

SPECIFICATIONS

FEDERAL ASPHALT CONCRETE OVERLAYS

VARIOUS LOCATIONS IN FRESNO COUNTY

FEDERAL PROJECT NUMBER: STPL-5942(277)

BUDGET / ACCOUNT: 4510 / 7370



Department of Public Works and Planning

CONTRACT NUMBER 16-17-C



County of Fresno

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

February 27, 2017

Contract No. 16-17-C

ADDENDUM NO. 3 to the Bidding and Contract Documents for Federal Asphalt Concrete Overlays Various Locations in Fresno County, revising the Bidding and Contract Documents as follows:

COVER PAGE

No changes

TABLE OF CONTENTS

No changes

NOTICE TO BIDDERS

DELETE the following text:

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in **General Decision Number CA160029, Dated 01/27/2017**, which is incorporated in these special provisions by this reference as if fully set forth herein and which can be viewed at <http://www.wdol.gov/wdol/scafiles/davisbacon/CA29.dvb>. Said Federal wage rates, as well as project plans, special provisions, and bid forms, may also be examined at the County of Fresno office described in the preceding paragraph. Addenda to modify the reference to Federal minimum wage rates to reflect revisions thereto, if necessary, will be issued to planholders of record.

REPLACE with the following text:

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in **General Decision Number CA160029, Dated 02/24/2017**, which is incorporated in these special provisions by this reference as if fully set forth herein and which can be viewed at <http://www.wdol.gov/wdol/scafiles/davisbacon/CA29.dvb>. Said Federal wage rates, as well as project plans, special provisions, and bid forms, may also be examined at the County of Fresno office described in the preceding paragraph. Addenda to modify the reference to Federal minimum wage rates to reflect revisions thereto, if necessary, will be issued to planholders of record.

SPECIAL PROVISIONS

No changes

PROPOSAL

No changes

AGREEMENT

No changes

PROJECT DETAILS

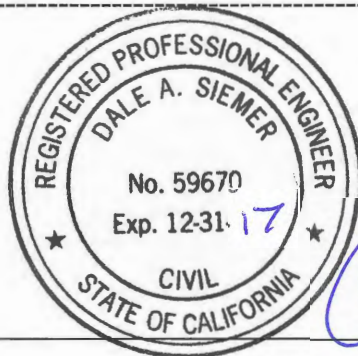
No changes

PLANS

No changes

END OF ADDENDUM NO. 1

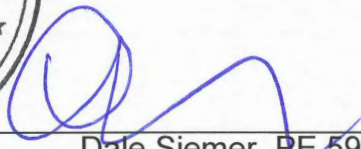
Please attach this Addendum to the inside cover of the Specifications booklet. If you have given the Bidding and Contract Documents to someone else, please forward this Addendum.



2/27/17
Date Signed

Supervising Engineer:

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


Dale Siemer, PE 59670
Lic. Expiration: 12/31/17



County of Fresno

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

February 23, 2017

Contract No. 16-17-C

ADDENDUM NO. 2 to the Bidding and Contract Documents for Federal Asphalt Concrete Overlays Various Locations in Fresno County, revising the Bidding and Contract Documents as follows:

COVER PAGE

No changes

TABLE OF CONTENTS

No changes

NOTICE TO BIDDERS

No changes

SPECIAL PROVISIONS

Section 56-4.02A.

DELETE the following text:

Reserved

REPLACE with the following text:

The roadside signs shall be R81 (CA).

PROPOSAL

No changes

AGREEMENT

No changes

PROJECT DETAILS

No changes

PLANS

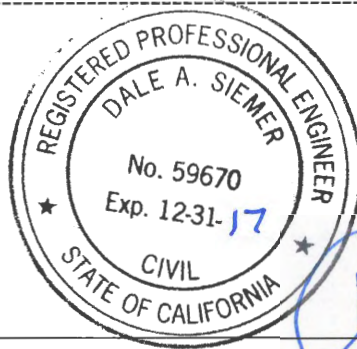
No changes

Attachments:

None.

END OF ADDENDUM NO. 2

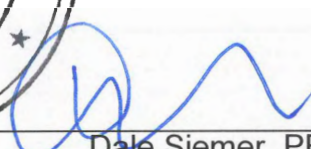
Please attach this Addendum to the inside cover of the Specifications booklet. If you have given the Bidding and Contract Documents to someone else, please forward this Addendum.



2/23/17
Date Signed

Supervising Engineer:

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


Dale Siemer, PE 59670
Lic. Expiration: 12/31/17

SUPPLEMENTAL INFORMATION – Not Part of the Contract Documents

The following list is comprised of paraphrased questions submitted by potential bidders or sub-bidders in writing via facsimile, email, or letter. These paraphrased questions and associated responses are not part of the contract documents and shall have no bearing whatsoever on the interpretation of the Standard Specifications, the Standard Plans, the Special Provisions, or the Plans. Nor shall they have any bearing whatsoever on the interpretation of other publications referenced therein.

- 1. Question:** The special provisions call out the use of rumble strips for one way reversing traffic control. The standard plan provided does not show the use of rumble strips for one way reversing traffic control. Are rumble strips required for one way reversing traffic control?

Response: Rumble strips are required as per Specifications Section 12-3.19.

- 2. Question:** Does the county have information on the existing roadway? We will need to help in evaluating grinding for smoothness which CalTrans requires.

Response: No.

- 3. Question:** Bid Item #23 – Roadside Sign (one post) – 10 ea. What type and size of signs are required for this project?

Response: See Addendum #2.



County of Fresno

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

February 17, 2017

Contract No. 16-17-C

ADDENDUM NO. 1 to the Bidding and Contract Documents for Federal Asphalt Concrete Overlays Various Locations in Fresno County, revising the Bidding and Contract Documents as follows:

COVER PAGE

No changes

TABLE OF CONTENTS

No changes

NOTICE TO BIDDERS

DELETE the following text:

**2:00 P.M., (1400 hours and 00 seconds)
Thursday, February 23, 2017**

REPLACE WITH the following text:

**2:00 P.M., (1400 hours and 00 seconds)
Thursday, March 2, 2016**

DELETE the following text:

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in **General Decision Number CA160029, Dated 01/20/2017**, which is incorporated in these special provisions by this reference as if fully set forth herein and which can be viewed at <http://www.wdol.gov/wdol/scafiles/davisbacon/CA29.dvb>. Said Federal wage rates, as well as project plans, special provisions, and bid forms, may also be examined at the County of Fresno office described in the preceding paragraph. Addenda to modify the reference to Federal minimum wage rates to reflect revisions thereto, if necessary, will be issued to planholders of record.

REPLACE with the following text:

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in **General Decision Number CA160029, Dated 01/27/2017**, which is incorporated in these special provisions by this reference as if fully set forth herein and which can be viewed at

<http://www.wdol.gov/wdol/scafiles/davisbacon/CA29.dvb>. Said Federal wage rates, as well as project plans, special provisions, and bid forms, may also be examined at the County of Fresno office described in the preceding paragraph. Addenda to modify the reference to Federal minimum wage rates to reflect revisions thereto, if necessary, will be issued to planholders of record.

SPECIAL PROVISIONS

Section 19-2.04

ADD the following text:

Prior to construction, the Owner will perform a survey and will use the survey information to compute actual volumes for payment of roadway excavation.

Full compensation for disposing of surplus material outside of the highway right-of-way shall be considered to be included in the various items of work, and no additional compensation will be allowed therefor.

Section 19-9.03

ADD the following text:

It is anticipated that there will be sufficient material generated by roadway excavation and grinding of asphalt concrete to construct shoulder backing.

Section 19-9.04

DELETE the following text:

NOT USED

REPLACE with the following text:

Prior to construction, the Owner will perform a survey and will use the survey information to compute actual volumes for payment of shoulder backing placed.

PROPOSAL

DELETE Proposal 2.0 and 2.1

REPLACE with the attached Proposal 2.0A and 2.1A

AGREEMENT

No changes

PROJECT DETAILS

ADD FOLLOWING DETAILS:

DRAWING NO. 03, 04 and 05.

DELETE Key Note 5 on Plan Sheet No. 2

REPLACE with

5. Widen shoulder to 8' on Manning Ave except where otherwise shown on the plans. Shoulder widening varies 2' to 4' with a structural section of 0.20' HMA over 0.50' AB class 2. No widening on Shaw except as shown on plan sheet 7 and on plan sheets 11-12.

DELETE plan sheet no: 3 of 29

REPLACE with plan sheet: 3A of 29.

PLANS

No changes

Attachments:

Manning Striping Layout 03
Shaw Striping Layout 04
11799 Shaw 05
Plan sheet 3A of 29
Proposal 2.0A and 2.1A

END OF ADDENDUM NO. 1

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



2/17/17
Date Signed

Supervising Engineer:

FRESNO COUNTY
Department of Public Works and Planning
m/a 2220 Tulare Street, Seventh Floor

Dale Siemer, PE 59670
Lic. Expiration: 12/31/17

SUPPLEMENTAL INFORMATION – Not Part of the Contract Documents

The following list is comprised of paraphrased questions submitted by potential bidders or sub-bidders in writing via facsimile, email, or letter. These paraphrased questions and associated responses are not part of the contract documents and shall have no bearing whatsoever on the interpretation of the Standard Specifications, the Standard Plans, the Special Provisions, or the Plans. Nor shall they have any bearing whatsoever on the interpretation of other publications referenced therein.

1. **Question:** Does the county have grades for the shoulder and median work? Meaning existing and proposed.

Response: Topography for the project is not currently available; however, prior to construction the County will survey the shoulder and median areas and this information will be used to determine volumes of roadway excavation performed and of shoulder backing placed for payment during construction.

2. **Question:** What is the structural section for widenings?

Response: See detail on Sheet 2 of the plans and note 5 on Sheet 2.

3. **Question:** Item #4 – Temp. Railing – Type K. Where on the plans is the 960 LF to be used?

Response: Adjacent to work to place Portland cement concrete paving. See detail added with this addendum.

4. **Question:** Imported fill to achieve the proper slope which item are we to be paid in? No import fill item.

Response: Roadway excavation and grindings should provide sufficient material.

5. **Question:** Can you review your quantities? We seem to have some big discrepancy.

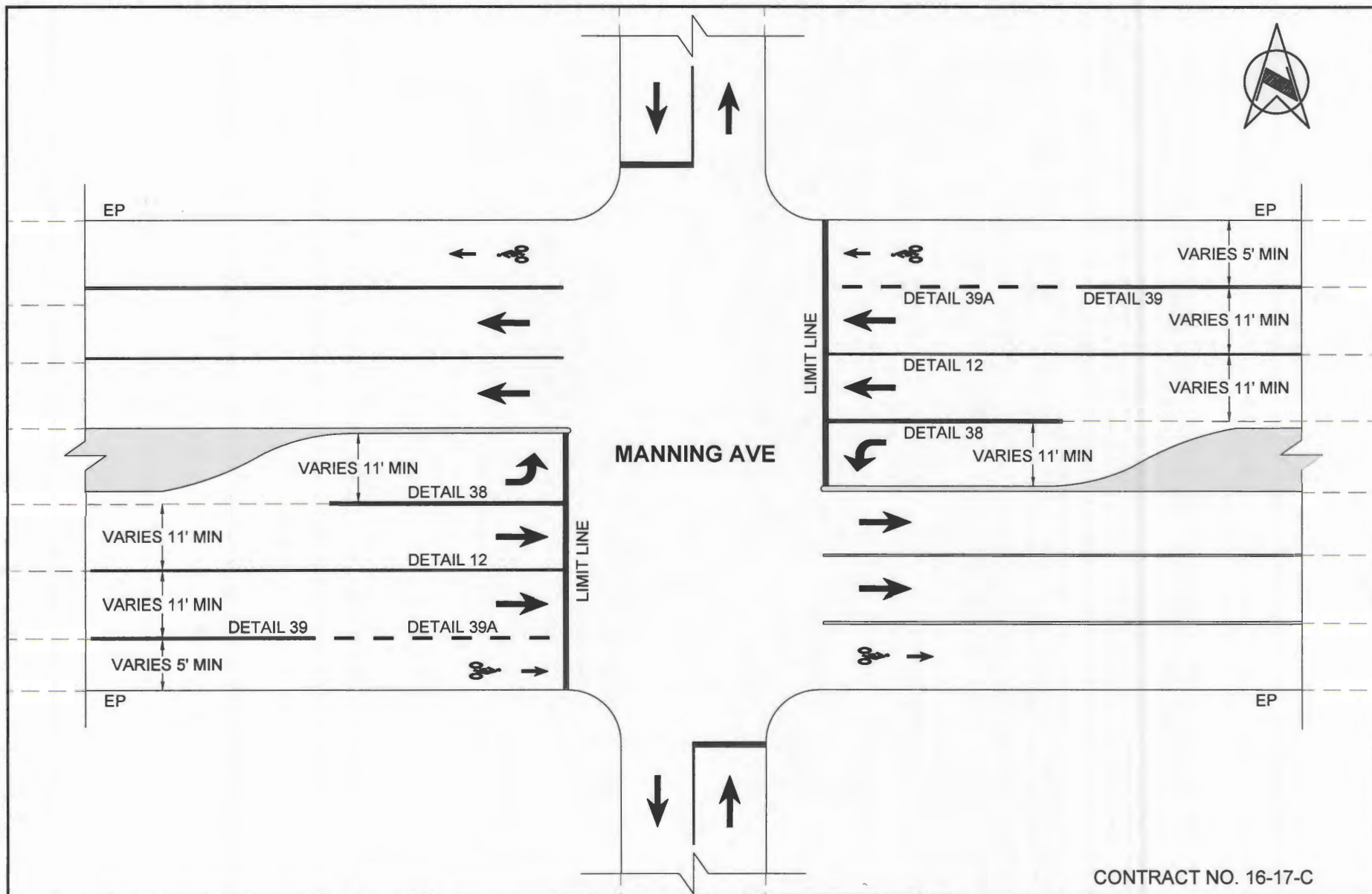
Response: Quantities have been reviewed

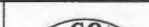
6. **Question:** The pavement removal item – does the county have the total number of locations and sizes?

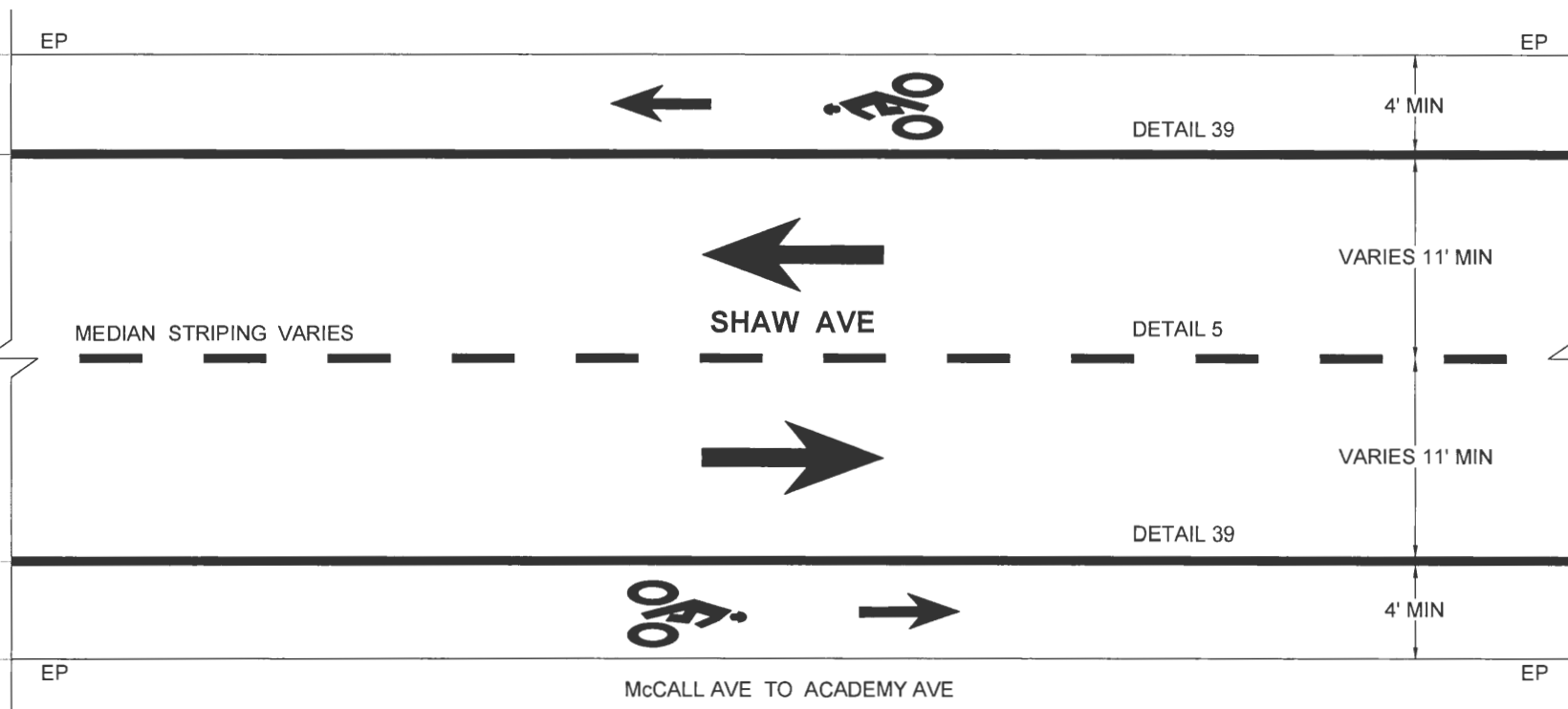
Response: Shown on tables in the Project Details section.

7. **Question:** Will cross sections be made available so contractor can verify earthwork quantities?


Response: Cross sections are not available, but the County will perform survey prior to award of contract.



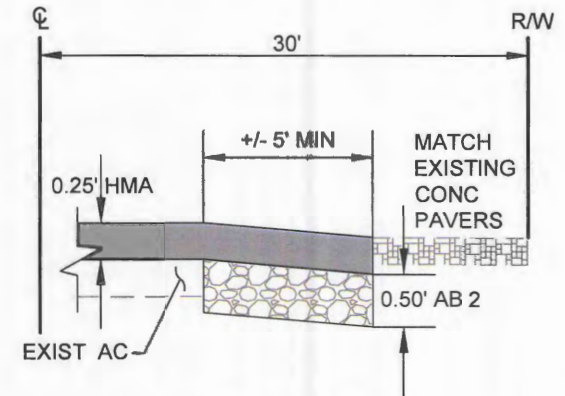
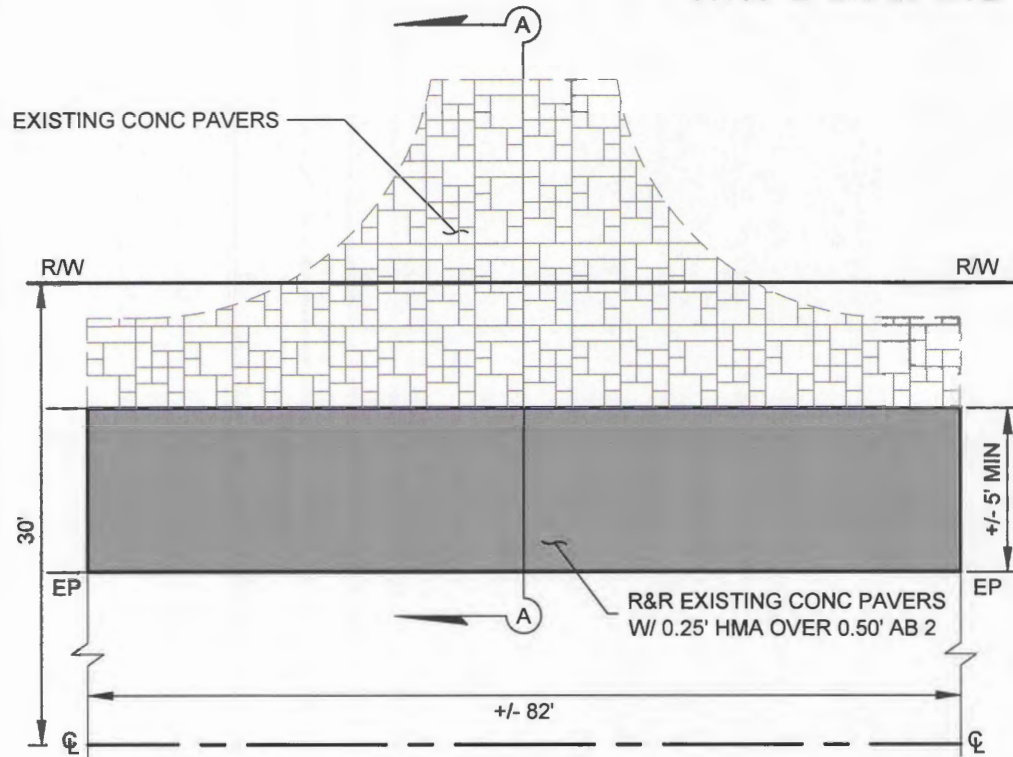
		DATE:	SCALE	NONE		DEPARTMENT OF PUBLIC WORKS AND PLANNING	
DESIGNED:	S. BAINS	02/17				FEDERAL ASPHALT CONCRETE OVERLAYS	
DRAWN:	S. GARDNER	02/17				VARIOUS LOCATIONS IN FRESNO COUNTY	
CHECKED:	P. MIGUEL	02/17				MANNING AVE TYPICAL STRIPING LAYOUT	



CONTRACT NO. 16-17-C


		DATE:	SCALE NONE DRAWING NO. 04		DEPARTMENT OF PUBLIC WORKS AND PLANNING	
DESIGNED:	S. BAINS	02/17			FEDERAL ASPHALT CONCRETE OVERLAYS	
DRAWN:	S. GARDNER	02/17			VARIOUS LOCATIONS IN FRESNO COUNTY	
CHECKED:	P. MIGUEL	02/17			SHAW AVE TYPICAL STRIPING LAYOUT	

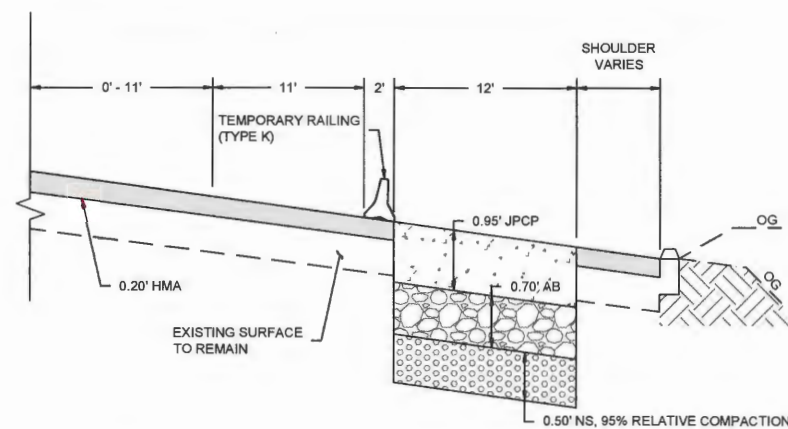
11799 E SHAW AVE



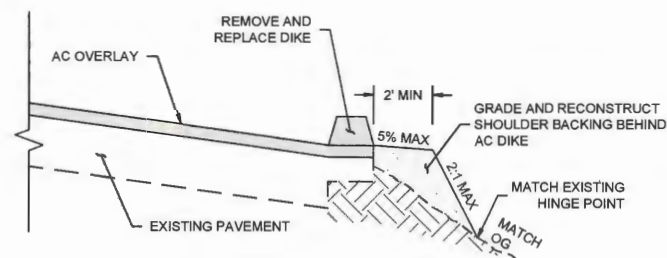
SECTION A-A

CONTRACT NO. 16-17-C

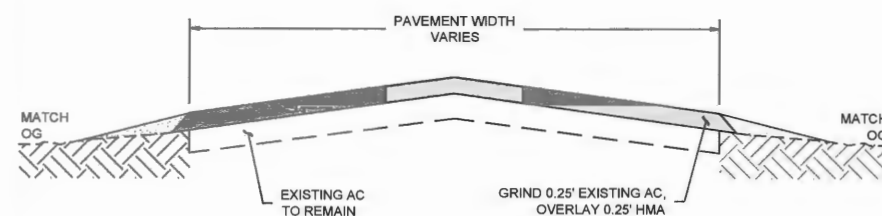
		DATE:	SCALE	NONE		DEPARTMENT OF PUBLIC WORKS AND PLANNING		
DESIGNED:	S. BAINS	02/17				DRAWING NO.	05	FEDERAL ASPHALT CONCRETE OVERLAYS
DRAWN:	S. GARDNER	02/17						VARIOUS LOCATIONS IN FRESNO COUNTY
CHECKED:	P. MIGUEL	02/17						11799 E SHAW ASPHALT APPROACH TIE-IN



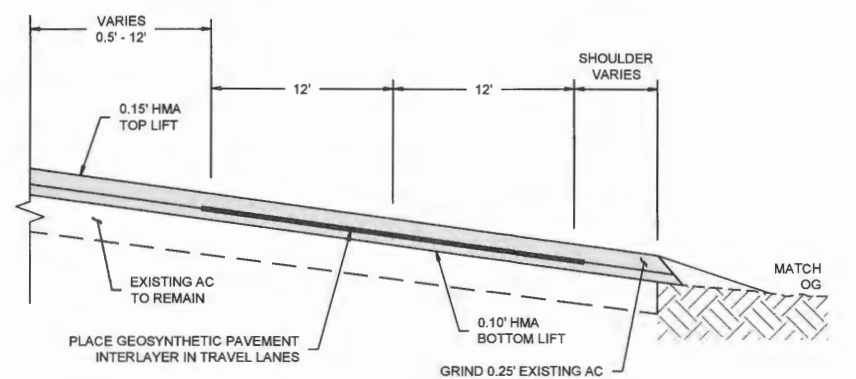
1 ROADWAY SECTION PCC APPROACHES
MANNING AVE & LAC JAC AVE INTERSECTION (SEE SHEETS 28 & 29)



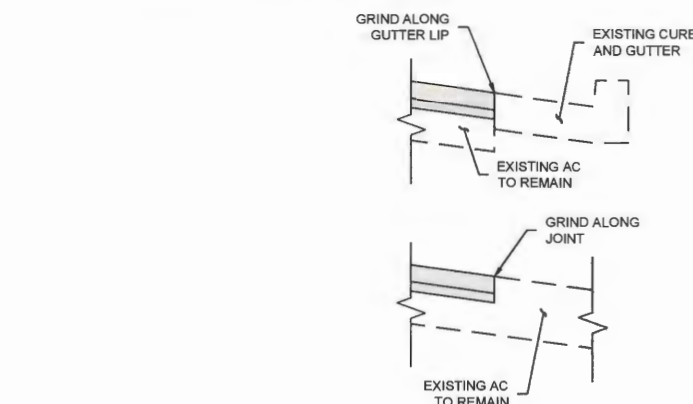
3 REMOVE & REPLACE DIKE IN KIND



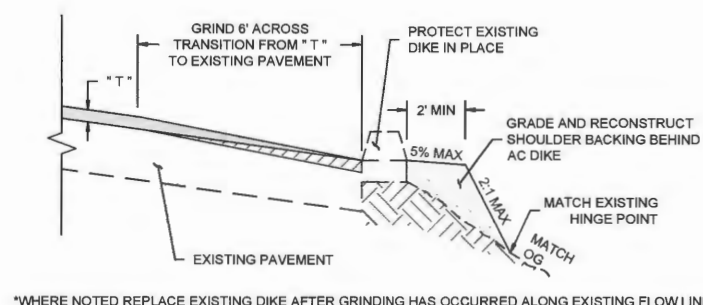
6 GRIND AND OVERLAY
SHAW AVE - McCALL AVE TO ACADEMY AVE - AS INDICATED



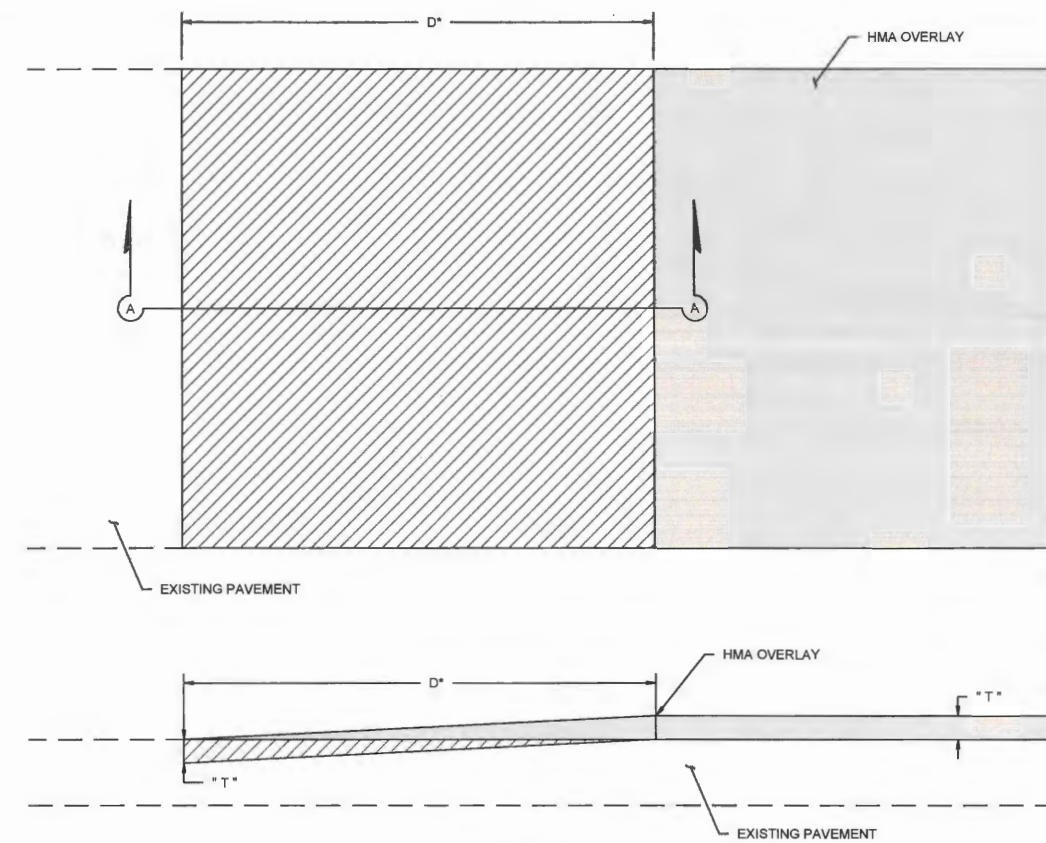
2 GRIND AND OVERLAY WITH FABRIC
MANNING AVE W/B - 0.243 MILES E/O MENDOCINO AVE TO NEWMARK AVE - 0.76 MILES
MANNING AVE E/B - NEWMARK AVE TO ZEDIKER AVE - 0.60 MILES



5 GRIND ALONG EXISTING DIKE



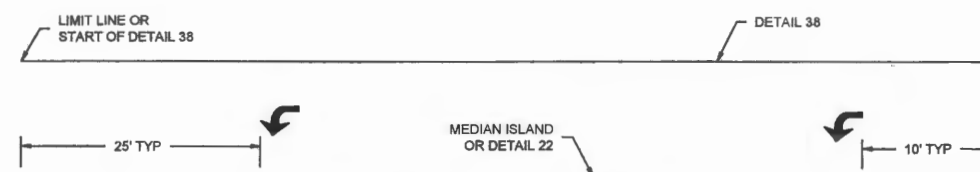
*WHERE NOTED REPLACE EXISTING DIKE AFTER GRINDING HAS OCCURRED ALONG EXISTING FLOW LINE



*WHERE NOTED REPLACE EXISTING DIKE AFTER GRINDING HAS OCCURRED ALONG EXISTING FLOW LINE
D* DISTANCES FOUND IN MATCH DISTANCE TABLE

4 COLD PLANING MATCH DISTANCE

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



LEFT TURN ARROWS PLACEMENT DETAIL

DESIGNED: S. BAINS / G. BATH		DATE: 09/16		RECORD DRAWING		SCALE		PROJECT		DEPARTMENT OF PUBLIC WORKS AND PLANNING	
DRAWN: I. MARTINEZ		DATE: 09/16		RESIDENT ENGINEER		NOT TO SCALE		FEDERAL ASPHALT CONCRETE OVERLAYS		REVISED DETAILS	
CHECKED: J. GARCIA		DATE: 09/16						VARIOUS LOCATIONS IN FRESNO COUNTY		DRAWING NO. N/A	
										SHEET NO. 3A	
										TOTAL 29	

COUNTY OF FRESNO
DEPARTMENT OF PUBLIC WORKS AND PLANNING
PROJECT: FEDERAL ASPHALT CONCRETE OVERLAYS
FEDERAL PROJECT NO. STPL-5942(277)
CONTRACT NUMBER 16-17-C

ITEM NO.	ESTIMATED QUANTITY	F,S	UNIT OF MEASURE	ITEM	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)
1	280000		\$	SUPPLEMENTAL WORK (PAYMENT ADJUSTMENT FOR PRICE INDEX FLUCTUATIONS)	\$1.00	\$ 280,000.00
2	4		EA	CONSTRUCTION PROJECT FUNDING SIGNS		
3	1	S	LS	TRAFFIC CONTROL SYSTEM		
4	960	S	LF	TEMPORARY RAILING (TYPE K)		
5	1		LS	JOB SITE MANAGEMENT		
6	1	S	LS	PREPARE WATER POLLUTION CONTROL PLAN		
7	1	S	LS	PREPARE STORM WATER POLLUTION PREVENTION PLAN		
8	1	S	LS	STORM WATER ANNUAL REPORT		
9	7015		SY	REMOVE ASPHALT CONCRETE PAVEMENT		
10	35639		SY	COLD PLANE ASPHALT CONCRETE PAVEMENT		
11	3000		CY	ROADWAY EXCAVATION		
12	3478		CY	SHOULDER BACKING		
13	1		LS	FINISHING ROADWAY		
14	4900		TON	CLASS 2 AGGREGATE BASE (3/4")		
15	1806		TON	HOT MIX ASPHALT (TYPE A 1/2" GRADING)		
16	30877		TON	HOT MIX ASPHALT (TYPE A 3/4" GRADING)		
17	18		TON	PAVING ASPHALT (BINDER, GEOSYNTHETIC PAVEMENT INTERLAYER)		
18	17646		SY	GEOSYNTHETIC PAVEMENT INTERLAYER (PAVING FABRIC)		
19	405	S	STA	RUMBLE STRIP		
20	1100		LF	PLACE HOT MIX ASPHALT DIKE (TYPE A)		
21	40		TON	TACK COAT		
22	310		CY	JOINTED PLAIN CONCRETE PAVEMENT		
23	10		EA	ROADSIDE SIGN (ONE POST)		
24	13		EA	SURVEY MONUMENT (TYPE D)		
25	5936	S	LF	THERMOPLASTIC TRAFFIC STRIPE (EXTRUDED) (DETAIL 6)		
26	40461	S	LF	THERMOPLASTIC TRAFFIC STRIPE (EXTRUDED) (DETAIL 12)		
27	3790	S	LF	THERMOPLASTIC TRAFFIC STRIPE (EXTRUDED) (DETAIL 18)		
28	350	S	LF	THERMOPLASTIC TRAFFIC STRIPE (EXTRUDED) (DETAIL 21)		
29	1438	S	LF	THERMOPLASTIC TRAFFIC STRIPE (EXTRUDED) (DETAIL 22)		
30	40461	S	LF	THERMOPLASTIC TRAFFIC STRIPE (EXTRUDED) (DETAIL 25)		

F = Final Pay
S =Specialty

COUNTY OF FRESNO
DEPARTMENT OF PUBLIC WORKS AND PLANNING
PROJECT: FEDERAL ASPHALT CONCRETE OVERLAYS
FEDERAL PROJECT NO. STPL-5942(277)
CONTRACT NUMBER 16-17-C

ITEM NO.	ESTIMATED QUANTITY	F,S	UNIT OF MEASURE	ITEM	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)
31	224		EA	DELINEATOR (CLASS 1) (TYPE F, G)		
32	18		EA	OBJECT MARKER (TYPE P)		
33	22		EA	OBJECT MARKER (TYPE K-1)		
34	40		EA	OBJECT MARKER (TYPE L-1)		
35	5		EA	OBJECT MARKER (TYPE L-1) (TWO PLATE POST MOUNT)		
36	10000	S	LF	THERMOPLASTIC TRAFFIC STRIPE (EXTRUDED) (DETAIL 27B & 27C)		
37	3908	S	LF	THERMOPLASTIC TRAFFIC STRIPE (EXTRUDED) (DETAIL 29)		
38	3852	S	LF	THERMOPLASTIC TRAFFIC STRIPE (EXTRUDED) (DETAIL 38)		
39	3177	S	SF	THERMOPLASTIC PAVEMENT MARKING		
40	59960	S	LF	PAINT TRAFFIC STRIPE (2-COAT) (DETAIL 39 & 39A)		
41	746	S	SF	PAINT PAVEMENT MARKING (2-COAT)		
42	963	S	EA	PAVEMENT MARKER (RETROREFLECTIVE) (TYPE C)		
43	420	S	EA	PAVEMENT MARKER (RETROREFLECTIVE) (TYPE D)		
44	42	S	EA	PAVEMENT MARKER (RETROREFLECTIVE) (TYPE G)		
45	989	S	EA	PAVEMENT MARKER (RETROREFLECTIVE) (TYPE H)		
46	7	S	EA	PAVEMENT MARKER (RETROREFLECTIVE) (BLUE)		
47	7	S	EA	INDUCTIVE LOOP DETECTOR (TYPE D)		
48	4	S	EA	INDUCTIVE LOOP DETECTOR (TYPE E)		
49	10	S	EA	INDUCTIVE LOOP DETECTOR (TYPE D BIKE)		
50	14		EA	PLACE PULL BOXES		
51	1		LS	MOBILIZATION		
TOTAL BID (ITEMS 1 - 51)						

F = Final Pay
S =Specialty

TABLE OF CONTENTS

COVER SHEET

BOARD ADOPTION AND ACKNOWLEDGMENT

Engineer's Signature

NOTICE TO BIDDERS

BID ITEMS AND APPLICABLE SECTIONS

SPECIAL PROVISIONS

FEDERAL REQUIREMENTS

Attachment A – Federal Requirements for Federal Aid Construction Projects

Attachment B – Required Contract Provisions for Federal-Aid Construction Contracts (Form 1273)

Exhibit 12B, Bidder's List of Subcontractors

CEM Forms

PROJECT DETAILS / DRAWINGS

Project Drawings/Details

Self-Dealing Transactions Disclosure Form

Contractor Request for Clarification

Revised Standard Specifications Dated 3-21-14

BID BOOK

Bidder's Declaration

Bid Form

Abbreviations Used

Signature Page

Noncollusion Affidavit

Public Contract Code

Subcontractor List

Certifications

DBE Form

Guaranty

Opt-Out of Asphalt Concrete Price Fluctuations Form

AGREEMENT

PROJECT: FEDERAL ASPHALT CONCRETE OVERLAYS
CONTRACT NUMBER: 16-17-C

Adopted by the Fresno County Board of Supervisors, December 13, 2016

Ernest Buddy Mendes, Chairman
Brian Pacheco, Vice Chairman
Andreas Borgeas
Henry R. Perea
Deborah A. Poochigian

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

Jean Rousseau, County Administrative Officer



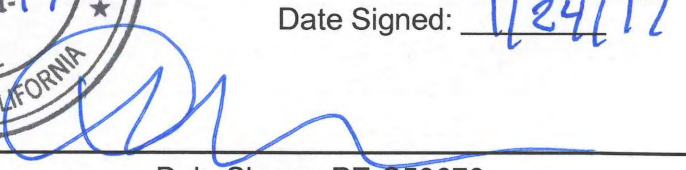
Steven E. White, Director
Department of Public Works and Planning



Date Signed: 1/24/17

Supervising Engineer: _____

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


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

NOTICE TO BIDDERS

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

**2:00 P.M., (1400 hours and 00
seconds) Thursday, February 23, 2017**

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

FEDERAL ASPHALT CONCRETE OVERLAYS

VARIOUS LOCATIONS IN FRESNO COUNTY

FEDERAL PROJECT NUMBER: STPL-5942(277)

CONTRACT NUMBER: 16-17-C

The work to be done consists, in general, of placing a hot mix asphalt concrete overlay, traffic striping, shoulder widening and shoulder backing (excluding Flood Zone A) on approximately 10.6 miles of existing roads in Fresno County.

