

SPECIFICATIONS

EL PORVENIR COMMUNITY ROAD IMPROVEMENTS

EL PORVENIR (THREE ROCKS), CA

BUDGET / ACCOUNT: 4510 / 7370



Department of Public Works and Planning

Contract Number 25-02-C

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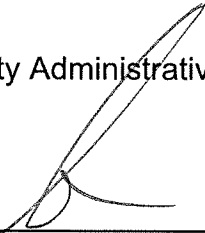
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PLANS

COUNTY ADOPTION AND ACKNOWLEDGEMENT
PROJECT: EI PORVENIR COMMUNITY ROAD IMPROVEMENTS
CONTRACT NUMBER: 25-02-C

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

Paul Nerland, County Administrative Officer



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



Date

Date Signed: 4/28/25



Supervising Engineer: _____



Sebastian Artal, PE 76724

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

NOTICE TO BIDDERS

Contract Name: **EL PORVENIR COMMUNITY
ROAD IMPROVEMENTS**

Location: **EL PORVENIR (THREE ROCKS), CA**

Contract Number: **25-02-C**

Bid Opening Date & Time: Thursday, May 29, 2025
2:00 P.M. (1400 hours and 00 seconds)

Sealed Proposals / Bids Received at EITHER (choose ONE):
<https://www.bidexpress.com/businesses/36473/home>
or
Department of Public Works and Planning
Office of the Design Engineer
2220 Tulare St., 7th Floor
Fresno, CA 93721

The work to be done consists, in general, of reconstructing 0.5 miles of road and the installation and construction of ADA compliant curb ramps, sidewalk, curbs, gutters, and storm drains in the unincorporated community of El Porvenir, also referred to as "Three Rocks, CA," located approximately 47 miles southwest of Fresno, CA.

Pre-bid Conference: None

Planholders Website: "Contractor Bidding Opportunities"
<http://www.fresnocountyca.gov/planholders>

Requests for Clarification (RFC) Deadline & Form:
<http://www.fresnocountyca.gov/Departments/Public-Works-and-Planning/Construction-Bidding-Opportunities/25-02-C-El-Porvenir-Community-Road-Improvements/Request-for-Clarification-Form>
no later than 2:00 p.m. on the seventh (7th) calendar day before bid opening

Bid Submission Questions: DesignServices@fresnocountyca.gov
(559) 353-4919 or (559) 600-4543

Request to be Added to Planholders Form: <https://www.fresnocountyca.gov/Departments/Public-Works-and-Planning/Construction-Bidding-Opportunities/Request-to-Be-Added-to-the-Planholders-List-Form>

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

Working Days (Subsection 8-1.04B): All work within sixty (60) working days

Required Valid California Contractor's License:
Class A (General Engineering)
or
Class C-12 (Earthwork and Paving)

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

This project is funded by an allocation from the California State Legislature.

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

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

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

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

Any changes to, or clarification of, the project plans and specifications shall be in the form of a written addendum issued to planholders of record.

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

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

Electronic bids shall be submitted via the Bid Express website.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Board of Supervisors, County of Fresno

Paul Nerland, County Administrative Officer

Bernice E. Seidel, Clerk of the Board

Issue Date: April 29, 2025

Special Provisions

DIVISION I GENERAL PROVISIONS

1 GENERAL

1-1.01 GENERAL

Add to the beginning of Section 1:

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

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

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

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

Add to the end of Section 1-1.01:

Bid Items and Applicable Sections

Item description	Applicable section
Supplemental Work	9
Construction Funding Sign	12
Traffic Control	12
Job Site Management	13
State Water Resources Control Board Notice of intent filing fee	13
Prepare & Implement SWPPP	13
Storm Water Annual Report	13
Remove & Dispose of Existing Abandoned 8" HDPE Pipe	15
Remove & Dispose of Existing Abandoned 6" Asbestos Cement Pipe	15
Clearing and Grubbing	17
Remove Tree	17
Roadway Excavation	19
Cement Slurry Utility Crossing Cap	19
Install Tree Root Barrier	20
Finishing Roadway	22
Class II Aggregate Base	26
Hot Mix Asphalt (Type A 1/2" Grading)	39
Tack Coat	39
Install 12" Dia. Rubber Gasket Reinforced Concrete Pipe	65
Install 15" Dia. Rubber Gasket Reinforced Concrete Pipe	65
Install 18" Dia. Rubber Gasket Reinforced Concrete Pipe	65
Install 48" Manhole Type A Case I	70
Install Drainage Inlet FMFCD Type D	70
Remove and Dispose of Existing PVC Storm Drain Pipe	71
Remove and Dispose of Existing Storm Drain Inlet	71
Remove & Dispose of Curb & Gutter	73
Remove and Dispose of Concrete Driveway/Walkway	73
Remove and Dispose of Concrete Valley Gutter	73
Construct Concrete Curb Ramps and Returns (Minor Concrete)	73
Construct Concrete Driveway Approaches (Match Existing Driveway - Minor Concrete)	73
Construct Concrete Sidewalk (Minor Concrete)	73

Construct Concrete Curb and Gutter (Minor Concrete)	73
Construct Concrete Valley Gutter	73
Detectable Warning Devices	73
Adjust Water Valve Box Covers to Finished Grade	77
Install 6" SCH 80 PVC Pipe	77
Remove and Replace Sign Post	84
Install Fire Hydrant Marker Blue	84
Mobilization	9

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

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

Add to Section 1-1.06:

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

Add or Replace items in Section 1-1.07 with:

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

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

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

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

Caltrans: State of California Department of Transportation

County: The County of Fresno

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

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

Director: Department's Chairman

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

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

holiday: Holiday shown in the following table:

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

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

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

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

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

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

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

Replace Section 1-1.08 with:

1-1.08 DISTRICTS

Not Used

Add to the end of Section 1-1.09

This project is not in a freeze-thaw area.

Replace Section 1-1.10 with:

1-1.10 PAVEMENT CLIMATE REGIONS

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

Replace Section 1-1.11 with:

1-1.11 WEBSITES, ADDRESSES, AND TELEPHONE NUMBERS

Websites, Addresses, and Telephone Numbers

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

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

Replace Section 1-1.12 with:

1-1.12 MISCELLANY

Make checks and bonds payable to the County of Fresno.

2 BIDDING

Replace Section 2-1.04 with:

2-1.04 PREBID OUTREACH MEETING

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

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

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

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

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

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

Replace Section 2-1.06 with:

2-1.06 BID DOCUMENTS

2-1.06A General

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

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

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

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

2-1.06B Supplemental Project Information

The Department makes the following supplemental project information available:

Supplemental Project Information	
Where Available	Description
Included in Project Details	<ul style="list-style-type: none">• Location Map• Construction Funding Sign• Geotechnical Report
Included with the project plans	<ul style="list-style-type: none">• None
Available on Design Services webpage	<ul style="list-style-type: none">• Cross Sections• Potholes

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

Replace Section 2-1.12 with:

2-1.12 RESERVED

Replace Section 2-1.15 with:

2-1.15 RESERVED

Replace Section 2-1.18 with:

2-1.18 RESERVED

Replace Section 2-1.27 with:

2-1.27 RESERVED

Replace Section 2-1.33 with:

2-1.33 BID DOCUMENT COMPLETION AND SUBMITTAL

2-1.33A General

Complete forms in the *Bid* book.

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

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

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

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

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

Hardcopy Bid: Submit a hardcopy bid:

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

2-1.33B Bid Item List and Bid Comparison

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

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

2-1.33C Bid Document Completion

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

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

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

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

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

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

Use ink or typewriter for paper bids.

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

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

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

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

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

Indicate type of bid security provided.

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

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

Provide contractor's license information.

State business name and if business is a:

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

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

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

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

Business Address - Firm's Street Address

Mailing Address - P.O. Box or Street Address

Complete, sign, and return with bid.

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

Must be completed, signed, and returned with bid.

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

Select "has" or "has not" in accordance with instructions on form, return with completed 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

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

2-1.33C(8) Proposal 8 - Subcontractors

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

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

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

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

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

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

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

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

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

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

2-1.33C(19) Guaranty – Proposal 19

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

Replace Section 2-1.34 with:

2-1.34 BIDDER'S SECURITY

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

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

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

An electronic bid bond may be submitted either:

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

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

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

Replace Section 2-1.40 with:

2-1.40 BID WITHDRAWAL

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

2-1.46 DEPARTMENT'S DECISION ON BID

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

The Department may reject:

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

Replace Section 2-1.47 with:

2-1.47 BID RELIEF

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

Add Section 2-1.51:

2-1.51 DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

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

3 CONTRACT AWARD AND EXECUTION

Replace Section 3 with:

3-1.01 GENERAL

Section 3 includes specifications related to contract award and execution.

3-1.02 CONSIDERATION OF BIDS

3-1.02A General

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

3-1.02B Tied Bids

The Department breaks a tied bid with a coin toss.

3-1.03 CONTRACTOR REGISTRATION

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

3-1.04 CONTRACT AWARD

3-1.04A BID PROTEST PROCEDURES

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

The bid protest must be received no later than 5:00 p.m. of the seventh (7th) calendar day following the bid opening for any issues found within the bid itself, or 5:00 p.m. of the third (3rd) calendar day following the deadline for submittal of the specific bid document(s) placed at issue by the protest.

Any Bidder filing a protest is encouraged to submit the bid protest via e-mail, because the deadline is based on the Department's receipt of the bid protest. A bid protest accordingly may be rejected as untimely if it is not received by the deadline, regardless of the date on which it was postmarked. The Bidder's compliance with the following additional procedures also is mandatory:

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

3-1.04B AWARD PERIOD

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

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

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

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

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

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

3-1.06 CONTRACTOR LICENSE

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

For a non-federal-aid contract:

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

3-1.07 INSURANCE POLICIES

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

3-1.08 –3-1.10 RESERVED

3-1.11 PAYEE DATA RECORD

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

3-1.12 RESERVED

3-1.14–3-1.17 RESERVED

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the *Agreement*.

Deliver to Design Services:

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

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

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

3-1.19 BIDDERS' SECURITIES

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

4 SCOPE OF WORK

Replace Section 4-1.02 with:

4-1.02 INTENT

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

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

Replace Section 4-1.07D with:

4-1.07D Reserved

Replace the last paragraph of Section 4-1.13 with:

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

5 CONTROL OF WORK

Delete the last paragraph of Section 5-1.01

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

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

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

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

Replace Section 5-1.09 with:

5-1.09 RESERVED

Replace Section 5-1.12 with:

5-1.12 ASSIGNMENT

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

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

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

Replace Section 5-1.13C with:

5-1.13C RESERVED

Replace Section 5-1.13D with:

5-1.13D RESERVED

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

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

Replace Section 5-1.20B(4) with:

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

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

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

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

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

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

There are existing distribution and service gas lines within the limits of the project. There are also water, sewer, telecommunication lines within the limits. There are 3 water supply pipelines. Two of them are abandoned, and they are asbestos cement and HDPE. The Active water line has been recently installed and it is constructed of ductile iron. There is an existing RAW water line that is still active, and it is built out of clay pipe.

Main Gas lines are expected to be found between 30" to 42" below top of pavement. Service lines depth are unknown.

The plans show approximate locations of the utilities based on plat maps provided by utilities company. County cannot guarantee their final location and depth. County cannot guarantee that there are other utilities not shown in the plans. Contractor is responsible for contacting underground service alert (USA) 811, coordinating with utilities companies and potholing all utilities before processing with work.

The County has some records of potholes to the existing utilities performed in the past for the construction of a water pipeline. Results of the pothole are incorporated as supplemental information only. This information is for the contractor's information only. This is not to be considered to be part of the contract documents and shall have no bearing whatsoever on the interpretation of the standard specifications, the standard plans, the special provisions, nor shall they have any bearing whatsoever on the interpretation of the other publications referenced therein.

Contractor is responsible to perform potholing to all existing marked utilities (in construction drawings and/or in the field by utilities companies), gas main and lateral, sewer main, and water main and lateral, verify their depth, before starting construction operations and discuss any outcome that may become apparent after potholing the utilities. Furthermore, contractor shall pothole to identify utilities abovementioned along the entire run of the proposed storm drainage pipe and confirm that the storm drainage pipe can be installed per the alignment and profile shown in the construction drawings prior to start placing storm drainage pipe and manholes.

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

Distribution pressure gas line email coordination from PG&E:

When excavating near PG&E facilities, per TD-4412P-05, one of the requirements listed helps follow a safe and approved method for excavating in and around PG&E's 24" tolerance zone. The tolerance zone is where no mechanical digging can be performed. Once the utility is found, through daylighting, the contractor is then permitted to use power equipment within the tolerance zone, thus a reduced tolerance zone. Once daylighted at two locations (and working between the two points), only then can the reduced tolerance zone be decreased to 12" from the gas distribution pipe. Any digging beyond the reduced tolerance zone must be done by hand. As far as additional measures of protecting in place, PG&E requires NO scarification within 12" from any gas distribution facility, and no heavy vibratory mechanical compaction within 18" from gas distribution facilities. Only hand compaction equipment is permitted within 18" from gas facilities. A smooth drum roller can be the exception provided the weight of each drum does not exceed the allowable wheel load at the given depth (below). If gas main or gas service is exposed, 12" of fine sand must be placed around the facility before any final backfill is placed. PG&E does not allow any cement slurry backfill to be placed on top of (or in contact with) P.E. gas pipe, as it deteriorates the integrity of the pipe over time. Prior to final backfill over gas main, place a 6" wide yellow warning tape over sand backfill.

Maximum allowable wheel load (half-axle) over the existing 2" steel distribution main:

12" of cover = 32,000 lb (half-axle)

18" of cover = 52,000 lb (half-axle)

24" of cover = 78,000 lb (half-axle)

The contractor is responsible to coordinate with PG&E requirements during bidding and after award prior to construction. The PG&E contact information are:

PG&E contact (Distribution line):

Jeremiah Camarena

P.H: 559-355-6044

JJ18@pge.com

The cost to furnish all labor, equipment materials, tools, to pothole all utilities, abiding by PG&E requirements, and coordinating with utilities companies shall be included in the various items of work and no further compensation will be allowed therefor.

Replace Section 5-1.23A with:

5-1.23A General

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

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

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

Each submittal must have a cover sheet that must include:

1. Contract number
2. Project Name
3. Date
4. Submittals (and resubmittals if applicable) must be numbered sequentially
5. Structure number if applicable
6. Contractor
7. Person responsible for submitting the submittal
8. Signature of Contractor's representative sending submittal
9. Section number and/or item submittal is referencing
10. Pages of submittal, excluding cover sheet

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

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

Documents must be submitted in the English language.

Convert documents to US customary units.

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

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

Replace Section 5-1.24 with:

5-1.24 CONSTRUCTION SURVEYS

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

Submit your request for Engineer-furnished stakes:

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

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

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

Replace Section 5-1.27E with:

5-1.27E CHANGE ORDER BILLS

Maintain separate records for change order work costs.

Replace Section 5-1.32 with:

5-1.32 AREAS FOR USE

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

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

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

Replace Section 5-1.43A with:

5-1.43A General

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

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

Use the identification number for each potential claim on the:

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

Failure to comply with this procedure is:

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

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

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

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

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

6 CONTROL OF MATERIALS

Replace Section 6-1.05 with:

6-1.05 SPECIFIC BRAND OR TRADE NAME AND SUBSTITUTION

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

Submit a substitution request with a time period that:

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

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

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

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

Replace Section 6-1.06 with:

6-1.06 RESERVED

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

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

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

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

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

- 1.10. Fringe Benefits

Replace the 4th paragraph of Section 7-1.02K(6)(j)(ii) with:

Submit the lead compliance plan as an informational submittal.

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

7-1.04 PUBLIC SAFETY

7-1.04A General

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

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

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

Cover signs that direct traffic to a closed area.

Add to the end of Section 7-1.04A:

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

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

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

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

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

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

7-1.04B WORK ZONE SAFETY AND MOBILITY

7-1.04B(1) POLICY

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

7-1.04B(2) TRAFFIC MANAGEMENT PLAN

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

7-1.04B(3) TEMPORARY TRAFFIC CONTROL PLAN

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

7-1.04B(4) PUBLIC INFORMATION

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

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

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

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

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

Replace Section 7-1.06D(2) with:

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

Refer to the *Agreement* of these special provisions

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

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

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

Replace Section 7-1.06E with:

7-1.06E Automobile Liability Insurance

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

Replace Section 7-1.06G with:

7-1.06G NOT USED

Replace Section 7-1.06H with:

7-1.06H Enforcement

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

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

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

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

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

Replace Section 7-1.06I with:

7-1.06I Self-Insurance

Comply with the *Agreement* of these special provisions.

Add to the beginning of Section 7-1.07B:

This section applies to seal coat projects.

Add Section 7-1.07C:

7-1.07C Claims

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

1. 10 percent of the total bid

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

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

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

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

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

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

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

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

8 PROSECUTION AND PROGRESS

Replace Section 8-1.01 with:

8-1.01 GENERAL

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

8-1.01A Work Hours

Perform all work on working days during daytime.

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

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

Do not perform work during nighttime unless approved by the Engineer

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

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

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

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

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

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

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

Replace Section 8-1.02C with:

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

Replace Section 8-1.04 with:

8-1.04 START OF JOB SITE ACTIVITIES

8-1.04A General

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

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

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

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

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

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

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

8-1.04B Standard Start

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

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

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

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

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

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

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

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

Pay to the County of Fresno the sum of

TWO THOUSAND (\$2000.00)

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

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

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

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

Liquidated damages are specified in Section 8-1.04.

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

9 PAYMENT

Add Section 9-1.01A:

9-1.01A COMPENSATION

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

Delete paragraphs 11-14 of Section 9-1.03.

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

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

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

Replace the last paragraph of Section 9-1.03 with:

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

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

Replace Section 9-1.16F with:

9-1.16F Retentions

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

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

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

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

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

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

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

Add Section 9-1.23:

9-1.23 RESOLUTION OF CONTRACT CLAIMS

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

California Public Contract Code Section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
- (ii) The Department of Transportation as to any project under the jurisdiction of that department.
- (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
- (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
- (v) The Military Department as to any project under the jurisdiction of that department.
- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its

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

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

California Public Contract Code Sections 20104 – 20104.6

Section 20104

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

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

(b)(1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

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

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

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

Section 20104.2

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

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

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

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

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time

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

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

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

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

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

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

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

Section 20104.4

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

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

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

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

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

Section 20104.6

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

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

Add Section 9-1.25:

9-1.25 SUPPLEMENTAL WORK

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

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

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

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

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

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

Add to the beginning of Section 10-1.02E:

Construct the new pavement structure adjacent to the existing traveled way by successively excavating, preparing subgrade, placing base materials, and paving. Perform these activities concurrently after you start paving.

If a difference in excess of 0.15 foot exists between the elevation of the existing pavement and the elevation of an excavation within 8 feet of the traveled way at the end of each working day, place and compact material against the vertical cut adjacent to the traveled way. During the excavation, you may use native material for this purpose except you must use structural material once you start placing the structural section. Place the material to the top of the existing pavement and taper at a slope of 4:1 (horizontal:vertical) or flatter to the bottom of the excavation. Do not use treated base for the taper.

12 TEMPORARY TRAFFIC CONTROL

Add to Section 12-1.01 GENERAL:

The project requires obtaining Temporary traffic control encroachment permit from Caltrans Right-of-Way. The permit application fees for the traffic control shall be paid by the Contractor. Contractor shall obtain final fees from Caltrans before submitting the bid.

Contractor shall be responsible for coordinating the permit process, pay for required fees and obtain the permit. The cost of the coordination and fees shall be included in the various items of work.

The contractor can download the Standard Encroachment Permit Application form TR-0100 at the link below:

<https://dot.ca.gov/programs/traffic-operations/ep/applications>

The contractor must submit the electronic copy of the permit application to Caltrans District 6 mailbox below:

District6EncroachmentPermits@dot.ca.gov

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Replace Section 12-2 with:

12-2 PROJECT SPECIFIC FUNDING SIGNS

12-2.01 CONSTRUCTION ADVANCED NOTIFICATION SIGNS (ANS)

12-2.01A GENERAL

Details for construction ANS are in *Project Details*.

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

12-2.01B MATERIALS

Provide Construction ANS, barricades, and mounting hardware.

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

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

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

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

12-2.01C CONSTRUCTION

Mount construction ANS to barricades.

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

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

12-2.01D PAYMENT

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

12-2.02 CONSTRUCTION PROJECT FUNDING SIGNS

12-2.02A GENERAL

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

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

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

12-2.02B MATERIALS

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

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

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

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

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

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

CALIFORNIA STATE LEGISLATURE

12-2.02C CONSTRUCTION

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

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

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

12-2.02D PAYMENT

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

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

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

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

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

Add to the end of Section 12-3.01D:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Install K rail as shown in the project plans.

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

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

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

Add to Section 12-3.32C:

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

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

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

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

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

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

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

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

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

12-4.02A(3)(a) General

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

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

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

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

Traffic will not be allowed to be limited to one direction when construction activities are not actively in progress. Providing, installing, maintaining, and removing all traffic control, including portable changeable message signs if required, obtaining and complying with all permits, and providing all traffic control

operations shall be the responsibility of the contractor, and no additional compensation will be allowed therefor.

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

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

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

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

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

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

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

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

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

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

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

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

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

Not Used.

Replace Section 12-4.02C(1) with:

12-4.02C(1) General

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

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

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

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

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

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

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

Do not use automated flagger assistance devices:

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

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

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

Use a pilot car to control traffic. The cones shown along the centerline need not be placed. The pilot car must have radio contact with personnel in the work area. Operate the pilot car through the traffic control zone at a speed not greater than 25 miles per hour.

Replace Section 12-4.02C(2) with:

12-4.02C(2) Not Used

Replace Section 12-4.02C(3) with:

12-4.02C(3) Closure Requirements and Charts

12-4.02C(3)(a) General

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

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

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

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

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

Reserved

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

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

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

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

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

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

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

Provide a minimum of one traversable traffic lane, not less than 10 feet wide, to be open for use by public traffic at all times when construction operations are in progress.

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

Keep driveways and access roads accessible at all times.

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

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

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

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

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

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

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

12-4.02C(7)(d) Reserved

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

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

12-4.02C(9)(d) Payment

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

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

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

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

Not Used

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

Not Used

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

12-4.02C(11)(d) Payment

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

Replace Section 12-4.02C(14) with:

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

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

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

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

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

Replace Section 12-4.02D with:

12-4.02D Payment

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

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

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

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

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

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

13 WATER POLLUTION CONTROL

Add to Section 13-1.01:

STATE WATER RESOURCES CONTROL BOARD (SWRCB) NOTICE OF INTENT FILING (NOI) FEE

Complete the NOI filing process started by the County on the SWRCB website using information available in the contract, field and website. The Engineer will link your plan to the project on the SWRCB website.

The SWRCB NOI bid item is specifically provided to reimburse Contractor for payment of NOI filing fee charged by the SWRCB and paid by the Contractor after the Contractor has completed the NOI filing process started by the County.

The amount paid will be the amount of the fee only. No payment will be made for overhead or processing costs. Full compensation for any overhead and processing costs will be considered to be included in the various items of work, and no separate compensation will be made therefor.

The provisions of Section 9-1.06 for increased or decreased quantities shall not apply to the "State Water Resources Control Board Notice of Intent" bid item.

The SWRCB website can be found at:

<https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.xhtml>

The dollar amount shown in the Proposal is an estimate only and shall be included in each bidder's proposal.

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

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

13-1.01D(2) Regulatory Requirements

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

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

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

This Project disturbs 2.74 acres of soil.

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

13-1.01D(4)(b) Qualifications

The WPC manager must:

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

Add to the end of Section 13-2.01A:

This project may qualify for an erosivity waiver because the anticipated soil disturbance is at least 1 and less than 5 ac and the R-factor is less than 5.

