REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, July 16, 2025
6:00 p.m.

Council Chambers
City Hall

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live-streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 838 9539 0721 #. Press *9 to raise your hand to comment and *6 to unmute yourself to speak. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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CALL TO ORDER:

ROLL CALL: Mayor Cece Gallegos
Mayor Pro Tem Jose Rodriguez, District 2
Councilmember Rohi Zacharia, District 1
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Councilmember Elsa Mejia, District 5
Councilmember Artemio Villegas, District 6

INVOCATION: Pastor Joe Alicea, Awaken Church of God

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PRESENTATIONS: None

PUBLIC COMMENT:
The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

A. PUBLIC HEARINGS:

A-1 Establishment of Cannabis Business Permit Fees for the Annual Renewal of Cannabis Business Permits

Recommendation: Conduct a Public Hearing and Adopt a Resolution of the City Council of the City of Madera Establishing a Fee of $2816.70 for the Annual Renewal of Cannabis Business Permits (Report by Will Tackett)

B. CONSENT CALENDAR:

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.

B-1 Minutes – July 2, 2025

Recommendation: Approve the City Council Minutes of July 2, 2025 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for June 21, 2025 to July 4, 2025 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

Recommendation: This report is submitted for informational purposes only and there is no action requested from the City Council (Report by Wendy Silva)

B-4 Quarterly Board, Commission, and Committee Attendance

Recommendation: This report is submitted for informational purposes only and there is no action requested from the City Council (Report by Arnoldo Rodriguez)

B-5 Informational Report on Contract City Attorney Services and Litigation Expenditures

Recommendation: This report is submitted for informational purposes only and there is no action requested from the City Council (Report by Arnoldo Rodriguez)

B-6 Federal Aviation Administration Airport Infrastructure Grants and Airport Improvement Program Grants for the Madera Municipal Airport

Recommendation: Adopt a Resolution:

1. Ratifying the submitted grant applications for Federal Fiscal Years 2025 and 2026; and
2. Authorizing the City Manager to accept the Federal Aviation Administration (FAA) Airport Infrastructure Grants (AIG) and the Airport Improvement Program (AIP) grants, including subsequent amendments thereto, that are likely to follow those applications for projects at the Madera Municipal Airport (Airport) (Report by Arnoldo Rodriguez)

B-7 Memorandum of Understanding (MOU) with Mid Management (MM)

Recommendation: It is recommended the City Council adopt a resolution approving the MOU between the City of Madera and MM effective July 16, 2025, through June 30, 2027 (Report by Wendy Silva)

B-8 Adoption of Updated City of Madera Full Time Salary Schedules

Recommendation: Adopt a Resolution Approving Revised City of Madera Full Time Salary Schedules Effective June 28, 2025, and July 12, 2025 (Report by Wendy Silva)

B-9 Acceptance of a Grant Award from the State of California Department of California Highway Patrol

Recommendation: Adopt Resolutions:

1. Accepting the Grant Award in the amount of $83,468; and
2. Amending the City's 2025/26 Adopted Budget by $83,468 to Reflect Revenues and Expenditures Related to the Grant (Report by Giachino Chiaramonte)

B-10 Madera County Narcotic Enforcement Team Memorandum of Understanding

Recommendation: Adopt a Resolution Approving a Multi-agency Memorandum of Understanding Establishing the Madera County Narcotic Enforcement Team and Authorizing the Chief of Police to Execute the Agreement (Report by Giachino Chiaramonte)

B-11 Lease Agreement with Madera Unified School District and California Teaching Fellows Foundation for the John Wells Youth Center

Recommendation: 1. Adopt a Resolution Approving a Two-Year Lease Agreement between the City of Madera and Madera Unified School District for Occupation and Use of Facilities at the John W. Wells Youth Center

2. Adopt a Resolution Approving a Two-Year Lease Agreement between the City of Madera and California Teaching Fellows Foundation for the Occupation and Use of Facilities at the John Wells Youth Center (Report by Joseph Hebert)

B-12 Assemblywoman Esmeralda Soria Fee Waiver Request for the Community Resource Fair and Backpack Giveaway

Recommendation: Adopt a Resolution Waiving the Rental Fees of the Pan-American Community Center (PACC) on August 5, 2025, related to the Community Resource Fair and Backpack Giveaway event hosted by Assemblywoman Esmeralda Soria, at an Anticipated Rental Fee of $790 (Report by Joseph Hebert)

B-13 Madera Coalition for Community Justice Fee Waiver Request for the Electric Vehicle Application Clinic Resource Event

Recommendation: Adopt a Resolution Waiving the Rental Fees of the Frank Bergon Senior Center (FBSC) on August 9, 2025, related to the Electric Vehicle Application Clinic Resource Event hosted by the Madera Coalition for Community Justice (MCCJ), at an Anticipated Rental Fee of $715 (Report by Joseph Hebert)

B-14 Budget Amendment for Fiscal Year 2025/26 for Centrifuge #2 Rehabilitation

Recommendation: Approve a Resolution Authorizing a Budget Amendment for $60,000 to Fund the Rehabilitation of Centrifuge #2 at the Wastewater Treatment Plant (Report by Arnoldo Rodriguez)

C. WORKSHOP: None

D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:

D-1 Community and Park Facility Parking Lot Surface Rehabilitation, City Project No. PK-81, CDBG Block Grant and City Hall Parking Lot Resurfacing

Recommendation: Adopt a Resolution:

1. Approving a contract award for Community and Park Facility Parking Lot Surface Rehabilitation, City Project No. PK-81 CDBG Block Grant Including Bid Alternate 1 Mountain Vista Parking Lot and Bid Alternate 2 City Hall Parking Lot in the amount of $743,120.00 to VSS International, Inc., and
2. Approving a budget amendment in the amount of $194,830.84 to fully fund the project; and
3. Determining the project is Categorically Exempt pursuant to Section 15301, Class 1 (Existing Facilities) of the California Environmental Quality Act (CEQA) (Report by Keith Helmuth)

D-2 Contractor Services Agreement with Tosted Asphalt, Inc. for IFB 202425-23 Lions Town & Country Park Trail Improvements

Recommendation: Adopt a Resolution Awarding a Construction Services Agreement under Invitation for Bid (IFB) 202425-23 for the Lions Town & Country Park Trail Improvements for $841,019.63 to Tosted Asphalt, Inc., with a Construction Contingency of up to 10 Percent of the Original Construction

Agreement amount, up to $84,102 (Report by Joseph Hebert)

E. ADMINISTRATIVE REPORTS:

E-1 Parks & Community Services Department Fiscal Year 2024/25 Quarter 4 Recap

Recommendation: This report is submitted to provide the City Council with an informational report on the status of the Parks & Community Services (PCS) Department Fiscal Year 2024/25 Quarter 4 Recap (Report by Joseph Hebert)

E-2 Appointments to the Golf Course Advisory Committee

Recommendation: This report is submitted to request direction from the City Council on the Golf Course Advisory Committee Members (Report by Joseph Hebert)

E-3 Informational Report on the Madera Metro Transit System

Recommendation: This report is submitted for informational purposes and there is no action requested from the City Council (Report by Michael Lima)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items, and (iv) to take action on matters initiated under this section of the agenda. Under this section, the Council may take action only on items specifically agendized and which meet other requirements for action.

G. CLOSED SESSION: None

FUTURE MEETING DATES:

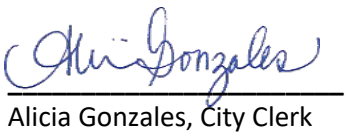
- Wednesday, August 20, 2025
- Wednesday, September 3, 2025

ADJOURNMENT:

- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov . Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be made as soon as practicable as additional time may be required for the City to arrange or provide the requested accommodation. Requests may also be delivered/mailed to: City of Madera, Attn: City Clerk, 205 W. 4th Street, Madera, CA 93637. At least seventy-two (72) hours' notice prior to the meeting is requested but not required. When making a request, please provide sufficient details that the City may evaluate the nature of the request and available accommodations to support meeting participation. Please also provide appropriate contact information should the City need to engage in an interactive discussion regarding the requested accommodation.
- Please silence or turn off cell phones and electronic devices while the meeting is in session.
- Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
- Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's office located at 205 W. 4th Street, Madera, CA 93637 and on the City website at www.madera.gov

- Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
- Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.

I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for July 16, 2025, near the front entrances of City Hall and on the City's website www.madera.gov at 5:00 p.m. on July 11, 2025.



Alicia Gonzales, City Clerk

REPORT TO CITY COUNCIL

Approved by:

_____

Will Tackett, Community Development Director

_____

Arnoldo Rodriguez, City Manager

Council Meeting of: July 16, 2025

Agenda Number: A-1

SUBJECT:

Establishment of Cannabis Business Permit Fees for the Annual Renewal of Cannabis Business Permits.

RECOMMENDATION:

Conduct a Public Hearing and Adopt a Resolution of the City Council of the City of Madera Establishing a Fee of $2816.70 for the Annual Renewal of Cannabis Business Permits.

SUMMARY:

The Cannabis Business Permit Ordinance of the City of Madera (Title VI, Chapter 5 of the City Municipal Code [CMC]) provides each cannabis business permit issued shall expire 12 months after the date of issuance (CMC § 6-5.15[A}). Cannabis business permits may be renewed (annually) as provided in CMC § 6-5.18, which states the applicant shall pay a fee in an amount to be set by the City Council to cover the costs of processing the renewal permit application, together with any costs incurred by the City to administer the program created under the Cannabis Business Permit Ordinance.

On December 1, 2021, the City Council passed and adopted Resolution No. 21-168 establishing fees for Commercial Cannabis Business Permits. Expenses associated with the operation and administration of the cannabis regulatory program were incorporated into commercial cannabis permit fees based upon a cost recovery analysis built upon a reasonable estimate of costs, including staff time, necessary to provide these services. While Resolution No. 21-168 established fee amounts for business applications, zoning verifications, background checks and live scans, it did not identify a fee to cover the costs of processing the renewal permit application in accordance with CMC § 6-5.18(C).

City staff requests and recommends the Council adopt the attached Resolution to establish a fee of $2,816.70 for the Annual Renewal of Cannabis Business Permits.

BACKGROUND & DISCUSSION:

The Cannabis Business Permit is a regulatory permit issued by the City pursuant to the provisions of the Cannabis Business Permit Ordinance (the "Ordinance") to a commercial cannabis business and is required before any commercial cannabis activity may be conducted in the city. The initial permit and annual renewal of a commercial cannabis business is made expressly contingent upon the business's ongoing compliance with all of the requirements of the Ordinance and any regulations adopted by the city governing the commercial cannabis activity at issue.

The provisions of CMC § 6-5.18(D), pertaining to the Renewal of Cannabis Business Permits, state an application for renewal of a cannabis business permit shall be rejected if any of the following exists:

(1) The application is filed less than 60 days before its expiration or a shorter time period which shall be at the discretion of the City Manager.

(2) The cannabis business permit is suspended or revoked at the time of the application.

(3) The cannabis business has not been in regular and continuous operation in the four months prior to the renewal application or the approved extension of the deadline from the City Manager.

(4) The cannabis business has failed to conform to the requirements of the cannabis business permit or this chapter or any regulations adopted pursuant to this chapter.

(5) The permittee fails or is unable to renew its State of California license.

(6) If the state has determined, based on substantial evidence, that the permittee or applicant is in violation of the requirements of the state rules and regulations and the state has determined that the violation is grounds for termination or revocation of the cannabis business permit.

Additionally, CMC § 6-5.35, pertaining to Records and Recordkeeping, provides as follows:

(A) Each owner and operator of a cannabis business shall maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a cannabis business permit issued pursuant to this chapter), or at any time upon reasonable request of the city, each cannabis business shall file a sworn statement detailing the number of sales by the cannabis business during the previous 12-month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes and fees paid or due to be paid. On an annual basis, each owner and operator shall submit to the city a financial audit of the business's operations conducted

by an independent certified public accountant. Each permittee shall be subject to a regulatory compliance review and financial audit as determined by the city.

On March 20, 2024, the City Council passed and adopted Resolution No. 24-38, approving an Agreement with HdL Companies to Provide Consulting Services for Commercial Cannabis Business Regulation, Management and Enforcement, and Establishing Fees for Cannabis Business Permits. In accordance with the provisions of CMC §§ 6-5.18 & 6-5.35 and pursuant to the terms of the Agreement, HdL will do the following in association with the renewal application:

- Conduct one or more on-site compliance inspections annually, as requested by the City, for each permitted cannabis business to determine compliance with State and/or local laws. If HdL identifies any non-compliant activities, we will provide the City with a recommended appropriate action to address the deficiency and to ensure future compliance by the permittee.
    - The fee established for HdL to conduct annual compliance inspections is $2,500 per inspection.
- Conduct an annual revenue audit of each cannabis business to verify the accuracy of the revenue reported and remitted to the City during the review period and will recommend a tax assessment should the audit reveal any unreported revenue. As part of the audit process, Hdl will conduct a risk-based review of each business using our proprietary Cannabis Analytical Testing System (CATS™). CATS was designed by Hdl to address the unique challenges associated with auditing the cannabis industry. CATS allows audit staff to cross-analyze multiple business records to identify reporting variances, discrepancies and outliers to produce the most accurate measure of gross receipts on behalf of the City.
    - The fee established for HdL to conduct annual revenue audits was $10,000 per audit.

Review Authority:

The City Manager is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the City Manager is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure compliance with state or local laws and regulations or to preserve the public health, safety, or welfare.

Appeals:

Appeals from the decision of the City Manager shall be handled pursuant to the Ordinance. On October 19, 2022, the City Council passed and adopted Resolution No. 22-177 Establishing Fees for Commercial Cannabis Business Permit Appeal Hearings. These appeal fees were adopted for all Cannabis Business Permit applications (including renewal applications pursuant to CMC § 6-5.22) which may require appeal hearings before either a hearing officer and/or the City Council.

If a renewal application is denied, a person may file a new application pursuant to the Ordinance not sooner than one year from the date of the denial.

Processing Fees:

Based upon the annual renewal requirements listed herein above, and based upon the services that will be afforded through Agreement with HdL, establishment of a fee to cover the City's costs for administration and processing the renewal permit application in accordance with CMC § 6-5.18(C) will be limited to: handling of the renewal application (including application completeness review, fee processing, distribution, consultant coordination); verification of business (tax) license status and history as well as review of the consultant's annual revenue audit and tax assessments; consideration of Police Department calls-for-service; evaluation of compliance with the Cannabis Business Ordinance and Permit requirements (including the Community Benefit Agreement); and, preparation and consideration of reports/recommendations to the City Manager.

Table 1: *Costs of services for processing renewal applications*

Personnel	*Approximate Hours*	*Rate per hour*	*Costs*
Planning Department *Admin. Asst. & Planner (avg.)*	8	$108.32	$866.56
Finance Department *Accountant (avg.)*	16	$71.00	$1136.00
Police Department	0	$0.00	$0.00
City Manager	3	$135.88	$407.64
City Attorney	1.5	$271.00	$406.50
Proposed Renewal Application Processing Fee			**$2,816.70**

FINANCIAL IMPACT:

All City of Madera Cannabis program application fees were and are intended to offset administrative and operational costs associated with the implementation of the Cannabis Business Ordinance and regulation of Commercial Cannabis Business Permits. The proposed renewal application processing fee similarly serves to help offset the costs of the required annual Cannabis Business Permit renewal process.

ALTERNATIVES:

The Council may direct staff to return with additional information and/or fee considerations.

ATTACHMENTS:

1. Resolution of the City Council of the City of Madera Establishing a Fee of $2,816.70 for the Annual Renewal of Cannabis Business Permits.

ATTACHMENT 1

City Council Resolution

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ESTABLISHING A FEE OF $2816.70 FOR THE ANNUAL RENEWAL OF CANNABIS BUSINESS PERMITS

WHEREAS, on June 16, 2021, the City Council of the City of Madera adopted Ordinance No. 977 C.S. adding Chapter 5 to Title VI (Cannabis Businesses) to the City Municipal Code to permit commercial cannabis businesses within the City and establish a regulatory program requiring all commercial cannabis uses to obtain a commercial cannabis business permit issued by the City prior to commencing operation; and

WHEREAS, the Ordinance provides for various fess and charges to be paid by applicants for cannabis business permits and for operation of cannabis businesses; and

WHEREAS, City Municipal Code Section 6-5.37 provides that fees and charges for cannabis business operations shall be established by City Council resolution.

NOW THEREFORE, be it resolved by the City Council of the City of Madera as follows:

1. Recitals: The foregoing recitals are true and correct and are incorporated herein.

2. Fee Schedule Adopted: The City Council hereby adopts a fee schedule for Cannabis Business Permit renewal applications as herein referenced.

3. Fees : The City Council establishes the following fee as authorized by City Municipal Code Section 6-5.37:

    A. Fees for all Cannabis Business Permit Renewal Applications are as follows:

        1) Cannabis Business Permit Renewal Application Processing Fee - $2600.00

4. Fee Schedule: The foregoing fee shall be deemed a part of the City's Master Fee Schedule.

5. Effective Date: This resolution is effective immediately upon adoption.

* * * * *

Item:	B-1
Minutes for:	07/02/2025
Adopted:	07/16/2025

Minutes of a Regular Meeting of the Madera City Council

Wednesday, July 2, 2025 **Council Chambers**
6:00 p.m. **City Hall**

The Madera City Council meetings are open to the public. The meeting was available for public viewing and participation through Zoom. Members of the public were able to observe the live-streamed meeting on the City's website and were able to comment on agenda items at the meeting, remotely through an electronic meeting via phone, via email and by regular mail.

CALL TO ORDER: Meeting was called to order at 6:00 p.m.

ROLL CALL:

Present: Mayor Cece Gallegos
Mayor Pro Tem Jose Rodriguez, District 2
Councilmember Rohi Zacharia, District 1
Councilmember Steve Montes, District 3
Councilmember Artemio Villegas, District 6

Absent: Councilmember Anita Evans, District 4
Councilmember Elsa Mejia, District 5

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, Community Development Director Will Tackett, Division Fire Chief Justin Macomb, Director of Human Resources Wendy Silva, Director of Parks and Community Services Joseph Hebert, Chief of Police Giachino Chiaramonte, Deputy City Engineer Ellen Bitter, Administrative Analyst I (Engineering) Nicole Say, Code Enforcement Supervisor Claudia Mendoza and Communication Specialist Joseph Carrello.

INVOCATION: Pastor Joe Alicea, Awaken Church of God

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Rodriguez

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER VILLEGAS AND SECONDED BY COUNCILMEMBER MONTES, THE AGENDA AND PULLING ITEM B-6 OFF THE AGENDA WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS EVANS AND MEJIA.

PRESENTATIONS: None

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

No Public Comment was presented. Public Comment was closed.

A. PUBLIC HEARINGS:

A-1 Public Hearing and Consideration of a Resolution Confirming the Diagram and Assessments for the Annual Levy of City-Wide Landscape and Lighting Assessment District and Authorizing the City Engineer to File the Diagram and Assessment with the Auditor of Madera County

Recommendation:

1. Conduct the Public Hearing and Receive any Public Comments
2. Adopt Resolution:
    a. Confirming the diagram and assessments as set forth in said Engineer's Report for the Landscape and Lighting District of the City of Madera, as the same may be modified for Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50, and 51 of the City Wide Landscape and Lighting Assessment District; and
    b. Levying the assessments as set forth in said report of the Engineer for Fiscal Year 2025/2026; and
    c. Authorizing and directing the City Clerk to file the diagram and assessments with the Madera County Auditor's Office; and
    d. Authorizing the City Engineer in consultation with City Clerk and City Attorney to make any clerical corrections (Report by Keith Helmuth)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER ZACHARIA, ITEM A-1 WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS EVANS AND MEJIA.

RES 25-122 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENTS AND ORDERING THE ANNUAL LEVY AND COLLECTION FOR ZONES OF BENEFIT 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50, AND 51 OF THE CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2025/2026

A-2 Public Hearing to Consider Declaration of Nuisances and Abatement Order for Overgrown Weeds

Recommendation: Conduct a Public Hearing and Adopt a Resolution Ordering the Abatement of Weed Nuisances in the City (Report by Giachino Chiaramonte)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER ZACHARIA AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM A-2 WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS EVANS AND MEJIA.

RES 25-123 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO ABATE WEED NUISANCES EXISTING WITHIN THE CITY OF MADERA

A-3 Public Hearing Regarding Annexation No. 15 (Tract 24-S-02/TSM 2024-04, Colett – Martin Subdivision) into Community Facilities District No. 2005-1 (Public Services) Under the Mello Roos Community Facilities Act of 1982 and Related Actions

Recommendation:

1. Hold the Public Hearing; and
2. Adopt a Resolution of the City Council (Council) of the City of Madera, California, Authorizing Annexation of Territory (Annexation No. 15) to Community Facilities District No. 2005-1 (Public Services); Authorizing the Levy of a Special Tax; and Submitting the Levy of Tax to the Qualified Electors.; and
3. Conduct the Election of the Qualified Electors of Annexation No. 15; and
4. Adopt a Resolution of the City Council of the City of Madera, California, Making Certain Findings, Declaring and Certifying the Results of an Election, and Adding the Territory Identified as Annexation No. 15 to Community Facilities District No. 2005-1 (Public Services), Annexation No.15. (Report by Will Tackett)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER VILLEGAS AND SECONDED BY COUNCILMEMBER MONTES, ITEM A-3(2) WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS EVANS AND MEJIA.

RES 25-124 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE ANNEXATION OF TERRITORY (ANNEXATION NO. 15) TO COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES), AUTHORIZING THE LEVY OF A SPECIAL TAX, AND SUBMITTING THE LEVY OF TAX TO THE QUALIFIED ELECTORS

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY MAYOR PRO TEM RODRIGUEZ, ITEM A-3(4) WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS EVANS AND MEJIA.

RES 25-125 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, MAKING CERTAIN FINDINGS, DECLARING AND CERTIFYING THE RESULTS OF A SPECIAL ELECTION, AND ADDING THE TERRITORY IDENTIFIED AS ANNEXATION NO. 15 TO COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES)

A-4 Public Hearing Regarding Annexation No. 16 (Tract 24-S-01/TSM 2024-02, Adell Subdivision) into Community Facilities District No. 2005-1 (Public Services) Under the Mello Roos Community Facilities Act of 1982 and Related Actions

Recommendation:

1. Hold the Public Hearing; and

2. Adopt a Resolution of the City Council (Council) of the City of Madera, California, Authorizing Annexation of Territory (Annexation No. 16) to Community Facilities District No. 2005-1 (Public Services); Authorizing the Levy of a Special Tax; and Submitting the Levy of Tax to the Qualified Electors; and

3. Conduct the Election of the Qualified Electors of Annexation No. 16; and

4. Adopt a Resolution of the City Council of the City of Madera, California, Making Certain Findings, Declaring and Certifying the Results of an Election, and Adding the Territory Identified as Annexation No. 16 to Community Facilities District No. 2005-1 (Public Services), Annexation No. 16. (Public Services) (Report by Will Tackett)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY MAYOR PRO TEM RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES, ITEM A-4(2) WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS EVANS AND MEJIA.

RES 25-126 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE ANNEXATION OF TERRITORY (ANNEXATION NO. 16) TO COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES), AUTHORIZING THE LEVY OF A SPECIAL TAX, AND SUBMITTING THE LEVY OF TAX TO THE QUALIFIED ELECTORS

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY MAYOR PRO TEM RODRIGUEZ, ITEM A-4 WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS EVANS AND MEJIA.

RES 25-127 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, MAKING CERTAIN FINDINGS, DECLARING AND CERTIFYING THE RESULTS OF A SPECIAL ELECTION, AND ADDING THE TERRITORY IDENTIFIED AS ANNEXATION NO. 16 TO COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES)

B. CONSENT CALENDAR:

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote.

ON MOTION BY MAYOR PRO TEM RODRIGUEZ AND SECONDED BY COUNCILMEMBER VILLEGAS, THE CONSENT CALENDAR WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS EVANS AND MEJIA.

B-1 Minutes – June 18, 2025, June 25, 2025

Recommendation: Approve the City Council Minutes of June 18, 2025 and June 25, 2025 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for June 7, 2025 to June 20, 2025 (Report by Michael Lima)

B-3 Memorandum of Understanding (MOU) with the Madera Police Officers' Association (MPOA)

Recommendation: It is recommended the City Council adopt a resolution approving the MOU between the City of Madera and the MPOA effective July 2, 2025, through June 30, 2027 (Report by Wendy Silva)

RES 25-128 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MADERA AND THE MADERA POLICE OFFICERS' ASSOCIATION EFFECTIVE JULY 2, 2025, THROUGH JUNE 30, 2027

B-4 Memorandum of Understanding (MOU) with Law Enforcement Mid Management (LEMM)

Recommendation: It is recommended the City Council adopt a resolution approving the MOU between the City of Madera and LEMM effective July 2, 2025 through June 30, 2027 (Report by Wendy Silva)

RES 25-129 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MADERA AND LAW ENFORCEMENT MID MANAGEMENT EFFECTIVE JULY 2, 2025, THROUGH JUNE 30, 2027

B-5 Standard Terms and Conditions for Employment Agreements of Unrepresented Department Head Positions

Recommendation: It is recommended the City Council adopt a resolution approving revised Standard Terms and Conditions for Employment Agreements of Unrepresented Department Head Positions (Report by Wendy Silva)

RES 25-130 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING STANDARD TERMS AND CONDITIONS FOR EMPLOYMENT AGREEMENTS OF UNREPRESENTED DEPARTMENT HEAD POSITIONS

B-6 Easement Deed from Jose Diaz Contreras and Gabino Diaz Hernandez for Sidewalk Improvements at 416 Amerine Avenue for City Project R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761

Recommendation: Adopt a Resolution Approving an Agreement for Purchase of an Easement at 416 Amerine Avenue (APN 009-071-024) (Report by Keith Helmuth)

This item was pulled off the agenda during agenda approval.

B-7 Abandoned Vehicle Abatement Program

Recommendation: Adopt a Resolution Authorizing a ten-year extension of the Joint Powers Agreement for the Abandoned Vehicle Abatement Program through October 31, 2035, and extension of the service fee (Report by Giachino Chiaramonte)

RES 25-131 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE EXTENSION OF THE MADERA COUNTY ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY PROGRAM THROUGH OCTOBER 31, 2035, AND EXTENSION OF THE SERVICE FEE

B-8 Application for Transportation Development Act (TDA) – Local Transportation Funds (LTF) and State Transit Assistance (STA) Funds for Fiscal Year (FY) 2025/26

Recommendation: Adopt a Resolution Approving the Applications for TDA – LTF and STA Funds for Fiscal Year (FY) 2025/26 and Authorizing the City Engineer to execute and submit the Applications to the Madera County Transportation Commission (MCTC) (Report by Keith Helmuth)

RES 25-132 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING APPLICATIONS FOR TRANSPORTATION DEVELOPMENT ACT (TDA) – LOCAL TRANSPORTATION FUNDS (LTF) AND STATE TRANSIT ASSISTANCE (STA) FUNDS FOR FISCAL YEAR (FY) 2025/26 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT THE APPLICATIONS TO MADERA COUNTY TRANSPORTATION COMMISSION (MCTC)

B-9 Water/Wastewater/Storm Drain Critical Infrastructure Information (CII) Contractor/Consultant Non-Disclosure Agreement with K&B Electric LLC

Recommendation: Adopt a Minute Order Approving Non-Disclosure Agreement to Allow for Design Work to be Completed for Potential Fiber-Optic Services (Report by Keith Helmuth)

B-10 Schedule "A" Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2025, to June 30, 2026, for Fire Service Operations (updated Schedule A Agreement)

Recommendation: Adopt a Resolution approving an updated Schedule "A" agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2025, to June 30, 2026, for $7,045,082 (Report by Justin Macomb)

RES 25-133 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A NEW SCHEDULE "A" AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) FROM JULY 1, 2025, TO JUNE 30, 2026, FOR FIRE SERVICE OPERATIONS, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF MADERA

C. WORKSHOP: None

D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:

D-1 Consultant Services Agreement with Westwood Professional Services, Inc., for Tozer Park Design and Engineering Services

Recommendation: Adopt a Resolution Awarding a Consultant Services Agreement with Westwood Professional Services, Inc. (Westwood) under Request for Qualifications (RFQ) 202425-28 for Design & Engineering Services in the amount of $171,205 (Report by Joseph Hebert)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY MAYOR PRO TEM RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-1 WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS EVANS AND MEJIA.

RES 25-134 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING RESOLUTION AWARDING A CONSULTANT SERVICES AGREEMENT UNDER REQUEST FOR QUALIFICATIONS (RFQ) NO. 202425-28 TO WESTWOOD PROFESSIONAL SERVICES, INC., IN THE AMOUNT OF $171,205, FOR TOZER PARK DESIGN AND ENGINEERING SERVICES

E. ADMINISTRATIVE REPORTS: None

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items, and (iv) to take action on matters initiated under this section of the agenda.

Councilmember Zacharia issued a final invitation for everyone to attend on the 4th of July fireworks; doors open at 5:00 p.m.

Councilmember Montes encouraged everyone to have a safe and sane Independence Day.

Mayor Pro Tem Rodriguez also invited the community to attend the 4th of July Spectacular at the District Fairgrounds, noting that parking is free and recommending everyone should bring lawn chairs.

Councilmember Villegas had no report.

Mayor Gallegos congratulated all the businesses that have recently celebrated ribbon cuttings. She extended a special prayer for the Fire and Police personnel as they work during the 4th of July holiday. She congratulated Dr. Cecilia Massetti on her retirement following 46 years of service as Superintendent of Schools.

G. CLOSED SESSION: None

FUTURE MEETING DATES:

- Wednesday, July 16, 2025
- Wednesday, August 20, 2025

ADJOURNMENT: Meeting was adjourned at 6:40 p.m.

_____ _____

ALICIA GONZALES, City Clerk CECELIA K. GALLEGOS, Mayor

_____

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: July 16, 2025

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for June 21 to July 4, 2025

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of June 21 to July 4, 2025, is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrants	42767 – 42776, 72771	$51,722.95

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	US Bank	$677,514.39
SDI	EDD	$2,919.31
CalPERS Payment	CalPERS	$155,240.00

DISCUSSION:

Warrant requests are processed weekly based on the Fiscal Year 2024/2025 Adopted Budget and released for payment every Monday. Each demand has been audited, and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per

the request of City Council, we have included the departments from which each of the respective warrants were requested as well as the fund/division description from which they were paid.

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the Fiscal Year 2024/2025 Adopted Budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT

July 16, 2025

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
42767	06/23/2025	CITY ADMIN	Community Promo	ANDREW J. MEDELLIN	STREET BANNER - MADTOWN ROBOTICS	1,514.42
42768	06/23/2025	PD OPERATIONS	PD Operations	GARCIA, VICTORIA	PER DIEM - CIVILIAN LEADERSHIP INST SESSION 1	236.50
42769	06/23/2025	PD OPERATIONS	DUI Enforcement & Aware	OTP - FINANCE	PER DIEM - SFST INSTRUCTOR COURSE	494.50
42770	06/23/2025	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REBATE - 4914291	3,000.00
42772	06/27/2025	PD OPERATIONS	PD Operations	ASSET FORFEITURE/OTHER PD	2025 FIREWORK SPECTACULAR	10,000.00
42773	07/01/2025	PD OPERATIONS	PD Operations	RAUL R. HERRERA JR.	POLYGRAPHS	2,000.00
42774	07/01/2025	GRANTS	Housing Program	MEADOWS MOBILE HOME PARK	SPACE RENTAL #19 07/25	935.43
42775	07/01/2025	GRANTS	Housing Program	MEADOWS MOBILE HOME PARK	SPACE RENTAL #23 07/25	896.00
42776	07/01/2025	GRANTS	Housing Program	MEADOWS MOBILE HOME PARK	SPACE RENTAL #86 07/25	888.48
72771	6/27/2025	PD OPERATIONS	PD Operations	Greater Madera Kiwanis Club	DONATION FOR THE FIREWORK SPECTACULAR	10,000.00
739	06/23/2025	FINANCE	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	525.00
740	06/23/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 06/20/25	15,138.75
740	06/23/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 06/20/25P	2,046.12
741	06/24/2025	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	06/25 MONTHLY DUES	2,735.00
742	06/24/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 06/24/25	1,013.25
743	06/24/2025	FINANCE	General Trust Fund	US BANK CORPORATE PAYMENT SYSTEM	CALCARD CHARGES 04/25	299.50

BANK #1 - US BANK GENERAL ACCOUNT TOTAL **$ 51,722.95**

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: July 16, 2025

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

This report is submitted for informational purposes only and there is no action requested from the City Council (Council)

SUMMARY:

The purpose of this report is to provide the Council an informational update on employment matters, including new hires, transfers, and terminations. This report represents activity since the prior report submitted on the June 18, 2025, City Council agenda.

DISCUSSION:

The Civil Service Commission (Commission) met July 7, 2025, to review eligibility lists for civil service recruitments. Lists were approved for the following classifications:

- Public Works Equipment Operator
- Electrician III
- Police Officer Trainee
- Police Officer I

The following employees began employment with the City since our last report.

Table 1. *New Hires and Re-hires*

Name	*Position*	*Department*	*Status**	*Effective Date*
Gabriel Hernandez	Animal Control Officer	Police	PT	6/16/25

Table 1. *New Hires and Re-hires, continued*				
Name	*Position*	*Department*	*Status**	*Effective Date*
Robert Stever	Facility Aid	Parks & Community Services	PT	6/16/25
Brian Gomez-Vargas	Parking Enforcement Officer	Police	PT	6/16/25
William Olivas	Facility Aid	Parks & Community Services	PT	6/30/25
Makenzie Taylor	Program Leader I	Parks & Community Services	PT	6/30/25
Makenna Nevarez	Program Leader I	Parks & Community Services	PT	6/30/25
Tony Gomez	Parks Worker I	Parks & Community Services	FT	7/1/25
Marisol Alvarez	Lifeguard	Parks & Community Services	PT	7/2/25

*Status: FT = Full Time, PT = Part Time, RA = Retired Annuitant

The following promotions, transfers, or assignment changes occurred since our last report.