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

The DBE Contract Goal is 8 percent.

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

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

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

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

Bid books, which contain bid proposal sheets necessary to submit a bid, may be obtained at no charge by sending a request to DesignServices@co.fresno.ca.us. Upon receipt of the request, a

bid book will be mailed to the requestor via First Class United States Mail and the requestor will then be listed as a planholder for the project.

Project specifications will not be sold to prospective bidders in hardcopy format except upon special written request to DesignServices@co.fresno.ca.us. Payment therefor will be \$40 for each set of specifications.

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

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

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

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

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

Bids shall be submitted in a sealed envelope addressed to the Department and labeled with the name of the bidder, the name of the project and the statement 'Do Not Open Until The Time Of Bid Opening.'

Bid security in the amount of ten (10) percent of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance, cash, cashier's check or certified check shall accompany the bid. Bid security shall be made in favor of the County of Fresno.

No contract will be awarded to a contractor who has not been licensed in accordance with the provisions of the Contractors State License Law, California Business and Professions Code, Division 3, Chapter 9, as amended, or whose bid is not on the proposal form included in the contract document. A valid California Contractor's License, **Class A (General Engineering) or C-12 (Earthwork and Paving)**, is required for this project.

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

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

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

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

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

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in **General Decision Number CA170029, Dated 01/20/2017**, which is incorporated in these special provisions by this reference as if fully set forth herein and which can be viewed at <http://www.wdol.gov/wdol/scafiles/davisbacon/CA29.dvb>. Said Federal wage rates, as well as project plans, special provisions, and bid forms, may also be examined at the County of Fresno office described in the preceding paragraph. Addenda to modify the reference to Federal minimum wage rates to reflect revisions thereto, if necessary, will be issued to planholders of record.

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

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

Bids are required for the entire work described herein. Bids will be compared on the basis of the total of bid items.

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

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

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

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

Board of Supervisors, County of Fresno

Jean Rousseau, County Administrative Officer

Dated: December 13, 2016 By: Bernice E. Seidel, Clerk to the Board

Issued: January 24, 2017

Bid Items and Applicable Sections

**COUNTY ASPHALT CONCRETE
VARIOUS LOCATIONS IN FRESNO COUNTY**

CONTRACT NO. 16-17-C

Bid Item and Applicable Sections

Bid Item Code	Item Description	Unit	Section
—	SUPPLEMENTAL WORK (PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS)	\$	
120020	CONSTRUCTION PROJECT FUNDING SIGNS	EA	12
120100	TRAFFIC CONTROL SYSTEM	LS	12
129000	TEMPORARY RAILING (K)	LF	12
130100	JOB SITE MANAGEMENT	LS	13
130200	PREPARE WATER POLLUTION CONTROL PLAN	LS	13
130300	PREPARE STORM POLLUTION PREVENTION PLAN	LS	13
130330	STORMWATER ANNUAL REPORT	EA	13
150770	REMOVE ASPHALT CONCRETE PAVEMENT	SF	15
153103	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	15
190101	ROADWAY EXCAVATION	CY	19
190185	SHOULDER BACKING	CY	19
220101	FINISHING ROADWAY	LS	22
260202	CLASS 2 AGGREGATE BASE (TON)	TON	26
390132	HOT MIX ASPHALT (TYPE A 1/2 INCH)	TON	39
390132	HOT MIX ASPHALT (TYPE A 3/4 INCH)	TON	39
391007	PAVING ASPHALT (BINDER, GEOSYNTHETIC PAVEMENT INTERLAYER)	TON	39
393004	GEOSYNTHETIC PAVEMENT INTERLAYER (PAVING FABRIC)	LF	39
394053	RUMBLE STRIP	LF	39

Contract Number 16-17-C

**COUNTY ASPHALT CONCRETE
VARIOUS LOCATIONS IN FRESNO COUNTY**

CONTRACT NO. 16-17-C

Bid Item and Applicable Sections

Bid Item Code	Item Description	Unit	Section
394073	PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	39
397005	TACK COAT	TON	39
401050	JOINTED PLAIN CONCRETE PAVEMENT	CY	40
566011	ROADSIDE SIGN (ONE POST)	EA	56
810116	SURVEY MONUMENT (TYPE D)	EA	81
820107	DELINEATOR (CLASS 1) (TYPE F, G)	EA	82
820134	OBJECT MARKER (TYPE P)	EA	82
820141	OBJECT MARKER (TYPE K-1)	EA	82
820151	OBJECT MARKER (TYPE L-1)	EA	82
840501	THERMOPLASTIC TRAFFIC STRIPE (EXTRUDED)	LF	84
840515	THERMOPLASTIC PAVEMENT MARKING	SF	84
840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	84
840666	PAINT PAVEMENT MARKING (2-COAT)	SQFT	84
850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	85
860806	INDUCTIVE LOOP DETECTOR	EA	86
869039A	REPLACE PULL BOX	EA	86
999990	MOBILIZATION	LS	99

Contract Number 16-17-C

Special Provisions

SPECIAL PROVISIONS ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

AA

DIVISION I GENERAL PROVISIONS

1 GENERAL

Replace the headings and paragraphs of Section 1 with:

1-1.01 GENERAL

The work is done in accordance with the 2010 Standard Specifications, 2010 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 2010 Standard Specifications.

Except to the extent that they may conflict with these special provisions, revised standard specifications apply if included in the section entitled "Revised Standard Specifications" of the specifications.

Revised standard plans apply if listed on the "List of Revised Standard Plans," if any, in these special provisions.

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

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

Section 1 includes general rules of interpretation.

The Standard Specifications are divided into 11 divisions.

Division I include general specifications applicable to every contract unless specified as inapplicable under certain conditions.

Division II includes specifications for general construction applicable to every contract unless specified as applicable under certain conditions.

Divisions III through IX include construction specifications for specific bid items.

Division X includes specifications for common materials. For a material specified in this division, that material specified in any section must comply with the specifications in division X.

Division XI includes construction specifications for buildings.

The bid items set forth the construction specifications that apply. The first 2 digits of a bid item code correspond to the specification section number with the same 2 first digits except for bid item code 999990 that corresponds to section 9 and unless shown otherwise in the table titled "Bid Items and Applicable Sections" in the special provisions.

The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as

"the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's."

After Contract approval, submit documents and direct questions to the Engineer. Orders, authorizations, and requests to the Contractor are by the Engineer.

The following items from the Department are in writing:

1. Approvals
2. Authorizations
3. Decisions

4. Notifications
5. Orders
6. Responses

The following items from the Contractor must be in writing:

1. Assignments
2. Notifications
3. Proposals
4. Reports
5. Requests, including RFIs, sequentially numbered
6. Subcontracts
7. Test results

Where a location is not specified with the words "shown," "specified," or "described," interpret:

1. "Shown" as "shown on the plans."
2. "Specified" as "specified in the specifications."
3. "Described" as "described in the Contract." "Described" means "shown, specified, or both."

Headings are included for the purposes of organization and referencing. Inclusion of a heading with no related content, "Not Used," or "Reserved" does not indicate that no specification exists for that subject; applicable specifications may be covered in a general or referenced specification.

Sections are reserved in the *Standard Specifications* for correlation of special provisions and revised standard specifications with the *Standard Specifications* and for future expansion of the *Standard Specifications*.

The specifications are expressed in U.S. customary units except where a referenced document uses the International System of Units as the standard.

Unless an object or activity is specified to be less than the total, the quantity or amount is all of the object or activity.

All items in a list apply unless the items are specified as choices.

1-1.02 STYLE VARIATIONS

The Department is gradually standardizing the style of the specifications. The use of the new style does not change the meaning of a Contract part not using this style. The new style includes:

1. Use of:
 - 1.1. Imperative mood
 - 1.2. Introductory modifiers
 - 1.3. Conditional clauses
 - 1.4. Industry-standard terms
2. Elimination of:
 - 2.1. Language variations
 - 2.2. Definitions for industry-standard terms
 - 2.3. Redundant specifications
 - 2.4. Needless cross-references

Because of the transition, some terms or clauses used in Division I are different from those used in other divisions and in other Contract parts. Interpret the equivalent term or clause shown in the following table as having the same meaning as the corresponding term or clause in Division I:

Terms Equivalencies		
Term or clause in Division I	Equivalent term or phrase that may be in other divisions and in other Contract parts	Conditions
Authorize	Approve	Except in a <i>Change Order</i>
Authorized Material List	Pre-Qualified Products List	--
Department	Engineer	Where referring to anyone other than the Resident Engineer or the Resident Engineer's authorized representatives
Department-furnished material	State-furnished material	--
<work description> is change order work	<work description> will be paid for as extra work <with or without a reference to a section>	--

1-1.03–1-1.04 RESERVED

1-1.05 REFERENCES

A reference within parentheses to a law or regulation is included in the Contract for convenience only and is not a comprehensive listing of related laws and regulations. Lack of a reference does not indicate no related laws or regulations exist.

Where the version of a referenced document is not specified, use the most recent version in effect on the date adopted by the Fresno County Board of Supervisors shown on the *Notice to Bidders*.

A reference to a section includes the general specifications for the section.

Where a section number is referenced without a reference to a document, the reference is to a section of the *Standard Specifications* as modified by the special provisions.

A code not specified as a federal code is a California code.

A department not specified as a federal or local department is a California department.

Any repetition of, special emphasis regarding, or superfluous reference to any requirement in the Standard Specifications does not diminish the applicability of other provisions in the Standard Specifications which are so not repeated, emphasized, or specially referenced in the special provisions.

1-1.06 ABBREVIATIONS

Interpret the meaning of an abbreviation used in the specifications and the Bid Item List as shown in the following table:

Abbreviations	
Abbreviation	Meaning
AASHTO	American Association of State Highway and Transportation Officials
AB	aggregate base
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMA	archaeological monitoring area
ANSI	American National Standards Institute
API	American Petroleum Institute

AREMA	American Railway Engineering and Maintenance-of-Way Association
AS	aggregate subbase
ASME	American Society of Mechanical Engineers
ASQ	American Society for Quality
ATPB	asphalt treated permeable base
AWG	American Wire Gauge
AWPA	American Wood Protection Association
AWS	American Welding Society ^a
AWWA	American Water Works Association
BBS	battery backup system
BNSF	Burlington Northern Santa Fe
Cal/OSHA	California Division of Occupational Safety and Health Administration
CBC	California Building Code
CDPH	California Department of Public Health
CIDH	cast-in-drilled-hole
CIH	Certified Industrial Hygienist
CIP	cast in place
CJP	complete joint penetration
CMU	concrete masonry unit
CPM	critical path method
CPL	composite plastic lumber
CRCP	continuously reinforced concrete pavement
CRM	crumb rubber modifier
CTB	cement treated base
CTPB	cement treated permeable base
CVN	Charpy V-notch
CWI	AWS Certified Welding Inspector
DBE	Disadvantaged Business Enterprise
DRA	Dispute Resolution Advisor
DRB	Dispute Resolution Board
DTSC	Department of Toxic Substances Control
DVBE	Disabled Veteran Business Enterprise
ECTC	Erosion Control Technology Council
EIA	Electronic Industries Alliance
ESA	environmentally sensitive area
ETL	Electrical Testing Laboratories
f_c	extreme fiber compressive stress in concrete at service loads
f'_c	compressive strength of concrete
FHWA	Federal Highway Administration
GAAP	Generally Accepted Accounting Principles
GGBFS	ground granulated blast furnace slag; slag cement
GSP	galvanized steel pipe
HMA	hot mix asphalt
HMA-O	hot mix asphalt (open graded)
HS	high strength
ICC	International Code Council
ITE	Institute of Transportation Engineers
IEEE	Institute of Electrical and Electronics Engineers
JMF	job mix formula
JPCP	jointed plain concrete pavement
Ksf	kips per square foot
Ksi	kips per square inch
LCB	lean concrete base
LEED	Leadership in Energy and Environmental Design
LOTB	log of test boring
LTDS	long term design strength
MC	medium curing
METS	Department's Materials Engineering and Testing Services

MPI	Master Painters Institute
MR	movement rating
MSDS ^b	material safety data sheet
MT	magnetic particle testing
<i>MUTCD</i>	<i>Manual on Uniform Traffic Control Devices</i>
NDT	nondestructive testing
NETA	International Electrical Testing Association
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NPDES	National Pollutant Discharge Elimination System
NPT	National Pipe Thread Taper
NRTL	Nationally Recognized Testing Laboratory
OBC	optimum binder content
OGFC	open graded friction course
OSD	Offices of Structure Design
PLAC	permit, license, agreement, certification, or any combination of these
PC	Precast
PCC	portland cement concrete
Pcf	pounds per cubic foot
PG	performance grade
PI ₀	zero blanking band profile index
PJP	partial joint penetration
POC	pedestrian overcrossing
PQR	procedure qualification record
PS	Prestressed
PSF	pedestrian signal face
PV	programmed visibility
QSD	qualified SWPPP developer
QSP	qualified SWPPP practitioner
RAP	reclaimed asphalt pavement
RCSC	Research Council on Structural Connections
RECP	rolled erosion control product
RFI	request for information
RHMA	rubberized hot mix asphalt
RHMA-G	rubberized hot mix asphalt (gap graded)
RHMA-O	rubberized hot mix asphalt (open graded)
RHMA-O-HB	rubberized hot mix asphalt (open graded high binder)
RPL	recycled plastic lumber
RSC	rapid strength concrete
RSP	rock slope protection
RSS	revised standard specifications
RT	radiographic testing
RWQCB	Regional Water Quality Control Board
SMSA	Standard Metropolitan Statistical Area
SC	slow curing
SCC	self-consolidating concrete
SCM	supplementary cementitious material
SSPC	The Society for Protective Coatings
SWPPP	storm water pollution prevention plan
TEES	Transportation Electrical Equipment Specifications
TIA	time impact analysis
TRO	time-related overhead
TV	target value
UFFA	ultra fine fly ash
UL	Underwriters Laboratories, Inc
USC	United States Code
USM	unidentified stock material

UT	ultrasonic testing
VECP	value engineering change proposal
VFD	Variable-frequency drive
VPM	volts per mil
WPC	water pollution control
LCS	Department's lane closure system
WPCP	water pollution control program
WPS	welding procedure specification
LCS	Department's lane closure system
POC	pedestrian overcrossing
QSD	qualified SWPPP developer
QSP	qualified SWPPP practitioner
SDS	safety data sheet
TRO	time-related overhead
WPC	water pollution control

^aInterpret a reference to AWS as a reference to AWS, ANSI/AWS, or AASHTO/AWS

^bInterpret a reference to MSDS as a reference to SDS under 29 CFR 1910.1200.

Bid Item List Abbreviations

Abbreviation	Meaning
ACRE	Acre
CF	cubic foot
CY	cubic yard
EA	Each
(F)	final pay item
GAL	Gallon
H	Hour
LB	Pound
LF	linear foot
LS	lump sum
LNMI	lane mile
MFBM	thousand foot board measure
MI	Mile
MSYD	thousand station yard
STA	station (100 feet)
SQFT	square foot
SQYD	square yard
TAB	Tablet
TON	2,000 pounds
WDAY	working day

1-1.07 DEFINITIONS

1-1.07A General

Interpret terms as defined in the Contract documents.

1-1.07B Glossary

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

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

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

agreement: the section in the Notice to Bidders and Special Provisions which includes forms which the successful bidder will be required to execute to enter into a contract with the Department.

archaeological monitoring area: Area within or near construction limits where access is allowed, but work is subject to archaeological monitoring.

archaeological resources: Remains of past human activity, including historic and prehistoric material (e.g., tools and tool fragments, hearth and food remains, structural remains, and human remains).

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

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

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

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

Bid Item List: List of bid items and the associated quantities. The verified Bid Item List is the Bid Item List with verified prices. The Contract Proposal of Low Bidder at the Design Services web site 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.

bridge: Structure that:

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

building-construction contract: Contract that involves the construction of a structure with a roof and walls.

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

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

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

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

commercial quality: Quality meeting the best general practices.

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

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

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

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

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

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

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

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

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

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

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

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

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

daytime: The time between sunrise and sunset each day as determined by the National Oceanic and Atmospheric Administration's National Weather Service (www.noaa.nws.gov) for the project location.

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

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

delay: Event that extends the completion of an activity.

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

3.3. Non-working day

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

Design Services: A section of the Design Division of the Fresno County Department of Public Works and Planning responsible for administration of construction contracts out for bids.

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

Director: Chairman of the Fresno County Board of Supervisors.

Disadvantaged Business Enterprise: Disadvantaged Business Enterprise as defined in 49 CFR 26.5.

dispose of: Remove from the job site.

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

Engineer: The Director of the Fresno County Department of Public Works and Planning or his authorized representative, typically the Resident Engineer responsible for the Contract's administration or the Resident Engineer's authorized representatives.

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

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

estimated cost: Estimated cost of the project.

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

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

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

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

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

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

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

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

holiday: Holidays are as shown in the following table:

Holidays

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

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

idle equipment: Equipment:

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

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

Labor Surcharge and Equipment Rental Rates: California Department of Transportation publication that lists labor surcharge and equipment rental rates.

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

listed species: Any species listed as threatened or endangered under (1) federal Endangered Species Act of 1973, 16 USC § 1531 et seq., (2) California Endangered Species Act, Fish & Game Code §§ 2050–2115.5, or (3) both.

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

material shortage: Shortage of raw or produced material that is area-wide and caused by an unusual market condition except if any of the following occurs:

1. Shortage relates to a produced, nonstandard material
2. Supplier's and the Contractor's priority for filling an order differs
3. Event outside the U.S. for a material produced outside the U.S.

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

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

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

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

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

near critical path: Chain of activities with total float exceeding that of the critical path but having no more than 10 working days of total float.

nighttime: the period of time beginning at sunset on one day and ending at sunrise of the following day, with sunset and sunrise as determined by the National Oceanic and Atmospheric Administration's National Weather Service (www.noaa.nws.gov) for the project location.

Specifications: A booklet prepared by the Department for each project bid which includes the Notice to Bidders, Special Provisions, the Agreement, and Project Details.

paleontological resources: Fossils and the deposits they are found in. Fossils are evidence of ancient life preserved in sediments and rock. Examples of paleontological resources are remains of (1) animals, (2) animal tracks, (3) plants, and (4) other organisms. Archaeological resources are not paleontological and fossils found within an archaeological resource are generally considered archaeological resources, not paleontological resources.

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

permitted biological activities: Monitoring, surveying, or other practices that require a take permit and project-specific permission from the U.S. Fish and Wildlife Service or NOAA Fisheries or a take permit or memorandum of understanding with the Department of Fish and Game.

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

1. **standard plans:** Plans developed by the State of California Department of Transportation (Caltrans).. These plans are in a book titled Standard Plans 2010.
2. **revised standard plans:** New or revised standard plans.
3. **project plans:** Drawings specific to the project, including authorized shop drawings.

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

protective radius: Minimum distance between construction activities and a regulated species.

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

retentions: money earned by a contractor but not paid for an agreed period as a safeguard against any faults found in the work carried out.

regulated species: Any species protected by one or any combination of the following:

1. Federal Endangered Species Act of 1973, 16 USC § 1531 et seq.
2. California Endangered Species Act, Fish & Game Code §§ 2050–2115.5
3. Fish & Game Code §§ 1600–1616
4. National Environmental Policy Act, 42 USC § 4321 et seq.
5. California Environmental Quality Act, Pub Res Code § 21000 et seq.
6. Other law or regulation that governs activities that affect species or their habitats

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

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

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

routine biological activities: Biological monitoring, surveying, or other activity that does not require a take permit from the U.S. Fish and Wildlife Service or NOAA Fisheries or a take permit or memo of understanding with the Department of Fish and Game.

schedule:

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

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

service-approved biologist: Biologist whose activities must be approved by a state or federal agency as provided in PLACs.

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

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

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

1. **standard specifications:** Specifications developed by the State of California Department of Transportation (Caltrans.) These specifications are in a book titled *Standard Specifications 2010*.
2. **revised standard specifications:** New or revised standard specifications.
3. **special provisions:** Specifications specific to the project. These specifications are in a section titled *Special Provisions* of a book titled *Specifications*.

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

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

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

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

submittal:

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

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

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

superstructure: Bridge parts except the substructure.

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

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

take: Legal definition regarding harm to listed species as defined in 16 USC § 1532 and Fish & Game Code § 86.

take permit: Permit granted by the U.S. Fish and Wildlife Service or by the NOAA Fisheries that allows take of federal-listed species under 16 USC § 1539 or by the Department of Fish and Game that allows take of state-listed species under Fish & Game Code § 2081.

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

timely: accomplishment of a task in accordance with the associated requirements in the special provisions.

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

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

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

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

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

traveled way: Roadway portion for the movement of vehicles except shoulders.

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

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

withhold: Money temporarily or permanently taken from progress payment.

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

work plan: Detailed formulation of a program of action.

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

1-1.08 NOT USED

1-1.09 FREEZE-THAW AREAS

Freeze-thaw areas are areas of the State where freeze-thaw cycles and heavy salting frequently occur. A project is in a freeze-thaw area if the project is specified in the special provisions to be in a freeze-thaw area.

1-1.10 RESERVED

1-1.11 WEB SITES, ADDRESSES, AND TELEPHONE NUMBERS

Web Sites, Addresses, and Telephone / Fax / Email

Reference or agency or department unit	Web site	Address	Telephone no. Fax no. Email
Authorized Laboratory Lists Authorized Material Lists Authorized Material Source Lists	http://www.dot.ca.gov/hq/esc/approved_products_list	--	--
CA Unified Certification Program's list of certified DBEs	http://www.dot.ca.gov/hq/bep/find_certified.htm	--	--
Department	http://www.co.fresno.ca.us/	--	--
Department of Conservation, Office of Mine Reclamation	http://www.conservaion.ca.gov/omr/	--	--
Department of Industrial Relations	http://www.dir.ca.gov	455 GOLDEN GATE AVENUE SAN FRANCISCO CA 94102	--
Design Services - Contract Administration, Planholders, Bid Results	http://www.co.fresno.ca.us/departmentpage.aspx?id=5818	2220 TULARE STREET; 7 TH FLOOR; FRESNO, CA 93721	Tel: (559) 600-4528 Fax:(559) 600-4399 Email: DesignServices@co.fresno.ca.us
Publication Distribution Unit	--	PUBLICATION UNIT DEPARTMENT OF TRANSPORTATION 1900 ROYAL OAKS DR SACRAMENTO CA 95815-3800	--

1-1.12 MISCELLANY

Make checks and bonds payable to the Fresno County Director of Department of Public Works and Planning.

1-1.13–1-1.15 RESERVED

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2 BIDDING

Replace the headings and paragraphs of Section 2 with:

2-1.01 GENERAL

Section 2 includes specifications related to bid eligibility and the bidding process.

2-1.02 BID INELIGIBILITY

A firm that has provided architectural or engineering services to the Department for this contract before bid submittal for this contract is prohibited from any of the following:

1. Submitting a bid
2. Subcontracting for a part of the work
3. Supplying materials

2-1.03 RESERVED

2-1.04 CONTRACTOR REGISTRATION

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

2-1.05 RESERVED

2-1.06 BID DOCUMENTS

2-1.06A General

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

The *Specifications* and project plans may be viewed at the Design Services website.

Bid books may be ordered from Design Services.

The *Specifications* include, but may not be limited to, the *Notice to Bidders*, *Special Provisions*, *Federal Requirements*, *Project Details*, *Agreement*, and the *Bid Book*.

2-1.06B Supplemental Project Information

The Department makes supplemental project information available as shown in the following table and as otherwise specified in the special provisions:

Supplemental Project Information

Where Available	Description
Included in <i>Project Details</i> in the <i>Notice to Bidders</i> and <i>Special Provisions</i>	Project Details

2-1.06C–2-1.06D Reserved

2-1.07 JOB SITE AND DOCUMENT EXAMINATION

Examine the job site and bid documents.

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

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

2-1.08 RESERVED

2-1.09 BID ITEM LIST

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

2-1.10 SUBCONTRACTOR LIST

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

The Subcontractor List form must show the name, address, the contractors license number, and work portions to be performed by each subcontractor listed. Show work portions by bid item number, description, and percentage of each bid item subcontracted.

2-1.11 RESERVED

2-1.12 DISADVANTAGED BUSINESS ENTERPRISES

2-1.12A General

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

Under 49 CFR 26.13(b):

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

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the Contract (49 CFR 26).

2-1.12B Disadvantaged Business Enterprise Goal

2-1.12B(1) General

Section 2-1.12B(1) applies if a DBE goal is shown on the *Notice to Bidders*.

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Department shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

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

You are responsible to verify that the at the bid opening date the DBE firm is certified as DBE by the CA Unified Certification Program.

All DBE participation will count toward the Department's federally-mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts toward the goal in the following manner:

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

You receive credit toward the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1)–(4), (6).

2-1.12B(2) DBE Commitment Submittal

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

Submit DBE information under section 2-1.33.

Bidders other than the apparent low bidder, the 2nd low bidder, and the 3rd low bidder are not required to submit the DBE commitment form unless the Department requests it. If the Department requests a DBE commitment form from you, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE shown on the form stating that it will be participating in the Contract. Include confirmation with the DBE commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE will be participating in the Contract.

2-1.12B(3) Good Faith Efforts Submittal

Section 2-1.12B(3) applies if a DBE goal is shown on the *Notice to Bidders*.

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

If your DBE commitment form shows that you have met the DBE goal or if you are required to submit the DBE commitment form, you must submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Department finds that the DBE goal has not been met.

The Department may consider DBE commitments of the 2nd and 3rd bidders in determining whether the low bidder made good faith efforts to meet the DBE goal.

2-1.13–2-1.23 RESERVED

2-1.24 TIED BID RESOLUTION

After bid verification, the Chairman of the Department's Board of Supervisors breaks a tie between 2 bidders with a coin toss

After bid verification the Chairman of the Department's Board of Supervisors breaks a tie between more than 2 bidders with a succession of coin tosses.

After bid verification the Chairman of the Department's Board of Supervisors breaks a tie between more than 2 bidders with a succession of coin tosses

2-1.25–2-1.28 RESERVED

2-1.29 OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

You may opt out of the payment adjustments for price index fluctuations specified in section 9-1.07. To opt out, submit a completed Opt Out of Payment Adjustments for Price Index Fluctuations form under section 2-1.33. To opt-out, submit the fully executed form with the bid. If the form is incomplete or is not submitted with the bid, you will not be allowed to opt out.

2-1.30–2-1.32 RESERVED

2-1.33 BID DOCUMENT COMPLETION

2-1.33A General

Complete forms in the *Bid* book.

Submit your bid:

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

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

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

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

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

2-1.33B Bid Item List and Bid Comparison

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

2-1.33C Bid Document Completion

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

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

2-1.33C(2) Proposal 2 - Bid Proposal Sheet

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

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

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

Use ink or typewriter.

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

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

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

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

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

Indicate type of bid security provided.

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

Provide contractors license information.

State business name and if business is a:

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

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

- Corporation - by an officer
- Partnership - by a partner
- Joint Venture - by a member

- Individual - by the Owner

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

Business Address - Firm's Street Address

Mailing Address - P.O. Box or Street Address

Complete, sign, and return with bid.

2-1.33C(5) Proposal 5 - Noncollusion Affidavit

Must be completed, signed, and returned with bid.

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

Check "yes" or "no" in accordance with instructions on form, return completed form with bid. Note that signing the bid constitutes signing this statement.

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

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

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

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

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

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

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

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

2-1.33C(9) Proposal 9 - Certification With Regard To The Performance Of Previous Contracts Or Subcontracts Subject To The Equal Opportunity Clause And The Filing Of Required Reports

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

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

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

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

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

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

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

Contract Number 16-17-C

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

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

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

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

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

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

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

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

2-1.34–2-1.39 RESERVED

2-1.40 BID WITHDRAWAL

An authorized agent may withdraw a bid before the bid opening date and time by submitting a written, signed bid withdrawal request at the location where the bid was submitted.

Only an individual who is authorized to sign the bid is authorized to sign a request to withdraw the bid.

Withdrawing a bid does not prevent you from submitting a new bid.

2-1.41–2-1.42 RESERVED

2-1.43 BID OPENING

Design Services publicly opens and reads bids at the time and place shown on the Notice to Bidders.

2-1.44–2-1.45 RESERVED

2-1.46 DEPARTMENT'S DECISION ON BID

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

The Department may reject:

1. All bids
2. A nonresponsive bid

2-1.47 BID RELIEF

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

2-1.48 RESERVED

2-1.49 SUBMITTAL FAILURE HISTORY

The Department considers a bidder's past failure to submit documents required after bid opening in determining a bidder's responsibility.

2-1.50 BID RIGGING

Section 2-1.50 applies to a federal-aid contract.

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

the DOT Inspector General.

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.

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3 CONTRACT AWARD AND EXECUTION

Replace the headings and paragraphs of Section 3 with:

3-1.01 GENERAL

Section 3 includes specifications related to contract award and execution.

3-1.02 CONSIDERATION OF BIDS

For a lump sum based bid, the Department compares bids based on the total price.

For a unit price based bid, the Department compares bids based on the sum of the item totals.

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

If the Department awards the contract, the award is made to the lowest responsible bidder within 54 days after bid opening.

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

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. The 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)

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

3-1.09–3-1.10 RESERVED

Complete and sign the *Payee Data Record* form included in the contract documents.

Section 3-1.12 applies to a federal-aid contract.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Department encourages you to submit a copy of the joint venture agreement.

3-1.13 FORM FHWA-1273

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the *Agreement*.

Deliver to Design Services:

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

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

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

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

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Replace the headings and paragraphs of Section 4 with:

Section 4 includes specifications related to the scope of work.

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

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

4-1.03 WORK DESCRIPTION

Construct the work described on the *Notice to Bidders* and as described in the Contract.

4-1.04 USE OF MATERIALS FOUND ON THE JOB SITE

You may use aggregate or other materials found in excavation that comply with the specifications. The Department pays for the material excavated at the excavation item Contract price. Replace the quantity of material removed and used with an equal quantity of material. The material must have been designated for use in the work. Except for material used as structure backfill, the Department does not pay for replacing the material. The Department pays for excavated material replacement used for structure backfill at the Contract price for structure backfill. Do not excavate material from outside the excavation's slope and grade lines without authorization.