Schedule all soil-disturbing activities, such as clearing and grubbing, roadway excavation, and construction, to occur from August 1st to December 2. Deviation from this schedule may void the erosivity waiver.

Replace Section 13-2.04:

13-2.04 PAYMENT

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

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

Add to Section 13-3.01A:

This project's risk level is 1_.

Add between the 4th and 5th paragraphs of Section 13-3.01C(2)(a):

The Central Valley Regional Water Quality Control Board will review the authorized SWPPP.

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

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

Add Section 13-3.01C(5):

13-3.01C(5) Annual Certification

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

Replace Section 13-3.04:

13-3.04 PAYMENT

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

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

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

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

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

The Department pays:

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

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

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

Replace Section 13-4.03G with:

13-4.03G Dewatering

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

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

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

1. Conduct dewatering activities under the Caltrans *Field Guide for Construction Site Dewatering*.
2. Ensure any dewatering discharge does not cause erosion, scour, or sedimentary deposits that could impact natural bedding materials.
3. Discharge the water within the project limits. Dispose of the water if it cannot be discharged within project limits due to site constraints or contamination.

4. Do not discharge stormwater or non-stormwater that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface. Immediately notify the Engineer upon discovering any such condition.

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

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

Replace Section 13-6.04 with:

13-6.04 PAYMENT

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

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

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

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

Replace Section 13-7.03D with:

13-7.03D Payment

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

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

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

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

The plan, if required, must include:

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

14 ENVIRONMENTAL STEWARDSHIP

Add to the 1st paragraph of section 14-6.03A:

This project is within or near habitat for the regulated species shown in the following table:

Regulated Species
Migratory birds and birds of prey

Upon discovery of a regulated species, immediately:

1. Stop all work within a 100-foot radius of the discovery
2. Notify the Engineer

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

The Department anticipates nesting or attempted nesting by migratory and nongame birds from February 1 to September 1. Do not perform vegetation removal during the nesting season unless authorized by the Engineer.

The County-supplied Biologist will perform nesting bird preconstruction surveys. If nesting birds are found, the appropriate radius will be established around the nest by the County-supplied Biologist using nest buffer signs, high visibility fencing, pin flags, and/or flagging tape. No work shall commence within the protective radius until authorized by the Engineer.

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

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

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

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

Replace Section 14-12.04 with:

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

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

In accordance with SJVAPCD Regulation VIII – Fugitive PM₁₀ Prohibitions: Rule 8021, implementation of an SJVAPCD-approved dust control plan is not required prior to commencement of any dust generating activities. You must file Construction Notification with SJVAPCD 48 hours prior to starting work.

Pursuant to section 6.4 of District Rule 8021 – Construction, Demolition, Excavation, Extraction, and Other Earthmoving Activities, the owner or operator of a construction project of at least 1.0 acre in size shall provide written notification to the District at least 48 hours prior to his/her intent to commence any earthmoving activities. Use the first two pages of this form to submit a written Construction Notification. There are no fees for filing a construction notification.

It is your responsibility to be fully informed of the requirements of all rules, regulations, plans and conditions that may govern your operations and to conduct the work accordingly.

15 EXISTING FACILITIES

15-1.03D REMOVE AND DISPOSE ABANDONED 6 INCH DIAMETER ASBESTOS CEMENT WATER PIPE

There is an existing abandoned water line asbestos cement pipe. The new storm drain will be installed near the alignment of the abandoned waterline. Should contractor need to remove section of the existing pipe for the installation of the storm drain, Contractor properly exposes pipe, abate per Standard Specifications 14-10 and any other applicable law and remove and dispose pipe.

Furnish all labor, materials, tools, equipment, and incidentals to trench, to abate asbestos following Section 14-10 of the Standard Specifications and any other applicable law, remove existing pipe, properly dispose of the pipe to a facility that can legally accept asbestos pipe, install all temporary plates (if necessary), and backfill per Section 19 shall be included in the bid item "REMOVE AND DISPOSE ABANDONED 6 INCH DIAMETER ASBESTOS CEMENT WATER PIPE". The cost of trenching and backfilling shall be included in the storm drain pipe cost per lineal foot. If abandoned valves are found during the removal of the pipe, the cost of the valve removal shall be part of this bid item.

The payment quantity for removing and disposing existing pipe is the length measured along the centerline of the pipe.

This item may be reduced or eliminated if Engineer directs not to remove any of the existing asbestos pipe. The provisions in Section 9-1.06, "Changed Quantity Pay Adjustments" of the Standard Specifications shall not apply to this item. The Contractor shall have no claim for anticipated overhead or profit should the County fail to authorize performing this work or should the value of authorized work be less than anticipated by the Contractor.

15-1.03E REMOVE AND DISPOSE ABANDONED 8 INCH HDPE WATER PIPE

There is an existing abandoned HDPE water line, approximately 8 inch diameter. The new storm drain will be installed near the alignment of the abandoned waterline. Should contractor need to remove section of the existing pipe for the installation of the storm drain, Contractor properly exposes pipe, remove and dispose pipe.

Furnish all labor, materials, tools, equipment, and incidentals to trench, to remove existing pipe, properly dispose of the pipe to a facility that can legally accept it, install all temporary plates (if necessary), and backfill per Section 19 shall be included in the bid item "REMOVE AND DISPOSE ABANDONED 8 INCH DIAMETER HDPE WATER PIPE". The cost of trenching and backfilling shall be included in the storm drain pipe cost per lineal foot. If abandoned valves are found during the removal of the pipe, the cost of the valve removal shall be part of this bid item.

The payment quantity for removing and disposing existing pipe is the length measured along the centerline of the pipe.

This item may be reduced or eliminated if Engineer directs not to remove any of the existing HDPE pipe. The provisions in Section 9-1.06, "Changed Quantity Pay Adjustments" of the Standard Specifications shall not apply to this item. The Contractor shall have no claim for anticipated overhead or profit should the County fail to authorize performing this work or should the value of authorized work be less than anticipated by the Contractor.

15-1.03F SEWER LINE INSTALLATION

A new sewer line (sewer pipe and sewer manholes) as shown on the plans "by others" will be installed by a different contractor and coordinated by the County. Ensure the project site is prepared as necessary and ready for work on the day(s) scheduled for such work. Inform the Engineer ten (10) working days in advance of completion of site preparation for relocation so the County can schedule work properly. Any traffic control measures needed for the sewer line installation shall be your responsibility and shall be included in the traffic control system bid item.

The cost of coordinating the relocation with the Engineer and the other contractor, shall be included in the various items of the work and no further compensation shall be paid therefor.

15-1.03G GAS VALVE BOX ADJUSTMENT TO GRADE

There are several gas valve boxes shown on the plans that need to be adjusted to grade "by others" (PG&E). Ensure the project site is prepared as necessary and ready for work on the day(s) scheduled for such work. Inform the Engineer ten (10) working days in advance of completion of site preparation for relocation so the County can schedule work properly. Any traffic control measures needed for this work shall be Contractor's responsibility and shall be included in the traffic control system bid item.

The cost of coordinating the relocation with the Engineer and PG&E, shall be included in the various items of the work and no further compensation shall be paid therefor.

DIVISION III EARTHWORK AND LANDSCAPE

17 GENERAL

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

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

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

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

Add to end of Section 17-2.03C:

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

19 EARTHWORK

Add to Section 19-3.02E:

This item of work involves filling with slurry concrete if the separation between the active water line and new storm drain pipe is less than 12 inches as depicted in detail Sheet 12 of the construction drawings.

This item is bid and payable on a cubic yard unit price basis.

Payment for the work of this bid item shall be per cubic yard of placed slurry concrete directed and accepted by the Engineer as complete work at the unit price bid.

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

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

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

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

1. Import Borrow
2. Native Soil

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

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

20 LANDSCAPE

Replace Section 20-1.02B with:

20-1.02B Water

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

Add to the end of Section 20-3.01B(7):

This work shall consist of furnishing and installing root barrier as specified in these special provisions, as shown in the project details and as directed by the Engineer.

DeepRoot® Tree Root Barrier shall be Type UB 24-2 or approved equivalent.

Install tree root barrier in accordance with the manufacturer's recommendations and procedures.

20-3.01D PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing and installing the root barrier, including all excavation and backfill necessary, as shown on the plans as specified in these special provisions and as directed by the Engineer, shall be considered as included in the contract unit price paid for Root Barrier and no further compensation will be allowed therefor.

22 FINISHING ROADWAY

DIVISION V SURFACINGS AND PAVEMENTS

36 GENERAL

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

36-3.01 GENERAL

36-3.01A Summary

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

36-3.01B Definitions

Reserved

36-3.01C Submittals

36-3.01C(1) General

Reserved

36-3.01C(2) Reserved

36-3.01C(3) Reserved

36-3.01C(4) Straightedge Measurements

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

1. Location number
2. District-County-Route
3. Beginning station or post mile to the nearest 0.01 mile
4. For correction areas within a traffic lane:
 - 4.1. Lane direction, *NB*, *SB*, *EB*, or *WB*
 - 4.2. Lane number from left to right in the direction of travel
 - 4.3. Wheel path, *L* for left, *R* for right, or *B* for both
5. For correction areas not within a traffic lane:
 - 5.1. Identify the pavement area, such as shoulder, weigh station, or turnout
 - 5.2. Direction and distance from the centerline, *L* for left or *R* for right
6. Estimated size of correction area

36-3.01D Quality Assurance

36-3.01D(1) General

Reserved

36-3.01D(2) Reserved

36-3.01D(3) Quality Control

36-3.01D(3)(a) General

Reserved

36-3.01D(3)(b) Smoothness

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

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

1. Traffic lanes less than 1,000 feet in length, including ramps, turn lanes, and acceleration and deceleration lanes
2. Areas within 15 feet of manholes

3. Shoulders
4. Weigh-in-motion areas
5. Miscellaneous areas such as medians, gore areas, turnouts, and maintenance pullouts
6. Any other areas selected by the Engineer

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

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

36-3.01D(4) Department Acceptance

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

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

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

36-3.02 MATERIALS

Not Used

36-3.03 CONSTRUCTION

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

36-3.04 PAYMENT

Not Used

39 ASPHALT CONCRETE

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

1. Type A HMA
2. Minor HMA

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

8. Driveways and driveway approaches

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

39-2.01A(4)(a) General

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

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

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

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

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

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

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

4. Voids in mineral aggregate on laboratory-produced HMA

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

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

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

Replace the word “Department’s” with “Caltrans” in Section 39-2.01A(4)(f)(i).

Replace the word “Department’s” with “Caltrans” in Section 39-2.01A(4)(f)(ii).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Replace Section 39-2.01B(11) with:

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

For miscellaneous areas, dikes, and berms:

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

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

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

**Dike Mix Aggregate Gradation
(Percentage Passing)**

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

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

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

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

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

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

Not used

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

The test section:

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

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

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

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

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

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

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

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

Replace Section 39-2.01C(9) with:

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

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

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

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

The finished surface must be:

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

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

5. HMA overlays over existing pavement

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

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

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

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

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

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

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

Aggregate Testing Frequencies

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

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

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

^cUse of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, "Manual Shaker," 7.1.2, "Alternate Method No. 2," and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in Section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.

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

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

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

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

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

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

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

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

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

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

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

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

Type A HMA Production Testing Frequencies

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

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

39-2.02A(4)(e) Department Acceptance

The Department accepts Type A HMA based on compliance with:

1. Aggregate quality requirements shown in the following table:

Aggregate Quality

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

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

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

^cUse of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, "Manual Shaker," 7.1.2, "Alternate Method No. 2," 8.4.2 Manual Shaker Method, and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in Section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.

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

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

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

Replace Section 39-2.02B(3) with:

39-2.02B(3) Asphalt Binder

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

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

39-2.02B(4)(a) General

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

Aggregate Quality

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

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

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

Replace Section 39-2.02B(5) with:

39-2.02B(5) Reclaimed Asphalt Pavement

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

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

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

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

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

Replace Section 39-2.02B(11) with:

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

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

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

Add to the beginning of Section 39-2.02C:

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

Replace Section 39-3.02C with:

Where replace asphalt concrete surfacing is shown, remove the asphalt concrete surfacing and, if necessary, base to a depth of 6 inches below the grade of the existing surfacing and replace with HMA. The Engineer determines the exact limits of asphalt concrete surfacing to be replaced.

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

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

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

Before removing asphalt concrete, outline the replacement area and cut neat lines with a saw or grind to a depth of 6 inches below the grade of the existing surfacing. Do not damage any asphalt concrete and base remaining in place.

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

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

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

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

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

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

Replace Section 39-3.03 with:

39-3.03 REMOVE ASPHALT CONCRETE DIKES & BERMS

39-3.03A General

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

39-3.03B Materials

Not Used

39-3.03C Construction

Reserved

39-3.03D Payment

Not Used

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

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

DIVISION VII DRAINAGE FACILITIES

Add section 65-2.03D Staging Pipe Construction

During work hours, construct pipe incrementally providing one-way traffic control and flaggers to protect vehicles and pedestrians from the open excavation. Provide proper shoring and worker protection per

OSHA requirements and the standard specifications. During non-work hours provide trench plates or otherwise backfill and finish construction of pipe segments to allow two-way traffic control and protect vehicles and pedestrians from any open excavation.

Add Section 65-2.03E

Trenching and backfill shall conform to the trench excavation, backfill and surface restoration detail shown in the drainage details in the Plans and must comply with section 19.

Surfaces and materials disturbed while laying drainage pipe outside the limit of the proposed improvements shall be restored to their previous condition after construction and testing is completed for the drainage pipe. This includes any pavement structural section, grass or other hardscape improvements.

As required by the "Trench Construction Safety Orders" of the California Construction Safety Orders of the Division of Occupational Safety and Health, bracing and shoring shall be installed in trenches of five feet or greater depth to ensure the safety of workers and to protect and facilitate the work.

The excavation shall be supported so that it will be safe and that the ground alongside the excavation will not slide or settle, and all existing improvements, either on public or private property, will be fully protected from damage.

All support shall be removed after construction is completed, unless otherwise directed by the Engineer, and shall be withdrawn in a manner that will prevent the caving of the side of the excavation. All openings caused by the removal of supports shall be filled with suitable material properly compacted.

Replace Section 65-2.04 with:

The unit price paid for INSTALL RUBBER GASKET REINFORCED CONCRETE PIPE shall include full compensation for furnishing all labor, materials, tools, equipment and performing all the work involved in installing new Rubber Gasket Reinforced Concrete Pipe (diameter as shown in plans and bid items) including but not limited to excavation, installation, bedding material, backfilling and any other necessary material or work as specified in these specifications and plans. The payment for INSTALL RUBBER GASKET REINFORCED CONCRETE PIPE will be measured and paid for by lineal foot of pipe installed. If a pipe is cut to fit in a specific area the payment quantity is the length of pipe installed and measured along the centerline only.

Replace Section 70-5.06 With:

70-5.06A GENERAL

Section 70-5.06 includes specifications for constructing concrete field collar to the size and location shown on the Plans.

Concrete field collar to be constructed in accordance with the Fresno Metropolitan Flood Control District standard details shown on the Plans.

Concrete field collar includes all miscellaneous metal parts.

70-5.06B MATERIALS

Concrete field collar to be constructed per 70-1 Miscellaneous Drainage Facilities of the standard specifications.

70-5.06C CONSTRUCTION

Concrete field collar to be constructed per 70-1 Miscellaneous Drainage Facilities of the standard specifications.

70-5.06D PAYMENT

Materials and labor that may be needed to construct complete in place concrete field collar as per FMFCD standard drawing G-3 shall be included as part of the pipe installation shall be included in the lineal foot of the pipe.

Replace Section 70-8 With:

70-8.01 GENERAL

Section 70-8 includes specifications for constructing manhole (Type A) to the size and location shown on the Plans.

Manhole (Type A) to be constructed in accordance with the Fresno Metropolitan Flood Control District standard details shown on the Plans.

Manholes shall consist of a poured-in-place or pre-cast concrete base section, (except as otherwise provided by the Standard Plans), a pre-cast or cast-in-place riser section, a pre-cast reinforced concrete taper section, or reinforced concrete flat slab lid, grade rings, cast iron frame and cover, or bolt-down cast iron pressure cover, or slotted grate cover, and poured-in-place concrete collars for cast iron frames, and surface restoration around cast iron frames.

Manhole (Type A) include steel covers, frames and grates, frames and covers, manhole frames and grates, manhole frames and covers, or other miscellaneous metal parts.

Iron and steel items used for Manhole (Type A) must comply with section 75.

Reinforcement must comply with section 52

70-8.01A MATERIALS

Pre-cast riser sections, tapered cones or flat slab lids, and grade rings shall be reinforced concrete and shall conform to ASTM Designation: C478, using Type II cement.

Metal frames and covers shall be cast iron meeting the requirements of ASTM Designation: A48, Class 25. Frames and covers shall be manufactured in accordance with the Standard Plans.

Steps, where required, shall be three-fourths ($\frac{3}{4}$) inch diameter steel bars conforming to ASTM Designation A108-07, galvanized after hot bending per ASTM Designation A123/A123M-09, as shown on the Standard Plans.

All metal parts shall be structural grade steel, except those permitted to be cast iron by the project Plans or Standard Plans. Unless otherwise specified in the Special Provisions, a coating of an approved asphaltum black paint, or such other coating as may be approved by the Engineer, shall be applied by dipping or painting to all frames, grates, grate covers, access covers, and all other exposed metal parts.

Epoxy-resin adhesive for bonding a pipe slip joint to a cross drain must comply with the materials specifications for applying epoxy-resin adhesive to concrete.

Minor concrete drainage appurtenances including concrete foundations, bases, and basin floors must comply with section 51-7.

70-8.01B CONSTRUCTION

Excavation and backfill for manhole (Type A) must comply with section 19.

Attach steps and ladders to manhole (Type A) per the Fresno Metropolitan Flood Control District standard details shown on the Plans.

The riser portion of the manhole, whether cast-in-place or pre-cast riser sections are used, shall be constructed such that the distance from the finish grade of the manhole cover to the top of the tapered reducing cone, or to the top of the flat slab lid, shall not exceed two (2) feet.

All entering and leaving pipes shall be placed flush with the inside edge of the Manhole, except that all pipe edges shall be rounded and smoothed with cement mortar to a three (3) inch radius as shown on the Standard Plans. Any gap between the wall and the pipe after insertion shall be completely filled with mortar to provide a water-tight joint.

The top of the base section shall be keyed to receive the tongue end of the riser section. The key shall be formed in the freshly poured concrete by using a template manufactured to the dimensions of the riser section or by a method approved by Engineer. If the riser is cast-in-place monolithically with the base section by using a slip form or other means, the key may be omitted between the base and riser. If the base and riser sections are not poured monolithically but separately, a key shall be provided in the base section. In either case, a key will be required in the top of the riser section to receive the tongue end of the tapered cone or flat slab. Cast-in place riser sections shall have the minimum wall thickness shown on the Standard Plans.

If new drain inlets or manholes are placed in paved or surfaced areas, do not construct the drain to final grade until the paving or surfacing adjacent to the drain is completed.

Install drainage pipe stubs, pipe riser connections and bar reinforcement steel riser safety cages.

70-8.01C PAYMENT

The unit price paid for CONSTRUCT FMFCD TYPE 'A' (CASE I /48") MANHOLE shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in installing new Manholes in place complete including, but not limited to, all structural elements as shown on the Project Plans or Standard Plans, including excavation and backfill, connecting existing or new lateral or main pipelines, furnishing frame and cover, pressure, bolt-down or slotted cover where required, shall be paid by "each" manhole installed.

Replace Section 70-9 With:

70-9.01 GENERAL

Section 70-9 includes specifications for constructing inlet (Type D) to the size and location shown on the Plans.

Inlet Type D to be constructed in accordance with the Fresno Metropolitan Flood Control District standard details shown on the Plans.

Inlet Type D include steel covers, frames and grates, frames and covers or other miscellaneous metal parts.

Iron and steel items used for miscellaneous drainage facilities must comply with section 75.

Reinforcement must comply with section 52

70-9.01A MATERIALS

Metal frames and covers shall be cast iron meeting the requirements of ASTM Designation: A48, Class 25. Frames and covers shall be manufactured in accordance with the Standard Plans.

All metal parts shall be structural grade steel, except those permitted to be cast iron by the project Plans or Standard Plans. Unless otherwise specified in the Special Provisions, a coating of an approved asphaltum black paint, or such other coating as may be approved by the Engineer, shall be applied by dipping or painting to all frames, grates, grate covers, access covers, and all other exposed metal parts.

Epoxy-resin adhesive for bonding a pipe slip joint to a cross drain must comply with the materials specifications for applying epoxy-resin adhesive to concrete.

Minor concrete drainage appurtenances including concrete foundations, bases, and basin floors must comply with section 51-7.

70-9.01B CONSTRUCTION

Excavation and backfill for inlet Type D must comply with section 19.

Storm Drain Inlets eight (8) feet or less in depth shall be constructed monolithically (one pour), or if the Contractor elects, the structures may be constructed in two sections (two pour) as detailed on the Standard Plans, provided the second pour follows the first pour no later than forty-eight (48) hours. No additional payment will be made for two-pour construction.

Depths of Storm Drain Inlets may vary according to the depth and grade at which the lateral pipe must be installed in order to avoid existing utilities. The contractor shall allow in his bid price for the various inlet structures full compensation for any possible increase or decrease in the anticipated depth because of adjustment in depth of lateral pipes.

Lateral pipes connecting to Storm Drain Inlets shall be installed flush with the inside walls of the structure, except that pipe edges shall be smoothed and rounded with cement mortar to a three (3) inch radius as specified on the Standard Plans for the type of inlet or outlet installed. Pipe connections shall be entirely sealed with cement mortar.

If new drain inlets or manholes are placed in paved or surfaced areas, do not construct the drain to final grade until the paving or surfacing adjacent to the drain is completed.

Install drainage pipe stubs, pipe riser connections and bar reinforcement steel riser safety cages.

70-9.01C PAYMENT

The unit price paid for CONSTRUCT FMFCD TYPE 'D' INLET shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in installing new inlet (Type D) in place complete including, but not limited to, all structural elements as shown on the Project Plans or Standard Plans, including excavation and backfill, connecting existing or new lateral pipelines, furnishing frame and cover, pressure, bolt-down or slotted cover where required, shall be paid by "each" Type D inlet installed. The section of PVC pipe stub out and cap at drain inlet #8 shall also be included in this bid item.

Add to the end of Section 71-6.01D:

All work performed in removing and disposing existing storm drain inlets shall conform to the applicable Sections of these Specifications or as otherwise shown on the Plans or specified in the Special Provisions. The existing storm drain pipes diameter are shallow and shall be removed from the road where shown in the plans. Diameter of the existing PVC storm drain pipes varies and it is shown in the plans

Full compensation for removing existing inlets and its appurtenances shall be considered to be included in the "REMOVE AND DISPOSE OF EXISTING STORM DRAIN INLET", and no further compensation shall be paid therefor. REMOVE AND DISPOSE OF EXISTING STORM DRAIN INLET" shall be paid for by each (EA) inlet removed and disposed from the locations specified in the plans.

Furnish all labor, materials, tools, equipment, and incidentals to trench, remove existing pipe, properly dispose of the pipe, install all temporary plates (if necessary), and backfill per Section 19 shall be included in the bid item "REMOVE AND DISPOSE PVC STORM DRAIN PIPE"

The payment quantity for removing and disposing existing pipe is the length measured along the centerline of the pipe.

This item may be reduced or eliminated if Engineer directs not to remove any of the existing pipe. The provisions in Section 9-1.06, "Changed Quantity Pay Adjustments" of the Standard Specifications shall not apply to this item. The Contractor shall have no claim for anticipated overhead or profit should the County fail to authorize performing this work or should the value of authorized work be less than anticipated by the Contractor.

