

# SPECIFICATIONS

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## SOUTHEAST REGIONAL DISPOSAL SITE PERIMETER FENCE REPLACEMENT

BUDGET / ACCOUNT: 9020 / 8150



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*Department of Public Works and Planning*

CONTRACT NUMBER 23-09-SW

# **T A B L E O F C O N T E N T S**

## **COVER SHEET**

## **COUNTY ADOPTION AND ACKNOWLEDGMENT**

Engineer's Signature

## **NOTICE TO BIDDERS**

## **SPECIAL PROVISIONS**

## **PROJECT DETAILS / DRAWINGS**

Location Map  
Site Plan – Fence Layout  
Chain Link Fence Detail  
Caltrans Std Plan A85 and A85A  
Self-Dealing Transactions Disclosure Form  
Revised Standard Specifications Dated 09-02-16

## **BID BOOK**

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

## **AGREEMENT**

Agreement

**COUNTY ADOPTION AND ACKNOWLEDGMENT  
PROJECT: SOUTHEAST REGIONAL DISPOSAL SITE PERIMETER FENCE REPLACEMENT  
CONTRACT NUMBER: 23-09-SW**

Sal Quintero, Chairman	3rd District
Nathan Magsig, Vice Chairman	5th District
Brian Pacheco	1st District
Steve Brandau	2nd District
Ernest Buddy Mendes	4th District

Paul Nerland, County Administrative Officer

  
Steve White (Sep 11, 2023 15:20 PDT)

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

Sep 11, 2023

Date



Date Signed: Sep 11, 2023

Supervising Engineer:   
Joseph C. Harrell, P.E.

Joseph C. Harrell, PE C80424

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

**BOARD OF SUPERVISORS**

**COUNTY OF FRESNO**

**STATE OF CALIFORNIA**

**NOTICE TO BIDDERS**

Sealed proposals will be received at:

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

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

**2:00 P.M., (1400 hours and 00 seconds)  
Thursday, October 12, 2023**

**If you have any questions about bid submission, please contact us at [DesignServices@fresnocountyca.gov](mailto:DesignServices@fresnocountyca.gov) or calling (559) 600-4241 or (559) 600-4543.**

Promptly following the closing of the bidding all timely submitted bids will be publicly opened and viewable via a livestream (the link for which will be posted at <https://www.fresnocountyca.gov/planholders>) for construction in accordance with the project specifications therefor, to which special reference is made as follows:

**SOUTHEAST REGIONAL DISPOSAL SITE PERIMETER FENCE  
REPLACEMENT**

**CONTRACT NUMBER 23-09-SW**

The work to be done consists, in general, of replacing the existing perimeter fence and gate surrounding Southeast Regional Disposal Site, which is on the northwest corner of Academy Ave. and Dinuba Ave. at 12716 E Dinuba Ave in Selma, CA. The existing fence which consists of barbed wire on metal posts needs to be removed and disposed of. The replacement fence will be 6' tall chain link fence with barbed wire along the top per Caltrans Standards. In addition to the fencing, two new 12-foot gates will be installed.

A pre-bid conference will be held at 1:00 p.m., on Wednesday, September 27, 2023. A discussion of the project will be held and the project sites will be open for examination. Contractors should meet at 12716 E Dinuba Ave in Selma, CA 93662. Attendance at the pre-bid is mandatory. The scheduled pre-bid will be the only opportunity for prospective bidders to visit the site in the presence of County staff, and requests for individual site visits with County staff will not be granted.

Bidders may fill out a Request to be Added to Planholders list:

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



Requesters will then be listed as a planholder for the project on the website and receive notifications and addenda issued for the project.

Prospective bidders may also select the project on [www.BidExpress.com](http://www.BidExpress.com). Those that demonstrate interest in the project will be added to the planholders list, and receive notifications and addenda issued for the project.

Planholder and exchange/publication names may be obtained from the Fresno County website at <https://www.fresnocountyca.gov/planholders>.

Electronic copies, in “.pdf” file format, of the official project specifications, bid books and proposal sheets, and such additional supplemental project information as may be provided, are available to view, download, and print at <https://www.fresnocountyca.gov/planholders>.

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 Fresno County website.

Electronic bids shall be submitted via the BidExpress website. Hardcopy bids shall be submitted in a sealed envelope addressed to the Department and labeled with the name of the bidder, the name of the project and the statement “Do Not Open Until The Time Of Bid Opening.”

Bid security in the amount of ten (10) percent of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance, cash, cashier's check or certified check shall accompany the bid. 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 the Department and labeled with the name of the bidder, the name of the project and the statement “Do Not Open Until The Time Of Bid Opening – BID BOND”

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

All questions regarding this project shall be in writing and shall be received by the Department of Public Works and Planning, Design Division, no later than 2:00 P.M. on the seventh (7th) calendar day before bid opening. Any questions received after this deadline will not receive a response unless the Department of Public Works and Planning elects to issue an addendum to revise the bid opening date. In the event that the bid opening date is revised, the deadline for questions will be extended to no later than 2:00 P.M. on the seventh (7th) calendar day before the revised bid opening date. Questions shall be submitted on the “Request for Clarification Form” provided on our website:

<https://www.fresnocountyca.gov/Departments/Public-Works-and-Planning/Construction-Bidding-Opportunities/23-09-SW-Southeast-Regional-Disposal-Site-Yard-Fence-Reconstruction/Request-for-Clarification-Form>

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

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

No contract will be awarded to a contractor who has not been licensed in accordance with the provisions of the Contractors State License Law, California Business and Professions Code, Division 3, Chapter 9, as amended, or whose bid is not on the proposal form included in the contract document. A valid California Contractor's License, **Class A (General Engineering) or C-13 (Fencing Contractor)**, is required for this project.

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

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

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

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

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

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

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

Each bond specified in this Notice shall be issued by a surety company designated as an admitted surety insurer in good standing with and authorized to transact business in this state

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

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

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

Board of Supervisors, County of Fresno

Paul Nerland, County Administrative Officer

Bernice E. Seidel, Clerk of the Board

Issue Date: September 12, 2023

# Special Provisions

# DIVISION I GENERAL PROVISIONS

## 1 GENERAL

### 1-1.01 GENERAL

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

The work is done in accordance with the 2015 *Standard Specifications*, 2015 *Standard Plans* and the following special provisions.

Where these special provisions indicate to replace, add to, delete, delete from, or otherwise modify a "section," or a portion thereof, the section or portion thereof to which such modification is to be applied is the section or portion thereof with the corresponding numbering in the 2015 *Standard Specifications*.

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

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

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

### 1-1.01A EXPLANATION OF BID ITEMS AND PAYMENT

The Contract payment for the specified items of work as set forth in the Bid Schedule shall be full compensation for furnishing all labor, materials, methods or processes, implements, tools, equipment and incidentals and for doing all work involved as required by the provisions of the Contract Documents for a complete in place and operational system.

Unless otherwise specified in the Specifications, quantities of work shall be determined per each, or from measurements or dimensions in a horizontal plane. All materials shall be measured on the basis of "in place" quantities and paid for using the units listed in the bid schedule.

Except as noted, the Engineer will make field measurements of unit price items in order to determine the quantities of the various items as a basis for payment. On all unit price items, the contractor will be paid for the actual amount of the work performed in accordance with the contract documents, as computed from field measurements.

Work or quantities not listed in the description of bid items are considered incidental to other construction and will not be separately measured or paid for. Compensation for such work and/or material shall be included in the prices paid for other items of work.

#### Bid Item No. 1 – 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 classified as extra work in accordance with the provisions of Section 4-1.05, "Changes and Extra Work," of the Standard Specifications. The dollar amount 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."

#### Bid Item No. 2 – Jobsite Management

The contract lump sum price paid for job site management includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in spill prevention and control, material management, waste management, non-stormwater management, and dewatering and identifying, sampling, testing, handling, and disposing of hazardous waste resulting from your activities, as specified in the Standard Specifications and these special provisions, and as ordered by the Engineer.

#### Bid Item No. 3 – Traffic Control System

The contract lump sum price paid for traffic control includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in implementing necessary traffic control measures as specified in the Standard Specifications and these special provisions, and as ordered by the Engineer

#### Bid Item No. 4 – Clearing and Grubbing

The lump sum payment shall include the cost of all work involved in clearing and grubbing within project site. Areas shall be cleared and grubbed of all weeds, vines, stumps, roots, rubbish, and other objectionable material including concrete, masonry and debris, as directed by the Engineer.

#### Bid Item No. 5 – Prepare and Implement Water Pollution Control Plan

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

#### Bid Item No. 6 – Trim and Shape Perimeter Bushes

The work to be done under this contract includes but is not limited to; providing all labor, supervision, equipment, incidentals and related items necessary to trim and shape perimeter bushes as specified in the Standard Specifications and Section 17-3, "Perimeter Shrub and Tree Trimming," of this special provisions. This includes removing and disposing growth from the bushes that are on the ground. Payment will be made based on the number of bushes on a unit bid price basis.

#### Bid Item No. 7 – Cut/Limb up Tree Branches less than 7' above the ground

The work to be done under this contract includes but is not limited to; providing all labor, supervision, equipment, incidentals and related items necessary to cut/limb up tree branches to 7' above the ground as specified in the Standard Specifications and Section 17-3, "Perimeter Shrub and Tree Trimming," of this special provisions. Payment will be made based on the number of trees on a unit bid price basis.

#### Bid Item No. 8 – Identify, Remove and Dispose dead trees as authorized by the Engineer

The work to be done under this contract includes but is not limited to; providing all labor, supervision, equipment, incidentals and related items necessary to remove and dispose dead trees as specified in the Standard Specifications and Section 17-3, " Perimeter Shrub and Tree Trimming," of this special provisions. Payment will be made based on the number of dead trees removed and disposed on a unit bid price basis.

#### Bid Item No. 9 – Remove and Dispose Existing Fence and Gate

Existing Fence and Gate being removed shall be paid for at the unit price bid per linear foot. The length of fence will be measured to the nearest 0.1 foot along the fence line including the gate opening. This payment

covers all labor, materials, tools, equipment, transportation and services necessary for, and incidental to performing all operations for the efficient removal and disposal of existing fence and gate.