4-1.05 CHANGES AND EXTRA WORK

4-1.05A General

The Department may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a *Change Order*.

A *Change Order* is approved when the Director signs the *Change Order*.

Continue contract operations as directed by the Engineer pending approval of any change order. Do not begin change order work until the change order has been approved in writing.

Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

4-1.05B Work-Character Changes

The Department adjusts the unit price for an item if:

1. An ordered plan or specification change materially changes the character of a work item from that on which the bid price was based
2. The unit cost of the changed item differs when compared to the unit cost of that item under the original plans and specifications
3. No approved *Change Order* addresses the payment

4-1.06 DIFFERING SITE CONDITIONS (23 CFR 635.109)

4-1.06A General

Reserved

4-1.06B Contractor's Notification

Promptly notify the Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:
 - 1.1. Contract documents
 - 1.2. Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

4-1.06C Engineer's Investigation and Decision

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

4-1.07 VALUE ENGINEERING

4-1.07A General

Reserved

4-1.07B Value Engineering Change Proposal

You may submit a VECP to reduce any of the following:

1. Total cost of construction
2. Construction activity duration
3. Traffic congestion

Before preparing a VECP, meet with the Engineer to discuss:

1. Proposal concept
2. Permit issues
3. Impact on other projects
4. Project impacts, including traffic, schedule, and later stages
5. Peer reviews
6. Overall proposal merits
7. Review times required by the Engineer and other agencies

The VECP must not impair the project's essential functions or characteristics, including:

1. Service life
2. Operation economy
3. Maintenance ease
4. Desired appearance
5. Design and safety

The VECP must include:

1. Description of the Contract specifications and drawing details for performing the work and the proposed changes.
2. Itemization of Contract specifications and plan details that would be changed.
3. Detailed cost estimate for performing the work under the existing Contract and under the proposed change.
Determine the estimates under section 9-1.04.
4. Deadline for the Engineer to decide on the changes.
5. Bid items affected and resulting quantity changes.

The Engineer is not required to consider a VECP. If a VECP is similar to a change in the plans or specifications being considered by the Engineer at the time the proposal is submitted or if the proposal is based on or similar to plans or specifications adopted by the Engineer before Contract award, the Engineer does not accept the VECP and may make these changes without VECP payments.

If the Engineer does not approve a *Change Order* before the deadline stated in the VECP or other date you subsequently stated in writing, the VECP is rejected. The Engineer does not adjust time or payment for a rejected VECP.

The Engineer decides whether to accept a VECP and the estimated net construction-cost savings from adopting the VECP or parts of it.

The Engineer may require you to accept a share of the investigation cost as a condition of reviewing a VECP. After written acceptance, the Engineer considers the VECP and deducts the agreed cost.

If the Engineer accepts the VECP or parts of it, the Engineer issues a *Change Order* that:

1. Incorporates changes in the Contract necessary to implement the VECP or the parts adopted
2. Includes the Engineer's acceptance conditions
3. States the estimated net construction-cost savings resulting from the VECP
4. Obligates the Engineer to pay you 50 percent of the estimated net savings

In determining the estimated net construction-cost savings, the Engineer excludes your VECP preparation cost and the Engineer's VECP investigation cost, including parts paid by you.

If a VECP providing for a reduction in traffic congestion or avoiding traffic congestion is accepted by the Engineer, the Engineer pays 60 percent of the estimated net savings in construction costs attributable to the VECP. Submit detailed traffic handling comparisons between the existing Contract and the proposed change, including estimates of the traffic volumes and congestion.

If an accepted VECP is adopted for general use, the Engineer pays only the contractor who first submitted the VECP and only to the contracts awarded to that contractor before the submission of the accepted VECP.

4-1.07C NOT USED

4-1.08–4-1.12 RESERVED

Before final inspection, leave the job site neat and presentable and dispose of:

- Do not remove warning, regulatory, or guide signs until Contract acceptance.

5 CONTROL OF WORK

Delete the 9th Paragraph of Section 5-1.01

Delete Section 5-1.09

Replace Section 5-1.12 with:

5-1.12 ASSIGNMENT

No third-party agreement relieves you or your surety of the responsibility to complete the work. Do not sell, transfer, or otherwise dispose of any Contract part without prior written consent from the Department.

If you assign the right to receive Contract payments, the Engineer accepts the assignment upon the Engineer's receipt of a notice. Assigned payments remain subject to deductions and withholds described in the Contract. The Department may use withheld payments for work completion whether payments are assigned or not.

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

Delete Section 5-1.13C

Delete Section 5-1.13D

Add to Section 5-1.20A:

During the progress of the work under this Contract, work under the City of Parlier contracts may be in progress at or near or adjacent to the job site of this Contract:

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 no 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.
- 6.

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 5-1.26 with:

5-1.26 CONSTRUCTION SURVEYS

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

Submit your request for Engineer-furnished stakes:

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

After your submittal, the Engineer starts staking within 2 business 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 highway

AA

6 CONTROL OF MATERIALS

Replace Section 6-2.03 with:

6-2.03 DEPARTMENT-FURNISHED MATERIALS

Request Department-furnished material at least 15 days before their scheduled installation.

If the Department furnishes the material:

1. At the job site, unload and store the material
2. At a location other than the job site, pick up the material, deliver to the job site and store it

You are responsible for the return or disposal of surplus Department-furnished material as specified or as directed.

You are responsible for the cost of replacing Department-furnished material. The Department deducts replacement costs. Department-furnished material not used in the work remains the property of the Department.

Add to Section 6-2.03:

The Department furnishes you with:

- Disks for survey monuments
- The Fresno County Seal for funding signs

Replace Section 6-3.02 with:

6-3.02 SPECIFIC BRAND OR TRADE NAME AND SUBSTITUTION

If substitution is expressly precluded for particular components by the special provisions, provide the specified components and do not request substitution.

A non-exclusive reference to a specific brand or trade name establishes a quality standard and is not intended to limit competition. Except for components for which the special provisions disallow substitution, 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

Replace Section 6-3.05A with:

6-3.05A General

The Department may use multiple QA methods for a material.

The Department's performs QA at its discretion.

You are solely responsible for ensuring the quality of your work.

Allow the Department to record, including photograph and video record, to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Department performs if they are available at the job site.

Schedule work to allow time for QA.

The Department deducts testing costs for work that does not comply with the Contract.

The Department may retest material previously tested and authorized for use. If the Department notifies you of a retest, furnish resources for retesting.

For a material specified to comply with a State Specification number, the material may comply with a later version of the specification. Obtain State Specifications from METS.

For a material specified to comply with a property shown in the following table, the Department tests under the corresponding California Test shown:

Property	California Test
Relative compaction	216 or 231
Sand equivalent	217
Resistance (R-value)	301
Grading (sieve analysis)	202
Durability index	229

- 1.6.4. Other employee you employ for the work
- 1.7. Pay rate
- 1.8. Itemized deductions made
- 1.9. Check number issued
- 2. Apprentices and the apprentice-to-journeyman ratio

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

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

The Department allows the use of a form with identical wording as the *Statement of Compliance* form provided by the Department.

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

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

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

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

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

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

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

Add following:

7-1.02K(4)i 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.

- D. Fresno County is committed to increasing the availability of employment and training opportunities, with particular attention to the plight of those who are most economically disadvantaged. In an effort to advance that purpose, the County will require that the Contractor and each subcontractor employed on this Project shall use their best efforts to ensure that thirty-three percent (33%) of apprentice hours, as determined by California Labor Code Section 1777.5 for each contractor and subcontractor of any tier on this Project, are performed by qualified participants in state approved apprenticeship programs who also are current or former "Welfare-to-Work" participants in the CalWORKs program. Provided, that nothing contained in this Paragraph D shall be interpreted to relieve or in any way diminish the obligation of the Contractor and each subcontractor to comply fully with all applicable apprenticeship laws in accordance with the California Labor Code and the California Code of Regulations; and accordingly such requirements as are contractually imposed by this Paragraph D shall be in addition to such legally mandated requirements, and applicable only to the extent fully consistent therewith.

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

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

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

Lead is present in earth material on the job site. The average lead concentrations are below 1,000 mg/kg total lead and below 5 mg/L soluble lead. The material on the job site:

1. Is not a hazardous waste
2. Does not require disposal at a permitted landfill or solid waste disposal facility

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

Replace Section 7-1.02M(2) with:

7-1.02M(2) Fire Prevention

FIRE PLAN - The Contractor shall cooperate with local fire prevention authorities in eliminating hazardous fire conditions and shall implement the following fire plan under the direction of the Engineer:

- A. The Contractor shall be responsible for:
1. Obtaining the phone number of the nearest fire suppression agency and providing this phone number to the Engineer as a first order of work,
 2. Immediately reporting to the nearest fire suppression agency fires occurring within the limits of the project,
 3. Preventing project personnel from setting open fires,
 4. Preventing the escape of fires caused directly or indirectly as a result of project operations and extinguishing these fires.
- B. Except for motor trucks, truck tractors, buses and passenger vehicles, the Contractor shall equip all hydro-carbon fueled engines, both stationary and mobile, including motorcycles, with spark arresters that meet United States Forest Service Standards as specified in the Forest Service Spark Arrester Guide and shall maintain the spark arresters in good operating condition. Spark arresters are not required by the State Department of Forestry or the United States Forest Service on equipment powered by properly maintained exhaust-driven turbo-charged engines or when equipped with scrubbers with properly maintained water levels. The Forest Service Spark Arrester Guide is available at the District Offices of the Department of Transportation.
- C. Toilets shall have a metal receptacle, at least 6 inches in diameter by 8 inches deep, half-filled with sand for ashes and discarded smokes, and within easy reach of anyone utilizing the facility.

- D. Equipment service areas, parking areas and gas and oil storage areas shall be located so that
The areas to be cleared and grubbed shall be cleared, and kept clear of, flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, and plastic waste.
- E. The Contractor shall furnish each piece of equipment with the following:
1. One shovel and one fully charged fire extinguisher UL rated at 4 B:C or more on each truck, personnel vehicle tractor, grader or other heavy equipment,
 2. One shovel and one back-pack 5-gallon water-filled tank with pump for each welder,
 3. One shovel or one chemical pressurized fire extinguisher, fully charged, for each 4431, and the California Administrative Code, Title 14, Section 1234,
 4. Shovels shall be size "O" or larger and shall be not less than 46 inches in length.
- F. The Contractor shall furnish a pickup truck and driver that will be available for fire control during working hours and as specified herein.
- G. The Contractor's operations shall also conform to the following:
1. During welding operations, the fire control pickup and associated fire tools shall be located as close as practicable to the welding operation, and shall remain there until welding is discontinued,
 2. During welding operations, a spotter, other than the welder, shall be assigned to observe welding to ensure that any stray sparks are extinguished immediately,
 3. During blasting operations, the fire control pickup and associated fire tools shall be located as close as practicable to the blasting operation, and shall remain there until blasting is discontinued.

The Engineer may order that construction operations be temporarily suspended in the event that, in the opinion of the Engineer, an extreme fire hazard exists.

If the project is shut down or partially shut down on account of hazardous fire conditions, working days during such period will be determined in the same manner as provided in Section 8-1.06, "Time of Completion," of the Standard Specifications for shutdowns due to weather.

Full compensation for conforming to the provisions herein shall be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor.

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

7-1.04 PUBLIC SAFETY

7-1.04A GENERAL

You are responsible to provide for public safety.

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

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

Move workers, equipment, and materials without endangering traffic.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane
2. Temporarily unprotected permanent obstacles: When the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and you elect to install the obstacle before installing the protective system; or you, for your convenience and as authorized, remove a portion of an existing protective railing at an obstacle and do not replace such railing completely the same day

3. Storage areas: When material or equipment is stored within 15 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the Contract
4. Height differentials: When construction operations create a height differential greater than 0.15 feet within 15 feet of the edge of traffic lane

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

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

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

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

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

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

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

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

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

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

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

7-1.04B WORK ZONE SAFETY AND MOBILITY

7-1.04B(1) POLICY

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

7-1.04B(2)TRAFFIC MANAGEMENT PLAN

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

7-1.04B(3)TEMPORARY TRAFFIC CONTROL PLAN

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

7-1.04B(4)PUBLIC INFORMATION

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

Replace the headings and paragraphs of Section 7-1.06 with:

7-1.06 INSURANCE

7-1.06A General

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

7-1.06B Casualty Insurance

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

1. Keep all insurance in full force and effect from the start of the work through Contract acceptance.
2. All insurance must be with an insurance company with a rating from A.M. Best Financial Strength Rating of A or better and a Financial Size Category of VIII or better.
3. Maintain completed operations coverage with a carrier acceptable to the State through the expiration of the patent deficiency in construction statute of repose set forth in Civ Pro Code § 337.15.

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

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

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

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

Contract signing constitutes certification submittal.

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

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

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

7-1.06D Liability Insurance

7-1.06D(1) General

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

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

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

Refer to the *Agreement* of these special provisions

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

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

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

7-1.06E Automobile Liability Insurance

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

7-1.06F Policy Forms, Endorsements, and Certificates

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

7-1.06G NOT USED

7-1.06H Enforcement

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

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

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

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

7-1.06I Self-Insurance

Comply with the *Agreement* of these special provisions

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

7-1.07 LEGAL ACTIONS AGAINST THE DEPARTMENT

7-1.07A General

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

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

7-1.07B Claims

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

AA

8 PROSECUTION AND PROGRESS

Add Section 8-1.01A

8-1.01A Work Hours

Perform all work on working days during daytime

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

Do not perform work during nighttime unless approved by the Engineer

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

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

You are not be 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 headings and paragraphs of Section 8-1.02 with:

8-1.02 SCHEDULE

When required by the special provisions, the Contractor shall submit to the Engineer a practicable progress schedule within 20 working days of approval of the contract, and within 10 working days of the Engineer's written request at any other time.

The schedule shall show the order in which the Contractor proposes to carry out the work, the dates on which the Contractor will start the several salient features of the work (including procurement of materials, plant, and equipment), and the contemplated dates for completing those salient features.

The progress schedules submitted shall be consistent in all respects with the time and order of work requirements of the contract.

Subsequent to the time that submittal of a progress schedule is required in accordance with these specifications, no progress payments will be made for any work until a satisfactory schedule has been submitted to the Engineer.

The Contractor shall notify the Engineer in writing at least two (2) working days prior to making any changes to the progress schedule. Changes in the progress schedule must be approved by the Engineer prior to being implemented by the Contractor.

The Contractor and all subcontractors shall deliver copies of his/her daily job logs to the Engineer on a weekly basis. At a minimum, the Contractor's and subcontractors' daily job logs shall include the Subcontractors working onsite, number of workers and their trade classification, description of work, visitors, temperature and weather conditions, accidents, delays, milestones and any other important information pertaining to the project that day.

8-1.02B(3) Updated Schedule

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

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

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

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

8-1.02C - 8-1.02D(10) Reserved

Replace Section 8-1.03 with:

8-1.03 PRECONSTRUCTION CONFERENCE

Attend a preconstruction conference with key personnel, including your assigned representative, at a time and location determined by the Engineer. Submit documents as required before the preconstruction conference. You may start work before the preconstruction conference only upon written authorization.

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

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

Replace the headings and paragraphs of Section 8-1.04 with:

8-1.04 START OF JOB SITE ACTIVITIES

8-1.04A General

Provide signed contracts bonds and insurance timely as required.

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

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

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

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

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

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

8-1.04B Standard Start

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

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

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

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

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

Complete work before the expiration of

Forty five (45) WORKING DAYS

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

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

Pay to the County of Fresno the sum of

Three thousand (\$3000.00)

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

8-1.04C Long Lead Time Equipment Start

Reserved

Replace Section 8-1.05 with:

8-1.05 TIME

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

Complete the work within the Contract time.

Meet each specified interim work completion date.

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

The *Weekly Statement of Working Days* shows:

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

Replace Section 8-1.06 with:

8-1.06 SUSPENSIONS

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

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

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

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

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

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

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

Add to the following Section 9-1.03A:

9-1.03A 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 proposal sheet(s) 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 proposal sheet(s), 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)."

Replace the 5th paragraph of Section 9-1.07A with:

For the California statewide crude oil price index, go to the Caltrans Division of Construction Web site.

Replace Section 9-1.16F with:

9-1.16F Retentions

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

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

The Department shall retain 5 percent of the estimated value of the work done and 5 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor.

The Department shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of

the contract. No monthly estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract.

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

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

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

Add the following Section:

9-1.23 RESOLUTION OF CONTRACT CLAIMS

Public works contract claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Contractor and a local public agency shall be resolved in accordance with the provisions of Article 1.5 (Sections 20104-20104.6, inclusive) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code. Article 1.5 requires that its provisions or a summary thereof be set forth in the plans and specifications for any work which may give rise to a claim thereunder. Accordingly, this contract incorporates all of the terms and conditions of Article 1.5, as follows:

Article 1.5 Resolution of Contract Claims

20104.(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Contractor and a local agency.

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

(b)(1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

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

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

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

20104.2 For any claim subject to this article, following requirements apply:

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

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

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

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

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

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

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

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

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

20104.4 The following procedures are established for all civil actions filed to resolve claims subject to this article:

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

(b)(1) If the matter remains in dispute, the case shall be submitted to the judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code.

The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rule pertaining to judicial arbitration.

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

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

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process. Arbitrators shall be experienced in construction law.

20104.6 (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

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

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## **12 TEMPORARY TRAFFIC CONTROL**

**Replace section 12-1.03 with:**

### **12-1.03 FLAGGING COSTS**

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

Furnishing and operating pilot cars if ordered is not change order work.

**Replace section 12-2 with:**

### **12-2 CONSTRUCTION PROJECT FUNDING SIGNS**

#### **12-2.01 GENERAL**

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

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

#### **12-2.02 MATERIALS**

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

Construction project funding signs must be wood post signs complying with section 56-4.

Sign panels for construction project funding signs must be framed, single sheet aluminum panels complying with section 56-2.

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 County provides only the overlay plates.

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

### **FEDERAL HIGHWAY TRUST FUNDS**

#### **12-2.03 CONSTRUCTION**

Provide and Install a total of four (4) construction project funding signs at the locations designated by the Engineer before starting major work activities visible to highway users.

Remove signs upon completion and acceptance of the work.,

#### **12-2.04 PAYMENT**

Not Used

**Replace Section 12-3.01C with:**

#### **12-3.01C Construction**

Furnishing, installing, maintaining, moving, and removing traffic control equipment and devices and performing lane closures, if lane closures are allowed, is your responsibility. For stationary lane closures use only one type of delineation - traffic cones or delineators.

Traffic control ordered by the Engineer is only change order work if the character of the work changes. Providing for public safety and convenience under section 7 is not change order work.

**Replace Section 12-3.02C with:**

**12-3.02C Construction**

Place barricades so that the stripes slope downward in the direction road users are to pass.

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

Install construction area signs and marker panels on barricades at the locations shown, if any.

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

Moving barricades after placement at the location shown or specified is change order work.

Moving barricades which are part of your Traffic Control System is not change order work.

**Replace 1st paragraph in section 12-3.06B(1) with:**

Construction area warning and guide signs must have a black legend on a retroreflective, nonfluorescent-orange background. W10-1 advance warning sign for highway-rail grade crossings must have a black legend on a retroreflective, nonfluorescent-yellow background.

**Add to section 12-3.06D**

Payment for stationary construction signs is paid under Traffic Control Systems.

Provide Type K Temporary Railing in accordance with Section 12-3.08

**Add to section 12-3.12C:**

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 "Reserved" in section 12-3.13 with:**

**12-3.13A General**

**12-3.13A(1) Summary**

Section 12-3.13 includes specifications for protecting traffic and workers with an impact attenuator vehicle during moving lane closures and when placing and removing components of stationary lane closures, ramp closures, shoulder closures, or a combination.

**12-3.13A(2) Definitions**

**impact attenuator vehicle:** Support truck that is towing a deployed attenuator mounted to a trailer or a support truck with a deployed attenuator that is mounted to the support truck.

**12-3.13A(3) Submittals**

Submit a certificate of compliance for each attenuator used on the project.

**12-3.13A(4) Quality Control and Assurance**

Do not start impact attenuator vehicle activities until authorized.

Before using an impact attenuator vehicle, conduct a meeting with the Engineer, subcontractors, and other parties involved with traffic control to discuss the operation of the impact attenuator vehicle during moving lane closures and when placing and removing components of a stationary traffic control system.

Schedule the location, time, and date for the meeting with all participants. Furnish a meeting facility located within 5 miles of the job site or at another authorized location.

**Contract Number 16-17-C**

### **12-3.13B Materials**

Impact attenuator vehicles must be on the Authorized Materials List for highway safety features. Impact attenuator vehicles must comply with Veh Code Div 12.

For the Trinity MPS-350 truck-mounted attenuator, the support truck must not have a fuel tank mounted underneath within 10'-6" of the rear of the support truck.

Each impact attenuator vehicle must have:

1. Inverted "V" chevron pattern placed across the entire rear of the attenuator composed of alternating 4-inch wide nonreflective black stripes and 4-inch wide yellow retroreflective stripes sloping at 45 degrees
2. Type II flashing arrow sign
3. Flashing or rotating amber light
4. Operable 2-way communication system for maintaining contact with workers

### **12-3.13C Construction**

Except where prohibited, use an impact attenuator vehicle:

1. To follow behind equipment and workers who are placing and removing components of a stationary lane closure, ramp closure, shoulder closure, or any combination. Operate the flashing arrow sign in the arrow or caution mode during this activity, whichever applies. Follow at a distance that prevents intrusion into the workspace from passing traffic.
2. As a shadow vehicle in a moving lane closure.

Monitor placement and use of the attenuator vehicle on a regular basis and adjust the use of the attenuator to match changing field conditions as construction progresses.

After placing components of a stationary traffic control system you may place the impact attenuator vehicle in advance of the work area or at another authorized location to protect traffic and workers.

Secure objects, including equipment, tools, and ballast on impact attenuator vehicles to prevent loosening upon impact by an errant vehicle.

Do not use a damaged attenuator in the work. Replace any attenuator damaged from an impact during work activities.

### **12-3.13D Payment**

Not Used

**Replace section 12-3.19 of the RSS for section 12-3 with:**

### **12-3.19 PORTABLE TRANSVERSE RUMBLE STRIPS**

#### **12-3.19A General**

##### **12-3.19A(1) Summary**

Section 12-3.19 includes specifications for placing portable transverse rumble strips.

##### **12-3.19A(2) Definitions**

Not Used

##### **12-3.19A(3) Submittals**

Submit a copy of the manufacturer's instructions.

##### **12-3.19A(4) Quality Control and Assurance**

Not Used

#### **12-3.19B Materials**

The portable transverse rumble strip must be either the RoadQuake 2 or the RoadQuake 2 Folding rumble strip manufactured by Plastic Safety Systems, Inc. For information on obtaining the rumble strips, contact:

Customer Service

Plastic Safety Systems, Inc.

2444 Baldwin Road

Cleveland, OH 44104

Telephone Number: (800) 662-6338 or (216) 231-8590

### **12-3.19C Construction**

Rumble strips must be in place before closing the lane to traffic.

If the RoadQuake 2 is used, securely connect the 3 sections under the manufacturer's instructions before placing them in the traffic lane.

Remove all portable transverse rumble strips and warning signs before opening the lane to traffic.

If the Engineer determines that the rumble strips no longer provide audible and vibratory alerts, replace the portable transverse rumble strips.

### **12-3.19D Payment**

Not Used

#### **Add to section 12-4.01:**

Payment for transporting bicyclists through a 1-way reversing traffic control work zone is included in the payment for traffic control system.

#### **Add to section 12-4.02A:**

The full width of the traveled way must be open to traffic when there are no active construction activities in the traveled way or within 6 feet of the traveled way and on:

1. Saturdays
2. Sundays
3. Designated holidays

Designated holidays are shown in section 1-1.07B

For a one-way reversing traffic-control lane closure, traffic may be stopped in 1 direction for periods not to exceed Ten (10) minutes. After each stoppage, all accumulated traffic for that direction must pass through the work zone before another stoppage is made.

The maximum length of a single stationary one-way reversing traffic-control lane closure is two (2) miles between flaggers.

The maximum length of the work area inside a lane closure other than one-way reversing traffic-control lane closure is two (2) miles.

Not more than One (1) stationary lane closure will be allowed in each direction of travel at one time. Concurrent stationary closures in the same direction of travel must be spaced no closer than Three (3) miles apart. Closures in the same direction of travel on alternating inside lane/outside lanes must be spaced by an additional Three (3) miles.

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

If work vehicles or equipment are parked within 6 feet of a traffic lane, close the shoulder area as shown.

A minimum of 1 paved traffic lane not less than 11 feet wide must be open for use by traffic.

#### **Replace section 12-5 with:**

### **12-5 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE**

#### **12-5.01 GENERAL**

Section 12-5 includes specifications for closing traffic lanes, ramps, or a combination, with stationary and moving lane closures on multilane highways and 2-lane, 2-way highways. The traffic control system for a lane closure or a ramp closure must comply with the details shown and approved traffic control plan.

Traffic control system includes signs.

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

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



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

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

#### **Add to section 12-5.01:**

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

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

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

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

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

The existing traffic signal located at Manning Avenue and Newmark Avenue, Manning Avenue and Zediker Avenue, Manning Avenue and Lac Jac Avenue must remain fully operational during construction. Providing, installing, maintaining, and removing all traffic control, including portable changeable message signs if required, temporary signal equipment, generators for temporary power, obtaining and complying with all permits, and providing all traffic control operations shall be the responsibility of the contractor, and no additional compensation will be allowed therefor.

#### **12-5.02 MATERIALS**

Vehicles equipped with attenuators must comply with section 12-3.13 of the special provisions.

An attenuator must be a brand on the Authorized Material List for highway safety features.

Each attenuator must be individually identified with the manufacturer's name, address, attenuator model number, and a specific serial number. The name and number must be a minimum 1/2 inch high and located on the left, street side, lower front corner. The attenuator must have a message adjacent to the name and model number in 1/2-inch high letters with the blanks filled in by the attenuator manufacturer stating, "The bottom of this attenuator must be  $27 \pm 2$  inches above the ground at all points for proper impact performance." Do not use an attenuator that is damaged or appears to be in poor condition until it is recertified by the manufacturer. The Engineer determines if a used attenuator supplied under this Contract needs to be recertified. Each unit must be certified by the manufacturer to comply with the requirements for an attenuator under the standards established by METS.

A new attenuator design that is proposed as equal to the authorized attenuators must comply with the procedures established by METS, including crash testing. Contact METS for information regarding submittal of new designs for evaluation.

A new attenuator that is proposed as equal to the authorized attenuators or attenuators ordered for recertification must not be used until authorized by METS.

### **12-5.03 CONSTRUCTION**

#### **12-5.03A General**

During traffic striping and pavement marker placement using bituminous adhesive, control traffic with a stationary or a moving lane closure. During other activities, control traffic with stationary lane closures.

Whenever components of the traffic control system are displaced or cease to operate or function as specified from any cause, immediately repair the components to the original condition or replace the components and restore the components to the original location.

#### **12-5.03B Stationary Lane Closures**

For a stationary lane closure, ramp closure, or a combination, made only for the work period, remove the components of the traffic control system from the traveled way and shoulder, except for portable delineators placed along open trenches or excavation adjacent to the traveled way at the end of each work period. You may store the components at selected central locations designated by the Engineer within the limits of the highway.

#### **12-5.03C Moving Lane Closures**

A changeable message sign used in a moving lane closure must comply with section 12-3.12 except the sign must be truck-mounted. The full operational height to the bottom of the sign may be less than 7 feet above the ground but must be as high as practicable.

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

### **12-5.04 PAYMENT**

Traffic control system for lane closure is paid for as traffic control system. Flagging costs are paid for as specified in section 12-1.03.

The requirements in section 4-1.05 for payment adjustment do not apply to traffic control system. Adjustments in compensation for traffic control system will be made for an increase or decrease in traffic control work if ordered and will be made on the basis of the cost of the necessary increased or decreased traffic control. The adjustment will be made on a force account basis for increased work and estimated on the same basis in the case of decreased work.

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

**Replace section 12-8 with:**

### **12-8 TEMPORARY PAVEMENT DELINEATION**

#### **12-8.01 GENERAL**

Section 12-8 includes specifications for placing, applying, maintaining, and removing temporary pavement delineation.

Painted traffic stripe used for temporary delineation must comply with section 84-3. Apply 1 or 2 coats.

Temporary signing for no-passing zones must comply with section 12-3.06.

#### **12-8.02 MATERIALS**

##### **12-8.02A General**

Not Used

##### **12-8.02B Temporary Lane Line and Centerline Delineation**

Temporary pavement markers must be the same color as the lane line or centerline markers being replaced.

Temporary pavement markers must be one of the temporary pavement markers on the Authorized Material List for short-term day or night use, 14 days or less, or long-term day or night use, 180 days or less.

##### **12-8.02C Temporary Edge Line Delineation**

Temporary, removable, construction-grade striping and pavement marking tape must be one of the types on the Authorized Material List. Apply temporary, removable, construction-grade striping and pavement marking tape under the manufacturer's instructions.

### **12-8.03 CONSTRUCTION**

#### **12-8.03A General**

Whenever work activities obliterate pavement delineation, place temporary or permanent pavement delineation before opening the traveled way to traffic. Place lane line and centerline pavement delineation for traveled ways open to

traffic. On multilane roadways, freeways, and expressways, place edge line delineation for traveled ways open to traffic.

Establish the alignment for temporary pavement delineation, including required lines or markers. Surfaces to receive an application of paint or removable traffic tape must be dry and free of dirt and loose material. Do not apply temporary pavement delineation over existing pavement delineation or other temporary pavement delineation. Maintain temporary pavement delineation until it is superseded or you replace it with a new striping detail of temporary pavement delineation or permanent pavement delineation.

Place temporary pavement delineation on or adjacent to lanes open to traffic for a maximum of 14 days. Before the end of the 14 days, place the permanent pavement delineation. If the permanent pavement delineation is not placed within the 14 days, replace the temporary pavement markers with additional temporary pavement delineation equivalent to the striping detail specified for the permanent pavement delineation for the area. The Department does not pay for the additional temporary pavement delineation.

When the Engineer determines the temporary pavement delineation is no longer required for the direction of traffic, remove the markers, underlying adhesive, and removable traffic tape from the final layer of surfacing and from the existing pavement to remain in place. Remove temporary pavement delineation that conflicts with any subsequent or new traffic pattern for the area.

#### **12-8.03B Temporary Lane Line and Centerline Delineation**

Whenever lane lines or centerlines are obliterated, the minimum lane line and centerline delineation must consist of temporary pavement markers placed longitudinally at intervals not exceeding 24 feet. The temporary pavement markers must be temporary pavement markers on the Authorized Material List for short-term day or night use, 14 days or less, or long-term day or night use, 180 days or less. Place temporary pavement markers under the manufacturer's instructions. Cement the markers to the surfacing with the adhesive recommended by the manufacturer, except do not use epoxy adhesive to place pavement markers in areas where removal of the markers will be required.

For temporary lane line or centerline delineation consisting entirely of temporary pavement markers, place the markers longitudinally at intervals not exceeding 24 feet.

Where no-passing centerline pavement delineation is obliterated, install the following temporary no-passing zone signs before opening lanes to traffic. Install a W20-1, "Road Work Ahead," sign from 1,000 feet to 2,000 feet in advance of a no-passing zone. Install a R4-1, "Do Not Pass," sign at the beginning of a no-passing zone and at 2,000-foot intervals within the no-passing zone. For continuous zones longer than 2 miles, install a W7-3a or W71(CA), "Next \_\_\_ Miles," sign beneath the W20-1 sign. Install a R4-2, "Pass With Care," sign at the end of the no-passing zone. The Engineer determines the exact location of temporary no-passing zone signs. Maintain the temporary no-passing zone signs in place until you place the permanent no-passing centerline pavement delineation. Remove the temporary no-passing zone signs when the Engineer determines they are no longer required for the direction of traffic.

All work specified in Section 7-1.03, "Public Convenience," of the Standard Specifications shall be performed by the Contractor.

#### **12-8.03C Temporary Edge Line Delineation**

Whenever edge lines are obliterated on multilane roadways, freeways, and expressways, place edge line delineation for that area adjacent to lanes open to traffic consisting of (1) solid, 4-inch wide traffic stripe tape of the same color as the stripe being replaced, (2) traffic cones, (3) portable delineators or channelizers placed longitudinally at intervals not exceeding 100 feet. You may apply temporary painted traffic stripe where removal of the 4-inch wide traffic stripe will not be required.

The Engineer determines the lateral offset for traffic cones, portable delineators, and channelizers used for temporary edge line delineation. If traffic cones or portable delineators are used for temporary pavement delineation for edge lines, maintain the cones or delineators during hours of the day when the cones or delineators are being used for temporary edge line delineation.

Channelizers used for temporary edge line delineation must be an orange surface-mounted type. Cement channelizer bases to the pavement as specified in section 85 for cementing pavement markers to pavement except do not use epoxy adhesive to place channelizers on the top layer of the pavement. Channelizers must be one of the 36-inch, surface-mounted types on the Authorized Material List.

Remove the temporary edge line delineation when the Engineer determines it is no longer required for the direction of traffic.

1000 feet and 500 feet in advance of each segment of continuous un-backed shoulder (where a continuous segment is considered to be an individual project location to receive an overlay with no gaps in excess of 1/4 mile) W16-2a Supplemental Plaques shall be included below the W8-9 or W8-9a and shall read "1000 FT" and "500 FT," respectively.

In between W8-9 or W8-9a signs where the un-backed shoulder is present, portable delineators shall be placed at intervals of 100 feet. Such markers shall be not less than 36 inches in height and shall include retroreflective bands for nighttime use. In lieu of portable delineators, the Contractor may place cones at intervals of 100 feet. Such cones shall be not less than 36 inches in height and shall include retroreflective bands for nighttime use. The contractor shall use either portable delineators or cones on any given segment, and shall not use both portable delineators and cones interchangeably within any segment.

The Contractor shall be responsible for maintenance of the signs, supplemental plaques, posts, and portable delineators until work has been completed and has been accepted in writing by the Engineer.

The signs, plaques, metal post mounting, and portable delineators or cones shall conform to the 2014 California MUTCD.

## 12-8.04 PAYMENT

[illegible]

**Add to section 13-1.01A:**

The following RWQCBs will review the authorized SWPPP California State Water Resources Control Board

Discharges of stormwater from the project must comply with the permit issued by the State Water Resources Control Board RWQCB for *National Pollutant Discharge Elimination System (NPDES) Order No 2009-0009-DWQ, NPDES NO. CAS000002*. The RWQCB permit governs stormwater and nonstormwater discharges resulting from construction activities in the project area. The RWQCB permit may be viewed at Web site for the State Water Resources Control Board, Storm Water Program, General Permit



## 15 EXISTING FACILITIES

Replace section 15-1.03B with:

### 15-1.03B Residue Containing Lead from Paint and Thermoplastic

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

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

Payment for handling, removal, and disposal of grinding or cold planing residue that is a nonhazardous waste is included in the payment for the type of removal work involved.

Replace section 15-1.03C with:

### 15-1.03C Loop Detectors

The existing inductive loop detectors shown at Manning Avenue and Newmark Avenue. Zediker Ave and Lac Jac Avenue must remain in place and operational.