DIVISION VIII MISCELLANEOUS CONSTRUCTION

73 CONCRETE CURBS AND SIDEWALKS

Replace the first sentence in Section 73-1.02A with:

Concrete for curbs, gutters, gutter pans, ramps, driveway and sidewalks and their appurtenances must be per the City of Fresno Details attached in the project plans.

Replace Section 73-1.02B with:

73-1.02B Detectable Warning Surfaces

A detectable warning surface must comply with referenced project Details for the City of Fresno Detail P-32 and Applicable City of Fresno Specifications. The domes will be constructed by the Cast-In-Place Method.

Replace Section 73-1.03E with:

73-1.03E Curing

Completely coat the exposed surfaces of the concrete with curing compound except the lip of gutter.

Add to Section 73-2.03A:

Curing compound must not be applied to concrete that is to be painted.

Replace Section 73-3.01B with:

73-3.01B Definitions

For the purposes of this project, a “gutter pan” will be referenced as “gutter depression.”

Replace Section 73-3.03 with:

73-3.03 CONSTRUCTION

Construct expansion joints for curb and gutter and/or gutter pans at:

1. A minimum of every 45 feet and
2. At the end of curb returns with weakened plane joints placed every 15 feet.

Construct expansion joints for sidewalks at:

1. A maximum of 45 feet and

Construct contraction joints to create rectangular patters from 12 to 20 square feet in the surface of sidewalks

Expansion joints shall be tooled with a ¼” maximum radius edger.

Adhesives shall not be used in place of dowels.

Install a prefabricated detectable warning surface under the manufacturer’s instructions for the Cast-In-Place type.

Broom finish the surface of sidewalks, gutter depressions, curb ramps, and driveways. Make the broom finish perpendicular to the path of travel on surfaces used by pedestrians. You may apply water to the surface immediately before brooming.

The finished surface must not vary more than 0.02 foot from a 10-foot straightedge except at grade changes.

If placing pavement around or adjacent to manholes, pipe inlets, or other miscellaneous structures in sidewalk, gutter depression, island paving, curb ramps, or driveways areas, do not finish the miscellaneous structures to final grade until the pavement is finished beyond the miscellaneous structure.

If using fixed forms, strike off and compact fresh concrete until a layer of mortar is brought to the surface. Finish the surface with a float to grade and cross section and trowel smooth.

Leave the forms in place for sidewalks, gutter depressions, island paving, curb ramps, and driveways for at least 12 hours after surface finishing.

Clean any discolored concrete by abrasive blast cleaning or other authorized method.

Public convenience and safety must be met at all times per Section 7 of these Specifications, including required sidewalk conditions of ADA compliant accessible paths to remain open and clear.

Sidewalk slopes will be measured with a 4 foot long digital level (smart level). Every sidewalk shall be constructed as designed in the project drawings. Unless depicted in the plans, sidewalk cross slope reading shall never be less than 1% nor more than 2%. The Contractor will be directed to replace non-conforming sidewalks

73-3.04 PAYMENT

The unit price paid for CONSTRUCT CONCRETE SIDEWALK AND CURB RAMPS (MINOR CONCRETE) shall include full compensation for furnishing all labor, materials, tools, equipment and performing all the work involved in constructing new sidewalks and ramps as specified in these specifications and plans. The payment for CONSTRUCT CONCRETE SIDEWALK AND CURB RAMPS

(MINOR CONCRETE) will be measured and paid for by square feet of sidewalk and ramp installed. The cost to provide grooves, slopes at ramps shall be included in the unit price for this item.

The unit price paid for CONSTRUCT CONCRETE DRIVEWAY APPROACH (incl. MATCH EXISTING DWY - MINOR CONCRETE) shall include full compensation for furnishing all labor, materials, tools, equipment and performing all the work involved in constructing new driveways approach, sidewalk behind driveways and where necessary match to existing concrete driveways as specified in these specifications and plans. The payment for CONSTRUCT CONCRETE DRIVEWAY APPROACH (incl. MATCH EXISTING DWY - MINOR CONCRETE) will be measured and paid for by square yard of driveway installed.

The unit price paid for CONSTRUCT CONCRETE CURB & GUTTER (MINOR CONCRETE) shall include full compensation for furnishing all labor, materials, tools, equipment and performing all the work involved in constructing new concrete curb and gutter as specified in these specifications and plans. The payment for CONSTRUCT CONCRETE CURB & GUTTER (MINOR CONCRETE) will be measured and paid for by lineal foot of curb and gutter installed.

The unit price paid for INSTALL DETECTABLE WARNING DEVICE (RAMP DOMES) shall include full compensation for furnishing all labor, materials, tools, equipment and performing all the work involved in furnishing and installing new detectable warning devices at depicted locations, as specified in these specifications and plans. The payment for INSTALL DETECTABLE WARNING DEVICE (RAMP DOMES) will be measured and paid for by square foot of warning device installed.

Replace Section 73-10 With:

73-10 EXISTING CONCRETE CURBS, GUTTERS & DRIVEWAYS

73-10.01 GENERAL:

Section 73-10 includes specifications for performing work on existing curbs, sidewalks, driveways, miscellaneous concrete slabs, and their appurtenances such as gutter depressions and island paving

Refer to Section 15 for work to be performed to existing facilities

73-10.02 MATERIALS:

Use equipment and tools applicable for the job. Blades shall be sharp.

73-10.03 CONSTRUCTION:

If you repair any part of a curb, sidewalk, curb ramp, driveway, remove and replace entire section between contraction or expansion joints or as directed by Engineer. At contraction joints, saw cut a true line at least 1 1/2" deep before concrete removal.

Saw cut using a diamond blade and make cuts perpendicular to the concrete surface. Saw cutting is not necessary when pavement is adjacent to asphalt concrete driveway or walkway

Sawcut existing monolithic driveways as shown in the plans to allow for new curb and gutter installation.

73-10.04 PAYMENT:

The unit price paid for REMOVE & DISPOSE CONCRETE DRIVEWAY shall include full compensation for furnishing all labor, materials, tools, equipment and performing all the work involved in removing and disposing concrete driveway, sidewalk as specified in these specifications and plans. The payment for REMOVE & DISPOSE CONCRETE DRIVEWAY/WALKWAY will be measured and paid for by square foot of concrete removed.

The unit price paid for REMOVE & DISPOSE CONCRETE CURB AND GUTTER shall include full compensation for furnishing all labor, materials, tools, equipment and performing all the work involved in removing and disposing concrete curb and gutter as specified in these specifications and plans. The payment for REMOVE & DISPOSE CONCRETE CURB AND GUTTER will be measured and paid for by lineal foot of concrete curb and gutter removed. The cost of removing curb and gutter shall also include saw cutting existing monolithic driveways as shown in the plans

The unit price paid for REMOVE & DISPOSE CONCRETE VALLEY GUTTER shall include full compensation for furnishing all labor, materials, tools, equipment and performing all the work involved in removing and disposing concrete valley gutter as specified in these specifications and plans. The payment for REMOVE & DISPOSE CONCRETE VALLEY GUTTER will be measured and paid for by square foot of concrete valley gutter removed.

77 LOCAL INFRASTRUCTURE

77-2 WATER VALVE BOXES ADJUSTMENT

77-2.01 GENERAL

This section includes specifications for adjusting water meters box and water valve lid to grade.

Contractor to inform the District Operator 72 hours in advance for any water interruption.

Contractor to provide impacted owners with written notice, minimum 3 days prior to water interruption if needed. Written notice shall provide owners with the day and hours in which services will be down and the interruption shall not exceed 2 hours and during low use hours as determined by the Operator of the water system.

Contractor is not allowed to operate any potable water system valves. Any valves that need to be closed or opened to perform the work as shown on the plans or as directed by the Engineer.

77-2.02 MATERIALS

In the event the existing water meter is damaged beyond repair either before or during the grade adjustment it shall be replaced with a meter in kind.

Water valve boxes, if damaged during adjustment, shall be replaced with a Christy G-5 traffic rated meter box with cast iron traffic cover lid or equal approved by the County.

All materials used to relocate existing water meters shall conform to California Health and Safety Code, Section 11687 (commonly known as AB 1953); and NSF/ANSI 61 Annex G (NSF/ANSI 372).

Do not store materials directly on the ground.

All materials shall meet the State and Federal requirements for use of low lead materials.

77-2.03 CONSTRUCTION

All work performed to relocate existing water meters shall meet all recommendations and requirements of AWWA, Uniform Plumbing Code (UPC), NFPA 24, ASTM D2774, and all other applicable national, state, local, standards and regulations.

Excavation and backfill must comply with section 19.

Surfaces and materials disturbed while relocating water boxes outside the limit of the proposed improvements shall be restored to their previous condition after construction and testing is completed for the water meter relocation. This includes any pavement structural section, grass or other hardscape improvements.

Adjust lids in pavement by lowering before road reconstruction and raising after paving or surfacing. The adjustment work shall be performed as necessary to obtain a neat paving job. Where paving or surfacing work is shown, do not adjust to final grade until the adjacent pavement or surfacing is complete.

77-2.04 PAYMENT

Materials and labor needed to adjust water meters box and water value lid to grade including any fittings, appurtenances, excavation and backfill, inspection and including replacement of water meter in the event of damage before or during relocation as directed by the Engineer and is included in the payment for ADJUST WATER VALVE LID TO GRADE

77-3 WATER TREATMENT PLANT BACK WASH PVC LINES

77-3.01 GENERAL

This section includes specifications for relocating existing water treatment plant back wash discharge line and necessary temporary bypass of these lines for the continue operation of the water treatment plant.

Contractor shall be aware that the water treatment plant discharges the backwash water through PVC pipes as shown in the plans. The pipes discharge to the back of Drain Inlet #8. These are gravity flow lines. These lines shall be operable at all times. The surface water treatment plant can be programmed to pause backwash cycles for a period no longer than 24 hrs. Contractor is hereby notified, that he/she shall perform all work to connect temporary lines and transition from existing backwash line to the new line and become operational within a 24 hrs period.

Contractor to inform the District Operator 72 hours in advance for any interruption to the pipe.

Contractor is not allowed to operate the plant. Any valves that need to be closed or opened to perform the work as shown on the plans shall be operated by the plant Operator.

77-3.02 MATERIALS

The existing discharge lines consists of two 6 inch PVC pipes.

New section of pipe shall be Sch 80 PVC

77-2.03 CONSTRUCTION

All work performed to relocate existing discharge lines shall be per state, local, standards and regulations.

Excavation and backfill must comply with section 19.

Surfaces and materials disturbed while relocating discharge line outside the limit of the proposed improvements shall be restored to their previous condition after construction.

Before removing existing inlet at location DI#8 and DI#7, Contractor shall propose a temporary connection of the backwash lines to the existing storm drain pipe heading north to the ponding basin for

approval of the Engineer. The temporary bypass shall operate while the existing storm drain system is being replaced.

Once new storm drain system is in place, intercept the two existing backwash lines at the location shown in the plans, cut and splice them, and redirect them to the new manhole.

Remove temporary bypass after all work is complete and it is no longer needed

77-2.04 PAYMENT

The unit price paid for 6 inch PVC lines shall include full compensation for furnishing all labor, materials, tools, equipment and performing all the work involved in installing new PVC lines (diameter as shown in plans and bid items) including but not limited to coordination with Operator, temporary bypass pipe, cutting existing pipe, splicing, excavation, installation, bedding material, backfilling and any other necessary material or work as specified in these specifications and plans. The payment for 6 INCH PVC PIPE will be measured and paid for by lineal foot of pipe installed. If a pipe is cut to fit in a specific area the payment quantity is the length of pipe installed and measured along the centerline only.

DIVISION VIII MISCELLANEOUS CONSTRUCTION

78 INCIDENTAL CONSTRUCTION

Add to the end of Section 78-2.01:

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

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

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

DIVISION IX TRAFFIC CONTROL DEVICES

82 SIGNS AND MARKERS

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

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

1. Phrase *Property of The County of Fresno*

Add to Section 82-2.02B:

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

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

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

Add to Section 82-2.02D:

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

Replace Section 82-2.04 with:

82-2.04 PAYMENT

Not Used

Add to the end of Section 82-3.02A:

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

Add to the end of Section 82-3.02B:

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

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

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

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

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

Replace the last paragraph of Section 82-3.04 with:

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

84 MARKINGS

Replace Section 84-1.03 with:

84-1.03 Construction

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

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

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

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

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

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

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

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

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

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

DIVISION XI MATERIALS

90 CONCRETE

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

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

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

Max.

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

Replace the 3rd sentence of Item 3 of the list in the 3rd paragraph of Section 90-4.02 with:

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

92 ASPHALT BINDERS

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

Replace the word “Department” with “Caltrans” in footnote ‘b’ of the 1st table in Section 92-1.02B.

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

94 ASPHALTIC EMULSIONS

Replace Section 94-1.02E with:

94-1.02E Cationic Emulsified recycling Agent

Not Used

Replace Section 94-1.02G with:

94-1.02G Bonded Wearing Course Asphaltic Emulsions

Not Used

Replace Section 94-1.02H with:

94-1.02H Rapid Setting Polymer Modified Rejuvenating Asphaltic Emulsions

Not Used

Replace Section 94-1.02K with:

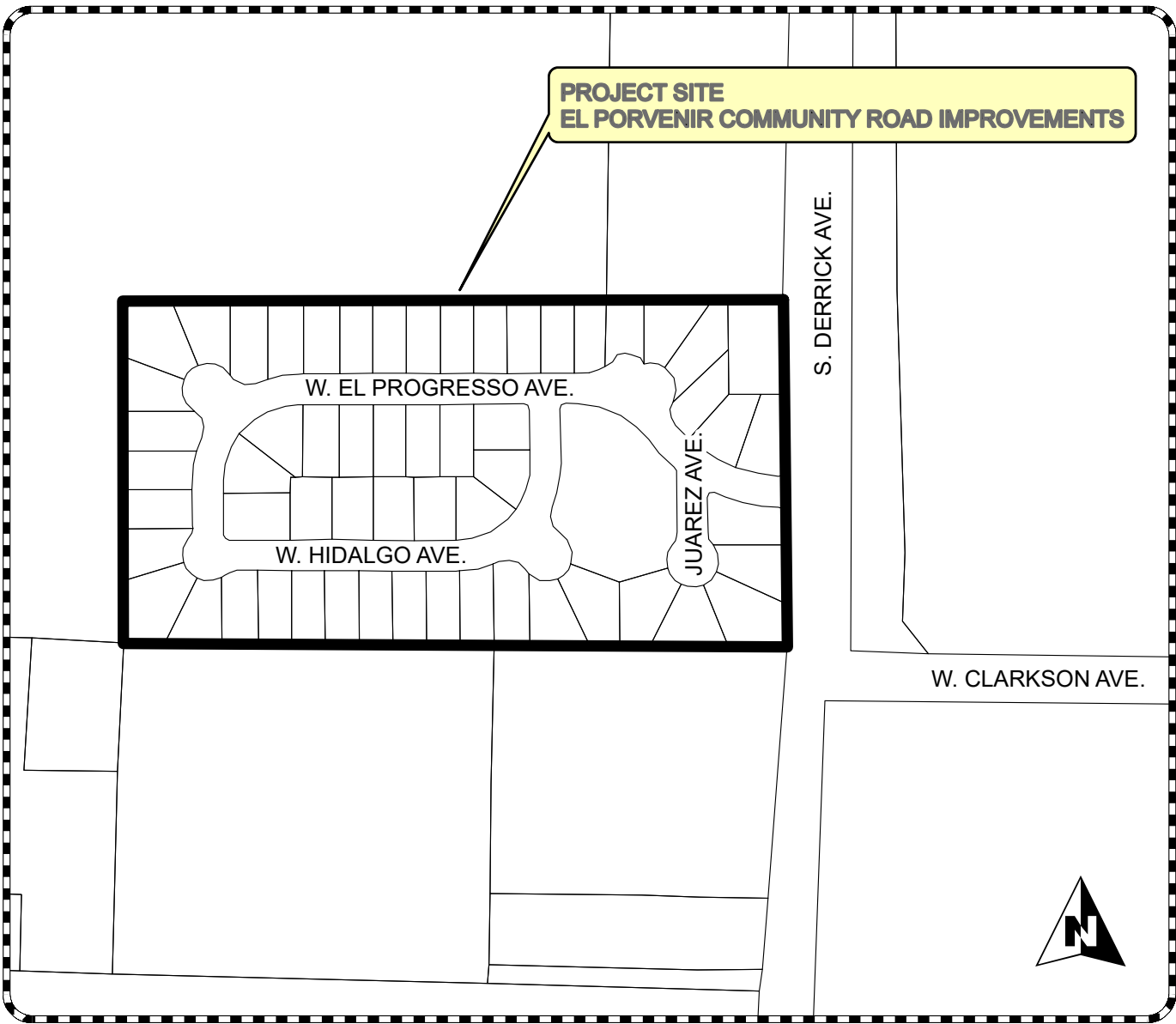
94-1.02K Micro-Surfacing Emulsions

Not Used

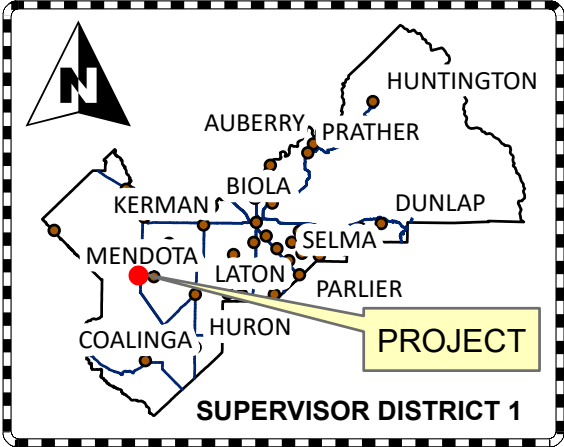
Project Details

PROJECT: EL PORVENIR COMMUNITY ROAD IMPROVEMENTS

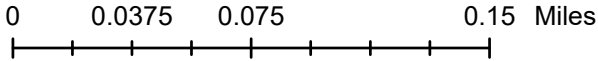
CONTRACT: 25-02-C



LOCATION MAP



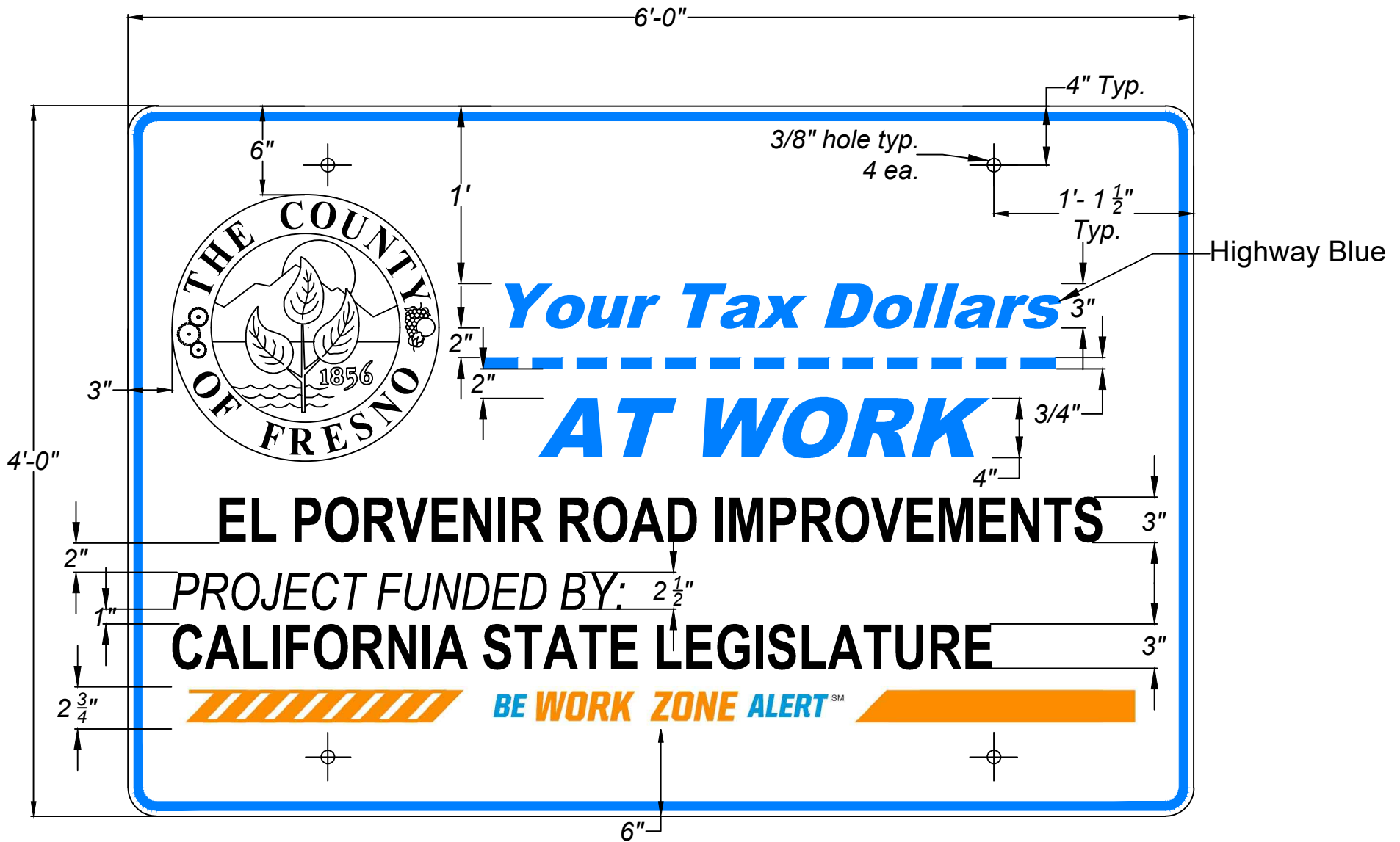
VICINITY MAP



SCALE



**DEPARTMENT OF PUBLIC WORKS
AND PLANNING**



	DATE:	SCALE: NONE		DEPARTMENT OF PUBLIC WORKS AND PLANNING
DESIGNED: N/A		DRAWING NO. XX		CONSTRUCTION PROJECT FUNDING SIGN EL PORVENIR ROAD IMPROVEMENTS
DRAWN: R.O.J.				
CHECKED: S.A.				



PAVEMENT INVESTIGATION REPORT

**WEST HIDALGO AVENUE, WEST EL PROGRESO
AVENUE AND JUAREZ AVENUE**

COMMUNITY OF EL PORVENIR, COUNTY OF FRESNO, CALIFORNIA

Project Number: A26363.01

For:

County of Fresno
Department of Public Works and Planning
2220 Tulare Street, 6th Floor
Fresno, CA 93721

April 24, 2025



April 24, 2025

A26363.01

Mr. Sebastian Artal, PE
County of Fresno
Department of Public Works and Planning
2220 Tulare Street, 6th Floor
Fresno, CA 93721

Subject: Pavement Investigation Report
West Hidalgo Avenue, West El Progreso Avenue and Juarez Avenue
Community of El Porvenir, County of Fresno, California

Dear Mr. Artal:

We are pleased to submit this pavement investigation report for the reconstruction of various roadways within the Community of El Porvenir in the County of Fresno, California.

The contents of this report include the purpose of the investigation, scope of services, background information, investigative procedures, our findings, evaluation, conclusions, and recommendations.

It is recommended that Moore Twining be retained to provide inspection and testing services for the excavation, earthwork and pavement phases of construction. These services are necessary to determine if the subsurface conditions are consistent with those used in the analyses and formulation of recommendations for this investigation, and if the construction complies with our recommendations.