**Bid Item No. 10 – Install 6’ high Chain link Fence with 3 Strands of Barbed Wire, Posts on Concrete Foundation, and Appurtenances**

The work shall consist of furnishing and installing chain link fencing complete with all posts, braces, 3 strands of Barbed wire, foundation and appurtenances as specified in the Standard Specifications. This work shall be paid for at the unit price bid per linear foot. The length of fence will be measured to the nearest 0.1 foot along the fence line excluding the gate opening.

**Bid Item No. 11 – Install 2-12’ high Chain link Double Gate with 3 Strands of Barbed Wire, Posts on Concrete Foundation, and Appurtenances**

The work shall consist of furnishing and installing 2-12’ Chain double gate complete with all posts, braces, 3 strands of Barbed wire, foundation and appurtenances as specified in the Standard Specifications. Payment will be made based on a unit bid price basis.

**Bid Item No. 12 – Finishing Roadway**

Payment shall be by Lump Sum (LS). This payment includes full compensation for providing all labor, material, and tools to perform work as stated in Section 22 Finishing Roadway of the 2015 State Standard Specifications.

**Bid Item No. 13 – Health and Safety**

Payment shall be Lump Sum (LS). Payment includes all costs to prepare and implement an Injury and Illness Prevention Plan (IIPP) and Health and Safety Plan (HASP), respond to Engineer comments on the plan, providing appropriate personal protective equipment and any other necessary safety equipment, and for providing safety training to all Contractor and Subcontractor personnel associated with the waste relocation project. Contractor shall provide a Schedule of Values for this service to support the lump sum price.

**Bid Item No. 14 – Mobilization**

Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals making up the cost of mobilization, move-in, move-out, all necessary bonds, insurance, permits, licenses, and fees required during the performance of the work as specified. This item also includes demobilization, including the removal of all equipment, supplies, personnel and incidentals from the project at the end of construction. This bid item will be paid for by Lump Sum for the entire project.

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

SJVAPCD	San Joaquin Valley air pollution control district
AQMD	air quality management district
CISS	cast-in-steel shell
CSL	crosshole sonic logging
GGL	gamma-gamma logging
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.

**Replace Section 1-1.07 with:**

**1-1.07 DEFINITIONS**

**1-1.07A General**

Interpret terms as defined in the Contract documents.

## 1-1.07B Glossary

**abandon:** Render unserviceable in place.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**bridge:** Structure that:

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

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

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

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

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



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

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

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

**commercial quality:** Quality meeting the best general practices.

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

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

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

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

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

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

**County:** The County of Fresno

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

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

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

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

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

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

- 2.2.5.2. Material shortage.
- 2.2.5.3. Freight embargo.
- 2.2.5.4. Jurisdictional requirement of a law enforcement agency.
- 2.2.5.5. Workforce labor dispute of a utility or nonhighway facility owner resulting in a nonhighway facility rearrangement not described and not solely for the Contractor's convenience. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.

2.3. Day during a concurrent delay.

3. **original working days:**

- 3.1. Working days to complete the work shown on the *Notice to Bidders* for a non-cost-plus-time-based bid
- 3.2. Working days bid to complete the work for a cost-plus-time-based bid

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

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

**delay:** Event that extends the completion of an activity.

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

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

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

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

**Director:** Department's Chairman

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

**dispose of:** Remove from the job site.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**idle equipment:** Equipment:

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

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

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

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

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

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

**material shortage:**

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

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

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

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

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

**modify:** Add to or subtract from an appurtenant part.

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

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

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

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

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

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

1. **standard plans:** Drawings standard to Department construction projects. 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*.

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

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

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

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

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

**remove:** Remove and dispose of.

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

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

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

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

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

**schedule:**

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

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

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

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

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

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

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

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

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

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

**submittal:**

1. **action submittal:** Written and graphic information and samples that require the Department's response.

2. **informational submittal:** Written information that does not require the Department's response.

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

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

**superstructure:** Bridge parts except the substructure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**work plan:** Detailed formulation of a program of action.

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

## 1-1.08 DISTRICTS

**Replace Section 1.08 with:**

Not Used

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

This project is not in a freeze-thaw area.

**Replace Section 1-1.10 with:**

**1-1.10 PAVEMENT CLIMATE REGIONS**

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

**Replace Section 1-1.11 with:**

**1-1.11 WEBSITES, ADDRESSES, AND TELEPHONE NUMBERS**

**Websites, Addresses, and Telephone Numbers**

Reference or agency or department unit	Website	Address	Telephone no.
Authorized Material Lists Authorized Material Source Lists	<a href="https://dot.ca.gov/programs/engineering-services/authorized-materials-lists">https://dot.ca.gov/programs/engineering-services/authorized-materials-lists</a>	--	--
CA Unified Certification Program's list of certified DBEs	<a href="https://dot.ca.gov/programs/civil-rights/dbe-search">https://dot.ca.gov/programs/civil-rights/dbe-search</a>	--	--
<i>California MUTCD</i>	<a href="https://dot.ca.gov/programs/safety-programs/camutcd">https://dot.ca.gov/programs/safety-programs/camutcd</a>	--	--
Data Interchange for Materials Engineering	<a href="https://dime.dot.ca.gov/">https://dime.dot.ca.gov/</a>	Materials Engineering and Testing Services Department of Transportation 5900 Folsom Blvd Sacramento CA 95819-4612	(916) 227- 5238
Department	<a href="http://www.fresnocountyca.gov">http://www.fresnocountyca.gov</a>	2220 Tulare Street Design Division – Seventh Floor Fresno, CA 93721	(559) 600-9908
Department of Conservation, Office of Mine Reclamation	<a href="http://www.conservation.ca.gov/dmr/">http://www.conservation.ca.gov/dmr/</a>	--	--
Department of General Services, Office of Small Business and DVBE Services	<a href="https://www.dgs.ca.gov/OBAS">https://www.dgs.ca.gov/OBAS</a>	Office of Small Business and DVBE Services Department of General Services 707 3rd St West Sacramento CA 95605- 2811	(800) 559- 5529 (916) 375- 4940
Department of Industrial Relations	<a href="http://www.dir.ca.gov">http://www.dir.ca.gov</a>	455 Golden Gate Ave San Francisco CA 94102	--
Design Services - Contract Administration, Planholders, Bid Results	<a href="https://www.fresnocountyca.gov/planholders">https://www.fresnocountyca.gov/planholders</a>	2220 Tulare Street Design Division – Seventh Floor Fresno, CA 93721	Tel: (559) 600-4241 Fax: (559) 455-4609 Email: <a href="mailto:DesignServices@fresnocountyca.gov">DesignServices@fresnocountyca.gov</a>
Division of Accounting, Office of External Accounts Payable	<a href="https://dot.ca.gov/programs/accounting">https://dot.ca.gov/programs/accounting</a>	Major Construction Payment and Information Unit Office of External Accounts Payable Division of Accounting Department of Transportation P.O. Box 168043 Sacramento, CA 95816-8043	(916) 227-9013
Division of Construction	<a href="http://www.dot.ca.gov/hq/construc/">http://www.dot.ca.gov/hq/construc/</a>	--	--



Geotechnical Services	<a href="https://dot.ca.gov/programs/engineering-services">https://dot.ca.gov/programs/engineering-services</a>	Geotechnical Services Department of Transportation 5900 Folsom Blvd Sacramento, CA 95819-4612	(916) 227-7000
METS	<a href="https://dot.ca.gov/programs/engineering-services">https://dot.ca.gov/programs/engineering-services</a>	Materials Engineering and Testing Services Department of Transportation 5900 Folsom Blvd Sacramento, CA 95819-4612	(916) 227-7000
MPQP	<a href="https://dot.ca.gov/programs/construction/material-plant-quality-program">https://dot.ca.gov/programs/construction/material-plant-quality-program</a>	--	--
Office Engineer	--	Director of Public Works & Planning Fresno County 2220 Tulare St, 8 <sup>th</sup> Floor Fresno, CA 93721	(559) 600-4078
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.

**Replace Section 2 with:**

**2 BIDDING**

**2-1.01 GENERAL**

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

**2-1.02 BID INELIGIBILITY**

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

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

**2-1.03 CONTRACTOR REGISTRATION**

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

**2-1.04–2-1.05 RESERVED**

**2-1.06 BID DOCUMENTS**

**2-1.06A General**

The *Bid* book includes bid forms and certifications and may be requested from Design Services and are available online at <http://www.BidExpress.com>.

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

The *Specifications*, project plans, and any addenda to these documents may be accessed at Design Services.

The *Standard Specifications* and *Standard Plans* may be purchased at the Publication Distribution Unit or accessed online at <https://www.fresnocountyca.gov/files/sharedassets/county/vision-files/files/58025-2015-standard-specifications.pdf>.

**2-1.06B Supplemental Project Information**

The Department makes the following supplemental project information available:

**Supplemental Project Information**

Where Available	Description
Included in Project Details	<ul style="list-style-type: none"><li>• Location Map</li><li>• Site Plan - Fence Layout</li><li>• Chain Link Fence Detail</li><li>• Caltrans Std Plan A85 and A85A</li></ul>
Included with the project plans	<ul style="list-style-type: none"><li>• None</li></ul>
Available on Design Services webpage	<ul style="list-style-type: none"><li>• None</li></ul>

**2-1.06C–2-1.06D Reserved**

**2-1.07 JOB SITE AND DOCUMENT EXAMINATION**

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

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

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

**2-1.08 RESERVED**

**2-1.09 BID ITEM LIST**

Submit a bid based on the bid item quantities the Department shows on Bid Item List.

**2-1.10 SUBCONTRACTOR LIST**

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

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

1. Business name and the location of its place of business.

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

#### **2-1.11 RESERVED**

#### **2-1.12–2-1.32 RESERVED**

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

#### **2-1.33A General**

Complete forms in the *Bid* book.

Submit an electronic bid online at <http://www.BidExpress.com> (Section 2-1.33D) or submit a hardcopy bid:

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

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

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

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

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

#### **2-1.33B Bid Item List and Bid Comparison**

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

Do not submit an unbalanced bid. An unbalanced 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".

### **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.

Provide contractor's license information.

State business name and if business is a:

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

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

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

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

Business Address - Firm's Street Address

Mailing Address - P.O. Box or Street Address

Complete, sign, and return with bid.

### **2-1.33C(5) Proposal 5 - Noncollusion Declaration**

Must be completed, signed, and returned with bid.