If you damage any part of a loop conductor including an adjacent loop and the portion leading to the adjacent pull box, replace the entire loop detector.

Replace section 15-2.02B(3) with:

### 15-2.02B(3) Cold Planing Asphalt Concrete Pavement

#### 15-2.02B(3)(a) General

At the locations listed below, where cold planing thickness is 0.25', schedule cold planing activities to ensure that cold planing, placement of HMA, and reopening the area to traffic is completed during the same work shift:

1. Manning Avenue, as shown on project details.
2. Shaw Avenue, as shown on project details.

At the location listed above, if you do not complete HMA placement before opening the area to traffic, you must:

1. Construct a temporary HMA taper to the level of the existing pavement
2. Place HMA during the next work shift
3. Submit a corrective action plan that shows you will complete cold planing and placement of HMA in the same work shift. Do not restart cold planing activities until the Engineer approves the corrective action plan.

For locations not listed above, schedule cold planing activities so that not more than 7 days elapses between the time the pavement is cold planed and the HMA is placed.

### Add to section 15-2.02B(3) REMOVE ASPHALT CONCRETE PAVEMENT

The provisions in Section 19 of the Standard Specifications regarding subgrade preparation shall be waived for this project.

The Contractor shall repair pavement deficiencies, including potholes and washboards, as directed by the Engineer.

Pavement repairs shall consist of cutting around the damaged area in a rectangular shaped, neat line, excavating and removing pavement and base to a depth of six inches and minimum four (4) feet width, or as directed by the Engineer; applying tack coat to the vertical edges of the excavation, and placing and compacting six inches of asphalt concrete to match the existing grade.

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

The contract price paid per square yard for Remove 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 Remove Asphalt Concrete Pavement to be paid for will be the actual area repaired. The provisions in Section 9-1.06, "Changed Quantity Payment Adjustments", of the Standard Specifications shall not apply.

#### **15-2.02B(3)(b) Materials**

Use the same quality of HMA for temporary tapers that is used for the HMA overlay or comply with the specifications for minor HMA in section 39.

#### **15-2.02B(3)(c) Construction**

##### **15-2.02B(3)(c)(i) General**

Do not use a heating device to soften the pavement.

The cold planing machine must be:

1. Equipped with a cutter head width that matches the planing width. If the cutter head width is wider than the cold plane area shown, submit to the Engineer a request for using a wider cutter head. Do not cold plane unless the Engineer approves your request.
2. Equipped with automatic controls for the longitudinal grade and transverse slope of the cutter head and:
  - 2.1. If a ski device is used, it must be at least 30 feet long, rigid, and a 1-piece unit. The entire length must be used in activating the sensor.
  - 2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint-matching shoe may be used.
3. Equipped to effectively control dust generated by the planing operation
4. Operated so that no fumes or smoke is produced.

Replace broken, missing, or worn machine teeth.

##### **15-2.02B(3)(c)(ii) Grade Control and Surface Smoothness**

Furnish, install, and maintain grade and transverse slope references.

The depth, length, width, and shape of the cut must be as shown or as ordered. The final cut must result in a neat and uniform surface. Do not damage the remaining surface.

The completed surface of the planed asphalt concrete pavement must not vary more than 0.02 foot when measured with a 12-foot straightedge parallel with the centerline. With the straightedge at right angles to the centerline, the transverse slope of the planed surface must not vary more than 0.03 foot.

Where lanes are open to traffic, the drop-off of between adjacent lanes must not be more than 0.15 foot more than one calendar day

##### **15-2.02B(3)(c)(iii) Temporary HMA Tapers**

If a drop-off between the existing pavement and the planed area at transverse joints cannot be avoided before opening to traffic, construct a temporary HMA taper. The HMA temporary taper must be:

1. Placed to the level of the existing pavement and tapered on a slope of 30:1 (horizontal:vertical) or flatter to the level of the planed area
2. Compacted by any method that will produce a smooth riding surface

Completely remove temporary tapers before placing permanent surfacing.

Schedule cold planing activities for tapers so that not more than 7 days elapses between the time the pavement is cold planed and the HMA is placed.

**15-2.02B(3)(c)(iv) Remove Planed Material**

Remove cold planed material concurrent with planing activities so that removal does not lag more than 50 feet behind the planer.

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

**15-2.02B(3)(d) Payment**

Payment for removal of pavement markers, thermoplastic traffic stripe, painted traffic stripe, pavement marking and hauling and stockpiling within the area of cold planing is included in the payment for cold plane asphalt concrete pavement of the types shown in the Bid Item List.

**Replace section 15-2.05B with:**

**15-2.05B Protect Existing Detector Loops**

The existing loop detector sensor units at the intersections of Manning Ave and Newmark Ave, Zedker Ave and Lac Zac Ave shall be replaced with new loop detector sensor units only if they are damaged by the Contractors operations.

Final placement, type, shape, size, and quantity of new loop detectors installed shall be as directed by the Engineer.

If part of a loop detector sensor unit, including the portion leading to the adjacent pull box, is damaged by the Contractor's operations, the entire loop detector sensor unit shall be replaced.

The following are contacts to report a damaged loop detector sensor unit:

Mr. Dave Row  
City of Fresno Traffic Signals and Street Lights  
(559) 621-1312  
Or  
Ms. Jill Gormley  
City of Fresno Traffic Engineering Manager  
(559) 621-8792

**Protect Manholes and Valves Covers**

Existing manhole and valve covers within the road work area shall be protected in place. Remove the required depth of existing asphalt around the manhole by hand or by other means approved by the Engineer.

For your convenience you can lower manhole and valve covers prior to your operation. Manhole and valve covers shall be raised to match the finish surface. No payment will be made for work done for your convenience.

Temporary tapers shall be installed around any manholes located in a travel lane that is open to public traffic. Asphalt concrete for temporary tapers shall be placed to the level of the existing manhole and tapered on a slope of 1:30 (Vertical: Horizontal) or flatter to the level of the planed area.

Prior to applying Hot Mix Asphalt, the Contractor shall cover valve covers, located within the area of application, using a plastic or oil resistant construction paper secured to the facility being covered by tape or adhesive. The covered facilities shall be referenced by the Contractor, with a sufficient number of control points to relocate the facilities after the HMA has been placed. After completion of the HMA overlay operation, all temporary coverings shall be removed and disposed of in a manner satisfactory to the Engineer. Caution shall be used when placing the HMA overlay so as to prevent damage to the exposed manholes.

Any damaged caused to a manhole or valve cover by the Contractor shall be repaired by the Contractor at the Contractor's expense to the satisfaction of the Engineer.

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**17 WATERING**

**Replace the 1st sentence of the paragraph in section 17-1.02 with:**

Water must be nonpotable.



## 19 EARTHWORK

**Add to section 19-5.03B:**

Item 2 of the 1st paragraph does not apply.

**Add to section 19-9.02:**

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

This work shall consist of constructing shoulder backing adjacent to the edge of new pavement surfacing in conformance with the details shown on the project detail drawings and these special provisions.

Imported material for shoulder backing material or material processed from reclaimed portland cement concrete, lean concrete base, cement treated base, or a combination of any of these materials, conforming to the following grading and quality requirements.



**Replace Reserved in section 36-4 with:**

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

Not Used

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:

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

The residue is generated by:

Not Used

Produce and place HMA Type A under the method construction process.

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

The aggregate for HMA Type A must comply with the 3/4-inch grading.

The aggregate for HMA Type A must comply with the 1/2-inch grading when pavement layer thickness is 0.10'.

The aggregate for HMA Type A must comply with the following:

|                                     |           |
|-------------------------------------|-----------|
| Type A HMA pavement thickness shown | Gradation |
| Less then 0.10 foot                 | 3/8 inch  |

|                             |          |
|-----------------------------|----------|
| 0.10 to less than 0.15 foot | 1/2 inch |
| 0.15 to 0.25 foot           | 3/4 inch |

**Replace the 1st paragraph of section 39-1.02F (1) of the RSS with**

You may produce HMA Type A using RAP. HMA produced using RAP must comply with the specifications for HMA, except aggregate quality specifications do not apply to RAP. You may substitute RAP at a substitution rate not exceeding 15 percent of the aggregate blend.

**Delete the 6th paragraph of section 39-1.02F (1) of the RSS**

**Delete section 39-1.02F(3) of RSS**

**Delete item 8 in the RSS section entitled “Replace items 7 and 8 in the 5th paragraph of section 39-1.03A with:”**

**Delete the portion of section 39-1.03B of RSS after the first table titled “HMA Mix Design Requirements”.**

**Replace RSS section “Replace item 4 in the list in the 1st paragraph of RSS section 39-1.03C with:” with:**

4. JMF Renewal on a Contractor Job Mix Formula Renewal Form, if applicable.

**Delete the RSS section entitled “Add to the end of section 39-1.03C:”**

**Replace item 3 of the 2nd paragraph of the RSS section entitled “Replace section 39-1.03G with:” with:**

3. JMF verification on Caltrans Hot Mix Asphalt Verification form for the accepted JMF to be modified.

**Replace the 5th paragraph of the RSS section entitled “Replace section 39-1.03G with:” with:**

If the JMF is verified, the Engineer revises your Caltrans Hot Mix Asphalt Verification form to include the new asphalt binder source. Your revised form will have the same expiration date as the original form.

**Replace RSS section “Replace the 2nd paragraph of section 39-1.04E with:” with:**

Perform QC testing for RAP aggregate gradation under California Test 384 and submit results with the combined aggregate gradation.

**Replace section 39-1.06 “DISPUTE RESOLUTION”**

Work with the Engineer to avoid potential conflicts and to resolve disputes regarding test result discrepancies. Notify the Engineer within 5 days of receiving a test result if you dispute the test result.

If you or the Engineer dispute each other's test results, submit quality control test results and copies of paperwork including worksheets used to determine the disputed test results.

**Delete the 3rd paragraph of section 39-1.08A of the RSS**

**Replace both of the “Department (‘s)” in the 2nd paragraph of section 39-1.08A with:**

**Caltrans (‘).**

**Replace “Department” in the RSS section entitled “Add to the beginning of section 39-1.08C with:”**

**Caltrans’.**

**Add to section 39-1.09C:**

Apply Tack Coat to existing surfaces to be surfaced, between layers of HMA, and to vertical surfaces against which new HMA is to be placed, and as directed by the Engineer.

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

The application range for Tack Coat shall be between 0.02-0.10 gallons per square yard. The exact application rate within that range will be determined by the engineer.

**Add to section 39-1.11B(1):**

If you perform half-width paving, at the end of each day's work the distance between the ends of adjacent surfaced lanes must not be greater than 10 feet or less than 5 feet.

**Delete section 39-1.11B(2) of the RSS**

**Add to section 39-1.11D of the RSS:**

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 at the same

thickness as the overlay for the first 2 feet and then feather the HMA to match the existing driveway or private road at a rate of 1:20 or as directed by the Engineer.

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 the 1st paragraph of section 39-1.12A with:**

Determine HMA smoothness with a straightedge. The Engineer can verify some or all of the smoothness measurements.

**Delete section 39-1.12C**

**Replace section 39-1.14 with:**

**39-1.14 MISCELLANEOUS AREAS AND DIKES**

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

The following specifications in section 39 do not apply to miscellaneous areas and dikes:

1. HMA construction process
2. HMA mix design requirements
3. Contractor quality control
4. Production start-up evaluation

Miscellaneous areas are outside the traveled way and include:

1. Median areas not including inside shoulders
2. Island areas
3. Sidewalks
4. Gutters
5. Gutter flares
6. Ditches
7. Overside drains
8. Aprons at the ends of drainage structures
9. Asphalt Landings

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

For Asphalt Landings:

1. Install truncated dome panel as shown
2. Remove existing pavement and obstacles necessary to construct landing
3. Install dikes as shown adjacent to landing
4. Paint dike with white paint under Section 84

The finished surface must be:

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

For miscellaneous areas and dikes:

1. Do not submit a JMF.
2. Choose the 3/8-inch or 1/2-inch HMA Type A and Type B aggregate gradations.
3. Minimum asphalt binder content must be 6.8 percent for 3/8-inch aggregate and 6.0 percent for 1/2-inch aggregate. If you request and if authorized, you may reduce the minimum asphalt binder content.
4. Choose asphalt binder Grade PG 70-10 or the same grade specified for HMA.

**Delete the section of the RSS entitled “Replace “6.8” in the 1st paragraph of 39-1.15B with:“**

**Delete the section of the RSS entitled “Replace “6.0” in the 1st paragraph of 39-1.15B with:“**

**Add to section 39.1.16 RUMBLE STRIPS:**

Construct rumble strips in the top layer of HMA surfacing by ground-in methods.

Select the method and equipment for constructing ground-in indentations.

Do not construct rumble strips:

1. On structures, approach slabs, or concrete weigh-in-motion slabs
2. At intersections
3. Bordering two-way left turn lanes, driveways, or other high-volume turning areas
4. Within 6 inches of any concrete pavement joint

Indentations must comply with the dimensions shown and not vary more than:

1. 10 percent in length
2. 0.06 inch in depth
3. 10 percent in width
4. 1 inch in center-to-center spacing between rumble strips

The noise level created by the combined grinding activities must not exceed 86 dBA when measured at a distance of 50 feet at right angles to the direction of travel.

Break rumble strips before and after intersections, driveways, railroad crossings. You may adjust breaks and the break distances as needed at low-volume driveways or other locations if authorized.

Also, provide breaks in rumble strips every 1320' for distances of 12'. Remove grinding residue under section 13-4.03E(7).

Dispose of the removed material.

On ground areas, apply fog seal coat under section 37-2.

The payment quantity for any type of rumble strip is the length measured by the station along the length of the rumble strip without deductions for gaps between indentations.

**Replace section 39-1.30 with:**

**39-1.30 PAVEMENT EDGE TREATMENTS**

**39-1.30A General**

Construct edge treatment on the HMA pavement as shown.

For paving operations where the construction of a tapered edge is required, initial paving operations for each lift shall include the construction of a “test section” whereby the contractor shall demonstrate the capability to produce a tapered edge of the required cross section and with adequate consolidation of the material.

If the tapered edge is to be constructed in conjunction with more than one lift of pavement, construct a test section for each lift that includes construction of the tapered edge.

The test section:

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

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

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

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

### **39-1.30B Materials**

Where a tapered edge is required according to the Plans or “Project Details,” use the same type of HMA used for the adjacent lane or shoulder.

### **39-1.30C Construction**

The edge of roadway where the tapered edge is to be placed must have a solid base, free of debris such as loose material, grass, weeds, or mud. Grade the areas to receive the tapered edge as required.

The tapered edge treatment must be placed monolithic with the adjacent lane or shoulder and shaped and compacted with a device attached to the paver.

The device must be capable of shaping and compacting HMA to the required cross section as shown. Compaction must be accomplished by constraining the HMA to reduce the cross sectional area by 10 to 15 percent.

The device must produce a uniform surface texture without tearing, shoving, or gouging and must not leave marks such as ridges and indentations. The device must be capable of transitioning to cross roads, driveways, and obstructions.

For the tapered edge, the angle of the slope must not deviate by more than  $\pm 5$  degrees from the angle shown. Measure the angle from the plane of the adjacent finished pavement surface.

If paving is done in multiple lifts, the tapered edge must be placed with each lift.

Short sections of hand work are allowed to construct tapered edge transitions.

### **39-1.30D Payment**

Not Used

## **39-3 METHOD CONSTRUCTION PROCESS**

### **39-3.01 GENERAL**

## **Contract Number 16-17-C**

Use Method construction process.

**Delete Hamburg wheel track tests in RSS “Replace the 1st paragraph of section 39-3.02A with:”**

**Replace section 39-6 with:**

### 39-6 PAYMENT

Section 39-6 includes specifications for HMA payment. The weight of each HMA mixture designated in the Bid Item List must be the combined mixture weight.

If the QC/QA construction process is specified, the Engineer adjusts payment under section 39-4.

If recorded batch weights are printed automatically, the bid item for HMA is measured by using the printed batch weights, provided:

1. Total aggregate and supplemental fine aggregate weight per batch is printed. If supplemental fine aggregate is weighed cumulatively with the aggregate, the total aggregate batch weight must include the supplemental fine aggregate weight.
2. Total asphalt binder weight per batch is printed.
3. Each truckload's zero tolerance weight is printed before weighing the 1st batch and after weighing the last batch.
4. Time, date, mix number, load number, and truck identification is correlated with a load slip.
5. Copy of the recorded batch weights is certified by a licensed weighmaster and submitted to the Engineer.

If tack coat, asphalt binder, and asphaltic emulsion are paid with separate contract items, their contract items are measured under section 92 or section 94.

The Department does not adjust the unit price for an increase or decrease in the tack coat quantity. Section 9-1.06 does not apply to tack coat.

Place hot mix asphalt dike of the type specified is measured along the completed length.

Place hot mix asphalt (miscellaneous areas) is measured as the in-place compacted area.

HMA dike is paid for as place hot mix asphalt dike of the type specified in the Bid Item List and by weight for hot mix asphalt.

Payment for the removal of existing asphalt dike is included under place hot mix asphalt dike of the type specified in the Bid Item List

HMA specified to be placed in miscellaneous areas is paid for as place hot mix asphalt (miscellaneous area) and by weight for hot mix asphalt.

If the QC/QA construction process is specified, HMA placed in dikes and miscellaneous areas is paid for as hot mix asphalt as specified in section 39-4 except section 39-4.04B does not apply.

If minor hot mix asphalt is paid by area, it is measured from the dimensions shown.

Payment for tack coat for minor HMA is included in payment for minor hot mix asphalt or the bid item that requires minor HMA.

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

**Replace the headings and paragraphs in section 40 with:**

## 40-1 GENERAL

#### 40-1.01 GENERAL

## 40-1.01A Summary

Section 40-1 includes general specifications for constructing concrete pavement.



#### **40-1.01B Definitions**

**concrete raveling:** Progressive disintegration of the pavement surface resulting from dislodged aggregate.

**full depth crack:** Crack that runs from one edge of the slab to the opposite or adjacent side of the slab, except a crack parallel to and within 0.5 foot of either side of a planned contraction joint

**working crack:** Crack that extends through the full depth of the slab and is parallel to and within 0.5 foot of either side of a planned contraction joint.

**action limit:** Value at which corrective actions must be made while production may continue.

**suspension limit:** Value at which production must be suspended while corrections are made.

#### **40-1.01C Submittals**

##### **40-1.01C(1) General**

At least 15 days before delivery to the job site, submit manufacturer's recommendations and instructions for storage and installation of:

1. Threaded tie bar splice couplers
2. Joint filler

As an informational submittal, submit calibration documentation and operational guidelines for frequency measuring devices (tachometer) for concrete consolidation vibrators.

Submit updated quality control charts each paving day.

##### **40-1.01C(2) Certificates of Compliance**

Submit a certificate of compliance for:

1. Tie bars
2. Threaded tie bar splice couplers
3. Dowel bars
4. Tie bar baskets
5. Dowel bar baskets
6. Joint filler
7. Epoxy powder coating

##### **40-1.01C(3) Quality Control Plan**

Submit a concrete pavement QC plan. Allow 30 days for review.

##### **40-1.01C(4) Mix Design**

At least 15 days before testing for mix proportions, submit a copy of the AASHTO accreditation for your laboratory determining the mix proportions. At least 15 days before starting field qualification, submit the proposed concrete mix proportions, the corresponding mix identifications, and laboratory test reports including the modulus of rupture for each trial mixture at 10, 21, 28, and 42 days.

##### **40-1.01C(5) Concrete Field Qualification**

Submit field qualification data and test reports including:

1. Mixing date
2. Mixing equipment and procedures used
3. Batch volume in cubic yards. The minimum batch size is 5 cu yd.
4. Type and source of ingredients used
5. Penetration of the concrete
6. Air content of the plastic concrete
7. Age and strength at time of concrete beam testing

Field qualification test reports must be certified with a signature by an official in responsible charge of the laboratory performing the tests.

##### **40-1.01C(6) Cores**

Submit for authorization the name of the laboratory you propose to use for testing the cores for air content.

Submit each core in an individual plastic bag marked with a location description.

#### **40-1.01C(7) Profile Data and Straightedge Measurements**

At least 5 business days before start of initial profiling or changing profiler or operator, submit:

1. Inertial profiler (IP) certification issued by the Department. The certification must not be more than 12 months old.
2. Operator certification for the IP issued by the Department. The operator must be certified for each different model of IP device operated. The certification must not be more than 12 months old.
3. List of manufacturer's recommended test procedures for IP calibration and verification.

Within 2 business days after cross correlation testing, submit ProVAL profiler certification analysis report for cross correlation test results performed on test section. ProVAL is FHWA's software. Submit the certification analysis report to the Engineer.

Within 2 business days after each day of inertial profiling, submit profile data to the Engineer

Within 2 business days of performing straightedge testing, submit a report of areas requiring smoothness correction.

#### **40-1.01C(8)–40-1.01C(12) Reserved**

#### **40-1.01D Quality Control and Assurance**

##### **40-1.01D(1) General**

If the pavement quantity is at least 2000 cu yd., provide a QC manager.

Core pavement as described for, thickness, bar placement, and air content.

For the Department's modulus of rupture testing, assist the Engineer in fabricating test beams by providing materials and labor.

Allow at least 25 days for the Department to schedule testing for coefficient of friction. Notify the Engineer when the pavement is scheduled to be opened to traffic. Notify the Engineer when the pavement is ready for testing which is the latter of:

1. Seven days after paving
2. When the pavement has attained a modulus of rupture of at least 550 psi

The Department tests for coefficient of friction within 7 days of receiving notification that the pavement is ready for testing.

##### **40-1.01D(2) Prepaving Conference**

Schedule a prepaving conference at a mutually agreed upon time and place to meet with the Engineer. Make the arrangements for the conference facility. Discuss QC plan and methods of performing each item of the work.

Prepaving conference attendees must sign an attendance sheet provided by the Engineer. The prepaving conference must be attended by your:

1. Project superintendent
2. QC manager
3. Paving construction foreman
4. Workers and your subcontractor's workers, including:
  - 4.1. Foremen including subcontractor's Foremen
  - 4.2. Concrete plant manager
  - 4.3. Concrete plant operator

Do not start paving activities including test strips until the listed personnel have attended a prepaving conference.

##### **40-1.01D(3) Just-In-Time-Training**

Reserved

##### **40-1.01D(4) Quality Control Plan**

Establish, implement, and maintain a QC plan for pavement. The QC plan must describe the organization and procedures used to:

1. Control the production process
2. Determine if a change to the production process is needed

#### **Contract Number 16-17-C**

### 3. Implement a change

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

The QC plan must address the elements affecting concrete pavement quality including:

1. Mix proportions
2. Aggregate gradation
3. Materials quality
4. Stockpile management
5. Line and grade control
6. Proportioning
7. Mixing and transportation
8. Placing and consolidation
9. Contraction and construction joints
10. Bar reinforcement placement and alignment
11. Dowel bar placement, alignment, and anchorage
12. Tie bar placement
13. Modulus of rupture
14. Finishing and curing
15. Protecting pavement
16. Surface smoothness

#### **40-1.01D(5) Mix Design**

Use a laboratory that complies with ASTM C 1077 to determine the mix proportions for concrete pavement. The laboratory must have a current AASHTO accreditation for:

1. AASHTO T 97 or ASTM C 78
2. ASTM C 192/C 192M

Make trial mixtures no more than 24 months before field qualification.

Using your trial mixtures, determine the minimum cementitious materials content. Use your value for minimum cementitious material content for *MC* in equation 1 and equation 2 of section 90-1.02B(3).

To determine the minimum cementitious materials content or maximum water to cementitious materials ratio, use modulus of rupture values of at least 570 psi for 28 days age and at least 650 psi for 42 days age.

If changing an aggregate supply source or the mix proportions, produce a trial batch and field-qualify the new concrete. The Engineer does not adjust contract time for performing sampling, testing, and qualifying new mix proportions or changing an aggregate supply source.

#### **40-1.01D(6) Quality Control Testing**

##### **40-1.01D(6)(a) General**

Testing laboratories and testing equipment must comply with the Department's Independent Assurance Program.

##### **40-1.01D(6)(b) Concrete Mix**

Before placing pavement, your mix design must be field qualified. Use an ACI certified "Concrete Laboratory Technician, Grade I" to perform field qualification tests and calculations. Test for modulus of rupture under California Test 523 at 10, 21, and 28 days of age.

When placing pavement, your quality control must include testing properties at the frequencies shown in the following table:

### QC Testing Frequency

| Property                                          | Test method                                | Minimum frequency |
|---------------------------------------------------|--------------------------------------------|-------------------|
| Cleanness value                                   | California Test 227                        | 2 per day         |
| Sand equivalent                                   | California Test 217                        | 2 per day         |
| Aggregate gradation                               | California Test 202                        | 2 per day         |
| Air content (air entrainment specified)           | California Test 504                        | 1 per hour        |
| Air content (air entrainment not specified)       | California Test 504                        | 1 per 4 hours     |
| Density                                           | California Test 518                        | 1 per 4 hours     |
| Penetration                                       | California Test 533                        | 1 per 4 hours     |
| Aggregate moisture meter calibration <sup>a</sup> | California Test 223 or California Test 226 | 1 per day         |

<sup>a</sup> Check calibration of the plant moisture meter by comparing moisture meter readings with California Test 223 or California Test 226 test results.

Maintain control charts to identify potential problems and assignable causes. Post a copy of each control chart at a location determined by the Engineer.

Individual measurement control charts must use the target values in the mix proportions as indicators of central tendency.

Develop linear control charts for:

1. Cleanness value
2. Sand equivalent
3. Fine and coarse aggregate gradation
4. Air content
5. Penetration

Control charts must include:

1. Contract number
2. Mix proportions
3. Test number
4. Each test parameter
5. Action and suspension limits
6. Specification limits
7. Quality control test results

For fine and coarse aggregate gradation control charts, record the running average of the previous 4 consecutive gradation tests for each sieve and superimpose the specification limits.

For air content control charts, the action limit is  $\pm 1.0$  percent of the specified value. If no value is specified, the action limit is  $\pm 1.0$  percent of the value used for your approved mix design.

As a minimum, a process is out of control if any of the following occurs:

1. For fine and coarse aggregate gradation, 2 consecutive running averages of 4 tests are outside the specification limits
2. For individual penetration or air content measurements:
  - 2.1. One point falls outside the suspension limit line
  - 2.2. Two points in a row fall outside the action limit line

Stop production and take corrective action for out of control processes or the Engineer rejects subsequent material.

Before each day's concrete pavement placement and at intervals not to exceed 4 hours of production, use a tachometer to test and record vibration frequency for concrete consolidation vibrators.

#### 40-1.01D(6)(c) Pavement Smoothness

#### **40-1.01D(6)(c)(i) General**

Notify the Engineer 2 business days before performing smoothness testing including IP calibration and verification testing. The notification must include start time and locations by station.

Before testing the pavement smoothness, remove foreign objects from the surface, and mark the beginning and ending station on the pavement shoulder.

Test pavement smoothness using an IP except use a 12-foot straightedge at the following locations:

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

#### **40-1.01D(6)(c)(ii) Straightedge Testing**

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

#### **40-1.01D(6)(c)(iii) Inertial Profile Testing**

IP equipment must display a current certification decal with expiration date.

Conduct cross correlation IP verification test in the Engineer's presence before performing initial profiling. Verify cross correlation IP verification test at least annually. Conduct 5 repeat runs of the IP on an authorized test section. The test section must be on an existing concrete pavement surface 0.1 mile long. Calculate a cross correlation to determine the repeatability of your device under Section 8.3.1.2 of AASHTO R 56 using ProVAL profiler certification analysis with a 3 feet maximum offset. The cross correlation must be a minimum of 0.92.

Conduct the following IP calibration and verification tests in the Engineer's presence each day before performing inertial profiling:

1. Block test. Verify the height sensor accuracy under AASHTO R 57, section 5.3.2.3.
2. Bounce test. Verify the combined height sensor and accelerometer accuracy under AASHTO R 57, section 5.3.2.3.2.
3. DMI test. Calibrate the accuracy of the testing procedure under AASHTO R 56, section 8.4.
4. Manufacturer's recommended tests.

Collect IP data using the specified ProVAL analysis with 250 mm and IRI filters. Comply with the requirements for data collection under AASHTO R 56.

For IP testing, wheel paths are 3 feet from and parallel to the edge of a lane. Left and right are relative to the direction of travel. The IRI is the pavement smoothness along a wheel path of a given lane. The MRI is the average of the IRI values for the left and right wheel path from the same lane.

Operate the IP according to the manufacturer's recommendations and AASHTO R 57 at 1-inch recording intervals and a minimum 4 inch line laser sensor.

Collect IP data under AASHTO R 56. IP data must include:

1. Raw profile data for each lane.
2. ProVAL ride quality analysis report for the international roughness index (IRI) of left and right wheel paths of each lane. Submit in pdf file format.

3. ProVAL ride quality analysis report for the mean roughness index (MRI) of each lane. Submit in pdf file format.
4. ProVAL smoothness assurance analysis report for IRIs of left wheel path. Submit in pdf file format.
5. ProVAL smoothness assurance analysis report for IRIs of right wheel path. Submit in pdf file format.
6. GPS data file for each lane in GPS exchange. Submit in GPS eXchange file format.
7. Manufacturer's recommended IP calibration and verification tests results.
8. AASHTO IP calibration and verification test results including bounce, block, and distance measurement instrument (DMI).

Submit the IP raw profile data in unfiltered electronic pavement profile file (PPF) format. Name the PPF file using the following naming convention:

YYYYMMDD\_TTCCCRRR\_D\_L\_W\_S\_X\_PT.PPF

where:

YYYY = year

MM = Month, leading zero

DD = Day of month, leading zero

TT = District, leading zero

CCC = County, 2 or 3 letter abbreviation as shown in section 1-1.08

RRR = Route number, no leading zeros

D = Traffic direction as NB, SB, WB, or EB

L = Lane number from left to right in direction of travel

W = Wheel path as "L" for left, "R" for right, or "B" for both

S = Beginning station to the nearest foot (e.g., 10+20) or beginning post mile to the nearest hundredth (e.g., 25.06) no leading zero

X = Profile operation as "EXIST" for existing pavement, "PAVE" for after paving, or "CORR" for after final surface pavement correction

PT = Pavement type (e.g., "concrete", etc.)

Determine IRIs using the ProVAL ride quality analysis with a 250 mm and IRI filters. While collecting the profile data to determine IRI, record the following locations in the raw profile data:

1. Begin and end of all bridge approach slabs
2. Begin and end of all bridges
3. Begin and end of all culverts visible on the roadway surface

For each 0.1 mile section, your IRI values must be within 10 percent of the Department's IRI values. The Engineer may order you to recalibrate your IP equipment and reprofile. If your results are inaccurate due to operator error, the Engineer may disqualify your IP operator.

Determine the MRI for 0.1-mile fixed sections. A partial section less than 0.1 mile that is the result of an interruption to continuous pavement surface must comply with the MRI specifications for a full section. Adjust the MRI for a partial section to reflect a full section based on the proportion of a section paved.

Determine the areas of localized roughness. Use the ProVAL smoothness assurance with a continuous IRI for each wheel path, 25-foot interval, and 250 mm and IRI filters.

#### **40-1.01D(6)(c)(iv) Reserved**

#### **40-1.01D(6)(d)–40-1.01D(6)(h) Reserved**

#### **40-1.01D(7) Pavement Acceptance**

##### **40-1.01D(7)(a) Acceptance Testing**

##### **40-1.01D(7)(a)(i) General**

The Department's acceptance testing includes testing the pavement properties at the minimum frequencies shown in the following table:

### Acceptance Testing

| Property                    | Test Method         |                          | Frequency <sup>a</sup> |
|-----------------------------|---------------------|--------------------------|------------------------|
|                             | CRCP                | JPCP                     |                        |
| Modulus of rupture (28 day) | California Test 523 |                          | 1,000 cu yd            |
| Air content <sup>b</sup>    | California Test 504 |                          | 1 day's paving         |
| Dowel bar placement         | --                  | Measurement <sup>a</sup> | 700 sq yd              |
| Tie bar placement           | --                  | Measurement <sup>a</sup> | 4,000 sq yd            |
| Thickness                   | California Test 531 |                          | 1,200 sq yd            |
| Coefficient of friction     | California Test 342 |                          | 1 day's paving         |

<sup>a</sup>A single test represents no more than the frequency specified.

<sup>b</sup>Tested only when air entrainment is specified.

Pavement smoothness may be accepted based on your testing in the absence of the Department's testing.

#### 40-1.01D(7)(a)(ii) Air Content

If air-entraining admixtures are specified, the Engineer uses a t-test to compare your QC test results with the Department's test results. The t-value for test data is determined using the following equation:

$$t = \frac{|\bar{X}_c - \bar{X}_v|}{S_p \sqrt{\frac{1}{n_c} + \frac{1}{n_v}}} \quad \text{and} \quad S_p^2 = \frac{S_c^2(n_c - 1) + S_v^2(n_v - 1)}{n_c + n_v - 2}$$

where:

- $n_c$  = Number of your quality control tests (minimum of 6 required)
- $n_v$  = Number of Department's tests (minimum of 2 required)
- $\bar{X}_c$  = Mean of your quality control tests
- $\bar{X}_v$  = Mean of the Department's tests
- $S_p$  = Pooled standard deviation  
(When  $n_v = 1$ ,  $S_p = S_c$ )
- $S_c$  = Standard deviation of your quality control tests
- $S_v$  = Standard deviation of the Department's tests (when  $n_v > 1$ )

The Engineer compares your QC test results with the Department's test results at a level of significance of  $\alpha = 0.01$ . The Engineer compares the t-value to tcrit, using degrees of freedom showing in the following table:

| degrees of freedom<br>( $n_c + n_v - 2$ ) | tcrit<br>(for $\alpha = 0.01$ ) |
|-------------------------------------------|---------------------------------|
| 1                                         | 63.657                          |
| 2                                         | 9.925                           |
| 3                                         | 5.841                           |
| 4                                         | 4.604                           |
| 5                                         | 4.032                           |
| 6                                         | 3.707                           |
| 7                                         | 3.499                           |
| 8                                         | 3.355                           |
| 9                                         | 3.250                           |
| 10                                        | 3.169                           |

If the t-value calculated is less than or equal to tcrit, your quality control test results are verified. If the t-value calculated is greater than tcrit, quality control test results are not verified.

If your quality control test results are not verified, core at least 3 specimens from concrete pavement under section 40-1.03P. The Engineer selects the core locations. The authorized laboratory must test these specimens for air content under ASTM C 457. The Engineer compares these test results with your quality control test results using the t-test

method. If your quality control test results are verified based on this comparison, the Engineer uses the quality control test results for acceptance of concrete pavement for air content. If your quality control test results are not verified based on this comparison, the Engineer uses the air content of core specimens determined by the authorized laboratory under ASTM C 457 for acceptance.

#### **40-1.01D(7)(a)(iii) Dowel and Tie Bar Placement**

For JPCP, drill cores under section 40-1.03P for the Department's acceptance testing.

The Engineer identifies which joint and dowel or tie bar are to be tested. Core each day's paving within 2 business days. Each dowel or tie bar test consists of 2 cores, 1 on each bar end to expose both ends and allow measurement.

If the tests indicate dowel or tie bars are not placed within the specified tolerances or if there is unconsolidated concrete around the dowel or tie bars, core additional specimens identified by Engineer to determine the limits of unacceptable work.