Table 2. *Promotions, Transfers, or Assignment Changes*			
Name	*Old Position*	*New Position*	*Effective Date*
Tyler Aldecoa	Police Officer I	Police Officer II	6/28/25
Adam Camacho	Police Officer Trainee	Police Officer I	6/28/25
Izac Maravilla	Police Officer Trainee	Police Officer I	6/28/25
Phillip Lopez	Police Officer Trainee	Police Officer I	6/28/25
Salvador Rangel	Police Officer Trainee	Police Officer I	6/28/25
Reese Rolfo	Police Officer Trainee	Police Officer I	6/28/25

The following employees separated from employment since our last report.

Table 3. *Separations*				
Name	*Position*	*Department*	*Status**	*Effective Date*
Ismael Salas Delgado	Park Aide	Parks & Community Services	PT	5/7/25
Brandon Cox	Police Officer Trainee	Police	FT	6/19/25
Rosa Padilla	Public Safety Dispatcher	Police	FT	6/19/25
Justin Manriquez	Police Officer II	Police	FT	6/20/25

*Status: FT = Full Time, PT = Part Time, RA = Retired Annuitant

FINANCIAL IMPACT:

Funding for positions and employees to fill those positions is contemplated annually by the Council in the budget process. During the course of any given fiscal year, individual employees filling specific positions may change due to a number of various circumstances. All hiring and termination decisions are subject to the approval of the City Manager.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: July 16, 2025

Agenda Number: B-4

SUBJECT:

Quarterly Board, Commission, and Committee Attendance

RECOMMENDATION:

This report is submitted for informational purposes only and there is no action requested from the City Council.

SUMMARY:

This report offers an overview of attendance by appointed members to City boards, commissions, and committees for the second quarter of 2025. The purpose is to promote transparency and provide the City Council with insight into participation levels of their appointees.

BACKGROUND:

The City Council appoints individuals to serve on various boards, commissions, and committees to represent the community and provide input on key policies and programs. Regular attendance is crucial for these entities to effectively conduct business and achieve their objectives. Monitoring attendance ensures accountability and informs the Council about member engagement levels. This report is intended to provide information on the various appointees for active commissions, commissions and boards for the second quarter of 2025 (Q2).

DISCUSSION:

The 2025 Annual Local Appointments List is attached, providing a comprehensive overview of current appointees, including their appointment date, term expiration, and required qualifications. This list serves as a reference for identifying appointees, their nominating district, and any existing vacancies.

For this report, attendance records have been compiled to offer a detailed account of member participation, including the number of meetings attended by each appointee and their

attendance percentages for Q2 2025. These records cover the following boards, commissions, and committees, excluding those classified as “inactive:”

- Civil Service Commission
- Americans with Disability Act Advisory Council (ADA)
- Planning Commission
- Airport Advisory Commission
- Community Development Block Grant (CDBG) Commission
- Golf Course Advisory Committee
- Transit Advisory Board

Inactive Commissions:

- Youth Commission
- Beautification Committee
- Loan Review Committee

Civil Service Commission

	Mayor	District 1	District 2	District 3	District 4	District 5	District 6
Commissioner	Dennis Smith	Nick Salinas	Stephani Perez (Appointed 5/7/2025)	Saim Mohammad	Shawn Griffin	Gloria Toscano (Appointed 3/19/2025)	Mattie Mendez (Appointed 5/7/2025
Meeting Date							
3/3/2025	Yes	Yes	N/A	Yes	Yes	N/A	N/A
4/7/2025	Absent	Yes	N/A	Yes	Yes	Yes	N/A
5/5/2025	Yes	Yes	N/A	Absent	Yes	Yes	N/A
6/2/2025	Yes	Yes	Yes	Yes	Yes	Absent	Yes
Attendance:	75%	100%	100%	75%	100%	67%	100%

Note: Civil Service Commission was unable to establish a quorum in January and February of 2025.

ADA Advisory Council

	Mayor	District 1	District 2	District 3	District 4	District 5	District 6
Commissioner	DJ Becker	Jack Porter	Cynthia Ortegon	Saim Mohammad	Sipho Munyaradzi	Gladys Marroquin	Diana Robbins
Meeting Date							
1/21/2025	Absent	Yes	Absent	Absent	Yes	Absent	Yes
Revised Appts	Jack Porter	Vacant	Cynthia Ortegon	Saim Mohammad	Sipho Munyaradzi	Gladdys Marroquin	Diana Robbins
2/18/2025	Yes	Vacant	Absent	Absent	Yes	Absent	Yes
3/18/2025	Yes	Vacant	Yes	Absent	Yes	Absent	Yes
4/15/2025	Cancelled						
5/20/2025	Yes	Vacant	Yes	Absent	Yes	Absent	Yes
6/17/2025	Yes	Vacant	Yes	Yes	Yes	Absent	Yes
Attendance:	100%	N/A	60%	20%	100%	0%	100%

Note: The following 2025 meetings did not convene due to lack of quorum: January and February. The meeting scheduled for April 2025 was cancelled due to lack of business.

Planning Commission

	Mayor	District 1	District 2	District 3	District 4	District 5	District 6
Commissioner	Bobby Sheikh	Robert Gran Jr.	Rohi Zacharia	Saim Mohammad	Balwinder Singh	Jose Chavez	Ramon Lopez
Meeting Date							
1/14/2025	Yes	Yes	Yes	Yes	Absent	Absent	Yes
2/11/2025	Removed	Yes	Ineligible due to Council appt.	Yes	Yes	Absent	Yes
Revised Appts	Tim Riche	Robert Gran Jr.	Abel Perez	Saim Mohammad	Balwinder Singh	Jose Chavez	Ramon Lopez
3/11/2025	Cancelled						
4/8/2025	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5/13/2025	Absent	Yes	Yes	Yes	Yes	Yes	Yes
6/10/2025	Cancelled						
Attendance:	50%	100%	100%	100%	75%	50%	100%

Note: March and May 2025 meetings were cancelled due to lack of agenda items.

Airport Advisory Board

	Mayor	District 1	District 2	District 3	District 4	District 5	District 6
Commissioner	Miguel Gonzalez	Jerry Holiday	Issa Zacharia	Johanna Torres	Stanley Mackey	Vacant	Ramon Lopez
Meeting Date							
1/14/2025	Absent	Yes	Yes	Absent	Absent	Vacant	Yes
Revised Appts	Jerry Holiday	Vacant	Issa Zacharia	Vacant	Stanley Mackey	Vacant	Ramon Lopez
4/8/2025	Yes	Vacant	Absent	Vacant	Absent	Vacant	Yes
Attendance:	100%	N/A	50%	N/A	0%	N/A	100%

Note: The Airport Advisory Committee has been unable to establish a quorum since January 2022. Additionally, District 3 Commissioner vacated her seat prior to the April 8, 2025, meeting.

CDBG Block Grant Commission

	Mayor	District 1	District 2	District 3	District 4	District 5	District 6
Commissioner	Gabriela Gonzalez-Gutierrez	Candy Talley	Alyssia Arredondo	Stephanie Nathan	DJ Becker	Olga Garcia	Dulce Arredondo
Meeting Date							
1/29/2025	Absent	Yes	Yes	Absent	Yes	Yes	Absent
Revised Appts	Candy Talley	Vacant	Alyssia Arredondo	Stephanie Nathan	Cesar Villegas	Olga Garcia	Diana Mosqueda
3/10/2025	Yes	Vacant	Yes	Absent	Yes	Absent	Absent
Revised Appts	Candy Talley	Vacant	Alyssia Arredondo	Stephanie Nathan	Cesar Villegas	Stevie Wright	Diana Mosqueda
5/20/2025	Yes	Vacant	Yes	Absent	Yes	Yes	Yes
Attendance:	100%	N/A	100%	0%	100%	100%	50%

Golf Course Advisory Committee

	City Council	Parks Director	SGM Representative	Service Organization Rep.	Golfer/At-Large Community Member	Food/Beverage Representative	Non-Golfer/At-Large Community Member
Commissioner	Jose Rodriguez	Joseph Hebert	Dan Bacci	Karla Gran	Chito Romero	Lisa Gill	Edward McIntyre
Meeting Date							
1/21/2025	Yes	Yes	Yes	Yes	Yes	Absent	Yes
2/18/2025	Cancelled						
3/24/2025	Yes	Yes	Yes	Absent	Yes	Yes	Yes
5/19/2025	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6/23/2025	Absent	Yes	Yes	Yes	Yes	Yes	Absent
Attendance:	75%	100%	100%	75%	100%	75%	75%

Note: The February 18, 2025, meeting was cancelled due to lack of quorum. The position terms for Karla Gran, Chito Romero, and Ed McIntyre will sunset in September 2025.

Transit Advisory Board

	Mayor	District 1	District 2	District 3	District 4	District 5	District 6
Commissioner	Cynthia Ortegon	Andrew Albonico	Vacant	Marie Luna	Patricia Carreon	Otilia Morales	Vacant
Meeting Date							
1/28/2025	Yes	Absent	Vacant	Yes	Absent	Yes	N/A
Revised Appts	Andrew Albonico	Jack Porter	Vacant	Marie Luna	Tonyce Givens	Otilia Morales	Cynthia Ortegon
4/22/2025	Yes	Absent	Vacant	Yes	Yes	Yes	Absent
6/9/2025 (Special)	Absent	Yes	Vacant	Yes	Absent	Yes	Yes
Attendance:	33%	50%	N/A	100%	50%	100%	67%

Note**:** Since the most recent Council Meeting held on June 18, 2025, District 4 has undergone a subsequent appointment revision. The seat is now held by Sipho Munyaradzi. This update will be reflected accordingly in the Quarter 3 report.

FINANCIAL IMPACT:

There is no financial impact associated with this report, apart from the staff time required to prepare it. Members of the various City boards, commissions, and committees serve on a voluntary basis and are not compensated for their contributions.

ALTERNATIVES:

None as this item is for informational purposes only.

ATTACHMENTS:

1. 2025 Local Appointments List

LOCAL APPOINTMENT LIST

(Pursuant to California Government Code Section 54972)

On or before December 31 of each year, each legislative body shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the legislative body of the local agency. This list shall be known as the Local Appointments List. The list shall contain the following information: (a) A list of all appointive terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position, (b) A list of all boards, commissions, and committees whose members serve at the pleasure of the legislative body, and the necessary qualifications for each position.

The City of Madera encourages residents to apply for service on City Boards, Commissions and Committees that are currently vacant or that will have vacancies. To obtain an application or request additional information, please contact the City of Madera, Office of the City Clerk at (559) 661-5405; by visiting the City Clerk Department page at www.madera.gov; or by email at agonzales@madera.gov.

	District	*Committee Member*	*Date Appointed*	*Term Expires*
Americans with Disabilities Act (ADA) Advisory Council	Mayor	Jack Porter	02/05/25	12/01/28
	District 1	**Vacant**	----	12/01/26
	District 2	Cynthia Ortegon	01/16/19	12/01/28
	District 3	Saim Mohammad	05/04/22	12/01/26
	District 4	Sipho Munyaradzi	01/15/25	12/01/28
	District 5	Gladys Marroquin	08/24/22	12/01/26
	District 6	Diana Robbins	01/06/21	12/01/28
Airport Advisory Commission	Mayor	Jerry Holiday	02/05/25	12/01/28
	District 1	**Vacant**	----	12/01/26
	District 2	Issa Zacharia	05/16/18	12/01/28
	District 3	Johanna Torres	05/19/21	12/01/26
	District 4	Stanley Mackey	05/19/21	12/01/28
	District 5	**Vacant**	----	12/01/26
	District 6	Ramon Lopez-Maciel	01/06/21	12/01/28
Beautification Committee	Mayor	Miguel Gonzalez	02/03/21	12/01/24
	District 1	Karen Huerta	02/07/18	12/01/26
	District 2	**Vacant**	----	12/01/28
	District 3	Debra M. Basila	03/17/21	12/01/26
	District 4	Robert Gonzalez	05/19/21	12/01/28
	District 5	Agapita Rocha	01/16/19	12/01/26
	District 6	Cynthia Moreno-Procopio	03/17/21	12/01/28
Civil Service Commission	Mayor	Dennis Smith	02/05/25	12/01/28
	District 1	Nick Salinas	02/02/22	12/01/26
	District 2	Stephani Perez	05/07/25	12/01/28
	District 3	Saim Mohammad	02/02/22	12/01/26
	District 4	Shawn Griffin	01/17/24	12/01/28
	District 5	Gloria Toscano	03/19/25	12/01/26
	District 6	Mattie Mendez	05/07/25	12/01/28

LOCAL APPOINTMENT LIST
(Pursuant to California Government Code Section 54972)

	District	*Committee Member*	*Date Appointed*	*Term Expires*
CDBG Block Grant Commission	Mayor	Candace Talley	02/05/25	12/01/28
	District 1	**Vacant**	----	12/01/26
	District 2	Alyssia Arredondo	03/01/17	12/01/28
	District 3	Stephanie Nathan	03/18/20	12/01/26
	District 4	Cesar Villegas	02/05/25	12/01/28
	District 5	Stevie Wright	04/02/25	12/01/26
	District 6	Diana Mosqueda	02/19/25	12/01/28
Golf Course Advisory Committee	Varies. Includes At-Large Appointments by Type and Appointments by Category	Jose Rodriguez (Councilmember)	09/06/23	12/01/28
		Joseph Hebert (Parks Director)	09/06/23	Continual
		Dan Bacci (SGM Rep.)	09/06/23	Continual
		Karla Gran (Service Organization Rep.)	09/06/23	09/06/25
		Chito Romero (Golfer/At-Large Community Member)	09/06/23	09/06/25
		Lisa Gill (Food and Beverage Rep.)	09/06/23	Continual
		Edward McIntyre (Non-Golfer/At-Large Community Member)	09/06/23	09/06/25
Loan Review Committee	At-Large Appointment	Elvin Martin	03/1/06	N/A
		John Molina	03/1/06	N/A
		Vacant	----	N/A
		Matilda Villafan	02/20/19	N/A
		Johanna Torres	09/21/22	N/A
Planning Commission	Mayor	Timothy Riche	02/05/25	12/01/28
	District 1	Robert Gran Jr.	01/16/19	12/01/26
	District 2	Abel Perez	03/05/25	12/01/28
	District 3	Saim Mohammad	05/04/22	12/01/26
	District 4	Balwinder Singh	06/02/21	12/01/28
	District 5	Jose E. Chavez Garcia	05/04/22	12/01/26
	District 6	Ramon Lopez-Maciel	01/06/21	12/01/28
Transit Advisory Board	Mayor	Andrew Albonico	02/05/25	12/01/28
	District 1	Jack Porter	03/05/25	12/01/26
	District 2	**Vacant**	----	12/01/28
	District 3	Marie Luna	02/20/19	12/01/26
	District 4	Sipho Munyaradzi	06/18/25	12/01/28
	District 5	Otilia Morales	02/20/19	12/01/26
	District 6	Cynthia Ortegon	02/19/25	12/01/28
Youth Commission	Mayor	**Vacant**	----	----
	District 1	**Vacant**	----	----

	District 2	**Vacant**	----	----
	District 3	**Vacant**	----	----
	District 4	**Vacant**	----	----
	District 5	**Vacant**	----	----
	District 6	**Vacant**	----	----

LOCAL APPOINTMENT LIST

(Pursuant to California Government Code Section 54972)

GENERAL DESCRIPTION OF BOARDS / COMMITTEES / COMMISSIONS

ADA ADVISORY COUNCIL: Four-year term. The ADA Council is composed of seven members. Appointees shall be residents of the City of Madera. Regular meetings are held the third Tuesday of each month at 3:30 p.m. Each member of the City Council makes a nomination to be considered for appointment by the Mayor.

Responsibilities: Serves in an advisory capacity to the City Council and staff on ADA matters including: promote pedestrian safety and access to all public streets; ensure that all public buildings and facilities, services, programs and activities are in compliance with ADA regulations; promote inclusion of the disabled community in the City's emergency and disaster preparedness plans; develop disability awareness and educational outreach programs; work with the various City of Madera departments to ensure that all public buildings and facilities, remodeled and newly constructed are in compliance with current laws guaranteeing access for all people with disabilities; promote affordable and accessible housing in the community; make recommendations regarding unmet transit needs; and ensure grievance procedures are followed and enforced as described in the ADA bylaws.

AIRPORT ADVISORY COMMISSION: Four-year term. The Commission is composed of seven members. Appointees shall be residents of the City of Madera. Meetings are held the second Tuesday of each quarter per calendar year at 10:00 a.m. Each member of the City Council makes a nomination to be considered for appointment by the Mayor.

Responsibilities: Oversee, review, and make recommendations regarding the airport's annual budget for operational and capital improvement purposes, Airport operations and services, master planning and land use.

BEAUTIFICATION COMMITTEE: Four–year term. The Committee is composed of seven members. Appointees shall be residents of the City of Madera. Regular meetings of the Committee are held every second Thursday of the month at 5:30 p.m. Each member of the City Council makes a nomination to be considered for appointment by the Mayor.

Responsibilities: Serves in an advisory capacity to the City Council and staff on community beautification matters including: develop and formulate programs and projects to enhance the aesthetic appearance of the community; develop an ordinance which will establish landscape standards for new development projects; develop and recommend practices and policies which will enhance and upgrade existing properties; and coordinate periodic community clean up campaigns and encourage public participation therein.

CIVIL SERVICE COMMISSION: Four-year term, with holdovers until new appointment is made. The Commission is composed of seven members, each member of the City Council makes a nomination to be considered for appointment by the Mayor. Appointees shall be residents of the City of Madera. Commissioners shall not be employed with the City nor shall they be under the direct supervision of any existing Council Member. Meetings, as needed, are usually held on the first Tuesday of each month at 5:00 p.m.

Responsibilities: Certification of eligibility lists for hiring employees in the classified service at regularly scheduled meetings; conducts appeal hearings regarding disciplinary action or alleged violations of Civil Service rules and at the request of the City Council or Administrator; special meetings for hearings are scheduled as needed and my require multiple evenings to complete.

CDBG BLOCK GRANT COMMISSION: The Commission is composed of seven members; each member of the City Council makes a nomination to be considered for appointment by the Mayor. Meets during a weekday evening as required. Serves in an advisory capacity to staff and the City Council on matters pertaining to the use of CDBG funds allocated to the City of Madera to benefit persons of low and moderate income, disabled and elderly persons, minority groups, homeless persons, or persons at risk of homelessness and CDBG-funded activities in eligible Census Tracts where CDBG program activities are proposed. Accepts testimony from City staff and applicants presenting proposals to request CDBG funds. Evaluates proposals and recommends CDBG funding allocations consistent with policies, goals and priorities established by the City's CDBG Consolidated Plan and the Vision Madera 2025 Action Plan. Receives testimony from staff and provides comments about the City's CDBG-funded programs and projects overall annual outcomes and accomplishments. Promotes public participation in the CDBG planning process and any amendments.

LOCAL APPOINTMENT LIST

(Pursuant to California Government Code Section 54972)

Golf Course Advisory Committee: The committee consists of a 7-member body and is comprised of the following representatives: City Councilmember serves for Council Term, Parks Director – Continual Term, SGM Representative - Continual Term, Golfer/At-Large Community Member – Two-year Term, Food & Beverage Director/Representative – Continual Term, Non-Golfer/At-Large Community Member – Two-year Term, Service Organization Representative - Two-year Term. This position also has an additional caveat that the service organizations eligible are those that regularly meet at the Course, those being currently the Madera Evening Lions Club and the Morning Rotary Club. These service clubs will rotate representation, with the Madera Evening Lions Club having the initial representative. Should additional service organizations meet at the Course, they would be eligible to be added to the rotation of appointments. The Committee meets on the third Monday of the month at the Madera Municipal Golf Course. Meeting times and location may differ.

Responsibilities: Serve in an advisory capacity to the City Council and staff on local golf course matters including: providing feedback and input on matters related to the golf course operations, improvements, and maintenance; serve as a representative of the local community including golfers, residents, and other stakeholders, to ensure inclusion in decision-making process; serve as a communication channel between the golf course and the community; address and help resolve issues or concerns raised by golfers or community regarding the golf course; offer recommendations for improvements such as upgrades to facilities, landscaping, course layout, or other amenities; provide input on budgetary matters; and contribute to the development of policies and guidelines governing the use and management of the golf course.

LOAN REVIEW COMMITTEE: This committee consists of five members appointed by the City Council comprised of at least three residents of the City of Madera. Members shall possess backgrounds in residential mortgage lending, real estate or the building trades industry. Members do not serve specific terms, nor do they receive compensation/benefits. Meetings of the committee are held as needed to provide for the review of loan and grant applications for first time homebuyer down payment assistance and owner-occupied rehabilitation programs funded by State, Federal and local funds awarded to the City of Madera and from the Successor Agency to the Former Redevelopment Agency. Failure by a Committee member to attend three consecutive meetings shall be deemed an automatic resignation. A significant pattern of absences shall also be considered grounds for removal from the committee. Conflict of interest provisions apply as applicable to committee appointees serving the City of Madera or the Successor Agency to the Former Redevelopment Agency.

PLANNING COMMISSION: Four-year term. The Commission is composed of seven members, each member of the City Council makes a nomination to be considered for appointment by the Mayor. Appointees must reside within the City limits. Meetings are held on the second Tuesday of each month beginning at 6:00 p.m.

Responsibilities: Develop, maintain and amend the General Plan and Specific Plans as deemed appropriate; discretionary approval of development proposals, including subdivisions, use permits, and variances; discuss overall planning for the City, including ordinances, special studies, zoning, subdivisions and signs, with recommendations to the City Council.

TRANSIT ADVISORY BOARD: Four-year term. The Board consists of seven members appointed from a cross section of the community (general public, children, elderly, disabled, students, social service agencies, and minority family). The Board is composed of seven members, each member of the City Council makes a nomination to be considered for appointment by the Mayor. Appointees shall be residents of the City of Madera. Meetings are held quarterly in January, April, July, and September at a time and public place set by the advisory board.

Responsibilities: Recommend to the City Council a five (5) year transit and equipment plan; review, modify transit system proposals.

YOUTH COMMISSION: Two-year term. The Commission is composed of seven members, each member of the City Council makes a nomination to be considered for appointment by the Mayor. The Commission meets on the second Wednesday of each month at 5:00 p.m.

Responsibilities: Serves in an advisory capacity to the City Council about public safety, job opportunities for youth, recreation activities for youth, opportunities for effective participation by youth in governmental process, and changes in city regulations that are necessary to improve the social, economic, educational, recreational advantages, health and well-being of youth.

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: July 16, 2025

Agenda Number: B-5

SUBJECT:

Informational Report on Contract City Attorney Services and Litigation Expenditures

RECOMMENDATION:

This report is submitted for informational purposes only and no action is requested from the City Council (Council)

SUMMARY:

The purpose of this report is to provide the Council with a monthly update on expenditures related to contract City Attorney services and specialized legal representation for various litigation matters.

DISCUSSION:

This report outlines charges paid for services performed by the City's contract City Attorney. The information presented encompasses the invoices received from Aleshire & Wynder, LLP for April and May 2025, as well as tracking of the Fiscal Year (FY) 2024/25 invoices received through a FY 2024/25 Year-to-Date (YTD) column.

Should the Council desire additional information or modifications to the format in future iterations of this report, please advise accordingly.

Firm: Aleshire & Wynder, LLP (City Attorney Services and Litigation)
Billing Periods: April 2025 and May 2025

Matter		*Charges*	
	April 2025	May 2025	FY 2024/2025 (YTD)
General Legal Review/Advice	$596.20	$1,707.30	$14,274.04
City Clerk	$2,032.50	$1,002.70	$27,317.04

Attendance at Council Meetings & Requests for Information/Research	$4,444.40	$3,197.80	$46,345.60
City Manager	$433.60	$271.00	$9,067.70
Review and Advice on Agreements	$0	$0	$0
Public Records Act Matters	$0	$0	$0
City Real Property	$0	$0	$768.50
Planning & Planning Commission	$1,056.90	$650.40	$23,496.80
Finance	$1,933.10	$3,344.30	$18,181.50
Successor Agency	$0	$0	$189.70
Public Works/Engineering	$1,002.70	$3,523.00	$20,242.40
Airports	$2,265.50	$4,935.40	$9,687.00
Grand Jury	$0	$0	$0
Personnel/Payroll	$29.60	$2,255.90	$3,622.00
Municipal Code Enforcement	$0	$0	$1,453.50
Police Department - General	$2,895.10	$2,685.60	$17,113.90
Parks	$460.70	$379.40	$4,401.00
Water	$243.90	$975.60	$6,158.10
Wastewater	$0	$650.40	$3,193.70
Economic Development	$0	$0	$0
Ordinances	$54.20	$0	$1,931.90
Special Projects	$0	$0	$1,481.10
Housing	$0	$0	$106.00
Cannabis	$0	$0	$0
Total Advisory Services	$17,448.40	$25,578.80	$209,031.48
Litigation Services			
Total Litigation Services	$499.10	$651.20	$21,673.83
Discounted Hours	$0	$0	$0
Travel/Lodging Expenses	$0	$0	$0
Shipping	$0	$0	$0
Process Server (Transcripts to Superior Court	$0	$0	$0
Total Advisory & Litigation Services	**$17,947.50**	**$26,230.00**	**$230,705.31**

FINANCIAL IMPACT:

For FY 2024/25, expenditures for invoices related to legal fees total $230,705.31. This represents expenditures for specific City Attorney services. A summary of invoices received to date are summarized per the following table.

Legal Invoices FY 2024/25 YTD	
City Attorney Advisory Services	
Aleshire and Wynder	$209,031.48

Litigation Services (Including discounted hours, travel & shipping)	
Aleshire and Wynder	$21,673.83
Total City Attorney and Litigation Services Year-End	**$230,705.31**

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None

REPORT TO CITY COUNCIL

Approved by:
Arnoldo Rodriguez, City Manager

Council Meeting of: July 16, 2025
Agenda Number: B-6

SUBJECT:

Federal Aviation Administration Airport Infrastructure Grants and Airport Improvement Program Grants for the Madera Municipal Airport

RECOMMENDATION:

Adopt a Resolution:

1. Ratifying the submitted grant applications for Federal Fiscal Years 2025 and 2026
2. Authorizing the City Manager to accept the Federal Aviation Administration (FAA) Airport Infrastructure Grants (AIG) and the Airport Improvement Program (AIP) grants, including subsequent amendments thereto, that are likely to follow those applications for projects at the Madera Municipal Airport (Airport)

SUMMARY:

If approved, this resolution will ratify the submitted applications to the FAA for federal assistance and authorize the City Manager to accept the FAA grants that are likely to follow the applications. The FAA typically offers 90 percent funding for approved projects in the Airport Capital Improvement Plan (ACIP). The projects identified in these applications support the City's obligation to keep the Airport safe and viable.

DISCUSSION:

Annually, the City submits an ACIP to the FAA containing a list of needed projects to maintain the airport's viability. The City's airport consultant, City staff, and the FAA work together to create a list that identifies upcoming priorities and funding opportunities. The ACIP becomes the FAA's planning document to guide future project funding. These forthcoming projects are identified in the City's Capital Improvement Plan, including:

1. Rehabilitate Apron A2 and Taxilane
2. Airport Layout Plan Narrative including Updated Drawings and Airport Geographic Information System Survey
3. Design and Reconstruct Runway 12-30 and Update Runway Lighting

4. Rehabilitate Taxiways A, B, C, D, and P
5. T-hangar Collector Taxiway and Taxilanes
6. Develop Commercial Hangar Land
7. Update Pavement Maintenance Management Plan

FAA AIP and AIG grants are used for infrastructure projects such as:

- Maintenance and construction of runways and taxiways
- Signage
- Runway and taxiway lighting
- Approach and navigation lighting
- Drainage improvements
- Security and safety measures
- Updating airport layout plans

Recently, staff submitted Airport Infrastructure Grant and Airport Improvement Program grant applications to the FAA for federal grant funding that aligned with the Airport's infrastructure needs. This became necessary when the FAA notified City staff and the Airport consultant that funding was available to update the Airport Layout Plan, which is a necessary step to help secure future grant funding for Runway 12-30 reconstruction. Timing was of the essence because the FAA has been postponing funding for certain airport projects due to funding challenges from Congress. By submitting those applications, the future reconstruction of Runway 12-30 is more secure, which will be a multimillion-dollar project largely funded by the FAA. For the sake of transparency, staff is requesting ratification of those applications. Following those applications, the FAA informed City staff that AIP grant funds are available, equaling 90 percent of project costs. Additionally, the FAA informed City staff in the last few weeks that AIG grant funds are also available for the Apron A2 rehab project, equaling 95 percent of project costs. If the FAA AIP grants are offered and accepted, the City will seek authorization from Council to apply for the California Department of Transportation (Caltrans) Division of Aeronautics Airport Improvement Program Matching Grants that equal five percent of the FAA AIP grant. The Airport Fund would be responsible for the remaining balance using accumulated funds from land leases, T-hangar leases, agricultural leases, and fuel flowage fees.

Staff is requesting that the City Manager be authorized to execute all documents required to accept the FAA's AIG and AIP grants. This will be helpful because the turnaround time between an FAA grant offer and their request for an executed grant has been as short as several days, particularly at the end of the Federal Fiscal Year.

FINANCIAL IMPACT:

The FAA grants are issued on a reimbursement basis. The Airport Fund currently has a balance of $2,022,000. Should the grants be awarded, the Airport Fund will be responsible for a match of $200,589 for the projects listed in Table 1. That match is likely to be reduced to $111,626 by 2026 AIG grant funds. There will be no financial impact to the General Fund.

The upcoming projects and their funding sources are shown in the table below.

Table 1: *Airport Capital Improvement Projects*				
Project Description	*Estimated*			*Airport Funds*
	Project Cost	*FAA Funds*	*Caltrans Funds*	
Rehab Apron A2 and Taxilane	$1,374,680	$1,175,000	$0	$199,680
Airport Layout Plan & AGIS Survey	$363,400	$345,230	$17,261	$909
Total:	**$1,738,080**	**$1,520,230**	**$17,261**	**$200,589**

ALTERNATIVES:

Council may direct staff to bring each project before Council or postpone these projects to a future time. Council may also direct staff to provide additional information about these projects or to decline the pending grant offers.

ATTACHMENTS:

1. Resolution
    a. Exhibit 1: FAA Application for Federal Assistance under AIG grant for Rehabilitation of Apron A2 & Taxilane Base Bid
    b. Exhibit 2: FAA Application for Federal Assistance under AIP grant for Rehabilitation of Apron A2 & Taxilane Alternate 1
    c. Exhibit 3: FAA Application for Federal Assistance under AIP grant for Rehabilitation of Apron A2 & Taxilane Alternate 1 &2
    d. Exhibit 4: FAA Application for Federal Assistance under AIP grant for Airport Layout Plan Narrative with Updated ALP Drawings
2. FAA AIG Grant Agreement Template

Attachment 1: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RATIFYING THE SUBMITTED APPLICATIONS TO THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR FEDERAL ASSISTANCE AND AUTHORIZING THE CITY MANAGER TO ACCEPT AIRPORT INFRASTRUCTURE GRANTS (AIG) AND AIRPORT IMPROVEMENT PROGRAM (AIP) GRANTS, INCLUDING ALL AMENDMENTS THERETO, FOR THE PROJECTS IDENTIFIED IN THE APPLICATIONS AT THE MADERA MUNICIPAL AIRPORT (AIRPORT)

WHEREAS, the FAA requires the City of Madera to submit in this Federal Fiscal Year (FFY) grant applications for 2025 and 2026; and

WHEREAS, City staff has submitted FAA grant applications seeking federal assistance for FFY 2025 and 2026; and

WHEREAS, the United States of America, acting through the Department of Transportation via the FAA, is expected to offer grant agreements to the City of Madera by means of the AIG program for entitlement and discretionary Airport Infrastructure Grant projects; and

WHEREAS, the United States of America, acting through the Department of Transportation via the FAA, is expected to offer grant agreements to the City of Madera by means of the AIP program for entitlement and discretionary Airport Improvement Program grant projects; and

WHEREAS, the City of Madera desires to enter into those agreements for grant funding.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA, hereby resolves, determines, finds, and orders as follows:

1. The above recitals are true and correct.
2. The City Council hereby ratifies the AIG and AIP grant applications that have been submitted, attached as Exhibits 1-4 and incorporated herein.
3. The City Council authorizes the City Manager to execute all required documentation to accept AIG grant agreement(s) and any grant amendments on behalf of the City of Madera upon such grant offer(s) being received from the FAA.
4. The City Council authorizes the City Manager to execute all required documentation to accept AIP grant agreement(s) and any grant amendments on behalf of the City of Madera upon such grant offer(s) being received from the FAA.
5. The resolution is effective immediately upon adoption.

* * * * * * * *

Exhibit 1(a): FAA Application for Federal Assistance under AIG grant for Rehabilitation of Apron A2 & Taxilane Base Bid

APPLICATION FOR FEDERAL ASSISTANCE

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT INFRASTRUCTURE GRANT (AIG) PROGRAM

DESIGN/CONSTRUCT
REHABILITATE APRON A2 AND TAXILANE BASE BID

MAY 6, 2025

APPLICATION FOR FEDERAL ASSISTANCE

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT INFRASTRUCTURE GRANT (AIG) PROGRAM

DESIGN/CONSTRUCT
REHABILITATE APRON A2 AND TAXILANE – BASE BID

The City of Madera has prepared and submits herewith an Application for Federal Assistance for a grant under the Airport Infrastructure Grant (AIG) Program for the engineering design and construction of the Rehabilitation of Apron A2 and Taxilane (Base Bid) at the Madera Municipal Airport.

This application includes the documents listed in the FY25 AIP Application Checklist, including the FY25 Airport Project Schedule, Standard Form 424, FAA Form 5100-100, Program Narrative (Justification), project sketch, project costs, NEPA Compliance document, Exhibit “A”, Standard DOT Title VI Assurances, SAM certificate, and sponsor certifications.