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

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

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

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

### **2-1.33C(8) Proposal 8(a) through Proposal 8(c) - 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, 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 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) – (16) NOT USED**

### **2-1.33C(17) Proposal 17 - Guaranty**

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

### **2-1.33D Electronic Bid Document Completion**

Electronic versions of the bid book documents are available online at <http://www.BidExpress.com>, and may be submitted through that website.

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.

Bidders submitting online may use one of the accepted electronic sureties (SurePath or Surety 2000) to submit their bid bond; or may submit cash, cashier's check, certified check, or a bidder bond to Design Services at 2220 Tulare St., Seventh Floor, Fresno, CA 93721. Those submitting bid bonds directly to Design Services must submit their bid bond:

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

#### **2-1.34 BIDDER'S SECURITY**

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

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

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

#### **2-1.35–2-1.39 RESERVED**

#### **2-1.40 BID WITHDRAWAL**

1. An authorized agent may withdraw a bid before the bid opening date and time by submitting a written bid withdrawal request at the location where the bid was submitted. Withdrawing a bid does not prevent you from submitting a new bid. An authorized agent is an individual authorized to submit a bid.
2. After the bid opening time, you cannot withdraw a bid.

#### **2-1.41–2-1.42 RESERVED**

#### **2-1.43 BID OPENING**

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

#### **2-1.44–2-1.45 RESERVED**

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

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

The Department may reject:

1. All bids
2. A nonresponsive bid

#### **2-1.47 BID RELIEF**

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

#### **2-1.48 RESERVED**

#### **2-1.49 SUBMITTAL FAILURE HISTORY**

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

#### **2-1.50 NOT USED**

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

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

Members of the contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while contractor is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the contractor is a party and in which one or more of its

directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form which is included in *Project Details* of these special provisions.

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

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

**Replace Section 3 with:**

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

Section 3 includes specifications related to contract award and execution.

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

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

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

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

The Department breaks a tied bid with a coin toss:

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

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

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

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

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

**The bid protest must be received no later than 5:00 p.m. of the seventh (7<sup>th</sup>) calendar day following the 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 54 calendar days after bid opening.

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

You may request to extend the award period by faxing a request to Design Services before 4:00 p.m. on or before the last day of the award period. If you do not make this request, after the specified award period:

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

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

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

### **3-1.06 CONTRACTOR LICENSE**

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

For a non-federal-aid contract:

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

### **3-1.07 INSURANCE POLICIES**

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

### **3-1.08 –3-1.10 RESERVED**

### **3-1.11 PAYEE DATA RECORD**

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

### **3-1.12 RESERVED**

### **3-1.13 FORM FHWA-1273**

Not used

### **3-1.14–3-1.17 RESERVED**

### **3-1.18 CONTRACT EXECUTION**

The successful bidder must sign the *Agreement*.

Deliver to Design Services:



1. Signed *Agreement* including the attached form FHWA-1273
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 4-1.07C with:**

### **4-1.07C Reserved**

**Replace Section 4-1.13 with:**

### **4-1.13 CLEANUP**

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

1. Rubbish
2. Excess materials
3. Falsework
4. Temporary structures
5. Equipment

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

## **5 CONTROL OF WORK**

**Delete the 9<sup>th</sup> Paragraph of Section 5-1.01**

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

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

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

Tables and other documents in the "Project Details" section of the book entitled "Specifications" have the same ranking as Special Provisions. 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**

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

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

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

**Replace 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 with:**

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

**Replace Section 5-1.20B(4) with:**

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

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

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

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

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

**Replace Section 5-1.20C with:**

**5-1.20C Railroad Relations**

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

**Replace Section 5-1.23A with:**

**5-1.23A General**

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

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

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

Each submittal must have a cover sheet that must include:

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

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

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

Documents must be submitted in the English language.

Convert documents to US customary units.

**Replace Section 5-1.26 with:**

**5-1.26 CONSTRUCTION SURVEYS**

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

Submit your request for Engineer-furnished stakes:

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

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

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

**Replace Section 5-1.27E with:**

**5-1.27E CHANGE ORDER BILLS**

Maintain separate records for change order work costs.

**5-1.32 AREAS FOR USE**

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

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

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

## **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.

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

**Replace the 2<sup>nd</sup> Paragraph of Section 7-1.02K(2) with:**

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

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

**Replace section 7-1.02K(3) with:**

Keep accurate payroll records.

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

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

- 1.8. Itemized deductions made
- 1.9. Check number issued
- 1.10. Fringe Benefits
2. Apprentices and the apprentice-to-journeyman ratio

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

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

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

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

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

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

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

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

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

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

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

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

- A. Pursuant to Sections 1770-1780 of the Labor Code of the State of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of wages in the locality for each craft or type of worker needed to execute the work. Said wage rates pursuant to Section 1773.2 of the Labor Code are on file with the Clerk to the Fresno County Board of Supervisors, and will be made available to any interested person on request. A copy of this wage scale may also be obtained at the following Web Site: [www.dir.ca.gov/dlsr](http://www.dir.ca.gov/dlsr).
- B. Pursuant to Section 1775 of the Labor Code of the State of California, nothing in this Article shall prevent the employment of properly registered apprentices upon public works. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which he/she is registered.
- C. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.
- D. Fresno County is committed to increasing the availability of employment and training opportunities, with particular attention to the plight of those who are most economically disadvantaged. In an effort to advance that purpose, the County will require that the Contractor and each subcontractor employed on this Project shall use their best efforts to ensure that thirty-three percent (33%) of apprentice hours, as determined by California Labor Code Section 1777.5 for each contractor and subcontractor of any tier on this Project, are performed by qualified participants in state approved apprenticeship programs who also are current or former "Welfare-to-Work" participants in the CalWORKs program. Provided, that nothing contained in this Paragraph D shall be interpreted to relieve or in any way diminish the obligation of the Contractor and each subcontractor to comply fully with all applicable apprenticeship laws in accordance with the California Labor Code and the California Code of Regulations; and accordingly such requirements as are contractually imposed by this Paragraph D shall be in addition to such legally mandated requirements, and applicable only to the extent fully consistent therewith.

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

07-15-16

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

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

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

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

1. HMA material such as rubberized HMA, polymer-modified bonded wearing course, or open-graded friction course is unsuitable for raking to a maximum 0.02 foot thickness at the edge

2. Taper will be in place for more than 14 days

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

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

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

**Replace Section 7-1.04 with:**

**7-1.04 PUBLIC SAFETY**

**7-1.04A GENERAL**

You are responsible to provide for public safety.

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

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

Move workers, equipment, and materials without endangering traffic.

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

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

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

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

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

Cover signs that direct traffic to a closed area.

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

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

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

Notify the Engineer not less than 5 days before the anticipated start of an activity that will change the vertical or horizontal clearance available to traffic, including shoulders.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

#### **7-1.04B WORK ZONE SAFETY AND MOBILITY**

##### **7-1.04B(1) POLICY**

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

##### **7-1.04B(2) TRAFFIC MANAGEMENT PLAN**

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

##### **7-1.04B(3) TEMPORARY TRAFFIC CONTROL PLAN**

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

##### **7-1.04B(4) PUBLIC INFORMATION**

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

**Replace Section 7-1.06 with:**

#### **7-1.06 INSURANCE**

##### **7-1.06A General**

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

##### **7-1.06B Casualty Insurance**

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

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

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

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

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

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

Contract signing constitutes certification submittal.

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

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

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

#### **7-1.06D Liability Insurance**

##### **7-1.06D(1) General**

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

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

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

Refer to the *Agreement* of these special provisions

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

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

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

#### **7-1.06E Automobile Liability Insurance**

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

#### **7-1.06F Policy Forms, Endorsements, and Certificates**

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

#### **7-1.06G NOT USED**

#### **7-1.06H Enforcement**

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

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

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

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

#### **7-1.06I Self-Insurance**

Comply with the *Agreement* of these special provisions

**Replace Section 7-1.07 with:**

#### **7-1.07 LEGAL ACTIONS AGAINST THE DEPARTMENT**

##### **7-1.07A General**

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

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

##### **7-1.07B NOT USED**

##### **7-1.07C Claims**

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

1. 10 percent of the total bid

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

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

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

1. The claims are processed as formal government claims subject to all laws and policies and are resolved as the Department determines including referring the claim to you for handling.
2. If the Department approves settlement of a claim or is ordered to pay pursuant to a court order, the claim is paid from funds withheld from you.
3. Within 3 business days of the Department's determination that you are responsible for resolving the claim, the Department sends a copy of the claim to you for resolution or notifies you of the Department's decision to resolve the claim.

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

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

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

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

Comply with 46 CFR 381.7(a)–(b).

## **8 PROSECUTION AND PROGRESS**

**Replace Section 8 with:**

### **8-1.01 GENERAL**

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

#### **8-1.01A Work Hours**

Perform all work on working days during daytime.

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.

## **8-1.02 SCHEDULE**

### **8-1.02A General**

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

### **8-1.02B Level 1 Critical Path Method Schedule**

#### **8-1.02B(1) General**

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

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

For each schedule, submit:

1. Plotted original, time-scaled network diagram on a sheet at least 8-1/2 by 11 inches with a title block and timeline
2. A electronic copy in PDF (Adobe Acrobat compatible) format via email to the Engineer.

#### **8-1.02B(2) Schedule Format**

On each schedule, show:

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

#### **8-1.02B(3) Updated Schedule**

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

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

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

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

**8-1.02C–8-1.02F Reserved**

**8-1.03 PRECONSTRUCTION CONFERENCE**

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

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

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

**8-1.04 START OF JOB SITE ACTIVITIES**

**8-1.04A General**

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

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

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

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

1. Deliver the signed Contract, bonds, and evidence of insurance to the Department
2. Submit 72-hour notice
3. 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 work before the expiration of TWENTY FIVE (25) WORKING DAYS**

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

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

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

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

#### **8-1.05 TIME**

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

Complete the work within the Contract time.

Meet each specified interim work completion date.

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

The *Weekly Statement of Working Days* shows:

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

#### **8-1.06 SUSPENSIONS**

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

The Engineer may suspend work wholly or in part due to your failure to (1) fulfill the Engineer's orders, (2) fulfill a Contract part, or (3) perform weather-dependent work when conditions are favorable so that weather-related unsuitable conditions are avoided or do not occur. The Department may provide for a

smooth and unobstructed passageway through the work during the suspension and deduct the cost from payments. The Department does not make a time adjustment for the suspension.