We appreciate the opportunity to be of service to the County of Fresno. If you have any questions regarding this report, or if we can be of further assistance, please contact us at your convenience at 800-268-7021.

Sincerely,
MOORE TWINING ASSOCIATES, INC.

Read Andersen, RGE
Manager
Geotechnical Engineering Division

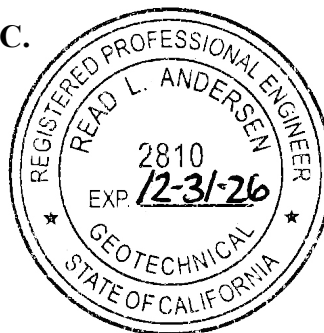


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PAVEMENT INVESTIGATION REPORT

WEST HIDALGO AVENUE, WEST EL PROGRESO AVENUE AND JUAREZ AVENUE

COMMUNITY OF EL PORVENIR, COUNTY OF FRESNO, CALIFORNIA

Project Number: A26363.01

1.0 INTRODUCTION

This report presents the results of a pavement investigation for the subject roadways in the community of El Porvenir in the County of Fresno, California. Moore Twining Associates, Inc. (Moore Twining) was authorized by Fresno County to perform this investigation.

The contents of this report include the purpose of the investigation and the scope of services provided. The site description, history, previous studies and anticipated construction are discussed. In addition, a description of the investigative procedures used and the subsequent findings obtained are presented. Finally, the report provides an evaluation of the findings, general conclusions, and related recommendations. The report appendices contain the drawings (Appendix A); the logs of borings (Appendix B); the results of laboratory tests (Appendix C); dynamic cone penetration test data (Appendix D); and photographs (Appendix E).

2.0 PURPOSE AND SCOPE OF INVESTIGATION

2.1 Purpose: The purpose of the investigation was to conduct a field exploration and a laboratory testing program, evaluate the data collected during the field and laboratory portions of the investigation, and provide the following:

- 2.1.1 A general description of the observed pavement surface conditions;
- 2.1.2 The thicknesses of the existing pavement sections encountered;
- 2.1.3 A description of the subgrade soil conditions encountered;
- 2.1.4 Recommendations for reconstruction of the existing pavement sections; and
- 2.1.5 Final test boring logs and laboratory test results.

This report is provided specifically for the segments of El Progreso Avenue, Hidalgo Avenue, and Juarez Avenue described in the Site Description section of this report. This investigation did not include an evaluation of surface drainage, subsidence, civil engineering design, identification of underground utility impacts, an aerially deposited lead survey, nor in-place density tests.

2.2 Scope: Our proposal, dated May 3, 2024, outlined the scope of our services. The actions undertaken during the investigation are summarized as follows.

- 2.2.1 A visual site reconnaissance and subsurface exploration were conducted.
- 2.2.2 Laboratory tests were conducted to determine selected physical and engineering properties of the aggregate base and subgrade soils encountered.
- 2.2.3 Mr. Sebastian Artal and Mr. David Kwan (Fresno County Department of Public Works and Planning) was consulted during the investigation.
- 2.2.4 The data obtained from the investigation were evaluated with regard to the various pavement reconstruction options.
- 2.2.5 This report was prepared to describe the background information, the investigation procedures, our findings, evaluation, conclusions and recommendations.

3.0 BACKGROUND INFORMATION

The site description and anticipated construction are summarized in the following subsections.

3.1 Site Description: The subject project includes West El Progreso Avenue, West Hidalgo Avenue, and Juarez Avenue within the community of El Porvenir in the Three Rocks area of the County of Fresno, California. A site location map is provided as Drawing No. 1 in Appendix A.

The subject road segments are residential streets, about 32 feet wide, with a concrete curb and gutter on both sides of the roads. The subject streets are bordered by residential development with concrete driveway approaches. Numerous underground utility services are located within the roadways.

In general, the existing asphalt concrete wear surfaces were observed to be in a poor condition and exhibited distress including longitudinal cracking, transverse cracking, alligator cracking, and weathering. Depressions where surface runoff ponds were noted throughout the roadways, creating a subtle wavy road surface profile. In addition, differential movement was noted in the curb/gutter in some locations. In addition, patches from utility installation and/or repair were noted within most of the roadways. Photographs of some of the observed conditions are included in Appendix E of this report.

3.2 Anticipated Construction: It is our understanding areas the subject roadways do not drain effectively, which has been suspected to be due to differential subsidence. In order to correct the surface drainage and flooding type issues, it is our understanding West El Progreso Avenue, West Hidalgo Avenue, and Juarez Avenue are planned to be reconstructed to new elevations. It is our understanding some areas may be lowered in elevation by ~1 foot in some areas. As part of the project, most of the concrete curb and gutter will be reconstructed and the existing driveway approaches will need to be modified. Based on information provided by Fresno County, it is understood that a structural pavement section for a traffic index range of 5 to 7 is desired for the road segments.

4.0 INVESTIGATIVE PROCEDURES

The field exploration and laboratory testing programs conducted for this investigation are summarized in the following subsections.

4.1 Field Exploration: The field exploration consisted of a visual site reconnaissance of the existing roadway surfaces, coring the pavements to measure the existing pavement section thicknesses, drilling borings to collect samples of the underlying aggregate base and subgrade soils, and dynamic cone penetration testing.

4.1.1 Site Reconnaissance: The site reconnaissance consisted of walking and driving the roadway segments to identify the general surface condition of the existing pavements. The reconnaissance was conducted by a Moore Twining project engineer on June 20, 2024. The general features noted are described in the “Background Information,” and Section 5.1 of this report. Photographs of the existing pavement surface conditions are included in Appendix E of this report.

4.1.2 Pavement Coring and Borings: Prior to the pavement investigation work, an encroachment permit was obtained from the County of Fresno. On June 20, 2024, borings were cored and drilled at four (4) locations (labeled C-1 through C-4) within the existing roadways to depths of about 5 feet below the existing pavement surface. The core locations were coordinated with Fresno County. The approximate boring locations are depicted on Drawing No. 2 in Appendix A. The logs of borings are included in Appendix B. In addition, photographs of the cores obtained during the investigation are included in Appendix E.

The pavement coring was conducted using a hand operated coring machine equipped with a 4 inch diameter coring barrel. The borings were then drilled using a CME 75 drill rig equipped with 6-5/8 inch hollow stem augers. The soils encountered in the test borings were logged during drilling by a staff engineer. The field soil classification was in accordance with the Unified Soil Classification System and consisted of particle size, color, and other distinguishing features of the soil.

In addition to the soil sampling, dynamic cone penetration (DCP) tests were conducted at three (3) of the boring locations in accordance with ASTM D6951 to assess the general penetration resistance/stiffness of the subgrade soils. The dynamic cone penetration test consists of advancing a 5/8 inch diameter stainless steel rod with a cone tip into the ground using a 17.6 pound slide hammer free falling 22.6 inches for each drop. The number of blows and depth of tip penetration are recorded. The field data included recording the tip penetration for every 5 blows of the hammer. The results of the DCP tests are included in Appendix D.

The core/boring locations were estimated by pacing with reference to existing roadway features. Elevations of the test borings were not surveyed as a part of the investigation.

The cores/borings were backfilled with granular soils and patched with asphalt cold patch to a thickness at least equal to the existing asphalt concrete thickness.

4.1.3 Soil Sampling: During drilling of the test borings, bulk samples of the aggregate base and subgrade soil were obtained and were taken to Moore Twining's laboratory for laboratory testing.

4.2 Laboratory Testing: The laboratory testing was programmed to determine selected physical and engineering properties of various samples of aggregate base and subgrade soils, including sieve analysis, liquid and plastic limits, moisture content, sulfate content, and R-value testing.

The results of laboratory tests are included in Appendix C. These data, along with the field observations, were used to prepare the final test boring logs in Appendix B.

5.0 FINDINGS AND RESULTS

The findings and results of the field exploration and laboratory testing are summarized in the following subsections.

5.1 Pavement Surface Conditions: The condition of the existing pavement surfaces were observed as part of this investigation. The majority of the pavement surface exhibited distress in the form of alligator cracking, block cracking, areas of patches, weathering, longitudinal cracking and transverse cracking. Depressions and a wavy profile (low and high areas) were noted within the roadways and differential movement was noted in the curb and gutter at some locations. Photographs of the observed conditions are included in Appendix E of this report.

5.2 Existing Pavement Thicknesses, Subgrade Soils and R-Value Results: The existing pavement sections encountered at the core locations ranged from 3 inches to 5 inches of asphalt concrete, over 4½ to 9½ inches of aggregate base, which was classified as a clayey sand with gravel at core locations C-1 and C-4 and a silty gravel and silty sand with gravel at the other two locations. The subgrade soils encountered below the pavement section generally consisted of sandy lean clay, lean clay and clayey sand. This finding is consistent with information reviewed from the Web Soil Survey (U.S. Department of Agriculture), which maps Cerini sandy loam within the project areas.

The results of testing one bulk sample of the sandy lean clay subgrade indicated a maximum dry density of 127.7 pounds per cubic foot at an optimum moisture content of 9.4 percent. The moisture contents of the subgrade soil samples tested ranged from 3.8 to 10.1 percent. The results of the moisture content tests and the dynamic cone penetration tests did not identify overly soft or overly moist subgrade conditions.

A sieve analysis and Atterberg limits tests conducted on a sample of the base material collected from below the asphalt concrete at core location C-1 indicated a fines content of 23.8 percent (passing the No. 200 sieve) and a plasticity index of 12, indicating the presence of plastic fines.

The thicknesses of the existing asphalt concrete pavement sections and a description of the subgrade soils encountered at the core/test boring locations are summarized below in Table No. 1. In addition, photographs of selected cores obtained during the investigation are included in Appendix E.

Table No. 1
Thickness of Asphalt Concrete Pavement Sections and
Subgrade Soils Encountered

Core Location	Asphalt Concrete Thickness (inches) ¹	Pavement Fabric	Aggregate Base Thickness (inches)	Subgrade Soil Type	Subgrade R-Value Test Results
C-1	3.9	NE	5 (Clayey Sand with Gravel)	Sandy Lean Clay	25
C-2	3.3	NE	6 (Silty Gravel with Sand)	Lean clay	15
C-3	3.0	NE	9½ (Silty Sand With Gravel)	Clayey Sand with Gravel	54
C-4	5.0	NE	4½ (Clayey Sand with Gravel)	Thin layer of clayey sand underlain by sandy lean clay	29

Notes: 1. The asphalt concrete (AC) thicknesses are reported based on an average of four (4) measurements rounded to the nearest 0.1 inch.
NE - Not Encountered

5.3 Sulfate Test Results: The results of laboratory testing conducted on three (3) samples of the subgrade soils to determine the concentrations of sulfate are summarized in the table below.

Table No. 2
Sulfate Test Results

Core Location	Sample Depth (Feet)	Concentration of Sulfate by Weight (ppm)
C-1	0.8 - 5	4,900
C-3	1 - 5	1,900
C-4	0.7 - 2.5	4,700

ppm - parts per million

6.0 ASPHALT CONCRETE PAVEMENT EVALUATION

The evaluations associated with the proposed pavement reconstruction are included below.

6.1 Asphalt Concrete Pavement Surface Conditions and Subgrade Soils: Based on our visual observations, the existing asphalt concrete pavements were generally in a poor condition based on the extent and severity of distress. It is our understanding the project will include reconstruction of the pavements due in part to the grade changes that are required to establish drainage. Based on the information requested by Fresno County, it is understood a traffic index range from 5 to 7 is required for design. The typical target design life is 20 years for new pavements.

The subgrade soils encountered below the existing pavement section at the core locations generally consisted of sandy lean clays, lean clay and clayey sands. Based on the results of the R-value testing conducted on the subgrade samples, a design R-value of 15 was selected.

6.2 Asphalt Concrete Pavement Section Design: Evaluation of the pavement structure for a replacement pavement section depends on factors such as the anticipated traffic loading, and the subgrade soil properties.

Pavement thickness design analysis was conducted using the gravel equivalent method in accordance with the California Department of Transportation Highway Design Manual. The analysis was based on a traffic index values ranging from 5 to 7. Pavement section thickness recommendations for a traditional two-layer pavement based on a R-value of 15 are included in Section 8.2 of this report.

Based on the Guidelines for the Stabilization of Subgrade Soil in California, prepared by the University of California Pavement Research Center, the concentration of sulfates detected in the subgrade samples tested is associated with a “moderate” risk for sulfate induced heave when additives such as lime or cement are used. Thus, due to the high concentrations of sulfates indicated in two (2) out of the three (3) subgrade samples tested (4,900 and 4,700 parts per million), chemical stabilization approaches such as use of lime or cement are not recommended for the project.

7.0 CONCLUSIONS

Based on the data collected during the field exploration and laboratory testing program, our experience in the vicinity of the project site, and our understanding of the project, the following general conclusions are presented.

- 7.1 The existing pavement sections encountered at the core locations ranged from 3 inches to 5 inches of asphalt concrete, over 4½ to 9½ inches of aggregate base, which was classified as a clayey sand with gravel at core location C-1 and C-4 and a silty gravel and silty sand with gravel at the other two core locations. The pavement sections encountered are summarized in Table No. 1 of this report and are shown graphically on the boring logs in Appendix B.
- 7.2 The subgrade soils encountered below the existing pavement section at the core locations generally consisted of sandy lean clays, lean clay and clayey sand. Based on the results of the testing conducted as part of this report, a design R-value of 15 was selected for the subgrade soil conditions encountered.
- 7.3 Laboratory testing conducted on three (3) subgrade soil samples indicated from 1,900 to 4,900 parts per million (by weight) concentrations of sulfate. Based on the results of the testing, as noted in Section 6.2 of this report, chemical stabilization approaches such as use of lime or cement are not recommended for the project. Thus, this report provides recommendations for construction of new pavement structural sections based on the requested range of traffic indexes.

8.0 RECOMMENDATIONS

Based on the evaluation of the field and laboratory data and our experience with similar projects, the following recommendations are presented for use in the project design and construction. However, this report should be considered in its entirety. When applying the recommendations for design, the background information, procedures used, findings, evaluations and conclusions should be considered. The recommendations of this report should be incorporated into the project plans and specifications.

It is anticipated that a set of plans and specifications will be developed by others to detail the construction requirements for the pavement reconstruction.

Where the requirements of a governing agency, product manufacturer or utility agency differ from the recommendations of this report, the more stringent recommendations should be applied to the project.

8.1 General

- 8.1.1 Moore Twining should be retained to review the final pavement improvement plans so that any relevant recommendations can be presented.
- 8.1.2 A preconstruction meeting including, as a minimum, the owner, general contractor, earthwork contractor, paving subcontractor, and Moore Twining should be scheduled at least one week prior to the start of construction or demolition. The purpose of the meeting should be to discuss critical project requirements and scheduling.
- 8.1.3 If overly moist clayey soils are encountered during construction, it is anticipated the subgrade will experience instability under construction vehicle loading and difficulties to achieve compaction will be provided. Thus, aeration such as by repeated mixing/scarification or placement of a bridge lift to achieve stabilization should be implemented if overly moist soil conditions are encountered. In order to reduce the potential for subgrade instability resulting from construction equipment, it is recommended the pavement rehabilitation work that requires exposing the subgrade be conducted during the summer months when temperatures are higher.
- 8.1.4 The depth of existing utilities should be evaluated to determine potential impacts and conflicts with the proposed excavation, preparation and new pavement construction.
- 8.1.5 If actual pavement subgrade materials are significantly different from those tested for this study due to unanticipated grading or soil importing, the pavement sections should be re-evaluated for the changed subgrade conditions.
- 8.1.6 Pavement materials and construction methods should conform to the project specifications, as applicable.
- 8.1.7 It is recommended the asphalt concrete, including the joint density, should be compacted to an average relative compaction of 93 percent, with no single test value being below a relative compaction of 91 percent and no single test value being above a relative compaction of 97 percent of the referenced laboratory density determined according to ASTM D2041.

8.2 New Asphalt Concrete Pavements

- 8.2.1 The following two-layer (asphalt concrete and aggregate base) pavement section thicknesses were based on traffic index values ranging from 5 to 7 as requested by Fresno County. The pavement thicknesses included in Table No. 3 are based on a design subgrade R-value of 15.

Table No. 3
Design R-value of 15
New Asphalt Concrete Pavement Sections

Traffic Index	AC thickness, inches	AB thickness, inches	Min. Compacted Subgrade, inches
5.0	3	8	6
5.5	3	10	6
6.0	3	11.5	6
6.5	3.5	12.5	6
7.0	4	13	6

AC - Asphalt Concrete in accordance with the project specifications
AB - Class II Aggregate Base compacted to at least 95 percent relative compaction (ASTM D1557)
Subgrade - Subgrade soils compacted to at least 95 percent relative compaction (ASTM D1557)

- 8.2.2 As part of the subgrade preparation, after removal of the existing surface improvements, the subgrade soils should be scarified to a depth of 6 inches, uniformly moisture conditioned to within optimum to three (3) percent above optimum moisture content and compacted to a minimum of 95 percent relative compaction (based on the maximum dry density determined in accordance with ASTM D 1557) and to achieve a stable subgrade condition prior to placement of aggregate base. The subgrade stability should be evaluated by proof rolling in accordance with Section 8.2.3 of this report.
- 8.2.3 Prior to placement of the aggregate base, the prepared native subgrade should be proof-rolled using a loaded water truck under the observations of Moore Twining to confirm a firm, non-yielding condition. Soft, unstable areas should be repaired to achieve a surface compact, stable subgrade condition prior to placement of the aggregate base.

8.3 Pavement Maintenance

The pavement recommendations assume that proper maintenance will be performed on an as needed basis for longevity and safety. When properly performed, regular maintenance of asphalt concrete pavements can maintain the integrity of the pavements and maximize the serviceable life of the pavement. The following general guidelines have been prepared for future maintenance of the asphalt concrete pavements at this site.

- 8.3.1 The surface of the pavement should be monitored on a regular basis to review visual distress, adjacent irrigation, surface drainage and performance of prior maintenance activities. At a minimum, regular observations and assessment of the overall pavements should be conducted about every 3 years until distress features begin manifesting, at which point the frequency of observations should be increased.
- 8.3.2 Crack sealing should be conducted on a regular basis to reduce surface water infiltration below the pavements.
- 8.3.3 Runoff from adjacent properties should be monitored regularly for ponding of water and excessive runoff into the shoulders. Areas of ponding water and drainage issues should be corrected expeditiously.
- 8.3.4 A sealcoat, and crack sealing/patching as required, should be conducted generally about every 3 to 5 years, or as determined based on the results of regular pavement monitoring.

9.0 DESIGN CONSULTATION

- 9.1 It is recommended the client provide plans and specification documents for our review prior to their issuance for construction bidding purposes.

10.0 CONSTRUCTION MONITORING

- 10.1 It is recommended that Moore Twining be retained to observe the excavation, earthwork, and pavement construction phases of work to determine that the subsurface conditions are compatible with those used in the analysis and design.
- 10.2 Moore Twining can conduct the necessary observation and field testing to provide results so that action necessary to remedy indicated deficiencies can be taken in accordance with the plans and specifications. Upon completion of the work, a written summary of our observations, field testing and conclusions will be provided regarding the conformance of the completed work to the intent of the plans and specifications. This service is not, however, part of this current contractual agreement.

- 10.3 In the event that the earthwork operations for this project are conducted such that the construction sequence is not continuous, (or if construction operations disturb the surface soils) it is recommended that the exposed subgrade be tested to verify adequate compaction and/or moisture conditioning. If adequate compaction or moisture contents are not verified, the fill soils should be over-excavated, scarified, moisture conditioned and compacted are recommended in the Recommendations of this report.
- 10.4 The construction monitoring is an integral part of this investigation. This phase of the work provides Moore Twining the opportunity to verify the subsurface conditions interpolated from the soil borings and make alternative recommendations if the conditions differ from those anticipated.
- 10.5 If Moore Twining is not retained to provide engineering observation and field-testing services during construction activities related to earthwork, pavements and trenches; then, Moore Twining will not be responsible for compliance of any aspect of the construction with our recommendations or performance of the structures or improvements if the recommendations of this report are not followed. After their review, the firm should, in writing, state that they understand and agree with the conclusions and recommendations of this report and agree to conduct sufficient observations and testing to ensure the construction complies with this report's recommendations. Moore Twining should be notified, in writing, if another firm is selected to conduct observations and field-testing services prior to construction.

11.0 NOTIFICATION AND LIMITATIONS

- 11.1 The conclusions and recommendations presented in this report are based on the information provided regarding the proposed construction, and the results of the field and laboratory investigation, combined with interpolation of the subsurface conditions between boring locations. The nature and extent of subsurface variations between borings may not become evident until construction.
- 11.2 If variations or undesirable conditions are encountered during construction, Moore Twining should be notified promptly so that these conditions can be reviewed and our recommendations reconsidered where necessary. It should be noted that unexpected conditions frequently require additional expenditures for proper construction of the project.
- 11.3 If the proposed construction is relocated or redesigned, or if there is a substantial lapse of time between the submission of our report and the start of work (over 12 months) at the site, or if conditions have changed due to natural cause or construction operations at or adjacent to the site, the conclusions and recommendations contained in this report should be considered invalid unless the changes are reviewed and our conclusions and recommendations modified or approved in writing.

- 11.4 The conclusions and recommendations contained in this report are valid only for the project discussed in the Anticipated Construction section of this report. The use of the information and recommendations contained in this report for other purposes is not recommended. The entity or entities that use or cause to use this report or any portion thereof for other structures or site not covered by this report shall hold Moore Twining, its officers and employees harmless from any and all claims and provide Moore Twining's defense in the event of a claim.
- 11.5 This report presents the results of a geotechnical engineering investigation only and should not be construed as an environmental audit or study.
- 11.6 Our professional services were performed, our findings obtained, and our recommendations prepared in accordance with generally-accepted engineering principles and practices. This warranty is in lieu of all other warranties either expressed or implied.
- 11.7 Reliance on this report by a third party (i.e., that is not a party to our written agreement) is at the party's sole risk. If the project and/or site are purchased by another party, the purchaser must obtain written authorization and sign an agreement with Moore Twining in order to rely upon the information provided in this report for design or construction of the project.

We appreciate the opportunity to be of service to Fresno County. If you have any questions regarding this report, or if we can be of further assistance, please contact us at your convenience.