FY25 AIRPORT PROJECT SCHEDULE - AIRPORT INFRASTRUCTURE GRANT
DESIGN/ CONSTRUCT PROJECTS

Airport: Madera Municipal Airport, Madera, Madera County, California
Project: Design/Construct - Rehabilitate Apron A2 and Taxilane Base Bid

No.	Item	Date		Comments
		SFO ADO Due	Anticipated Submission	
1	Submission of Updated ACIP to SFO-ADO	12/2/24		Submitted 10-21-24
2	Submission NEPA docs for SFO-SDO review by	9/16/24		Submitted 7-24-2023
3	Completion of NEPA no later than	12/31/24		Approved 8-3-23
4	Submission of Pre-Application Checklist to ADO by:	10/31/24		Submitted 10-29-24
5	Submission of SF424 - Preapplication	12/31/24		
6	Preliminary Design at 30% Level (submit as needed)			
7	Design Completed at 60% Level; CSPP submitted			CSPP Approved 4-10-25
8	Sponsor Submits 90% Design Level to ADO by:			
9	Sponsor submits 100% and advertises project by			
10	Sponsor opens Bids, evaluation by	Jan 13-Apr 14, 2025		Bids Received 4-22-2025
11	Final Application with Amount Based on Bids	5/1/25		Submitted 5-6-2025

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☐ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☐ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier: MAE - 3-06-0144

5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Madera

*b. Employer/Taxpayer Identification Number (EIN/TIN): 94-6000365

*c. UEI: GM14DSJ51PR1

d. Address:

*Street 1: 4020 Aviation Drive

Street 2:

*City: Madera

County/Parish: Madera

*State: Province: CA

*Country: USA: United States

*Zip / Postal Code 93637-9227

e. Organizational Unit:

Department Name: Public Works

Division Name: Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: David

Middle Name:

*Last Name: Austin

Suffix:

Title: Administrative Analyst

Organizational Affiliation: Public Works

*Telephone Number: 559-662-4951

Fax Number:

*Email: daustin@madera.gov

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Infrastructure Grant

***12. Funding Opportunity Number**:

N/A

*Title:

13. Competition Identification Number:

N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Madera, Madera County, California

***15. Descriptive Title of Applicant's Project**:

*AIG - Madera Municipal Airport, Madera, Madera County, California - Design/Construction - Rehabilitate Apron A2 - Base Bid (2,343 sq. yd.) and Taxilane (50' x 1,020')

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: CA-013 *b. Program/Project: CA-013

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: *b. End Date:

18. Estimated Funding ($):

*a. Federal	$ 1,175,000
*b. Applicant	$ 199,680
*c. State	$ 0
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	
*g. TOTAL	$ 1,374,680

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 05/06/2025.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Arnoldo

Middle Name:

*Last Name: Rodriguez

Suffix:

*Title: City Manager

*Telephone Number: 559-661-5402 Fax Number:

* Email: arodriguez@madera.gov

*Signature of Authorized Representative: Arnoldo Rodriguez Digitally signed by Arnoldo Rodriguez Date: 2025.06.04 20:48:34 -07'00' *Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)? ☐ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later? ☐ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events. ☐ Yes ☐ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s). ☐ Yes ☐ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. ☐ Yes ☐ No ☐ N/A

☐ The project is included in an *approved* PFC application.

If included in an approved PFC application,

does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? ☐ Yes ☐ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

THE CITY GENERAL PLAN, CITY SPECIFIC PLAN, AIRPORT MASTER PLAN, MADERA COUNTY GENERAL PLAN AND MADERA COUNTY AIRPORT LAND USE PLAN CONTAIN

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Title in fee simple to all properties shown on the Exhibit "A", Property Map dated December 15, 2016 and included as Attachment 3.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			30000
2. Preliminary expense			19200
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			105000
5. Other Architectural engineering fees			
6. Project inspection fees			82000
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			1138480
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)			1374680
15. Estimated Income (if applicable)			0
16. Net Project Amount (Line 14 minus 15)			1374680
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			44193
18. **Subtotal** (Lines 16 through 17)			1330487
19. Federal Share requested of Line 18			1175000
20. Grantee share			199680
21. Other shares			0
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			1374680

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a. None	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	199680
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL** - Grantee share	199680
25. Other Shares	**Amount**
a. State	
b. Other	
c. **TOTAL** - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	199680

SECTION E – REMARKS
(Attach sheets if additional space is required)

Plans and specifications for this project are incorporated by reference.
The Construction Safety and Phasing Plan (CSPP) for this project is incorporated by reference.
The Construction Management Plan for this project is incorporated by reference.

MADERA MUNICIPAL AIRPORT – MADERA, CALIFORNIA
APPLICATION FOR FEDERAL ASSISTANCE
2025 AIRPORT INFRASTRUCTURE GRANT – *DESIGN/CONSTRUCT*
REHABILITATE APRON A2 AND TAXILANE BASE BID

PART IV

PROGRAM NARRATIVE

1. *OBJECTIVES*

An Application for Federal Aviation Administration Airport Infrastructure Grant funds has been prepared for the engineering design and construction of the Rehabilitation of Apron A2 and Taxilane proposed to be included in the 2025 Airport Infrastructure Grant (AIG) program at the Madera Municipal Airport. A description of this project is as follows:

The pavements on Apron A2 and the taxilane serving the corporate hangars in this area are exhibiting significant cracking, which is creating considerable FOD. A Pavement Maintenance Management Plan (PMMP) was completed in 2015 which documented a PCI of 60 for this area. A new PMMP is currently being prepared for the Madera Municipal Airport which indicates a PCI of 40. It is considered important to rehabilitate these pavements as soon as possible so that the surface does not deteriorate further and create further FOD and surface failure.

It is proposed that the Apron A2 and Taxilane rehabilitation will consist of the removal of the existing 3" of asphalt surface course and 1" of aggregate base course, recompaction of the existing aggregate base course, and the placement of 4 inches of new asphalt surface course. Wherever soft, unstable areas are encountered these areas will be over excavated 2 feet for muck, a new geogrid will be placed, and the area will be backfilled with subbase course or AC grindings. New airfield markings will be installed.

This project was bid with a base bid and two additive alternates in order to tailor the final scope of the awarded project to the actual bid prices received and the amount of AIG funds available. This grant application includes the design of the total project and the construction of the Base Bid only. The cost of the entire portion of the Base Bid only is beyond the available AIG funds. The City will front the remaining costs and apply for a future 2025 AIG reimbursement grant. There is also a small ineligible strip of pavement in front of the hangars which open directly to the apron. The attached sketch map shows the scope of this project with color designations breaking out the area included in this grant (Taxilane 50, x 1,120', Apron A2 2,343 Sq. Yd.), area included in a future 2026 AIG reimbursement grant (Apron A2 1,548 Sq. Yd.) and the ineligible area (Apron A2 843 Sq. Yd.).

2. *RESULTS OR BENEFITS EXPECTED*

The rehabilitation of the apron and taxilane pavements will provide safe and functional apron and taxilane pavements for operations at the airport, which will have a remaining life so far as deep-seated distress is concerned of 20+ years.

3. ***APPROACH***

a. *Plan of Action* - All airport design conforms to Advisory Circular 150/5300-13B, *Airport Design*. Specifications are being prepared based on Advisory Circular 150/5370-10H, *Standards for Specifying Construction of Airports.* All safety requirements as outlined in Advisory Circular 150/5370-2G, *Operational Safety on Airports During Construction* will be included in the Construction Safety and Phasing Plan prepared for this project.

The engineering will be performed in five phases, as follows:

Phase 1 – Preliminary Engineering

1) Environmental Studies – Cat Ex
2) Perform topographic surveys.
3) Project Scoping

Phase 2 – Engineering Design and Preparation of Plans and Specifications

1) Perform complete engineering design.
2) Prepare complete plans and specifications for the project, ready for bid.
3) Prepare Engineer's Report including engineer's estimate of construction costs for the proposed project and the Construction Safety and Phasing Plan.

Phase 3 - Engineering Support During Bidding and Contract Award

1) Assist City in distributing final plans and specifications to prospective contractors.
2) Participate in a pre-bid meeting for all prospective contractors.
3) Respond to any questions and comments from prospective contractors.
4) Preparation of required addenda.
5) Assist City in awarding contract including preparation of Abstract of Bids, evaluation of bids, and preparation of application for AIP funding.

Phase 4 - Engineering Design Services During Construction and Project Closeout

1) Participate in a pre-construction conference.
2) Provide engineering surveillance of all construction operations, including attendance at weekly construction meetings, preparation of any change orders required, preparation of contractor pay estimates, preparation of F.A.A.

reimbursement requests, review of all contractor submittals, preparation of final as-constructed drawings and final engineer's report, and updating the ALP to show as constructed conditions.

Phase 5 - Construction Management - The Contractor will be required to furnish material submittals for all materials proposed for use on the project, provide all Quality Control Testing and Inspection during the construction of this project, and meet all requirements of the plans and specifications.

The Engineer will provide all Quality Assurance Testing and Inspection, which will include the following:

1) Furnish qualified Resident Engineer to review and monitor all construction activities. Provide all testing and inspection required as included in the quality assurance program including providing technicians and inspectors as required.
2) Provide all testing and inspection required as included in the quality assurance program including providing technicians and inspectors as required.
3) Provide surveying services as required.
4) Provide traffic safety inspectors and Safety Plan implementation.
5) Review and approve all contractor's quality control testing and inspection.

b. *Consultant* – The consultant who will work on the project will be Brandley Engineering. Brandley Engineering will perform the engineering support and construction management for this project.

4. ***GEOGRAPHIC LOCATION***

The rehabilitation of Apron A2 and Taxilane pavements included in this application will be at the Madera Municipal Airport located in Madera, Madera County, California. The areas to be served will be the City of Madera and areas of Madera County that will be concerned with the airport improvements.

The locations and dimensions of the project are shown on the project sketch included as part of this Program Narrative.

5. ***SPONSOR'S REPRESENTATIVE***

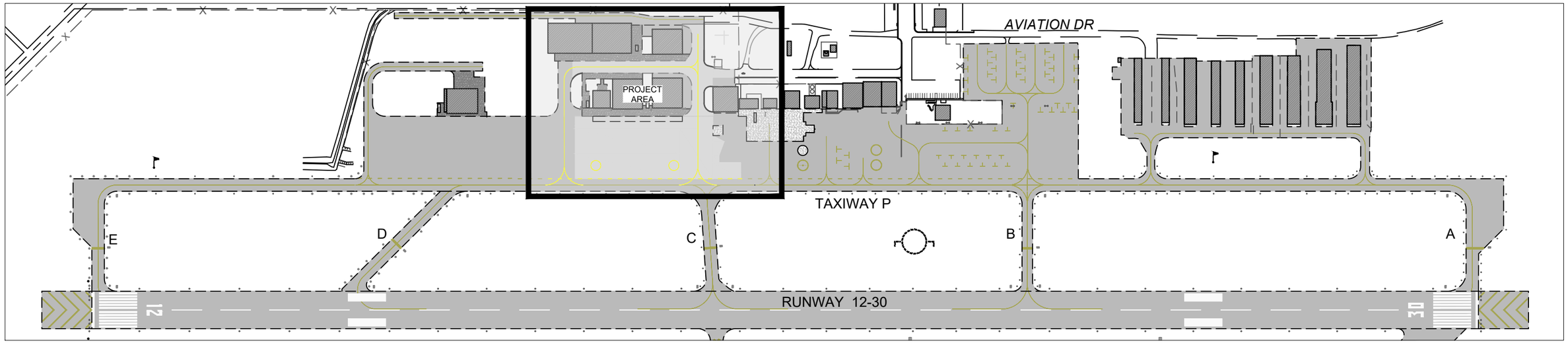
Arnoldo Rodriguez, City Manager, City of Madera, 1030 S. Gateway Drive, Madera, California 93637, Telephone: 559-661-5402,
Email: arodriguez@madera.gov.

David Austin, Administrative Analyst, City of Madera, 1030 S. Gateway Drive, Madera, California 93637, Telephone: 559-662-4951
Email: daustin@madera.gov.

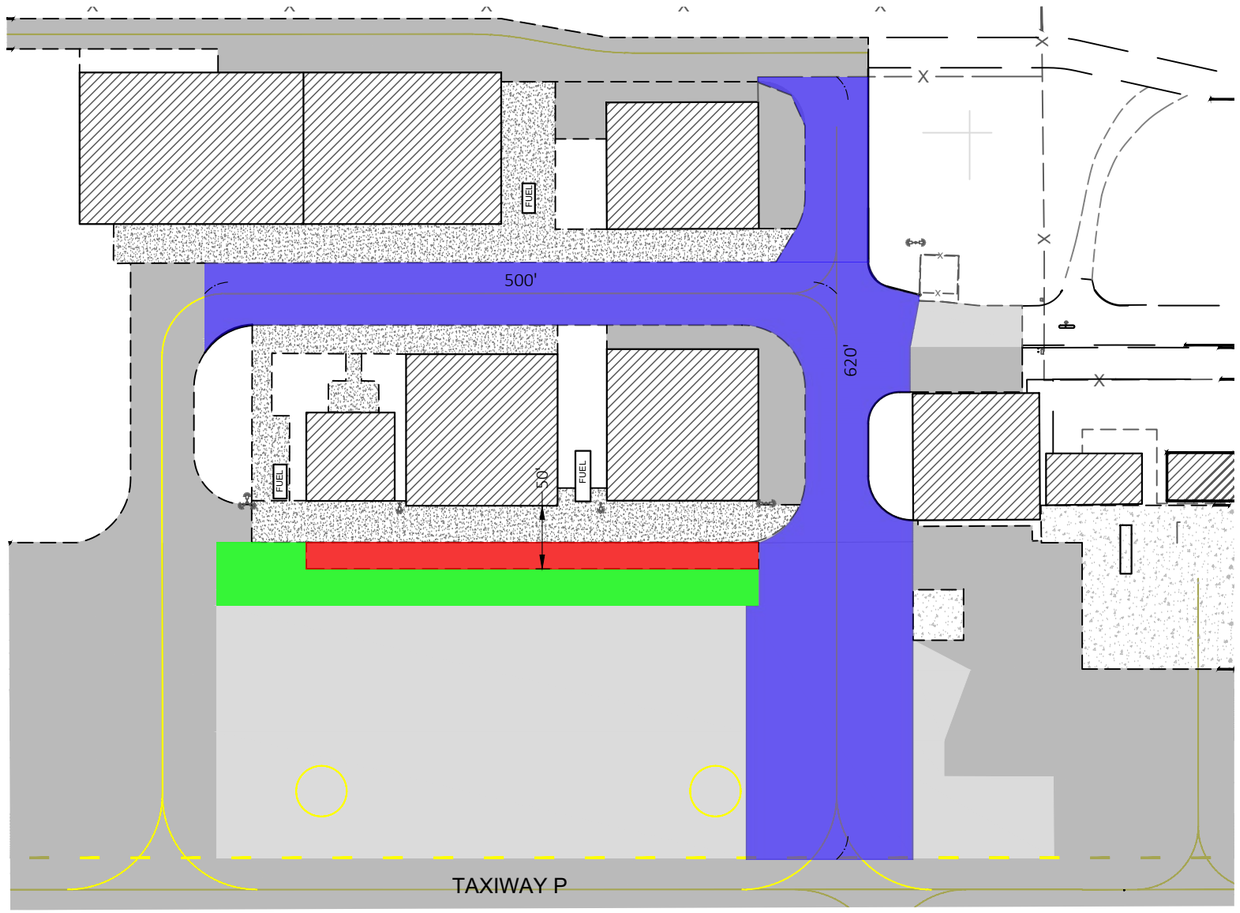
6. ***ATTACHMENTS***

Also included in this application are the following attachments:

- Attachment 1 – Cost Estimates
- Attachment 2 – NEPA Compliance
- Attachment 3 – Exhibit A, Property Map
- Attachment 4 – Standard DOT Title VI Assurances
- Attachment 5 – System for Award Management (SAM)
- Attachment 6 – Sponsor Certifications



VICINITY MAP



LEGEND

- REHABILITATE APRON A2 AND TAXILANE -FY 25 AIG GRANT 50' x 1,120' (TAXILANE), 2,343 SQ YDS (APRON)
- REHABILITATE APRON A2 FAA ELIGIBLE, SPONSOR FUNDED, FY26 AIG REINBURSEMENT - 1,548 SQ YDS
- REHABILITATE APRON A2 FAA INELIGIBLE, SPONSOR FUNDED 843 SQ YDS

N

0 60 120

SCALE: 1"=120'

BRANDLEY ENGINEERING

6125 KING ROAD, SUITE 201 · LOOMIS, CALIFORNIA 95650 · (916) 652-4725

MADERA MUNICIPAL AIRPORT

MADERA, CALIFORNIA

2025 AIRPORT INFRASTRUCTURE GRANT PROJECT SKETCH MAP

DATE	4/23/2025
DRAWN	KDC
CHECKED	MSB
PROJECT No.	83.02
FILE	MAE 2025-26 GRANTS
PLATE No.	1

ATTACHMENT 1
COST ESTIMATES

MADERA MUNICIPAL AIRPORT
MADERA, MADERA COUNTY, CALIFORNIA

Cost Estimates of the project are included in this attachment as follows:

Attachment 1A – Construction Costs Based on Bids
Attachment 1B – Breakdown of Engineering Costs
Attachment 1C – Breakdown of Administration Costs
Attachment 1D – Summary of Project Costs

Also included;
Independent Fee Estimate (IFE) for Engineering Design Costs
Independent Fee Estimate (IFE) for Engineering During Construction Costs

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT INFRASTRUCTURE GRANT (AIG) - DESIGN/CONSTRUCTION

CONSTRUCTION COSTS BASED ON BIDS

Rehabilitate Apron A2 and Taxilane Base Bid

Item No.	Description	Unit	Quantity	Unit Price	Cost
	BASE BID				
1	SWPPP Prepared by Qualified SWPPP Developer (QSD) and SWPPP Implementation and Monitoring (C-103)	LS	1.0	$ 18,000.00	$ 18,000.00
2	Mobilization (C-105)	LS	1.0	90,000.00	90,000.00
3	Marking and Lighting of Closed Airport Facilities (C-106)	LS	1.0	88,000.00	88,000.00
4	Muck Excavation (P-152)	Cu Yd	2,000.0	50.00	100,000.00
5	Subbase Course (P-154)	Cu Yd	1,000.0	60.00	60,000.00
6	Geogrid (P-209)	Sq Yd	2,900.0	9.00	26,100.00
7	In-place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Pulverize, Mix, Excavate, Haul & Stockpile (P-207)	Sq. Yd.	11,400.0	3.00	34,200.00
8	In-place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Place & Compact as ASB (P-207)	Cu Yd	1,000.0	41.00	41,000.00
9	In-place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, haul and dispose off site (P-207)	Cu Yd	100.0	40.00	4,000.00
10	Crushed Aggregate Base Course (P-209)	Cu Yd	1,400.0	83.00	116,200.00
11	Scarify and Recompact Base	Sq Yd	11,400.0	2.00	22,800.00
12	Asphalt Mix Pavement Surface Course (P-401)	Ton	3,000.0	166.00	498,000.00
13	Emulsified Asphalt Prime Coat (P-602)	Ton	10.0	500.00	5,000.00
14	Emulsified Asphalt Tack Coat (P-603)	Ton	5.0	750.00	3,750.00
15	Joint Sealing Filler (P-605)	Ln. Ft.	1,220.0	9.00	10,980.00
16	Concrete Cap Utilities (P-610)	Ln Ft	250.0	50.00	12,500.00
17	Airfield Marking (P-620)	Sq Ft	1,350.0	5.00	6,750.00
18	Reflective Media (P-620)	Lbs	120.0	10.00	1,200.00
	Total Base Bid				***$ 1,138,480.00***

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT INFRASTRUCTURE GRANT (AIG) - DESIGN/CONSTRUCTION

CONSTRUCTION COSTS BASED ON BIDS

Rehabilitate Apron A2 and Taxilane Base Bid

Item No.	Description	Unit	Quantity	Unit Price	Cost
FAA Ineligible (50' of apron pavement in front of hangars opening directly to apron)					
7	In-place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Pulverize, Mix, Excavate, Haul & Stockpile (P-207)	Sq. Yd.	834.0	$ 3.00	$ 2,502.00
11	Scarify and Recompact Base	Sq Yd	834.0	2.00	1,668.00
12	Asphalt Mix Pavement Surface Course (P-401)	Ton	218.0	166.00	36,188.00
13	Emulsified Asphalt Prime Coat (P-602)	Ton	0.7	500.00	350.00
14	Emulsified Asphalt Tack Coat (P-603)	Ton	0.4	750.00	262.50
15	Joint Sealing Filler (P-605)	Ln. Ft.	358.0	9.00	3,222.00
	Total FAA Ineligible				***$ 44,192.50***
	***Total Construction Cost - FAA Eligible* Base Bid**			***Use***	**$ 1,094,287.50**

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT INFRASTRUCTURE GRANT (AIG) - DESIGN/CONSTRUCTION

BREAKDOWN OF ENGINEERING COSTS

Rehabilitate Apron A2 and Taxilane Base Bid

Phase 1 - Preliminary Engineering

Environmental Studies - Cat Ex					
NEPA Project Manager				$ 5,750.00	
Principal Engineer	2.0	Hrs. @	$ 300.00	600.00	
Senior Design Engineer	2.0	Hrs. @	180.00	360.00	
Total Environmental				$ 6,710.00	
Use				$ 6,700.00	
Topographic Surveys					
Topographic Survey				$ 10,000.00	
Engineering Supervision				1,000.00	
Total Topographic Surveys				$ 11,000.00	
Project Scoping					
Principal Engineer	2.0	Hrs. @	$ 300.00	$ 600.00	
Junior Engineer/Senior Drafter	2.0	Hrs. @	120.00	240.00	
Project Administrator	5.0	Hrs. @	100.00	500.00	
Clerical	2.0	Hrs. @	85.00	170.00	
Total - Project Application				$ 1,510.00	
Use				$ 1,500.00	
Total Preliminary Engineering					$ 19,200.00

Phase 2 - Engineering Design:

Engineering Services up through Preparation of Plans, Specifications, and Reports

Principal Engineer	60.0	Hrs. @	$ 300.00	$ 18,000.00	
Senior Engineer	100.0	Hrs. @	180.00	18,000.00	
Junior Engineer/Senior Drafter	48.0	Hrs. @	120.00	5,760.00	
Project Administrator	45.0	Hrs. @	100.00	4,500.00	
Clerical	38.0	Hrs. @	76.00	2,888.00	
Total Engineering Design				$ 49,148.00	
Use					49,500.00

Phase 3 - Engineering During Bid and Award

Principal Engineer	17.0	Hrs. @	$ 300.00	$ 5,100.00	
Senior Engineer	6.0	Hrs. @	180.00	1,080.00	
Junior Engineer/Senior Drafter	6.0	Hrs. @	120.00	720.00	
Project Administrator	12.0	Hrs. @	100.00	1,200.00	
Clerical	3.0	Hrs. @	76.00	228.00	
Mileage	330.0	Miles @	0.670	221.10	
Total Engineering During Bid and Award				$ 8,549.10	
Use					8,500.00

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT INFRASTRUCTURE GRANT (AIG) - DESIGN/CONSTRUCTION

BREAKDOWN OF ENGINEERING COSTS

Rehabilitate Apron A2 and Taxilane Base Bid

Phase 4 - Engineering During Construction & Project Closeout					
Principal Engineer	85.0	Hrs. @	$ 300.00	$ 25,500.00	
Senior Engineer	40.0	Hrs. @	180.00	7,200.00	
Junior Engineer/Senior Drafter	40.0	Hrs. @	120.00	4,800.00	
Project Administrator	70.0	Hrs. @	100.00	7,000.00	
Clerical	25.0	Hrs. @	76.00	1,900.00	
Mileage	990.0	Miles @	0.670	663.30	
Total Engineering During Construction				$ 47,063.30	
Use					$ 47,000.00
Phase 5 - Resident Engineering, Testing, and Inspection					
Base Bid:					
Resident Engineer					
Regular Time	230.0	Hrs. @	$ 190.00	$ 43,700.00	
Overtime	50.0	Hrs. @	285.00	14,250.00	
Apprentice					
Regular Time	40.0	Hrs. @	95.00	3,800.00	
Overtime	10.0	Hrs. @	142.50	1,425.00	
Certified Asphalt Testing				10,500.00	
Certified ConcreteTesting				1,000.00	
Per Diem	20.0	Days @	208.00	4,160.00	
Vehicle Rental	25.0	Days @	50.00	1,250.00	
Mileage	1,650.0	Miles @	0.670	1,105.50	
Total Resident Engineering - Base Bid				$ 81,190.50	
Use					82,000.00
Total Engineering					$ 206,200.00

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT INFRASTRUCTURE GRANT (AIG) - DESIGN/CONSTRUCTION

BREAKDOWN OF ADMINISTRATION COSTS

Rehabilitate Apron A2 and Taxilane Base Bid

Public Works Operations Director	$ 10,500.00	
Administrative Analyst	16,500.00	
Printing, Postage, Advertising, etc.	3,000.00	
Total Administration Costs		$ 30,000.00

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT INFRASTRUCTURE GRANT (AIG) - DESIGN/CONSTRUCTION

Rehabilitate Apron A2 and Taxilane Base Bid

SUMMARY OF PROJECT COSTS

Construction Cost:		
Base Bid	$ 1,138,480	
Alternate 1	-	
Alternate 2	-	
		$ 1,138,480
Engineering:		
Phase 1 - Preliminary Engineering	$ 19,200	
Phase 2 - Engineering Design/Preparation of Plans and Specifications	49,500	
Phase 3 - Engineering During Bid and Contract Award	8,500	
Phase 4 - Engineering During Construction	47,000	
Phase 5 - Resident Engineering, Testing, and Inspection - Base Bid	82,000	
Total Engineering		206,200
Administrative Costs		30,000
Total Project Costs		$ 1,374,680
Less Ineligible Construction Costs		(44,193)
Total (FAA Eligible) Project Costs		$ 1,330,487
F.A.A. Participation		$ 1,175,000
Sponsor Participation		$ 199,680

JULY 27, 2023

Mr. Reginald Dones
Federal Aviation Administration
Airports District Office
San Francisco, California

Subject: Madera Municipal Airport
Madera, Madera County, California
2023 Airport Infrastructure Grant (AIG) Program
Rehabilitate Apron A2 and Taxi lane – Engineering Design
Record of Negotiations

Dear Mr. Dones:

The City of Madera proposes the engineering design of the Rehabilitation of Apron A2 and Taxiway at Madera Municipal Airport, Madera, Madera County, California, under the 2023 Airport Infrastructure Grant (AIG) Program of the Federal Aviation Administration. It is proposed to utilize the services of Brandley Engineering to provide engineering services for the design of this project. The City of Madera and Brandley Engineering entered into negotiations for the engineering fees related to this project.

The consulting firm of Brandley Engineering was selected on March 4, 2020, from those consultants who submitted their qualifications.

An independent fee estimate (IFE) for the engineering design for the subject project was prepared by the City of Madera, Engineering Department, for services to be provided including environmental studies (Cat Ex), topographic surveys, and engineering design and preparation of plans and specifications ready for bid. A copy of this IFE is attached.

A scope of work and fee proposal for the Engineering Design Services for the rehabilitation of the Apron A2 and Taxiway pavements has been requested from Brandley Engineering.

The consultant has submitted their fee proposal for the Engineering Design Services in the amount of $68,700.00 for the Rehabilitation of Apron A2 and Taxi lane Pavements.

A comparison of the independent fee estimates and Brandley Engineering's fee is shown below.

The Sponsor's Independent Fee Estimate was $74,815.20, which is 9% over the consultant's fee proposal. Since the IFE is within 10% of the consultant's fee proposal, the Sponsor considers this reasonable and recommends accepting the consultant's fee of $68,700.00.

A general agreement has been prepared for the agreement between the City of Madera and consultant. This agreement is attached as Exhibit A. The scope of work, proposed Task Order for the rehabilitation of Apron A2 and Taxi lanes project, and consultant's fee proposal are attached as Exhibit B. The Sponsor's independent fee estimate is attached to this record of negotiation as Exhibit C and hereby submitted to the ADO for a reasonableness of cost determination.

The analysis was conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14 have been followed.

Please contact me or Jerry Martinez, Engineering Project Manager, at (559)-661-5418 if you have questions.

Very truly yours,

Keith Helmuth, P.E.
City Engineer

Cc. Ismael Hernandez, Public Works Director
Jerry Martinez, Engineering Project Manager
Sergio Martinez-Orozco, Administrative Analyst
Melissa Brandley, P.E. Brandley Engineering
Project File

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA
EXHIBIT C
2023 AIRPORT INFRASTRUCTURE GRANT - DESIGN

CITY OF MADERA INDEPENDENT FEE ESTIMATE
Rehabilitate Apron A2 and Taxilane - Estimated Construction Cost $1,697,000

Phase 1 - Preliminary Engineering

Environmental Studies - Cat Ex						
NEPA Project Manager					3,000.00	
Principal Engineer	*2*	Hrs. @	*$300*		600.00	
Senior Design Engineer	*2*	Hrs. @	*$180*		360.00	
Total Environmental				$	3,960.00	
					Use	$3,960.00
Topographic Surveys						
Topographic Survey					10,000.00	
Engineering Supervision					1,000.00	
Total Topographic Surveys				$	11,000.00	
					Use	$11,000.00
Project Scoping						
Principal Engineer	*2*	Hrs. @	*$300*		600.00	
Junior Engineer/Senior Drafter	*2*	Hrs. @	*$120*		240.00	
Project Administrator	*5*	Hrs. @	*$100*		500.00	
Clerical	2	Hrs. @	$85		170.00	
Total Project Application				$	1,510.00	
					Use	$1,510.00

Phase 2 - Project testing

Determine Paving Structural Sections						
Resident Engineer						
Regular Hours	10.0	Hrs. @	$180	$	1,800.00	
Certified Asphalt Testing Lab		Standard Rates			3,000.00	
New PMMP Determination					1,000.00	
Total - Construction Management				*$*	*5,800.00*	
					Use	$5,800.00

Phase 3 - Engineering Design

Engineering Services up through Preparation of Plans, Specifications ready for bid including Reports						
Principal Engineer	50.0	Hrs. @	$300	$	15,000.00	
Senior Design Engineer	100.0	Hrs. @	$180		18,000.00	
Junior Engineer/Senior Drafter	48.0	Hrs. @	$120		5,760.00	
Project Administrator	45.0	Hrs. @	$100		4,500.00	
Airfield & Taxiway Markings/Signage					3,000.00	
City Bidding Requirements					2,000.00	
Engineers Report/Construction Estimate					1,000.00	
Clerical	38.0	Hrs. @	$76		2,888.00	
Mileage	340.0	Miles @	$0.58		197.20	
Postage and Other Expenses					200.00	
Total - Bidding and Contract Award				*$*	*52,545.20*	
					Use	$52,545.20

Total Engineering Design Fee Estimate **$ 74,815.20**

May 6, 2025

Mr. Barry Franklin
Program Manager/Civil Engineer
Federal Aviation Administration
Airports District Office
2999 Oak Road, Suite 200
Walnut Creek, CA 94597

Subject: Madera Municipal Airport, Madera, Madera County, California
2025 Airport Infrastructure (AIG) – Construct
Rehabilitation of Apron A2 and Taxilane – Base Bid
Record of Negotiations

Dear Mr. Franklin:

The City of Madera proposes the construction of the Rehabilitation of Apron A2 and Taxilane Base Bid at Madera Municipal Airport, Madera, Madera County, California, under the 2025 Airport Infrastructure Grant (AIG) program of the Federal Aviation Administration. It is proposed to utilize the services of Brandley Engineering to provide engineering services during the construction of this project. The City of Madera and Brandley Engineering entered into negotiations for the engineering fees related to this project. The consulting firm of Brandley Engineering was selected from those consultants who submitted their qualifications, and the City of Madera entered into an agreement with Brandley Engineering.

An independent fee estimate (IFE) for the engineering design phase of this project was completed in 2023. This independent fee estimate (IFE) covers the construction phase of the Base Bid only for the subject project including engineering during bid and award, engineering during construction, and resident engineering. This IFE was prepared by Jerry Martinez, City Engineering Project Manager. A copy of this IFE is attached.

A scope of work and fee proposal for the Engineering Services During Construction for the Rehabilitation of Apron A2 and Taxilane Base Bid was requested from Brandley Engineering. The consultant has submitted their fee proposal for the Engineering Services in the amount of $137,500. A comparison of the independent fee estimate and Brandley Engineering's fee is shown below.

The Sponsor's Independent Fee Estimate was $164,700, which is 20% over the consultant's fee proposal. Since the IFE is above of the consultant's fee proposal, the Sponsor considers this reasonable and recommends accepting the consultant's fee of $137,500. The analysis was conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14 have been followed.

Very truly yours,

The CITY OF MADERA

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT INFRASTRUCTURE GRANT (AIG) - CONSTRUCTION

CITY OF MADERA INDEPENDENT FEE ESTIMATE

Rehabilitate Apron A2 & Taxilane Estimated Construction Cost $1,239,350 (base bid)

Base Bid:

Part I - Engineering Support During Bidding and Contract Award

Principal Engineer	16.0	Hrs. @	$300	$ 4,800.00	
Senior Design Engineer	8.0	Hrs. @	$180	1,440.00	
Junior Engineer	8.0	Hrs. @	$110	880.00	
Project Administrator	8.0	Hrs. @	$100	800.00	
Clerical	5.0	Hrs. @	$76	380.00	
Mileage	340.0	Miles @	$0.58	197.20	
Postage and Other Expenses				200.00	
Total - Bidding and Contract Award				*$ 8,697.20*	
				Use	$8,700.00

Part II - Engineering During Construction and Final Project Closeout

Principal Engineer	80.0	Hrs. @	$ 300.00	$ 24,000.00	
Senior Engineer	48.0	Hrs. @	180.00	8,640.00	
Junior Engineer/Senior Drafter	48.0	Hrs. @	120.00	5,760.00	
Project Administrator	80.0	Hrs. @	100.00	8,000.00	
Clerical	30.0	Hrs. @	76.00	2,280.00	
Mileage	680.0	Miles @	0.58	394.40	
Total - Engineering During Construction				*$ 49,074.40*	
				Use	$50,000.00

Part III - Engineering Duing Construction and Final Project Closeout (25 working days)

Resident Engineer					
Regular Hours	288.0	Hrs. @	$184	$ 52,992.00	
Overtime Hours	80.0	Hrs. @	$270	21,600.00	
Senior Inspector					
Regular Hours	40.0	Hrs. @	$123	4,920.00	
Overtime Hours	10.0	Hrs. @	$225	2,250.00	
Apprentice					
Regular Hours	40.0	Hrs. @	$95	3,800.00	
Overtime Hours	10.0	Hrs. @	$143	1,425.00	
Certified Asphalt Testing Lab		Standard Rates		5,000.00	
Certified Concrete Testing Lab		Standard Rates		3,000.00	
Vehicle Rental	35.0	Days @	$50	1,750.00	
Mileage	3,400.0	Miles @	$0.58	1,972.00	
Per Diem	35.0	Days @	$208	7,280.00	
Total - Construction Management				*$ 105,989.00*	
				Use	$106,000.00
Total Engineering Fee Estimate - Base Bid					**$ 164,700.00**

ATTACHMENT 2
NEPA COMPLIANCE

MADERA MUNICIPAL AIRPORT
MADERA, MADERA COUNTY, CALIFORNIA

U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
San Francisco Airports District Office

12999 Oak Rd, Suite 200
Walnut Creek, CA 94597

August 3, 2023

Madera Municipal Airport
Sergio Martinez, Administrative Analyst, Airport Manager
1030 S. Gateway Drive
Madera, CA 93637

Subject: Proposed Project Categorical Exclusion at Madera Municipal Airport

Dear Mr. Martinez:

The Federal Aviation Administration (FAA) has reviewed the environmental information you submitted for the Rehabilitate Apron A2 and Taxilane Project at the Madera Municipal Airport (MAE), Madera, California. The enclosed figure highlights the area of the proposed project. The FAA has determined the proposed project is Categorically Excluded pursuant to FAA Order 1050.1F as it relates to the National Environmental Policy Act of 1969, as amended (NEPA). Therefore, no further federal environmental disclosure documentation for the project components is necessary for NEPA purposes.