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

### **8-1.07 DELAYS**

#### **8-1.07A General**

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

#### **8-1.07B Time Adjustments**

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

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

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

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

#### **8-1.07C Payment Adjustments**

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

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

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

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

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

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

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

### **8-1.08–8-1.09 RESERVED**

### **8-1.10 LIQUIDATED DAMAGES**

#### **8-1.10A General**

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

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

Liquidated damages are specified in section 8-1.04.



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

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

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

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

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

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

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

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

### **8-1.10D RESERVED**

### **8-1.11–8-1.12 RESERVED**

### **8-1.13 CONTRACTOR'S CONTROL TERMINATION**

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

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

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

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

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

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

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

### **8-1.14 CONTRACT TERMINATION**

#### **8-1.14A General**

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

#### **8-1.14B Relief from Responsibility for Work**

Upon receiving a termination notice:

1. Stop work

2. Notify subcontractors and suppliers of the Contract termination and stop Contract-related work
3. Perform the Engineer-ordered work to secure the job site for termination
4. Remove equipment
5. Subject to the Engineer's authorization, settle termination-related claims and liabilities involving subcontractors and suppliers; assign to the Department the rights, titles, or interests held by you with respect to these parties

#### **8-1.14C Responsibility for Materials**

Upon receiving a termination notice, protect unused material until:

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

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

#### **8-1.14D Contract Acceptance after Termination**

The Engineer recommends Contract acceptance after determining the completion of:

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

The Department pays you under section 9-1.17.

#### **8-1.14E Payment Adjustment for Termination**

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

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

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

**8-1.15–8-1.16 RESERVED**

## **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.

**Replace Section 9-1.03 with:**

### **9-1.03 PAYMENT SCOPE**

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

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

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

Payment is:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Replace Section 9-1.07 with:**

**9-1.07 PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS DOES NOT APPLY TO THIS PROJECT**

**Replace Section 9-1.16F with:**

**9-1.16F Retentions**

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

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

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

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

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

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

**Add Section 9-1.23:**

**9-1.23 RESOLUTION OF CONTRACT CLAIMS**

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

**California Public Contract Code Section 9204**

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

- (v) The Military Department as to any project under the jurisdiction of that department.
- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

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

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

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

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

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

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

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

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

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

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

## **California Public Contract Code Sections 20104 – 20104.6**

### **Section 20104**

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

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

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

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

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

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

### **Section 20104.2**

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

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

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

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

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

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

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

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



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

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

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

#### **Section 20104.4**

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

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

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

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

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

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

## **Section 20104.6**

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

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

# **DIVISION II GENERAL CONSTRUCTION**

## **12 TEMPORARY TRAFFIC CONTROL**

**Replace section 12-1.04 with:**

### **12-1.04 FLAGGING COSTS**

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

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

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

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

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

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

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

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

**Replace Section 12-3.03C with:**

### **12-3.03C Construction**

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

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

Do not use sandbags or comparable ballast.

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

1. Required to conform with your traffic control plan

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

**Replace Section 12-3.10C with:**

**12-3.10C Construction**

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

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

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

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

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

**Replace Section 12-3.20C(1) with:**

**12-3.20C1 General**

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

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

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

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

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

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

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

After removing Type K temporary railing:

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

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

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

**Replace Section 12-3.22C with:**

**12-3.22C Construction**

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

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

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

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

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

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

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

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

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

**Replace section 12-3.31C with:**

**12-3.31C Construction**

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

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

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

**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 Section 12-3.35B(6) with:**

**12-3.35B(6) User Interface**

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

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

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

**Replace Section 12-4 with:  
12-4 MAINTAINING TRAFFIC**

**12-4.01 GENERAL**

**12-4.01A General**

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

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

**12-4.01B Materials**

Not Used

**12-4.01C CONSTRUCTION**

Furnishing and operating pilot cars is not change order work.

**12-4.01D Payment**

Not Used

**12-4.02 TRAFFIC CONTROL SYSTEMS**

**12-4.02A General**

**12-4.02A(1) Summary**

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

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

#### **12-4.02A(2) Definitions**

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

#### **12-4.02A(3) Submittals**

##### **12-4.02A(3)(a) General**

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

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

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

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

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

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

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

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

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

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

Submit a closure schedule request 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.

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

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

Submit a contingency plan for each of the following activities:

1. Activity requiring a complete roadway closure

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

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

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

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

#### **12-4.02A(4) Quality Assurance**

Reserved

#### **12-4.02B Materials**

Not Used

#### **12-4.02C Construction**

##### **12-4.02C(1) General**

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

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

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

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

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

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

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

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

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

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

Reserved

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

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

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.

Keep driveways and access roads accessible at all times.

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

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

### **12-4.02C(4)–12.4.02C(6) Reserved**

### **12-4.02C(7) Traffic Control System Requirements**

#### **12-4.02C(7)(a) General**

Control traffic using stationary closures.

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

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

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

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

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

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

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

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

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



## **12-4.02C(8) Traffic Control System Signs**

### **12-4.02C(8)(a) General**

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

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

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

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

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

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

### **12-4.02C(10)–12-4.02C(11) Reserved**

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

If 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 the 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.

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

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

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.

## **12-4.03 FALSEWORK OPENINGS**

Reserved

## **12-4.04 PEDESTRIAN FACILITIES**

### **12-4.04A General**

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

Temporary pedestrian facilities must comply with section 16-2.02.

### **12-4.04B Materials**

Not Used

### **12-4.04C Construction**

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

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

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

### **12-4.04D Payment**

Not Used

## **12-4.06–12-4.10 RESERVED**

### **Replace the last sentence in the 1st paragraph of section 12-6.03A with:**

On multilane roadways, freeways, expressways, and 2-lane roadways with shoulders 4 feet or more in width, the temporary pavement delineation must also include edge line delineation for traveled ways open to traffic.

### **Replace the 1st sentence in the 3rd paragraph of section 12-6.03A with:**

When the Engineer determines the temporary pavement delineation is no longer required for the direction of traffic, remove the temporary pavement delineation, including any underlying adhesive for temporary pavement markers, from the final layer of surfacing and from the pavement to remain in place.

### **Replace the introductory clause in the 1st paragraph of section 12-6.03C with:**

On multilane roadways, freeways, expressways, and 2-lane roadways with shoulders 4 feet or more in width open to traffic where edge lines are obliterated and temporary pavement delineation to replace those edge lines is not shown, provide temporary pavement delineation for:

## **13 WATER POLLUTION CONTROL**

### **Replace 13-1.01A with:**

#### **13-1.01A Summary**

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

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

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

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

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

**Replace Section 13-1.01D(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](http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml)

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

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

This Project disturbs less than acre of soil.

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

**13-1.01D(4)(b) Qualifications**

The WPC manager must:

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

**Replace Section 13-2.04:**

**13-2.04 PAYMENT**

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

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

**Replace Section 13-3.01C(5) with:**

**13-3.01C(5) Annual Certification**

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

**Replace Section 13-3.04:**

**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 Section 13-5.04 with:**

**13-5.04 PAYMENT**

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

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

**Replace Section 13-6.04 with:**

**13-6.04 PAYMENT**

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

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

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

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

**Replace Section 13-7.03D 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 water pollution control program or in the bid item for prepare stormwater pollution prevention plan, as applicable.

## **14 ENVIRONMENTAL STEWARDSHIP**

**Add after the 3rd paragraph of section 14-10.01:**

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

**Replace the 7th 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 14-11.14A:**

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

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

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

**Add Section 14-12.04:**

**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.

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

**Replace Section 14-12.05–14.12.08 With:**

**14-12.05–14.12.08 RESERVED**

## **DIVISION III EARTHWORK AND LANDSCAPPE**

### **17 GENERAL**

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

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

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

Cut tree branches that extend over the roadway and hang within 7 feet of finished grade and as directed by the engineer.

**Replace Section 17-3 “Reserved” with:**

**17-3 Perimeter Shrub and Tree Trimming**

**17-3.01 GENERAL**

**17-3.01A Summary**

Section 17-3 includes all necessary supervision, labor, materials, tools, equipment, transportation and services necessary for, and incidental to performing all operations for the efficient trimming of trees and shrubs.

**17-3.01B Definitions**

Reserved

### **17-3.01C Submittals**

Reserved

### **17-3.01D Quality Assurance**

The Contractor's crew used for the trimming of existing trees and shrubs shall have successful experience in tree trimming or a scope similar to that required for the work.

### **17-3.02 MATERIALS**

#### **17-3.02A General**

Reserved

### **17-3.03 CONSTRUCTION**

#### **17-3.03A General**

All tree/bush trimming shall conform to the guidelines of the most recent edition of the American National Standard for Tree Care Operations Pruning Standards and Best Management Practices.

During the course of operation, it is the responsibility of the Contractor to clean and immediately remove any debris that may land on the road as part of the operation. Any existing drainage swales, pipes, and other means and methods that convey water for drainage purposes shall be cleaned out daily.

During the perimeter bush trimming and shaping operations, the Contractor must also remove and disposed growth from the bushes that are on the ground.

The Contractor shall cut or limb up tree branches to less than 7' above the ground including removal and disposal of dead branches.

The Contractor shall identify and remove dead trees as authorized by the Engineer. Dead tree stumps must be ground down to a minimum 12" below the adjacent ground level. Debris generated from stump grinding activities must be disposed of properly. All areas disturbed by tree removal, trimming, and disposal operations must be restored as close as possible to pre-project condition.

It is the responsibility of the Contractor to make any repairs to any and all infrastructure, including but not limited to, irrigation systems, fences, underground and overhead utilities, structures, or other private property, survey monuments (if any), and roads, if they are damaged during the course of tree and bush trimming operations.

Roadway shoulders may be closed during operations; however, both travel lanes must remain open at all times.

Grinding material and broadcasting will not be allowed.

Under no circumstance will the County allow the Contractor to open pile burn any trees or slash.

Any and all permits or agreements to haul large, long or heavy equipment to and from the project site through the County of Fresno or Caltrans right-of-way must meet all of the County of Fresno or Caltrans rules and regulations; and permits (if necessary) must be obtained prior to the project start-up.