#### **40-1.01D(7)(a)(iv) Thickness**

Drill cores under section 40-1.03P for the Department's acceptance testing in the primary area, which is the area placed in 1 day for each thickness. Core at locations determined by the Engineer and in the Engineer's presence.

Do not core until any grinding has been completed.

The core specimen diameter must be 4 inches. To identify the limits of concrete pavement deficient in thickness by more than 0.05 foot, you may divide primary areas into secondary areas. The Engineer measures cores under California Test 531 to the nearest 0.01 foot. Core at least 1 foot from existing, contiguous, and parallel concrete pavement not constructed as part of this Contract.

You may request the Engineer make additional thickness measurements and use them to determine the average thickness variation. The Engineer determines the locations with random sampling methods.

If each thickness measurement in a primary area is less than 0.05 foot deficient, the Engineer calculates the average thickness deficiency in that primary area. The Engineer uses 0.02 foot for a thickness difference more than 0.02 foot over the specified thickness.

For each thickness measurement in a primary area deficient by more than 0.05 foot, the Engineer determines a secondary area where the thickness deficiency is more than 0.05 foot. The Engineer determines this secondary area by measuring the thickness of each concrete pavement slab adjacent to the measurement found to be more than 0.05 foot deficient. The Engineer continues to measure the thickness until an area that is bound by slabs with thickness deficient by 0.05 foot or less is determined.

Slabs without bar reinforcement are defined by the areas bound by longitudinal and transverse joints and concrete pavement edges. Slabs with bar reinforcement are defined by the areas bound by longitudinal joints and concrete pavement edges and 15-foot lengths. Secondary area thickness measurements in a slab determine that entire slab's thickness.

The Engineer measures the remaining primary area thickness after removing the secondary areas from consideration for determining the average thickness deficiency.

#### **40-1.01D(7)(a)(v)–40-1.01D(7)(a)(ix) Reserved**

#### **40-1.01D(7)(b) Acceptance Criteria**

##### **40-1.01D(7)(b)(i) General**

Reserved

##### **40-1.01D(7)(b)(ii) Modulus of Rupture**

For field qualification, the modulus of rupture at no later than 28 days must be at least:

1. 550 psi for each single beam
2. 570 psi for the average of 5 beams

For production, the modulus of rupture for the average of the individual test results of 2 beams aged for 28 days must be at least 570 psi.

##### **40-1.01D(7)(b)(iii) Air Content**

The air content must be within  $\pm 1.5$  percent of the specified value. If no value is specified, the air content must be within  $\pm 1.5$  percent of, the value used for your approved mix design.

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**40-1.01D(7)(b)(iv) Bar Reinforcement**

In addition to requirements of Section 52, bar reinforcement must be more than 1/2 inch below the saw cut depth at concrete pavement joints.

**40-1.01D(7)(b)(v) Dowel Bar and Tie Bar Placement**

Tie bar placement must comply with the tolerances shown in the following table:

| <b>Tie Bar Tolerance</b>      |                                                                                                                                                                        |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Dimension                     | Tolerance                                                                                                                                                              |
| Horizontal and vertical skew  | 5 1/4 inch, max                                                                                                                                                        |
| Longitudinal translation      | ± 2 inch                                                                                                                                                               |
| Horizontal offset (embedment) | ± 2 inch                                                                                                                                                               |
| Vertical depth                | 1. At least 1/2 inch below the bottom of the saw cut<br>2. When measured at any point along the bar, not less than 2 inches clear of the pavement's surface and bottom |

NOTE: Tolerances are measured relative to the completed joint.

Dowel bar placement must comply with the tolerances shown in the following table:

| <b>Dowel Bar Tolerances</b> |                                                                                                                                                                                                                                                                                                                |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Dimension                   | Tolerance                                                                                                                                                                                                                                                                                                      |
| Horizontal offset           | ±1 inch                                                                                                                                                                                                                                                                                                        |
| Longitudinal translation    | ±2 inch                                                                                                                                                                                                                                                                                                        |
| Horizontal skew             | 5/8 inch, max                                                                                                                                                                                                                                                                                                  |
| Vertical skew               | 5/8 inch, max                                                                                                                                                                                                                                                                                                  |
| Vertical depth              | The minimum distance measured from concrete pavement surface to any point along the top of dowel bar must be:<br>DB + 1/2 inch<br><br>where:<br>DB = one third of pavement thickness in inches, or the saw cut depth, whichever is greater<br><br>The maximum distance below the depth shown must be 5/8 inch. |

NOTE: Tolerances are measured relative to the completed joint.

The Engineer determines the limits for removal and replacement.

**40-1.01D(7)(b)(vi) Pavement Thickness**

Concrete pavement thickness must not be deficient by more than 0.05 foot.

The minimum thickness is not reduced for specifications that may affect concrete pavement thickness such as allowable tolerances for subgrade construction.

The Engineer determines the areas of noncompliant pavement, the thickness deficiencies, and the limits where removal is required.

Pavement with an average thickness deficiency less than 0.01 foot is acceptable. If the thickness deficiency is 0.01 foot or more and less than 0.05 foot, you may request authorization to leave the pavement in place and accept a pay adjustment. If the deficiency is more than 0.05 foot the pavement must be removed and replaced.

#### **40-1.01D(7)(b)(vii) Pavement Smoothness**

Where testing with an IP is required, the pavement surface must have:

1. No areas of localized roughness with an IRI greater than 120 in/mi
2. MRI of 60 in/mi or less within a 0.1 mile section

Where testing with a straightedge is required, 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

#### **40-1.01D(7)(b)(viii) Coefficient of Friction**

Initial and final texturing must produce a coefficient of friction of at least 0.30. Do not open the pavement to traffic unless the coefficient of friction is at least 0.30.

#### **40-1.01D(7)(b)(ix)–40-1.01D(7)(b)(xii) Reserved**

### **40-1.02 MATERIALS**

#### **40-1.02A General**

Water for coring must comply with section 90.

Tack coat must comply with section 39.

#### **40-1.02B Concrete**

##### **40-1.02B(1) General**

PCC for pavement must comply with section 90-1 except as otherwise specified.

##### **40-1.02B(2) Cementitious Material**

Concrete must contain from 505 pounds to 675 pounds cementitious material per cubic yard. The specifications for reducing cementitious material content in section 90-1.02E(2) do not apply .

##### **40-1.02B(3) Aggregate**

Aggregate must comply with section 90-1.02C except the specifications for reduction in operating range and contract compliance for cleanness value and sand equivalent specified in section 90-1.02C(2) and section 90-1.02C(3) do not apply.

For coarse aggregate in high desert and high mountain climate regions, the loss must not exceed 25 percent when tested under California Test 211 with 500 revolutions.

For combined aggregate gradings, the difference between the percent passing the 3/8-inch sieve and the percent passing the no. 8 sieve must not be less than 16 percent of the total aggregate.

##### **40-1.02B(4) Air Entrainment**

The second paragraph of section 90-1.02I(2)(a) does not apply.

For a project shown in the low and south mountain climate regions, add air-entraining admixture to the concrete at the rate required to produce an air content of 4 percent in the freshly mixed concrete.

For a project shown in the high desert and high mountain climate regions, add air-entraining admixture to the concrete at the rate required to produce an air content of 6 percent in the freshly mixed concrete.

##### **40-1.02B(5)–40-1.02B(8) Reserved**

#### **40-1.02C Reinforcement, Bars, and Baskets**

##### **40-1.02C(1) Bar Reinforcement**

Bar reinforcement must be deformed bars.

If the project is not shown to be in high desert or any mountain climate region, bar reinforcement must comply with section 52.

If the project is shown to be in high desert or any mountain climate regions, bar reinforcement must be one of the following:

1. Epoxy-coated bar reinforcement under section 52-2.03B except bars must comply with either ASTM A 706/A 706M; ASTM A 996/A 996M; or ASTM A 615/A 615M, Grade 40 or 60. Bars must be handled under ASTM D 3963/D 3963M and section 52-2.02C.
2. Low carbon, chromium steel bar complying with ASTM A 1035/A 1035M

#### **40-1.02C(2) Dowel Bars**

Dowel bars must be plain bars. Fabricate, sample, and handle epoxy-coated dowel bars under ASTM D 3963/D 3963M and section 52-2.03C except each sample must be 18 inches long.

If the project is not shown to be in high desert or any mountain climate region, dowel bars must be one of the following:

1. Epoxy-coated bars. Bars must comply with ASTM A 615/A 615M, Grade 40 or 60. Epoxy coating must comply with either section 52-2.02B or 52-2.03B.
2. Stainless-steel bars. Bars must be descaled solid stainless-steel bars under ASTM A 955/A 955M, UNS Designation S31603 or S31803.
3. Low carbon, chromium-steel bars under ASTM A 1035/A 1035M.

If the project is shown to be in high desert or any mountain climate region, dowel bars must be one of the following:

1. Epoxy-coated bars. Bars must comply with ASTM A 615/A 615M, Grade 40 or 60. Epoxy coating must comply with section 52-2.03B.
2. Stainless-steel bars. Bars must be descaled solid stainless-steel bars under ASTM A 955/A 955M, UNS Designation S31603 or S31803.

#### **40-1.02C(3) Tie Bars**

Tie bars must be deformed bars.

If the project is not shown to be in high desert or any mountain climate region, tie bars must be one of the following:

1. Epoxy-coated bar reinforcement. Bars must comply with either section 52-2.02B or 52-2.03B except bars must comply with either ASTM A 706/A 706M; ASTM A 996/A 996M; or ASTM A 615/A 615M, Grade 40 or 60.
2. Stainless-steel bars. Bars must be descaled solid stainless-steel bars under ASTM A 955/A 955M, UNS Designation S31603 or S31803.
3. Low carbon, chromium-steel bars under ASTM A 1035/A 1035M.

If the project is shown to be in high desert or any mountain climate region, tie bars must be one of the following:

1. Epoxy-coated bar reinforcement. Bars must comply with section 52-2.03B except bars must comply with either ASTM A 706/A 706M; ASTM A 996/A 996M; or ASTM A 615/A 615M, Grade 40 or 60.
2. Stainless-steel bars. Bars must be descaled solid stainless-steel bars under ASTM A 955/A 955M, UNS Designation S31603 or S31803.

Fabricate, sample, and handle epoxy-coated tie bars under ASTM D 3963/D 3963M, section 52-2.02, or section 52-2.03.

Do not bend tie bars.

#### **40-1.02C(4) Dowel and Tie Bar Baskets**

For dowel and tie bar baskets, wire must comply with ASTM A 82/A 82M and be welded under ASTM A 185/A 185M, Section 7.4. The minimum wire-size no. is W10. Use either U-frame or A-frame shaped assemblies.

If the project is not shown to be in high desert or any mountain climate region, baskets may be epoxy-coated, and the epoxy coating must comply with either section 52-2.02B or 52-2.03B.

If the project is shown to be in high desert or any mountain climate region, wire for dowel bar and tie bar baskets must be one of the following:

1. Epoxy-coated wire complying with section 52-2.03B

2. Stainless-steel wire. Wire must be descaled solid stainless-steel. Wire must comply with (1) the chemical requirements in ASTM A 276/A 276M, UNS Designation S31603 or S31803 and (2) the tension requirements in ASTM A 1022/ A 1022M.

Handle epoxy-coated tie bar and dowel bar baskets under ASTM D 3963/D 3963M and either section 52-2.02 or 52-2.03.

Fasteners must be driven fasteners under ASTM F 1667. Fasteners on lean concrete base or HMA must have a minimum shank diameter of 3/16 inch and a minimum shank length of 2-1/2 inches. For asphalt treated permeable base or cement treated permeable base, the shank diameter must be at least 3/16 inch and the shank length must be at least 5 inches.

Fasteners, clips, and washers must have a minimum 0.2-mil thick zinc coating applied by either electroplating or galvanizing.

#### **40-1.02D Dowel Bar Lubricant**

Dowel bar lubricant must be petroleum paraffin based or a curing compound. Paraffin-based lubricant must be Dayton Superior DSC BB-Coat or Valvoline Tectyl 506 or an approved equal and must be factory-applied. Curing compound must be curing compound no. 3.

#### **40-1.02E Joint Filler**

Joint filler for isolation joint must be preformed expansion joint filler for concrete (bituminous type) under ASTM D 994.

#### **40-1.02F Curing Compound**

Curing compound must be curing compound no. 1 or 2.

#### **40-1.02G Nonshrink Hydraulic Cement Grout**

Nonshrink hydraulic cement grout must comply with ASTM C 1107/C 1107M. Clean, uniform, rounded aggregate filler may be used to extend the grout. Aggregate filler must not exceed 60 percent of the grout mass or the maximum recommended by the manufacturer, whichever is less. Aggregate filler moisture content must not exceed 0.5 percent when tested under California Test 223 or California Test 226. Aggregate filler tested under California Test 202 must comply with the grading shown in the following table:

| <b>Aggregate Filler Grading</b> |                           |
|---------------------------------|---------------------------|
| <b>Sieve size</b>               | <b>Percentage passing</b> |
| 1/2-inch                        | 100                       |
| 3/8-inch                        | 85–100                    |
| No. 4                           | 10–30                     |
| No. 8                           | 0–10                      |
| No. 16                          | 0–5                       |

#### **40-1.02H Temporary Roadway Pavement Structure**

Temporary roadway pavement structure must comply with section 41-1.02E.

#### **40-1.02I–40-1.02N Reserved**

#### **40-1.03 CONSTRUCTION**

##### **40-1.03A General**

Aggregate and bulk cementitious material must be proportioned by weight by means of automatic proportioning devices of approved types.

For widenings and lane reconstruction, construct only the portion of pavement where the work will be completed during the same lane closure. If you fail to complete the construction during the same lane closure, construct a temporary pavement structure under section 41-1.

##### **40-1.03B Water Supply**

Before placing concrete pavement, develop enough water supply.

##### **40-1.03C Test Strips**

Construct a test strip for each type of pavement with a quantity of more than 2,000 cu yd. Obtain authorization of the test strip before constructing pavement. Test strips must be:

1. 700 to 1,000 feet long
2. Same width as the planned paving, and
3. Constructed using the same equipment proposed for paving

The Engineer selects from 6 to 12 core locations for dowel bars and up to 6 locations for tie bars per test strip. If you use mechanical dowel bar inserters, the test strip must demonstrate they do not leave voids, segregations, or surface irregularities such as depressions, dips, or high areas.

Test strips must comply with the acceptance criteria for:

1. Smoothness, except IP is not required
2. Dowel bars and tie bars placement
3. Pavement thickness
4. Final finishing, except the coefficient of friction is not considered

Allow 3 business days for evaluation. If the test strip is noncompliant, stop paving and submit a plan for changed materials, methods, or equipment. Allow 3 business days for authorization of the plan. Construct another test strip per the authorized plan.

Remove and dispose of noncompliant test strips.

If the test strip is compliant except for smoothness and final finishing, you may grind the surface. After grinding retest the test strip smoothness under section 40-1.01D(6)(c).

If the test strip is compliant for smoothness and thickness, construction of an additional test strip is not required and the test strip may remain in place.

Construct additional test strips if you:

1. Propose different paving equipment including:
  - 1.1. Paver
  - 1.2. Dowel bar inserter
  - 1.3. Tie bar inserter
  - 1.4. Tining
  - 1.5. Curing equipment
2. Change concrete mix proportions

You may request authorization to eliminate the test strip if you use paving equipment and personnel from a Department project (1) for the same type of pavement and (2) completed within the past 12 months. Submit supporting documents and previous project information with your request.

#### **40-1.03D Joints**

##### **40-1.03D(1) General**

Do not bend tie bars or reinforcement in existing concrete pavement joints.

For contraction joints and isolation joints, saw cut a groove with a power-driven saw. After cutting, immediately wash slurry from the joint with water at less than 100 psi pressure.

Keep joints free from foreign material including soil, gravel, concrete, and asphalt. To keep foreign material out of the joint, you may use filler material. Filler material must not react adversely with the concrete or cause concrete pavement damage. After sawing and washing, install filler material that keeps moisture in the adjacent concrete during the 72 hours after paving. If you install filler material, the specifications for spraying the sawed joint with additional curing compound in section 40-1.03K does not apply. If using absorptive filler material, moisten the filler immediately before or after installation.

##### **40-1.03D(2) Construction Joints**

Construction joints must be vertical.

Before placing fresh concrete against hardened concrete, existing concrete pavement, or structures, apply curing compound no. 1 or 2 to the vertical surface of the hardened concrete, existing concrete pavement, or structures and allow it to dry.

At joints between concrete pavement and HMA, apply tack coat between the concrete pavement and HMA.

Use a metal or wooden bulkhead to form transverse construction joints. If dowel bars are described, the bulkhead must allow dowel bar installation.

#### **40-1.03D(3) Contraction Joints**

Saw contraction joints before cracking occurs and after the concrete is hard enough to saw without spalling, raveling, or tearing.

Saw cut using a power saw with a diamond blade. After cutting, immediately wash slurry from the joint with water at less than 100 psi pressure.

Except for longitudinal joints parallel to a curving centerline, transverse and longitudinal contraction joints must not deviate by more than 0.1 foot from either side of a 12-foot straight line

Cut transverse contraction joints within 0.5 foot of the spacing described. Adjust spacing if needed such that slabs are at least 10 feet long.

For widenings, do not match transverse contraction joints with existing joint spacing or skew unless otherwise described.

Cut transverse contraction joints straight across the full concrete pavement width, between isolation joints and edges of pavement. In areas of converging and diverging pavements, space transverse contraction joints such that the joint is continuous across the maximum pavement width. Longitudinal contraction joints must be parallel with the concrete pavement centerline, except when lanes converge or diverge.

#### **40-1.03D(4) Isolation Joints**

Before placing concrete at isolation joints, prepare the existing concrete face and secure joint filler. Prepare by saw cutting and making a clean flat vertical surface. Make the saw cut the same depth as the depth of the new pavement.

#### **40-1.03E Bar Reinforcement**

Place bar reinforcement under section 52.

#### **40-1.03F Dowel Bar Placement**

If using curing compound as lubricant, apply the curing compound to dowels in 2 separate applications. Lubricate each dowel bar entirely before placement. The last application must be applied not more than 8 hours before placing the dowel bars. Apply each curing compound application at a rate of 1 gallon per 150 square feet.

Install dowel bars using one of the following methods:

1. Drill and bond bars. Comply with section 41-10.
2. Mechanical insertion. Eliminate evidence of the insertion by reworking the concrete over the dowel bars.
3. Dowel bar baskets. Anchor baskets with fasteners. Use at least 1 fastener per foot for basket sections. Baskets must be anchored at least 200 feet in advance of the concrete placement activity unless your waiver request is authorized. If requesting a waiver, describe the construction limitations or restricted access preventing the advanced anchoring. After the baskets are anchored and before the concrete is placed, cut and remove temporary spacer wires and demonstrate the dowel bars do not move from their specified depth and alignment during concrete placement.

If dowel bars are noncompliant, stop paving activities, demonstrate your correction, and obtain verbal approval from the Engineer.

#### **40-1.03G Tie Bar Placement**

Install tie bars at longitudinal joints using one of the following methods:

1. Drill and bond bars. Comply with section 41-10.
2. Insert bars. Mechanically insert tie bars into plastic slip-formed concrete before finishing. Inserted tie bars must have full contact between the bar and the concrete. Eliminate evidence of the insertion by reworking the concrete over the tie bars.
3. Threaded couplers. Threaded tie bar splice couplers must be fabricated from deformed bar reinforcement and free of external welding or machining.
4. Tie bar baskets. Anchor baskets at least 200 feet in advance of pavement placement activity. If you request a waiver, describe the construction limitations or restricted access preventing the advanced anchoring. After the baskets are anchored and before paving, demonstrate the tie bars do not move from their specified depth and alignment during paving. Use fasteners to anchor tie bar baskets.

If tie bars are noncompliant, stop paving activities, demonstrate your correction, and obtain verbal approval from the Engineer.

#### **40-1.03H Placing Concrete**

##### **40-1.03H(1) General**

Immediately prior to placing concrete, the surface to receive concrete must be:

1. In compliance with specified requirements, including compaction and elevation tolerances
2. Free of loose and extraneous material
3. Uniformly moist, but free of standing or flowing water

Place concrete pavement with stationary side forms or slip-form paving equipment.

Place consecutive concrete loads within 30 minutes of each other. Construct a transverse construction joint when concrete placement is interrupted by more than 30 minutes. The transverse construction joint must coincide with the next contraction joint location, or you must remove fresh concrete pavement to the preceding transverse joint location.

Place concrete pavement in full slab widths separated by construction joints or monolithically in multiples of full lane widths with a longitudinal contraction joint at each traffic lane line.

Do not retemper concrete.

If the concrete pavement surface width is constructed as specified, you may construct concrete pavement sides on a batter not flatter than 6:1 (vertical:horizontal).

##### **40-1.03H(2) Paving Adjacent to Existing Concrete Pavement**

Where pavement is placed adjacent to existing concrete pavement:

1. Grinding adjacent pavement must be completed before placing the pavement
2. Use paving equipment with padded crawler tracks or rubber-tired wheels with enough offset to prevent damage
3. Match pavement grade with the elevation of existing concrete pavement after grinding.

##### **40-1.03H(3) Concrete Pavement Transition Panel**

For concrete pavement placed in a transition panel, texture the surface with a drag strip of burlap, broom, or spring steel tine device that produces scoring in the finished surface. Scoring must be either parallel or transverse to the centerline. Texture at the time that produces the coarsest texture.

##### **40-1.03H(4) Stationary Side Form Construction**

Stationary side forms must be straight and without defects including warps, bends, and indentations. Side forms must be metal except at end closures and transverse construction joints where other materials may be used.

You may build up side forms by attaching a section to the top or bottom. If attached to the top of metal forms, the attached section must be metal.

The side form's base width must be at least 80 percent of the specified concrete pavement thickness.

Side forms including interlocking connections with adjoining forms must be rigid enough to prevent springing from subgrading and paving equipment and concrete pressure.

Construct subgrade to final grade before placing side forms. Side forms must bear fully on the foundation throughout their length and base width. Place side forms to the specified grade and alignment of the finished concrete pavement's edge. Support side forms during concrete placing, compacting, and finishing.

After subgrade work is complete and immediately before placing concrete, true side forms and set to line and grade for a distance that avoids delays due to form adjustment.

Clean and oil side forms before each use.

Side forms must remain in place for at least 1 day after placing concrete and until the concrete pavement edge no longer requires protection from the forms.

Spread, screed, shape, and consolidate concrete with 1 or more machines. The machines must uniformly distribute and consolidate the concrete. The machines must operate to place the concrete pavement to the specified cross section with minimal hand work.

Consolidate the concrete without segregation. If vibrators are used:

1. The vibration rate must be at least 3,500 cycles per minute for surface vibrators and 5,000 cycles per minute for internal vibrators
2. Amplitude of vibration must cause perceptible concrete surface movement at least 1 foot from the vibrating element
3. Use a calibrated tachometer for measuring frequency of vibration
4. Vibrators must not rest on side forms or new concrete pavement
5. Power to vibrators must automatically cease when forward or backward motion of the paving machine is stopped
6. Uniformly consolidate the concrete across the paving width including adjacent to forms by using high-frequency internal vibrators within 15 minutes of depositing concrete on the subgrade
7. Do not shift the mass of concrete with vibrators.

#### **40-1.03H(5) Slip-Form Construction**

If slip-form construction is used, spread, screed, shape, and consolidate concrete to the specified cross section with slip-form machines and minimal hand work. Slip-form paving machines must be equipped with traveling side forms and must not segregate the concrete.

Do not deviate from the specified concrete pavement alignment by more than 0.1 foot.

Slip-form paving machines must use high frequency internal vibrators to consolidate concrete. You may mount vibrators with their axes parallel or normal to the concrete pavement alignment. If mounted with axes parallel to the concrete pavement alignment, space vibrators no more than 2.5 feet measured center to center. If mounted with axes normal to the concrete pavement alignment, space the vibrators with a maximum 0.5-foot lateral clearance between individual vibrators.

Each vibrator must have a vibration rate from 5,000 to 8,000 cycles per minute. The amplitude of vibration must cause perceptible concrete surface movement at least 1 foot from the vibrating element. Use a calibrated tachometer to measure frequency of vibration.

#### **40-1.03I Edge Treatment**

10-30-15

Construct edge treatments as shown. Regrade when required for the preparation of tapered edge areas.

Sections 40-1.03J(2) and 40-1.03J(3) do not apply to tapered edges.

For tapered edges placed after the concrete pavement is complete, concrete may comply with the requirements for minor concrete.

For tapered edges placed after the concrete pavement is complete, install connecting bar reinforcement under section 52.

Saw cutting or grinding may be used to construct tapered edges.

For tapered edges, the angle of the slope must not deviate by more than  $\pm 5$  degrees from the angle shown. Measure the angle from the plane of the adjacent finished pavement surface.

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#### **40-1.03J Finishing**

##### **40-1.03J(1) General**

Reserved

##### **40-1.03J(2) Preliminary Finishing**

###### **40-1.03J(2)(a) General**

Preliminary finishing must produce a smooth and true-to-grade finish. After preliminary finishing, mark each day's paving with a stamp. The stamp must be authorized before paving starts. The stamp must be approximately 1 by 2 feet in size. The stamp must form a uniform mark from 1/8 to 1/4 inch deep. Locate the mark  $20 \pm 5$  feet from the transverse construction joint formed at each day's start of paving and  $1 \pm 0.25$  foot from the pavement's outside edge. The stamp mark must show the month, day, and year of placement and the station of the transverse construction joint. Orient the stamp mark so it can be read from the pavement's outside edge.

Do not apply water to the pavement surface before float finishing.



#### **40-1.03J(2)(b) Stationary Side Form Finishing**

If stationary side form construction is used, give the pavement a preliminary finish by the machine float method or the hand method.

If using the machine float method:

1. Use self-propelled machine floats.
2. Determine the number of machine floats required to perform the work at a rate equal to the pavement delivery rate. If the time from paving to machine float finishing exceeds 30 minutes, stop pavement delivery. When machine floats are in proper position, you may resume pavement delivery and paving.
3. Run machine floats on side forms or adjacent pavement lanes. If running on adjacent pavement, protect the adjacent pavement surface under section 40-1.03L. Floats must be hardwood, steel, or steel-shod wood. Floats must be equipped with devices that adjust the underside to a true flat surface.

If using the hand method, finish pavement smooth and true to grade with manually operated floats or powered finishing machines.

#### **40-1.03J(2)(c) Slip-Form Finishing**

If slip-form construction is used, the slip-form paver must give the pavement a preliminary finish. You may supplement the slip-form paver with machine floats.

Before the pavement hardens, correct pavement edge slump in excess of 0.02 foot exclusive of edge rounding.

#### **40-1.03J(3) Final Finishing**

After completing preliminary finishing, round the edges of the initial paving widths to a 0.04-foot radius. Round transverse and longitudinal construction joints to a 0.02-foot radius.

Before curing, texture the pavement. Perform initial texturing with a burlap drag or broom device that produces striations parallel to the centerline. Perform final texturing with a steel-tined device that produces grooves parallel with the centerline.

Construct longitudinal grooves with a self-propelled machine designed specifically for grooving and texturing pavement. The machine must have tracks to maintain constant speed, provide traction, and maintain accurate tracking along the pavement surface. The machine must have a single row of rectangular spring steel tines. The tines must be from 3/32 to 1/8 inch wide, on 3/4-inch centers, and must have enough length, thickness, and resilience to form grooves approximately 3/16 inch deep. The machine must have horizontal and vertical controls. The machine must apply constant down pressure on the pavement surface during texturing. The machines must not cause raveling.

Construct grooves over the entire pavement width in a single pass except do not construct grooves 3 inches from the pavement edges and longitudinal joints. Final texture must be uniform and smooth. Use a guide to properly align the grooves. Grooves must be parallel and aligned to the pavement edge across the pavement width. Grooves must be from 1/8 to 3/16 inch deep after the pavement has hardened.

For irregular areas and areas inaccessible to the grooving machine, you may hand-construct grooves using the hand method. Hand-constructed grooves must comply with the specifications for machine-constructed grooves.

For ramp termini, use heavy brooming normal to the ramp centerline to produce a coefficient of friction of at least 0.35 determined on the hardened surface under California Test 342.

#### **40-1.03K Curing**

Cure the concrete pavement's exposed area under section 90-1.03B using the waterproof membrane method or curing compound method. If using the curing compound method use curing compound no. 1 or 2. When side forms are removed within 72 hours of the start of curing, also cure the concrete pavement edges.

Apply curing compound with mechanical sprayers. Reapply curing compound to saw cuts and disturbed areas.

#### **40-1.03L Protecting Concrete Pavement**

Protect concrete pavement under section 90-1.03C.

Maintain the concrete pavement surface temperature at not less than 40 degrees F for the initial 72 hours.

Protect the concrete pavement surface from activities that cause damage and reduce texture and coefficient of friction. Do not allow soil, gravel, petroleum products, concrete, or asphalt mixes on the concrete pavement surface.

Construct crossings for traffic convenience. If authorized, you may use RSC for crossings. Do not open crossings until the Department determines that the pavement's modulus of rupture is at least 550 psi under California Test 523 or California Test 524.

Do not open concrete pavement to traffic or use equipment on the concrete pavement for 10 days after paving nor before the concrete has attained a modulus of rupture of 550 psi based on Department's testing except:

1. If the equipment is for sawing contraction joints
2. If authorized, one side of paving equipment's tracks may be on the concrete pavement after a modulus of rupture of 350 psi has been attained, provided:
  - 2.1. Unit pressure exerted on the concrete pavement by the paver does not exceed 20 psi
  - 2.2. You change the paving equipment tracks to prevent damage or the paving equipment tracks travel on protective material such as planks
  - 2.3. No part of the track is closer than 1 foot from the concrete pavement's edge

If concrete pavement damage including visible cracking occurs, stop operating paving equipment on the concrete pavement and repair the damage.

#### **40-1.03M Early Use of Concrete Pavement**

If requesting early use of concrete pavement:

1. Furnish molds and machines for modulus of rupture testing
2. Sample concrete
3. Fabricate beam specimens
4. Test for modulus of rupture under California Test 523

If you request early use, concrete pavement must have a modulus of rupture of at least 350 psi. Protect concrete pavement under section 40-1.03L.

#### **40-1.03N Reserved**

#### **40-1.03O Rumble Strips**

Construct rumble strips by grinding indentations in concrete pavement.

Do not construct rumble strips:

1. On structures, approach slabs, or concrete weigh-in-motion slabs
2. At intersections
3. Bordering 2-way left turn lanes, driveways, or other high-volume turning areas
4. Within 6 inches of any concrete pavement joint

Rumble strip equipment must be equipped with a sighting device enabling the operator to maintain the rumble strip alignment.

Rumble strip spacing must be modified to avoid locating a groove on a concrete pavement joint.

Indentations must comply with the dimensions shown and not vary more than:

1. 10 percent in length
2. 0.06 inch in depth
3. 10 percent in width
4. 1 inch in center-to-center spacing between rumble strips

The noise level created by the combined grinding activities must not exceed 86 dBA when measured at a distance of 50 feet at right angles to the direction of travel.

Break rumble strips before and after intersections, driveways, railroad crossing, freeway gore areas, and freeway ramps. Place breaks and break distances as shown. The need for breaks and the break distances may be assessed and adjusted as needed at low volume driveways or other directions if authorized by the Engineer.

Concrete pavement must be hardened before grinding rumble strips indentations. Do not construct indentations until the following occurs:

1. 10 days elapse after concrete placement
2. Concrete has developed a modulus of rupture of 550 psi determined under California Test 523

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Grind or remove and replace noncompliant rumble strip indentations at locations determined by the Engineer. Ground surface areas must be neat and uniform in appearance.

Remove grinding residue under section 42-1.03B.

#### **40-1.03P Drilling Cores**

Drill concrete pavement cores under ASTM C 42/C 42M. Use diamond impregnated drill bits.

Clean, dry, and fill core holes with hydraulic cement grout (nonshrink) or pavement concrete. Coat the core hole walls with epoxy adhesive for bonding new concrete to old concrete under section 95. Finish the backfill to match the adjacent surface elevation and texture.

#### **40-1.03Q Pavement Repair and Replacement**

##### **40-1.03Q(1) General**

If surface raveling or full-depth cracks occur within one year of Contract acceptance, repair or replace the pavement under section 6-3.06.

Repair and replace pavement in the following sequence:

1. Replace pavement
2. Repair spall, ravel, and working cracks
3. Correct smoothness and coefficient of friction
4. Treat partial depth cracks
5. Replace damaged joint seals under section 41-5

In addition to removing pavement for other noncompliance, remove and replace JPCP slabs that:

1. Have one or more full depth crack
2. Have raveled surfaces such that either:
  - 2.1. Combined raveled areas are more than 5 percent of the total slab area
  - 2.2. Single area is more than 4 sq ft

Remove and replace JPCP 3 feet on both sides of a joint with a rejected dowel bar.

##### **40-1.03Q(2) Spall and Ravel Repair**

Repair spalled or raveled areas that are:

1. Deeper than 0.05 foot
2. Wider than 0.10 foot
3. Longer than 0.3 foot

Repairs must comply with section 41-4 and be completed before opening pavement to traffic.

##### **40-1.03Q(3) Crack Repair**

Treat partial depth cracks for JPCP under section 41-3.

If the joints are sealed, repair working cracks by routing and sealing. Use a powered rotary router mounted on wheels, with a vertical shaft and a routing spindle that casters as it moves along the crack. Form a reservoir 3/4 inch deep by 3/8 inch wide in the crack. Equipment must not cause raveling nor spalling.

Treat the contraction joint adjacent to the working crack by either:

1. Epoxy resin under ASTM C 881/C 881M, Type IV, Grade 2
2. Pressure injecting epoxy resin under ASTM C 881/C881M, Type IV, Grade 1

##### **40-1.03Q(4) Smoothness and Friction Correction**

Correct pavement that is noncompliant for:

1. Smoothness by grinding under section 42-3
2. Coefficient of friction by grooving or grinding under section 42

Do not start corrective work until:

1. Pavement has cured 10 days
2. Pavement has at least a 550 psi modulus of rupture
3. Your corrective method is authorized

Correct the entire lane width. Begin and end grinding at lines perpendicular to the roadway centerline. The corrected area must have a uniform texture and appearance.

If corrections are made within areas where testing with an IP is required, retest the entire lane length with an IP under sections 40-1.01D(6)(c) and 40-1.01D(7)(b)(vii).

If corrections are made within areas where testing with a 12-foot straightedge is required, retest the corrected area with a straightedge under sections 40-1.01D(6)(c) and 40-1.01D(7)(b)(vii).

Allow 25 days for the Department's coefficient of friction retesting.

#### **40-1.03R–40-1.03U Reserved**

#### **40-1.04 PAYMENT**

The payment quantity for pavement is based on the dimensions shown.

The deduction for pavement thickness deficiency in each primary area is shown in the following table:

| <b>Deduction for Thickness Deficiency</b>        |                     |
|--------------------------------------------------|---------------------|
| Average thickness deficiency (foot) <sup>a</sup> | Deduction(\$/sq yd) |
| 0.01                                             | 0.90                |
| 0.02                                             | 2.30                |
| 0.03                                             | 4.10                |
| 0.04                                             | 6.40                |
| 0.05                                             | 9.11                |

<sup>a</sup>Values greater than 0.01 are rounded to the nearest 0.01 foot.