This letter notifies you that the proposed project has complied with NEPA only. This is not a notice of final project approval of funding availability.

If you have any questions regarding this matter, I am available at 925-546-6441, or by email at Christopher.D.Jones@faa.gov.

Sincerely,

Christopher D. Jones

Christopher D. Jones, Ph.D.
Environmental Protection Specialist

Enclosure



EXHIBIT 1

MADERA MUNICIPAL AIRPORT
Documented Categorical Exclusion

APRON and TAXILANE REHABILITATION

July 2023

ATTACHMENT 3
EXHIBIT "A", PROPERTY MAP

MADERA MUNICIPAL AIRPORT
MADERA, MADERA COUNTY, CALIFORNIA

Exhibit "A" Airport Property Map dated December 15, 2016 is included in this Attachment 1. This Property Map was approved by the FAA along with the Airport Layout Plan set of drawings on August 22, 2017.

LEGEND:

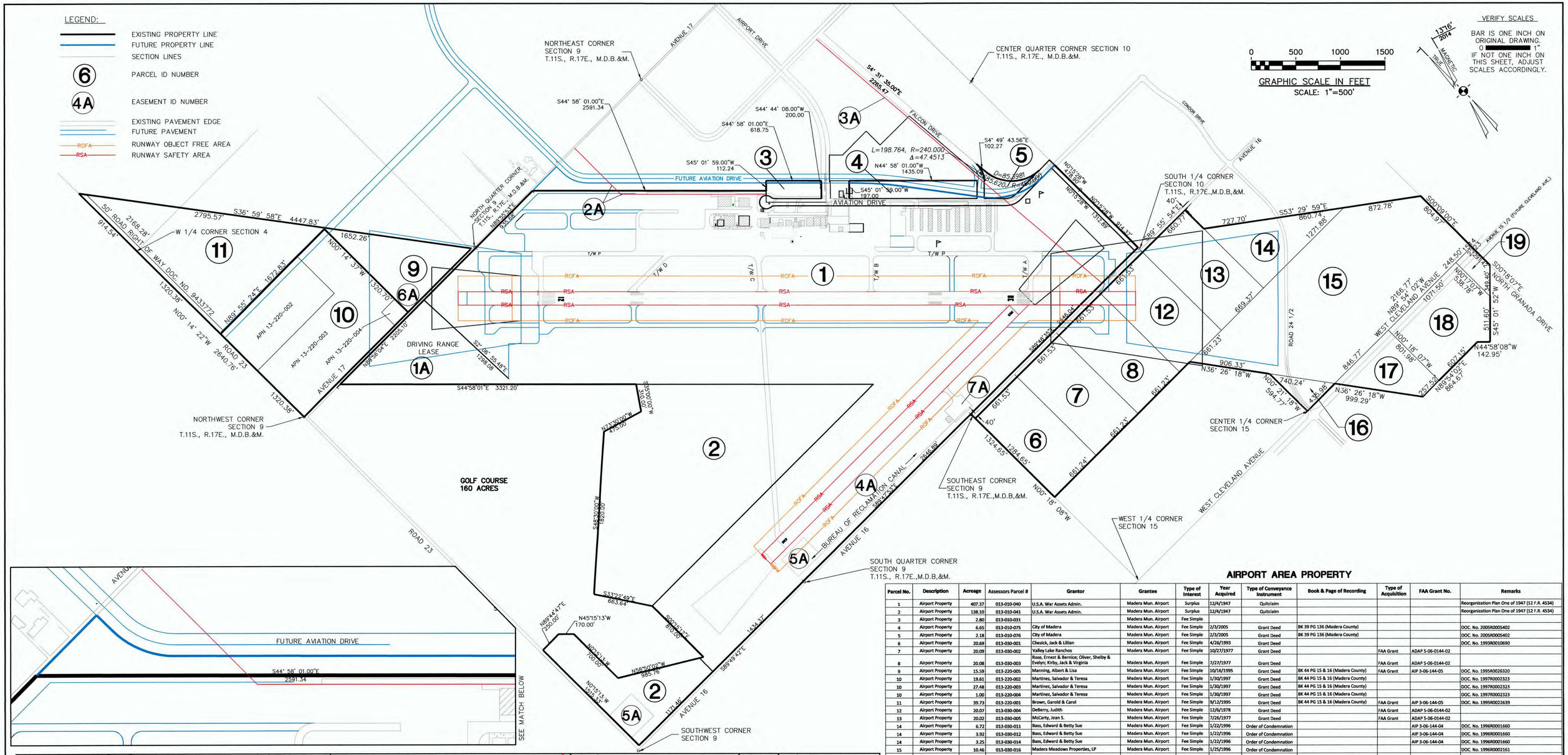
- EXISTING PROPERTY LINE
- FUTURE PROPERTY LINE
- SECTION LINES
- 6 — PARCEL ID NUMBER
- 4A — EASEMENT ID NUMBER
- EXISTING PAVEMENT EDGE
- FUTURE PAVEMENT
- ROFA — RUNWAY OBJECT FREE AREA
- RSA — RUNWAY SAFETY AREA

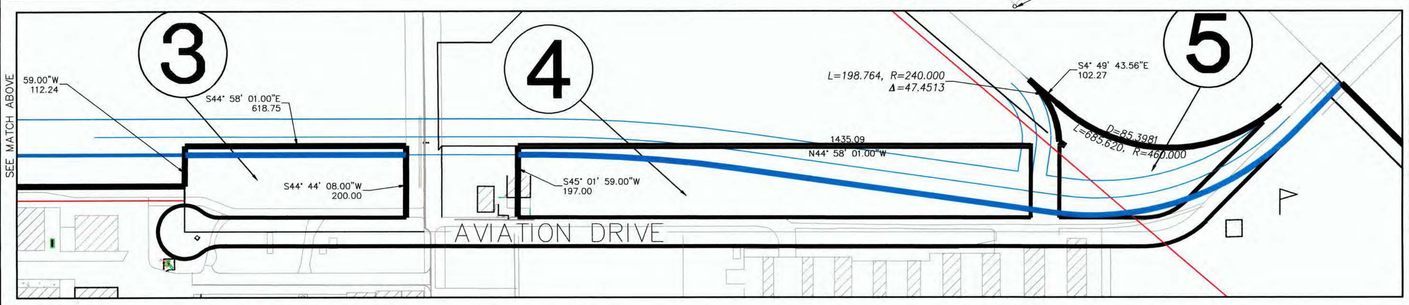
VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

0 500 1000 1500
GRAPHIC SCALE IN FEET
SCALE: 1"=500'

13°16' 2014 MAGNETIC TRUE





AIRPORT AREA PROPERTY

Parcel No.	Description	Acreage	Assessors Parcel #	Grantor	Grantee	Type of Interest	Year Acquired	Type of Conveyance Instrument	Book & Page of Recording	Type of Acquisition	FAA Grant No.	Remarks
1	Airport Property	407.37	013-010-040	U.S.A. War Assets Admin.	Madera Mun. Airport	Surplus	12/4/1947	Quitclaim				Reorganization Plan One of 1947 (12 F.R. 4534)
2	Airport Property	138.10	013-010-041	U.S.A. War Assets Admin.	Madera Mun. Airport	Surplus	12/4/1947	Quitclaim				Reorganization Plan One of 1947 (12 F.R. 4534)
3	Airport Property	2.80	013-010-031		Madera Mun. Airport	Fee Simple						
4	Airport Property	6.65	013-010-075	City of Madera	Madera Mun. Airport	Fee Simple	2/3/2005	Grant Deed	BK 39 PG 136 (Madera County)			DOC. No. 2005R0005402
5	Airport Property	2.18	013-010-076	City of Madera	Madera Mun. Airport	Fee Simple	2/3/2005	Grant Deed	BK 39 PG 136 (Madera County)			DOC. No. 2005R0005402
6	Airport Property	20.69	013-030-001	Chezick, Jack & Lillian	Madera Mun. Airport	Fee Simple	4/26/1993	Grant Deed				DOC. No. 1993R0010690
7	Airport Property	20.09	013-030-002	Valley Lake Ranchos	Madera Mun. Airport	Fee Simple	10/27/1977	Grant Deed		FAA Grant	ADAP 5-06-0144-02	
8	Airport Property	20.08	013-030-003	Rose, Ernest & Bernice; Oliver, Shelby & Evelyn; Kirby, Jack & Virginia	Madera Mun. Airport	Fee Simple	7/27/1977	Grant Deed		FAA Grant	ADAP 5-06-0144-02	
9	Airport Property	15.59	013-220-005	Manning, Albert & Lisa	Madera Mun. Airport	Fee Simple	10/16/1995	Grant Deed	BK 44 PG 15 & 16 (Madera County)	FAA Grant	AIP 3-06-144-05	DOC. No. 1995R0026320
10	Airport Property	19.61	013-220-002	Martinez, Salvador & Teresa	Madera Mun. Airport	Fee Simple	1/30/1997	Grant Deed	BK 44 PG 15 & 16 (Madera County)			DOC. No. 1997R0002323
10	Airport Property	27.48	013-220-003	Martinez, Salvador & Teresa	Madera Mun. Airport	Fee Simple	1/30/1997	Grant Deed	BK 44 PG 15 & 16 (Madera County)			DOC. No. 1997R0002323
10	Airport Property	1.00	013-220-004	Martinez, Salvador & Teresa	Madera Mun. Airport	Fee Simple	1/30/1997	Grant Deed	BK 44 PG 15 & 16 (Madera County)			DOC. No. 1997R0002323
11	Airport Property	39.73	013-220-001	Brown, Garold & Carol	Madera Mun. Airport	Fee Simple	9/12/1995	Grant Deed	BK 44 PG 15 & 16 (Madera County)	FAA Grant	AIP 3-06-144-05	DOC. No. 1995R0022639
12	Airport Property	20.07	013-030-004	DeBerry, Judith	Madera Mun. Airport	Fee Simple	12/6/1978	Grant Deed		FAA Grant	ADAP 5-06-0144-02	
13	Airport Property	20.02	013-030-005	McCarty, Jean S.	Madera Mun. Airport	Fee Simple	7/26/1977	Grant Deed		FAA Grant	ADAP 5-06-0144-02	
14	Airport Property	6.72	013-030-011	Bass, Edward & Betty Sue	Madera Mun. Airport	Fee Simple	1/22/1996	Order of Condemnation			AIP 3-06-144-04	DOC. No. 1996R0001660
14	Airport Property	3.92	013-030-012	Bass, Edward & Betty Sue	Madera Mun. Airport	Fee Simple	1/22/1996	Order of Condemnation			AIP 3-06-144-04	DOC. No. 1996R0001660
14	Airport Property	3.25	013-030-014	Bass, Edward & Betty Sue	Madera Mun. Airport	Fee Simple	1/22/1996	Order of Condemnation			AIP 3-06-144-04	DOC. No. 1996R0001660
15	Airport Property	10.46	013-030-016	Madera Meadows Properties, LP	Madera Mun. Airport	Fee Simple	1/25/1996	Order of Condemnation				DOC. No. 1996R0002161
15	Airport Property	66.89	013-030-017	Madera Meadows Properties, LP	Madera Mun. Airport	Fee Simple	1/25/1996	Order of Condemnation				DOC. No. 1996R0002161
16	Airport Property	2.68	013-030-018	Madera Meadows Properties, LP	Madera Mun. Airport	Fee Simple	3/1/1996	Grant Deed		FAA Grant	AIP 3-06-144-05	DOC. No. 1996R0005512
17	Airport Property	10.13	006-380-017	Berry, David L & Gwendolene	Madera Mun. Airport	Fee Simple	2/8/1996	Grant Deed		FAA Grant	AIP 3-06-144-05	DOC. No. 1996R0003429
18	Airport Property	19.13	006-380-008	Kirby, Walter S Jr. & Arlene	Madera Mun. Airport	Fee Simple	10/26/1994	Grant Deed	BK 781 PG 259 (Madera County)			DOC. No. 1994R0031895
19	Airport Property	2.37	006-380-014	Beban, Anton Tr	Madera Mun. Airport	Fee Simple	12/12/1995	Order of Condemnation				DOC. No. 1995R0032004

AIRPORT LEASE AREA

Parcel No.	Description	Acreage	Assessors Parcel #	Grantor	Grantee	Type of Interest	Year Acquired	Type of Conveyance Instrument	Book & Page of Recording	Type of Acquisition	FAA Grant No.	Remarks
1A	Driving Range			Madera Mun. Airport	City of Madera	Easement						
2A	10' PG&E Easement			City of Madera	PG&E	Easement	5/14/1973		Unrecorded			Unrecorded Easement with City of Madera
3A	20' PG&E Easement			Madera Mun. Airport	PG&E	Easement			BK 661 PG 347			
4A	Canal Easement			Madera Mun. Airport	Bureau of Reclamation	Easement		Declaration of Taking	BK 784 PG 261			100' and 120' Wide Canal Easement
5A	Surface Rights			Madera Mun. Airport	Transamerica Minerals	Surface Rights		Quitclaim	BK 2180 PG 575			BK 2180 PG 575
6A	Canal Easement			Madera Mun. Airport	Bureau of Reclamation	Easement		Declaration of Taking	BK 784 PG 261			50' Wide Canal Easement
7A	Arial Applicator			Madera Mun. Airport		Easement						Aerial Applicator FBO

1. LOCATION OF FUTURE AVIATION DRIVE HAS NOT BEEN FINALIZED. LOCATION OF FUTURE RIGHT OF WAY WILL DETERMINE LOCATION OF FUTURE AIRPORT PROPERTY LINE AND STREET EASEMENT. PARCELS 3, 4 AND 5 LOT LINES WILL BE ADJUSTED OR EASEMENTS ESTABLISHED AT THAT TIME.
2. IDENTITY OF GRANTOR AND TYPE OF CONVEYANCE DOCUMENT INSTRUMENT DATA IS NOT AVAILABLE FOR MANY OF THE PARCELS.

NO.	REVISIONS	BY	APR	DATE

FAA DISCLAIMER

THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICY OF THE FAA. ACCEPTANCE OF THIS PLAN BY THE FAA DOES NOT IN ANY WAY CONSTITUTES A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED THEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.

APPROVED DATE
DAVID RANDALL – PUBLIC WORKS OPERATIONS DIRECTOR

C.E. 8044
Reinard W. Brandley
CONSULTING AIRPORT ENGINEER
6125 King Road, Suite 201 * Loomis, California 95650 * (916) 652-4725

MADERA COUNTY
STATE OF CALIFORNIA

MADERA MUNICIPAL AIRPORT

MADERA, CALIFORNIA

AIRPORT PROPERTY MAP - "EXHIBIT A"

APPROVED DATE
FAA

REGISTERED PROFESSIONAL ENGINEER REINARD W. BRANDLEY No. C 8044 Exp. 12-31-2018 CIVIL STATE OF CALIFORNIA
12-29-16

DATE DEC. 15, 2016

SHEET NUMBER
12 OF 12 SHEETS

ATTACHMENT 4
STANDARD DOT TITLE VI ASSURANCES

MADERA MUNICIPAL AIRPORT
MADERA, MADERA COUNTY, CALIFORNIA

ATTACHMENT NO. 4

STANDARD DOT TITLE VI ASSURANCES

The City of Madera (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods:

(a) The period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED 6/4/25

CITY OF MADERA
(Sponsor)

By _____
Arnoldo Rodriguez, City Manager

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

ATTACHMENT 5
SYSTEM FOR AWARD MANAGEMENT (SAM)

MADERA MUNICIPAL AIRPORT
MADERA, MADERA COUNTY, CALIFORNIA

SAM.GOV®

CITY OF MADERA

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
GM14DSJ51PR1	**4ANF8**	**Federal Assistance Awards Only**
Registration Status	Expiration Date	
Active Registration	**Nov 8, 2025**	
Physical Address	Mailing Address	
205 W 4TH ST **Madera, California 93637-3527** **United States**	**205 W. 4TH Street** **Madera, California 93637-3527** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
California 13	**(blank) / (blank)**	**www.madera.gov**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Nov 13, 2024	**Nov 8, 2024**	**Jun 6, 2005**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Mar 27, 1907	**Jun 30**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
U.S. Government Entity	**US Local Government**	**(blank)**
Profit Structure		
(blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
City

Other Government Entities

Planning Commission
Airport Authority
Transit Authority

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**4ANF8**

Points of Contact

Electronic Business

Arnoldo Rodriguez, Mr.
205 W. 4TH Street
Madera, California 93637
United States

Marcela Zuniga, Ms.
205 West 4TH Street
Madera, California 93637
United States

Government Business

Arnoldo Rodriguez, Mr.
205 W. 4TH Street
Madera, California 93637
United States

Marcela Zuniga, Grant Administrator
205 West 4TH Street
Madera, California 93637
United States

Past Performance

Marcela Zuniga, Grants Administrator
205 West 4TH Street
Madera, California 93637
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title

Disaster Response

This entity does not appear in the disaster response registry.

ATTACHMENT 6
SPONSOR CERTIFICATIONS

MADERA MUNICIPAL AIRPORT
MADERA, MADERA COUNTY, CALIFORNIA

This attachment consists of the following Sponsor Certifications:
Drug-Free Workplace
Selection of Consultants
Project Plans and Specifications
Equipment and Construction Projects
Construction Project Final Acceptance
Potential Conflicts of Interest

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of Madera

Airport: Madera Municipal Airport

Project Number: AIP 3-06-0144-___-2025

Description of Work: Design/Construct - Rehabilitate Apron A2 and Taxilane Base Bid

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Madera Municipal Airport
Address: 4020 Aviation Drive, Madera, CA 93637

Location 2 (if applicable)
Name of Location: City of Madera City Offices
Address: 1030 S. Gateway Drive, Madera, CA 93637

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Madera

Name of Sponsor’s Authorized Official: Arnoldo Rodriguez

Title of Sponsor’s Authorized Official: City Manager

Signature of Sponsor’s Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Madera

Airport: Madera Municipal Airport

Project Number: AIP 3-06-0144-___-2025

Description of Work: Design/Construct - Rehabilitate Apron A2 and Taxilane Base Bid

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

    a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

    b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

    a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

    b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “no” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

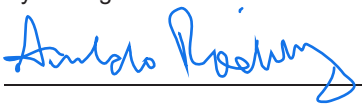
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , .

Name of Sponsor: City of Madera

Name of Sponsor’s Authorized Official: Arnoldo Rodriguez

Title of Sponsor’s Authorized Official: City Manager

Signature of Sponsor’s Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: City of Madera

Airport: Madera Municipal Airport

Project Number: AIP 3-06-0144-___-2025

Description of Work: Design/Construct - Rehabilitate Apron A2 and Taxilane Base Bid

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☒ Yes ☐ No ☐ N/A

5. The specification does not use or will not use “brand name” or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☒ Yes ☐ No ☐ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☐ Yes ☐ No ☒ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Madera

Name of Sponsor's Authorized Official: Arnoldo Rodriguez

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: Arnoldo Rodriguez

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation

**Federal Aviation
Administration**

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor: City of Madera

Airport: Madera Municipal Airport

Project Number: AIP 3-06-0144-___-2025

Description of Work: Design/Construct - Rehabilitate Apron A2 and Taxilane Base Bid

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
   ☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
   a. Technical standards (Advisory Circular (AC) 150/5370-12);
   b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
   c. Construction safety and phasing plan measures (AC 150/5370-2).
   ☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
   ☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

   ☒ Yes ☐ No ☐ N/A

5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:

   a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);

   b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and

   c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

   ☒ Yes ☐ No ☐ N/A

7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

   ☒ Yes ☐ No ☐ N/A

8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:

   a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);

   b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);

   c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and

   d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

   ☒ Yes ☐ No ☐ N/A

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:

   a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);

   b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and

   c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

   ☒ Yes ☐ No ☐ N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

    a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

    b. Complete all environmental requirements as established within the project environmental determination (Oder 5100.38); and

    c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Madera

Name of Sponsor’s Authorized Official: Arnoldo Rodriguez

Title of Sponsor’s Authorized Official: City Manager

Signature of Sponsor’s Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: City of Madera

Airport: Madera Municipal Airport

Project Number: AIP 3-06-0144-___-2025

Description of Work: Design/Construct - Rehabilitate Apron A2 and Taxilane - Base Bid

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

   ☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

   ☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

   ☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));

   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and

   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;

   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;

   c. Publicly opened at a time and place prescribed in the invitation for bids; and

   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

   ☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;

   b. Plan for publicizing and soliciting an adequate number of qualified sources; and

   c. Listing of evaluation factors along with relative importance of the factors.

   ☒ Yes ☐ No ☐ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

   ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

    a. Only one qualified person/firm submits a responsive bid;

    b. Award is to be made to other than the lowest responsible bidder; and

    c. Life cycle costing is a factor in selecting the lowest responsive bidder.

    ☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

    a. Access to Records (§ 200.336)

    b. Buy American Preferences (Title 49 U.S.C. § 50101)

    c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)

    d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)

    e. Occupational Safety and Health Act requirements (20 CFR part 1920)

    f. Seismic Safety – building construction (49 CFR part 41)

    g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)

    h. U.S. Trade Restriction (49 CFR part 30)

    i. Veterans Preference (49 USC § 47112(c))

    ☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 contain or will contain the provisions established by:

    a. Davis-Bacon and Related Acts (29 CFR part 5)

    b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

    ☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding $3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

    ☒ Yes ☐ No ☐ N/A

12. All contracts exceeding $10,000 contain or will contain the following provisions as applicable:

    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;

    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;

    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and

    d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

    ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding $25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

    ☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently $250,000) include or will include provisions, as applicable, that address the following:

    a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);

    b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);

    c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);

    d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and

    e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Madera

Name of Sponsor’s Authorized Official: Arnoldo Rodriguez

Title of Sponsor’s Authorized Official: City Manager

Signature of Sponsor’s Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 12/31/2026

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: City of Madera

Airport: Madera Municipal Airport

Project Number: AIP 3-06-0144-___-2025

Description of Work: Design/Construct - Rehabilitate Apron A2 and Taxilane Base Bid

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting “Yes” represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting “No” represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If “No” is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor’s and sub-recipient’s officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Madera

Name of Sponsor's Authorized Official: Arnoldo Rodriguez

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Exhibit 1(b): FAA Application for Federal Assistance under AIP grant for Rehabilitation of Apron A2 & Taxilane Alternate 1

APPLICATION FOR FEDERAL ASSISTANCE

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM (AIP)

DESIGN/CONSTRUCT
REHABILITATE APRON A2 AND TAXILANE ALTERNATE 1

JUNE 23, 2025

APPLICATION FOR FEDERAL ASSISTANCE

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM (AIP)

DESIGN/CONSTRUCT
REHABILITATE APRON A2 AND TAXILANE – ALTERNATE 1

The City of Madera has prepared and submits herewith an Application for Federal Assistance for a grant under the Airport Improvement Program (AIP) for the construction of the Rehabilitation of Apron A2 (Alternate 1) at the Madera Municipal Airport.

This application includes the documents listed in the FY25 AIP Application Checklist, including the FY25 Airport Project Schedule, Standard Form 424, FAA Form 5100-100, Program Narrative (Justification), project sketch, project costs, NEPA Compliance document, Exhibit “A”, Standard DOT Title VI Assurances, SAM certificate, and sponsor certifications.

FY25 AIRPORT PROJECT SCHEDULE - AIRPORT IMPROVEMENT PROGRAM (AIP)
CONSTRUCT PROJECTS

Airport: Madera Municipal Airport, Madera, Madera County, California
Project: Construct - Rehabilitate Apron A2 Alternate 1

No.	Item	Date		Comments
		SFO ADO Due	Anticipated Submission	
1	Submission of Updated ACIP to SFO-ADO	12/2/24		Submitted 10-21-24
2	Submission NEPA docs for SFO-SDO review by	9/16/24		Submitted 7-24-2023
3	Completion of NEPA no later than	12/31/24		Approved 8-3-23
4	Submission of Pre-Application Checklist to ADO by:	10/31/24		Submitted 10-29-24
5	Submission of SF424 - Preapplication	12/31/24		
6	Preliminary Design at 30% Level (submit as needed)			
7	Design Completed at 60% Level; CSPP submitted			CSPP Approved 4-10-25
8	Sponsor Submits 90% Design Level to ADO by:			
9	Sponsor submits 100% and advertises project by			
10	Sponsor opens Bids, evaluation by	Jan 13-Apr 14, 2025		Bids Received 4-22-2025
11	Final Application with Amount Based on Bids	6/23/25		Submitted 6-23-25

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☐ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☐ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:
MAE - 3-06-0144

5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Madera

*b. Employer/Taxpayer Identification Number (EIN/TIN):
94-6000365

*c. UEI:
GM14DSJ51PR1

d. Address:

*Street 1: 4020 Aviation Drive

Street 2:

*City: Madera

County/Parish: Madera

*State: Province: CA

*Country: USA: United States

*Zip / Postal Code 93637-9227

e. Organizational Unit:

Department Name:
Public Works

Division Name:
Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: David

Middle Name:

*Last Name: Austin

Suffix:

Title: Administrative Analyst

Organizational Affiliation:
Public Works

*Telephone Number: 559-662-4951 Fax Number:

*Email: daustin@madera.gov

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number**:

N/A

*Title:

13. Competition Identification Number:

N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Madera, Madera County, California

***15. Descriptive Title of Applicant's Project**:

AIP - Madera Municipal Airport, Madera, Madera County, California - Construction - Rehabilitate Apron A2 - Alternate 1 (5,800 sq. yd.)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: CA-013 *b. Program/Project: CA-013

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: *b. End Date:

18. Estimated Funding ($):

*a. Federal	$ 572,446
*b. Applicant	$ 1,506
*c. State	$ 28,622
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	
*g. TOTAL	$ 602,575

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 06/23/2025.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Arnoldo

Middle Name:

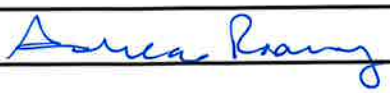
*Last Name: Rodriguez

Suffix:

*Title: City Manager

*Telephone Number: 559-661-5402 Fax Number:

* Email: arodriguez@madera.gov

*Signature of Authorized Representative:  *Date Signed: 06-25-25

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)? ☐ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later? ☐ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events. ☐ Yes ☐ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s). ☐ Yes ☐ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. ☐ Yes ☐ No ☐ N/A

☐ The project is included in an *approved* PFC application.

If included in an approved PFC application,

does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? ☐ Yes ☐ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

THE CITY GENERAL PLAN, CITY SPECIFIC PLAN, AIRPORT MASTER PLAN, MADERA COUNTY GENERAL PLAN AND MADERA COUNTY AIRPORT LAND USE PLAN CONTAIN VARIOUS LAND USE DESIGNATIONS DESIGNED TO ENSURE COMPATIBLE LAND USE IN CLOSE PROXIMITY TO THE AIRPORT.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Title in fee simple to all properties shown on the Exhibit "A", Property Map dated December 15, 2016 and included as Attachment 3.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			0
2. Preliminary expense			0
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			0
5. Other Architectural engineering fees			
6. Project inspection fees			21000
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			581575
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)			602575
15. Estimated Income (if applicable)			0
16. Net Project Amount (Line 14 minus 15)			602575
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			0
18. **Subtotal** (Lines 16 through 17)			602575
19. Federal Share requested of Line 18			572446
20. Grantee share			1506
21. Other shares			28622
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			602575

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a. None	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	1506
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL** - Grantee share	1506
25. Other Shares	**Amount**
a. State	28622
b. Other	
c. **TOTAL** - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	30129

SECTION E – REMARKS
(Attach sheets if additional space is required)

Plans and specifications for this project are incorporated by reference.
The Construction Safety and Phasing Plan (CSPP) for this project is incorporated by reference.
The Construction Management Plan for this project is incorporated by reference.

MADERA MUNICIPAL AIRPORT – MADERA, CALIFORNIA
APPLICATION FOR FEDERAL ASSISTANCE
2025 AIRPORT IMPROVEMENT PROGRAM (AIP) – *CONSTRUCT*
REHABILITATE APRON A2 ALTERNATE 1

PART IV

PROGRAM NARRATIVE

1. ***OBJECTIVES***

An Application for Federal Aviation Administration Airport Improvement Program funds has been prepared for the engineering design and construction of the Rehabilitation of Apron A2 Alternate 1 proposed to be included in the 2025 Airport Improvement Program (AIP) at the Madera Municipal Airport. A description of this project is as follows:

The pavements on Apron A2 serving the corporate hangars in this area are exhibiting significant cracking, which is creating considerable FOD. A Pavement Maintenance Management Plan (PMMP) was completed in 2015 which documented a PCI of 60 for this area. A new PMMP is currently being prepared for the Madera Municipal Airport which indicates a PCI of 40. It is considered important to rehabilitate these pavements as soon as possible so that the surface does not deteriorate further and create further FOD and surface failure.

It is proposed that the Apron A2 rehabilitation will consist of the removal of the existing 3" of asphalt surface course and 1" of aggregate base course, recompaction of the existing aggregate base course, and the placement of 4 inches of new asphalt surface course. Wherever soft, unstable areas are encountered these areas will be over excavated 2 feet for muck, a new geogrid will be placed, and the area will be backfilled with subbase course or AC grindings. New airfield markings will be installed.

This project was bid with a base bid and two additive alternates in order to tailor the final scope of the awarded project to the actual bid prices received and the amount of FAA funds available. An AIG grant application was submitted separately which includes the design of the total project and the construction of the Base Bid only. This AIP grant application will fund the construction of Alternate 1. The entire Alternate 1 is eligible for FAA funding. The attached sketch map shows the scope of this project for the Alternate 1 only (Apron A2 Alternate 1 5,800 Sq. Yd.).

2. ***RESULTS OR BENEFITS EXPECTED***

The rehabilitation of the apron pavements will provide safe and functional apron pavements for operations at the airport, which will have a remaining life so far as deep-seated distress is concerned of 20+ years.

3. ***APPROACH***

a. *Plan of Action* - All airport design conforms to Advisory Circular 150/5300-13B, *Airport Design*. Specifications are being prepared based on Advisory Circular 150/5370-10H, *Standards for Specifying Construction of Airports.* All safety requirements as outlined in Advisory Circular 150/5370-2G, *Operational Safety on Airports During Construction* will be included in the Construction Safety and Phasing Plan prepared for this project.

The engineering will be performed in five phases, as follows:

Construction Management - The Contractor will be required to furnish material submittals for all materials proposed for use on the project, provide all Quality Control Testing and Inspection during the construction of this project, and meet all requirements of the plans and specifications.

The Engineer will provide all Quality Assurance Testing and Inspection, which will include the following:

1) Furnish qualified Resident Engineer to review and monitor all construction activities. Provide all testing and inspection required as included in the quality assurance program including providing technicians and inspectors as required.
2) Provide all testing and inspection required as included in the quality assurance program including providing technicians and inspectors as required.
3) Provide surveying services as required.
4) Provide traffic safety inspectors and Safety Plan implementation.
5) Review and approve all contractor's quality control testing and inspection.

b. *Consultant* – The consultant who will work on the project will be Brandley Engineering. Brandley Engineering will perform the engineering support and construction management for this project.

4. ***GEOGRAPHIC LOCATION***

The rehabilitation of Apron A2 Alternate 1 pavements included in this application will be at the Madera Municipal Airport located in Madera, Madera County, California. The areas to be served will be the City of Madera and areas of Madera County that will be concerned with the airport improvements.

The locations and dimensions of the project are shown on the project sketch included as part of this Program Narrative.

5. ***SPONSOR'S REPRESENTATIVE***

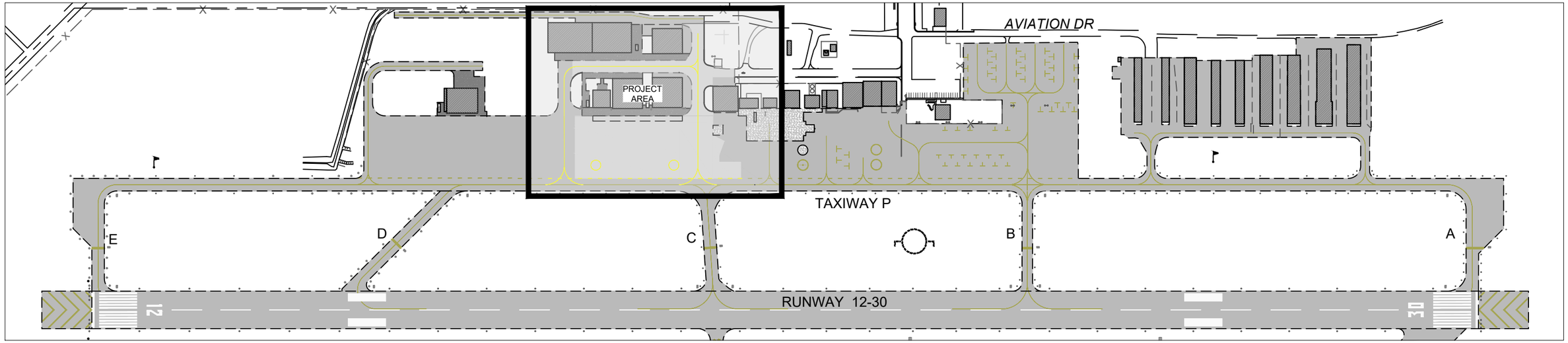
Arnoldo Rodriguez, City Manager, City of Madera, 1030 S. Gateway Drive, Madera, California 93637, Telephone: 559-661-5402,
Email: arodriguez@madera.gov.