Holes created from the stump removal or grinding shall be backfilled the same day. Backfill material can either be native soil, stump grindings, or import borrow. Holes shall be compacted, present no danger to the public and must be flush to existing grade. Restoration to grade will not be paid separately, but shall be considered included as part of the removal of dead trees bid item.

### **17-3.03C Equipment**

Use machinery that is in good condition with minimum tolerances between cutting blades. Ensure blades are true to their designed spade and free of bends which could interfere with its operation.

The contractor shall plan and prepare for the use and positioning of the equipment as to accomplish the safe, effective and efficient trimming of trees and bushes

### **17-3.03D Post Operation Clearing**

1. Upon completion of the work, thoroughly clean up the project site.
2. Remove equipment, unused materials, deleterious material, and surplus excavated material.
3. Fine grade all disturbed areas to provide a neat and uniform site.
4. All damaged or altered existing structures, as a result of the work, shall be corrected.

### **17-3.03E Final Acceptance**

Work under this section will be accepted by the Engineer upon satisfactory completion of all work.

### **17-3.04 PAYMENT**

Reserved

## **19 EARTHWORK**

**Replace the first paragraph and list 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.

## **DIVISION VIII MISCELLANEOUS CONSTRUCTION**

### **78 INCIDENTAL CONSTRUCTION**

#### **Add the Following to Section 78-2**

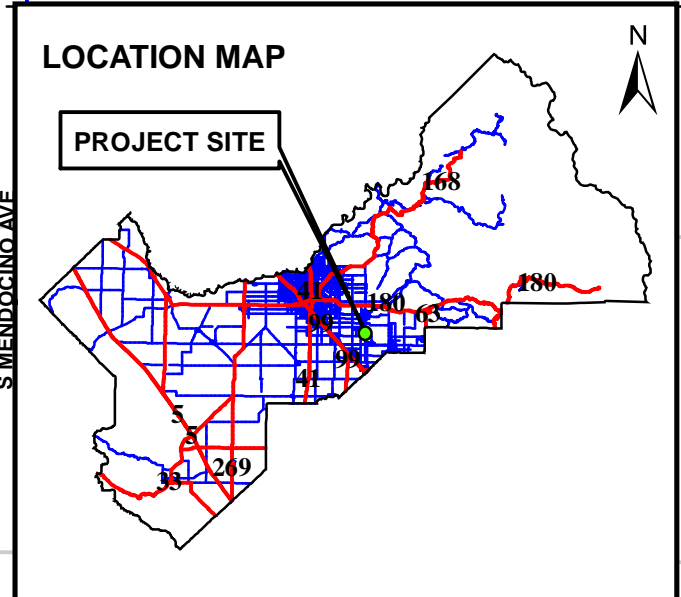
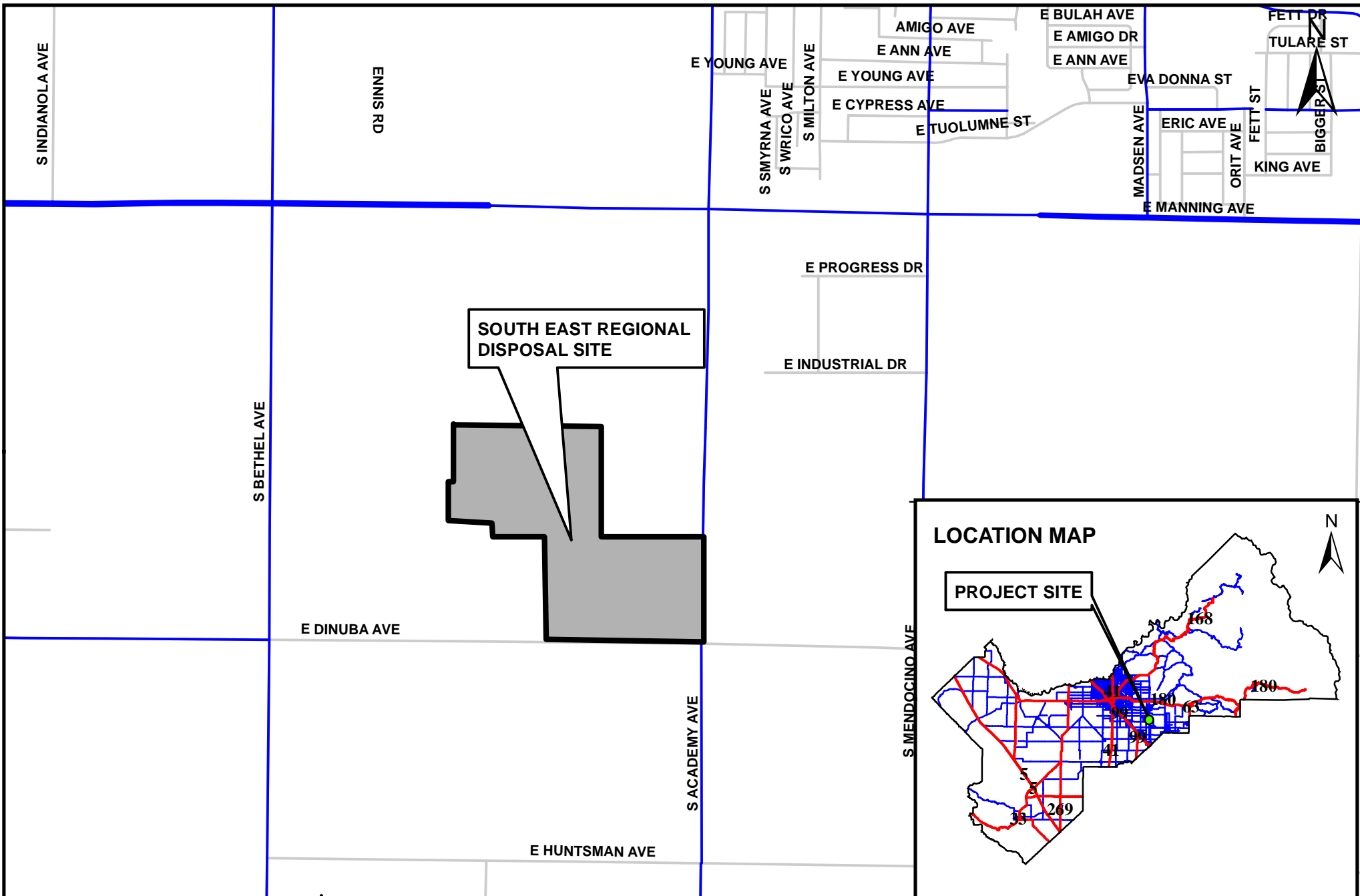
Damaged or destroyed survey monuments shall be replaced with new survey monuments.

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

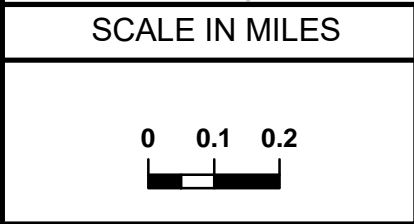
Survey control for the reestablishment of survey monuments will be provided by the Department.



# Project Details



DATE:	
DESIGNED: KX	06/28/2023
DRAWN: KX	06/28/2023
CHECKED:	

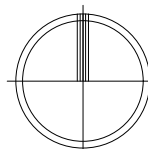


**DEPARTMENT OF PUBLIC WORKS & PLANNING**

**SOUTHEAST REGIONAL DISPOSAL SITE  
YARD FENCE RECONSTRUCTION  
CONTRACT NO. 23-09-SW**



Y:\PROJECTS - CDBG AND OTHER NON R&B PROJECTS\SERD PERIMETER FENCE\PS&ES - EXHIBITS - MAPS\WORKING DRAWING\SHEETS\1 SITE-FENCE LAYOUT1.DWG 7/20/2023 9:25 AM - ZAMORA, CYNTHIA



### SITE PLAN - NEW FENCE LAYOUT

SCALE : 1" = 350'

### GENERAL NOTES

1. ALL WORK MUST BE PERFORMED FROM FRESNO COUNTY PROPERTY SIDE, HOWEVER, IN AREAS WHERE TEMPORARY ACCESS WAS ACQUIRED, THE CONTRACTOR MAY ELECT TO WORK FROM EITHER PROPERTY.
2. PROTECT THE EXISTING IRRIGATION SYSTEM DURING CONSTRUCTION OPERATIONS. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO THE IRRIGATION SYSTEM AND MUST BE REPAIRED PRIOR TO ACCEPTANCE OF THE WORK AND FINAL PAYMENT BY THE COUNTY.
3. AREA PERIMETER MUST BE SECURED AT THE CONCLUSION OF EACH WORK DAY
4. ALL WASTE GENERATED FROM WORK SHALL BE REMOVED FROM THE SITE DAILY, INCLUDING VEGETATION TRIMMINGS. WASTE WILL NOT BE PERMITTED TO BE DISPOSED OF OR STORED ON SITE.
5. THE CONTRACTOR SHALL IDENTIFY, REMOVE, AND DISPOSE OF ANY DEAD TREES AS AUTHORIZED BY THE ENGINEER. TREE STUMPS SHALL BE GROUNDED AND REMOVED TO A MINIMUM 12" BELOW GROUND SURFACE.
6. THE PERIMETER BUSHES ARE TO BE TRIMMED IN SUCH A MANNER THAT PROMOTES VIGOROUS GROWTH AND SHAPED TO LOOK EVEN AND UNIFORM. TRIM THE BUSHES AT A MINIMUM OF 48" AWAY FROM THE FENCE LINE. ANY GROWTH FROM THE BUSHES THAT ARE ON THE GROUND SHALL BE REMOVED.
7. TREES ALONG THE SITE PERIMETER ARE TO BE TRIMMED. REMOVE ALL BRANCHES LESS THAN 7' ABOVE THE GROUND AS WELL AS DEAD BRANCHES. TREES ARE TO BE THINNED OF APPROXIMATELY 30% OF ITS BRANCH WEIGHT.
8. TREES AND/OR BUSHES THAT ARE TOO SMALL TO BE SHAPED TO THE SPECIFICATIONS STATED SHALL BE EXEMPT FROM THOSE SPECIFICATIONS ON AN INDIVIDUAL BASIS. THE CONTRACTOR SHALL IDENTIFY THOSE TREES AND/OR BUSHES FOR THE ENGINEER'S APPROVAL.