Sincerely,

MOORE TWINING ASSOCIATES, INC.
Geotechnical Engineering Division



Alan Villegas, EIT
Staff Engineer



Read L. Andersen, RGE
Manager

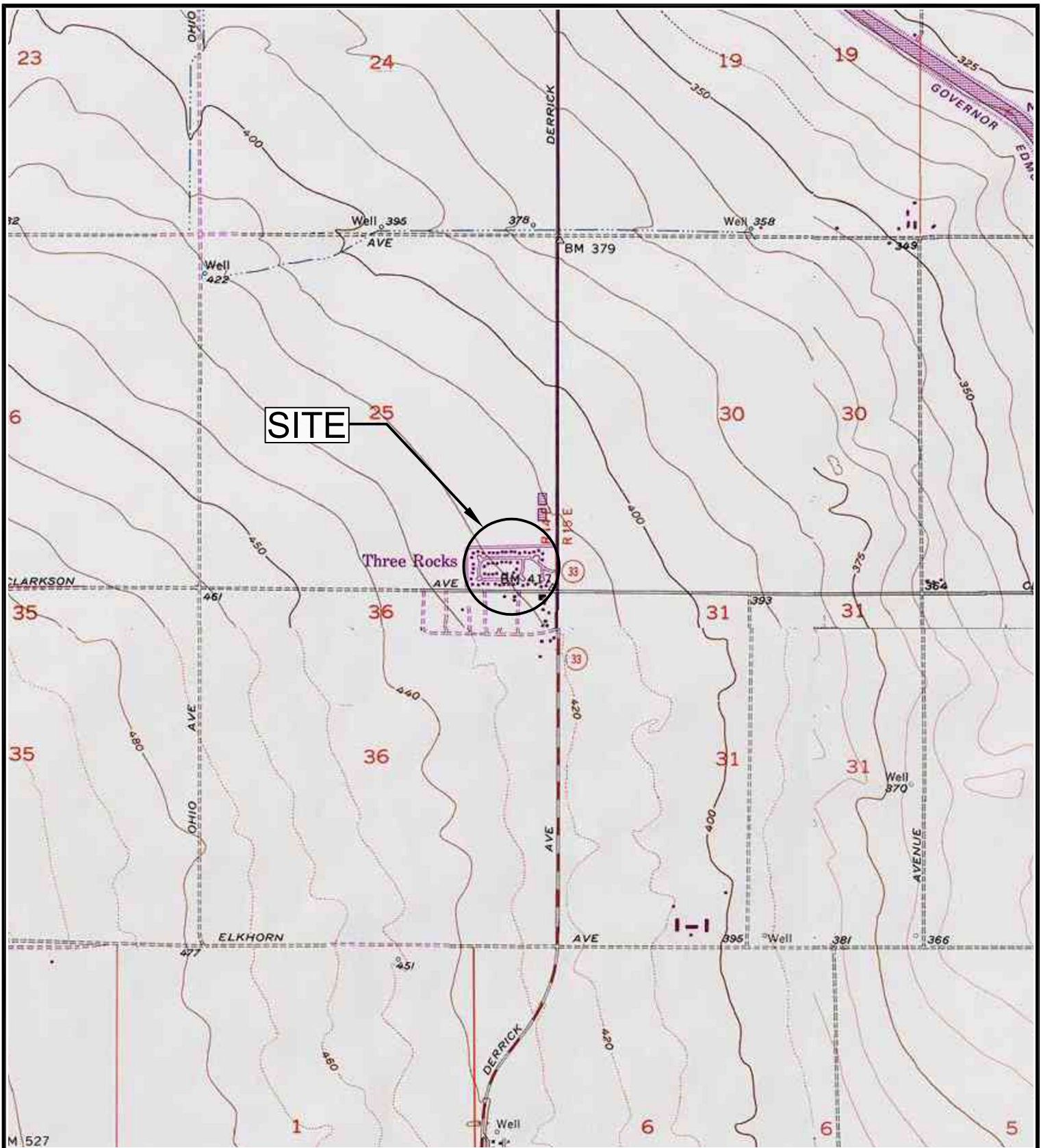


APPENDIX A

DRAWINGS

Drawing No. 1 - Site Location Map

Drawing No. 2 - Core/Boring Location Map



SOURCE: U.S.G.S. TOPOGRAPHIC MAP, 7 ½ MINUTE SERIES
LEVIS, CALIFORNIA QUADRANGLE 1978



SITE LOCATION MAP
EL PORVENIR ROAD RECONSTRUCTION
WEST EL PROGRESSO, JUAREZ & WEST HIDALGO
AVENUE
FRESNO COUNTY, CALIFORNIA

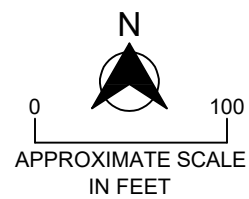
FILE NO.: 26363-01-01	DATE: 08/06/2024
DRAWN BY: RM	APPROVED BY:
PROJECT NO. A26363.01	DRAWING NO. 1



**MOORE TWINING
ASSOCIATES, INC.**



APPROXIMATE PAVEMENT
CORE LOCATION



**MOORE TWINING
ASSOCIATES, INC.**

CORE LOCATION MAP
EL PORVENIR ROAD RECONSTRUCTION
WEST EL PROGRESSO, JUAREZ & WEST HIDALGO AVENUE
FRESNO COUNTY, CALIFORNIA

FILE NO. 26363-01-02	DATE DRAWN: 08/06/2024
DRAWN BY: RM	APPROVED BY:
PROJECT NO. A26363.01	DRAWING NO. 2

APPENDIX B

LOGS OF BORINGS

This appendix contains the final logs of borings conducted at the first core/boring location at each of the sample locations. These logs represent our interpretation of the contents of the field logs and the results of the field and laboratory tests.

The logs and related information depict subsurface conditions only at these locations and at the particular time designated on the logs. Soil conditions at other locations may differ from conditions occurring at these test boring locations. Also, the passage of time may result in changes in the soil conditions at these test boring locations.

In addition, an explanation of the abbreviations used in the preparation of the logs and a description of the Unified Soil Classification System are provided at the end of Appendix B.



MOORE TWINING ASSOCIATES, INC.

Test Boring: C-1

Project: El Porvenir Road Reconstruction, County of Fresno

Project Number: A26363.01

Drilled By: J.C.

Drill Type: CME-75

Auger Type: 6-5/8" Hollow Stem Augers

Hammer Type: NA

Logged By: S.R.

Date: June 20, 2024

Elevation:

Depth to Groundwater

First Encountered During Drilling: NE

ELEVATION/ DEPTH (feet)	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	USCS	Soil Description	Remarks	N-Values blows/ft.	Moisture Content %
0		AC	Asphalt Concrete = 3.9 inches			
		AB	Base = 5 inches (CLAYE SAND WITH GRAVEL; moist, fine to coarse grained, brown)	+4=37% Sand=39.2% -200=23.8% PI=12 LL=20 RV=25		6.0
1		CL	SANDY LEAN CLAY; moist, medium to high plasticity, light brown			5.0
2						
3						
4						
5			Bottom of boring C-1 at 5 feet			

Notes:

Figure Number



MOORE TWINING ASSOCIATES, INC.

Test Boring: C-2

Project: El Porvenir Road Reconstruction, County of Fresno

Project Number: A26363.01

Drilled By: J.C.

Drill Type: CME-75

Auger Type: 6-5/8" Hollow Stem Augers

Hammer Type: NA

Logged By: S.R.

Date: June 20, 2024

Elevation:

Depth to Groundwater

First Encountered During Drilling: NE

ELEVATION/ DEPTH (feet)	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	USCS	Soil Description	Remarks	N-Values blows/ft.	Moisture Content %
0		AC	Asphalt Concrete = 3.3 inches			
		AB	Aggregate Base = 6 inches (SILTY GRAVEL WITH SAND; moist, fine to medium) grained, brown	RV=15		6.0
1		CL	Lean Clay; moist, low to medium plasticity, light brown			10.1
2						
3						
4						
5			Bottom of boring C-2 at 5 feet			

Notes:

Figure Number



MOORE TWINING ASSOCIATES, INC.

Test Boring: C-3

Project: El Porvenir Road Reconstruction, County of Fresno

Project Number: A26363.01

Drilled By: J.C.

Logged By: S.R.

Drill Type: CME-75

Date: June 20, 2024

Auger Type: 6-5/8" Hollow Stem Augers

Elevation:

Hammer Type: NA

Depth to Groundwater

First Encountered During Drilling: NE

ELEVATION/ DEPTH (feet)	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	USCS	Soil Description	Remarks	N-Values blows/ft.	Moisture Content %
0		AC	Asphalt Concrete = 3 inches			
		AB	Aggregate Base = 9.5 inches (SILTY SAND WITH GRAVEL; moist, fine to coarse grained, brown)			
1		SC	CLAYEY SAND WITH GRAVEL; moist, medium to high plasticity, light brown	+4=35% Sand=49.5% -200=15.5% PI=8 LL=21 RV=54		3.8
2						
3						
4						
5			Bottom of boring C-3 at 5 feet			

Notes:

Figure Number



MOORE TWINING ASSOCIATES, INC.

Test Boring: C-4

Project: El Porvenir Road Reconstruction, County of Fresno

Project Number: A26363.01

Drilled By: J.C.

Drill Type: CME-75

Auger Type: 6-5/8" Hollow Stem Augers

Hammer Type: NA

Logged By: S.R.

Date: June 20, 2024

Elevation:

Depth to Groundwater

First Encountered During Drilling: NE

ELEVATION/ DEPTH (feet)	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	USCS	Soil Description	Remarks	N-Values blows/ft.	Moisture Content %
0		AC	Asphalt Concrete = 5 inches			
		AB	Aggregate Base = 4.5 inches (CLAYEY GRAVEL WITH SAND;			
1		SC	moist, fine to medium grained, brown)	+4=3% Sand=52.7% -200=44.3% PI=13 LL=26 RV=29		5.5
		CL	CLAYEY SAND; moist, fine grained, brown SANDY LEAN CLAY; moist, medium to high plasticity, light brown			
2						
3						
4						
5			Bottom of boring C-4 at 5 feet			

Notes:

Figure Number

KEY TO SYMBOLS

Symbol Description

Strata symbols



Asphalt Concrete



Aggregate Base



Lean Clay



Clayey Sand

Soil Samplers



Bulk/Grab sample

Notes:

1. Cores were drilled on June 20, 2024, using a coring machine and a CME 75 drill rig equipped with 6-5/8 inch hollow stem augers.
2. Groundwater was not encountered during drilling. Refer to logs.
3. Core locations were located by pace with reference to the existing site features.
4. These logs are subject to the limitations, conclusions, and recommendations in this report.
5. Results of tests conducted on samples recovered are reported on the logs. Abbreviations used are:

DD =	Natural dry density (pcf)
LL =	Liquid limit (%)
PI =	Plasticity index (%)
-200 =	Percent passing #200 sieve (%)
N/A =	Not applicable
N/E =	None encountered
pcf =	pounds per cubic foot
psf =	pounds per square foot
BSG =	Below Site Grade
RV =	R-value

APPENDIX C**RESULTS OF LABORATORY TESTS**

This appendix contains the individual results of the following tests. The results of the moisture content and dry density tests are included on the test boring logs in Appendix B. These data, along with the field observations, were used to prepare the final test boring logs in Appendix B.

These Included:**To Determine:**

Moisture Content
(ASTM D2216)

Moisture contents representative of field conditions at the time the sample was taken.

Grain-Size Distribution
(ASTM D422)

Size and distribution of soil particles, i.e., sand, gravel and fines (silt and clay).

Atterberg Limits
(ASTM D4318)

Determines the moisture content where the soil behaves as a viscous material (liquid limit) and the moisture content at which the soil reaches a plastic state

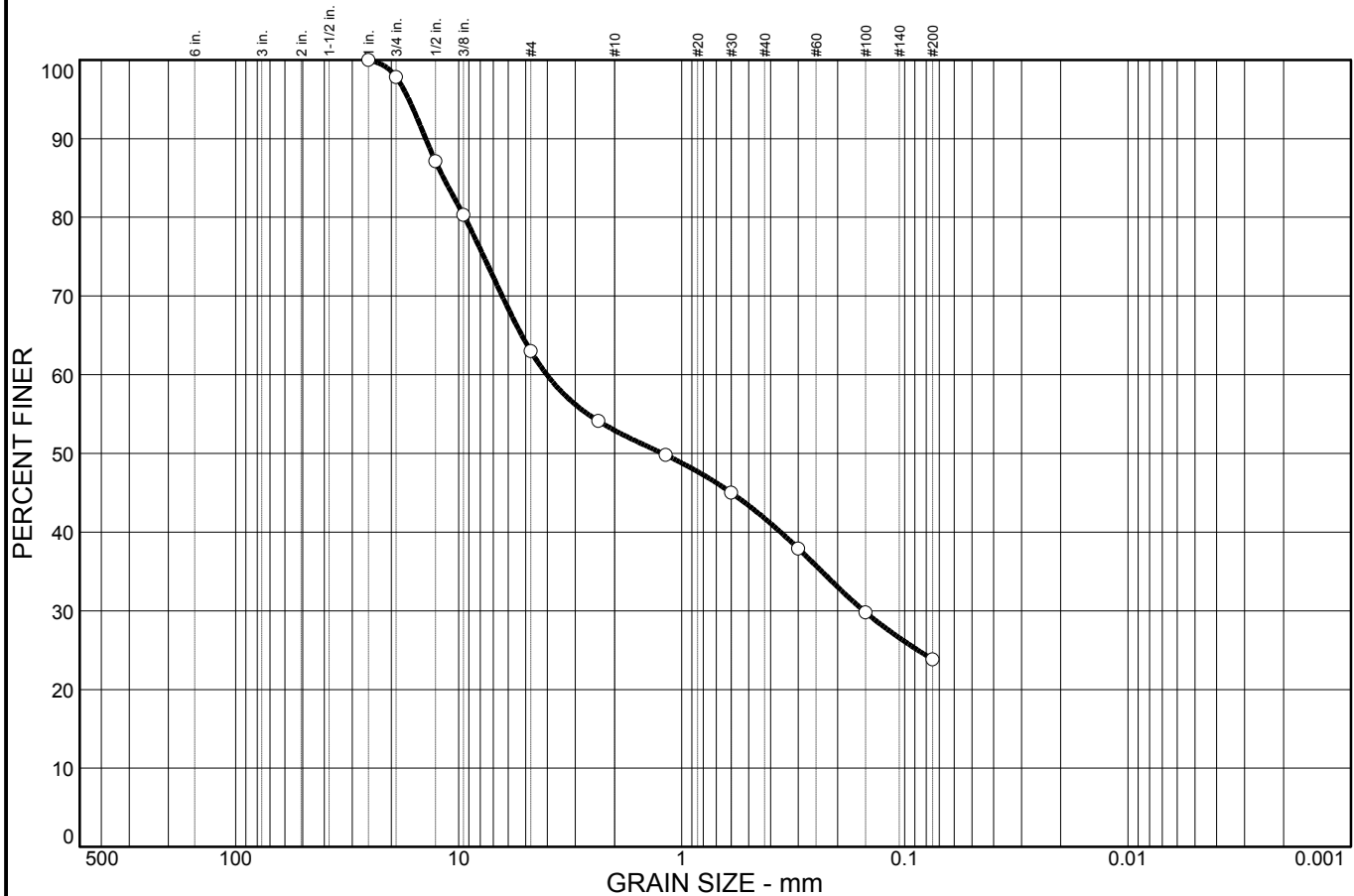
R-Value
(ASTM D2844)

The capacity of a subgrade or subbase to support a pavement section designed to carry a specified traffic load.

Sulfate Content
(Cal Test 417)

Percentage of water-soluble sulfate as SO₄ in soil samples. Used as an indication of the relative potential for sulfate attack on concrete and for selecting the cement type

Particle Size Distribution Report



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	2.2	34.8	10.1	11.2	17.9	23.8	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1 in.	100.0		
3/4 in.	97.8		
1/2 in.	87.1		
3/8 in.	80.3		
#4	63.0		
#8	54.1		
#16	49.8		
#30	45.0		
#50	37.9		
#100	29.8		
#200	23.8		

* (no specification provided)

Material Description
 Clayey sand with gravel

Atterberg Limits
 PL= 14 LL= 26 PI= 12

Coefficients
 D₈₅= 11.7 D₆₀= 4.03 D₅₀= 1.22
 D₃₀= 0.153 D₁₅= D₁₀=
 C_u= C_c=

Classification
 USCS= AASHTO=

Remarks

Sample No.: C-1

Location:

Source of Sample:

Date: 6/20/24

Elev./Depth: 4-10 inches

Moore Twining Associates, Inc.

Fresno, CA

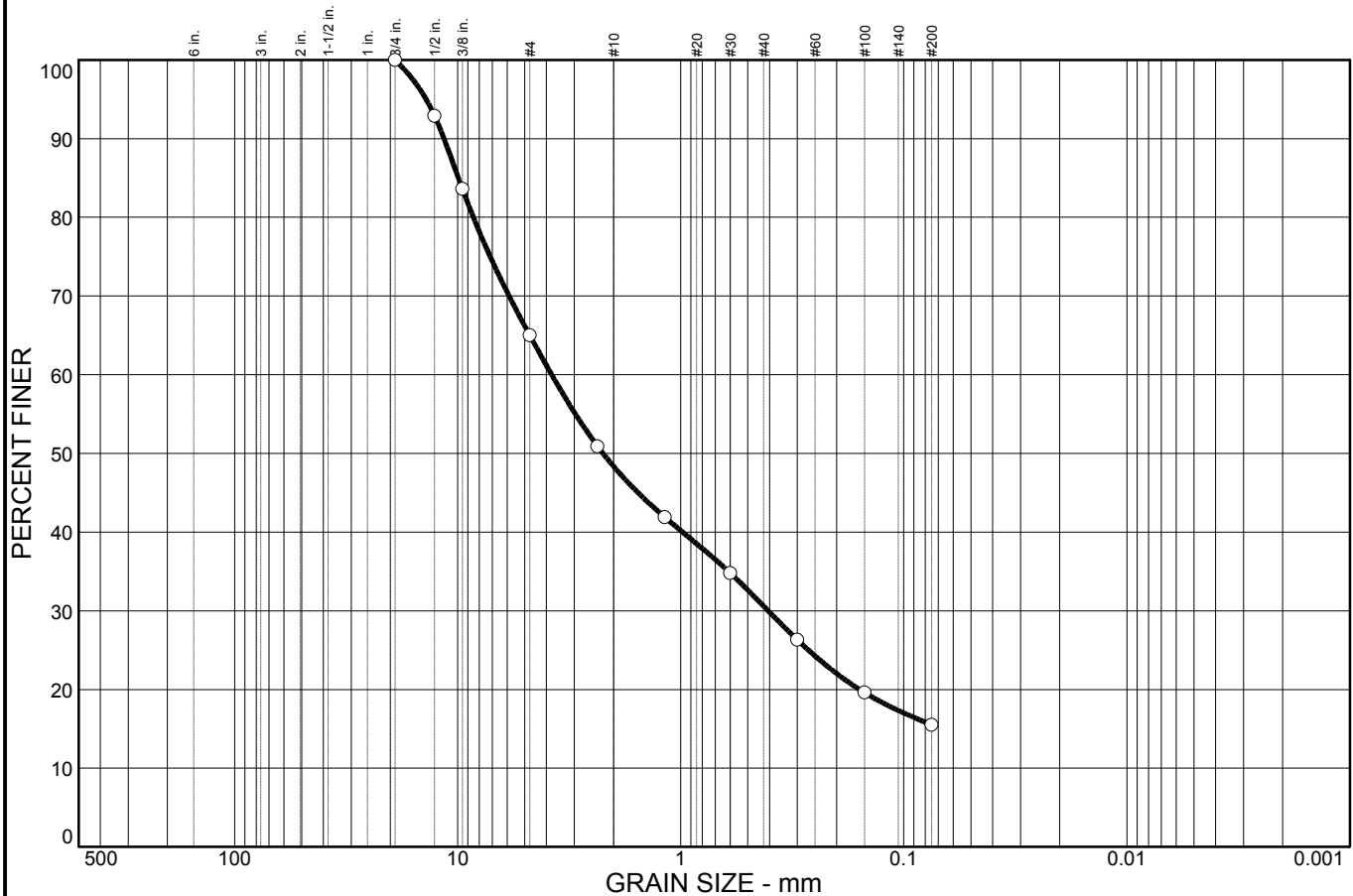
Client: Fresno County Public Works

Project: El Porvenir

Project No: A26263.01

Figure

Particle Size Distribution Report



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	0.0	35.0	16.7	17.7	15.1	15.5	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/4 in.	100.0		
1/2 in.	92.9		
3/8 in.	83.6		
#4	65.0		
#8	50.9		
#16	41.9		
#30	34.8		
#50	26.3		
#100	19.6		
#200	15.5		

* (no specification provided)

Material Description
 Clayey sand with gravel

Atterberg Limits
 PL= 13 LL= 21 PI= 8

Coefficients
 D₈₅= 9.93 D₆₀= 3.79 D₅₀= 2.23
 D₃₀= 0.406 D₁₅= D₁₀=
 C_u= C_c=

Classification
 USCS= SC AASHTO=

Remarks

Sample No.: C-3

Location:

Source of Sample:

Date: 6/20/24

Elev./Depth: 1-5 feet

Moore Twining Associates, Inc.

Fresno, CA

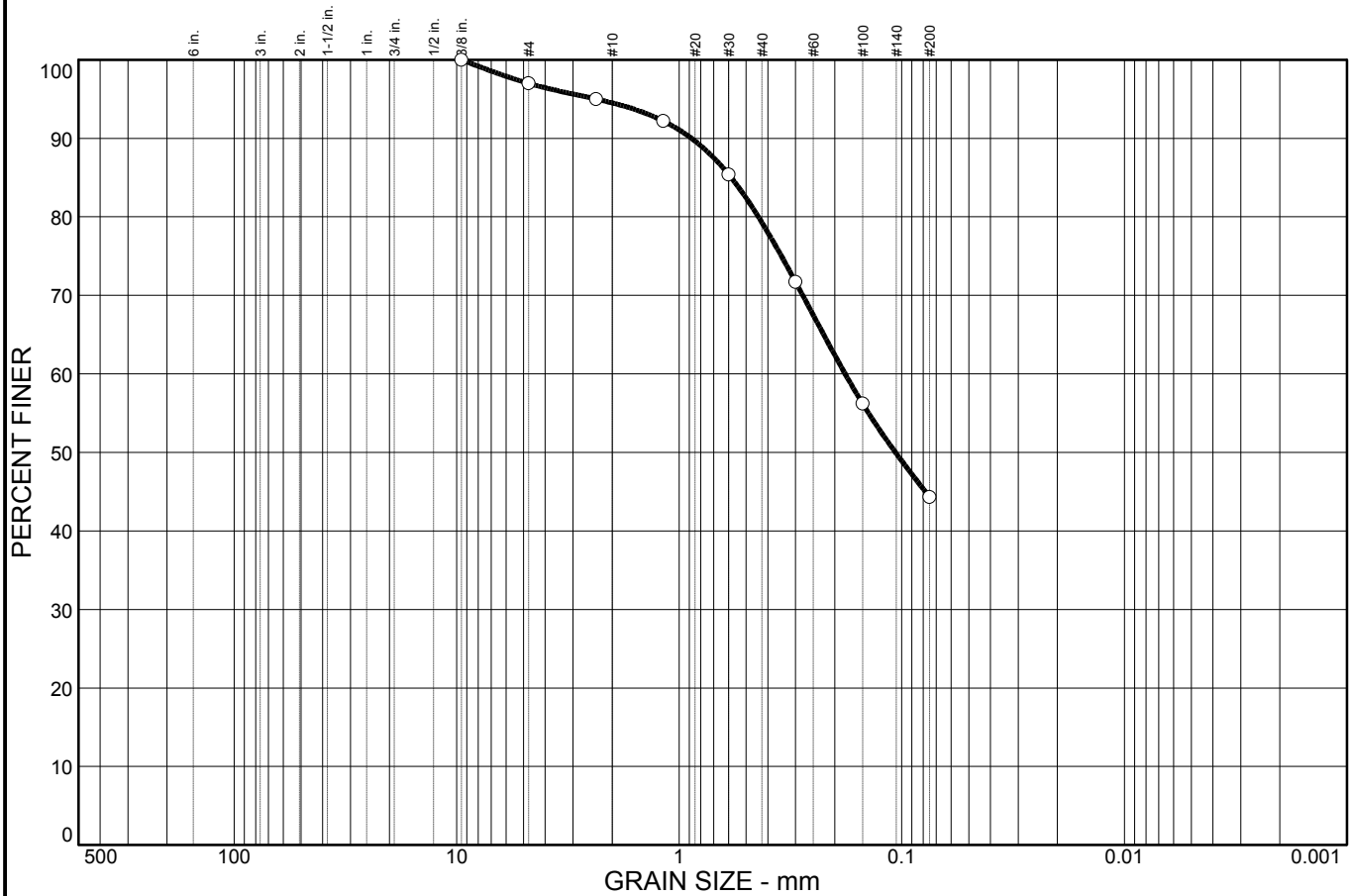
Client: Fresno County Public Works

Project: El Porvenir

Project No: A26263.01

Figure

Particle Size Distribution Report



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	0.0	3.0	2.5	15.3	34.9	44.3	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/8 in.	100.0		
#4	97.0		
#8	95.0		
#16	92.2		
#30	85.4		
#50	71.7		
#100	56.2		
#200	44.3		