David Austin, Administrative Analyst, City of Madera, 1030 S. Gateway Drive, Madera, California 93637, Telephone: 559-662-4951
Email: daustin@madera.gov.

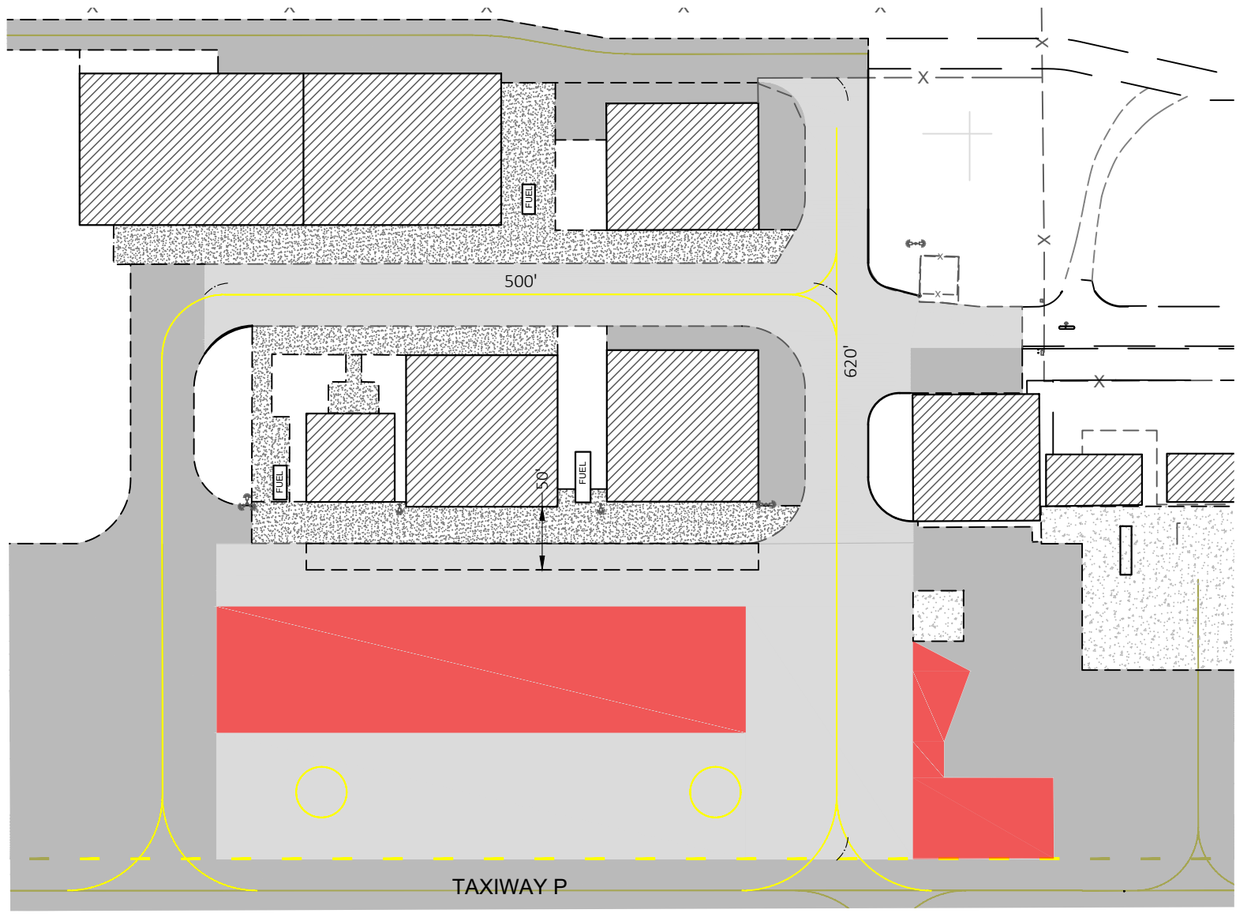
6. ***ATTACHMENTS***

Also included in this application are the following attachments:

- Attachment 1 – Cost Estimates
- Attachment 2 – NEPA Compliance
- Attachment 3 – Exhibit A, Property Map
- Attachment 4 – Standard DOT Title VI Assurances
- Attachment 5 – System for Award Management (SAM)
- Attachment 6 – Sponsor Certifications



VICINITY MAP



LEGEND

REHABILITATE APRON A2 ALTERNATE 1 -FY 25 AIP GRANT
5,800 SQ YDS

N

0 60 120

SCALE: 1"=120'

BRANDLEY ENGINEERING
6125 KING ROAD, SUITE 201 · LOOMIS, CALIFORNIA 95650 · (916) 652-4725

MADERA MUNICIPAL AIRPORT

MADERA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM
PROJECT SKETCH MAP

DATE	6/23/2025
DRAWN	KDC
CHECKED	MSB
PROJECT No.	83.02
FILE	MAE 2025-26 GRANTS
PLATE No.	1

ATTACHMENT 1
COST ESTIMATES

MADERA MUNICIPAL AIRPORT
MADERA, MADERA COUNTY, CALIFORNIA

Cost Estimates of the project are included in this attachment as follows:

Attachment 1A – Construction Costs Based on Bids
Attachment 1B – Breakdown of Engineering Costs
Attachment 1C – Breakdown of Administration Costs
Attachment 1D – Summary of Project Costs

Also included;
Independent Fee Estimate (IFE) for Engineering During Construction Costs

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM(AIP) - CONSTRUCTION

CONSTRUCTION COSTS BASED ON BIDS

Rehabilitate Apron A2 Alternate 1

Item No.	Description	Unit	Quantity	Unit Price	Cost
	ALTERNATE 1				
1-1	Mobilization (C-105)	LS	1.0	$ 50,000.00	$ 50,000
1-2	Muck Excavation (P-152)	Cu Yd	1,400.0	47.00	65,800
1-3	Subbase Course (P-154)	Cu Yd	900.0	56.00	50,400
1-4	Geogrid (P-154)	Sq Yd	2,100.0	9.00	18,900
1-5	In-place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Pulverize, Mix, Excavate, Haul & Stockpile (P-207)	Sq Yd	5,900.0	3.00	17,700
1-6	In-place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Place & Compact as ASB (P-207)	Cu Yd	500.0	41.00	20,500
1-7	In-place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, haul and dispose off site (P-207)	Cu Yd	50.0	36.00	1,800
1-8	Crushed Aggregate Base Course (P-209)	Ton	1,000.0	83.00	83,000
1-9	Scarify and Recompact Existing Aggregate Base Course (P-209)	Sq Yd	5,900.0	2.00	11,800
1-10	Asphalt Mix Pavement Surface Course (P-401)	Ton	1,550.0	166.00	257,300
1-11	Emulsified Asphalt Prime Coat (P-602)	Ton	5.0	500.00	2,500
1-12	Emulsified Asphalt Tack Coat (P-603)	Ton	2.5	750.00	1,875
	Total Alternate 1				***$ 581,575***

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM (AIP) - CONSTRUCTION

BREAKDOWN OF ENGINEERING COSTS

Rehabilitate Apron A2 Alternate 1

Phase 5 - Resident Engineering, Testing, and Inspection

Alternate 1:					
Resident Engineer					
Regular Time	55.0	Hrs. @	$ 190.00	$ 10,450.00	
Overtime	12.0	Hrs. @	285.00	3,420.00	
Apprentice					
Regular Time	10.0	Hrs. @	95.00	950.00	
Overtime	2.5	Hrs. @	142.50	356.25	
Certified Asphalt Testing				3,500.00	
Per Diem	5.0	Days @	208.00	1,040.00	
Vehicle Rental	6.0	Days @	50.00	300.00	
Mileage	396.0	Miles @	0.670	265.32	
Total Resident Engineering - Alternate 1				$ 20,281.57	
Use				$ 21,000.00	
Total Engineering					**21,000.00**

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM (AIP) - CONSTRUCTION

BREAKDOWN OF ADMINISTRATION COSTS

Rehabilitate Apron A2 Alternate 1

Public Works Operations Director	$ -	
Administrative Analyst	-	
Printing, Postage, Advertising, etc.	-	
Total Administration Costs		$ -

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM (AIP) - CONSTRUCTION

Rehabilitate Apron A2 Alternate 1

SUMMARY OF PROJECT COSTS

Construction Cost:			
Base Bid	$ -		
Alternate 1	581,575		
Alternate 2	-		
		$	581,575
Engineering:			
Resident Engineering, Testing, and Inspection - Alternate 1	21,000		
Total Engineering			21,000
Administrative Costs			-
Total Project Costs		$	602,575
F.A.A. Participation		$	572,446
State Participation		$	28,622
Sponsor Participation		$	1,506

May 6, 2025

Mr. Barry Franklin
Program Manager/Civil Engineer
Federal Aviation Administration
Airports District Office
2999 Oak Road, Suite 200
Walnut Creek, CA 94597

Subject: Madera Municipal Airport, Madera, Madera County, California
2025 Airport Infrastructure (AIG) – Construct
Rehabilitation of Apron A2 and Taxilane – Alternate 1
Record of Negotiations

Dear Mr. Franklin:

The City of Madera proposes the construction of the Rehabilitation of Apron A2 and Taxilane Alternate 1 at Madera Municipal Airport, Madera, Madera County, California, under the 2025 Airport Improvement Program (AIP) of the Federal Aviation Administration. It is proposed to utilize the services of Brandley Engineering to provide resident engineering, testing and inspection during the construction of this project. The City of Madera and Brandley Engineering entered into negotiations for the engineering fees related to this project. The consulting firm of Brandley Engineering was selected from those consultants who submitted their qualifications, and the City of Madera entered into an agreement with Brandley Engineering.

An independent fee estimate (IFE) for the engineering design phase of this project was completed in 2023. A separate independent fee estimate (IFE) for the engineering during construction of the base bid of this project was completed in 2025. This independent fee estimate (IFE) covers the construction phase of the Alternate 1 only for the subject project including resident engineering, testing and inspection. This IFE was prepared by Jerry Martinez, City Engineering Project Manager. A copy of this IFE is attached.

A scope of work and fee proposal for the Resident Engineering, Testing and Inspection for the Rehabilitation of Apron A2 and Taxilane Alternate 1 was requested from Brandley Engineering. The consultant has submitted their fee proposal for the Engineering Services in the amount of $21,000. A comparison of the independent fee estimate and Brandley Engineering's fee is shown below.

The Sponsor's Independent Fee Estimate was $32,000, which is 52% over the consultant's fee proposal. Since the IFE is above of the consultant's fee proposal, the Sponsor considers this reasonable and recommends accepting the consultant's fee of $21,000. The analysis was conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14 have been followed.

Very truly yours,

The CITY OF MADERA

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT INFRASTRUCTURE GRANT (AIG) - CONSTRUCTION

CITY OF MADERA INDEPENDENT FEE ESTIMATE

Rehabilitate Apron A2 & Taxilane Estimated Construction Cost $1,239,350 (Alternate 1)

Alternate 1: Construction Management/Resident Engineer (6 additional working days)

Resident Engineer					
Regular Hours	64.0	Hrs. @	$184	$ 11,776.00	
Overtime Hours	10.0	Hrs. @	$270	2,700.00	
Senior Inspector					
Regular Hours	40.0	Hrs. @	$123	4,920.00	
Overtime Hours	10.0	Hrs. @	$225	2,250.00	
Apprentice					
Regular Hours	40.0	Hrs. @	$95	3,800.00	
Overtime Hours	10.0	Hrs. @	$143	1,425.00	
Certified Asphalt Testing Lab		Standard Rates		2,000.00	
Certified Concrete Testing Lab		Standard Rates		1,000.00	
Vehicle Rental	6.0	Days @	$50	300.00	
Mileage	340.0	Miles @	$0.58	197.20	
Per Diem	6.0	Days @	$208	1,248.00	
Total - Construction Management Alternate 1				*$ 31,616.20*	
				Use	$32,000.00

Total Engineering Fee Estimate - Alternates 1 **$ 32,000.00**

ATTACHMENT 2
NEPA COMPLIANCE

MADERA MUNICIPAL AIRPORT
MADERA, MADERA COUNTY, CALIFORNIA

U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
San Francisco Airports District Office

12999 Oak Rd, Suite 200
Walnut Creek, CA 94597

August 3, 2023

Madera Municipal Airport
Sergio Martinez, Administrative Analyst, Airport Manager
1030 S. Gateway Drive
Madera, CA 93637

Subject: Proposed Project Categorical Exclusion at Madera Municipal Airport

Dear Mr. Martinez:

The Federal Aviation Administration (FAA) has reviewed the environmental information you submitted for the Rehabilitate Apron A2 and Taxilane Project at the Madera Municipal Airport (MAE), Madera, California. The enclosed figure highlights the area of the proposed project. The FAA has determined the proposed project is Categorically Excluded pursuant to FAA Order 1050.1F as it relates to the National Environmental Policy Act of 1969, as amended (NEPA). Therefore, no further federal environmental disclosure documentation for the project components is necessary for NEPA purposes.

This letter notifies you that the proposed project has complied with NEPA only. This is not a notice of final project approval of funding availability.

If you have any questions regarding this matter, I am available at 925-546-6441, or by email at Christopher.D.Jones@faa.gov.

Sincerely,

Christopher D. Jones

Christopher D. Jones, Ph.D.
Environmental Protection Specialist

Enclosure



EXHIBIT 1

MADERA MUNICIPAL AIRPORT
Documented Categorical Exclusion

APRON and TAXILANE REHABILITATION

July 2023

ATTACHMENT 3
EXHIBIT "A", PROPERTY MAP

MADERA MUNICIPAL AIRPORT
MADERA, MADERA COUNTY, CALIFORNIA

Exhibit "A" Airport Property Map dated December 15, 2016 is included in this Attachment 1. This Property Map was approved by the FAA along with the Airport Layout Plan set of drawings on August 22, 2017.

LEGEND:

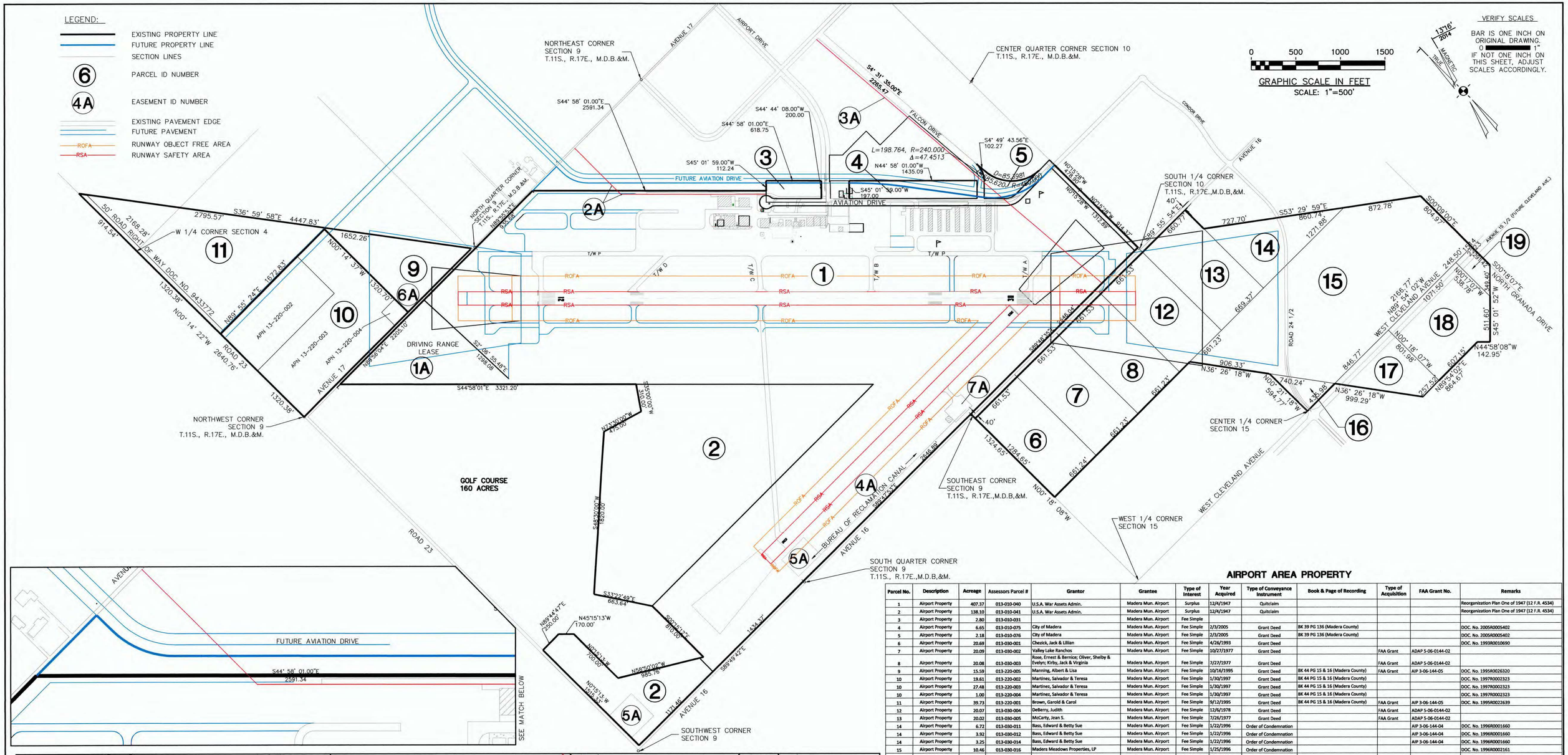
- EXISTING PROPERTY LINE
- FUTURE PROPERTY LINE
- SECTION LINES
- 6 — PARCEL ID NUMBER
- 4A — EASEMENT ID NUMBER
- EXISTING PAVEMENT EDGE
- FUTURE PAVEMENT
- ROFA — RUNWAY OBJECT FREE AREA
- RSA — RUNWAY SAFETY AREA

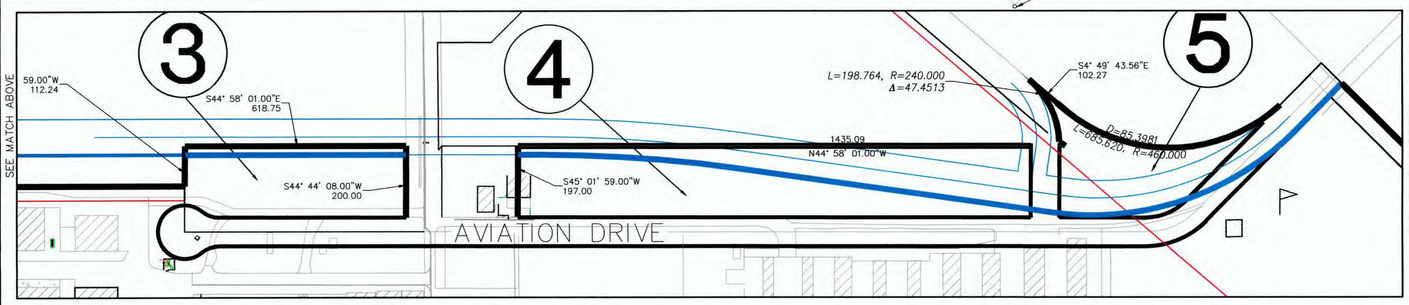
VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

0 500 1000 1500
GRAPHIC SCALE IN FEET
SCALE: 1"=500'

13°16' 2014 MAGNETIC TRUE





AIRPORT AREA PROPERTY

Parcel No.	Description	Acreage	Assessors Parcel #	Grantor	Grantee	Type of Interest	Year Acquired	Type of Conveyance Instrument	Book & Page of Recording	Type of Acquisition	FAA Grant No.	Remarks
1	Airport Property	407.37	013-010-040	U.S.A. War Assets Admin.	Madera Mun. Airport	Surplus	12/4/1947	Quitclaim				Reorganization Plan One of 1947 (12 F.R. 4534)
2	Airport Property	138.10	013-010-041	U.S.A. War Assets Admin.	Madera Mun. Airport	Surplus	12/4/1947	Quitclaim				Reorganization Plan One of 1947 (12 F.R. 4534)
3	Airport Property	2.80	013-010-031		Madera Mun. Airport	Fee Simple						
4	Airport Property	6.65	013-010-075	City of Madera	Madera Mun. Airport	Fee Simple	2/3/2005	Grant Deed	BK 39 PG 136 (Madera County)			DOC. No. 2005R0005402
5	Airport Property	2.18	013-010-076	City of Madera	Madera Mun. Airport	Fee Simple	2/3/2005	Grant Deed	BK 39 PG 136 (Madera County)			DOC. No. 2005R0005402
6	Airport Property	20.69	013-030-001	Chezick, Jack & Lillian	Madera Mun. Airport	Fee Simple	4/26/1993	Grant Deed				DOC. No. 1993R0010690
7	Airport Property	20.09	013-030-002	Valley Lake Ranchos	Madera Mun. Airport	Fee Simple	10/27/1977	Grant Deed		FAA Grant	ADAP 5-06-0144-02	
8	Airport Property	20.08	013-030-003	Rose, Ernest & Bernice; Oliver, Shelby & Evelyn; Kirby, Jack & Virginia	Madera Mun. Airport	Fee Simple	7/27/1977	Grant Deed		FAA Grant	ADAP 5-06-0144-02	
9	Airport Property	15.59	013-220-005	Manning, Albert & Lisa	Madera Mun. Airport	Fee Simple	10/16/1995	Grant Deed	BK 44 PG 15 & 16 (Madera County)	FAA Grant	AIP 3-06-144-05	DOC. No. 1995R0026320
10	Airport Property	19.61	013-220-002	Martinez, Salvador & Teresa	Madera Mun. Airport	Fee Simple	1/30/1997	Grant Deed	BK 44 PG 15 & 16 (Madera County)			DOC. No. 1997R0002323
10	Airport Property	27.48	013-220-003	Martinez, Salvador & Teresa	Madera Mun. Airport	Fee Simple	1/30/1997	Grant Deed	BK 44 PG 15 & 16 (Madera County)			DOC. No. 1997R0002323
10	Airport Property	1.00	013-220-004	Martinez, Salvador & Teresa	Madera Mun. Airport	Fee Simple	1/30/1997	Grant Deed	BK 44 PG 15 & 16 (Madera County)			DOC. No. 1997R0002323
11	Airport Property	39.73	013-220-001	Brown, Garold & Carol	Madera Mun. Airport	Fee Simple	9/12/1995	Grant Deed	BK 44 PG 15 & 16 (Madera County)	FAA Grant	AIP 3-06-144-05	DOC. No. 1995R0022639
12	Airport Property	20.07	013-030-004	DeBerry, Judith	Madera Mun. Airport	Fee Simple	12/6/1978	Grant Deed		FAA Grant	ADAP 5-06-0144-02	
13	Airport Property	20.02	013-030-005	McCarty, Jean S.	Madera Mun. Airport	Fee Simple	7/26/1977	Grant Deed		FAA Grant	ADAP 5-06-0144-02	
14	Airport Property	6.72	013-030-011	Bass, Edward & Betty Sue	Madera Mun. Airport	Fee Simple	1/22/1996	Order of Condemnation			AIP 3-06-144-04	DOC. No. 1996R0001660
14	Airport Property	3.92	013-030-012	Bass, Edward & Betty Sue	Madera Mun. Airport	Fee Simple	1/22/1996	Order of Condemnation			AIP 3-06-144-04	DOC. No. 1996R0001660
14	Airport Property	3.25	013-030-014	Bass, Edward & Betty Sue	Madera Mun. Airport	Fee Simple	1/22/1996	Order of Condemnation			AIP 3-06-144-04	DOC. No. 1996R0001660
15	Airport Property	10.46	013-030-016	Madera Meadows Properties, LP	Madera Mun. Airport	Fee Simple	1/25/1996	Order of Condemnation				DOC. No. 1996R0002161
15	Airport Property	66.89	013-030-017	Madera Meadows Properties, LP	Madera Mun. Airport	Fee Simple	1/25/1996	Order of Condemnation				DOC. No. 1996R0002161
16	Airport Property	2.68	013-030-018	Madera Meadows Properties, LP	Madera Mun. Airport	Fee Simple	3/1/1996	Grant Deed		FAA Grant	AIP 3-06-144-05	DOC. No. 1996R0005512
17	Airport Property	10.13	006-380-017	Berry, David L & Gwendolene	Madera Mun. Airport	Fee Simple	2/8/1996	Grant Deed		FAA Grant	AIP 3-06-144-05	DOC. No. 1996R0003429
18	Airport Property	19.13	006-380-008	Kirby, Walter S Jr. & Arlene	Madera Mun. Airport	Fee Simple	10/26/1994	Grant Deed	BK 781 PG 259 (Madera County)			DOC. No. 1994R0031895
19	Airport Property	2.37	006-380-014	Beban, Anton Tr	Madera Mun. Airport	Fee Simple	12/12/1995	Order of Condemnation				DOC. No. 1995R0032004

AIRPORT LEASE AREA

Parcel No.	Description	Acreage	Assessors Parcel #	Grantor	Grantee	Type of Interest	Year Acquired	Type of Conveyance Instrument	Book & Page of Recording	Type of Acquisition	FAA Grant No.	Remarks
1A	Driving Range			Madera Mun. Airport	City of Madera	Easement						
2A	10' PG&E Easement			City of Madera	PG&E	Easement	5/14/1973		Unrecorded			Unrecorded Easement with City of Madera
3A	20' PG&E Easement			Madera Mun. Airport	PG&E	Easement			BK 661 PG 347			
4A	Canal Easement			Madera Mun. Airport	Bureau of Reclamation	Easement		Declaration of Taking	BK 784 PG 261			100' and 120' Wide Canal Easement
5A	Surface Rights			Madera Mun. Airport	Transamerica Minerals	Surface Rights		Quitclaim	BK 2180 PG 575			BK 2180 PG 575
6A	Canal Easement			Madera Mun. Airport	Bureau of Reclamation	Easement		Declaration of Taking	BK 784 PG 261			50' Wide Canal Easement
7A	Arial Applicator			Madera Mun. Airport		Easement						Aerial Applicator FBO

1. LOCATION OF FUTURE AVIATION DRIVE HAS NOT BEEN FINALIZED. LOCATION OF FUTURE RIGHT OF WAY WILL DETERMINE LOCATION OF FUTURE AIRPORT PROPERTY LINE AND STREET EASEMENT. PARCELS 3, 4 AND 5 LOT LINES WILL BE ADJUSTED OR EASEMENTS ESTABLISHED AT THAT TIME.
2. IDENTITY OF GRANTOR AND TYPE OF CONVEYANCE DOCUMENT INSTRUMENT DATA IS NOT AVAILABLE FOR MANY OF THE PARCELS.

NO.	REVISIONS	BY	APR	DATE

FAA DISCLAIMER

THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICY OF THE FAA. ACCEPTANCE OF THIS PLAN BY THE FAA DOES NOT IN ANY WAY CONSTITUTES A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED THEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.

APPROVED DATE
DAVID RANDALL – PUBLIC WORKS OPERATIONS DIRECTOR

C.E. 8044
Reinard W. Brandley
CONSULTING AIRPORT ENGINEER
6125 King Road, Suite 201 * Loomis, California 95650 * (916) 652-4725

MADERA COUNTY
STATE OF CALIFORNIA

MADERA MUNICIPAL AIRPORT

MADERA, CALIFORNIA

AIRPORT PROPERTY MAP - "EXHIBIT A"

APPROVED DATE
FAA

REGISTERED PROFESSIONAL ENGINEER REINARD W. BRANDLEY No. C 8044 Exp. 12-31-2018 CIVIL STATE OF CALIFORNIA
12-29-16

DATE DEC. 15, 2016

SHEET NUMBER
12 OF 12 SHEETS

ATTACHMENT 4
STANDARD DOT TITLE VI ASSURANCES

MADERA MUNICIPAL AIRPORT
MADERA, MADERA COUNTY, CALIFORNIA

ATTACHMENT NO. 4

STANDARD DOT TITLE VI ASSURANCES

The City of Madera (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods:

(a) The period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED 10.25.25

CITY OF MADERA
(Sponsor)

By _____
Arnoldo Rodriguez, City Manager

STANDARD DOT TITLE VI ASSURANCES 8/29/96

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

ATTACHMENT 5
SYSTEM FOR AWARD MANAGEMENT (SAM)

MADERA MUNICIPAL AIRPORT
MADERA, MADERA COUNTY, CALIFORNIA

SAM.GOV®

CITY OF MADERA

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
GM14DSJ51PR1	**4ANF8**	**Federal Assistance Awards Only**
Registration Status	Expiration Date	
Active Registration	**Nov 8, 2025**	
Physical Address	Mailing Address	
205 W 4TH ST **Madera, California 93637-3527** **United States**	**205 W. 4TH Street** **Madera, California 93637-3527** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
California 13	**(blank) / (blank)**	**www.madera.gov**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Nov 13, 2024	**Nov 8, 2024**	**Jun 6, 2005**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Mar 27, 1907	**Jun 30**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
U.S. Government Entity	**US Local Government**	**(blank)**
Profit Structure		
(blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
City

Other Government Entities

Planning Commission
Airport Authority
Transit Authority

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**4ANF8**

Points of Contact

Electronic Business

Arnoldo Rodriguez, Mr.
205 W. 4TH Street
Madera, California 93637
United States

Marcela Zuniga, Ms.
205 West 4TH Street
Madera, California 93637
United States

Government Business

Arnoldo Rodriguez, Mr.
205 W. 4TH Street
Madera, California 93637
United States

Marcela Zuniga, Grant Administrator
205 West 4TH Street
Madera, California 93637
United States

Past Performance

Marcela Zuniga, Grants Administrator
205 West 4TH Street
Madera, California 93637
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title

Disaster Response

This entity does not appear in the disaster response registry.

ATTACHMENT 6
SPONSOR CERTIFICATIONS

MADERA MUNICIPAL AIRPORT
MADERA, MADERA COUNTY, CALIFORNIA

This attachment consists of the following Sponsor Certifications:
Drug-Free Workplace
Selection of Consultants
Project Plans and Specifications
Equipment and Construction Projects
Construction Project Final Acceptance
Potential Conflicts of Interest

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of Madera

Airport: Madera Municipal Airport

Project Number: AIP 3-06-0144-___-2025

Description of Work: Construct - Rehabilitate Apron A2 Alterante 1

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Madera Municipal Airport
Address: 4020 Aviation Drive, Madera, CA 93637

Location 2 (if applicable)
Name of Location: City of Madera City Offices
Address: 1030 S. Gateway Drive, Madera, CA 93637

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 25th day of June , 2025 .

Name of Sponsor: City of Madera

Name of Sponsor's Authorized Official: Arnoldo Rodriguez

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Madera

Airport: Madera Municipal Airport

Project Number: AIP 3-06-0144-___-2025

Description of Work: Construct - Rehabilitate Apron A2 Alterante 1

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

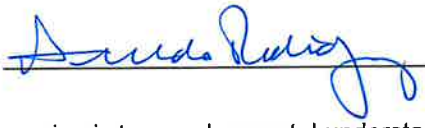
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 25th day of June , 2025 .

Name of Sponsor: City of Madera

Name of Sponsor's Authorized Official: Arnoldo Rodriguez

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: City of Madera

Airport: Madera Municipal Airport

Project Number: AIP 3-06-0144-___-2025

Description of Work: Construct - Rehabilitate Apron A2 Alternate 1

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☒ Yes ☐ No ☐ N/A

5. The specification does not use or will not use “brand name” or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☒ Yes ☐ No ☐ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☐ Yes ☐ No ☒ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 25th day of June , 2025.

Name of Sponsor: City of Madera

Name of Sponsor's Authorized Official: Arnoldo Rodriguez

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor: City of Madera

Airport: Madera Municipal Airport

Project Number: AIP 3-06-0144-___-2025

Description of Work: Construct - Rehabilitate Apron A2 Alternate 1

Application
49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements
Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
   ☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
   a. Technical standards (Advisory Circular (AC) 150/5370-12);
   b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
   c. Construction safety and phasing plan measures (AC 150/5370-2).
   ☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
   ☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

   ☒ Yes ☐ No ☐ N/A

5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:

   a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);

   b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and

   c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

   ☒ Yes ☐ No ☐ N/A

7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

   ☒ Yes ☐ No ☐ N/A

8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:

   a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);

   b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);

   c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and

   d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

   ☒ Yes ☐ No ☐ N/A

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:

   a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);

   b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and

   c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

   ☒ Yes ☐ No ☐ N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

    a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

    b. Complete all environmental requirements as established within the project environmental determination (Oder 5100.38); and

    c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

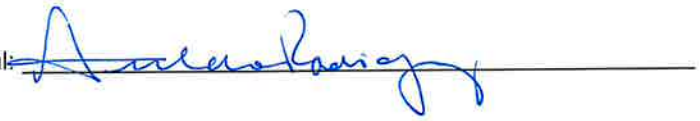
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 25th day of June, 2025.

Name of Sponsor: City of Madera

Name of Sponsor's Authorized Official: Arnoldo Rodriguez

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: City of Madera

Airport: Madera Municipal Airport

Project Number: AIP 3-06-0144-___-2025

Description of Work: Construct - Rehabilitate Apron A2 Alternate 1

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

   ☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

   ☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

   ☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));

   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and

   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;

   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;

   c. Publicly opened at a time and place prescribed in the invitation for bids; and

   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

   ☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;

   b. Plan for publicizing and soliciting an adequate number of qualified sources; and

   c. Listing of evaluation factors along with relative importance of the factors.

   ☒ Yes ☐ No ☐ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

   ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
    a. Only one qualified person/firm submits a responsive bid;
    b. Award is to be made to other than the lowest responsible bidder; and
    c. Life cycle costing is a factor in selecting the lowest responsive bidder.

    ☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:
    a. Access to Records (§ 200.336)
    b. Buy American Preferences (Title 49 U.S.C. § 50101)
    c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
    d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
    e. Occupational Safety and Health Act requirements (20 CFR part 1920)
    f. Seismic Safety – building construction (49 CFR part 41)
    g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
    h. U.S. Trade Restriction (49 CFR part 30)
    i. Veterans Preference (49 USC § 47112(c))

    ☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 contain or will contain the provisions established by:
    a. Davis-Bacon and Related Acts (29 CFR part 5)
    b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

    ☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding $3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

    ☒ Yes ☐ No ☐ N/A

12. All contracts exceeding $10,000 contain or will contain the following provisions as applicable:
    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
    d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

    ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding $25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

    ☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently $250,000) include or will include provisions, as applicable, that address the following:

    a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);

    b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);

    c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);

    d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and

    e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 25th day of June, 2025.

Name of Sponsor: City of Madera

Name of Sponsor's Authorized Official: Arnoldo Rodriguez

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: City of Madera

Airport: Madera Municipal Airport

Project Number: AIP 3-06-0144-___-2025

Description of Work: Construct - Rehabilitate Apron A2 Alternate 1

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting “Yes” represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting “No” represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If “No” is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor’s and sub-recipient’s officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 25th day of June , 2025

Name of Sponsor: City of Madera

Name of Sponsor's Authorized Official: Arnoldo Rodriguez

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: Arnoldo Rodriguez

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Exhibit 1(c): FAA Application for Federal Assistance under AIP grant for Rehabilitation of Apron A2 & Taxilane Alternate 1 & 2

APPLICATION FOR FEDERAL ASSISTANCE

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM (AIP)

DESIGN/CONSTRUCT
REHABILITATE APRON A2 AND TAXILANE ALTERNATE 1 & 2

JUNE 23, 2025

APPLICATION FOR FEDERAL ASSISTANCE

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM (AIP)

DESIGN/CONSTRUCT
REHABILITATE APRON A2 AND TAXILANE – ALTERNATE 1 & 2

The City of Madera has prepared and submits herewith an Application for Federal Assistance for a grant under the Airport Improvement Program (AIP) for the construction of the Rehabilitation of Apron A2 (Alternate 1 & 2) at the Madera Municipal Airport.

This application includes the documents listed in the FY25 AIP Application Checklist, including the FY25 Airport Project Schedule, Standard Form 424, FAA Form 5100-100, Program Narrative (Justification), project sketch, project costs, NEPA Compliance document, Exhibit “A”, Standard DOT Title VI Assurances, SAM certificate, and sponsor certifications.

FY25 AIRPORT PROJECT SCHEDULE - AIRPORT IMPROVEMENT PROGRAM (AIP)
CONSTRUCT PROJECTS

Airport: Madera Municipal Airport, Madera, Madera County, California
Project: Construct - Rehabilitate Apron A2 Alternate 1 & 2

No.	Item	Date		Comments
		SFO ADO Due	Anticipated Submission	
1	Submission of Updated ACIP to SFO-ADO	12/2/24		Submitted 10-21-24
2	Submission NEPA docs for SFO-SDO review by	9/16/24		Submitted 7-24-2023
3	Completion of NEPA no later than	12/31/24		Approved 8-3-23
4	Submission of Pre-Application Checklist to ADO by:	10/31/24		Submitted 10-29-24
5	Submission of SF424 - Preapplication	12/31/24		
6	Preliminary Design at 30% Level (submit as needed)			
7	Design Completed at 60% Level; CSPP submitted			CSPP Approved 4-10-25
8	Sponsor Submits 90% Design Level to ADO by:			
9	Sponsor submits 100% and advertises project by			
10	Sponsor opens Bids, evaluation by	Jan 13-Apr 14, 2025		Bids Received 4-22-2025
11	Final Application with Amount Based on Bids	6/23/25		Submitted 6-23-25

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☐ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☐ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:
MAE - 3-06-0144

5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Madera

*b. Employer/Taxpayer Identification Number (EIN/TIN):
94-6000365

*c. UEI:
GM14DSJ51PR1

d. Address:

*Street 1: 4020 Aviation Drive

Street 2:

*City: Madera

County/Parish: Madera

*State: Province: CA

*Country: USA: United States

*Zip / Postal Code 93637-9227

e. Organizational Unit:

Department Name:
Public Works

Division Name:
Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: David

Middle Name:

*Last Name: Austin

Suffix:

Title: Administrative Analyst

Organizational Affiliation:
Public Works

*Telephone Number: 559-662-4951 Fax Number:

*Email: daustin@madera.gov

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number**:

N/A

*Title:

13. Competition Identification Number:

N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Madera, Madera County, California

***15. Descriptive Title of Applicant's Project**:

AIP - Madera Municipal Airport, Madera, Madera County, California - Construction - Rehabilitate Apron A2 - Alternate 1 & 2 (10,500 sq. yd.)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: CA-013 *b. Program/Project: CA-013

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: *b. End Date:

18. Estimated Funding ($):

*a. Federal	$ 1,048,159
*b. Applicant	$ 2,758
*c. State	$ 52,408
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	
*g. TOTAL	$ 1,103,325

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 06/23/2025.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Arnoldo

Middle Name:

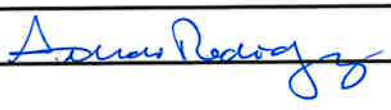
*Last Name: Rodriguez

Suffix:

*Title: City Manager

*Telephone Number: 559-661-5402 Fax Number:

* Email: arodriguez@madera.gov

*Signature of Authorized Representative:  *Date Signed: 6-26-25

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)? ☐ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later? ☐ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events. ☐ Yes ☐ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s). ☐ Yes ☐ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. ☐ Yes ☐ No ☐ N/A

☐ The project is included in an *approved* PFC application.

If included in an approved PFC application,

does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? ☐ Yes ☐ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

THE CITY GENERAL PLAN, CITY SPECIFIC PLAN, AIRPORT MASTER PLAN, MADERA COUNTY GENERAL PLAN AND MADERA COUNTY AIRPORT LAND USE PLAN CONTAIN VARIOUS LAND USE DESIGNATIONS DESIGNED TO ENSURE COMPATIBLE LAND USE IN CLOSE PROXIMITY TO THE AIRPORT.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Title in fee simple to all properties shown on the Exhibit "A", Property Map dated December 15, 2016 and included as Attachment 3.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			0
2. Preliminary expense			0
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			0
5. Other Architectural engineering fees			
6. Project inspection fees			42000
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			1061325
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)			1103325
15. Estimated Income (if applicable)			0
16. Net Project Amount (Line 14 minus 15)			1103325
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			0
18. **Subtotal** (Lines 16 through 17)			1103325
19. Federal Share requested of Line 18			1048159
20. Grantee share			2758
21. Other shares			52408
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			1103325

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a. None	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	2758
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL** - Grantee share	2758
25. Other Shares	**Amount**
a. State	52408
b. Other	
c. **TOTAL** - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	55166

SECTION E – REMARKS

(Attach sheets if additional space is required)

Plans and specifications for this project are incorporated by reference.
The Construction Safety and Phasing Plan (CSPP) for this project is incorporated by reference.
The Construction Management Plan for this project is incorporated by reference.

MADERA MUNICIPAL AIRPORT – MADERA, CALIFORNIA
APPLICATION FOR FEDERAL ASSISTANCE
2025 AIRPORT IMPROVEMENT PROGRAM (AIP) – *CONSTRUCT*
REHABILITATE APRON A2 ALTERNATE 1 & 2

PART IV

PROGRAM NARRATIVE

1. *OBJECTIVES*

An Application for Federal Aviation Administration Airport Improvement Program funds has been prepared for the engineering design and construction of the Rehabilitation of Apron A2 Alternate 1 & 2 proposed to be included in the 2025 Airport Improvement Program (AIP) at the Madera Municipal Airport. A description of this project is as follows:

The pavements on Apron A2 serving the corporate hangars in this area are exhibiting significant cracking, which is creating considerable FOD. A Pavement Maintenance Management Plan (PMMP) was completed in 2015 which documented a PCI of 60 for this area. A new PMMP is currently being prepared for the Madera Municipal Airport which indicates a PCI of 40. It is considered important to rehabilitate these pavements as soon as possible so that the surface does not deteriorate further and create further FOD and surface failure.

It is proposed that the Apron A2 rehabilitation will consist of the removal of the existing 3" of asphalt surface course and 1" of aggregate base course, recompaction of the existing aggregate base course, and the placement of 4 inches of new asphalt surface course. Wherever soft, unstable areas are encountered these areas will be over excavated 2 feet for muck, a new geogrid will be placed, and the area will be backfilled with subbase course or AC grindings. New airfield markings will be installed.

This project was bid with a base bid and two additive alternates in order to tailor the final scope of the awarded project to the actual bid prices received and the amount of FAA funds available. An AIG grant application was submitted separately which includes the design of the total project and the construction of the Base Bid only. This AIP grant application will fund the construction of Alternate 1 & 2. The entire Alternate 1 & 2 is eligible for FAA funding. The attached sketch map shows the scope of this project for the Alternate 1 & 2 only (Apron A2 Alternate 1 & 2 10,500 Sq. Yd.).

2. *RESULTS OR BENEFITS EXPECTED*

The rehabilitation of the apron pavements will provide safe and functional apron pavements for operations at the airport, which will have a remaining life so far as deep-seated distress is concerned of 20+ years.

3. ***APPROACH***

a. *Plan of Action* - All airport design conforms to Advisory Circular 150/5300-13B, *Airport Design*. Specifications are being prepared based on Advisory Circular 150/5370-10H, *Standards for Specifying Construction of Airports.* All safety requirements as outlined in Advisory Circular 150/5370-2G, *Operational Safety on Airports During Construction* will be included in the Construction Safety and Phasing Plan prepared for this project.

The engineering will be performed in five phases, as follows:

Construction Management - The Contractor will be required to furnish material submittals for all materials proposed for use on the project, provide all Quality Control Testing and Inspection during the construction of this project, and meet all requirements of the plans and specifications.

The Engineer will provide all Quality Assurance Testing and Inspection, which will include the following:

1) Furnish qualified Resident Engineer to review and monitor all construction activities. Provide all testing and inspection required as included in the quality assurance program including providing technicians and inspectors as required.
2) Provide all testing and inspection required as included in the quality assurance program including providing technicians and inspectors as required.
3) Provide surveying services as required.
4) Provide traffic safety inspectors and Safety Plan implementation.
5) Review and approve all contractor's quality control testing and inspection.

b. *Consultant* – The consultant who will work on the project will be Brandley Engineering. Brandley Engineering will perform the engineering support and construction management for this project.

4. ***GEOGRAPHIC LOCATION***

The rehabilitation of Apron A2 Alternate 1 & 2 pavements included in this application will be at the Madera Municipal Airport located in Madera, Madera County, California. The areas to be served will be the City of Madera and areas of Madera County that will be concerned with the airport improvements.

The locations and dimensions of the project are shown on the project sketch included as part of this Program Narrative.

5. ***SPONSOR'S REPRESENTATIVE***

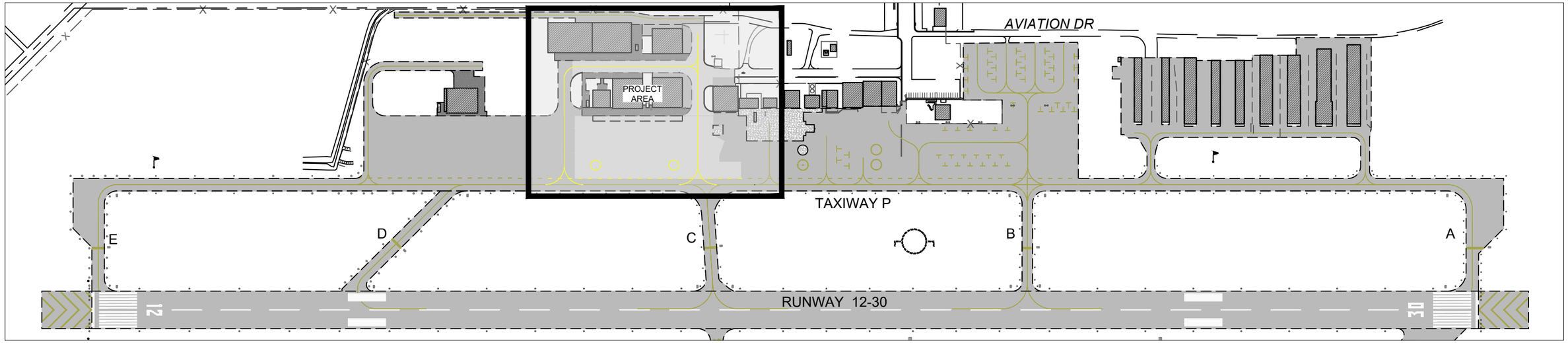
Arnoldo Rodriguez, City Manager, City of Madera, 1030 S. Gateway Drive, Madera, California 93637, Telephone: 559-661-5402,
Email: arodriguez@madera.gov.

David Austin, Administrative Analyst, City of Madera, 1030 S. Gateway Drive, Madera, California 93637, Telephone: 559-662-4951
Email: daustin@madera.gov.

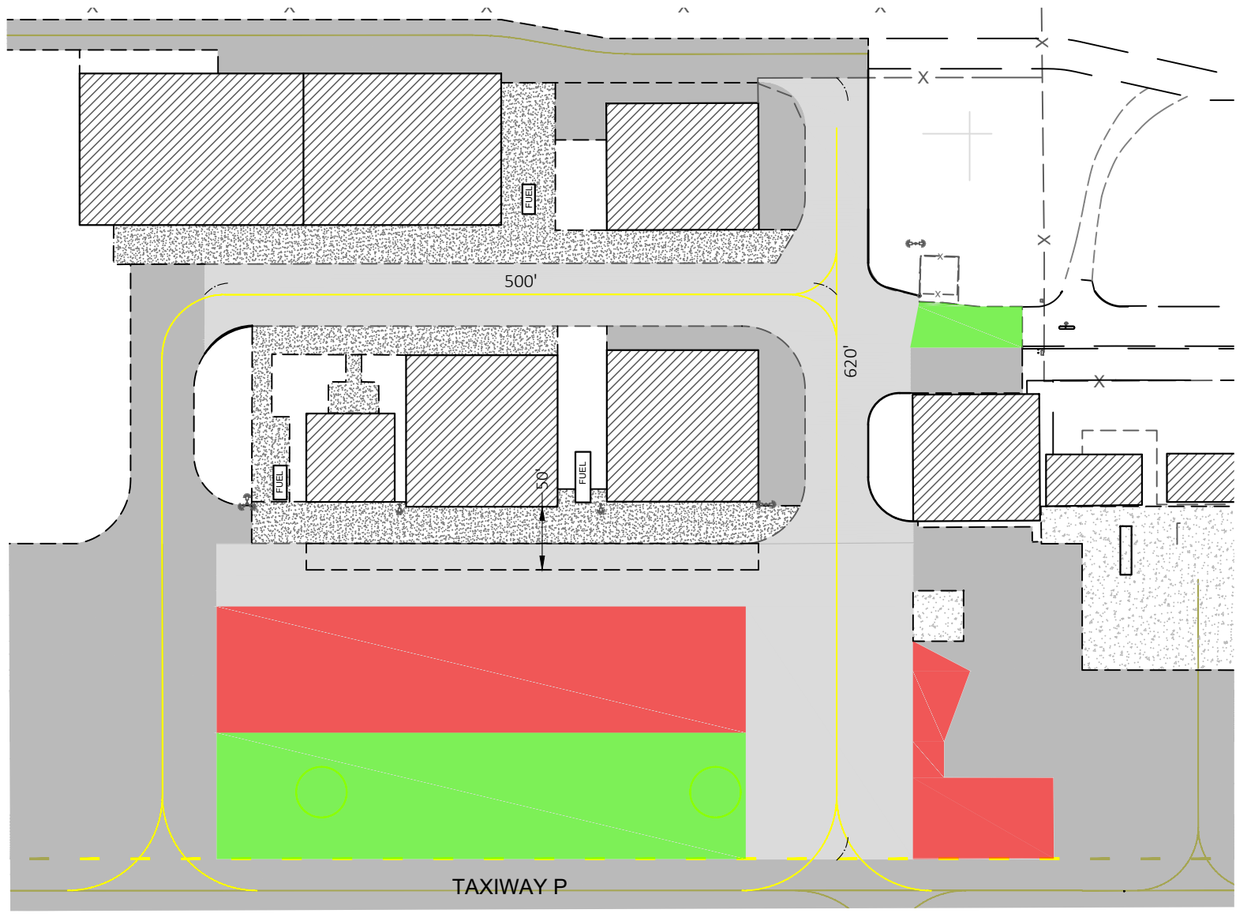
6. ***ATTACHMENTS***

Also included in this application are the following attachments:

- Attachment 1 – Cost Estimates
- Attachment 2 – NEPA Compliance
- Attachment 3 – Exhibit A, Property Map
- Attachment 4 – Standard DOT Title VI Assurances
- Attachment 5 – System for Award Management (SAM)
- Attachment 6 – Sponsor Certifications



VICINITY MAP



LEGEND

- REHABILITATE APRON A2 ALTERNATE 1 -FY 25 AIP GRANT 5,800 SQ YDS
- REHABILITATE APRON A2 ALTERNATE 2 -FY 25 AIP GRANT 4,700 SQ YDS

N

0 60 120

SCALE: 1"=120'

BRANDLEY ENGINEERING

6125 KING ROAD, SUITE 201 · LOOMIS, CALIFORNIA 95650 · (916) 652-4725

MADERA MUNICIPAL AIRPORT

MADERA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM PROJECT SKETCH MAP

DATE	6/23/2025
DRAWN	KDC
CHECKED	MSB
PROJECT No.	83.02
FILE	MAE 2025-26 GRANTS
PLATE No.	1

ATTACHMENT 1
COST ESTIMATES

MADERA MUNICIPAL AIRPORT
MADERA, MADERA COUNTY, CALIFORNIA

Cost Estimates of the project are included in this attachment as follows:

Attachment 1A – Construction Costs Based on Bids
Attachment 1B – Breakdown of Engineering Costs
Attachment 1C – Breakdown of Administration Costs
Attachment 1D – Summary of Project Costs

Also included;
Independent Fee Estimate (IFE) for Engineering During Construction Costs

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT INFRASTRUCTURE GRANT (AIG) - DESIGN/CONSTRUCTION

CONSTRUCTION COSTS BASED ON BIDS

Rehabilitate Apron A2 and Taxilane Base Bid

Item No.	Description	Unit	Quantity	Unit Price	Cost
	ALTERNATE 1				
1-1	Mobilization (C-105)	LS	1.0	$ 50,000.00	$ 50,000
1-2	Muck Excavation (P-152)	Cu Yd	1,400.0	47.00	65,800
1-3	Subbase Course (P-154)	Cu Yd	900.0	56.00	50,400
1-4	Geogrid (P-154)	Sq Yd	2,100.0	9.00	18,900
1-5	In-place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Pulverize, Mix, Excavate, Haul & Stockpile (P-207)	Sq Yd	5,900.0	3.00	17,700
1-6	In-place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Place & Compact as ASB (P-207)	Cu Yd	500.0	41.00	20,500
1-7	In-place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, haul and dispose off site (P-207)	Cu Yd	50.0	36.00	1,800
1-8	Crushed Aggregate Base Course (P-209)	Ton	1,000.0	83.00	83,000
1-9	Scarify and Recompact Existing Aggregate Base Course (P-209)	Sq Yd	5,900.0	2.00	11,800
1-10	Asphalt Mix Pavement Surface Course (P-401)	Ton	1,550.0	166.00	257,300
1-11	Emulsified Asphalt Prime Coat (P-602)	Ton	5.0	500.00	2,500
1-12	Emulsified Asphalt Tack Coat (P-603)	Ton	2.5	750.00	1,875
	Total Alternate 1				***$ 581,575***

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM (AIP) - CONSTRUCTION

CONSTRUCTION COSTS BASED ON BIDS

Rehabilitate Apron A2 Alternate 1 & 2

Item No.	Description	Unit	Quantity	Unit Price	Cost
	ALTERNATE 2				
2-1	Mobilization (C-105)	LS	1.0	40,000.00	$ 40,000
2-2	Muck Excavation (P-152)	Cu Yd	1,100.0	47.00	51,700
2-3	Subbase Course (P-154)	Cu Yd	700.0	63.00	44,100
2-4	Geogrid (P-154)	Sq Yd	1,600.0	9.00	14,400
2-5	In-place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Pulverize, Mix, Excavate, Haul & Stockpile (P-207)	Sq Yd	5,000.0	3.00	15,000
2-6	In-place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Place & Compact as ASB (P-207)	Cu Yd	450.0	41.00	18,450
2-7	In-place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, haul and dispose off site (P-207)	Cu Yd	50.0	40.00	2,000
2-8	Crushed Aggregate Base Course (P-209)	Ton	800.0	80.00	64,000
2-9	Scarify and Recompact Existing Aggregate Base Course (P-209)	Sq Yd	5,000.0	2.00	10,000
2-10	Asphalt Mix Pavement Surface Course (P-401)	Ton	1,300.0	166.00	215,800
2-11	Emulsified Asphalt Prime Coat (P-602)	Ton	4.0	500.00	2,000
2-12	Emulsified Asphalt Tack Coat (P-603)	Ton	2.0	750.00	1,500
2-13	Airfield Marking (P-620)	Sq Ft	130.0	5.00	650
2-14	Reflective Media (P-620)	Lbs	15.0	10.00	150
	Total Alternate 2				***$ 479,750***
	Total Project				***$ 1,061,325***

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM (AIP) - CONSTRUCTION

BREAKDOWN OF ENGINEERING COSTS

Rehabilitate Apron A2 Alternate 1 & 2

Resident Engineering, Testing, and Inspection

Alternate 1:

Resident Engineer					
Regular Time	55.0	Hrs. @	$ 190.00	$	10,450.00
Overtime	12.0	Hrs. @	285.00		3,420.00
Apprentice					
Regular Time	10.0	Hrs. @	95.00		950.00
Overtime	2.5	Hrs. @	142.50		356.25
Certified Asphalt Testing					3,500.00
Per Diem	5.0	Days @	208.00		1,040.00
Vehicle Rental	6.0	Days @	50.00		300.00
Mileage	396.0	Miles @	0.670		265.32
Total Resident Engineering - Alternate 1				$	20,281.57
Use				$	21,000.00

Alternate 2

Resident Engineer					
Regular Time	55.0	Hrs. @	$ 190.00	$	10,450.00
Overtime	12.0	Hrs. @	285.00		3,420.00
Apprentice					
Regular Time	10.0	Hrs. @	95.00		950.00
Overtime	2.5	Hrs. @	142.50		356.25
Certified Asphalt Testing					3,500.00
Per Diem	5.0	Days @	208.00		1,040.00
Vehicle Rental	6.0	Days @	50.00		300.00
Mileage	396.0	Miles @	0.670		265.32
Total Resident Engineering - Alternate 2				$	20,281.57
Use				$	21,000.00
Total Resident Engineering - Alternate 1 & 2					42,000.00
Total Engineering					**$ 42,000.00**

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM (AIP) - CONSTRUCTION

BREAKDOWN OF ADMINISTRATION COSTS

Rehabilitate Apron A2 Alternate 1 & 2

Public Works Operations Director	$ -	
Administrative Analyst	-	
Printing, Postage, Advertising, etc.	-	
Total Administration Costs		$ -

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM (AIP) - CONSTRUCTION

Rehabilitate Apron A2 Alternate 1 & 2

SUMMARY OF PROJECT COSTS

Construction Cost:		
Base Bid	$ -	
Alternate 1	581,575	
Alternate 2	479,750	
		$ 1,061,325
Engineering:		
Resident Engineering, Testing, and Inspection - Alternate 1 & 2	42,000	
Total Engineering		42,000
Administrative Costs		-
Total Project Costs		$ 1,103,325
F.A.A. Participation		$ 1,048,159
State Participation		$ 52,408
Sponsor Participation		$ 2,758

May 6, 2025

Mr. Barry Franklin
Program Manager/Civil Engineer
Federal Aviation Administration
Airports District Office
2999 Oak Road, Suite 200
Walnut Creek, CA 94597

Subject: Madera Municipal Airport, Madera, Madera County, California
2025 Airport Infrastructure (AIG) – Construct
Rehabilitation of Apron A2 and Taxilane – Alternate 1 and 2
Record of Negotiations

Dear Mr. Franklin:

The City of Madera proposes the construction of the Rehabilitation of Apron A2 and Taxilane Alternate 1 and 2 at Madera Municipal Airport, Madera, Madera County, California, under the 2025 Airport Improvement Program (AIP) of the Federal Aviation Administration. It is proposed to utilize the services of Brandley Engineering to provide resident engineering, testing and inspection during the construction of this project. The City of Madera and Brandley Engineering entered into negotiations for the engineering fees related to this project. The consulting firm of Brandley Engineering was selected from those consultants who submitted their qualifications, and the City of Madera entered into an agreement with Brandley Engineering.

An independent fee estimate (IFE) for the engineering design phase of this project was completed in 2023. A separate independent fee estimate (IFE) for the engineering during construction of the base bid of this project was completed in 2025. This independent fee estimate (IFE) covers the construction phase of the Alternate 1 and 2 for the subject project including resident engineering, testing and inspection. This IFE was prepared by Jerry Martinez, City Engineering Project Manager. A copy of this IFE is attached.

A scope of work and fee proposal for the Resident Engineering, Testing and Inspection for the Rehabilitation of Apron A2 and Taxilane Alternate 1 and 2 was requested from Brandley Engineering. The consultant has submitted their fee proposal for the Engineering Services in the amount of $42,000. A comparison of the independent fee estimate and Brandley Engineering's fee is shown below.

The Sponsor's Independent Fee Estimate was $64,000, which is 52% over the consultant's fee proposal. Since the IFE is above of the consultant's fee proposal, the Sponsor considers this reasonable and recommends accepting the consultant's fee of $42,000. The analysis was conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14 have been followed.

Very truly yours,

The CITY OF MADERA

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT INFRASTRUCTURE GRANT (AIG) - CONSTRUCTION

CITY OF MADERA INDEPENDENT FEE ESTIMATE
Rehabilitate Apron A2 & Taxilane Estimated Construction Cost $1,239,350 (Alternate 1 & 2)

Alternate 1: Construction Management/Resident Engineer (6 additional working days)

Resident Engineer					
Regular Hours	64.0	Hrs. @	$184	$	11,776.00
Overtime Hours	10.0	Hrs. @	$270		2,700.00
Senior Inspector					
Regular Hours	40.0	Hrs. @	$123		4,920.00
Overtime Hours	10.0	Hrs. @	$225		2,250.00
Apprentice					
Regular Hours	40.0	Hrs. @	$95		3,800.00
Overtime Hours	10.0	Hrs. @	$143		1,425.00
Certified Asphalt Testing Lab			Standard Rates		2,000.00
Certified Concrete Testing Lab			Standard Rates		1,000.00
Vehicle Rental	6.0	Days @	$50		300.00
Mileage	340.0	Miles @	$0.58		197.20
Per Diem	6.0	Days @	$208		1,248.00
Total - Construction Management Alternate 1				*$*	*31,616.20*
				Use	$32,000.00

Alternate 2: Construction Management/Resident Engineer (6 additional working days)

Resident Engineer					
Regular Hours	64.0	Hrs. @	$184	$	11,776.00
Overtime Hours	10.0	Hrs. @	$270		2,700.00
Senior Inspector					
Regular Hours	40.0	Hrs. @	$123		4,920.00
Overtime Hours	10.0	Hrs. @	$225		2,250.00
Apprentice					
Regular Hours	40.0	Hrs. @	$95		3,800.00
Overtime Hours	10.0	Hrs. @	$143		1,425.00
Certified Asphalt Testing Lab			Standard Rates		2,000.00
Certified Concrete Testing Lab			Standard Rates		1,000.00
Vehicle Rental	6.0	Days @	$50		300.00
Mileage	340.0	Miles @	$0.58		197.20
Per Diem	6.0	Days @	$208		1,248.00
Total - Construction Management Alternate 2				*$*	*31,616.20*
				Use	$32,000.00
Total Engineering Fee Estimate - Alternates 1 & 2					**$ 64,000.00**

ATTACHMENT 2
NEPA COMPLIANCE

MADERA MUNICIPAL AIRPORT
MADERA, MADERA COUNTY, CALIFORNIA

U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
San Francisco Airports District Office

12999 Oak Rd, Suite 200
Walnut Creek, CA 94597

August 3, 2023

Madera Municipal Airport
Sergio Martinez, Administrative Analyst, Airport Manager
1030 S. Gateway Drive
Madera, CA 93637

Subject: Proposed Project Categorical Exclusion at Madera Municipal Airport

Dear Mr. Martinez:

The Federal Aviation Administration (FAA) has reviewed the environmental information you submitted for the Rehabilitate Apron A2 and Taxilane Project at the Madera Municipal Airport (MAE), Madera, California. The enclosed figure highlights the area of the proposed project. The FAA has determined the proposed project is Categorically Excluded pursuant to FAA Order 1050.1F as it relates to the National Environmental Policy Act of 1969, as amended (NEPA). Therefore, no further federal environmental disclosure documentation for the project components is necessary for NEPA purposes.

This letter notifies you that the proposed project has complied with NEPA only. This is not a notice of final project approval of funding availability.

If you have any questions regarding this matter, I am available at 925-546-6441, or by email at Christopher.D.Jones@faa.gov.

Sincerely,

Christopher D. Jones

Christopher D. Jones, Ph.D.
Environmental Protection Specialist

Enclosure



EXHIBIT 1

MADERA MUNICIPAL AIRPORT
Documented Categorical Exclusion

APRON and TAXILANE REHABILITATION

July 2023

ATTACHMENT 3
EXHIBIT "A", PROPERTY MAP

MADERA MUNICIPAL AIRPORT
MADERA, MADERA COUNTY, CALIFORNIA

Exhibit "A" Airport Property Map dated December 15, 2016 is included in this Attachment 1. This Property Map was approved by the FAA along with the Airport Layout Plan set of drawings on August 22, 2017.