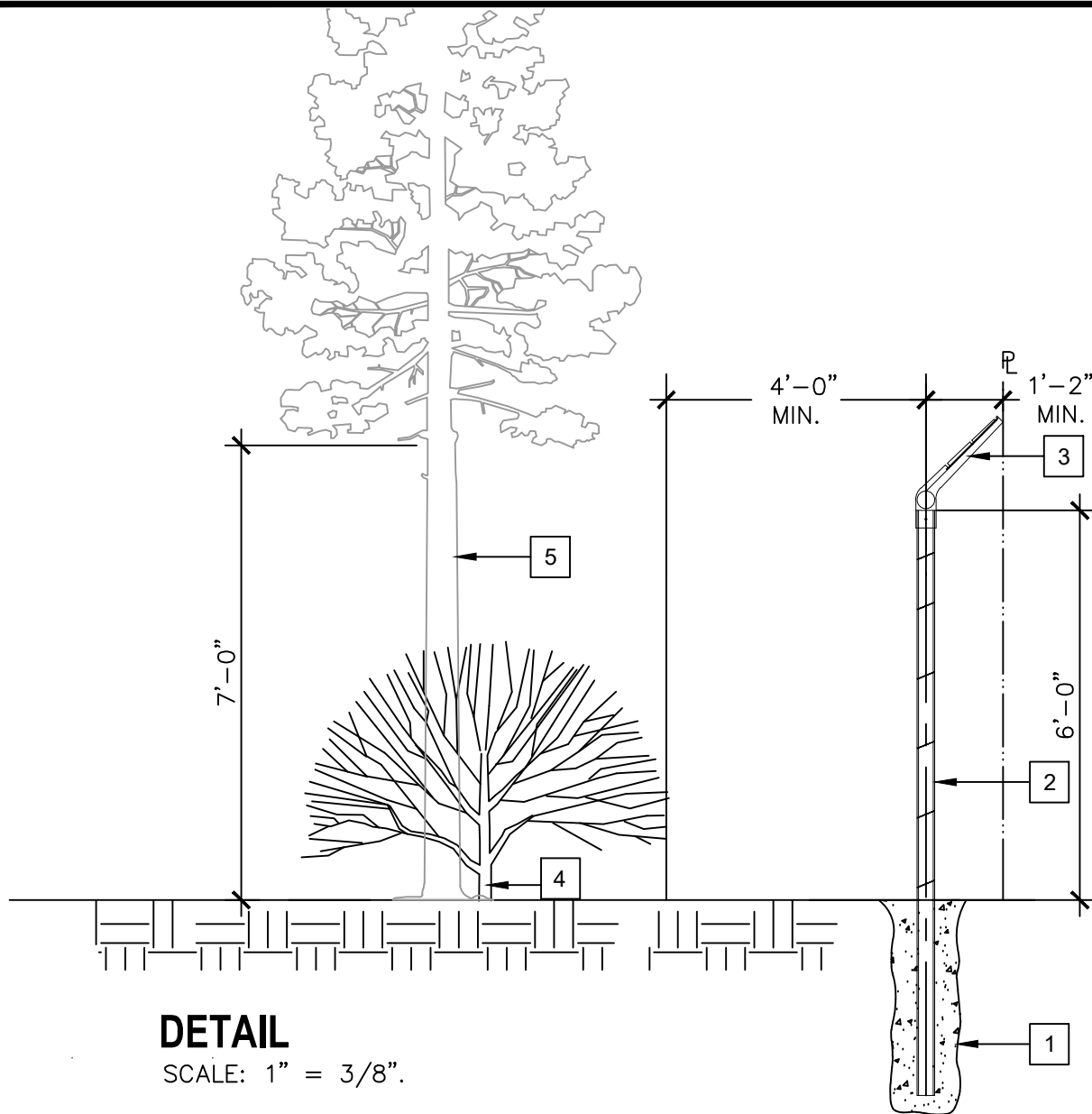
### REFERENCE

- EXISTING FENCE TO REMAIN SEE KEYNOTE # 1
- NEW FENCE SEE KEYNOTE # 2
- 1259.25' NEW CHAIN LINK FENCE LENGTH
- P/L 1259.50' PROPERTY LINE DIMENSION
- - - PROPERTY LINE
- PROPERTY CORNER

### KEY NOTES

1. EXISTING FENCE TO REMAIN AND PROTECT IN PLACE
2. NEW 6' TALL CHAIN LINK FENCE PER CALTRANS STANDARD A85 AND A85A
3. NEW 2-12' CHAIN LINK FENCE GATE PER CALTRANS STANDARD DWG A85A TO REPLACE EXISTING
4. EQUIPMENT AND MATERIAL STAGING AREA

DESIGNED: CZ	DATE: 7-05-23	RECORD DRAWING		SCALE		PROJECT		DEPARTMENT OF PUBLIC WORKS AND PLANNING				
DRAWN: CZ	DATE: 7-05-23	RESIDENT ENGINEER	DATE	SUPERVISING ENGINEER		DATE		SERDS PERIMETER FENCE REPLACEMENT	SITE PLAN - FENCE LAYOUT			
CHECKED: JH	DATE: 7-17-23							ROAD NO.	BRIDGE NO.	DRAWING NO. 11333	SHEET NO. 1	TOTAL 4
FOR RIGHT OF WAY DATA AND ACCURATE ACCESS DETERMINATION, SEE DOCUMENTS IN THE DEPARTMENT OF PUBLIC WORKS AND PLANNING.												



- 1 CONCRETE FOOTING PER CALTRANS STD DWG. A85
- 2 GALVANIZED STEEL POST PER CALTRANS STD. DWG. A85
- 3 THREE (3) STRAND OUTRIGGER ARM ON TOP OF ALL FENCING AND GATES PER CALTRANS STD. DWG, A85A  
OUTRIGGER ARMS SHALL BE ANGLED TO THE OUTSIDE OF THE FENCED AREA.
- 4 SHRUBS TO BE TRIMMED AT A OF MINIMUM 48" AWAY FROM THE FENCE
- 5 REMOVE/TRIM PERIMETER TREE BRANCHES TO CLEAR 7' FROM THE GROUND

**DETAIL**  
SCALE: 1" = 3/8".

CONTRACT NO. 23-09-SW

DESIGNED: CZ	DATE: 7-05-23	SCALE: NONE		DEPARTMENT OF PUBLIC WORKS AND PLANNING RESOURCES DIVISION
DRAWN: CZ	7-05-23	DRAWING NO. 11333		
CHECKED: JH	7-17-23	SHEET NO. 2		SERDS PERIMETER FENCE REPLACEMENT 12716 E. DINUBA AVE., SELMA CA 93662
		TOTAL 4		

FOR RIGHT OF WAY DATA AND ACCURATE ACCESS DETERMINATION, SEE DOCUMENTS IN THE DEPARTMENT OF PUBLIC WORKS AND PLANNING.

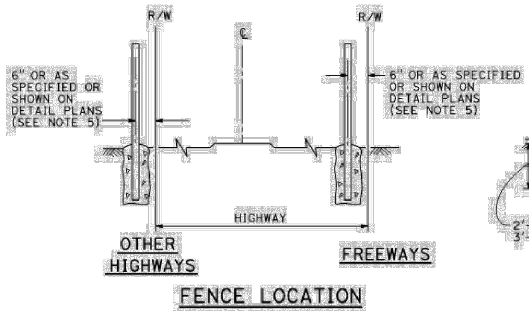


CITY	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

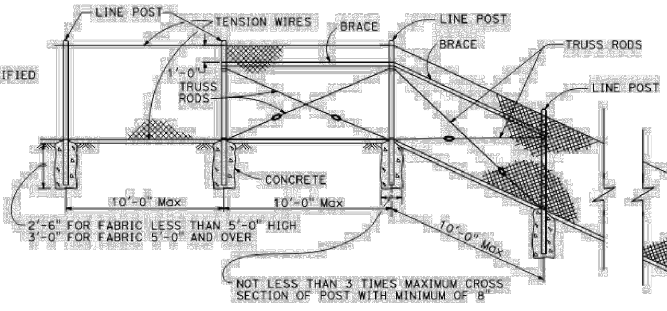
REGISTERED CIVIL ENGINEER  
 October 30, 2015  
 PLANS APPROVAL DATE  
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

BRUCE B. SWANER  
 CE1257  
 6-30-17  
 TITLE  
 STATE OF CALIFORNIA

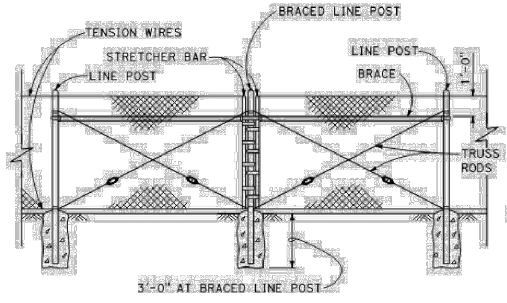
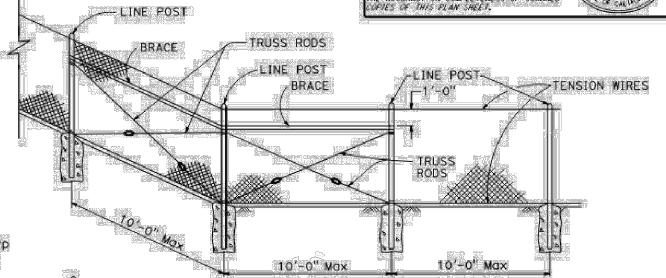
2015 STANDARD PLAN A85



**FENCE LOCATION**

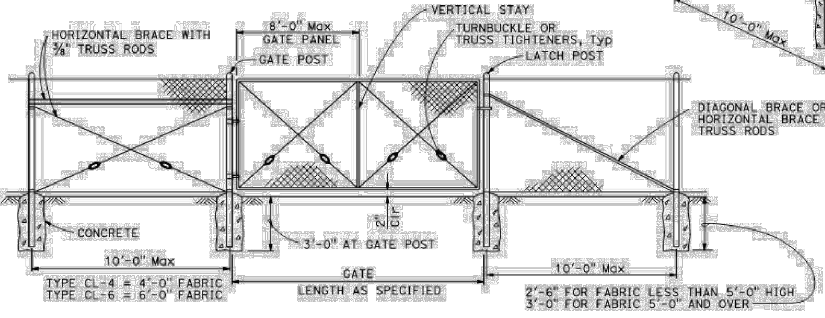


**CHAIN LINK FENCE ON SHARP BREAK IN GRADE**



**BRACED LINE POST INSTALLATION**

Braced line post at intervals not exceeding 100'