Rumble strip is measured by the station along the length of the rumble strip without deductions for gaps between indentations.

07-19-13

If the initial cores show that dowel bars or tie bars are within alignment tolerances and the Engineer orders more dowel or tie bar coring, the additional cores are paid for as change order work.

The Department does not pay for additional coring to check dowel or tie bar alignment which you request.

If the Engineer accepts a test strip and it remains as part of the paving surface, the test strip is paid for as the type of pavement involved.

If the curvature of a slab affects tie bar spacing and additional tie bars are required, no additional payment is made for the additional tie bars.

Payment for grinding existing pavement is not included in the payment for the type of pavement involved.

### **40-4 JOINTED PLAIN CONCRETE PAVEMENT**

#### **40-4.01 GENERAL**

##### **40-4.01A Summary**

Section 40-4 includes specifications for constructing JPCP.

##### **40-4.01B Definitions**

Reserved

##### **40-4.01C Submittals**

##### **40-4.01C(1) General**

Reserved

#### **40-4.01C(2) Early Age Crack Mitigation System**

At least 24 hours before each paving shift, submit the following information as an informational submittal:

1. Early age stress and strength predictions
2. Scheduled sawing and curing activities
3. Contingency plan if cracking occurs

#### **40-4.01C(3)–40-4.01C(8) Reserved**

#### **40-4.01D Quality Control and Assurance**

##### **40-4.01D(1) General**

Reserved

##### **40-4.01D(2) Quality Control Plan**

The QC plan must include a procedure for identifying transverse contraction joint locations relative to the dowel bars longitudinal center and a procedure for consolidating concrete around the dowel bars.

##### **40-4.01D(3) Early Age Crack Mitigation System**

For JPCP, develop and implement a system for predicting stresses and strength during the initial 72 hours after paving. The system must include:

1. Subscription to a weather service to obtain forecasts for wind speed, ambient temperatures, humidity, and cloud cover
2. Portable weather station with an anemometer, temperature and humidity sensors, located at the paving site
3. Early age concrete pavement stress and strength prediction plan
4. Analyzing, monitoring, updating, and reporting the system's predictions

#### **40-4.01D(4)–40-4.01D(9) Reserved**

#### **40-4.02 MATERIALS**

Not Used

#### **40-4.03 CONSTRUCTION**

##### **40-4.03A General**

Transverse contraction joints on a curve must be on a single straight line through the curve's radius point. If transverse joints do not align in a curve, drill a full depth 2" diameter hole under ASTM C 42/C 42M where the joint meets the adjacent slab. Fill the hole with joint filler. If joints are not sealed, avoid joint filler material penetration into the joint.

##### **40-4.03B Repair and Replacement**

If replacing concrete, saw cut and remove to full depth.

Saw cut full slabs at the longitudinal and transverse joints. Saw cut partial slabs at joints and at locations determined by the Engineer. Saw cut must be vertical.

After lifting the slab, paint the cut ends of dowels and tie bars.

Construct transverse and longitudinal construction joints between the new slab and existing concrete. If slabs are constrained at both longitudinal edges by existing pavement, use dowel bars instead of tie bars. For longitudinal joints, offset dowel bar holes from original tie bars by 3 inches. For transverse joints, offset dowel bar holes from the original dowel bar by 3 inches.

Drill and bond bars to the existing concrete. Comply with section 41-10. Clean the faces of joints and underlying base from loose material and contaminants. Coat the faces with a double application of pigmented curing compound under section 28-2.03F. For partial slab replacements, place preformed sponge rubber expansion joint filler at new transverse joints under ASTM D 1752. Place concrete in the removal area.

#### **40-4.03C–40-4.03G Reserved**

#### **40-4.04 PAYMENT**

Not Used

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

## **81 MONUMENTS**

Adjust Survey monuments shall conform to the provisions in Section 81, "Monuments," of the Standard Specifications and these special provisions.

Adjust existing Survey Monument frames and covers to finish grade per Standard Drawing A-74 of the Standard Plans and shall be Type D.

New Survey Monuments may be constructed in lieu of reestablishing existing Survey Monuments at the option of the Contractor or as directed by the Engineer.

Damaged or destroyed Survey Monuments shall be replaced with new Survey Monuments.

New and/or reestablished monuments shall be constructed as per Standard Drawing A-74 of the Standard Plans and shall be Type D.

Concrete shall be Class 3 or minor concrete at the option of the Contractor.

The cast steel and gray cast iron frames and covers, including hardware, shall conform to the provisions in Section 55-2, "Materials," of the Standard Specifications.

Brass Caps will be furnished by the County of Fresno. The County will provide survey control for the reestablishment of the monuments.

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## **84 TRAFFIC STRIPES AND PAVEMENT MARKINGS**

### **Add to Section 84-1.03A General:**

Before obliterating any pavement delineation (traffic stripes, pavement markings, and pavement markers) 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 1-way 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.

### **Revise Section 84-2.03B Extruded Thermoplastic**

Apply extruded thermoplastic at a temperature from 400 to 425 degrees F, unless a different temperature is instructed by the manufacturer.

Apply thermoplastic for traffic stripes by the ribbon extrusion method in a single pass. Apply the thermoplastic at a rate of at least 0.38 lb/ft of 4-inch-wide solid stripe. The applied thermoplastic must be at least 0.100 inch thick.

An applied thermoplastic pavement marking must be from 0.100 to 0.150 inch thick.

Apply glass beads to the surface of the molten thermoplastic at a rate of at least 8 lb/100 sq ft.

## **ADD TO SECTION 84-3 PAINTED BIKE LANE STRIPES AND PAVEMENT MARKINGS**

Painted bike lane pavement markings (symbols and legends) shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provision.

This work shall consist of applying painted pavement markings at the locations specified in the Striping Details and as directed by the Engineer and in conformance with these special provision and shall be in accordance with the current

Bike lane pavement markings (symbols and legends) shall be painted. Paint pavement markings shall conform to the requirements in Section 84-3, "Paint Bike lane Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

1. Certificate of Compliance under Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications.
2. Department's Materials Engineering and Testing Services notification letter stating that the material is approved for use.
3. Material Safety Data Sheet.
- 4 Traffic stripe and pavement marking paint shall conform to the requirements in State Specification No. PTWB-01.

Substitution of permanent traffic striping and pavement marking tape for the specified materials shall not be allowed.

This work shall consist of applying painted pavement markings at the locations specified in the Striping Details and as directed by the Engineer and in conformance with these special provision and shall be in accordance with the current edition of the California Manual on Uniform Bike lane Control Devices (MUTCD) issued by the State of California, Department of Transportation (Caltrans).

For each batch of paint for traffic stripes and pavement markings, the Contractor shall submit to the Engineer:

1. Certificate of Compliance under Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications.
2. Department's Materials Engineering and Testing Services notification letter stating that the material is approved for use.
3. Material Safety Data Sheet.

Traffic stripe and pavement marking paint shall conform to the requirements in State Specification No. PTWB-01.

The color of the painted traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6628-01.

Substitution of permanent traffic striping and pavement marking tape for the specified materials shall not be allowed.

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

**Add to section 86-2.06 PULL BOXES**

When pull boxes are placed in dirt and planting areas, a concrete collar shall be constructed around the pull box. The surface elevation of the collar shall match the surface elevation of the pull box and slope away from the pull box at a rate of 1:50 (2% slope). The width of the collar shall be 12" wide and 6" in depth.

When pull boxes are placed in pavement it shall be traffic rated pull box with steel cover. Steel cover must have an embossed nonskid pattern.

Pull boxes shall comply with section 86-2.06 and paid as each.

**Add to section 86-5.01 A (1):**

Loop wire must be Type 2.

Loop detector lead-in cable must be Type B.

Slots must be filled with elastomeric sealant or hot-melt rubberized asphalt sealant.

You may use a Type E loop where a Type A or a Type B loop is shown.

For Type E detector loops, sides of the slot must be vertical and the minimum radius of the slot entering and leaving the circular part of the loop must be 1-1/2 inches. Slot width must be a maximum of 5/8 inch. Loop wire for circular loops must be Type 2. Slots of circular loops must be filled with elastomeric sealant or hot-melt rubberized asphalt sealant.

The depth of the loop sealant above the top of the uppermost loop wire in the sawed slots must be 2 inches, minimum.

**Add to section 86-5.01 A:**

Loop Detectors shall comply with the City of Fresno Standard Plans to the extent shown on the plans and the “Project Details” of these Specifications.

[illegible]



# **Federal Requirements**



General Decision Number: CA170029 02/24/2017 CA29

Superseded General Decision Number: CA20160029

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/06/2017       |
| 1                   | 01/20/2017       |
| 2                   | 01/27/2017       |
| 3                   | 02/17/2017       |
| 4                   | 02/24/2017       |

ASBE0016-004 01/01/2015

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANSICO, SAN MATEO & SANTA CLARA COUNTIES

| Rates | Fringes |
|-------|---------|
|-------|---------|

Asbestos Removal  
worker/hazardous material  
handler (Includes  
preparation, wetting,  
stripping, removal,  
scrapping, vacuuming, bagging)

and disposing of all  
insulation materials from  
mechanical systems, whether  
they contain asbestos or not)

|             |          |      |
|-------------|----------|------|
| Area 1..... | \$ 28.30 | 7.75 |
| Area 2..... | \$ 32.38 | 7.75 |

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ASBE0016-008 08/01/2016

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN  
FRANSICO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA,  
MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Asbestos Workers/Insulator  
(Includes the application of  
all insulating materials,  
Protective Coverings,  
Coatings, and Finishes to all  
types of mechanical systems)

|             |          |       |
|-------------|----------|-------|
| Area 1..... | \$ 62.36 | 23.10 |
| Area 2..... | \$ 46.96 | 23.10 |

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BOIL0549-001 01/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA  
CLARA COUNTIES

AREA 2: REMAINING COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

BOILERMAKER

|             |          |       |
|-------------|----------|-------|
| Area 1..... | \$ 42.06 | 33.43 |
| Area 2..... | \$ 38.37 | 31.32 |

---

BRCA0003-001 08/01/2016

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                      |          |       |
|----------------------|----------|-------|
| MARBLE FINISHER..... | \$ 31.17 | 14.94 |
|----------------------|----------|-------|

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BRCA0003-003 08/01/2016

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                   |          |       |
|-------------------|----------|-------|
| MARBLE MASON..... | \$ 41.77 | 26.36 |
|-------------------|----------|-------|

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BRCA0003-005 05/01/2016

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

BRICKLAYER

|                                                     |          |       |
|-----------------------------------------------------|----------|-------|
| ( 1) Fresno, Kings,<br>Madera, Mariposa, Merced.... | \$ 37.04 | 21.13 |
|-----------------------------------------------------|----------|-------|

|                                                          |          |       |
|----------------------------------------------------------|----------|-------|
| ( 7) San Francisco, San Mateo.....                       | \$ 40.89 | 25.78 |
| ( 8) Alameda, Contra Costa, San Benito, Santa Clara..... | \$ 42.70 | 21.67 |
| ( 9) Calaveras, San Joaquin, Stanislaus, Tuolumne.....   | \$ 38.21 | 20.71 |
| (16) Monterey, Santa Cruz....                            | \$ 39.51 | 23.49 |

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BRCA0003-008 07/01/2016

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| TERRAZZO FINISHER.....      | \$ 34.43 | 16.58   |
| TERRAZZO WORKER/SETTER..... | \$ 42.41 | 26.31   |

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BRCA0003-011 10/01/2016

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

|               | Rates    | Fringes |
|---------------|----------|---------|
| TILE FINISHER |          |         |
| Area 1.....   | \$ 25.46 | 14.54   |
| Area 2.....   | \$ 23.31 | 12.90   |
| Area 3.....   | \$ 23.88 | 13.68   |
| Tile Layer    |          |         |
| Area 1.....   | \$ 43.90 | 16.29   |
| Area 2.....   | \$ 37.71 | 14.19   |
| Area 3.....   | \$ 34.40 | 15.59   |

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CARP0022-001 07/01/2016

San Francisco County

|                                                                                                           | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------------|----------|---------|
| Carpenters                                                                                                |          |         |
| Bridge Builder/Highway Carpenter.....                                                                     | \$ 44.40 | 28.20   |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer..... | \$ 44.55 | 28.20   |
| Journeyman Carpenter.....                                                                                 | \$ 44.40 | 28.20   |
| Millwright.....                                                                                           | \$ 44.50 | 29.79   |

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CARP0034-001 07/01/2016

|       | Rates | Fringes |
|-------|-------|---------|
| Diver |       |         |

|                                    |          |       |
|------------------------------------|----------|-------|
| Assistant Tender, ROV              |          |       |
| Tender/Technician.....             | \$ 43.65 | 31.40 |
| Diver standby.....                 | \$ 48.61 | 31.40 |
| Diver Tender.....                  | \$ 47.82 | 31.40 |
| Diver wet.....                     | \$ 93.17 | 31.40 |
| Manifold Operator (mixed gas)..... | \$ 52.82 | 31.40 |
| Manifold Operator (Standby).....   | \$ 47.82 | 31.40 |

## DEPTH PAY (Surface Diving):

|               |                 |
|---------------|-----------------|
| 050 to 100 ft | \$2.00 per foot |
| 101 to 150 ft | \$3.00 per foot |
| 151 to 220 ft | \$4.00 per foot |

## SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

## DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

## WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

-----  
CARP0034-003 07/01/2014

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| Piledriver..... | \$ 40.60 | 30.73   |

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CARP0035-007 07/01/2016

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| Modular Furniture Installer |          |         |
| Area 1                      |          |         |
| Installer I.....            | \$ 24.91 | 19.62   |
| Installer II.....           | \$ 21.48 | 19.63   |

|                       |          |       |
|-----------------------|----------|-------|
| Lead Installer.....   | \$ 28.36 | 20.13 |
| Master Installer..... | \$ 32.58 | 19.63 |
| Area 2                |          |       |
| Installer I.....      | \$ 22.26 | 19.63 |
| Installer II.....     | \$ 19.31 | 19.63 |
| Lead Installer.....   | \$ 25.23 | 20.13 |
| Master Installer..... | \$ 28.86 | 20.13 |
| Area 3                |          |       |
| Installer I.....      | \$ 21.31 | 19.63 |
| Installer II.....     | \$ 18.54 | 19.63 |
| Lead Installer.....   | \$ 24.11 | 20.13 |
| Master Installer..... | \$ 31.13 | 20.13 |

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CARP0035-008 08/01/2016

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| Drywall Installers/Lathers: |          |         |
| Area 1.....                 | \$ 44.40 | 28.64   |
| Area 2.....                 | \$ 38.52 | 28.64   |
| Area 3.....                 | \$ 39.02 | 28.64   |
| Area 4.....                 | \$ 37.67 | 28.64   |
| Drywall Stocker/Scrapper    |          |         |
| Area 1.....                 | \$ 22.20 | 16.57   |
| Area 2.....                 | \$ 19.26 | 16.57   |
| Area 3.....                 | \$ 19.51 | 16.57   |
| Area 4.....                 | \$ 18.84 | 16.57   |

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CARP0152-001 07/01/2016

Contra Costa County

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Carpenters                 |          |         |
| Bridge Builder/Highway     |          |         |
| Carpenter.....             | \$ 44.40 | 28.20   |
| Hardwood Floorlayer,       |          |         |
| Shingler, Power Saw        |          |         |
| Operator, Steel Scaffold & |          |         |
| Steel Shoring Erector, Saw |          |         |
| Filer.....                 | \$ 44.55 | 28.20   |
| Journeyman Carpenter.....  | \$ 44.40 | 28.20   |
| Millwright.....            | \$ 44.50 | 29.79   |

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CARP0152-002 07/01/2016

San Joaquin County

|                                                                                                                       | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------------------------|----------|---------|
| Carpenters                                                                                                            |          |         |
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 44.40 | 28.20   |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 38.67 | 28.20   |
| Journeyman Carpenter.....                                                                                             | \$ 38.52 | 28.20   |
| Millwright.....                                                                                                       | \$ 41.02 | 29.79   |
| -----                                                                                                                 |          |         |
| CARP0152-004 07/01/2016                                                                                               |          |         |

## Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

|                                                                                                                       | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------------------------|----------|---------|
| Carpenters                                                                                                            |          |         |
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 44.40 | 28.20   |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 37.32 | 28.20   |
| Journeyman Carpenter.....                                                                                             | \$ 37.17 | 28.20   |
| Millwright.....                                                                                                       | \$ 39.67 | 29.79   |
| -----                                                                                                                 |          |         |
| CARP0217-001 07/01/2016                                                                                               |          |         |

## San Mateo County

|                                                                                                                       | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------------------------|----------|---------|
| Carpenters                                                                                                            |          |         |
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 44.40 | 28.20   |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 44.55 | 28.20   |
| Journeyman Carpenter.....                                                                                             | \$ 44.40 | 28.20   |
| Millwright.....                                                                                                       | \$ 44.50 | 29.79   |
| -----                                                                                                                 |          |         |
| CARP0405-001 07/01/2016                                                                                               |          |         |

## Santa Clara County

|                                                                                                         | Rates    | Fringes |
|---------------------------------------------------------------------------------------------------------|----------|---------|
| Carpenters                                                                                              |          |         |
| Bridge Builder/Highway<br>Carpenter.....                                                                | \$ 44.40 | 28.20   |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw |          |         |



|                           |          |       |
|---------------------------|----------|-------|
| Filer.....                | \$ 44.55 | 28.20 |
| Journeyman Carpenter..... | \$ 44.40 | 28.20 |
| Millwright.....           | \$ 44.50 | 29.79 |

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CARP0405-002 07/01/2016

San Benito County

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Carpenters                 |          |         |
| Bridge Builder/Highway     |          |         |
| Carpenter.....             | \$ 44.40 | 28.20   |
| Hardwood Floorlayer,       |          |         |
| Shingler, Power Saw        |          |         |
| Operator, Steel Scaffold & |          |         |
| Steel Shoring Erector, Saw |          |         |
| Filer.....                 | \$ 38.58 | 28.20   |
| Journeyman Carpenter.....  | \$ 38.52 | 28.20   |
| Millwright.....            | \$ 41.02 | 29.79   |

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CARP0505-001 07/01/2016

Santa Cruz County

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Carpenters                 |          |         |
| Bridge Builder/Highway     |          |         |
| Carpenter.....             | \$ 44.40 | 28.20   |
| Hardwood Floorlayer,       |          |         |
| Shingler, Power Saw        |          |         |
| Operator, Steel Scaffold & |          |         |
| Steel Shoring Erector, Saw |          |         |
| Filer.....                 | \$ 38.67 | 28.20   |
| Journeyman Carpenter.....  | \$ 38.52 | 28.20   |
| Millwright.....            | \$ 41.02 | 29.79   |

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CARP0605-001 07/01/2016

Monterey County

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Carpenters                 |          |         |
| Bridge Builder/Highway     |          |         |
| Carpenter.....             | \$ 44.40 | 28.20   |
| Hardwood Floorlayer,       |          |         |
| Shingler, Power Saw        |          |         |
| Operator, Steel Scaffold & |          |         |
| Steel Shoring Erector, Saw |          |         |
| Filer.....                 | \$ 38.67 | 28.20   |
| Journeyman Carpenter.....  | \$ 38.52 | 28.20   |
| Millwright.....            | \$ 41.02 | 29.79   |

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CARP0701-001 07/01/2016

Fresno and Madera Counties

| Rates | Fringes |
|-------|---------|
|-------|---------|

## Carpenters

|                                                                                                                       |          |       |
|-----------------------------------------------------------------------------------------------------------------------|----------|-------|
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 44.40 | 28.20 |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 37.32 | 28.20 |
| Journeyman Carpenter.....                                                                                             | \$ 37.17 | 28.20 |
| Millwright.....                                                                                                       | \$ 39.67 | 29.79 |

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 CARP0713-001 07/01/2016

## Alameda County

|       |         |
|-------|---------|
| Rates | Fringes |
|-------|---------|

## Carpenters

|                                                                                                                       |          |       |
|-----------------------------------------------------------------------------------------------------------------------|----------|-------|
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 44.40 | 28.20 |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 44.55 | 28.20 |
| Journeyman Carpenter.....                                                                                             | \$ 44.40 | 28.20 |
| Millwright.....                                                                                                       | \$ 44.50 | 29.79 |

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 CARP1109-001 07/01/2016

## Kings County

|       |         |
|-------|---------|
| Rates | Fringes |
|-------|---------|

## Carpenters

|                                                                                                                       |          |       |
|-----------------------------------------------------------------------------------------------------------------------|----------|-------|
| Bridge Builder/Highway<br>Carpenter.....                                                                              | \$ 44.40 | 28.20 |
| Hardwood Floorlayer,<br>Shingler, Power Saw<br>Operator, Steel Scaffold &<br>Steel Shoring Erector, Saw<br>Filer..... | \$ 37.32 | 28.20 |
| Journeyman Carpenter.....                                                                                             | \$ 37.17 | 28.20 |
| Millwright.....                                                                                                       | \$ 39.67 | 29.79 |

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 ELEC0006-004 12/01/2016

## SAN FRANCISCO COUNTY

|       |         |
|-------|---------|
| Rates | Fringes |
|-------|---------|

## Sound &amp; Communications

|                 |          |          |
|-----------------|----------|----------|
| Installer.....  | \$ 35.57 | 3%+18.05 |
| Technician..... | \$ 40.50 | 3%+18.05 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of

terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0006-007 06/01/2016

SAN FRANCISCO COUNTY

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 64.00 | 30.38   |

-----  
ELEC0100-002 07/01/2016

FRESNO, KINGS, AND MADERA COUNTIES

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 36.00 | 20.63   |

-----  
ELEC0100-005 12/01/2016

FRESNO, KINGS, MADERA

|                       | Rates    | Fringes  |
|-----------------------|----------|----------|
| Communications System |          |          |
| Installer.....        | \$ 30.64 | 3%+17.86 |
| Technician.....       | \$ 34.89 | 3%+17.86 |

#### SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

#### A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems,

Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

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ELEC0234-001 12/25/2016

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

|             | Rates    | Fringes |
|-------------|----------|---------|
| ELECTRICIAN |          |         |
| Zone A..... | \$ 44.65 | 24.44   |
| Zone B..... | \$ 49.12 | 24.57   |

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

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\* ELEC0234-003 12/01/2016

## MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Sound & Communications |          |         |
| Installer.....         | \$ 35.07 | 18.60   |
| Technician.....        | \$ 37.94 | 16.30   |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0302-001 02/09/2016

## CONTRA COSTA COUNTY

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| CABLE SPLICER..... | \$ 54.17 | 26.23   |
| ELECTRICIAN.....   | \$ 47.76 | 26.03   |

-----  
ELEC0302-003 12/01/2016

## CONTRA COSTA COUNTY

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Sound & Communications |          |         |
| Installer.....         | \$ 35.07 | 18.05   |
| Technician.....        | \$ 39.93 | 18.20   |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are

installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0332-001 05/30/2016

SANTA CLARA COUNTY

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| CABLE SPLICER..... | \$ 67.87 | 33.28   |
| ELECTRICIAN.....   | \$ 59.02 | 32.75   |

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

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ELEC0332-003 11/30/2015

SANTA CLARA COUNTY

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Sound & Communications |          |         |
| Installer.....         | \$ 34.32 | 17.33   |
| Technician.....        | \$ 39.08 | 17.47   |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which

involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0595-001 06/01/2016

ALAMEDA COUNTY

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| CABLE SPLICER..... | \$ 58.95 | 34.14   |
| ELECTRICIAN.....   | \$ 52.40 | 33.95   |

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\* ELEC0595-002 12/01/2016

CALAVERAS AND SAN JOAQUIN COUNTIES

|                         | Rates    | Fringes    |
|-------------------------|----------|------------|
| CABLE SPLICER.....      | \$ 40.54 | 7.5%+23.49 |
| ELECTRICIAN             |          |            |
| (1) Tunnel work.....    | \$ 37.01 | 7.5%+23.49 |
| (2) All other work..... | \$ 35.25 | 7.5%+23.49 |

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ELEC0595-006 12/01/2016

ALAMEDA COUNTY

|                        | Rates    | Fringes  |
|------------------------|----------|----------|
| Sound & Communications |          |          |
| Installer.....         | \$ 35.07 | 3%+17.55 |
| Technician.....        | \$ 39.93 | 3%+17.55 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0595-008 12/01/2016

## CALAVERAS AND SAN JOAQUIN COUNTIES

|                       | Rates    | Fringes  |
|-----------------------|----------|----------|
| Communications System |          |          |
| Installer.....        | \$ 30.64 | 3%+17.55 |
| Technician.....       | \$ 34.89 | 3%+17.55 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0617-001 06/01/2016

## SAN MATEO COUNTY

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 55.30 | 32.19   |

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ELEC0617-003 12/01/2016

## SAN MATEO COUNTY

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Sound & Communications |          |         |
| Installer.....         | \$ 35.07 | 18.86   |
| Technician.....        | \$ 39.93 | 18.86   |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway



systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0684-001 12/01/2016

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

|                  | Rates    | Fringes  |
|------------------|----------|----------|
| ELECTRICIAN..... | \$ 36.40 | 3%+20.73 |

CABLE SPLICER = 110% of Journeyman Electrician

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ELEC0684-004 12/01/2016

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

|                       | Rates    | Fringes  |
|-----------------------|----------|----------|
| Communications System |          |          |
| Installer.....        | \$ 30.64 | 3%+17.86 |
| Technician.....       | \$ 34.89 | 3%+17.86 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC1245-001 06/01/2015

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

## LINE CONSTRUCTION

|                                                                                                                                                                                                                        |       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| (1) Lineman; Cable splicer..\$ 52.85                                                                                                                                                                                   | 15.53 |
| (2) Equipment specialist<br>(operates crawler<br>tractors, commercial motor<br>vehicles, backhoes,<br>trenchers, cranes (50 tons<br>and below), overhead &<br>underground distribution<br>line equipment).....\$ 42.21 | 14.32 |
| (3) Groundman.....\$ 32.28                                                                                                                                                                                             | 14.03 |
| (4) Powderman.....\$ 47.19                                                                                                                                                                                             | 14.60 |

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2017

|                                | Rates | Fringes |
|--------------------------------|-------|---------|
| ELEVATOR MECHANIC.....\$ 63.44 |       | 31.585  |

## FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly  
rate as vacation pay credit for employees with more than 5  
years of service, and 6% for 6 months to 5 years of service.  
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,  
Labor Day, Veterans Day, Thanksgiving Day, Friday after  
Thanksgiving, and Christmas Day.

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ENGI0003-008 07/01/2013

|                                                                                                             | Rates | Fringes |
|-------------------------------------------------------------------------------------------------------------|-------|---------|
| Dredging: (DREDGING:<br>CLAMSHELL & DIPPER DREDGING;<br>HYDRAULIC SUCTION DREDGING:)                        |       |         |
| AREA 1:                                                                                                     |       |         |
| (1) Leverman.....\$ 40.53                                                                                   |       | 27.81   |
| (2) Dredge Dozer; Heavy<br>duty repairman.....\$ 35.57                                                      |       | 27.81   |
| (3) Booster Pump<br>Operator; Deck<br>Engineer; Deck mate;<br>Dredge Tender; Winch<br>Operator.....\$ 34.45 |       | 27.81   |
| (4) Bargeman; Deckhand;<br>Fireman; Leveehand; Oiler..\$ 31.15                                              |       | 27.81   |
| AREA 2:                                                                                                     |       |         |
| (1) Leverman.....\$ 42.53                                                                                   |       | 27.81   |
| (2) Dredge Dozer; Heavy<br>duty repairman.....\$ 37.57                                                      |       | 27.81   |
| (3) Booster Pump<br>Operator; Deck<br>Engineer; Deck mate;<br>Dredge Tender; Winch<br>Operator.....\$ 36.45 |       | 27.81   |

(4) Bargeman; Deckhand;  
 Fireman; Leveehand; Oiler..\$ 33.15 27.81

#### AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,  
 NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,  
 SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,  
 SUTTER, YOLO, AND YUBA COUNTIES

#### AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2  
 AS NOTED BELOW:

#### ALPINE COUNTY:

Area 1: Northernmost part  
 Area 2: Remainder

#### CALAVERAS COUNTY:

Area 1: Remainder  
 Area 2: Eastern part

#### COLUSA COUNTY:

Area 1: Eastern part  
 Area 2: Remainder

#### ELDORADO COUNTY:

Area 1: North Central part  
 Area 2: Remainder

#### FRESNO COUNTY:

Area 1: Remainder  
 Area 2: Eastern part

#### GLENN COUNTY:

Area 1: Eastern part  
 Area 2: Remainder

#### LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
 with Shasta County  
 Area 2: Remainder

#### MADERA COUNTY:

Area 1: Except Eastern part  
 Area 2: Eastern part

#### MARIPOSA COUNTY

Area 1: Except Eastern part  
 Area 2: Eastern part

#### MONTERREY COUNTY

Area 1: Except Southwestern part  
 Area 2: Southwestern part

#### NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
 Sierra County  
 Area 2: Remainder

## PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

## PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

## SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

## SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

## SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

## SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

## TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity  
Counties

Area 2: Remainder

## TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with  
Shasta County

Area 2: Remainder

## TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

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ENGI0003-018 06/30/2014

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1  
RATES.

SEE AREA DEFINITIONS BELOW

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| OPERATOR: Power Equipment |          |         |
| (AREA 1:)                 |          |         |
| GROUP 1.....              | \$ 39.85 | 27.44   |
| GROUP 2.....              | \$ 38.32 | 27.44   |
| GROUP 3.....              | \$ 36.84 | 27.44   |
| GROUP 4.....              | \$ 35.46 | 27.44   |
| GROUP 5.....              | \$ 34.19 | 27.44   |
| GROUP 6.....              | \$ 32.87 | 27.44   |

|                            |          |       |
|----------------------------|----------|-------|
| GROUP 7.....               | \$ 31.73 | 27.44 |
| GROUP 8.....               | \$ 30.59 | 27.44 |
| GROUP 8-A.....             | \$ 28.38 | 27.44 |
| OPERATOR: Power Equipment  |          |       |
| (Cranes and Attachments -  |          |       |
| AREA 1:)                   |          |       |
| GROUP 1                    |          |       |
| Cranes.....                | \$ 40.73 | 27.44 |
| Oiler.....                 | \$ 33.76 | 27.44 |
| Truck crane oiler.....     | \$ 37.33 | 27.44 |
| GROUP 2                    |          |       |
| Cranes.....                | \$ 38.97 | 27.44 |
| Oiler.....                 | \$ 33.50 | 27.44 |
| Truck crane oiler.....     | \$ 37.04 | 27.44 |
| GROUP 3                    |          |       |
| Cranes.....                | \$ 37.23 | 27.44 |
| Hydraulic.....             | \$ 32.87 | 27.44 |
| Oiler.....                 | \$ 33.26 | 27.44 |
| Truck Crane Oiler.....     | \$ 36.77 | 27.44 |
| GROUP 4                    |          |       |
| Cranes.....                | \$ 34.19 | 27.44 |
| OPERATOR: Power Equipment  |          |       |
| (Piledriving - AREA 1:)    |          |       |
| GROUP 1                    |          |       |
| Lifting devices.....       | \$ 41.07 | 27.44 |
| Oiler.....                 | \$ 31.81 | 27.44 |
| Truck crane oiler.....     | \$ 34.09 | 27.44 |
| GROUP 2                    |          |       |
| Lifting devices.....       | \$ 39.25 | 27.44 |
| Oiler.....                 | \$ 31.54 | 27.44 |
| Truck Crane Oiler.....     | \$ 33.84 | 27.44 |
| GROUP 3                    |          |       |
| Lifting devices.....       | \$ 37.57 | 27.44 |
| Oiler.....                 | \$ 31.32 | 27.44 |
| Truck Crane Oiler.....     | \$ 33.55 | 27.44 |
| GROUP 4                    |          |       |
| Lifting devices.....       | \$ 35.80 | 27.44 |
| GROUP 5                    |          |       |
| Lifting devices.....       | \$ 34.50 | 27.44 |
| GROUP 6                    |          |       |
| Lifting devices.....       | \$ 33.16 | 27.44 |
| OPERATOR: Power Equipment  |          |       |
| (Steel Erection - AREA 1:) |          |       |
| GROUP 1                    |          |       |
| Cranes.....                | \$ 41.70 | 27.44 |
| Oiler.....                 | \$ 32.15 | 27.44 |
| Truck Crane Oiler.....     | \$ 34.38 | 27.44 |
| GROUP 2                    |          |       |
| Cranes.....                | \$ 39.93 | 27.44 |
| Oiler.....                 | \$ 31.88 | 27.44 |
| Truck Crane Oiler.....     | \$ 34.16 | 27.44 |
| GROUP 3                    |          |       |
| Cranes.....                | \$ 38.45 | 27.44 |
| Hydraulic.....             | \$ 32.67 | 27.44 |
| Oiler.....                 | \$ 31.66 | 27.44 |
| Truck Crane Oiler.....     | \$ 33.89 | 27.44 |
| GROUP 4                    |          |       |
| Cranes.....                | \$ 36.43 | 27.44 |
| GROUP 5                    |          |       |
| Cranes.....                | \$ 35.13 | 27.44 |

OPERATOR: Power Equipment  
(Tunnel and Underground Work  
- AREA 1:)

SHAFTS, STOPES, RAISES:

|                |          |       |
|----------------|----------|-------|
| GROUP 1.....   | \$ 35.95 | 27.44 |
| GROUP 1-A..... | \$ 38.32 | 27.44 |
| GROUP 2.....   | \$ 34.59 | 27.44 |
| GROUP 3.....   | \$ 33.36 | 27.44 |
| GROUP 4.....   | \$ 32.22 | 27.44 |
| GROUP 5.....   | \$ 31.08 | 27.44 |

UNDERGROUND:

|                |          |       |
|----------------|----------|-------|
| GROUP 1.....   | \$ 35.85 | 27.44 |
| GROUP 1-A..... | \$ 38.32 | 27.44 |
| GROUP 2.....   | \$ 34.59 | 27.44 |
| GROUP 3.....   | \$ 33.26 | 27.44 |
| GROUP 4.....   | \$ 32.12 | 27.44 |
| GROUP 5.....   | \$ 30.98 | 27.44 |

FOOTNOTE: Work suspended by ropes or cables, or work on a  
Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work);  
Hydraulic excavator, 7 cu. yds. and over; Power shovels,  
over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu.  
yds. up to 7 cu. yds.; Licensed construction work boat  
operator, on site; Power blade operator (finish); Power  
shovels, over 1 cu. yd. up to and including 7 cu. yds.  
m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination  
backhoe and loader over 3/4 cu. yds.; Continuous flight tie  
back machine assistant to engineer or mechanic; Crane  
mounted continuous flight tie back machine, tonnage to  
apply; Crane mounted drill attachment, tonnage to apply;  
Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2  
cu. yds.; Loader 4 cu. yds. and over; Long reach excavator;  
Multiple engine scraper (when used as push pull); Power  
shovels, up to and including 1 cu. yd.; Pre-stress wire  
wrapping machine; Side boom cat, 572 or larger; Track  
loader 4 cu. yds. and over; Wheel excavator (up to and  
including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom;  
Combination backhoe and loader up to and including 3/4 cu.  
yd.; Concrete batch plant (wet or dry); Dozer and/or push  
cat; Pull- type elevating loader; Gradesetter, grade  
checker (GPS, mechanical or otherwise); Grooving and  
grinding machine; Heading shield operator; Heavy-duty  
drilling equipment, Hughes, LDH, Watson 3000 or similar;  
Heavy-duty repairperson and/or welder; Lime spreader;  
Loader under 4 cu. yds.; Lubrication and service engineer  
(mobile and grease rack); Mechanical finishers or spreader  
machine (asphalt, Barber-Greene and similar); Miller  
Formless M-9000 slope paver or similar; Portable crushing  
and screening plants; Power blade support; Roller operator,

asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt; Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination; Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson;

Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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#### ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

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#### PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and



including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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#### STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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#### TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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## AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

## AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

## ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

## CALAVERAS COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

## COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

## DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner  
Area 2: Remainder

## ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

## FRESNO COUNTY

Area 1: Except Eastern part  
Area 2: Eastern part

## GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

## HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts  
Area 2: Remainder

## LAKE COUNTY:

Area 1: Southern part  
Area 2: Remainder

## LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County  
Area 2: Remainder

## MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity  
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with  
Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

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 ENGI0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

|                                                    | Rates    | Fringes |
|----------------------------------------------------|----------|---------|
| OPERATOR: Power Equipment<br>(LANDSCAPE WORK ONLY) |          |         |
| GROUP 1                                            |          |         |
| AREA 1.....                                        | \$ 29.64 | 25.71   |
| AREA 2.....                                        | \$ 31.64 | 25.71   |
| GROUP 2                                            |          |         |
| AREA 1.....                                        | \$ 26.04 | 25.71   |
| AREA 2.....                                        | \$ 28.04 | 25.71   |
| GROUP 3                                            |          |         |
| AREA 1.....                                        | \$ 21.43 | 25.71   |
| AREA 2.....                                        | \$ 23.43 | 25.71   |

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part  
 Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part  
 Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

DEL NORTE COUNTY:  
Area 1: Extreme Southwestern corner  
Area 2: Remainder

ELDORADO COUNTY:  
Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY  
Area 1: Except Eastern part  
Area 2: Eastern part

GLENN COUNTY:  
Area 1: Eastern part  
Area 2: Remainder

HUMBOLDT COUNTY:  
Area 1: Except Eastern and Southwestern parts  
Area 2: Remainder

LAKE COUNTY:  
Area 1: Southern part  
Area 2: Remainder

LASSEN COUNTY:  
Area 1: Western part along the Southern portion of border  
with Shasta County  
Area 2: Remainder

MADERA COUNTY  
Area 1: Remainder  
Area 2: Eastern part

MARIPOSA COUNTY  
Area 1: Remainder  
Area 2: Eastern part

MENDOCINO COUNTY:  
Area 1: Central and Southeastern parts  
Area 2: Remainder

MONTEREY COUNTY  
Area 1: Remainder  
Area 2: Southwestern part

NEVADA COUNTY:  
Area 1: All but the Northern portion along the border of  
Sierra County  
Area 2: Remainder

PLACER COUNTY:  
Area 1: All but the Central portion  
Area 2: Remainder

PLUMAS COUNTY:  
Area 1: Western portion  
Area 2: Remainder

## SHASTA COUNTY:

Area 1: All but the Northeastern corner  
Area 2: Remainder

## SIERRA COUNTY:

Area 1: Western part  
Area 2: Remainder

## SISKIYOU COUNTY:

Area 1: Central part  
Area 2: Remainder

## SONOMA COUNTY:

Area 1: All but the Northwestern corner  
Area 2: Reaminder

## TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity  
Counties  
Area 2: Remainder

## TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with  
Shasta County  
Area 2: Remainder

## TULARE COUNTY;

Area 1: Remainder  
Area 2: Eastern part

## TUOLUMNE COUNTY:

Area 1: Remainder  
Area 2: Eastern Part

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IRON0377-002 07/01/2016

|                                                | Rates    | Fringes |
|------------------------------------------------|----------|---------|
| Ironworkers:                                   |          |         |
| Fence Erector.....                             | \$ 28.33 | 20.64   |
| Ornamental, Reinforcing<br>and Structural..... | \$ 34.75 | 29.20   |

## PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval  
Reserve-Niland,  
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training  
Center-Goldstone, San Clemente Island, San Nicholas Island,  
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine  
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,  
Naval Post Graduate School - Monterey, Yermo Marine Corps

Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0067-002 06/27/2016

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| Asbestos Removal Laborer |          |         |
| Areas A & B.....         | \$ 20.66 | 10.02   |
| LABORER (Lead Removal)   |          |         |
| Area A.....              | \$ 30.00 | 21.34   |
| Area B.....              | \$ 29.00 | 21.34   |

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

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LABO0067-006 06/30/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Laborers: (CONSTRUCTION CRAFT |          |         |
| LABORERS - AREA A:)           |          |         |
| Construction Specialist       |          |         |
| Group.....                    | \$ 29.09 | 18.66   |
| GROUP 1.....                  | \$ 28.39 | 18.66   |

|                                         |          |       |
|-----------------------------------------|----------|-------|
| GROUP 1-a.....                          | \$ 28.61 | 18.66 |
| GROUP 1-c.....                          | \$ 28.44 | 18.66 |
| GROUP 1-e.....                          | \$ 28.94 | 18.66 |
| GROUP 1-f.....                          | \$ 28.97 | 18.66 |
| GROUP 1-g (Contra Costa<br>County)..... | \$ 28.59 | 18.66 |
| GROUP 2.....                            | \$ 28.24 | 18.66 |
| GROUP 3.....                            | \$ 28.14 | 18.66 |
| GROUP 4.....                            | \$ 21.83 | 18.66 |

See groups 1-b and 1-d under laborer classifications.

Laborers: (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist

|                |          |       |
|----------------|----------|-------|
| Group.....     | \$ 28.09 | 18.66 |
| GROUP 1.....   | \$ 27.39 | 18.66 |
| GROUP 1-a..... | \$ 27.61 | 18.66 |
| GROUP 1-c..... | \$ 27.44 | 18.66 |
| GROUP 1-e..... | \$ 27.94 | 18.66 |
| GROUP 1-f..... | \$ 27.97 | 18.66 |
| GROUP 2.....   | \$ 27.24 | 18.66 |
| GROUP 3.....   | \$ 27.14 | 18.66 |
| GROUP 4.....   | \$ 20.83 | 18.66 |

See groups 1-b and 1-d under laborer classifications.

Laborers: (GUNITE - AREA A:)

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 29.35 | 18.66 |
| GROUP 2..... | \$ 28.85 | 18.66 |
| GROUP 3..... | \$ 28.26 | 18.66 |
| GROUP 4..... | \$ 28.14 | 18.66 |

Laborers: (GUNITE - AREA B:)

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 28.35 | 18.66 |
| GROUP 2..... | \$ 27.85 | 18.66 |
| GROUP 3..... | \$ 27.26 | 18.66 |
| GROUP 4..... | \$ 27.14 | 18.66 |

Laborers: (WRECKING - AREA A:)

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 28.39 | 18.66 |
| GROUP 2..... | \$ 28.24 | 18.66 |

Laborers: (WRECKING - AREA B:)

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 27.39 | 18.66 |
| GROUP 2..... | \$ 27.24 | 18.66 |

Landscape Laborer (GARDENERS,  
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

|                                           |          |       |
|-------------------------------------------|----------|-------|
| (1) New Construction.....                 | \$ 28.14 | 18.66 |
| (2) Establishment Warranty<br>Period..... | \$ 21.83 | 18.66 |

Landscape Laborer (GARDENERS,  
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

|                                           |          |       |
|-------------------------------------------|----------|-------|
| (1) New Construction.....                 | \$ 27.14 | 18.66 |
| (2) Establishment Warranty<br>Period..... | \$ 20.83 | 18.66 |

#### FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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## LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active,

large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and

washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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#### WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0073-002 06/30/2014

#### CALAVERAS AND SAN JOAQUIN COUNTIES

|                                        | Rates | Fringes |
|----------------------------------------|-------|---------|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) |       |         |
| Escort Driver, Flag Person..\$         | 27.14 | 19.03   |
| Traffic Control Person I....\$         | 27.44 | 19.03   |
| Traffic Control Person II...\$         | 24.94 | 19.03   |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0073-003 06/30/2014

#### SAN JOAQUIN COUNTY

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| LABORER                 |          |         |
| Mason Tender-Brick..... | \$ 31.11 | 17.34   |
| -----                   |          |         |
| LABO0073-005 06/30/2014 |          |         |

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Tunnel and Shaft Laborers: |          |         |
| GROUP 1.....               | \$ 34.60 | 19.49   |
| GROUP 2.....               | \$ 34.37 | 19.49   |
| GROUP 3.....               | \$ 34.12 | 19.49   |
| GROUP 4.....               | \$ 33.67 | 19.49   |
| GROUP 5.....               | \$ 33.13 | 19.49   |
| Shotcrete Specialist.....  | \$ 35.12 | 19.49   |

#### TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunner & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0166-001 07/01/2006

#### ALAMEDA AND CONTRA COSTA COUNTIES:

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| Brick Tender..... | \$ 25.91 | 14.65   |

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

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LABO0166-002 07/01/2007

#### SAN FRANCISCO AND SAN MATEO COUNTIES:

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| MASON TENDER, BRICK..... | \$ 26.93 | 16.50   |

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

-----  
LABO0261-003 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

|                                        | Rates    | Fringes |
|----------------------------------------|----------|---------|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) |          |         |
| Escort Driver, Flag Person..           | \$ 28.14 | 19.03   |
| Traffic Control Person I....           | \$ 28.44 | 19.03   |
| Traffic Control Person II...           | \$ 25.94 | 19.03   |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0261-005 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Tunnel and Shaft Laborers: |          |         |
| GROUP 1.....               | \$ 34.60 | 19.49   |
| GROUP 2.....               | \$ 34.37 | 19.49   |
| GROUP 3.....               | \$ 34.12 | 19.49   |
| GROUP 4.....               | \$ 33.67 | 19.49   |
| GROUP 5.....               | \$ 33.13 | 19.49   |
| Shotcrete Specialist.....  | \$ 35.12 | 19.49   |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer,

Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0270-003 06/30/2014

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

|                                        | Rates    | Fringes |
|----------------------------------------|----------|---------|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) |          |         |
| Escort Driver, Flag Person             |          |         |
| Area A.....                            | \$ 28.14 | 19.03   |
| Area B.....                            | \$ 27.14 | 19.03   |
| Traffic Control Person I               |          |         |
| Area A.....                            | \$ 28.44 | 19.03   |
| Area B.....                            | \$ 27.44 | 19.03   |
| Traffic Control Person II              |          |         |
| Area A.....                            | \$ 25.94 | 19.03   |
| Area B.....                            | \$ 24.94 | 19.03   |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0270-004 06/30/2014

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Tunnel and Shaft Laborers: |          |         |
| GROUP 1.....               | \$ 34.60 | 19.49   |
| GROUP 2.....               | \$ 34.37 | 19.49   |
| GROUP 3.....               | \$ 34.12 | 19.49   |
| GROUP 4.....               | \$ 33.67 | 19.49   |
| GROUP 5.....               | \$ 33.13 | 19.49   |
| Shotcrete Specialist.....  | \$ 35.12 | 19.49   |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0270-005 07/01/2013

MONTEREY AND SAN BENITO COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| LABORER                 |          |         |
| Mason Tender-Brick..... | \$ 31.70 | 16.53   |

-----  
LABO0294-001 06/30/2014

FRESNO, KINGS AND MADERA COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| LABORER (Brick)         |          |         |
| Mason Tender-Brick..... | \$ 31.11 | 17.34   |

-----  
LABO0294-002 06/30/2014

FRESNO, KINGS, AND MADERA COUNTIES

|                                        | Rates    | Fringes |
|----------------------------------------|----------|---------|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) |          |         |
| Escort Driver, Flag Person..           | \$ 27.14 | 19.03   |
| Traffic Control Person I....           | \$ 27.44 | 19.03   |
| Traffic Control Person II...           | \$ 24.94 | 19.03   |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 06/30/2014

## FRESNO, KINGS, AND MADERA COUNTIES

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Tunnel and Shaft Laborers: |          |         |
| GROUP 1.....               | \$ 34.60 | 19.49   |
| GROUP 2.....               | \$ 34.37 | 19.49   |
| GROUP 3.....               | \$ 34.12 | 19.49   |
| GROUP 4.....               | \$ 33.67 | 19.49   |
| GROUP 5.....               | \$ 33.13 | 19.49   |
| Shotcrete Specialist.....  | \$ 35.12 | 19.49   |

## TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0304-002 06/30/2014

## ALAMEDA COUNTY

|                                        | Rates    | Fringes |
|----------------------------------------|----------|---------|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) |          |         |
| Escort Driver, Flag Person..           | \$ 28.14 | 19.03   |
| Traffic Control Person I....           | \$ 28.44 | 19.03   |
| Traffic Control Person II...           | \$ 25.94 | 19.03   |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.



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LABO0304-003 06/30/2014

ALAMEDA COUNTY

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Tunnel and Shaft Laborers: |          |         |
| GROUP 1.....               | \$ 34.60 | 19.49   |
| GROUP 2.....               | \$ 34.37 | 19.49   |
| GROUP 3.....               | \$ 34.12 | 19.49   |
| GROUP 4.....               | \$ 33.67 | 19.49   |
| GROUP 5.....               | \$ 33.13 | 19.49   |
| Shotcrete Specialist.....  | \$ 35.12 | 19.49   |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete  
nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or  
excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;  
Cherry pickers - where car is lifted; Concrete finisher  
in tunnel; Concrete screedman; Grout pumpman and potman;  
Guniting & shotcrete gunner & potman; Headermen; High  
pressure nozzleman; Miner - tunnel, including top and  
bottom man on shaft and raise work; Nipper; Nozzleman on  
slick line; Sandblaster - potman, Robotic Shotcrete Placer,  
Segment Erector, Tunnel Muck Hauler, Steel Form raiser and  
setter; Timberman, retimberman (wood or steel or substitute  
materials therefore); Tugger (for tunnel laborer work);  
Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -  
muckers, trackmen; Concrete crew - includes rodding and  
spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0324-002 06/30/2014

CONTRA COSTA COUNTY

|                                           | Rates    | Fringes |
|-------------------------------------------|----------|---------|
| LABORER (TRAFFIC CONTROL/LANE<br>CLOSURE) |          |         |
| Escort Driver, Flag Person..              | \$ 28.14 | 19.03   |
| Traffic Control Person I....              | \$ 28.44 | 19.03   |
| Traffic Control Person II....             | \$ 25.94 | 19.03   |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash  
cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of  
temporary/permanent signs, markers, delineators and crash  
cushions.

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LABO0324-006 06/30/2014

CONTRA COSTA COUNTY

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Tunnel and Shaft Laborers: |          |         |
| GROUP 1.....               | \$ 34.60 | 19.49   |
| GROUP 2.....               | \$ 34.37 | 19.49   |
| GROUP 3.....               | \$ 34.12 | 19.49   |
| GROUP 4.....               | \$ 33.67 | 19.49   |
| GROUP 5.....               | \$ 33.13 | 19.49   |
| Shotcrete Specialist.....  | \$ 35.12 | 19.49   |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunner & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO1130-002 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

|                                        | Rates    | Fringes |
|----------------------------------------|----------|---------|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) |          |         |
| Escort Driver, Flag Person..           | \$ 27.14 | 19.03   |
| Traffic Control Person I....           | \$ 27.44 | 19.03   |
| Traffic Control Person II....          | \$ 24.94 | 19.03   |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash

cushions.

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LABO1130-003 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Tunnel and Shaft Laborers: |          |         |
| GROUP 1.....               | \$ 34.60 | 19.49   |
| GROUP 2.....               | \$ 34.37 | 19.49   |
| GROUP 3.....               | \$ 34.12 | 19.49   |
| GROUP 4.....               | \$ 33.67 | 19.49   |
| GROUP 5.....               | \$ 33.13 | 19.49   |
| Shotcrete Specialist.....  | \$ 35.12 | 19.49   |

#### TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete  
nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or  
excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;  
Cherry pickers - where car is lifted; Concrete finisher  
in tunnel; Concrete screedman; Grout pumpman and potman;  
Guniting & shotcrete gunner & potman; Headermen; High  
pressure nozzleman; Miner - tunnel, including top and  
bottom man on shaft and raise work; Nipper; Nozzleman on  
slick line; Sandblaster - potman, Robotic Shotcrete Placer,  
Segment Erector, Tunnel Muck Hauler, Steel Form raiser and  
setter; Timberman, retimberman (wood or steel or substitute  
materials therefore); Tugger (for tunnel laborer work);  
Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -  
muckers, trackmen; Concrete crew - includes rodding and  
spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO1130-005 06/30/2014

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| LABORER                 |          |         |
| Mason Tender-Brick..... | \$ 31.11 | 17.34   |

-----  
LABO1414-004 08/03/2016

SAN FRANCISCO AND SAN MATEO COUNTIES:

|                     | Rates    | Fringes |
|---------------------|----------|---------|
| PLASTER TENDER..... | \$ 34.15 | 19.28   |

Work on a swing stage scaffold: \$1.00 per hour additional.

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LABO1414-007 08/03/2016

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN  
JOAQUIN, STANISLAUS & TUOLUMNE

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| Plasterer tender..... | \$ 34.15 | 19.28   |

Work on a swing stage scaffold: \$1.00 per hour additional.

-----  
LABO1414-008 08/03/2016

ALAMEDA AND CONTRA COSTA COUNTIES:

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| Plasterer tender..... | \$ 34.15 | 19.28   |

Work on a swing stage scaffold: \$1.00 per hour additional.

-----  
LABO1414-010 08/03/2016

SANTA CLARA AND SANTA CRUZ COUNTIES

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| PLASTER TENDER           |          |         |
| 4 Stories and under..... | \$ 32.15 | 19.28   |
| 5 Stories and above..... | \$ 34.15 | 19.28   |

Work on a swing stage scaffold: \$1.00 per hour additional.

-----  
LABO1414-011 08/03/2016

MONTEREY AND SAN BENITO COUNTIES

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| Plasterer tender..... | \$ 34.15 | 19.28   |

Work on a swing stage scaffold: \$1.00 per hour additional.

-----  
PAIN0016-001 01/01/2017

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA  
CLARA, AND SANTA CRUZ COUNTIES

|                | Rates    | Fringes |
|----------------|----------|---------|
| Painters:..... | \$ 38.87 | 22.83   |

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.  
 INDUSTRIAL PAINTING - \$0.25 additional per hour  
 [Work on industrial buildings used for the manufacture and  
 processing of goods for sale or service; steel construction  
 (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:  
 over 50 feet - \$2.00 per hour additional  
 100 to 180 feet - \$4.00 per hour additional  
 Over 180 feet - \$6.00 per hour additional

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 PAIN0016-003 01/01/2017

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA  
 CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN  
 JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Drywall Finisher/Taper |          |         |
| AREA 1.....            | \$ 44.16 | 25.64   |
| AREA 2.....            | \$ 40.03 | 24.29   |

-----  
 PAIN0016-012 01/01/2017

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO,  
 SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 47.39 | 24.64   |

-----  
 PAIN0016-015 01/01/2017

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE  
 COUNTIES

|            | Rates    | Fringes |
|------------|----------|---------|
| PAINTER    |          |         |
| Brush..... | \$ 32.16 | 18.26   |

FOOTNOTES:  
 SPRAY/SANDBLAST: \$0.50 additional per hour.  
 EXOTIC MATERIALS: \$1.00 additional per hour.  
 HIGH TIME: Over 50 ft above ground or water level \$2.00  
 additional per hour. 100 to 180 ft above ground or water  
 level \$4.00 additional per hour. Over 180 ft above ground  
 or water level \$6.00 additional per hour.

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 PAIN0016-022 01/01/2017

SAN FRANCISCO COUNTY

|              | Rates    | Fringes |
|--------------|----------|---------|
| PAINTER..... | \$ 42.49 | 22.83   |

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PAIN0169-001 01/01/2017

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

|              | Rates    | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 34.93 | 24.03   |

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PAIN0169-005 01/01/2017

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 45.13 | 26.79   |

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PAIN0294-004 01/01/2015

FRESNO, KINGS AND MADERA COUNTIES

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| PAINTER                     |          |         |
| Brush, Roller.....          | \$ 25.67 | 15.68   |
| Drywall Finisher/Taper..... | \$ 30.47 | 16.81   |

FOOTNOTE:

Spray Painters & Paperhangers receive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

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PAIN0294-005 01/01/2015

FRESNO, KINGS & MADERA

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 30.83 | 17.39   |

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PAIN0767-001 01/01/2017

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

|              | Rates    | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 34.57 | 25.96   |

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

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PAIN1176-001 07/01/2014

# HIGHWAY IMPROVEMENT

|                                       | Rates    | Fringes |
|---------------------------------------|----------|---------|
| Parking Lot Striping/Highway Marking: |          |         |
| GROUP 1.....                          | \$ 34.26 | 11.65   |
| GROUP 2.....                          | \$ 29.12 | 11.65   |
| GROUP 3.....                          | \$ 29.46 | 11.65   |

## CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

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PAIN1237-003 01/01/2017

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 33.93 | 20.39   |

-----  
PLAS0066-002 07/01/2016

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

|                | Rates    | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 39.52 | 35.37   |

-----  
PLAS0300-001 07/01/2014

|                                                                | Rates    | Fringes |
|----------------------------------------------------------------|----------|---------|
| PLASTERER                                                      |          |         |
| AREA 188: Fresno.....                                          | \$ 29.44 | 22.26   |
| AREA 224: San Benito, Santa Clara, Santa Cruz.....             | \$ 31.59 | 22.26   |
| AREA 295: Calaveras & San Joaquin Counties.....                | \$ 31.41 | 22.26   |
| AREA 337: Monterey County..                                    | \$ 30.52 | 22.26   |
| AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties..... | \$ 31.41 | 22.26   |

-----  
 PLAS0300-005 07/01/2016

|                                    | Rates    | Fringes |
|------------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER.... | \$ 37.74 | 19.37   |

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PLUM0038-001 07/01/2016

SAN FRANCISCO COUNTY

|                                                                 | Rates    | Fringes |
|-----------------------------------------------------------------|----------|---------|
| PLUMBER (Plumber,<br>Steamfitter, Refrigeration<br>Fitter)..... | \$ 68.00 | 45.09   |

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PLUM0038-005 07/01/2016

SAN FRANCISCO COUNTY

|                                                                  | Rates    | Fringes |
|------------------------------------------------------------------|----------|---------|
| Landscape/Irrigation Fitter<br>(Underground/Utility Fitter)..... | \$ 57.80 | 33.46   |

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PLUM0062-001 01/01/2017

MONTEREY AND SANTA CRUZ COUNTIES

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| PLUMBER & STEAMFITTER..... | \$ 41.90 | 29.59   |

-----

PLUM0159-001 07/01/2016

CONTRA COSTA COUNTY

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Plumber and steamfitter |          |         |
| (1) Refrigeration.....  | \$ 55.03 | 34.46   |
| (2) All other work..... | \$ 55.92 | 34.44   |

-----

PLUM0246-001 01/01/2017

FRESNO, KINGS & MADERA COUNTIES

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| PLUMBER & STEAMFITTER..... | \$ 38.40 | 29.39   |

-----

PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNTIES

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| PLUMBER (PIPE TRADESMAN)..... | \$ 13.00 | 10.74   |



## PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diaphering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

-----  
PLUM0342-001 07/01/2016

## ALAMEDA &amp; CONTRA COSTA COUNTIES

|                                     | Rates    | Fringes |
|-------------------------------------|----------|---------|
| PIPEFITTER                          |          |         |
| CONTRA COSTA COUNTY.....            | \$ 56.56 | 40.74   |
| PLUMBER, PIPEFITTER,<br>STEAMFITTER |          |         |
| ALAMEDA COUNTY.....                 | \$ 56.56 | 40.74   |

-----  
PLUM0355-004 07/01/2015

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Underground Utility Worker |          |         |
| /Landscape Fitter.....     | \$ 28.60 | 10.05   |

-----  
PLUM0393-001 07/01/2016

## SAN BENITO AND SANTA CLARA COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 58.91 | 38.58   |

-----  
PLUM0442-001 01/01/2017

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE  
COUNTIES

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| PLUMBER & STEAMFITTER..... | \$ 40.00 | 28.39   |
| -----                      |          |         |
| PLUM0467-001 07/01/2016    |          |         |

SAN MATEO COUNTY

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| Plumber/Pipefitter/Steamfitter... | \$ 60.70 | 33.46   |
| -----                             |          |         |
| ROOF0027-002 01/01/2017           |          |         |

FRESNO, KINGS, AND MADERA COUNTIES

|                                                                                                                                                                                                                                                                                           | Rates    | Fringes |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| ROOFER.....                                                                                                                                                                                                                                                                               | \$ 26.01 | 14.21   |
| <p>FOOTNOTE: Work with pitch, pitch base of pitch impregnated<br/>products or any material containing coal tar pitch, on any<br/>building old or new, where both asphalt and pitchers are<br/>used in the application of a built-up roof or tear off:<br/>\$2.00 per hour additional.</p> |          |         |
| -----                                                                                                                                                                                                                                                                                     |          |         |
| ROOF0040-002 08/01/2015                                                                                                                                                                                                                                                                   |          |         |

SAN FRANCISCO & SAN MATEO COUNTIES:

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| ROOFER.....             | \$ 35.50 | 15.82   |
| -----                   |          |         |
| ROOF0081-001 08/01/2015 |          |         |

ALAMEDA AND CONTRA COSTA COUNTIES:

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Roofer.....             | \$ 36.08 | 14.90   |
| -----                   |          |         |
| ROOF0081-004 08/01/2015 |          |         |

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND  
TUOLUMNE COUNTIES:

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| ROOFER.....             | \$ 32.71 | 14.65   |
| -----                   |          |         |
| ROOF0095-002 08/01/2015 |          |         |

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| ROOFER                     |          |         |
| Journeyman.....            | \$ 37.55 | 15.52   |
| Kettle person (2 kettles); |          |         |
| Bitumastic, Enameler, Coal |          |         |
| Tar, Pitch and Mastic      |          |         |
| worker.....                | \$ 39.55 | 15.52   |

-----  
SFCA0483-001 01/01/2017

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA  
COUNTIES:

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| SPRINKLER FITTER (FIRE)..... | \$ 58.72 | 28.07   |

-----  
SFCA0669-011 04/01/2016

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,  
SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE  
COUNTIES:

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| SPRINKLER FITTER..... | \$ 35.71 | 20.25   |

-----  
SHEE0104-001 01/01/2017

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA  
CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

|                      | Rates    | Fringes |
|----------------------|----------|---------|
| SHEET METAL WORKER   |          |         |
| AREA 1:              |          |         |
| Mechanical Contracts |          |         |
| under \$200,000..... | \$ 48.23 | 36.45   |
| All Other Work.....  | \$ 54.58 | 37.08   |
| AREA 2.....          | \$ 34.96 | 34.21   |
| AREA 3.....          | \$ 38.28 | 33.01   |

-----  
SHEE0104-003 07/01/2016

CALAVERAS AND SAN JOAQUIN COUNTIES:

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| SHEET METAL WORKER..... | \$ 38.12 | 30.50   |

-----  
SHEE0104-005 07/01/2016

## MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

|                                                           | Rates    | Fringes |
|-----------------------------------------------------------|----------|---------|
| SHEET METAL WORKER (Excluding metal deck and siding)..... | \$ 36.88 | 33.30   |
| -----                                                     |          |         |
| SHEE0104-007 07/01/2016                                   |          |         |

## FRESNO, KINGS, AND MADERA COUNTIES:

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| SHEET METAL WORKER..... | \$ 36.15 | 33.70   |
| -----                   |          |         |
| SHEE0104-015 07/01/2016 |          |         |

## ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

|                                                         | Rates    | Fringes |
|---------------------------------------------------------|----------|---------|
| SHEET METAL WORKER (Metal Decking and Siding only)..... | \$ 35.64 | 31.49   |
| -----                                                   |          |         |
| SHEE0104-018 07/01/2016                                 |          |         |

## CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

|                                                         | Rates    | Fringes |
|---------------------------------------------------------|----------|---------|
| Sheet metal worker (Metal decking and siding only)..... | \$ 35.64 | 31.49   |
| -----                                                   |          |         |
| TEAM0094-001 07/01/2016                                 |          |         |

|                | Rates    | Fringes |
|----------------|----------|---------|
| Truck drivers: |          |         |
| GROUP 1.....   | \$ 29.63 | 26.66   |
| GROUP 2.....   | \$ 29.93 | 26.66   |
| GROUP 3.....   | \$ 30.23 | 26.66   |
| GROUP 4.....   | \$ 30.58 | 26.66   |
| GROUP 5.....   | \$ 30.93 | 26.66   |

## FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.  
 Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

## TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



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

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

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

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

**NON-COLLUSION PROVISION.**—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

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

Schedule B—Information for Determining Joint Venture Eligibility

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

1. Name of joint venture \_\_\_\_\_

2. Address of joint venture \_\_\_\_\_

3. Phone number of joint venture \_\_\_\_\_

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

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

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

5. Nature of the joint venture's business \_\_\_\_\_

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of DBE ownership? \_\_\_\_

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

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

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

a. Financial decisions \_\_\_\_\_

b. Management decisions, such as:

1. Estimating \_\_\_\_\_

2. Marketing and sales \_\_\_\_\_

3. Hiring and firing of management personnel \_\_\_\_\_

4. Purchasing of major items or supplies \_\_\_\_\_

c. Supervision of field operations \_\_\_\_\_

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

#### Affidavit

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

|              |              |
|--------------|--------------|
| .....        | .....        |
| Name of Firm | Name of Firm |
| .....        | .....        |
| Signature    | Signature    |
| .....        | .....        |
| Name         | Name         |
| .....        | .....        |
| Title        | Title        |
| .....        | .....        |
| Date         | Date         |

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

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

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

[Seal]

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

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

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

[Seal]

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

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

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

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

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

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

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

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.



d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the

contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\*\*\*\*\*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

Use of United States –flag vessels:

The contractor agrees –

(1) To utilize privately owned United State-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

### Female and Minority Goals

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000.

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

| Minority Utilization Goals |                                                                                                        | Goal<br>(Percent) |
|----------------------------|--------------------------------------------------------------------------------------------------------|-------------------|
| Economic Area              |                                                                                                        |                   |
| 174                        | Redding CA:<br>Non-SMSA Counties:<br>CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama | 6.8               |
| 175                        | Eureka, CA<br>Non-SMSA Counties:<br>CA Del Norte; CA Humboldt; CA Trinity                              | 6.6               |
| 176                        | San Francisco-Oakland-San Jose, CA:                                                                    |                   |
|                            | SMSA Counties:                                                                                         |                   |
|                            | 7120 Salinas-Seaside-Monterey, CA                                                                      | 28.9              |
|                            | CA Monterey                                                                                            |                   |
|                            | 7360 San Francisco-Oakland                                                                             | 25.6              |
|                            | CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo                                  |                   |
|                            | 7400 San Jose, CA                                                                                      |                   |
|                            | CA Santa Clara, CA                                                                                     | 19.6              |
|                            | 7485 Santa Cruz, CA                                                                                    |                   |
|                            | CA Santa Cruz                                                                                          | 14.9              |
| 177                        | 7500 Santa Rosa                                                                                        |                   |
|                            | CA Sonoma                                                                                              | 9.1               |
|                            | 8720 Vallejo-Fairfield-Napa, CA                                                                        |                   |
|                            | CA Napa; CA Solano                                                                                     | 17.1              |
|                            | Non-SMSA Counties:                                                                                     |                   |
|                            | CA Lake; CA Mendocino; CA San Benito                                                                   | 23.2              |
|                            |                                                                                                        |                   |
| 178                        | Sacramento, CA:                                                                                        |                   |
|                            | SMSA Counties:                                                                                         |                   |
|                            | 6920 Sacramento, CA                                                                                    | 16.1              |
|                            | CA Placer; CA Sacramento; CA Yolo                                                                      |                   |
| 179                        | Non-SMSA Counties                                                                                      | 14.3              |
|                            | CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba                  |                   |
|                            | Stockton-Modesto, CA:                                                                                  |                   |
|                            | SMSA Counties:                                                                                         |                   |
|                            | 5170 Modesto, CA                                                                                       | 12.3              |
|                            | CA Stanislaus                                                                                          |                   |
|                            | 8120 Stockton, CA                                                                                      | 24.3              |
| 180                        | CA San Joaquin                                                                                         |                   |
|                            | Non-SMSA Counties                                                                                      | 19.8              |
|                            | CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne                                |                   |
|                            | Fresno-Bakersfield, CA                                                                                 |                   |
|                            | SMSA Counties:                                                                                         |                   |
| 181                        | 0680 Bakersfield, CA                                                                                   | 19.1              |
|                            | CA Kern                                                                                                |                   |
|                            | 2840 Fresno, CA                                                                                        | 26.1              |
|                            | CA Fresno                                                                                              |                   |
| 182                        | Non-SMSA Counties:                                                                                     | 23.6              |
|                            |                                                                                                        |                   |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                          |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
|     | CA Kings; CA Madera; CA Tulare                                                                                                                                                                                                                                                                                                                                                                                     |                                                                          |
| 180 | Los Angeles, CA:<br>SMSA Counties:<br>0360 Anaheim-Santa Ana-Garden Grove, CA<br>CA Orange<br>4480 Los Angeles-Long Beach, CA<br>CA Los Angeles<br>6000 Oxnard-Simi Valley-Ventura, CA<br>CA Ventura<br>6780 Riverside-San Bernardino-Ontario, CA<br>CA Riverside; CA San Bernardino<br>7480 Santa Barbara-Santa Maria-Lompoc, CA<br>CA Santa Barbara<br>Non-SMSA Counties<br>CA Inyo; CA Mono; CA San Luis Obispo | 11.9<br><br><br><br>28.3<br><br>21.5<br><br>19.0<br><br>19.7<br><br>24.6 |
| 181 | San Diego, CA:<br>SMSA Counties<br>7320 San Diego, CA<br>CA San Diego<br>Non-SMSA Counties<br>CA Imperial                                                                                                                                                                                                                                                                                                          | 16.9<br><br><br>18.2                                                     |

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

### **Training**

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of \_\_\_\_\_:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County of \_\_\_\_\_'s approval for this submitted information before you start work. The City/County of \_\_\_\_\_ credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:



1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of \_\_\_\_\_ and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - 1.1. Meet the your equal employment opportunity responsibilities
  - 1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of \_\_\_\_\_ reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:
  - 2.1. Contribute to the cost of the training
  - 2.2. Provide the instruction to the apprentice or trainee
  - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting your performance under this section.