* (no specification provided)

Material Description
 Clayey sand

Atterberg Limits
 PL= 13 LL= 26 PI= 13

Coefficients
 D₈₅= 0.585 D₆₀= 0.180 D₅₀= 0.107
 D₃₀= D₁₅= D₁₀=
 C_u= C_c=

Classification
 USCS= SC AASHTO=

Remarks

Sample No.: C-4(b)
Location:

Source of Sample:

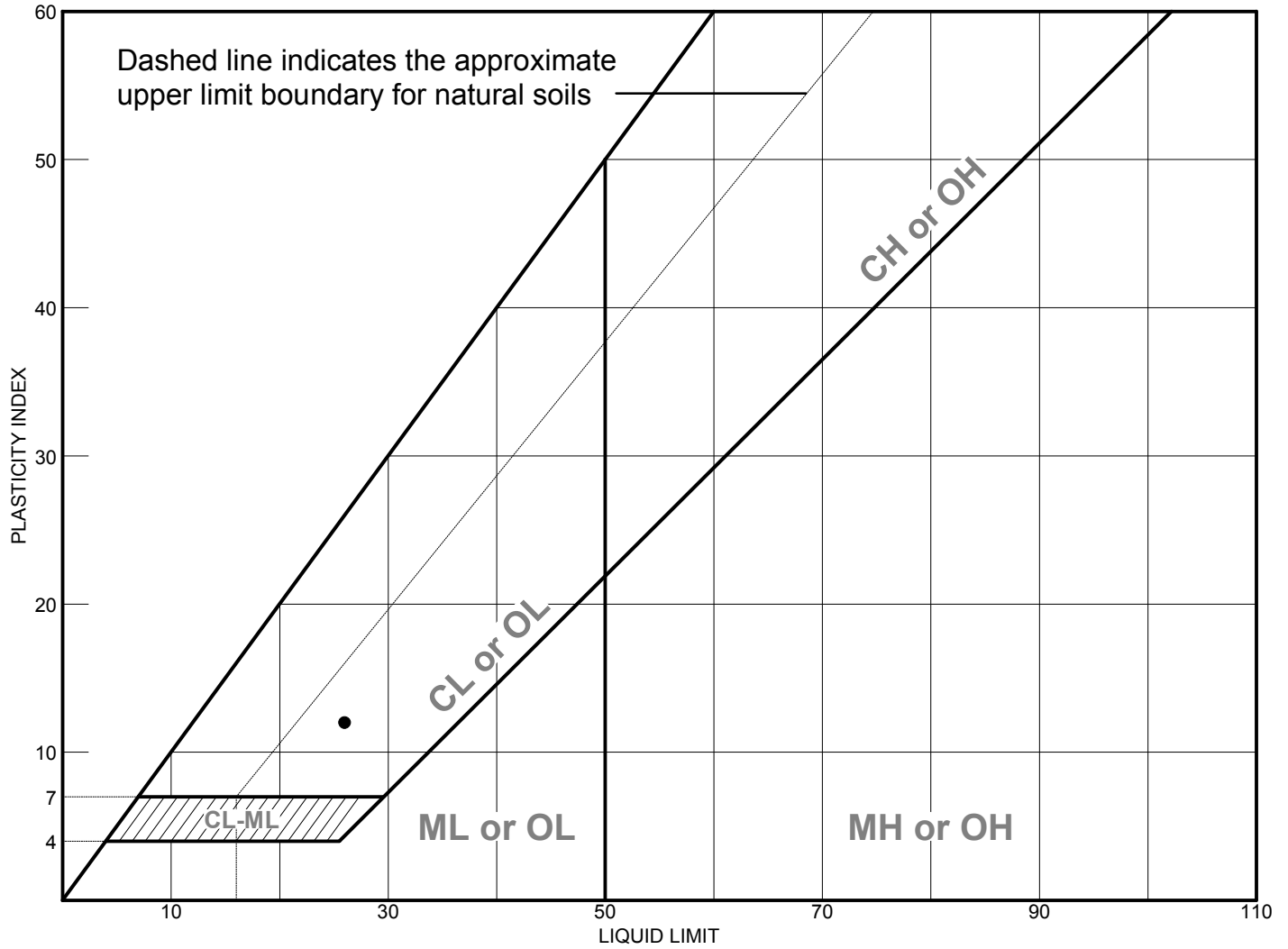
Date: 6/20/24
Elev./Depth: 0.6-2.5 feet

Moore Twining Associates, Inc.
Fresno, CA

Client: Fresno County Public Works
Project: El Porvenir
Project No: A26263.01

Figure

LIQUID AND PLASTIC LIMITS TEST REPORT



	MATERIAL DESCRIPTION	LL	PL	PI	%<#40	%<#200	USCS
●	Clayey sand with gravel	26	14	12	41.7	23.8	

Project No. A26263.01

Client: Fresno County Public Works

Project: El Porvenir

● **Source:**

Sample No.: C-1

Elev./Depth: 4-10 inches

Remarks:

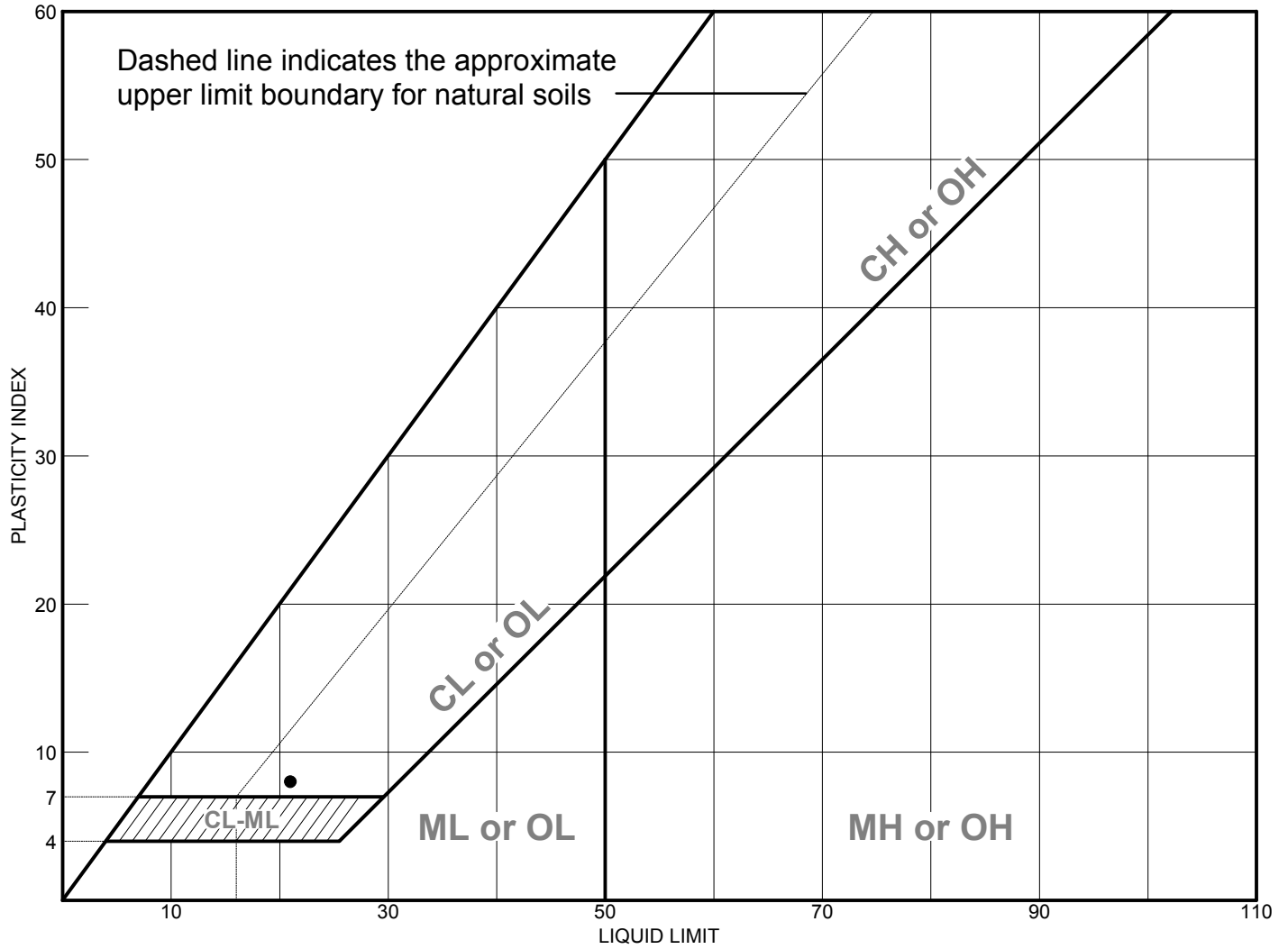
●

Moore Twining Associates, Inc.

Fresno, CA

Figure

LIQUID AND PLASTIC LIMITS TEST REPORT



	MATERIAL DESCRIPTION	LL	PL	PI	%<#40	%<#200	USCS
●	Clayey sand with gravel	21	13	8	30.6	15.5	SC

Project No. A26263.01

Client: Fresno County Public Works

Project: El Porvenir

● **Source:**

Sample No.: C-3

Elev./Depth: 1-5 feet

Remarks:

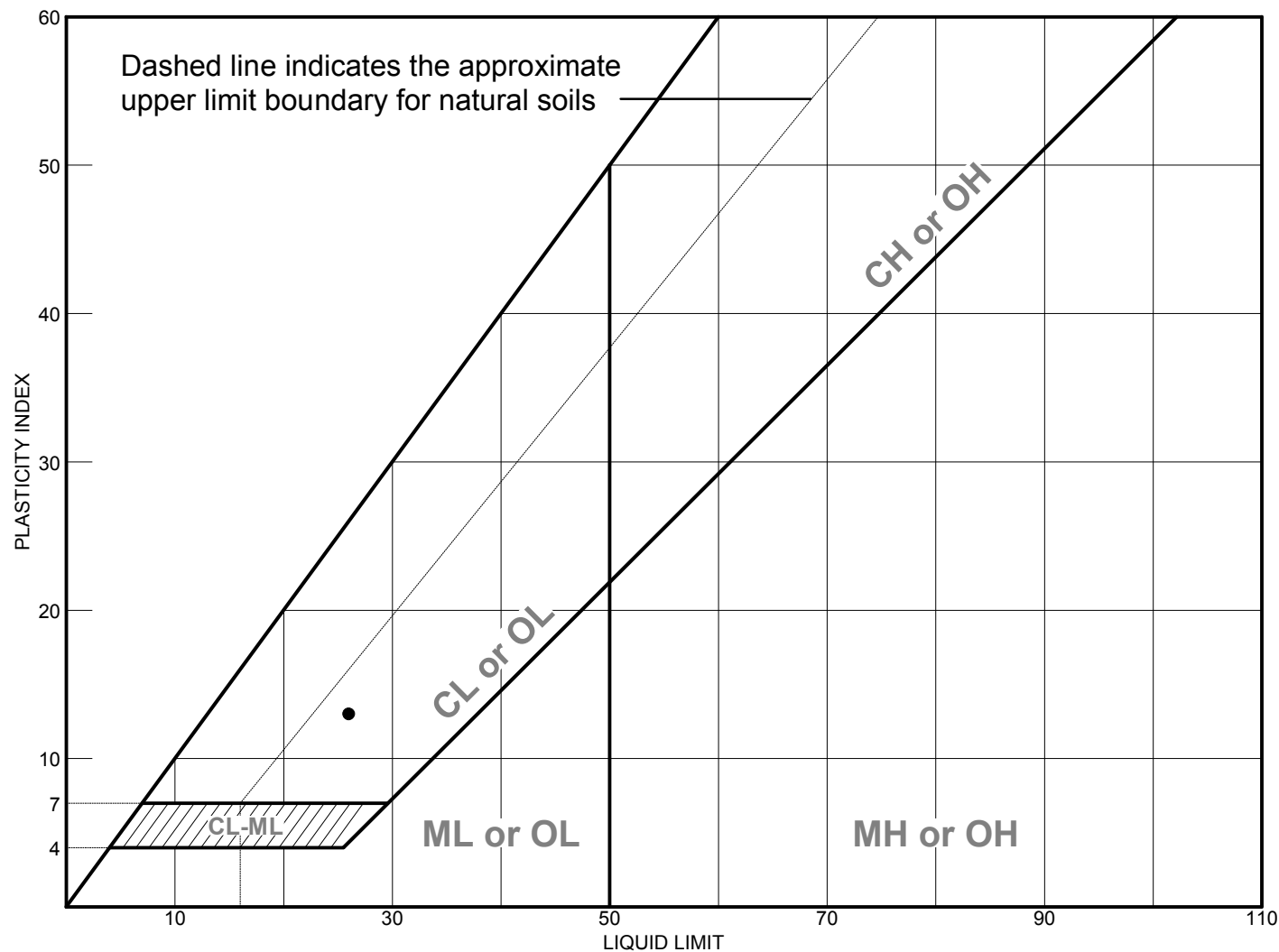
●

Moore Twining Associates, Inc.

Fresno, CA

Figure

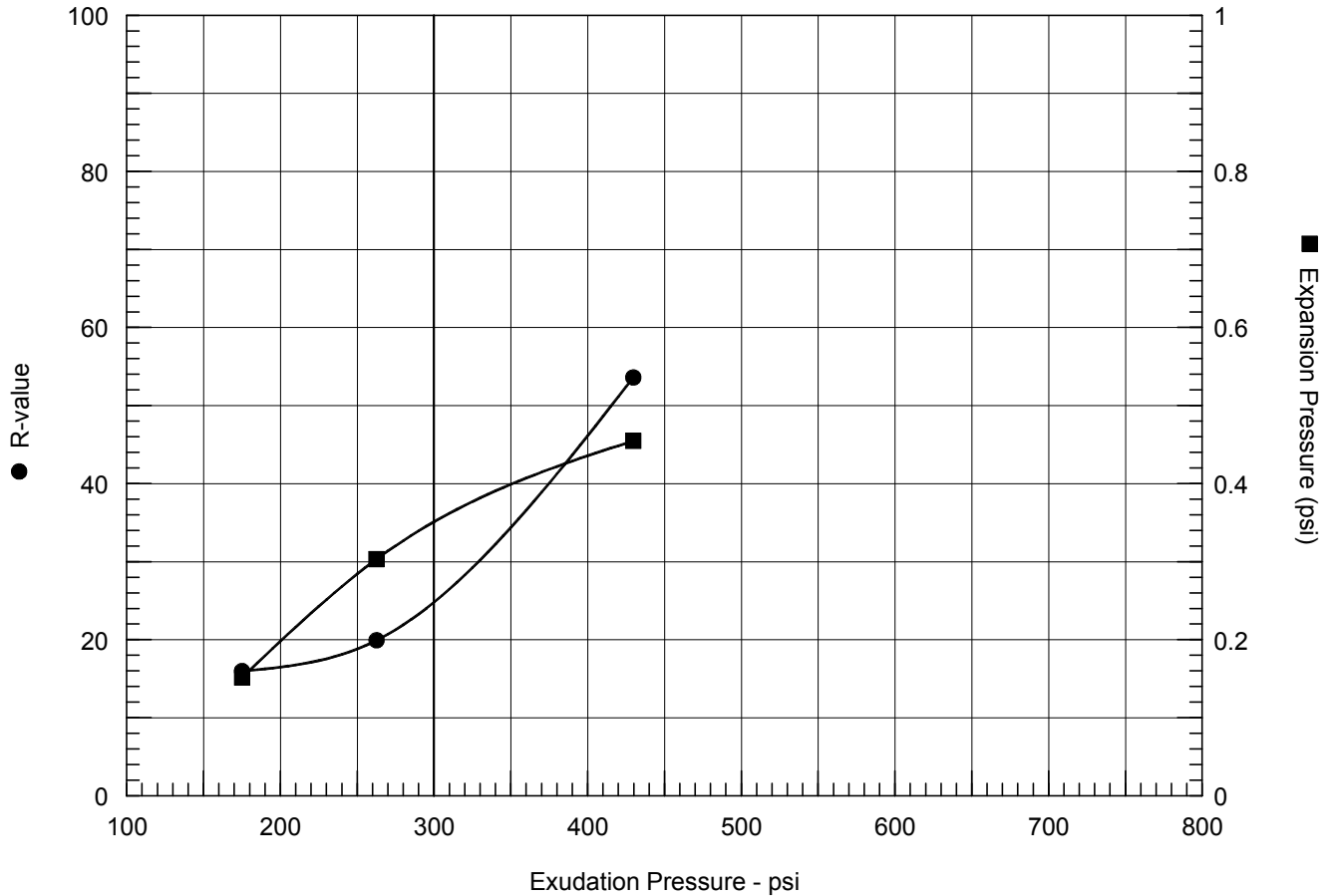
LIQUID AND PLASTIC LIMITS TEST REPORT



	MATERIAL DESCRIPTION	LL	PL	PI	%<#40	%<#200	USCS
●	Clayey sand	26	13	13	79.3	44.3	SC

Project No. A26263.01 Client: Fresno County Public Works	Remarks: ●
Project: El Porvenir	
Source: Sample No.: C-4(b) Elev./Depth: 0.6-2.5 feet	
Moore Twining Associates, Inc. Fresno, CA	

R-VALUE TEST REPORT



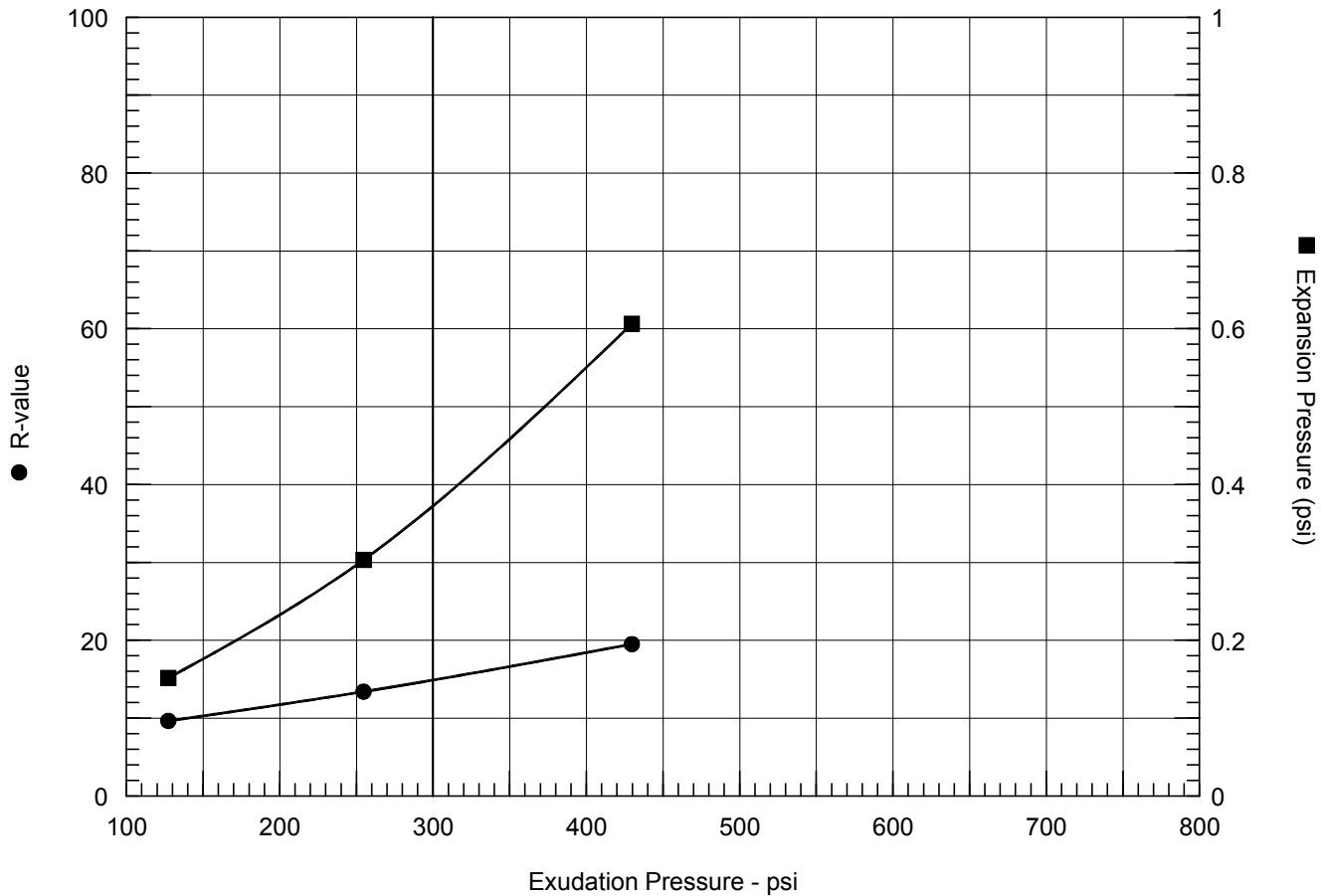
Resistance R-Value and Expansion Pressure - ASTM D 2844

No.	Compact. Pressure psi	Density pcf	Moist. %	Expansion Pressure psi	Horizontal Press. psi @ 160 psi	Sample Height in.	Exud. Pressure psi	R Value	R Value Corr.
1	100	119.0	14.6	0.30	120	2.50	263	20	20
2	158	122.0	13.6	0.45	62	2.43	430	55	54
3	50	115.0	15.6	0.15	130	2.57	175	15	16

Test Results		Material Description	
R-value at 300 psi exudation pressure = 25 Exp. pressure at 300 psi exudation pressure = 0.35 psi		Sandy lean clay	
<div>Project No.: A26263.01 Project:El Porvenir Sample Number: C-1 Date: 7/23/2024</div> <div>R-VALUE TEST REPORT Moore Twining Associates, Inc.</div>		<div>Tested by: CG Checked by: MS Remarks:</div> <div>Figure N/A</div>	