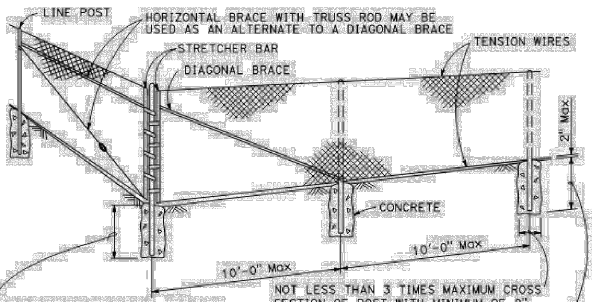
**CHAIN LINK GATE INSTALLATION**

GATE POST			
FENCE HEIGHT	GATE WIDTHS	ROUND OD PIPE	WEIGHT (lb/ft)
6'-0" AND LESS	UP THRU 6'-0"	2.875"	5.80
	OVER 6'-0" THRU 12'-0"	4.500"	10.80
	OVER 12'-0" THRU 18'-0"	5.563"	14.63
	OVER 18'-0" TO 24'-0" Max	6.625"	18.99
OVER 6'-0" TO 8'-0" Max	UP THRU 6'-0"	3.500"	7.58
	OVER 6'-0" THRU 12'-0"	5.563"	14.63
	OVER 12'-0" THRU 18'-0"	6.625"	18.99
	OVER 18'-0" TO 24'-0" Max	8.625"	28.58

Above post dimensions and weights are minimums. Larger sizes may be used upon approval.

**NOTES:**

- The table below shows minimum sized posts and braces complying with the specifications. Larger or heavier post and brace sizes may be used upon approval.
- Sections shown in the tables must also comply with the strength requirements and other provisions of the Specifications.
- Other sections which comply with the strength requirements and other provisions of the Specifications may be used upon approval.
- Options exercised shall be uniform on any one project.
- Offset to be 2'-0" at monument locations, measured at right angles to R/W Lines. Taper to achieve offset to be at least 20'-0" long.
- See Standard Plan A85B for Brace, Stretcher Bar, and Truss Tightener Details.



**CORNER POST**

FENCE HEIGHT	TYPICAL MEMBER DIMENSIONS (See Notes)									
	LINE POSTS				END, LATCH AND CORNER POSTS		BRACES			
	ROUND OD PIPE	WEIGHT (lb/ft)	ROLL FORMED		ROUND OD PIPE	WEIGHT (lb/ft)	ROLL FORMED			
			SECTION	WEIGHT (lb/ft)			SECTION	WEIGHT (lb/ft)		
6'-0" AND LESS	1.900"	2.72	1.875" x 1.625"	1.85	2.375"	3.65	1.66"	2.27	1.625" x 1.25"	1.35
OVER 6'-0" TO 8'-0" Max	2.375"	3.65	2.25" x 1.70"	2.78	2.875"	5.80	1.66"	2.27	1.625" x 1.25"	1.35

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**CHAIN LINK FENCE**  
 NO SCALE

**A85**

CONTRACT NO. 23-09-SW

DESIGNED: CZ	DATE: 7-05-23	SCALE: NONE	NONE
DRAWN: CZ	DATE: 7-05-23	DRAWING NO. 11333	11333
CHECKED: JH	DATE: 7-17-23	SHEET NO. 3	3
		TOTAL 4	4



DEPARTMENT OF PUBLIC WORKS AND PLANNING  
 RESOURCES DIVISION  
 SERDS PERIMETER FENCE REPLACEMENT  
 12716 E. DINUBA AVE., SELMA CA 93662

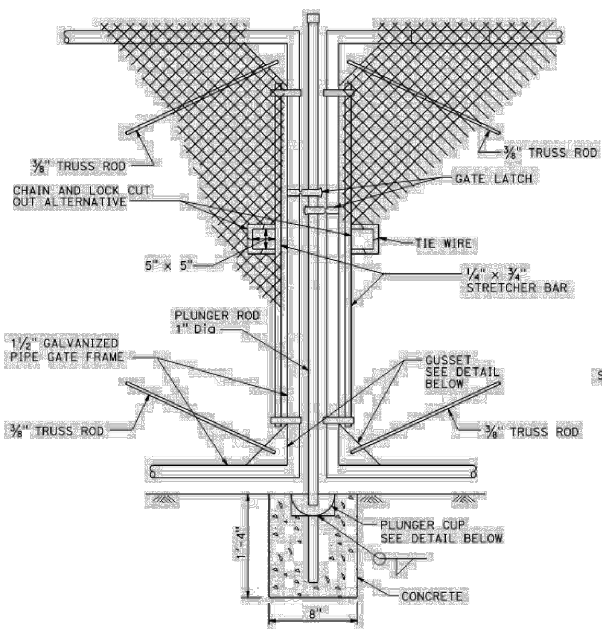
**NOTES:**

1. H is 2'-6" for fabric less than 5'-0" high.  
H is 3'-0" for fabric 5'-0" and over.
2. T is not less than 3 times maximum cross section of post with minimum of 8".
3. See Standard Plan A85 for Chain Link Fencing dimensions.
4. See Detail A on Standard Plan A86B for connection at headwall.
5. See Detail D on Standard Plan A86B for connection at headwall.

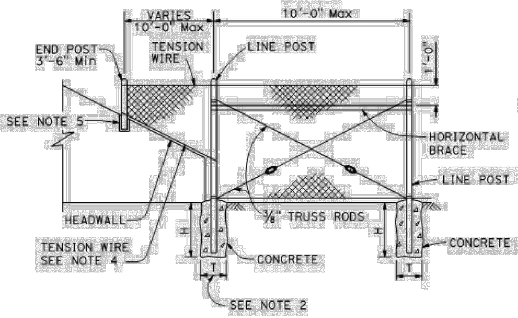
DESIGN COUNTY:	ROUTE:	POST MILES:	SHEET NO.:	TOTAL SHEETS:
		TOTAL PROJECT:		

REGISTERED CIVIL ENGINEER  
 October 30, 2015  
 PLANS APPROVAL DATE  
 Bruce D. Swinger  
 C61257  
 6-30-17  
 CIVIL ENGINEER  
 STATE OF CALIFORNIA

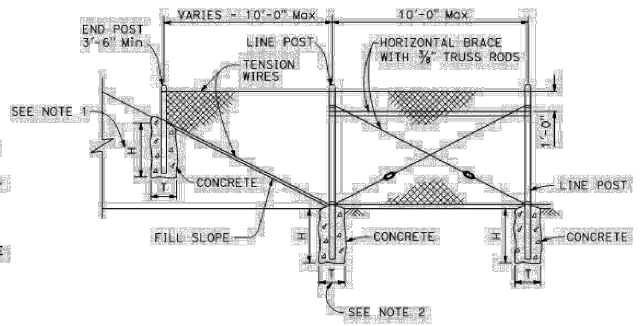
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



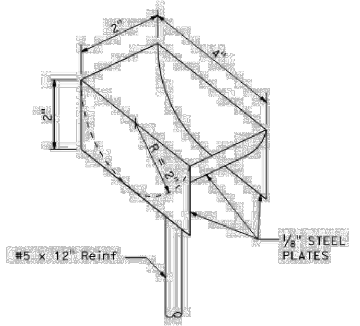
**DOUBLE GATE  
REMOVABLE CENTER POST**



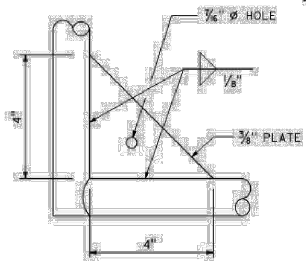
**METHOD OF TYING FENCE TO HEADWALL**



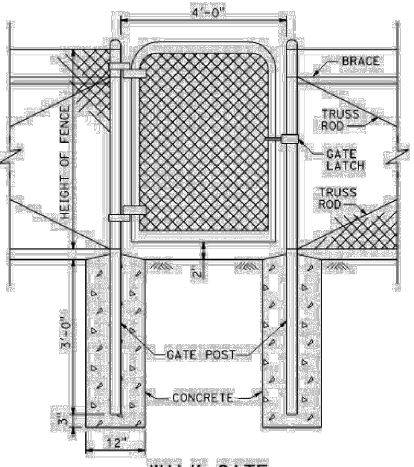
**METHOD OF ERECTING FENCE FOR FILL SLOPE**



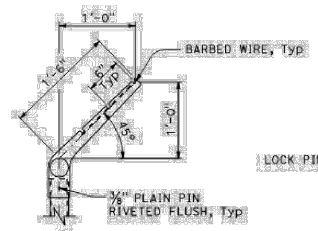
**PLUNGER CUP DETAIL**



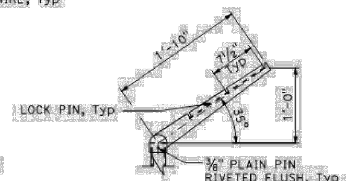
**GUSSET DETAIL**



**WALK GATE**



**LINE POST**



**CORNER POST**



**BARBED WIRE POST TOP**

**CHAIN LINK FENCE DETAILS**

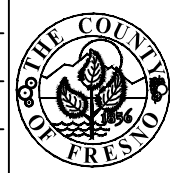
NO SCALE

**A85A**

CONTRACT NO. 23-09-SW

DESIGNED:	CZ	DATE:	7-05-23
DRAWN:	CZ	DATE:	7-05-23
CHECKED:	JH	DATE:	7-17-23

SCALE	NONE
DRAWING NO.	11333
SHEET NO.	4
TOTAL	4



DEPARTMENT OF PUBLIC WORKS AND PLANNING  
RESOURCES DIVISION

SERDS PERIMETER FENCE REPLACEMENT  
12716 E. DINUBA AVE., SELMA CA 93662

# SELF-DEALING TRANSACTION DISCLOSURE FORM

(1) Company Board Member Information:

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

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

(2) Company/Agency Name and Address:

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

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

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(5) Authorized Signature

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **SELF-DEALING TRANSACTION DISCLOSURE FORM INSTRUCTIONS**

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and which one or more of its directors has a material financial interest"*

The definition above will be utilized for purposes of completing the disclosure form.