LEGEND:

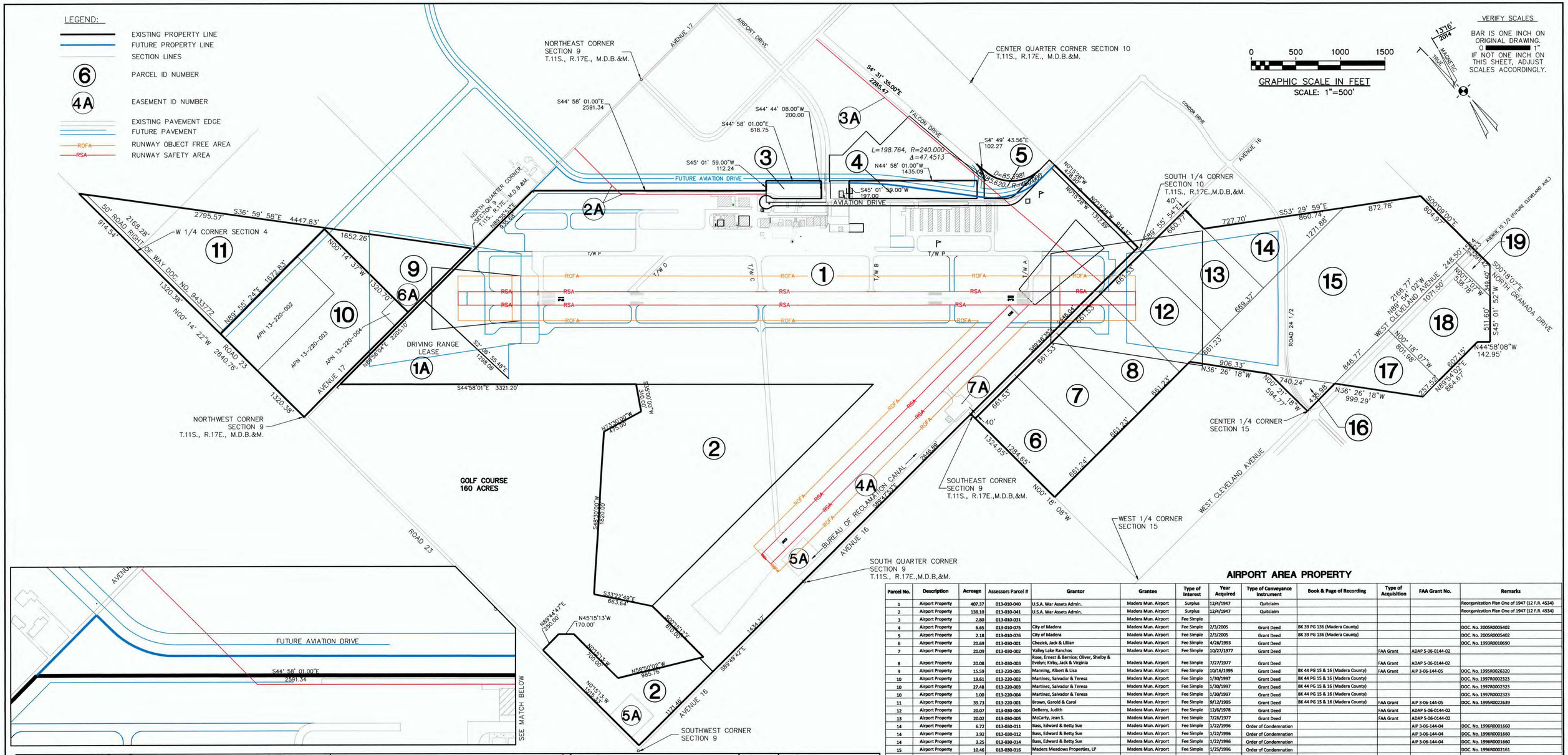
- EXISTING PROPERTY LINE
- FUTURE PROPERTY LINE
- SECTION LINES
- 6 — PARCEL ID NUMBER
- 4A — EASEMENT ID NUMBER
- EXISTING PAVEMENT EDGE
- FUTURE PAVEMENT
- ROFA — RUNWAY OBJECT FREE AREA
- RSA — RUNWAY SAFETY AREA

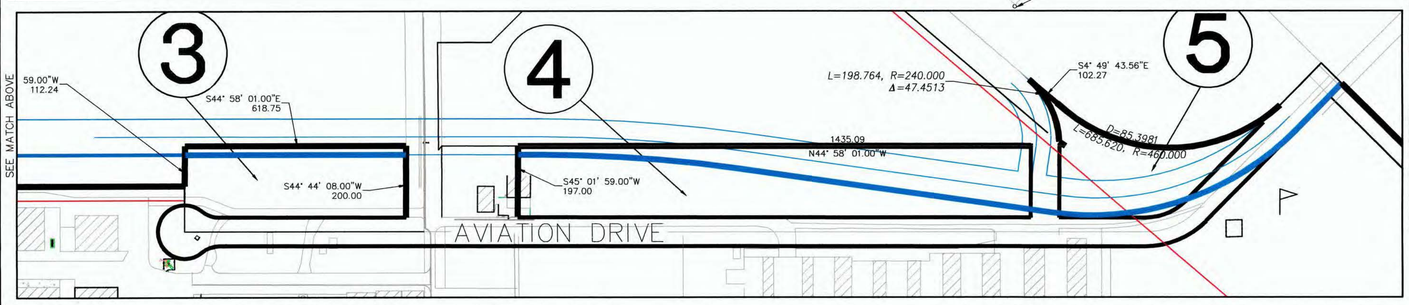
VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

0 500 1000 1500
GRAPHIC SCALE IN FEET
SCALE: 1"=500'

13°16' 2014 MAGNETIC TRUE





AIRPORT AREA PROPERTY

Parcel No.	Description	Acreage	Assessors Parcel #	Grantor	Grantee	Type of Interest	Year Acquired	Type of Conveyance Instrument	Book & Page of Recording	Type of Acquisition	FAA Grant No.	Remarks
1	Airport Property	407.37	013-010-040	U.S.A. War Assets Admin.	Madera Mun. Airport	Surplus	12/4/1947	Quitclaim				Reorganization Plan One of 1947 (12 F.R. 4534)
2	Airport Property	138.10	013-010-041	U.S.A. War Assets Admin.	Madera Mun. Airport	Surplus	12/4/1947	Quitclaim				Reorganization Plan One of 1947 (12 F.R. 4534)
3	Airport Property	2.80	013-010-031		Madera Mun. Airport	Fee Simple						
4	Airport Property	6.65	013-010-075	City of Madera	Madera Mun. Airport	Fee Simple	2/3/2005	Grant Deed	BK 39 PG 136 (Madera County)			DOC. No. 2005R0005402
5	Airport Property	2.18	013-010-076	City of Madera	Madera Mun. Airport	Fee Simple	2/3/2005	Grant Deed	BK 39 PG 136 (Madera County)			DOC. No. 2005R0005402
6	Airport Property	20.69	013-030-001	Chezick, Jack & Lillian	Madera Mun. Airport	Fee Simple	4/26/1993	Grant Deed				DOC. No. 1993R0010690
7	Airport Property	20.09	013-030-002	Valley Lake Ranchos	Madera Mun. Airport	Fee Simple	10/27/1977	Grant Deed		FAA Grant	ADAP 5-06-0144-02	
8	Airport Property	20.08	013-030-003	Rose, Ernest & Bernice; Oliver, Shelby & Evelyn; Kirby, Jack & Virginia	Madera Mun. Airport	Fee Simple	7/27/1977	Grant Deed		FAA Grant	ADAP 5-06-0144-02	
9	Airport Property	15.59	013-220-005	Manning, Albert & Lisa	Madera Mun. Airport	Fee Simple	10/16/1995	Grant Deed	BK 44 PG 15 & 16 (Madera County)	FAA Grant	AIP 3-06-144-05	DOC. No. 1995R0026320
10	Airport Property	19.61	013-220-002	Martinez, Salvador & Teresa	Madera Mun. Airport	Fee Simple	1/30/1997	Grant Deed	BK 44 PG 15 & 16 (Madera County)			DOC. No. 1997R0002323
10	Airport Property	27.48	013-220-003	Martinez, Salvador & Teresa	Madera Mun. Airport	Fee Simple	1/30/1997	Grant Deed	BK 44 PG 15 & 16 (Madera County)			DOC. No. 1997R0002323
10	Airport Property	1.00	013-220-004	Martinez, Salvador & Teresa	Madera Mun. Airport	Fee Simple	1/30/1997	Grant Deed	BK 44 PG 15 & 16 (Madera County)			DOC. No. 1997R0002323
11	Airport Property	39.73	013-220-001	Brown, Garold & Carol	Madera Mun. Airport	Fee Simple	9/12/1995	Grant Deed	BK 44 PG 15 & 16 (Madera County)	FAA Grant	AIP 3-06-144-05	DOC. No. 1995R0022639
12	Airport Property	20.07	013-030-004	DeBerry, Judith	Madera Mun. Airport	Fee Simple	12/6/1978	Grant Deed		FAA Grant	ADAP 5-06-0144-02	
13	Airport Property	20.02	013-030-005	McCarty, Jean S.	Madera Mun. Airport	Fee Simple	7/26/1977	Grant Deed		FAA Grant	ADAP 5-06-0144-02	
14	Airport Property	6.72	013-030-011	Bass, Edward & Betty Sue	Madera Mun. Airport	Fee Simple	1/22/1996	Order of Condemnation			AIP 3-06-144-04	DOC. No. 1996R0001660
14	Airport Property	3.92	013-030-012	Bass, Edward & Betty Sue	Madera Mun. Airport	Fee Simple	1/22/1996	Order of Condemnation			AIP 3-06-144-04	DOC. No. 1996R0001660
14	Airport Property	3.25	013-030-014	Bass, Edward & Betty Sue	Madera Mun. Airport	Fee Simple	1/22/1996	Order of Condemnation			AIP 3-06-144-04	DOC. No. 1996R0001660
15	Airport Property	10.46	013-030-016	Madera Meadows Properties, LP	Madera Mun. Airport	Fee Simple	1/25/1996	Order of Condemnation				DOC. No. 1996R0002161
15	Airport Property	66.89	013-030-017	Madera Meadows Properties, LP	Madera Mun. Airport	Fee Simple	1/25/1996	Order of Condemnation				DOC. No. 1996R0002161
16	Airport Property	2.68	013-030-018	Madera Meadows Properties, LP	Madera Mun. Airport	Fee Simple	3/1/1996	Grant Deed		FAA Grant	AIP 3-06-144-05	DOC. No. 1996R0005512
17	Airport Property	10.13	006-380-017	Berry, David L & Gwendolene	Madera Mun. Airport	Fee Simple	2/8/1996	Grant Deed		FAA Grant	AIP 3-06-144-05	DOC. No. 1996R0003429
18	Airport Property	19.13	006-380-008	Kirby, Walter S Jr. & Arlene	Madera Mun. Airport	Fee Simple	10/26/1994	Grant Deed	BK 781 PG 259 (Madera County)			DOC. No. 1994R0031895
19	Airport Property	2.37	006-380-014	Beban, Anton Tr	Madera Mun. Airport	Fee Simple	12/12/1995	Order of Condemnation				DOC. No. 1995R0032004

AIRPORT LEASE AREA

Parcel No.	Description	Acreage	Assessors Parcel #	Grantor	Grantee	Type of Interest	Year Acquired	Type of Conveyance Instrument	Book & Page of Recording	Type of Acquisition	FAA Grant No.	Remarks
1A	Driving Range			Madera Mun. Airport	City of Madera	Easement						
2A	10' PG&E Easement			City of Madera	PG&E	Easement	5/14/1973		Unrecorded			Unrecorded Easement with City of Madera
3A	20' PG&E Easement			Madera Mun. Airport	PG&E	Easement			BK 661 PG 347			
4A	Canal Easement			Madera Mun. Airport	Bureau of Reclamation	Easement		Declaration of Taking	BK 784 PG 261			100' and 120' Wide Canal Easement
5A	Surface Rights			Madera Mun. Airport	Transamerica Minerals	Surface Rights		Quitclaim	BK 2180 PG 575			BK 2180 PG 575
6A	Canal Easement			Madera Mun. Airport	Bureau of Reclamation	Easement		Declaration of Taking	BK 784 PG 261			50' Wide Canal Easement
7A	Arial Applicator			Madera Mun. Airport		Easement						Aerial Applicator FBO

1. LOCATION OF FUTURE AVIATION DRIVE HAS NOT BEEN FINALIZED. LOCATION OF FUTURE RIGHT OF WAY WILL DETERMINE LOCATION OF FUTURE AIRPORT PROPERTY LINE AND STREET EASEMENT. PARCELS 3, 4 AND 5 LOT LINES WILL BE ADJUSTED OR EASEMENTS ESTABLISHED AT THAT TIME.
2. IDENTITY OF GRANTOR AND TYPE OF CONVEYANCE DOCUMENT INSTRUMENT DATA IS NOT AVAILABLE FOR MANY OF THE PARCELS.

NO.	REVISIONS	BY	APR	DATE

FAA DISCLAIMER

THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICY OF THE FAA. ACCEPTANCE OF THIS PLAN BY THE FAA DOES NOT IN ANY WAY CONSTITUTES A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED THEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.

APPROVED DATE
DAVID RANDALL – PUBLIC WORKS OPERATIONS DIRECTOR

C.E. 8044
Reinard W. Brandley
CONSULTING AIRPORT ENGINEER
6125 King Road, Suite 201 * Loomis, California 95650 * (916) 652-4725

MADERA COUNTY
STATE OF CALIFORNIA

MADERA MUNICIPAL AIRPORT

MADERA, CALIFORNIA

AIRPORT PROPERTY MAP - "EXHIBIT A"

APPROVED DATE
FAA

REGISTERED PROFESSIONAL ENGINEER REINARD W. BRANDLEY No. C 8044 Exp. 12-31-2018 CIVIL STATE OF CALIFORNIA
12-29-16

DATE DEC. 15, 2016

SHEET NUMBER
12 OF 12 SHEETS

ATTACHMENT 4
STANDARD DOT TITLE VI ASSURANCES

MADERA MUNICIPAL AIRPORT
MADERA, MADERA COUNTY, CALIFORNIA

ATTACHMENT NO. 4

STANDARD DOT TITLE VI ASSURANCES

The City of Madera (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods:

(a) The period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED 6.26.25

CITY OF MADERA
(Sponsor)

By _____
Arnoldo Rodriguez, City Manager

STANDARD DOT TITLE VI ASSURANCES 8/29/96

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

ATTACHMENT 5
SYSTEM FOR AWARD MANAGEMENT (SAM)

MADERA MUNICIPAL AIRPORT
MADERA, MADERA COUNTY, CALIFORNIA

SAM.GOV®

CITY OF MADERA

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
GM14DSJ51PR1	**4ANF8**	**Federal Assistance Awards Only**
Registration Status	Expiration Date	
Active Registration	**Nov 8, 2025**	
Physical Address	Mailing Address	
205 W 4TH ST **Madera, California 93637-3527** **United States**	**205 W. 4TH Street** **Madera, California 93637-3527** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
California 13	**(blank) / (blank)**	**www.madera.gov**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Nov 13, 2024	**Nov 8, 2024**	**Jun 6, 2005**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Mar 27, 1907	**Jun 30**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
U.S. Government Entity	**US Local Government**	**(blank)**
Profit Structure		
(blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
City

Other Government Entities

Planning Commission
Airport Authority
Transit Authority

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**4ANF8**

Points of Contact

Electronic Business

Arnoldo Rodriguez, Mr.
205 W. 4TH Street
Madera, California 93637
United States

Marcela Zuniga, Ms.
205 West 4TH Street
Madera, California 93637
United States

Government Business

Arnoldo Rodriguez, Mr.
205 W. 4TH Street
Madera, California 93637
United States

Marcela Zuniga, Grant Administrator
205 West 4TH Street
Madera, California 93637
United States

Past Performance

Marcela Zuniga, Grants Administrator
205 West 4TH Street
Madera, California 93637
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title

Disaster Response

This entity does not appear in the disaster response registry.

ATTACHMENT 6
SPONSOR CERTIFICATIONS

MADERA MUNICIPAL AIRPORT
MADERA, MADERA COUNTY, CALIFORNIA

This attachment consists of the following Sponsor Certifications:
Drug-Free Workplace
Selection of Consultants
Project Plans and Specifications
Equipment and Construction Projects
Construction Project Final Acceptance
Potential Conflicts of Interest

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of Madera

Airport: Madera Municipal Airport

Project Number: AIP 3-06-0144-___-2025

Description of Work: Construct - Rehabilitate Apron A2 Alterante 1 & 2

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Madera Municipal Airport
Address: 4020 Aviation Drive, Madera, CA 93637

Location 2 (if applicable)
Name of Location: City of Madera City Offices
Address: 1030 S. Gateway Drive, Madera, CA 93637

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 26th day of June , 2025 .

Name of Sponsor: City of Madera

Name of Sponsor's Authorized Official: Arnoldo Rodriguez

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: Arnoldo Rodriguez

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Madera

Airport: Madera Municipal Airport

Project Number: AIP 3-06-0144-___-2025

Description of Work: Construct - Rehabilitate Apron A2 Alterante 1 & 2

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 26th day of June, 2025.

Name of Sponsor: City of Madera

Name of Sponsor's Authorized Official: Arnoldo Rodriguez

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: Arnoldo Rodriguez

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: City of Madera

Airport: Madera Municipal Airport

Project Number: AIP 3-06-0144-___-2025

Description of Work: Construct - Rehabilitate Apron A2 Alternate 1 & 2

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☒ Yes ☐ No ☐ N/A

5. The specification does not use or will not use “brand name” or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☒ Yes ☐ No ☐ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☐ Yes ☐ No ☒ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 26th day of June, 2025.

Name of Sponsor: City of Madera

Name of Sponsor's Authorized Official: Arnoldo Rodriguez

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: Arnoldo Rodriguez

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor: City of Madera

Airport: Madera Municipal Airport

Project Number: AIP 3-06-0144-___-2025

Description of Work: Construct - Rehabilitate Apron A2 Alternate 1 & 2

Application
49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements
Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
   ☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
   a. Technical standards (Advisory Circular (AC) 150/5370-12);
   b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
   c. Construction safety and phasing plan measures (AC 150/5370-2).
   ☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
   ☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

   ☒ Yes ☐ No ☐ N/A

5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:

   a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);

   b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and

   c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

   ☒ Yes ☐ No ☐ N/A

7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

   ☒ Yes ☐ No ☐ N/A

8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:

   a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);

   b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);

   c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and

   d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

   ☒ Yes ☐ No ☐ N/A

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:

   a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);

   b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and

   c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

   ☒ Yes ☐ No ☐ N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

    a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

    b. Complete all environmental requirements as established within the project environmental determination (Oder 5100.38); and

    c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 26th day of June , 2025 .

Name of Sponsor: City of Madera

Name of Sponsor's Authorized Official: Arnoldo Rodriguez

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: Arnoldo Rodriguez

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: City of Madera

Airport: Madera Municipal Airport

Project Number: AIP 3-06-0144-___-2025

Description of Work: Construct - Rehabilitate Apron A2 Alternate 1 & 2

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

   ☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

   ☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

   ☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));

   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and

   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;

   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;

   c. Publicly opened at a time and place prescribed in the invitation for bids; and

   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

   ☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;

   b. Plan for publicizing and soliciting an adequate number of qualified sources; and

   c. Listing of evaluation factors along with relative importance of the factors.

   ☒ Yes ☐ No ☐ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

   ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
    a. Only one qualified person/firm submits a responsive bid;
    b. Award is to be made to other than the lowest responsible bidder; and
    c. Life cycle costing is a factor in selecting the lowest responsive bidder.

    ☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:
    a. Access to Records (§ 200.336)
    b. Buy American Preferences (Title 49 U.S.C. § 50101)
    c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
    d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
    e. Occupational Safety and Health Act requirements (20 CFR part 1920)
    f. Seismic Safety – building construction (49 CFR part 41)
    g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
    h. U.S. Trade Restriction (49 CFR part 30)
    i. Veterans Preference (49 USC § 47112(c))

    ☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 contain or will contain the provisions established by:
    a. Davis-Bacon and Related Acts (29 CFR part 5)
    b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

    ☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding $3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

    ☒ Yes ☐ No ☐ N/A

12. All contracts exceeding $10,000 contain or will contain the following provisions as applicable:
    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
    d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

    ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding $25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

    ☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently $250,000) include or will include provisions, as applicable, that address the following:

    a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);

    b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);

    c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);

    d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and

    e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 26th day of June, 2025.

Name of Sponsor: City of Madera

Name of Sponsor's Authorized Official: Arnoldo Rodriguez

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: City of Madera

Airport: Madera Municipal Airport

Project Number: AIP 3-06-0144-___-2025

Description of Work: Construct - Rehabilitate Apron A2 Alternate 1 & 2

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting “Yes” represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting “No” represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If “No” is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor’s and sub-recipient’s officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 26th day of June, 2025.

Name of Sponsor: City of Madera

Name of Sponsor's Authorized Official: Arnoldo Rodriguez

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Exhibit 1(d): FAA Application for Federal Assistance under AIP grant for Airport Layout Plan Narrative with Updated ALP Drawing

APPLICATION FOR FEDERAL ASSISTANCE

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM –

AIRPORT LAYOUT PLAN NARRATIVE WITH UPDATED ALP DRAWINGS

AIRPORT GEOSPATIAL INFORMATION SYSTEM (AGIS) WITH OBSTRUCTION MITIGATION PLAN

April 22, 2025

APPLICATION FOR FEDERAL ASSISTANCE

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM –

AIRPORT LAYOUT PLAN NARRATIVE WITH
UPDATED ALP DRAWINGS

AIRPORT GEOSPATIAL INFORMATION SYSTEM (AGIS)
WITH OBSTRUCTION MITIGATION PLAN

The City of Madera has prepared and submits herewith an Application for Federal Assistance for a grant under the Airport Improvement Program for an Airport Layout Plan Narrative with Updated Airport Layout Plan Drawings including an Airport Geospatial Information System (AGIS) with Obstruction Mitigation Plan for the Madera Municipal Airport.

This application includes the documents listed in the FY25 AIP Application Checklist, including the FY24 Airport Project Schedule, Standard Form 424, FAA Form 5100-101, Program Narrative (Justification), project costs, Exhibit “A”, Standard DOT Title VI Assurances, SAM certificate, and sponsor certifications.

FY25 AIRPORT PROJECT SCHEDULE
AIRPORT LAYOUT PLAN UPDATE

Airport: Madera Municipal Airport, Madera, California - ALP Update with AGIS with Obstruction Mitigation Plan

No.	Item	Date		Comments
		SFO ADO Due	Anticipated Submission	
1	Submission of Updated ACIP to SFO-ADO	12/2/24		Submitted 10-21-24
2	Submission of Pre-Application Checklist to ADO by:	10/21/24		Submitted 10-29-24
3	Submission of SF424 - Preapplication	12/31/24		Submitted 12-4-24
4	Sponsor Submits IFE & Negotiated Fees for any Engineering Costs		2/1/24	Sumbitted 4-22-25
5	Final Application	5/1/25	3/1/24	Submitted 4-22-25

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☐ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☐ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:
MAE - 3-06-0144

5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Madera

*b. Employer/Taxpayer Identification Number (EIN/TIN):
94-6000365

*c. UEI:
GM14DSJ51PR1

d. Address:

*Street 1: 4020 Aviation Drive

Street 2:

*City: Madera

County/Parish: Madera

*State: Province: CA

*Country: USA: United States

*Zip / Postal Code 93637-9227

e. Organizational Unit:

Department Name:
Public Works

Division Name:
Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: David

Middle Name:

*Last Name: Austin

Suffix:

Title: Administrative Analyst

Organizational Affiliation:
Public Works

*Telephone Number: 559-662-4951 Fax Number:

*Email: daustin@madera.gov

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number**:

N/A

*Title:

13. Competition Identification Number:

N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Madera, Madera County, California

***15. Descriptive Title of Applicant's Project**:

Madera Municipal Airport, Madera, Madera County, California - Airport Layout Plan Narrative with Updated Airport Layout Plan Drawings including an Airport Geospatial Information System (AGIS) with Obstruction Mitigation Plan

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: CA-013 *b. Program/Project: CA-013

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 07/01/2025 *b. End Date: 06/30/2027

18. Estimated Funding ($):

*a. Federal	345230
*b. Applicant	909
*c. State	17261
*d. Local	0
*e. Other	0
*f. Program Income	0
*g. TOTAL	363400

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 12/04/2024 .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☐ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Arnoldo

Middle Name:

*Last Name: Rodriguez

Suffix:

*Title: City Manager

*Telephone Number: 559-661-5402 Fax Number:

* Email: arodriguez@madera.gov

*Signature of Authorized Representative:  *Date Signed: 4/24/25

Application for Federal Assistance (Planning Projects)

Part II – Project Approval Information

Section A – Statutory Requirements

The term "Sponsor" refers to the applicant name as provided in box 8 of the associated SF-424 form.

Item 1

Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?

☐ Yes ☐ No

Item 2

Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?

☐ Yes ☐ No ☐ N/A

Item 3

Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.

☐ Yes ☐ No ☐ N/A

Item 4

Is the project covered by another Federal assistance program? If yes, please identify other funding sources by the Catalog of Federal Domestic Assistance (CFDA) number.

☐ Yes ☐ No ☐ N/A

CFDA: _____

Item 5

Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?

☐ Yes ☐ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414

☐ Negotiated Rate equal to ____% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII)

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

Section B – Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Part III – Budget Information

Section A – Budget Summary

Grant Program (a)	Federal Catalog No (b)	New or Revised Budget		
		Federal (c)	Non-Federal (d)	Total (e)
1. Airport Improvement Program	20-106	$ 345230	$ 18170	$ 363400
2.				
3. TOTALS		$ 345230	$ 18170	$ 363400

Section B – Budget Categories (All Grant Programs)

4. Object Class Categories	Airport Improvement Program (1)		Other Program (2)		Total
	Amount	Adjustment + or (-) Amount (Use only for revisions)	Amount	Adjustment + or (-) Amount (Use only for revisions)	
a. Administrative expense	$ 15000	$	$	$	$ 15000
b. Airport Planning	339600				339600
c. Environmental Planning	8800				8800
d. Noise Compatibility Planning	0				0
e. Subtotal	363400				363400
f. Program Income	0				0
g. TOTALS (line e minus line f)	$ 363400	$	$	$	$ 363400

Section C – Non-Federal Resources

Grant Program (a)	Applicant (b)	State (c)	Other Sources (d)	Total (e)
5. Airport Improvement Program	$ 909	$ 17261	$ 0	$ 18170
6.				
7. TOTALS	$ 909	$ 17261	$ 0	$ 18170

Section D – Forecasted Cash Needs

Source of funds	Total for Project	1st Year	2nd Year	3rd Year	4th Year
8. Federal	$ 345230	$ 207138	$ 138092	$	$
9. Non-Federal	18170	10902	7268		
10. TOTAL	$ 363400	$ 218040	$ 145360	$	$

Section E – Other Budget Information

11. Other Remarks: (attach sheets if necessary)

MADERA MUNICIPAL AIRPORT – MADERA, CALIFORNIA
APPLICATION FOR FEDERAL ASSISTANCE
2025 AIRPORT IMPROVEMENT PROGRAM –
AIRPORT LAYOUT PLAN NARRATIVE WITH UPDATED ALP DRAWINGS
AIRPORT GEOSPATIAL INFORMATION SYSTEM (AGIS) SURVEY

PART IV
PROGRAM NARRATIVE

1. ***OBJECTIVES***

An Application for Federal Aviation Administration Airport Improvement Program funds has been prepared for an Airport Layout Plan Narrative with Updated ALP Drawings and Airport Geospatial Information System (AGIS) Survey with Obstruction Mitigation Plan proposed to be included in the 2025 Airport Improvement Program at the Madera Municipal Airport. The studies include the following:

The City of Madera owns and operates Madera Municipal Airport located in Madera, California. The most recent Airport Layout Plan for Madera Municipal Airport was competed in 2017. It is proposed in this project to perform a complete Airport Layout Plan Narrative with Updated Airport Layout Plan Drawings to guide possible future airport development while considering potential environmental and socioeconomic issues. The existing Airport Layout Plan will be evaluated, and additions and modifications made as necessary.

The updated Airport Layout Plan will be prepared to accommodate all forecast traffic and to meet FAA requirements. Special attention will be given to the following:

- Accurate Forecasting and determination of critical aircraft
- Compliance with FAA standards
- Evaluation of runway width and options to justify maintaining as much runway width as possible including evaluation of visibility minimums
- Addressing non-standard cross taxiway configurations including angled taxiways and taxiways that provide direct access from hangars and aprons to the runway
- Providing adequate facilities to accommodate future growth
- Tee Hangar and corporate hangar expansions

This Airport Layout Plan will consist of all items set forth in FAA Advisory Circular 150/5070-6B, *Airport Master Plans,* including public involvement, environmental considerations including a cultural resource survey, a detailed inventory of existing facilities, aviation forecasts, facility requirements based on demand/capacity evaluation, development and evaluation of possible alternatives, detailed Airport Layout Plans, facility implementation plan, and financial feasibility analysis. The plan will also conform to SOP 2.0, *Standard Procedure for FAA Review and Approval of Airport Layout Plans.*

The purpose of this study is to prepare a comprehensive Airport Layout Plan Narrative with Updated Airport Layout Plan Drawings to provide appropriate criteria and guidelines for future short-term, mid-term, and long-term development of the airport so as to satisfy aviation demands that are compatible with community development.

As part of this Airport Layout Plan Update, FAA has requested that an Airport Geospatial Information System (AGIS) survey be conducted to support the Airspace Analysis for approach and departure procedures into Runway Approach 12-30, along with the development of an Obstruction Mitigation Plan. Madera Municipal Airport currently does not have any AGIS survey information.

DBE Goal Calculation – FAA requires airports to have a current DBE program if they receive $250,000 or more in AIP funding during a Federal fiscal year. Each DBE program is valid for 3 years. Madera Municipal Airport's DBE program covers FY 22-24 and requires an update. This will include update of the Disadvantaged Business Enterprise (DBE) Program and preparation of a goal calculation as required by 49 CFR Part 26. This will be included in the engineering scope under the proposed grant.

2. ***RESULTS OR BENEFITS EXPECTED***

The Airport Layout Plan Narrative with Updated Airport Layout Plan Drawings will provide the City of Madera and the region with guidance for future potential development of the Madera Municipal Airport that supports its long-term goals as established by the City of Madera. The plan will present a definitive strategy for airport development with detailed facility requirements, development costs, and suggested programs for financing project costs. This study will be the result of full consideration of the environment and compatibility with adjacent areas and communities, of City and County master plans, as well as the California Aviation Plan and National Airport System Plan.

The survey information collected during the AGIS survey will be utilized to assist in the development of an Obstruction Mitigation Plan as well as approach and departure procedures for Runway 12/30 at the Madera Municipal Airport. Building elevations will also be provided to support the development of the Airport Layout Plan.

3. ***APPROACH***

a. *Plan of Action:* The airport study work program will conform to the phases and elements of work as described in FAA Advisory Circular 150/5070-6, *Airport Master Plans,* latest edition, and will be prepared to meet all requirements of SOP 2.0, *Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs).* The Airport Property Map, Exhibit "A", will conform to all requirements of SOP 3.0, *Standard Operating Procedure (SOP) for FAA Review of Exhibit "A" Airport Property Inventory Maps.* Data presented will conform to all criteria contained in FAA Advisory Circular 150/5300-13B, *Airport Design*. Appropriate data and recommendations from area-wide planning agencies and the California Department of Transportation, Division of Aeronautics, will be utilized and evaluated in this study. This study will include:

1. Project Scoping/Pre-Planning – Meetings will be held with the City and FAA to analyze the required scope of the project, identify the airport development issues to be addressed in the study, determine scheduling of the study, and establish the required deliverables.

2. DBE Goal Calculation - FAA requires airports to have a current DBE program if they receive $250,000 or more in AIP funding during a Federal fiscal year. Each DBE program is valid for 3 years. Madera Municipal Airport's DBE program covers FY 22-24 and requires an update. This will include update of the Disadvantaged Business Enterprise (DBE) Program and preparation of a goal calculation as required by 49 CFR Part 26.

3. Inventory – Evaluate existing airport conditions including surrounding community and the Airport's roles in support its community. An inventory will be made of existing airport facilities, features, and services provided including airfield facilities, building facilities, airspace, lighting and NAVAIDs, services available (fuel, AWOS, etc.), access, utilities, and security.

4. Aviation Forecast/Critical Aircraft - It is vital during the initial stages of an ALP Update that the airport forecast and critical aircraft be determined in order to establish the existing and future operational demands on the airport and the Runway Design Code (RDC). This step requires careful coordination with the Airport and Airport users to gather as much available data as possible. Careful early FAA coordination is necessary to ensure a smooth and efficient FAA approval of the critical aircraft.

5. Environmental and Wildlife Hazard Management – A portion of the Airport Layout Plan Narrative will be dedicated to Environmental and Wildlife Hazard Management considerations, a cultural resources records search, to consider future development to a practical plan that minimizes the environmental complications for future projects.

6. AGIS Survey and Obstruction Mitigation Plans - The AGIS Surveys will be prepared by Woolpert, Inc., in accordance with FAA Advisory Circulars 150/5300-16A, -17C and -18B. Woolpert, Inc., will be engaged to provide the complete AGIS surveys for this project. Woolpert is a well-known and experienced survey firm and is approved by FAA for AGIS surveys. A detailed scope of services and plan of action for this project has been obtained from Woolpert and is included as Exhibit A to this Narrative.

   Also included will be the development of an Obstruction Mitigation Plan that lays out planned mitigation for all identified obstructions.

7. Facility Requirements Analysis – An evaluation will be made of the Airport's ability of existing features identified in the Inventory to meet the current and future demands based on the Aviation Forecasts.

8. Alternatives Development and Evaluation - Brandley Engineering will work with the City of Madera to develop and evaluate various alternatives to address each "action item" identified in the "Facility Requirements Analysis". Potential solutions to the "action items" such as a taxiway extension, tee hangar development, apron expansion, access roads, parking lots, and navigational aids will be defined. Several different concept layouts will be presented with an accompanying cost/benefit analysis of each. One alternative analysis will include an evaluation of the feasibility to reduce visibility minimums on Runway 12-30. This will involve evaluation of flight procedures by Flight Tech and a scope of work is included as Exhibit B to this narrative.

9. Airport Layout Plan Set – The Airport Layout Plan set of drawings will be designed and drafted to meet all FAA requirements as included in the FAA Standard Operating Procedure (SOP) 2.0, *Checklist of Review and Approval of Airport Layout Plans*, and will include the following drawings:

   - ✓ Cover Sheet
   - ✓ Existing Airport Layout Plan showing existing facilities.
   - ✓ Future Airport Layout Plan showing existing facilities, short-term proposed development, and ultimate development for the airport. The forecasts developed for operations and based aircraft will be used to develop this Airport Layout Plan. This plan will be updated to reflect the need to accommodate the forecast traffic indicated.
   - ✓ Data Tables including the wind rose, runway data tables, runway end data tables, and airport data tables. This information will provide the dimensional details of items shown on the Airport Layout Plan.
   - ✓ Terminal Area Layout Plan showing a large-scale plan of the terminal area facilities
   - ✓ Airport Airspace Drawing. This drawing will depict the critical surfaces for this airport as defined by FAR Part 77 and as they relate to existing topography. This plan will also show the areas where existing ground penetrates the Part 77 imaginary surfaces.
   - ✓ Inner Portion of Approach Surface Drawing. This drawing will show the plan/profile of the approaches to Runway 8 and Runway 26 for existing conditions and will show all items that penetrate the imaginary surface (vegetation, buildings, utilities, etc.).

- ✓ Airport Land Use Compatibility Plan. This drawing depicts a large scale view of the airport and surrounding area and the various recommended land uses for each area.
- ✓ Airport Property Map/Exhibit A showing the airport property boundary, the various tracts of land that were acquired to develop the airport, and the method of acquisition.

10. Development Summary - Brandley Engineering will work with the City of Madera to prioritize and phase the proposed development to meet the Airport's short-, medium- and long-term needs and goals. Cost estimates will be prepared for each proposed project. A realistic future project schedule and timeline will be created with careful consideration of local and FAA financial constraints.

11. Narrative Report – The comprehensive Narrative Report will include details of each of the steps listed above and will provide the City of Madera with a well justified and realistic plan for development of the Airport to improve the Airport's usability and importance in the local community.

12. FAA and City Coordination - FAA & City coordination will be required at various steps throughout the development of the ALP and Narrative report to ensure FAA acceptance of the methodology and proposed development. This will include several zoom meetings to present various ALP related issues or development proposals, discuss proposed non-standard mitigation measures, the proposed development plan and negotiate FAA approval of the forecasts and ALP development plan.

b. *Consultant* The engineering consultant who will prepare the Airport Layout Plan Narrative and Updated ALP Drawings will be Brandley Engineering. Woolpert, Inc. will provide the AGIS Surveys. Flight Tech will assist with the Visibility Minimum Reduction feasibility study. Acorn Environmental will assist with the environmental chapter of the narrative report.

4. ***GEOGRAPHIC LOCATION***

The project included in this Application will be at the Madera Municipal Airport located in Madera, Madera County, California. The areas to be served will be the City of Madera and areas of Madera County that will be concerned with the airport improvements.

5. ***SPONSOR'S REPRESENTATIVES***

David Austin, Administrative Analyst, City of Madera/Madera Municipal Airport, 1030 S. Gateway Drive, Madera, California 93637, Telephone: 559-662-4951,
Email: daustin@madera.gov.

Arnoldo Rodriguez, City Manager, City of Madera, 205 W. 4th Street, Madera, California 93637, Telephone: 559-661-5402, Email: arodriguez@madera.gov.

6. ***ATTACHMENTS***

Also included in this Application are the following attachments:

- Attachment 1 – Cost Estimates
- Attachment 2 – Exhibit A, Property Map
- Attachment 3 – Standard DOT Title VI Assurances
- Attachment 4 – System for Award Management (SAM)
- Attachment 5 – Sponsor Certifications

EXHIBIT A

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL

October 3, 2024

R. Damon Brandley, P.E.
Brandley Engineering, Inc.
6125 King Road Suite 201
Loomis, CA 95650

RE: Aerial Photography and Surveying Services at Madera Municipal Airport (Madera, CA) - MAE

Dear Damon,

Thank you for the opportunity to provide you with our proposal for Geospatial Services at Madera Municipal Airport. Herewith is our SOW for your review. If there is anything you would like to discuss further on this project please do not hesitate to reach out.

Thank you again, and we look forward to working with you on this project.