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**EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)****PART I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

| <b>Firm Name/<br/>Address/<br/>City, State, ZIP</b> | <b>Phone/<br/>Fax</b> | <b>Annual Gross<br/>Receipts</b>        | <b>Description of Portion of Work to be Performed</b> | <b>Local Agency Use<br/>Only<br/>(Certified DBE?)</b> |
|-----------------------------------------------------|-----------------------|-----------------------------------------|-------------------------------------------------------|-------------------------------------------------------|
| <i>Name</i>                                         | <i>Phone</i>          | <input type="checkbox"/> < \$1 million  |                                                       | <input type="checkbox"/> YES                          |
|                                                     |                       | <input type="checkbox"/> < \$5 million  |                                                       | <input type="checkbox"/> NO                           |
| <i>Address</i>                                      |                       | <input type="checkbox"/> < \$10 million |                                                       | <i>If YES list DBE #:</i>                             |
|                                                     | <i>Fax</i>            | <input type="checkbox"/> < \$15 million |                                                       |                                                       |
| <i>City State ZIP</i>                               |                       | <input type="checkbox"/> > \$15 million |                                                       | Age of Firm (Yrs.)                                    |
| <i>Name</i>                                         | <i>Phone</i>          | <input type="checkbox"/> < \$1 million  |                                                       | <input type="checkbox"/> YES                          |
|                                                     |                       | <input type="checkbox"/> < \$5 million  |                                                       | <input type="checkbox"/> NO                           |
| <i>Address</i>                                      |                       | <input type="checkbox"/> < \$10 million |                                                       | <i>If YES list DBE #:</i>                             |
|                                                     | <i>Fax</i>            | <input type="checkbox"/> < \$15 million |                                                       |                                                       |
| <i>City State ZIP</i>                               |                       | <input type="checkbox"/> > \$15 million |                                                       | Age of Firm (Yrs.)                                    |
| <i>Name</i>                                         | <i>Phone</i>          | <input type="checkbox"/> < \$1 million  |                                                       | <input type="checkbox"/> YES                          |
|                                                     |                       | <input type="checkbox"/> < \$5 million  |                                                       | <input type="checkbox"/> NO                           |
| <i>Address</i>                                      |                       | <input type="checkbox"/> < \$10 million |                                                       | <i>If YES list DBE #:</i>                             |
|                                                     | <i>Fax</i>            | <input type="checkbox"/> < \$15 million |                                                       |                                                       |
| <i>City State ZIP</i>                               |                       | <input type="checkbox"/> > \$15 million |                                                       | Age of Firm (Yrs.)                                    |
| <i>Name</i>                                         | <i>Phone</i>          | <input type="checkbox"/> < \$1 million  |                                                       | <input type="checkbox"/> YES                          |
|                                                     |                       | <input type="checkbox"/> < \$5 million  |                                                       | <input type="checkbox"/> NO                           |
| <i>Address</i>                                      |                       | <input type="checkbox"/> < \$10 million |                                                       | <i>If YES list DBE #:</i>                             |
|                                                     | <i>Fax</i>            | <input type="checkbox"/> < \$15 million |                                                       |                                                       |
| <i>City State ZIP</i>                               |                       | <input type="checkbox"/> > \$15 million |                                                       | Age of Firm (Yrs.)                                    |

**Distribution:** 1) Original - Local Agency File

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## EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

## PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

| Firm Name/<br>Address/<br>City, State, ZIP | Phone/<br>Fax | Annual Gross Receipts                   | Description of Portion of Work to be Performed | Local Agency Use Only<br>(Certified DBE?) |
|--------------------------------------------|---------------|-----------------------------------------|------------------------------------------------|-------------------------------------------|
| Name                                       | Phone/<br>Fax | <input type="checkbox"/> < \$1 million  |                                                | <input type="checkbox"/> YES              |
| Address                                    |               | <input type="checkbox"/> < \$5 million  |                                                | <input type="checkbox"/> NO               |
|                                            |               | <input type="checkbox"/> < \$10 million |                                                | If YES list DBE #:                        |
|                                            |               | <input type="checkbox"/> < \$15 million |                                                |                                           |
|                                            |               | <input type="checkbox"/> > \$15 million |                                                | Age of Firm (Yrs.)                        |
| City State ZIP                             |               |                                         |                                                |                                           |
| Name                                       | Phone/<br>Fax | <input type="checkbox"/> < \$1 million  |                                                | <input type="checkbox"/> YES              |
| Address                                    |               | <input type="checkbox"/> < \$5 million  |                                                | <input type="checkbox"/> NO               |
|                                            |               | <input type="checkbox"/> < \$10 million |                                                | If YES list DBE #:                        |
|                                            |               | <input type="checkbox"/> < \$15 million |                                                |                                           |
|                                            |               | <input type="checkbox"/> > \$15 million |                                                | Age of Firm (Yrs.)                        |
| City State ZIP                             |               |                                         |                                                |                                           |
| Name                                       | Phone/<br>Fax | <input type="checkbox"/> < \$1 million  |                                                | <input type="checkbox"/> YES              |
| Address                                    |               | <input type="checkbox"/> < \$5 million  |                                                | <input type="checkbox"/> NO               |
|                                            |               | <input type="checkbox"/> < \$10 million |                                                | If YES list DBE #:                        |
|                                            |               | <input type="checkbox"/> < \$15 million |                                                |                                           |
|                                            |               | <input type="checkbox"/> > \$15 million |                                                | Age of Firm (Yrs.)                        |
| City State ZIP                             |               |                                         |                                                |                                           |
| Name                                       | Phone/<br>Fax | <input type="checkbox"/> < \$1 million  |                                                | <input type="checkbox"/> YES              |
| Address                                    |               | <input type="checkbox"/> < \$5 million  |                                                | <input type="checkbox"/> NO               |
|                                            |               | <input type="checkbox"/> < \$10 million |                                                | If YES list DBE #:                        |
|                                            |               | <input type="checkbox"/> < \$15 million |                                                |                                           |
|                                            |               | <input type="checkbox"/> > \$15 million |                                                | Age of Firm (Yrs.)                        |
| City State ZIP                             |               |                                         |                                                |                                           |

**Distribution:** 1) Original – Local Agency File

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## Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

**EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS**

| 1. Local Agency Contract Number                  |                                                        | 2. Federal-Aid Project Number         |                              | 3. Local Agency       |     | 4. Contract Completion Date |                           |
|--------------------------------------------------|--------------------------------------------------------|---------------------------------------|------------------------------|-----------------------|-----|-----------------------------|---------------------------|
| 5. Contractor/Consultant                         |                                                        |                                       | 6. Business Address          |                       |     | 7. Final Contract Amount    |                           |
| 8. Contract Item Number                          | 9. Description of Work, Service, or Materials Supplied | 10. Company Name and Business Address | 11. DBE Certification Number | 12. Contract Payments |     | 13. Date Work Completed     | 14. Date of Final Payment |
|                                                  |                                                        |                                       |                              | Non-DBE               | DBE |                             |                           |
|                                                  |                                                        |                                       |                              |                       |     |                             |                           |
|                                                  |                                                        |                                       |                              |                       |     |                             |                           |
|                                                  |                                                        |                                       |                              |                       |     |                             |                           |
|                                                  |                                                        |                                       |                              |                       |     |                             |                           |
|                                                  |                                                        |                                       |                              |                       |     |                             |                           |
|                                                  |                                                        |                                       |                              |                       |     |                             |                           |
|                                                  |                                                        |                                       |                              |                       |     |                             |                           |
|                                                  |                                                        |                                       |                              |                       |     |                             |                           |
|                                                  |                                                        |                                       |                              |                       |     |                             |                           |
|                                                  |                                                        |                                       |                              |                       |     |                             |                           |
|                                                  |                                                        |                                       |                              |                       |     |                             |                           |
| 15. ORIGINAL DBE COMMITMENT AMOUNT      \$ _____ |                                                        |                                       |                              | 16. TOTAL             |     |                             |                           |

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

**I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

|                                                                                                        |                                                 |           |          |
|--------------------------------------------------------------------------------------------------------|-------------------------------------------------|-----------|----------|
| 17. Contractor/Consultant Representative's Signature                                                   | 18. Contractor/Consultant Representative's Name | 19. Phone | 20. Date |
| <b>I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED</b> |                                                 |           |          |
| 21. Local Agency Representative's Signature                                                            | 22. Local Agency Representative's Name          | 23. Phone | 24. Date |

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

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

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**INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.



[illegible]

|                                                                                                 |                                                 |           |          |
|-------------------------------------------------------------------------------------------------|-------------------------------------------------|-----------|----------|
| I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT                                    |                                                 |           |          |
| 14. Contractor/Consultant Representative's Signature                                            | 15. Contractor/Consultant Representative's Name | 16. Phone | 17. Date |
| I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED |                                                 |           |          |
| 18. Local Agency Representative's Signature                                                     | 19. Local Agency Representative's Name          | 20. Phone | 21. Date |

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

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)  
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBE) or the date of the Certification Certificate mailed out by OBE.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.

## MONTHLY DBE TRUCKING VERIFICATION

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION

**MONTHLY DBE TRUCKING VERIFICATION**

CP-CEM-2404(F) (NEW 12/99)

| CONTRACT NO.                                                                                                   |                  |                             | MONTH            |                                  |                                  |              | YEAR                                                                 |  |
|----------------------------------------------------------------------------------------------------------------|------------------|-----------------------------|------------------|----------------------------------|----------------------------------|--------------|----------------------------------------------------------------------|--|
| Truck Owner                                                                                                    | DBE<br>Cert. No. | Company<br>Name and Address | Truck No.        | California Hwy.<br>Patrol CA No. | Commission<br>Or<br>Amount Paid* | Date<br>Paid | Lease<br>Arrangement<br>(✓ if applicable)                            |  |
|                                                                                                                |                  |                             |                  |                                  | \$                               |              | Lease Agreement<br>with Non-DBE<br>with DBE <input type="checkbox"/> |  |
|                                                                                                                |                  |                             |                  |                                  | \$                               |              | Lease Agreement<br>with Non-DBE<br>with DBE <input type="checkbox"/> |  |
|                                                                                                                |                  |                             |                  |                                  | \$                               |              | Lease Agreement<br>with Non-DBE<br>with DBE <input type="checkbox"/> |  |
|                                                                                                                |                  |                             |                  |                                  | \$                               |              | Lease Agreement<br>with Non-DBE<br>with DBE <input type="checkbox"/> |  |
|                                                                                                                |                  |                             |                  |                                  | \$                               |              | Lease Agreement<br>with Non-DBE<br>with DBE <input type="checkbox"/> |  |
|                                                                                                                |                  |                             |                  |                                  | \$                               |              | Lease Agreement<br>with Non-DBE<br>with DBE <input type="checkbox"/> |  |
|                                                                                                                |                  |                             |                  |                                  | \$                               |              | Lease Agreement<br>with Non-DBE<br>with DBE <input type="checkbox"/> |  |
| TOTAL AMOUNT PAID                                                                                              |                  |                             |                  |                                  | \$                               |              |                                                                      |  |
| PRIME CONTRACTOR                                                                                               |                  |                             | BUSINESS ADDRESS |                                  |                                  |              | BUSINESS PHONE NO.                                                   |  |
| <i>* Upon request all Lease Agreements shall be made available, in accordance with the Special Provisions.</i> |                  |                             |                  |                                  |                                  |              |                                                                      |  |
| <b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>                                            |                  |                             |                  |                                  |                                  |              |                                                                      |  |
| CONTRACTOR REPRESENTATIVE'S SIGNATURE                                                                          |                  |                             | TITLE            |                                  |                                  |              | DATE                                                                 |  |

CEM-2404F (NEW 12/99)

COPY DISTRIBUTION: ORIGINAL - RESIDENT ENGINEER

Form CP-CEM 2404 (F)(NEW 12/99)  
MONTHLY DBE TRUCKING VERIFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15<sup>th</sup> of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of nonDBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:

- 1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
- 2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
- 3.) The fee or commission paid to nonDBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.

|                  |                 |                                                       |
|------------------|-----------------|-------------------------------------------------------|
| REQUEST NUMBER   |                 |                                                       |
| CONTRACTOR NAME  | COUNTY          | ROUTE                                                 |
| BUSINESS ADDRESS | CONTRACT NUMBER |                                                       |
| CITY AND STATE   | ZIP CODE        | FEDERAL-AID PROJECT NUMBER. (from special provisions) |

| SUBCONTRACTORS<br>(Name, Business Address, Phone) | BID ITEM<br>NUMBER(S) | PERCENTAGE<br>OF BID ITEM<br>SUBCONTRACTED | CHECK IF:<br>(See Categories Below) |   |   | DESCRIBE WORK<br>WHEN LESS THAN 100%<br>OF WORK IS SUBCONTRACTED | DOLLAR AMOUNT<br>BASED ON<br>BID AMOUNT |
|---------------------------------------------------|-----------------------|--------------------------------------------|-------------------------------------|---|---|------------------------------------------------------------------|-----------------------------------------|
|                                                   |                       |                                            | 1                                   | 2 | 3 |                                                                  |                                         |
|                                                   |                       |                                            |                                     |   |   |                                                                  |                                         |
|                                                   |                       |                                            |                                     |   |   |                                                                  |                                         |
|                                                   |                       |                                            |                                     |   |   |                                                                  |                                         |
|                                                   |                       |                                            |                                     |   |   |                                                                  |                                         |
|                                                   |                       |                                            |                                     |   |   |                                                                  |                                         |
|                                                   |                       |                                            |                                     |   |   |                                                                  |                                         |
|                                                   |                       |                                            |                                     |   |   |                                                                  |                                         |
|                                                   |                       |                                            |                                     |   |   |                                                                  |                                         |
|                                                   |                       |                                            |                                     |   |   |                                                                  |                                         |

|             |             |                                   |                           |
|-------------|-------------|-----------------------------------|---------------------------|
| Categories: | 1 Specialty | 2 Listed Under Fair Practices Act | 3 Certified DBE/UDBE/DVBE |
|-------------|-------------|-----------------------------------|---------------------------|

I certify that:

- The *Standard Specifications* for labor set forth in the contract apply to the subcontracted work.
- If applicable, (federal-aid projects only) Section 14 (federal requirements) of the special provisions has been inserted in the subcontracts and will be incorporated in any lower-tier subcontract. Written contracts have been executed for the subcontracted work noted above.

|                        |      |
|------------------------|------|
| CONTRACTOR'S SIGNATURE | DATE |
|------------------------|------|

This section is to be completed by the resident engineer.

|                                                                                      |    |  |
|--------------------------------------------------------------------------------------|----|--|
| 1. Total of bid items                                                                | \$ |  |
| 2. Specialty items previously approved (if applicable, see Note in the instructions) | \$ |  |
| 3. Specialty items this request (if applicable, see Note in the instructions)        | \$ |  |
| 4. Total (lines 2 + 3)                                                               | \$ |  |
| 5. Contractor must perform with own forces (lines 1 minus 4) x %                     | \$ |  |
| 6. Bid items previously subcontracted                                                | \$ |  |
| 7. Bid items subcontracted (this request)                                            | \$ |  |
| 8. Total (lines 6 + 7)                                                               | \$ |  |
| 9. Balance of work contractor to perform (line 1 minus 8)                            | \$ |  |

|                               |      |
|-------------------------------|------|
| APPROVED                      |      |
| RESIDENT ENGINEER'S SIGNATURE | DATE |

|                    |                       |                          |                                     |                                                                         |
|--------------------|-----------------------|--------------------------|-------------------------------------|-------------------------------------------------------------------------|
| COPY DISTRIBUTION: | Original - Contractor | Copy - Resident Engineer | Copy - District Construction Office | Copy - OBEO - smallbusinessadvocate@dot.ca.gov or FAX to (916) 324-1949 |
|--------------------|-----------------------|--------------------------|-------------------------------------|-------------------------------------------------------------------------|

## SUBCONTRACTING REQUEST

CEM-1201 (REV. 5/2012)

Page 2 of 2

### INSTRUCTIONS

***All first-tier subcontractors must be included on a subcontracting request.***

Before subcontracting work starts, the contractor will submit an original CEM-1201 according to the *Standard Specifications*. After approval, the RE returns the original to the contractor and complete the remaining distribution as listed on the bottom of the form.

When an entire item is subcontracted, show the contractor's bid price.

When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

In August 2008, the *Standard Specifications* were amended to eliminate specialty items. Enter Zeros or applicable amounts for specialty items should be entered in lines 2 and 3 of this form, depending on whether the contract includes the amendment.

**THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF SUBCONTRACTORS AND UDBE, DVBE OR SMALL BUSINESS ENTITIE**

# **Project Details**

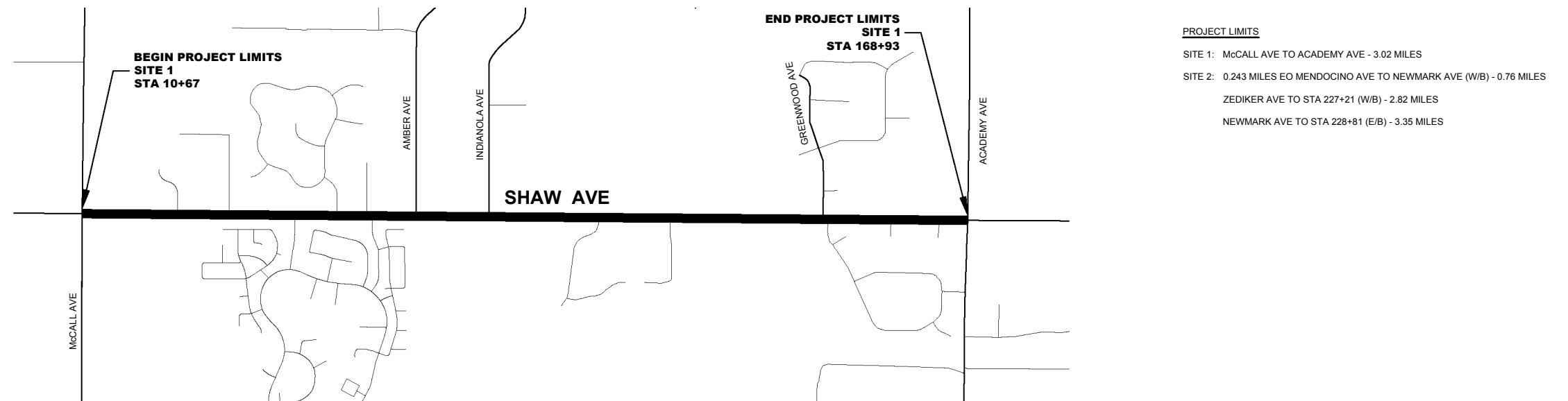
# CONSTRUCTION DETAILS

## FEDERAL ASPHALT CONCRETE OVERLAYS AND SHOULDER WIDENING VARIOUS LOCATIONS IN FRESNO COUNTY FEDERAL PROJECT NO. STPL 5942 (277)



### INDEX OF SHEETS

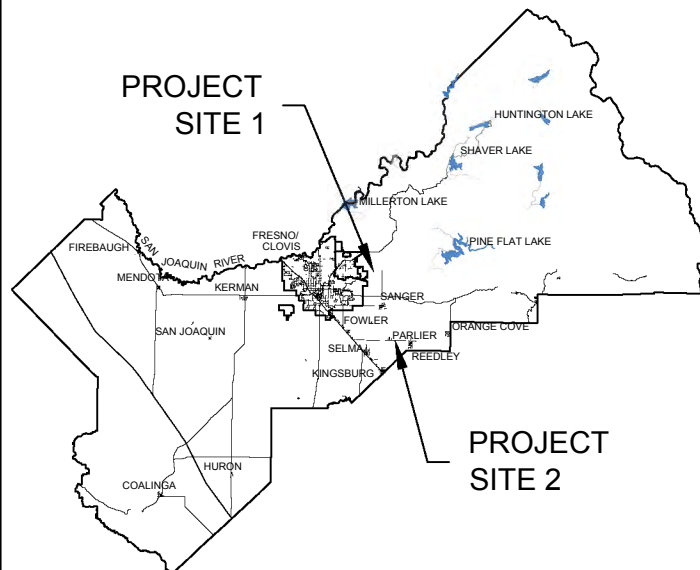
|                              |                                                    |
|------------------------------|----------------------------------------------------|
| <b>GENERAL:</b>              |                                                    |
| 1                            | TITLE PAGE                                         |
| <b>DETAILS:</b>              |                                                    |
| 2                            | TYPICAL SECTIONS                                   |
| 3                            | DETAILS                                            |
| <b>PLANS:</b>                |                                                    |
| 4 - 14                       | SHAW AVENUE - McCALL AVE TO ACADEMY AVE            |
| 15 - 28                      | MANNING AVE - 0.243 EO MENDOCINO AVE TO STA 228+81 |
| <b>SIGNING AND STRIPING:</b> |                                                    |
| 29                           | TEMPORARY WORK ZONE SIGNING                        |



### PROJECT LIMITS

|         |                                                                |
|---------|----------------------------------------------------------------|
| SITE 1: | McCALL AVE TO ACADEMY AVE - 3.02 MILES                         |
| SITE 2: | 0.243 MILES EO MENDOCINO AVE TO NEWMARK AVE (W/B) - 0.76 MILES |
|         | ZEDIKER AVE TO STA 227+21 (W/B) - 2.82 MILES                   |
|         | NEWMARK AVE TO STA 228+81 (E/B) - 3.35 MILES                   |

PROJECT  
SITE 1



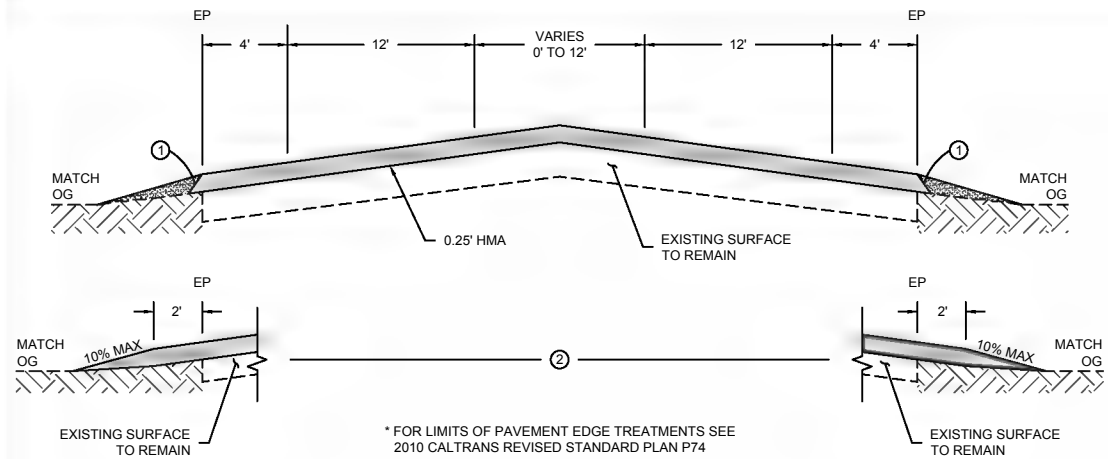
PROJECT  
SITE 2



NOT TO SCALE

DEPARTMENT OF PUBLIC WORKS AND PLANNING



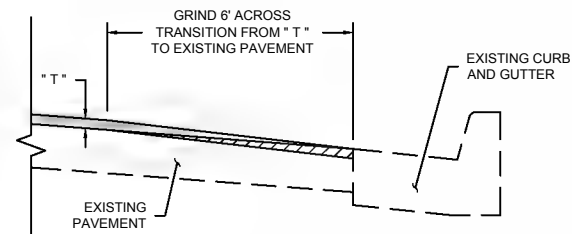


**SHAW AVENUE - TYPICAL SECTION**  
McCALL AVE TO ACADEMY AVE - 3.02 MILES

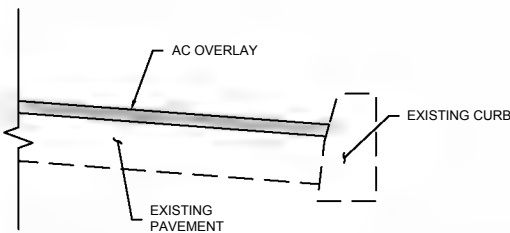
- KEY NOTES:
1. TAPERED EDGE AND SHOULDER BACKING PER DETAILS ON SHEET 4 AS APPLICABLE
  2. EXTEND WIDTH OF OVERLAY AN ADDITIONAL 2 FEET AT FULL THICKNESS THEN FEATHER TO MATCH AT EACH CONNECTION TO A PRIVATE ROAD, PRIVATE DRIVEWAY, MINOR INTERSECTION, OR FRONTAGE PAVEMENT
  3. SHOULDER BACKING SHOULD FOLLOW EXISTING SLOPE OF PAVED SHOULDER FOR 2' ON MANNING AVE AND 4' ON SHAW AVE
  4. SLOPE TO BE 4:1 OR FLATTER AT AREAS OF SHOULDER WIDENING GREATER THAN 2'
  5. WIDEN SHOULDER TO 8' UNLESS SPECIFIED ON PLANS, SHOULDER WIDENING VARIES 2' TO 4' WITH A STRUCTURAL SECTION OF 0.20' HMA OVER 0.50' AB CLASS 2

## LEGEND

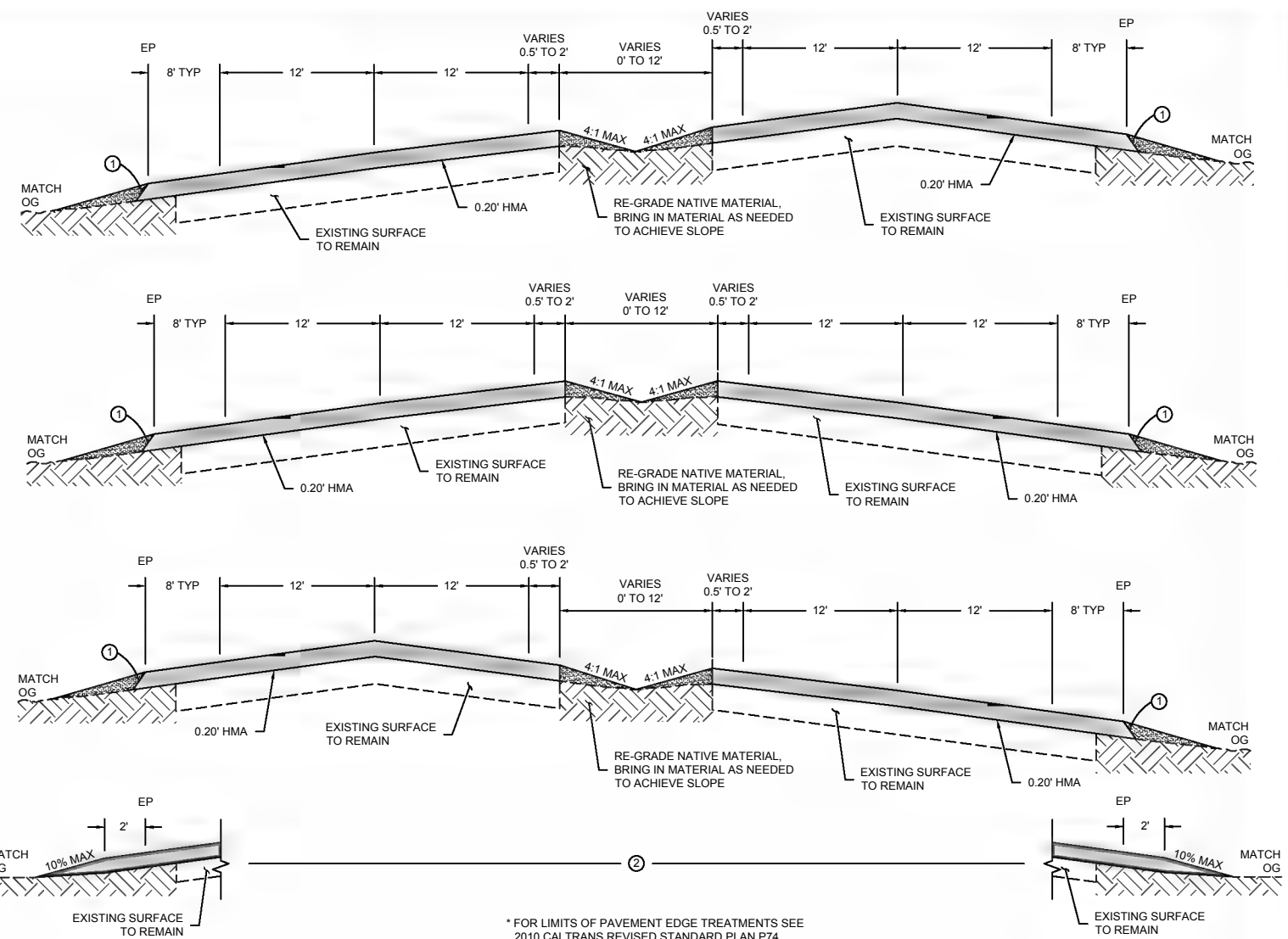
|      |                                                  |
|------|--------------------------------------------------|
| AB   | AGGREGATE BASE                                   |
| AC   | ASPHALT CONCRETE                                 |
| EP   | EDGE OF PAVEMENT                                 |
| HMA  | HOT MIX ASPHALT                                  |
| HP   | HINGE POINT                                      |
| JPCP | JOINTED PLAIN CONCRETE PAVEMENT                  |
| NS   | NATIVE SOIL                                      |
| OG   | ORIGINAL GROUND                                  |
| R&R  | REMOVE AND REPLACE                               |
| R/W  | RIGHT OF WAY                                     |
| TE   | TAPERED EDGE                                     |
|      | STATE STANDARD PLAN NO.                          |
|      | STATE STANDARD DETAIL NO.                        |
|      | DRAWING DETAIL NO.                               |
|      | DRAWING SHEET NO.                                |
|      | LAYOUT / DESIGN LINE                             |
|      | RADIUS                                           |
| "R"  | DENOTES RADIUS IN FEET                           |
|      | AC OVERLAY                                       |
|      | AGGREGATE BASE, CLASS 2                          |
|      | SHOULDER BACKING                                 |
|      | COLD PLANE / GRIND & OVERLAY PER DETAIL          |
|      | INSTALL CONCRETE PAVEMENT PER DETAIL 1 (SHEET 3) |
|      | NATIVE SOIL, COMPACT AS NOTED                    |
|      | EXISTING NATIVE SOIL                             |



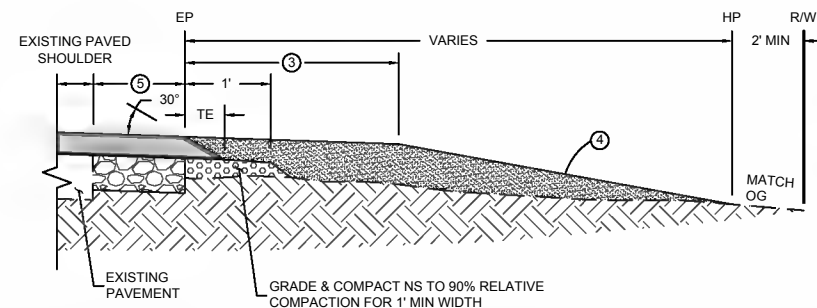
**GRINDING ALONG EXISTING  
CONCRETE GUTTER LIP**



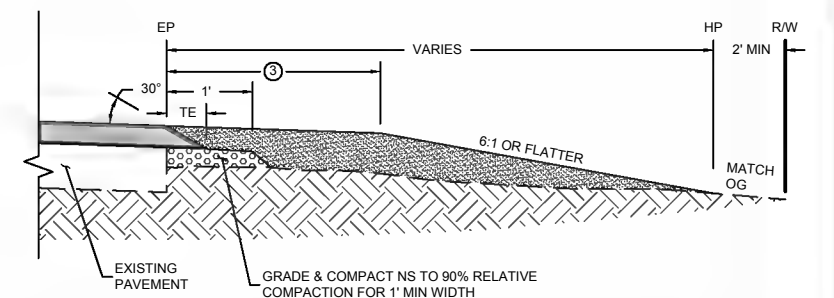
**OVERLAYING NEXT TO EXISTING  
CONCRETE CURB**



**MANNING AVENUE - TYPICAL SECTIONS**  
ZEDIKER AVE TO STA 228+82 - 2.85 MILES

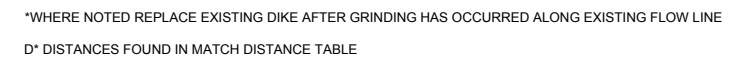
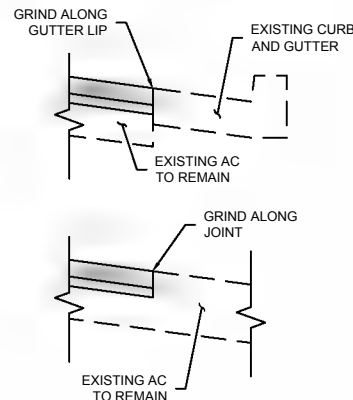


**SAFETY EDGE AND SHOULDER BACKING DETAIL  
FOR OUTSIDE SHOULDER, WITH WIDENING**



**SAFETY EDGE AND SHOULDER BACKING DETAIL  
FOR OUTSIDE SHOULDER, NO WIDENING**

|                              |             |                   |              |                                                                         |                                         |
|------------------------------|-------------|-------------------|--------------|-------------------------------------------------------------------------|-----------------------------------------|
| DESIGNED: S. BAINS / G. BATH | DATE: 09/16 | RECORD DRAWING    | SCALE        | PROJECT                                                                 | DEPARTMENT OF PUBLIC WORKS AND PLANNING |
| DRAWN: I. MARTINEZ           | DATE: 09/16 | RESIDENT ENGINEER | NOT TO SCALE | FEDERAL ASPHALT CONCRETE OVERLAYS<br>VARIOUS LOCATIONS IN FRESNO COUNTY | TYPICAL SECTIONS                        |
| CHECKED: J. GARCIA           | DATE: 09/16 |                   |              |                                                                         | DRAWING NO. N/A SHEET NO. 2 TOTAL 29    |



**4** COLD PLANING MATCH DISTANCE  
**3**

| MATCH DISTANCE TABLE            |       |
|---------------------------------|-------|
| TRAVEL LANE CAP THICKNESS " T " | D*    |
| 0.08'                           | 20'   |
| 0.10'                           | 25'   |
| 0.12'                           | 30'   |
| 0.15'                           | 37.5' |
| 0.20'                           | 50'   |
| 0.25                            | 62.5' |



|                                                                                                                        |       |                   |  |       |              |  |                                                                         |  |                                                                                       |                                         |  |  |
|------------------------------------------------------------------------------------------------------------------------|-------|-------------------|--|-------|--------------|--|-------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------|-----------------------------------------|--|--|
|                                                                                                                        | DATE  | RECORD DRAWING    |  | SCALE |              |  | PROJECT                                                                 |  |  | DEPARTMENT OF PUBLIC WORKS AND PLANNING |  |  |
| DESIGNED: S. BAINS / G. BATH                                                                                           | 09/16 | RESIDENT ENGINEER |  | DATE  | NOT TO SCALE |  | FEDERAL ASPHALT CONCRETE OVERLAYS<br>VARIOUS LOCATIONS IN FRESNO COUNTY |  |                                                                                       | DETAILS                                 |  |  |
| DRAWN: I. MARTINEZ                                                                                                     | 09/16 |                   |  |       |              |  |                                                                         |  |                                                                                       |                                         |  |  |
| CHECKED: J. GARCIA                                                                                                     | 09/16 |                   |  |       |              |  |                                                                         |  |                                                                                       |                                         |  |  |
| FOR RIGHT OF WAY DATA AND ACCURATE ACCESS DETERMINATION, SEE DOCUMENTS IN THE DEPARTMENT OF PUBLIC WORKS AND PLANNING. |       |                   |  |       |              |  |                                                                         |  | DRAWING NO. N/A SHEET NO. 3 TOTAL 29                                                  |                                         |  |  |