Figure N/A

R-VALUE TEST REPORT

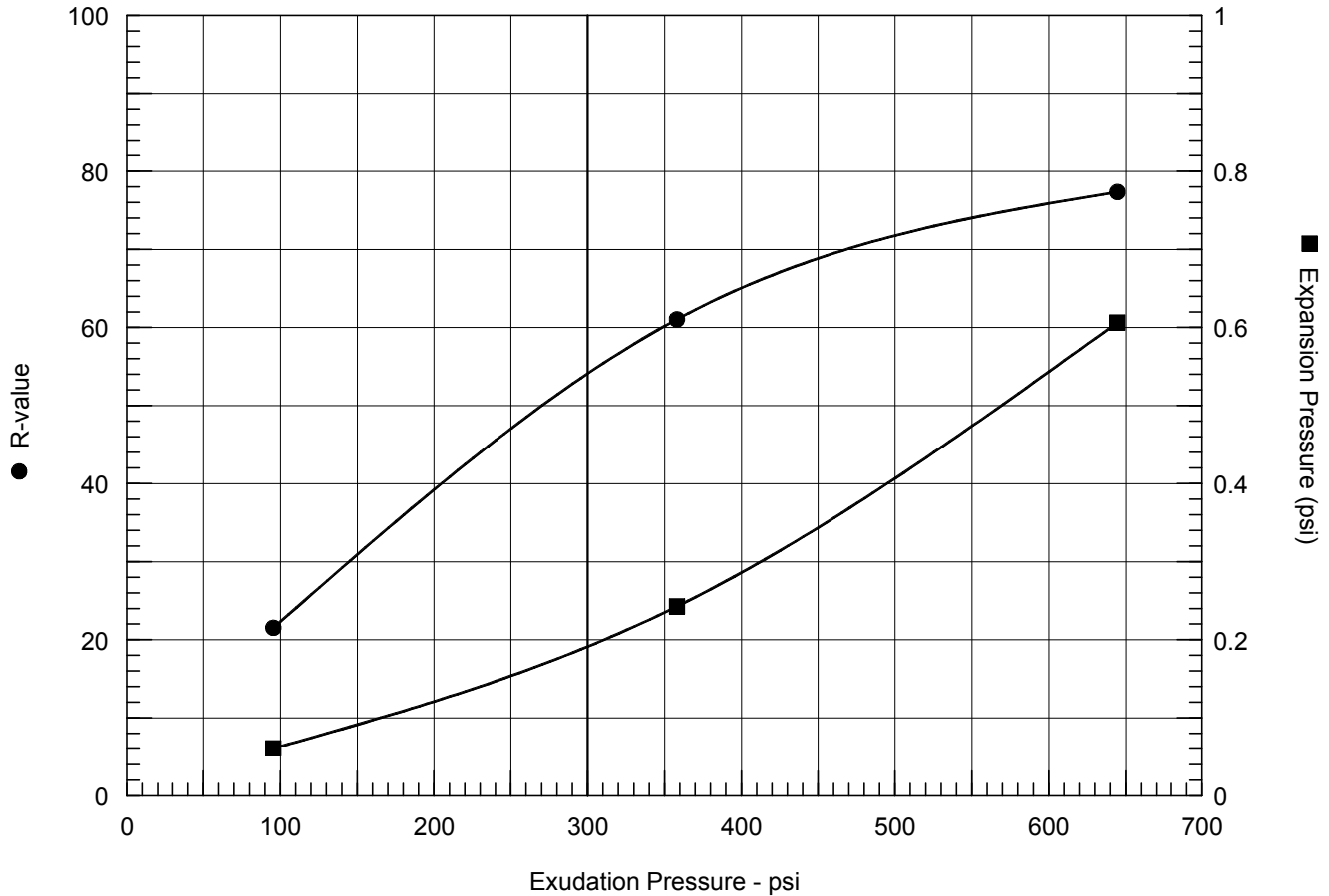


Resistance R-Value and Expansion Pressure - ASTM D 2844

[illegible]

Test Results	Material Description
R-value at 300 psi exudation pressure = 15 Exp. pressure at 300 psi exudation pressure = 0.37 psi	Lean clay
Project No.: A26263.01 Project: El Porvenir Sample Number: C-2 Depth: 0.8-5 feet Date: 7/23/2024	Tested by: CG Checked by: MS Remarks:
R-VALUE TEST REPORT Moore Twining Associates, Inc.	Figure N/A

R-VALUE TEST REPORT



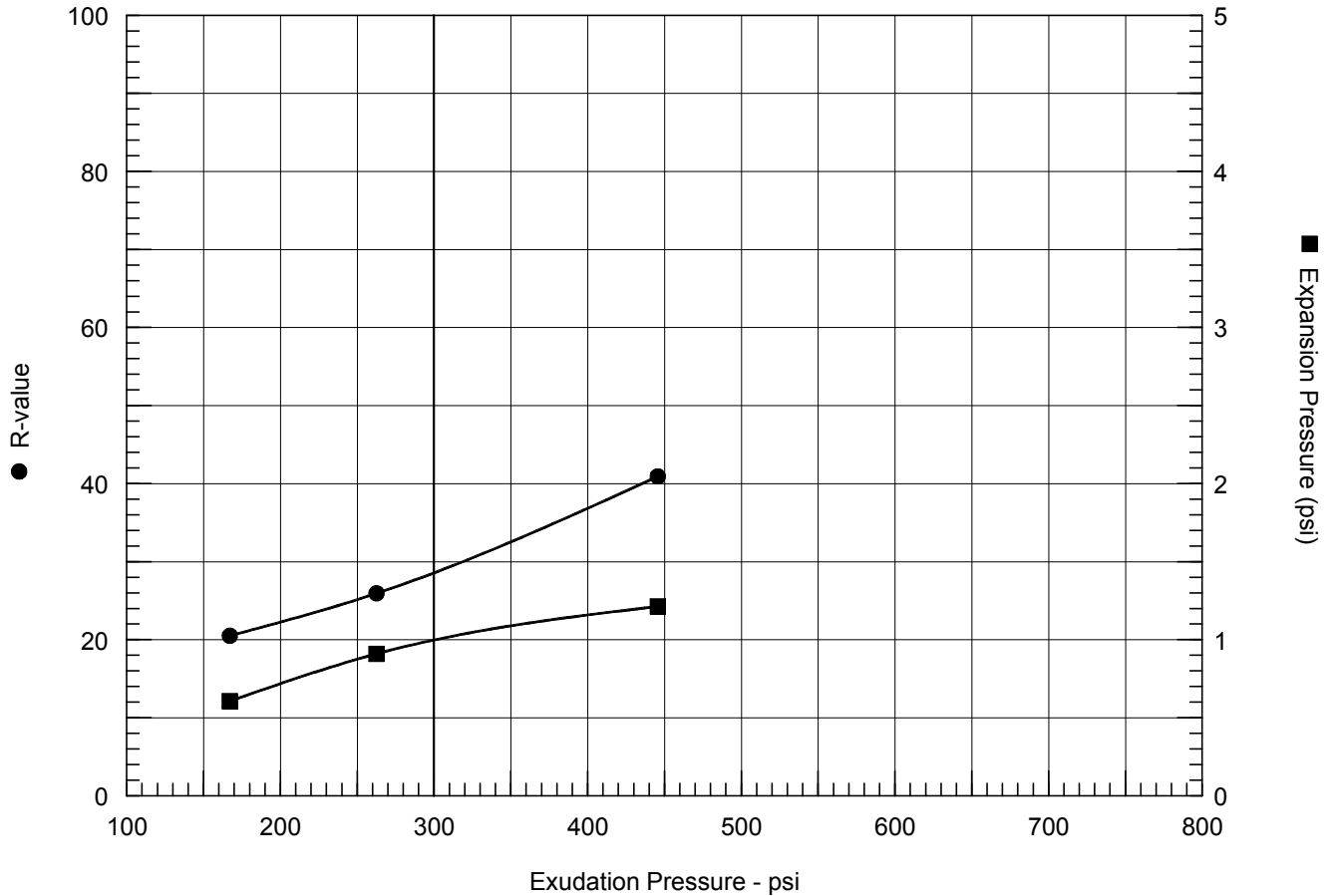
Resistance R-Value and Expansion Pressure - ASTM D 2844

No.	Compact. Pressure psi	Density pcf	Moist. %	Expansion Pressure psi	Horizontal Press. psi @ 160 psi	Sample Height in.	Exud. Pressure psi	R Value	R Value Corr.
1	100	129.0	10.3	0.06	115	2.42	95	23	22
2	200	130.7	9.4	0.24	47	2.40	358	63	61
3	300	132.8	8.4	0.61	25	2.37	645	79	77

Test Results		Material Description	
R-value at 300 psi exudation pressure = 54 Exp. pressure at 300 psi exudation pressure = 0.19 psi		Clayey sand with gravel	
<div>Project No.: A26263.01 Project:El Porvenir Sample Number: C-3 Depth: 1-4 feet Date: 7/23/2024</div>		<div>Tested by: CG Checked by: MS Remarks:</div> <div>Figure N/A</div>	
<div>R-VALUE TEST REPORT Moore Twining Associates, Inc.</div>			

Figure N/A

R-VALUE TEST REPORT



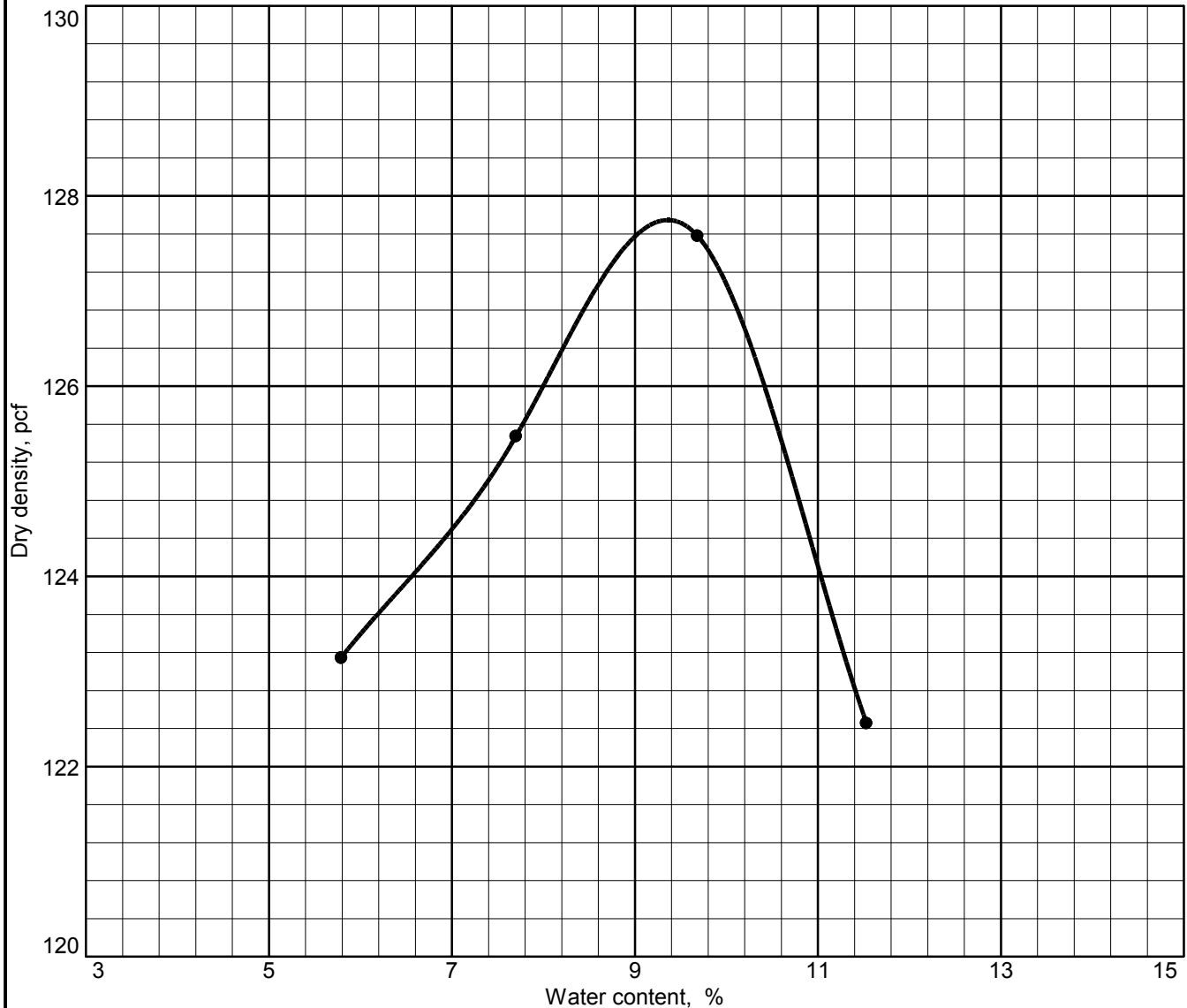
Resistance R-Value and Expansion Pressure - ASTM D 2844

No.	Compact. Pressure psi	Density pcf	Moist. %	Expansion Pressure psi	Horizontal Press. psi @ 160 psi	Sample Height in.	Exud. Pressure psi	R Value	R Value Corr.
1	100	114.1	16.5	0.91	115	2.65	263	24	26
2	50	113.0	17.5	0.61	120	2.69	167	18	20
3	150	117.4	15.5	1.21	87	2.59	446	39	41

Test Results		Material Description	
R-value at 300 psi exudation pressure = 29 Exp. pressure at 300 psi exudation pressure = 1.00 psi		Lean clay	
<div>Project No.: A26263.01 Project:El Porvenir Sample Number: C-4(a) Depth: 1.2-5 feet Date: 7/23/2024</div>		<div>Tested by: CG Checked by: MS Remarks:</div> <div>Figure N/A</div>	
<div>R-VALUE TEST REPORT Moore Twining Associates, Inc.</div>			

Figure N/A

COMPACTION TEST REPORT



Test specification: ASTM D 1557-12 Method A Modified

Elev/ Depth	Classification		Nat. Moist.	Sp.G.	LL	PI	% > No.4	% < No.200
	USCS	AASHTO						
10-60'								

TEST RESULTS			MATERIAL DESCRIPTION	
Maximum dry density = 127.7 pcf			Sandy lean clay	
Optimum moisture = 9.4 %				
Project No. A26263.01 Client: Fresno County Public Works Project: El Porvenir			Remarks:	
● Source: Sample No.: C-1 Elev./Depth: 0.8-5 feet				
Moore Twining Associates, Inc. Fresno, CA				
			Figure	

Figure



2527 Fresno Street
Fresno, CA 93721
(559) 268-7021 Phone
(559) 268-0740 Fax

July 30, 2024

Work Order #: **KG16013**

Shaun Reich
MTA Geotechnical Division
2527 Fresno Street
Fresno, CA 93721

RE: El Porvenir

Enclosed are the analytical results for samples received by our laboratory on **07/16/24** . For your reference, these analyses have been assigned laboratory work order number **KG16013**.

All analyses have been performed according to our laboratory's quality assurance program. All results are intended to be considered in their entirety, Moore Twining Associates, Inc. (MTA) is not responsible for use of less than complete reports. Results apply only to samples analyzed.

If you have any questions, please feel free to contact us at the number listed above.

Sincerely,

Moore Twining Associates, Inc.

Lauren Cox
Client Services Representative

MTA Geotechnical Division
2527 Fresno Street
Fresno CA, 93721

Project: El Porvenir
Project Number: A26363.01
Project Manager: Shaun Reich

Reported:
07/30/2024

Analytical Report for the Following Samples

Sample ID	Notes	Laboratory ID	Matrix	Date Sampled	Date Received
C-1 @ 10"-60"		KG16013-01	Soil	06/20/24 00:00	07/16/24 12:40
C-3 @ 12"-60"		KG16013-02	Soil	06/20/24 00:00	07/16/24 12:40
C-4b @ 8"-30"		KG16013-03	Soil	06/20/24 00:00	07/16/24 12:40

MTA Geotechnical Division
2527 Fresno Street
Fresno CA, 93721

Project: El Porvenir
Project Number: A26363.01
Project Manager: Shaun Reich

Reported:
07/30/2024

C-1 @ 10"-60"
KG16013-01 (Soil)

Analyte	Result	Reporting Limit	Units	Batch	Prepared	Analyzed	Method	Flag
Inorganics								
Sulfate as SO ₄	4900	130	mg/kg	B4G1804	07/18/24	07/19/24	Cal Test 417	HT2

C-3 @ 12"-60"
KG16013-02 (Soil)

Analyte	Result	Reporting Limit	Units	Batch	Prepared	Analyzed	Method	Flag
Inorganics								
Sulfate as SO ₄	1900	48	mg/kg	B4G1804	07/18/24	07/19/24	Cal Test 417	HT2

C-4b @ 8"-30"
KG16013-03 (Soil)

Analyte	Result	Reporting Limit	Units	Batch	Prepared	Analyzed	Method	Flag
Inorganics								
Sulfate as SO ₄	4700	130	mg/kg	B4G1804	07/18/24	07/19/24	Cal Test 417	HT2

Notes and Definitions

HT2 This sample was analyzed past the EPA recommended holding time for this parameter due to late delivery of the sample to the laboratory.
 PREP Modified preparation by pulverizing sample to pass #40 sieve and soaked for a minimum of 12 hours using a minimum dilution ratio of 1:10
 ND Analyte NOT DETECTED at or above the reporting limit
 mg/kg milligrams per kilogram (parts per million concentration units)

**WORK ORDER #:**

PAGE 01 **OF** 01

KG-16003

Payment for services rendered as noted herein are due in full within 30 days from the date invoiced. If not so paid, account balances are deemed delinquent. Delinquent balances are subject to monthly service charges and interest specified in MTA's current Standard Terms and Conditions for Laboratory Services. The person signing for the Client/Company acknowledges that they are either the Client or an authorized agent to the Client, that the Client agrees to be responsible for payment for the services on this Chain of Custody and agrees to MTA's terms and conditions for laboratory services unless contractually bound otherwise. MTA's current terms and conditions can be obtained by contacting our accounting department at (559) 268-7021.

MTA Bottles: ☒ Yes ☐ or No

Page 4 of 2

Sample Integrity

[illegible]

Labels checked by: _____ @_____

APPENDIX D

DYNAMIC CONE PENETRATION TEST DATA

Project Name:	El Porvenir, County of Fresno
Project #	A26363.01
Location:	El Progreso Avenue
Field Engineer:	Shaun R.

Date: 6/20/2024

Hammer Weight : 8 kg

Surface Condition: AC Pavement

Start
Depth:

10" BSG

[illegible]

Notes:

1. The depth at the start of the test is measured from the top of pavement
2. The Number of Blows recorded is the number of blows between each reading of the vertical scale
3. The Reading is the measurement of the vertical scale/rod. The cone penetration is the difference between the readings.



Boring No. C-2

Project Name:	El Porvenir, County of Fresno
Project #	A26363.01
Location:	El Progreso Avenue
Field Engineer:	Shaun R.

Date: 6/20/2024
 Hammer Weight : 8 kg
 Surface Condition: AC Pavement

Start
Depth:

13.5" BSG

[illegible]

Notes:

1. The depth at the start of the test is measured from the top of pavement
2. The Number of Blows recorded is the number of blows between each reading of the vertical scale
3. The Reading is the measurement of the vertical scale/rod. The cone penetration is the difference between the readings.



Boring No. C-3

Project Name:	El Porvenir, County of Fresno
Project #	A26363.01
Location:	Hidalgo Avenue
Field Engineer:	Shaun R.

Date: 6/20/2024
 Hammer Weight : 8 kg
 Surface Condition: AC Pavement

Start
Depth:

14.5" BSG

[illegible]

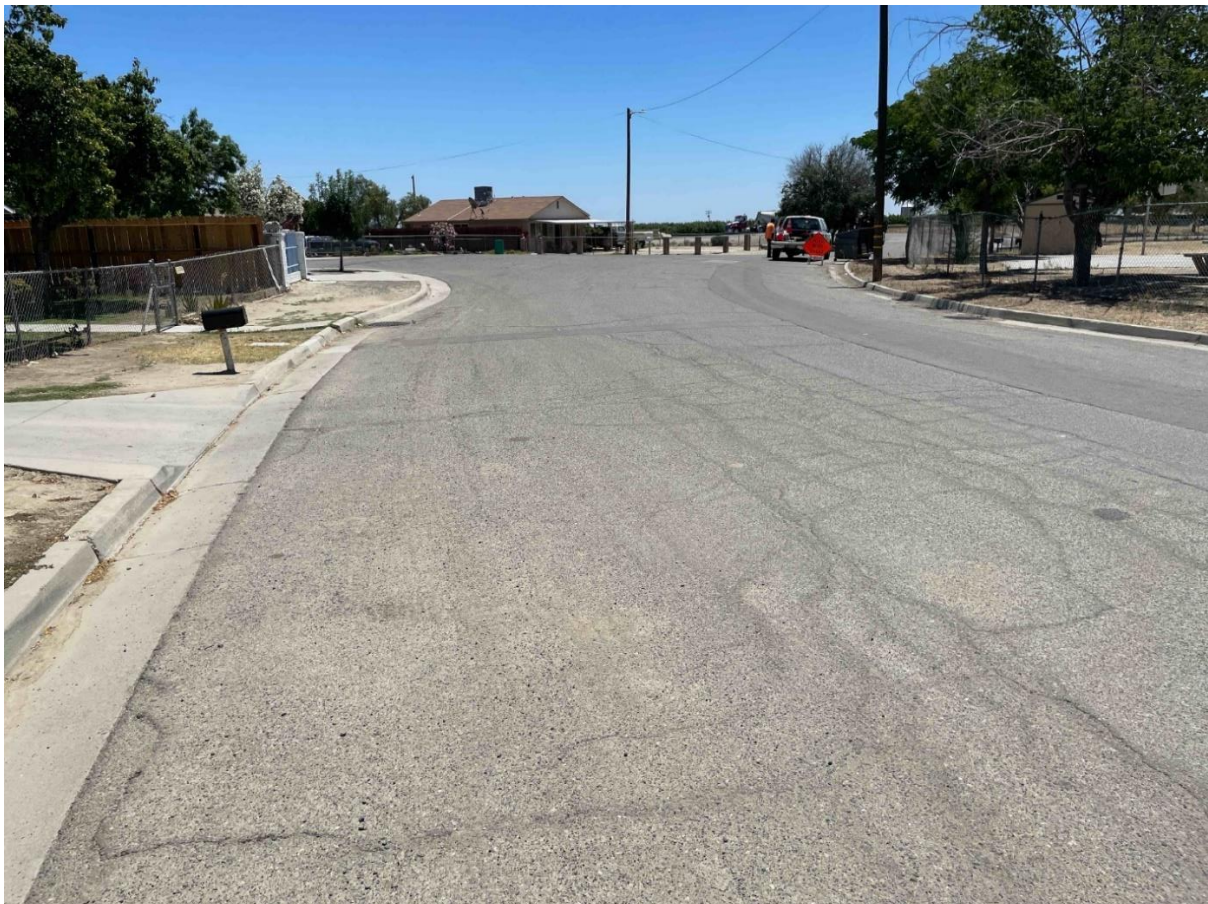
Notes:

1. The depth at the start of the test is measured from the top of pavement
2. The Number of Blows recorded is the number of blows between each reading of the vertical scale
3. The Reading is the measurement of the vertical scale/rod. The cone penetration is the difference between the readings.