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Codes.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).





expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
3. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
4. Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
5. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Under 2 CA Code of Regs § 11122:

### **STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOV. CODE SECTION 12990)**

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:
  - a. "Act" means the Fair Employment and Housing Act.
  - b. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer members of any group protected by the Act shall excuse the contractor's obligations under these specifications, Government Code section 12990, or the regulations promulgated pursuant thereto.5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under steps a. through e. below:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor shall specifically ensure that all foremen, superintendents, and other on-site

- supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment.
- b. Provide written notification within seven days to the director of the DFEH when the referral process of the union or unions with which the contractor has a collective bargaining agreement has impeded the contractor's efforts to meet its obligations.
  - c. Disseminate the contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
  - e. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations that assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on equal employment opportunity in the industry, ensures that the concrete benefits of the program are reflected in the contractor's workforce participation, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's.
  8. The contractor is required to provide equal employment opportunity for all persons. Consequently, the contractor may be in violation of the Fair Employment and Housing Act (Government Code section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
  9. The contractor shall not use the nondiscrimination standards to discriminate against any person because race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
  10. The contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code section 12990.
  11. The contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code section 12990 and its implementing regulations by the awarding agency. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code section 12990.
  12. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

**Add to the end of the 2nd sentence in the 1st paragraph of section 7-1.02K(1):**

, and hauling and delivery of ready-mixed concrete.

04-22-16





# BID BOOK

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## SOUTHEAST REGIONAL DISPOSAL SITE PERIMETER FENCE REPLACEMENT

BUDGET / ACCOUNT: 9020 / 8150



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*Department of Public Works and Planning*

CONTRACT NUMBER 23-09-SW

# BID BOOK TABLE OF CONTENTS

## SOUTHEAST REGIONAL DISPOSAL SITE PERIMETER FENCE REPLACEMENT CONTRACT NUMBER 23-09-SW

<b>PROPOSAL NUMBER(S)</b>	<b>TITLE</b>
<b>NOT APPLICABLE</b>	<b>INSTRUCTIONS FOR COMPLETING THE BID BOOK</b>
<b>1</b>	<b>PROPOSAL TO THE COUNTY OF FRESNO</b>
<b>2</b>	<b>BID ITEM LIST</b>
<b>3</b>	<b>EVALUATION OF BID ITEM LIST</b>
<b>4</b>	<b>BID SECURITY</b>
<b>5</b>	<b>NON-COLLUSION DECLARATION</b>
<b>6</b>	<b>PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT</b>
<b>7</b>	<b>PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE AND PUBLIC CONTRACT CODE 10232 STATEMENT</b>
<b>8(A) – 8(C)</b>	<b>SUBCONTRACTORS</b>
<b>9 - 16</b>	<b>NOT USED</b>
<b>17</b>	<b>GUARANTY</b>

# INSTRUCTIONS FOR COMPLETING THE BID BOOK FOR NON-FEDERAL AID PROJECTS

## General

Complete forms in the *Bid* book.

Submit an electronic bid online at <http://www.BidExpress.com> (Section 2-1.33D) 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.

## 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 County of Fresno – Proposal 1

Provided for information.

## Bid Item List – 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 Item List – 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 of the bid:

- Cash
- Cashier's check
- Certified check



- Signed bidder's bond by an admitted surety insurer

Indicate type of bid security provided.

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

Acknowledge Addenda

Provide contractor's license information.

State business name and if business is a:

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

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

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

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

- Business Address - Firm's Street Address
- Mailing Address - P.O. Box or Street Address
- Complete, sign, and return with bid.

### **Noncollusion Declaration – Proposal 5**

Must be completed, signed, and returned with bid.

### **Public Contract Code Section 10285.1 Statement – Proposal 6**

Select “has” or “has not” in accordance with instructions on form, return completed form 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(a) through Proposal 8(c)**

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, the contractor’s license number and the public works contractor registration number issued pursuant to Labor Code Section 1725.5, for each listed subcontractor.

- 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 license number for each subcontractor.

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

- Complete physical address for each subcontractor listed.
- Percentage of the total bid or dollar amount associated with each subcontractor listed.
- Department of Industrial Relations registration number.

### **Proposal 9 - Proposal 16 – Not Used**

### **Guaranty - Proposal 17**

This document may, but does not need to be, submitted with the bid. It is part of the contract documents and must be separately signed and submitted by the contractor to whom the award is made, together with the executed Agreement.

## PROPOSAL TO THE COUNTY OF FRESNO

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hereinafter called the Owner

### **SOUTHEAST REGIONAL DISPOSAL SITE PERIMETER FENCE REPLACEMENT**

The work embraced herein shall be done in accordance with the 2015 Standard Specifications and with the 2015 Standard Plans, of the State of California, Department of Transportation insofar as the same may apply and in accordance with these special provisions.

Except to the extent that they may conflict with these special provisions, revised Standard Specifications apply to the extent included in the section entitled "Project Details" of the book entitled "Specifications."

The 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 #  
23-09-SW

Contract Name  
Southeast Regional Disposal Site Perimeter Fence Replacement

Location  
12716 E. Dinuba Ave., Selma CA

### Bid Items

Item ID	Quantity	Unit	Unit Price	Total
Description				
1	65000	\$	\$1	\$65,000
Supplemental Work				
2	1	LS	\$	\$
Job Site Management				
3	1	LS	\$	\$
Traffic Control System				
4	1	LS	\$	\$
Clearing and Grubbing				
5	1	LS	\$	\$
Prepare and Implement Water Pollution Control Plan				
6	30	EA	\$	\$
Trim and Shape Perimeter Bushes				
7	59	EA	\$	\$
Cut/ Limb Up Tree Branches Less Than 7' Above The Ground				
8	5	EA	\$	\$
Identify, Remove and Dispose Dead Trees as Authorized by the Engineer				

9	8765	LF	\$	\$
Remove and Dispose Existing Fence and Gate				
10	8765	LF	\$	\$
Install 6' High Chainlink Fence with 3 Strands of Barbed Wire, Posts on Concrete Foundation, and Appurtenances				
11	1	EA	\$	\$
Install 2-12' Wide Chainlink Double Gate with 3 Strands of Barbed Wire, Posts on Concrete Foundation and Appurtenances				
12	1	LS	\$	\$
Finishing Roadway				
13	1	LS	\$	\$
Health and Safety				
14	1	LS	\$	\$
Mobilization				

Bid Items Total: \$

## **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**

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.*

Business Owners and Officers Names \_\_\_\_\_

*Note: If bidder or other interested person is:*

- a corporation, list names of the president, secretary, treasurer and manager thereof
- a partnership, list names of all individual co-partners composing firm.
- an individual, state first and last name in full.

Names of Owners and Key Employees \_\_\_\_\_

*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.

**Proposal 4**

**Contract Number 23-09-SW**

To the County of Fresno:

**NONCOLLUSION 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 \_\_\_\_\_, 2023,

at \_\_\_\_\_.”  
[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.**

<p><b>SUBCONTRACTOR:</b> _____</p> <p>Business Address: _____</p> <p>Class ____ License No. _____ DIR Registration No. _____</p> <p>Item No. or Description of Work: _____</p> <p>Dollar Amount _____ <b>OR</b> Percentage of Total Bid _____</p> <p>Email Address: _____</p>
<p><b>SUBCONTRACTOR:</b> _____</p> <p>Business Address: _____</p> <p>Class ____ License No. _____ DIR Registration No _____</p> <p>Item No. or Description of Work: _____</p> <p>Dollar Amount _____ <b>OR</b> Percentage of Total Bid _____</p> <p>Email Address: _____</p>

**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: \_\_\_\_\_

(This guaranty shall be executed by the successful bidder in accordance with instructions in the special provisions. The bidder may execute the guaranty on this page at the time of submitting his bid.)

**G U A R A N T Y**

To the Owner: County of Fresno

**CONTRACT NUMBER 23-09-SW**

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:

## SOUTHEAST REGIONAL DISPOSAL SITE PERIMETER FENCE REPLACEMENT

### CONTRACT NUMBER: 23-09-SW

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 his surety of its intention to terminate the contract, and unless within five days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon the expiration of said five days, cease and terminate.

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

**ARTICLE V.** 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 in duplicate, to the COUNTY OF FRESNO and all other participating agencies, whether or not said agencies are named herein, who contribute to the cost of the work or have jurisdiction over areas in which the work is to be performed and all officers and employees of said agencies while acting within the course and scope of their duties and responsibilities.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M Best Company rating of A FSC VII or better.



Without limiting the COUNTY'S right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

**A. Commercial General Liability**

Commercial General Liability Insurance with limits not less than those shown in the following table:

**Liability Insurance Requirements**

Total bid	For each occurrence <sup>a</sup>	Aggregate for products/completed operation	General aggregate <sup>b</sup>	Umbrella or excess liability <sup>c</sup>
≤ \$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
> \$1,000,000				
≤ \$10,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000
> \$10,000,000				
≤ \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$15,000,000
> \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$25,000,000

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

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

<sup>c</sup>The umbrella or excess policy must contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

This policy shall be issued on a per occurrence basis. 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 for all of the foregoing policies, as required herein, to the County of Fresno, or to [designservices@fresnocountyca.gov](mailto:designservices@fresnocountyca.gov), stating that such insurance coverages have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for an premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement 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 of thirty (30) days advance written notice given to COUNTY.

#### B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. Coverage should include owned and non-owned vehicles used in connection with this Agreement and all applicable endorsements.

#### C. Professional Liability

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

#### D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

**ARTICLE VI.** Contractor represents that he has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance, in duplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten days notice of cancellation. If Contractor self-insures Worker's Compensation, Certificate of Consent to Self-insure should be provided the Owner.

**ARTICLE VII.** The Contractor shall forthwith furnish in duplicate, a faithful performance bond in an amount equal to 100% of the contract price and a payment bond in an amount equal to 100% of the contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

The payment bond shall contain provisions such that if the Contractor or his subcontractors shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract, or (b) any amounts required to be deducted, withheld and paid over to the Employment Development Department and to the Franchise Tax Board from the wages of the employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

**ARTICLE VIII.** 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.

This Contract, **23-09-SW**, 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 \_\_\_\_\_, 2023

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
COUNTY OF FRESNO  
(OWNER)

By \_\_\_\_\_

By \_\_\_\_\_  
Sal Quintero, 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