APPENDIX E
PHOTOGRAPHS



Photograph of asphalt concrete core from location C-1



Photograph near core location C-1 along Progresso Avenue



Photograph near core location C-1 along Progresso Avenue



Photograph near core location C-1 along Progresso Avenue – Sinking drainage inlet



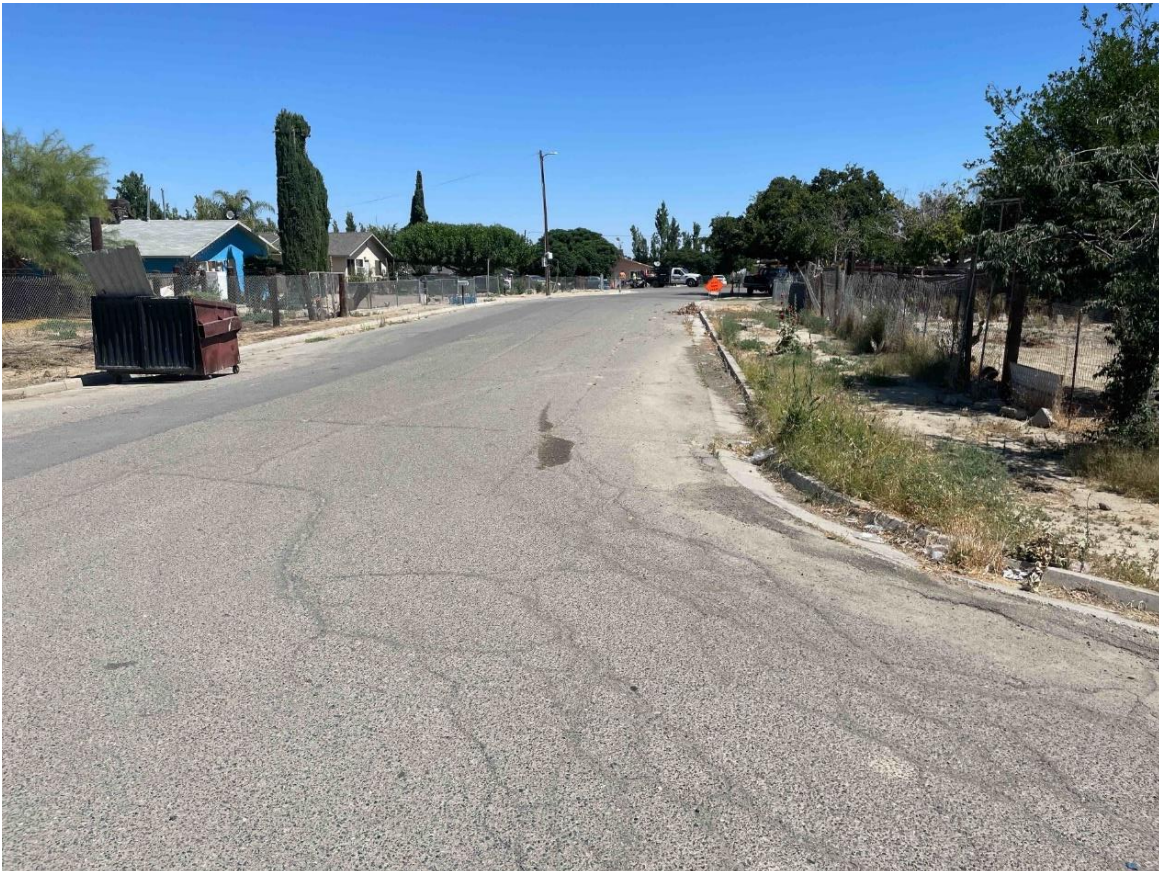
Photograph of asphalt concrete core from location C-2



Photograph near core location C-2 along El Progreso Avenue



Photograph of asphalt concrete core from location C-3



Photograph near core location C-3 along El Progresso Avenue



Photograph near core location C-3 – Note the differential movement in the curb and gutter



Photograph of asphalt concrete core from location C-4



Photograph near Core Location C-4 along Hidalgo Avenue



Photograph near Core Location C-4 along Hidalgo Avenue - Note differential movement cracking of concrete curb

SELF-DEALING TRANSACTION DISCLOSURE FORM

(1) Company Board Member Information:

Name: _____ Date: _____

Job Title: _____

(2) Company/Agency Name and Address:

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

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

(5) Authorized Signature

Signature: _____ Date: _____

SELF-DEALING TRANSACTION DISCLOSURE FORM INSTRUCTIONS

In order to conduct business with the County of Fresno (hereinafter referred to as “County”), members of a contractor’s board of directors (hereinafter referred to as “County Contractor”), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

“A self-dealing transaction means a transaction to which the corporation is a party and which one or more of its directors has a material financial interest.”

The definition above will be utilized for purposes of completing the disclosure form.

- (1) Enter board member’s name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member’s company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation’s transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Codes.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

BID BOOK

**EL PORVENIR COMMUNITY
ROAD IMPROVEMENTS
EL PORVENIR (THREE ROCKS), CA**

BUDGET / ACCOUNT: 4510 / 7370



Department of Public Works and Planning

CONTRACT NUMBER 25-02-C

BID BOOK TABLE OF CONTENTS

EL PORVENIR COMMUNITY ROAD IMPROVEMENTS CONTRACT NUMBER 25-02-C

PROPOSAL NUMBER	TITLE
NOT APPLICABLE	INSTRUCTIONS FOR COMPLETING THE BID BOOK
1	PROPOSAL TO THE COUNTY OF FRESNO
2	BID ITEM LIST / BID SHEET
3	EVALUATION OF BID ITEM LIST
4	BID SECURITY / SIGNATURE
5	NON-COLLUSION DECLARATION
6	PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT
7	PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE AND PUBLIC CONTRACT CODE 10232 STATEMENT
8	SUBCONTRACTORS
9	TITLE 13, CALIFORNIA CODE OF REGULATIONS § 2449(I) GENERAL REQUIREMENTS FOR IN-USE OFF-ROAD DIESEL-FUELED FLEETS
10-17	NOT USED
18	OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS
19	GUARANTY

INSTRUCTIONS FOR COMPLETING THE BID BOOK

General

Complete forms in the Bid Book.

Submit an electronic bid online at <http://www.BidExpress.com> (Section 2-1.33A) or submit a hardcopy bid:

1. Under sealed cover addressed to the Department and labeled with the name of the bidder, the name of the project and the statement 'Do Not Open Until The Time Of Bid Opening.'
2. Marked as a bid
3. Identifying the contract number and the bid opening date

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

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

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

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

For more information regarding bidding, refer to Section 2 Bidding in the Special Provisions and Standard Specifications.

Bid Item List and Bid Comparison

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

Bid Document Completion

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

Proposal to the Board of Supervisors of Fresno County – Proposal 1

Provided for information.

Bid Proposal Sheet – Proposal 2

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

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

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

Use ink or typewriter for paper bids.

Evaluation of Bid Proposal Sheet – Proposal 3

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

Bid Security and Signature – Proposal 4

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

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

Indicate type of bid security provided.

- Cash – Acceptable but not recommended. Cash is deposited in a clearing account and is returned to bidders by County warrant. This process may take several weeks.
- Cashier's or Certified Checks. This type of security is held until the bid is no longer under consideration. If submitted by a potential awardee, they will be returned when the contract is fully executed by the bidder and bonds and insurance have been approved.
- Bid Bonds - Must be signed by the bidder and by the attorney-in-fact for the bonding company. Provide notarized signature of attorney-in-fact accompanied by bonding company's affidavit authorizing attorney-in-fact to execute bonds. An unsigned bid bond will be cause for rejection. If providing electronically, the bid must either be verified via Tinubu or Surety2000 through BidExpress, or a scanned copy must be attached to the electronic bid with an original notarized hardcopy and received by Design Services before 4:00PM on the fifth (5th) calendar day after the bid opening.

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

Electronic bids, if not accompanied by an electronic bid bond, may provide one of the listed types of bidder's security in a sealed envelope in accordance with the labeling and address instructions listed in the Notice to Bidders prior to the bid opening.

Acknowledge Addenda

Provide contractor's license information.

State business name and if business is a:

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

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

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

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

- Business Address - Firm's Street Address
- Mailing Address - P.O. Box or Street Address
- Complete, sign, and return with bid.

Non-Collusion Declaration – Proposal 5

Must be completed, signed, and returned with bid.

Public Contract Code Section 10285.1 Statement – Proposal 6

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

Public Contract Code Section 10162 Questionnaire And Public Contract Code 10232 Statement – Proposal 7

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

Subcontractors – Proposal 8

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

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

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

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

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

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

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

Proposal 10-17 – Not used

Opt Out of Payment Adjustments for Price Index Fluctuations – Proposal 18

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

Guaranty – Proposal 19

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

PROPOSAL TO THE COUNTY OF FRESNO

hereinafter called the Owner

EI PORVENIR COMMUNITY ROAD IMPROVEMENTS

EL PORVENIR (THREE ROCKS), CA

The work embraced herein shall be done in accordance with the 2023 Standard Specifications and with the 2023 Standard Plans, of the State of California, Department of Transportation insofar as the same may apply and in accordance with these special provisions.

Except to the extent that they may conflict with these special provisions, revised Standard Specifications apply to the extent included in the section entitled "Project Details" of the book entitled "Specifications."

The work to be done is shown on a set of Plans, Department File No. 11344, entitled: "El Porvenir Community Road Improvements".

The undersigned, as bidder, declares that the only persons, or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that they have carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and they propose and agrees if this proposal is accepted, that they will contract with the Owner to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that they will take in full payment therefor the following unit prices, to-wit:

Fresno County Department of Public Works and Planning

Bid Item List - Proposal 2

Contract #

25-02-C

Contract Name

El Porvenir Community Road Improvements

Location

El Porvenir (Three Rocks), CA

Bid Items

Item ID	Quantity	Unit	Unit Price	Total
Description				
1	40,000	\$	\$1.00	\$40,000.00
Supplemental Work				
2	1	EA	\$	\$
Construction Funding Sign				
3	1	LS	\$	\$
Traffic Control				
4	1	LS	\$	\$
Job Site Management				
5	1,000	\$	\$1.00	\$1,000.00
State Water Resources Control Board Notice of Intent Filing Fee				
6	1	LS	\$	\$
Prepare & Implement SWPPP				
7	1	LS	\$	\$
Storm Water Annual Report				
8	736	LF	\$	\$
Remove & Dispose of Existing Abandoned 8" HDPE Pipe				
9	50	LF	\$	\$
Remove & Dispose of Existing Abandoned 6" Asbestos Cement Pipe				

Item ID	Quantity	Unit	Unit Price	Total
Description				
10	1	LS	\$	\$
Clearing and Grubbing				
11	4	EA	\$	\$
Remove Tree				
12	4,620	CY	\$	\$
Roadway Excavation - Final Pay Item				
13	1	CY	\$	\$
Cement Slurry Utility Crossing Cap				
14	11	EA	\$	\$
Install Tree Root Barrier				
15	1	LS	\$	\$
Finishing Roadway				
16	3,558	CY	\$	\$
Class II Aggregate Base - Final Pay Item				
17	1,979	TON	\$	\$
Hot Mix Asphalt (Type A 1/2" Grading)				
18	3	TON	\$	\$
Tack Coat				
19	290	LF	\$	\$
Install 12" Dia. Rubber Gasket Reinforced Concrete Pipe				
20	181	LF	\$	\$
Install 15" Dia. Rubber Gasket Reinforced Concrete Pipe				
21	518	LF	\$	\$
Install 18" Dia. Rubber Gasket Reinforced Concrete Pipe				

Item ID	Quantity	Unit	Unit Price	Total
Description				
22	6	EA	\$	\$
Install 48" Manhole Type A Case I				
23	8	EA	\$	\$
Install Drainage Inlet FMFCD Type D				
24	313	LF	\$	\$
Remove and Dispose of Existing PVC Storm Drain Pipe				
25	6	EA	\$	\$
Remove and Dispose of Existing Storm Drain Inlet				
26	5,352	LF	\$	\$
Remove & Dispose of Curb & Gutter				
27	598	SF	\$	\$
Remove and Dispose of Concrete Driveway/Walkway				
28	1,071	SF	\$	\$
Remove and Dispose of Concrete Valley Gutter				
29	2	EA	\$	\$
Construct Concrete Curb Ramps and Returns (Minor Concrete)				
30	1,000	SF	\$	\$
Construct Concrete Driveway Approaches (Match Existing Driveway - Minor Concrete)				
31	18	SY	\$	\$
Construct Concrete Sidewalk (Minor Concrete)				
32	5,352	LF	\$	\$
Construct Concrete Curb and Gutter (Minor Concrete)				
33	650	SF	\$	\$
Construct Concrete Valley Gutter				

Item ID	Quantity	Unit	Unit Price	Total
Description				
34	24	SF	\$	\$
Detectable Warning Devices				
35	12	EA	\$	\$
Adjust Water Valve Box Covers to Finished Grade				
36	52	LF	\$	\$
Install 6" SCH 80 PVC Pipe				
37	2	EA	\$	\$
Remove and Replace Sign Post				
38	4	EA	\$	\$
Install Fire Hydrant Marker Blue				
39	1	LS	\$	\$
Mobilization				

Bid Items Total (Items 1 through 39):

\$

EVALUATION OF BID PROPOSAL ITEM LIST

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

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

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

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the Owner's Final Estimate of cost.

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

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

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

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

BID SECURITY AND SIGNATURE

Bid Security

Accompanying this proposal is security (check one only) in amount equal to at least ten percent (10%) of the total amount of the bid:

Bid Bond (); Certified Check (); Cashier's Check (); Cash (\$)

Addenda Acknowledgement

Bidder has and acknowledges the following addenda: _____

Bidder Signature

Business Name _____

Note: If bidder or other interested person is a corporation, state legal name of corporation. If bidder is a co-partnership, state true name of firm.

Type of Business _____

Note: If bidder or other interested person is:

- *a corporation, list names of the president, secretary, treasurer and manager thereof*
- *a partnership, list names of all individual co-partners composing firm.*
- *an individual, state first and last name in full.*

Business Owners and Officers Names _____

Names of Owners and Key Employees _____

Note: List majority owners of your firm. If multiple owners, list all. Also include anyone, including key employees, who are actively promoting the contract. (SB1439)

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

Class _____ Contractor License No. _____ Expires _____

DIR Registration Number _____

Business Address: _____

Zip Code

Mailing Address: _____

Zip Code

Business Phone: (_____) _____ Fax Number: (_____) _____

Email Address _____

Signature of Bidder: _____ Dated: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

To the County of Fresno:

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID*

The undersigned declares:

I am the _____ of
(Owner, Partner, Corporate Officer (list title), Co-Venturer)

_____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, and has not paid, and will not pay, any person or entity for that purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____ at _____, _____.
[date] [city] [state]

[Signature]

(See Title 23 United States Code Section 112; Calif Public Contract Code Section 7106)

*NOTE: Completing, signing, and returning the Non-Collusion Declaration is a required part of the Proposal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BIDDER: _____

SUBCONTRACTORS:

The following named subcontractor(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total bid presented herewith **or \$10,000, whichever is greater**. Each listed subcontractor's name, location of business and description of work, and both their contractor's license number and public works contractor registration number, issued pursuant to Section 1725.5 of the Labor Code, are REQUIRED, by Section 4104 of the California Public Contract Code, to be submitted prior to bid opening. (The "location of business" must specify the city in which the subcontractor's business is located, and the state if other than California.) All other requested information shall be submitted, either with the bid or within 24 hours after bid opening.

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

FAILURE TO LIST SUBCONTRACTORS AS DIRECTED MAY RENDER THE BID NON-RESPONSIVE, OR MAY RESULT IN ASSESSMENT OF A PENALTY AGAINST THE BIDDER IN ACCORDANCE WITH SECTION 4110 OF THE CALIFORNIA PUBLIC CONTRACT CODE.

SUBCONTRACTOR: _____
Business Address: _____
Class ____ License No. _____ DIR Registration No. _____
Item No. or Description of Work: _____
Dollar Amount _____ OR Percentage of Total Bid _____
Email Address: _____

SUBCONTRACTOR: _____
Business Address: _____
Class ____ License No. _____ DIR Registration No. _____
Item No. or Description of Work: _____
Dollar Amount _____ OR Percentage of Total Bid _____
Email Address: _____

SUBCONTRACTOR: _____
Business Address: _____
Class ____ License No. _____ DIR Registration No _____
Item No. or Description of Work: _____
Dollar Amount _____ **OR** Percentage of Total Bid _____
Email Address: _____

SUBCONTRACTOR: _____
Business Address: _____
Class ____ License No. _____ DIR Registration No. _____
Item No. or Description of Work: _____
Dollar Amount _____ **OR** Percentage of Total Bid _____
Email Address: _____

SUBCONTRACTOR: _____
Business Address: _____
Class ____ License No. _____ DIR Registration No _____
Item No. or Description of Work: _____
Dollar Amount _____ **OR** Percentage of Total Bid _____
Email Address: _____

SUBCONTRACTOR: _____
Business Address: _____
Class ____ License No. _____ DIR Registration No. _____
Item No. or Description of Work: _____
Dollar Amount _____ **OR** Percentage of Total Bid _____
Email Address: _____

SUBCONTRACTOR: _____
Business Address: _____
Class ____ License No. _____ DIR Registration No _____
Item No. or Description of Work: _____
Dollar Amount _____ **OR** Percentage of Total Bid _____
Email Address: _____

SUBCONTRACTOR:
Business Address:
Class License No. DIR Registration No.
Item No. or Description of Work:
Dollar Amount OR Percentage of Total Bid
Email Address:

SUBCONTRACTOR:
Business Address:
Class License No. DIR Registration No.
Item No. or Description of Work:
Dollar Amount OR Percentage of Total Bid
Email Address:

SUBCONTRACTOR:
Business Address:
Class License No. DIR Registration No.
Item No. or Description of Work:
Dollar Amount OR Percentage of Total Bid
Email Address:

SUBCONTRACTOR:
Business Address:
Class License No. DIR Registration No.
Item No. or Description of Work:
Dollar Amount OR Percentage of Total Bid
Email Address:

TITLE 13, CALIFORNIA CODE OF REGULATIONS § 2449(I) GENERAL REQUIREMENTS FOR IN-USE OFF-ROAD DIESEL-FUELED FLEETS

In conformance with Title 13 § 2449(i), bidders will be required to attach copies of valid Certificates of Reported Compliance for the fleet selected for the contract and their listed subcontractors.

Before May 15th of each year, the prime contractor must collect a new valid Certificate of Reported Compliance for the current compliance year, as defined in section 2449(n), from all fleets that have an ongoing contract with the prime contractor as of March 1 of that year. Prime contractors must not write contracts to evade this requirement. Annual renewals must be provided to the Resident Engineer at least one week prior to the expiration date of the current certificate.

<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements>

Choose all that apply:

- ☐ Bidder's Certificate of Reported Compliance has been attached to the bid.
- ☐ Bidder does not have a fleet subject to this regulation as outlined in Section 2449(i)(1)-(4).
- ☐ Listed subcontractors' Certificate of Reported Compliance have been attached.
- ☐ The following subcontractors do not have a fleet subject to this regulation as outlined in Section 2449(i)(1)-(4):

- ☐ Additional information regarding subcontractor fleets and/or certificates will be submitted within five (5) calendar days of the bid opening.

FAILURE TO PROVIDE THE CERTIFICATES OF REPORTED COMPLIANCE AS DIRECTED MAY RENDER THE BID NON-RESPONSIVE.

OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

You may opt out of the payment adjustments for price index fluctuations as specified in Section 2-1.31, "OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS," of the special provisions.

You can only elect to opt out of payment adjustments for price index fluctuations of if you complete this form and submit it with your bid. The individual signing this form must be duly authorized to sign a bid.

By signing this form, I hereby opt out of the payment adjustments for price index fluctuations for the above-named project.

Bidder: _____

Name (Printed): _____

Signature: _____

Title: _____

(This guaranty shall be executed by the successful bidder in accordance with instructions in the special provisions. The bidder may execute the guaranty on this page at the time of submitting their bid.)

G U A R A N T Y

To the Owner: County of Fresno

CONTRACT NUMBER: 25-02-C

The undersigned guarantees the construction and installation of the following work included in this project:

ALL WORK

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after date on which this contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such material and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner.

Name (Printed): _____

Signature: _____

Title: _____

Date: _____

Contractor: _____

AGREEMENT

THIS AGREEMENT made at Fresno, in Fresno County, California, by and between _____ hereinafter called the Contractor, and the County of Fresno hereinafter called the Owner.

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, but excluding such materials as are mentioned in the specifications to be furnished by the Owner, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, teamsters, subcontractors, artisans, machinists, and laborers required for:

EL PORVENIR COMMUNITY ROAD IMPROVEMENTS

EL PORVENIR (THREE ROCKS), CA

CONTRACT NUMBER: 25-02-C

All in strict compliance with the plans, drawings and specifications therefor prepared by the Owner, and other contract documents relating thereto.

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

All portions of the Standard Specifications of the State of California, Department of Transportation, dated 2015, which are not in conflict with this contract shall be deemed a part of the specifications as though fully therein set forth; provided, however, that revisions to the said Standard Specifications shall apply only to the extent, if any, included in the Project Details of these specifications or as otherwise incorporated directly herein. No part of said specifications which is in conflict with any portion of this agreement, or which is not actually descriptive of the work to be done thereunder, or of the manner in which said work is to be executed, shall be considered as any part of this agreement, but shall be utterly null and void.

ARTICLE III. The Owner agrees to pay the Contractor in current funds for the performance of the contract the sum of _____ **DOLLARS AND xx/100** (_____.) it being understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal, except where provisions are made in the contract documents whereby the estimated quantities shall constitute the final quantity; that upon completion of the project the final contract prices shall be revised by change order, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Proposal hereto attached. Payments on account thereof will be made as set forth in the special provisions.

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

or her insolvency, or if he or she or any of his or her subcontractors should persistently violate any of the provisions of the contract, or if he or she should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he or she should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, then the Owner may, upon certificate of the Engineer when sufficient cause exists to justify such action, serve written notice upon the Contractor and their surety of its intention to terminate the contract, and unless within five days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon the expiration of said five days, cease and terminate.

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

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

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

The Certificate of Insurance shall be issued to the COUNTY OF FRESNO and all other participating agencies, whether or not said agencies are named herein, who contribute to the cost of the work or have

jurisdiction over areas in which the work is to be performed and all officers and employees of said agencies while acting within the course and scope of their duties and responsibilities.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M Best Company rating of A FSC VII or better.

Without limiting the COUNTY'S right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits not less than those shown in the following table:

Liability Insurance Requirements

Total bid	For each occurrence ^a	Aggregate for products/completed operation	General aggregate ^b	Umbrella or excess liability ^c
≤ \$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
> \$1,000,000 ≤ \$10,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000
> \$10,000,000 ≤ \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$15,000,000
> \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$25,000,000

^aCombined single limit for bodily injury and property damage.

^bThis limit must apply separately to your work under this Contract.

^cThe umbrella or excess policy must contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability, or any other liability insurance deemed necessary because of the of the nature of this contract.

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

Within eight (8) days from date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above with the applicable contract number for all of

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

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

B. Automobile Liability

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

C. Professional Liability

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

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

ARTICLE VI. Contractor represents that he or she has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten days' notice of cancellation. If Contractor self-insures Worker's Compensation, Certificate of Consent to Self-insure should be provided the Owner.

ARTICLE VII. The Contractor shall forthwith furnish a faithful performance bond in an amount equal to 100% of the contract price and a payment bond in an amount equal to 100% of the contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

The payment bond shall contain provisions such that if the Contractor or their subcontractors shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract, or (b) any amounts required to be deducted, withheld and paid over to the Employment Development Department and to the Franchise Tax Board from the wages of the employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

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

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

Except as provided in Labor Code section 1725.5(f), no contractor or subcontractor may be awarded a contract for public work on a public works project or engage in the performance of work on any public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Contractor shall comply with all applicable laws and regulations relating to wages and employment, including all requirements imposed by the California Department of Industrial Relations (DIR). Contractor shall cooperate with County to furnish timely all information necessary for County's completion of the form required to be submitted by County when registering the Project on the DIR website; and County thereafter shall provide to Contractor the "Project ID Number" assigned by DIR in order to facilitate Contractor's submission to DIR of its certified payrolls for the Project, in the manner required and using such form as may be prescribed by DIR, in accordance with the provisions of Labor Code section 1771.4(a)(3).

ARTICLE IX: Governing Law – Venue for any action arising out of or relating to this Agreement shall be in Fresno County, California. This Agreement shall be governed by the laws of the State of California.

ARTICLE X: EXECUTIVE ORDER N-6-22: Under Executive Order N-6-22 as a contractor, subcontractor, or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://ofac.treasury.gov/sanctions-programs-and-country-information/russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable. Specially Designated Nationals and Blocked Persons List (SDN) (<https://sanctionslist.ofac.treas.gov/Home/SdnList>).

This Contract, **25-02-C**, was awarded by the Board of Supervisors on _____. It has been reviewed by the Department of Public Works and Planning and is in proper order for signature of the Chairman of the Board of Supervisors.

IN WITNESS WHEREOF, they have executed this Agreement this _____ day of _____, 2025

(CONTRACTOR)

COUNTY OF FRESNO
(OWNER)

By _____

By _____
Ernest “Buddy” Mendes, Chairman
of the Board of Supervisors of the
County of Fresno

Title _____

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By _____
Deputy