Sincerely,

Woolpert, Inc.
Justin Ness, PLS
Aviation Geospatial/Survey/AGIS Practice Manger
Senior Associate

Enclosure: Scope of Work dated October 3, 2024

Woolpert, Inc.
12200 NW Ambassador Drive, Suite 610
Kansas City, MO 64163
816.895.9188

SCOPE OF WORK
FOR
Madera Municipal Airport (MAE)
Madera, California
Aeronautical Survey to Support AGIS Obstruction, ALP Updating

Woolpert will complete an aeronautical survey and airspace analysis to support the development of an Airport Layout Plan. This survey will follow the standards for an aeronautical survey and submission to the FAA Airports GIS (AGIS) through the FAAs Airport Data and Information Portal (ADIP) as outlined in the following guidance:

- FAA Advisory Circular 150/5300-16B, *General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey.*
- FAA Advisory Circular 150/5300-17C, *Standards for Using Remote Sensing Technologies in Airport Surveys.*
- FAA Advisory Circular 150/5300-18B, *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards.*

This project will consist of completing an aeronautical survey and data collection project following the ***Airport Layout Plan*** Column from Table 2-1 of the FAA AC -18B, a Vertically Guided Runway airspace analysis for all existing runways, as well as FAR Part 77 approach and departure surface analysis for each runway. In addition, Woolpert will analyze the PAPI OCS/LSCS Surfaces for each appropriate runway, truncated to the extents of the VG surface area.

The specific task and task details are as follows:

1.0 Aeronautical Survey Data Collection and Obstruction analysis for AC 150/5300-18B, Vertically Guided Approach Obstruction Identification Surfaces

Woolpert will collect and submit the necessary data for an airspace analysis based on existing airfield conditions. All necessary existing data will be submitted through the Airport Data and Information Portal (ADIP) as required by the aforementioned Advisory Circulars (AC). The following items will be performed as a part of this survey:

- Initiate and complete an AGIS Project within the Airport Data and Information Portal (ADIP). A Safety-Critical Data Collection, Not Including Design Data survey project will be created.
  - Develop and submit the Project SOW
  - Develop and submit an Imagery Plan
  - Develop and submit a Survey and Quality Control Plan
- Prepare Airport Manager/Operator interviews
- Establish or validate airport Geodetic Control. It is assumed that the existing PACS and SACS at the airfield are in good condition and can be verified. If it is determined the PACS and SACS are lost and/or disturbed, Temporary Survey Marks (TSMs) will be established in accordance with -16B and utilized as the basis of control for this project.

  - Perform, document, and report the tie to National Spatial Reference System (NSRS)
  - Document control features requiring digital photographs
  - Document control features requiring sketches
- Establish photogrammetric control and collect stereo imagery covering the surface area defined by the **-18B Vertically guided (VG)** surfaces, **FAR Part 77** approach and departure surfaces, and the **PAPI OCS/LSCS** surfaces, as shown in *Exhibit No. 1.*
  - Estimated 18 control points and 5 check points.
  - Collect imagery with a 6" ground sample distance (GSD), flight layout will be provided.
  - Collected with leaf-on conditions.
- Geo-referencing of aerial photography
- Perform or validate and document an airport airspace analysis based on existing airfield conditions for objects penetrating the Vertically Guided surfaces.
  - Woolpert will request existing obstacle data from the FAA for review of the OIS. As a value-added service, Woolpert will validate and update existing obstacles within 5nm of the Runway as necessary to reduce the number of duplicated obstacles within the FAA obstacle database.
  - Woolpert will collect objects penetrating the OIS using the Object Density Selection Criteria (ODSC) as specified in Section 2.7.1.6 of FAA AC 150/5300-18B.
- Field verify a sampling of critical existing obstacle data currently in the FAA Obstacle Authoratative Source
- Survey, monument, and document runway critical points (ends, thresholds, blast pads, stopways)
  - Determine runway length and width, existing elements
  - Determine runway profile on all runways using 50-foot stations, existing elements (10-foot stations and 10-foot offset left and right for all Part 139 airports)
  - Determine the touchdown zone elevation, existing elements
  - Determine the runway true azimuth, existing and future element
  - Document runway critical features requiring digital photographs
  - Document runway critical features requiring sketches
- Determine or validate and document the position of navigational aids (NAVAID) and runway abeam points, existing elements.
  - Document NAVAID features requiring digital photographs
  - Document NAVAID critical features requiring sketches
- Collect major landmark features within imagery coverage.
- Populate calculable and required attributes.
- Develop an AGIS-compliant data file containing the safety critical data required to achieve instrument approach procedure development.
- Prepare a 6" pixel resolution ortho-rectified aerial photo from collected imagery covering the full extent of the OIS or covering the extent identified in *Exhibit No. 3*
- Develop and submit a final project report
- Develop and submit an imagery acquisition report

2.0 Planimetric Mapping, Contours and Ortho-Rectified Aerial Photo

Woolpert will Complete 1"=100' scale airport planimetric mapping and 2-foot contour interval DEM of the area shown in *Exhibit No. 2*.

- Mapping will include features required for standard Airport Layout Plan (ALP) base mapping, as shown in *Exhibit No. 4*.
- Airport planimetric mapping will be delivered in AutoCAD format

3.0 Obstruction Analysis for Part 77, AC-13B Approach Surfaces and PAPI OCS/LSCS.

Woolpert will complete additional analysis covering the FAR Part 77 and AC-150/5300-13B surfaces Approach Surfaces, and PAPI OCS/LSCS surfaces for each runway, as applicable. The following surfaces will be analyzed for obstacles using the imagery collected as part of task item 1.0. The analysis will be compiled and delivered in AutoCAD format and incorporated into the ALP. Groups of trees or heavily wooded areas that are obstructions will be represented with polyline boundaries depicting the extent of the surface penetration.

- Woolpert will collect objects penetrating these surfaces using the Object Density Selection Criteria (ODSC) as specified in Section 2.7.1.6 of FAA AC 150/5300-18B.
- Representative tree top elevations will also be reported within each area.

Obstacle analysis will be completed to show potential obstacles that penetrate the approach surfaces to account for future vegetation growth.

Woolpert will develop and deliver a Microsoft Excel file containing information to all Obstacles that were collected that penetrate the Obstruction Identification Surfaces

- This spreadsheet will contain Northing, Easting, Elevation, Penetration
- Depth, Station, and Offset information

Runway 12 - Existing

- Part 77 Non-Precision Type C (34:1)
- FAA AC-150/5300-13B Type 5 Approach Surface (20:1)
- FAA AC-150/5300-13B Type 5 Approach Surface (34:1)
- FAA AC-150/5300-13B Type 6 Approach Surface (30:1)
- VGSI OCS/LSCS-PAPI (2-box) analysis will be truncated to the extent of the 18B Vertically Guided Surface/Imagery Limits, effectively 4 miles.

Runway 30 - Existing

- Part 77 Non-Precision Type C (34:1)
- FAA AC-150/5300-13B Type 5 Approach Surface (20:1)
- FAA AC-150/5300-13B Type 5 Approach Surface (34:1)
- FAA AC-150/5300-13B Type 6 Approach Surface (30:1)
- VGSI OCS/LSCS-PAPI (2-box) analysis will be truncated to the extent of the 18B Vertically Guided Surface/Imagery Limits, effectively 4 miles.

Areas of terrain that penetrate the specified OIS surface shall be contoured at 2-foot intervals.

Spot elevations will be provided on a 200' grid inside the specified Part 77 approach surface

- ✈ This grid will not be provided in obscured areas
- ✈ Areas of ground penetration will be captured at a 100 foot grid interval
- ✈ The outline of the limits of the ground penetrating the OIS surface is to be identified

All railroad and road centerlines will have a spot elevation where they cross the extended runway centerline and the exterior limits of the OIS surfaces.

The Part 77 Imaginary Surfaces shall show 50 foot interval contours which are labeled.

Delivery Schedule

Woolpert will deliver the final deliverables for this project no later than 180 calendar days from the date of a notice to proceed or the ability to acquire leaf-on imagery, if NTP is issued during leaf-off season. It is assumed that the notice to proceed is received in a timely manner to facility collection of imagery during leaf-on conditions. A formal project delivery schedule will be compiled based on project needs and negotiated prior to starting this project.

Fee Breakdown

The fee breakdown shown in the following table is based on Lump Sum progress billing. These fees are valid for acquisition in 2026. If this project is delayed beyond 2026, additional fees may be required to cover escalation of costs.

Fee Breakdown – Lump Sum	
Task Description	**Fee**
1.0 – Aeronautical Survey and AGIS Data Submittal	$62,275
2.0 – Planimetric Mapping, Contours, Ortho-Photo	$26,357
3.0 – Part 77/AC-13B/PAPI OCS and LSCS Analysis	$11,250
Lump Sum Fee Total	**$99,882**

Exhibit No. 1
Surface Analysis AOI and ALP Mapping Imagery Limits

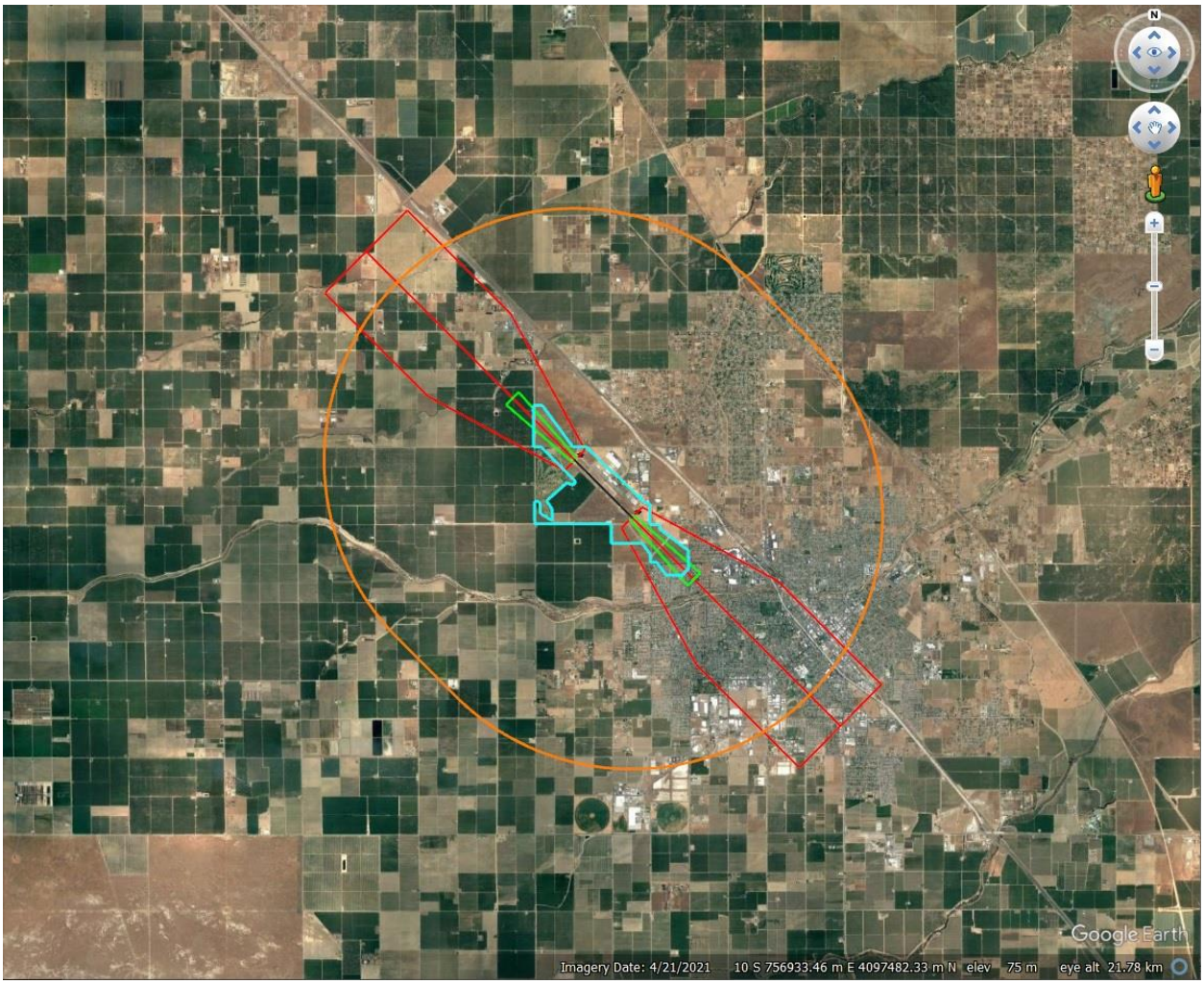


Exhibit No. 2
Planimetric Mapping Limits

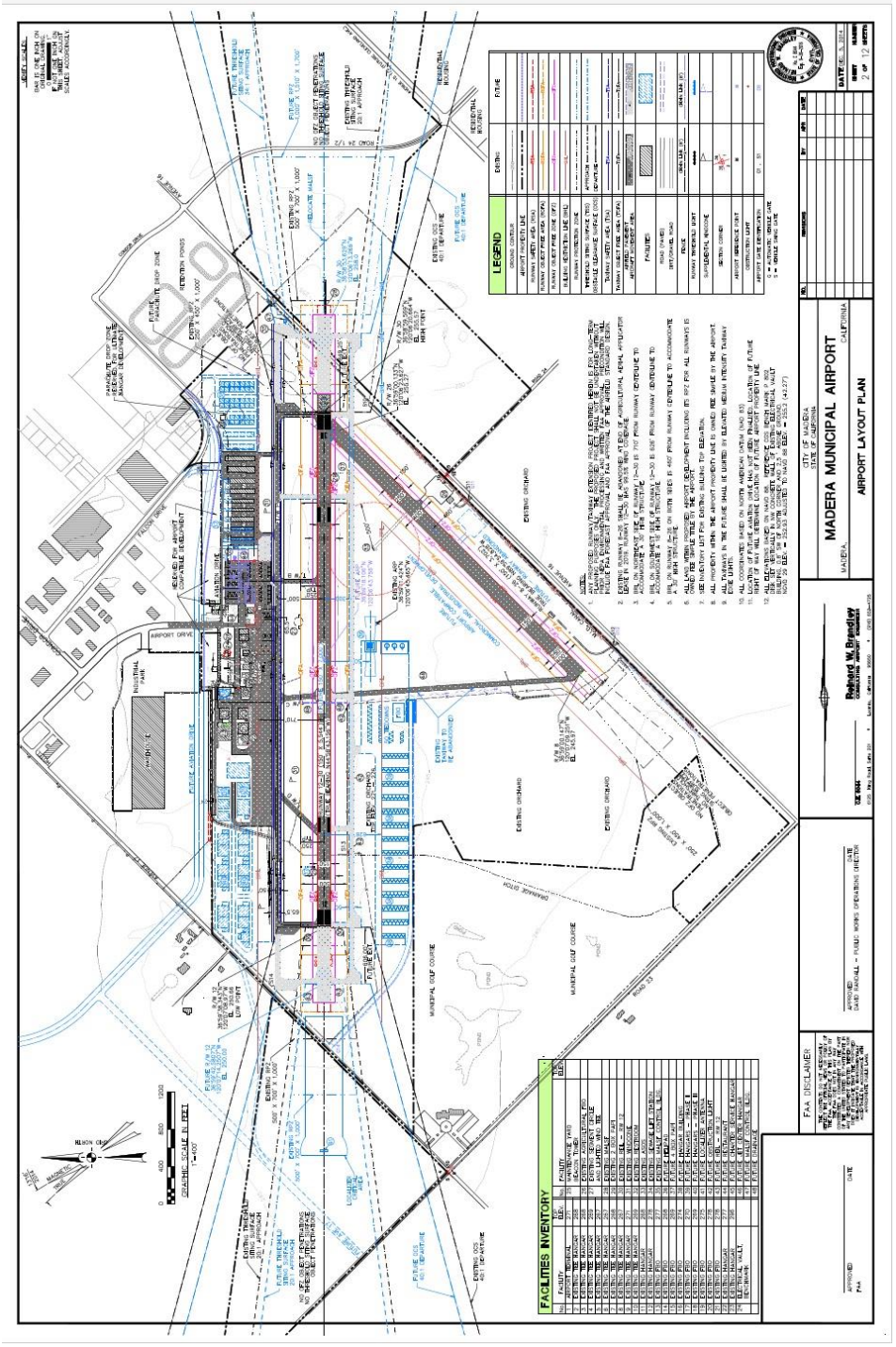


Exhibit No. 3
6” Ortho Limits

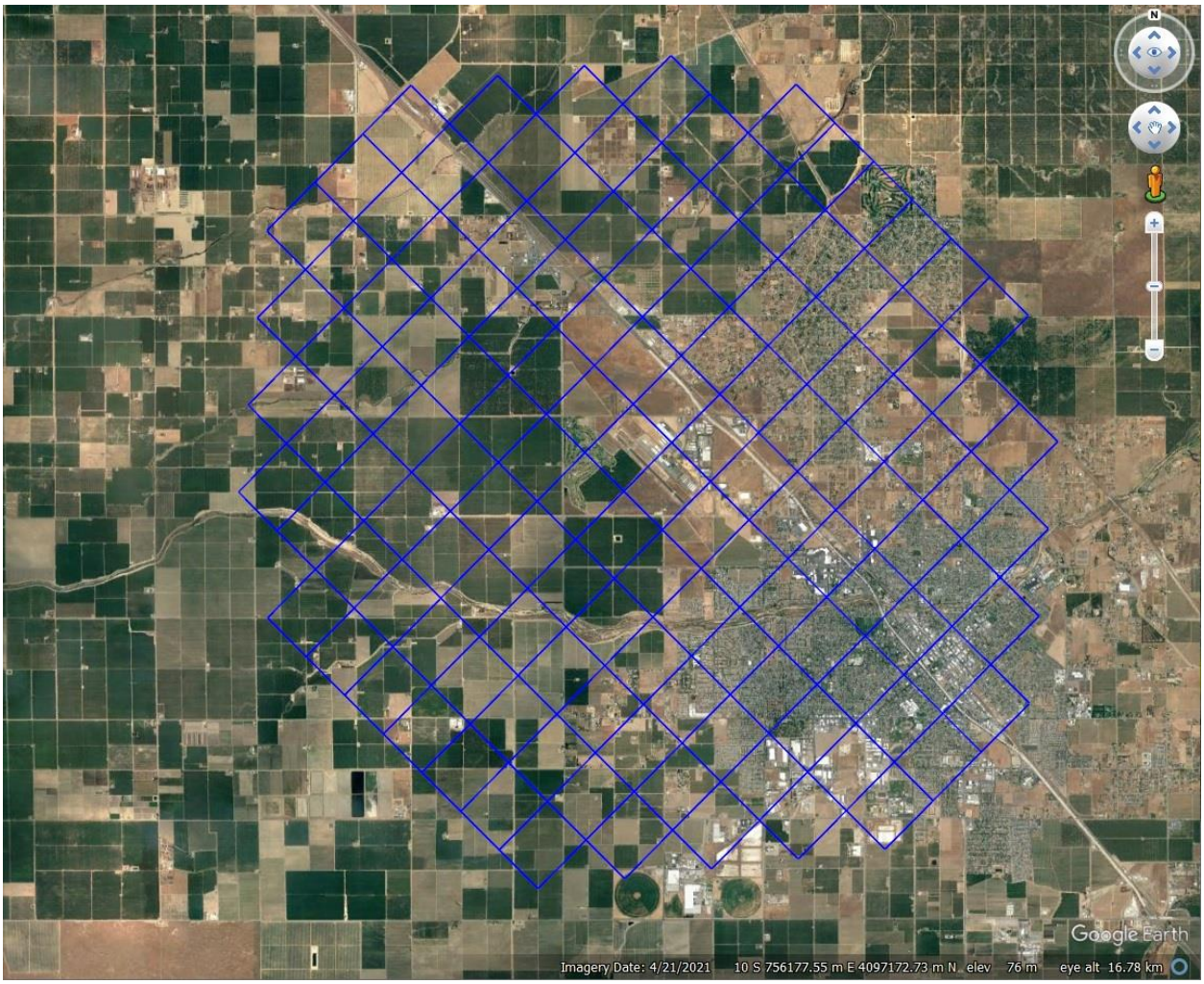


Exhibit No. 4
Table 2-1 Survey Requirements Matrix from AC 150/5300-18B

Intended End Use of the Data Required Tasks V	AC Reference	Airport Layout Plan (ALP)	Instrument Procedure Development	Comments
Provide a Survey and Quality Control Plan	150/5300-16/17/18	•	•	
Establish or validate Airport Geodetic Control	150/5300-16	•	•	
Perform, document and report the tie to National Spatial Reference System (NSRS)	150/5300-16	•	•	
Survey runway end(s)/threshold(s)	150/5300-18	•	•	
Monument runway end(s)/threshold(s)	150/5300-18	•	•	
Document runway end(s)/threshold location(s)	150/5300-18	•	•1	
Identify and survey any displaced threshold(s)	150/5300-18	•	•	
Monument displaced threshold(s)	150/5300-18	•1	•	
Document displaced threshold(s) location	150/5300-18	•	•	
Determine or validate runway length	150/5300-18	•	•	
Determine or validate runway width	150/5300-18	•	•	
Determine runway profile using 50 foot stations	150/5300-18	•2	•	
Determine runway profile using 10 foot stations	150/5300-18	•2	•	
Determine the touchdown zone elevation (TDZE)	150/5300-18	•	•	
Determine and document the intersection point of all specially prepared hard surface (SPHS) runways	150/5300-18	•		
Determine and document the horizontal extents of any Stopways	150/5300-18	•	•	
Determine any Stopway profiles	150/5300-18	•	•	
Determine if the runway has an associated clearway	150/5300-18	•		
Survey clearway to determine objects penetrating the slope	150/5300-18	•	•	
Determine and document the taxiway intersection to threshold distance	150/5300-18	•		
Determine runway true azimuth	150/5300-18	•	•	
Determine or validate and document the position of navigational aids	150/5300-18	•	•	
Determine or validate and document the position of runway abeam points of navigational aids	150/5300-18		•	
Determine potential navigational aid screening objects	150/5300-18			
Collect and document VOR receiver checkpoint location and associated data	150/5300-18			
Perform or validate and document an airport airspace analysis	150/5300-18	•	•	
Collect and document helicopter touchdown lift off area (TLOF)	150/5300-18	•	•	
Collect and document helicopter final approach and takeoff area (FATO)	150/5300-18	•	•	
Collect or validate and document airport planimetric data	150/5300-18	•		
Determine or validate the elevation of the Air Traffic Control Tower Cab Floor (if one is on the airport)	150/5300-18	•		
Perform or validate a topographic survey	150/5300-18	•	•4	
Collect and document runway and taxiway lighting	150/5300-18	•		

Collect and document parking stand coordinates	150/5300-18			
Collect cultural and natural features of landmark value	150/5300-18	•		
Determine elevation of roadways at the intersecting point of the Runway Protection Zone (RPZ) or the runway centerline extended	150/5300-18	•		
Determine all Land Use to 65 DNL contour	150/5300-18	•		Not provided by Woolpert
Document features requiring digital photographs	150/5300-18	•	•	
Document features requiring sketches	150/5300-18	•	•	
Collect position and type of runway markings	150/5300-18	•		
Collect position and type taxiway markings	150/5300-18			
Locate, collect, and document photo ID points	150/5300-17			
Identify collect, and document wetlands or environmentally sensitive areas	150/5300-18	•		Not provided by Woolpert
Collect imagery	150/5300-17	•	•	
Provide a final Project Report	150/5300-16/18	•	•	

[1]Only when runway construction is involved.

[2]All 14 CFR Part 139 airports require 10 foot stations. At all other airports the distance between stations is between 10 and 50 feet to meet local requirements

[3]Only required for the identified Category II and III special topographic survey[33]

[4]For Cat II and III radar altimeter area or if specifically requested

Exhibit No. 5
AC 150/5300-18B Required Feature Collection Table (when applicable)

Safety Critical			
Ac 150/5300-18b Section Number	**Features**	**On Airport**	**Off Airport**
5.4.	**Airfield**		
5.4.10.	RunwayIntersection	X	
5.4.11.	RunwayLAHSO	X	
5.4.12.	RunwayElement	X	
5.4.18.	TouchDownLiftOff	X	
5.4.19.	MarkingArea (Runway only)	X	
5.4.20.	MarkingLine (Runway only)	X	
5.4.22.	Runway	X	
5.4.25.	RunwayBlastPad	X	
5.4.26.	RunwayEnd	X	
5.4.27.	RunwayLabel	X	
5.4.28.	Runway Safety Area Boundary (Existing)	X	
5.4.8.	RunwayCenterline	X	
5.4.9.	RunwayHelipadDesignSurfaces (Existing)	X	X
5.5.	**Airspace**		
5.5.2.	Obstacle	X	X
5.5.3.	ObstructionArea	X	X
5.5.4.	ObstructionIDSurface	X	X
5.8.	**Geospatial**		
5.8.	AirportControlPoints	X	X
5.8.9.	CoordinateGridArea	X	X
5.10.	**Navigational Aids**		
5.10.	Navaidequipment	X	X

Non-Safety Critical			
Ac 150/5300-18b Section Number	**Features**	**On Airport**	**Off Airport**
5.4.	**Airfield**		
5.4.1.	AircraftGateStand	X	
5.4.14.	Taxiwayholdingposition	X	
5.4.15.	AirportSign	X	
5.4.16.	Apron	X	
5.4.17.	Deicing Area (Existing)	X	
5.4.19.	MarkingArea (Off Runway)	X	
5.4.2.	AircraftNonMovementArea	X	
5.4.20.	MarkingLine (Off Runway)	X	
5.4.21.	MovementArea	X	
5.4.24.	RunwayArrestingArea	X	
5.4.29.	Shoulder	X	
5.4.30.	TaxiwayIntersection	X	
5.4.31.	TaxiwayElement	X	
5.4.4.	AirfieldLight	X	
5.4.5.	ArrestingGear	X	
5.4.7.	PassengerLoadingBridge	X	
5.5.	**Airspace**		
5.5.1.	LandmarkSegment	X	X
5.5.5.	RunwayProtectArea (Existing)	X	
5.7.	**Environmental**		
5.7.11.	Shoreline	X	X
5.7.12.	Wetland (no official delineation)	X	
5.7.3.	Flood Zone	X	X
5.7.5.	Forest Stand Area	X	X
5.7.7.	Noise Contour	X	X
5.8.	**Geospatial**		
5.8.10.	ElevationContour	X	X
5.8.11.	ImageArea	X	X
5.9.	**Man Made Structures**		
5.9.1.	Building	X	X
5.9.4.	Fence	X	

5.9.5.	Gate	X	
5.9.6.	Tower	X	X
5.13.	**Surface Transportation**		
5.13.1.	Bridge	X	X
5.13.2.	DrivewayArea	X	
5.13.3.	DrivewayCenterline	X	
5.13.4.	ParkingLot	X	X
5.13.5.	RailroadCenterline	X	X
5.13.6.	RailroadYard	X	X
5.13.7.	RoadCenterline	X	X
5.13.8.	RoadPoint	X	X
5.13.9.	RoadSegment	X	X
5.14.	**Utilities**		
5.14.1.	TankSite	X	

Exhibit B
Flight Tech Scope of Work
Feasibility Study - Visability Reduction

Madera Muni, Madera, CA

Task Description		Project Manager	Senior IFP/Aero Engineer	Project Engineer (QA)	Subtotal Hours	Travel Cost	Subtotal Cost	Subtotal Task
Hourly Rate		$225	$165	$100				
Task One - Meetings & Coordination								$5,910.00
Scoping / Kickoff Meeting		2	1	0	3		$615.00	
Meeting with MAE Stakeholders to gather requirements		2	2	0	4		$780.00	
B.E. Progress Updates (e-mail or telephone)		8	4	0	12		$2,460.00	
Airport Current Conditions Coordination		2	0	0	2		$450.00	
ATO/ATC Coordination		1	2	2	5		$755.00	
Administrative Support		2	0	4	6		$850.00	
Task Two - RWY 12 Approach Assessment								$8,045.00
IFP Workspace Setup (Aeronautical Data)		1	2	2	5		$755.00	
Review existing instrument procedures for current criteria limitations and identify impacts from new AGIS Obstacle survey.		1	4	2	7		$1,085.00	
Process & Deconflict new Obstacle Survey Data		1	3	2			$920.00	
Assess obstacle & infrastructure compatibility for an LPV/ILS approach with 200' HAT & 3/4SM Improvements (Analysis limited to final & missed approach segments)		6	8	3	17		$2,970.00	
Assess Lighting / ALS Improvements		3	2	1	6		$1,105.00	
Document Findings		2	4	1	7		$1,210.00	
					0		$0.00	
Task Three - RWY 30 Approach Assessment								$8,045.00
IFP Workspace Setup (Aeronautical Data)		1	2	2	5		$755.00	
Review existing instrument procedures for current criteria limitations and identify impacts from new AGIS Obstacle survey.		1	4	2	7		$1,085.00	
Process & Deconflict new Obstacle Survey Data		1	3	2			$920.00	
Assess obstacle & infrastructure compatibility for an LPV/ILS approach with 200' HAT & 3/4SM Improvements (Analysis limited to final & missed approach segments)		6	8	3	17		$2,970.00	
Assess Lighting / ALS Improvements		3	2	1	6		$1,105.00	
Document Findings		2	4	1	7		$1,210.00	
					0		$0.00	
Task Four - Final Report								$8,200.00
TERPS Procedure Feasibility Report Development		16	16	4	36		$6,640.00	
Virtual MAE Report Presentation (no travel)		4	4		8		$1,560.00	
			0		0			

Subtotals	0	65	75	32	160	$0	Grand Total	$30,200.00
	$0	$14,625	$12,375	$3,200				

ATTACHMENT 1
COST ESTIMATES

MADERA MUNICIPAL AIRPORT
MADERA, MADERA COUNTY, CALIFORNIA

Cost Estimates of the project are included in this attachment as follows:

Attachment 1A – Breakdown of Engineering Costs
Attachment 1B – Breakdown of Administration Costs
Attachment 1C – Summary of Project Costs

Also included:
Record of Negotiations and
Independent Fee Estimate (IFE)

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM - PLANNING

BREAKDOWN OF ENGINEERING COSTS

Airport Layout Plan Narrative with Updated ALP Drawings and AGIS Survey

Project Scoping/Pre-Planning						
Principal Engineer	10.0	Hrs. @	$ 300.00	$ 3,000.00		
Senior Engineer	7.0	Hrs. @	180.00	1,260.00		
Project Administrator	4.0	Hrs. @	100.00	400.00		
Mileage	300.0	Hrs. @	0.58	174.00		
Total Project Scoping				$ 4,834.00		
				Use	$	5,000.00
DBE Goal Calculation						
DBE Specialist Subconsultant				$ 6,000.00		
Principal Engineer	2.0	Hrs. @	300.00	600.00		
Total - DBE Goal Calculation				$ 6,600.00		
				Use		6,600.00
Inventory						
Principal Engineer	12.0	Hrs. @	$ 300.00	$ 3,600.00		
Senior Engineer	5.0	Hrs. @	180.00	900.00		
Project Administrator	10.0	Hrs. @	100.00	1,000.00		
Total Inventory				$ 5,500.00		
				Use		6,000.00
Aviation Forecast/Critical Aircraft						
Principal Engineer	25.0	Hrs. @	$ 300.00	$ 7,500.00		
Junior Engineer	5.0	Hrs. @	180.00	900.00		
Total Aviation Forecast/Critical Aircraft				$ 8,400.00		
				Use		9,000.00
Environmental & Wildlife Hazard Management						
Environmental Subconsultant				$ 8,000.00		
Subconsultant Markup - 10%				800.00		
Total Environmental						8,800.00
Airport Geospatial Information System (AGIS) and Obstruction Mitigation Plan						
Aeronautical Survey and AGIS Data Submittal			Not to Exceed	$ 62,275.00		
Planimetric Mapping, Contours, Ortho-Photo			Not to Exceed	26,357.00		
Part 77/AC-13B/PAPI OCS & LSCS Analysis			Not to Exceed	11,250.00		
Subconsultant Markup - 10%				9,988.20		
Principal Engineer	20.0	Hrs. @	$ 300.00	6,000.00		
Junior Engineer	20.0	Hrs. @	120.00	2,400.00		
Project Administrator	5.0	Hrs. @	100.00	500.00		
Total AGIS & Obstruction Mitigation				$ 127,570.20		
				Use		128,000.00
Facility Requirements Analysis						
Principal Engineer	42.0	Hrs. @	$ 300.00	$ 12,600.00		
Total Facility Requirements				$ 12,600.00		
				Use		13,000.00

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM - PLANNING

BREAKDOWN OF ENGINEERING COSTS

Airport Layout Plan Narrative with Updated ALP Drawings and AGIS Survey

Alternatives Development and Evaluation					
Principal Engineer	25.0	Hrs. @	$ 300.00	$ 7,500.00	
Senior Engineer	10.0	Hrs. @	180.00	1,800.00	
Flight Procedures Subconsultant				30,200.00	
Subconsultant Markup - 10%				3,020.00	
Total Alternatives				$ 42,520.00	
				Use	43,000.00
ALP Updated Plans including Exhibit "A"					
Principal Engineer	100.0	Hrs. @	$ 300.00	$ 30,000.00	
Senior Engineer	250.0	Hrs. @	180.00	45,000.00	
Senior Drafter	100.0	Hrs. @	120.00	12,000.00	
Clerical	30.0	Hrs. @	85.00	2,550.00	
Total ALP Updated Plans				$ 89,550.00	
				Use	90,000.00
Development Summary					
Principal Engineer	25.0	Hrs. @	$ 300.00	$ 7,500.00	
Senior Engineer	20.0	Hrs. @	180.00	3,600.00	
Junior Engineer	16.0	Hrs. @	120.00	1,920.00	
Total Development Summary				$ 13,020.00	
				Use	13,000.00
Narrative Report					
Principal Engineer	30.0	Hrs. @	$ 300.00	$ 9,000.00	
Project Administrator	15.0	Hrs. @	100.00	1,500.00	
Clerical	10.0	Hrs. @	85.00	850.00	
Total Narrative Report				$ 11,350.00	
				Use	12,000.00
FAA/City Coordination					
Principal Engineer	30.0	Hrs. @	$ 300.00	$ 9,000.00	
Senior Engineer	10.0	Hrs. @	180.00	1,800.00	
Senior Drafter	10.0	Hrs. @	120.00	1,200.00	
Project Administrator	10.0	Hrs. @	100.00	1,000.00	
Clerical	4.0	Hrs. @	85.00	340.00	
Total FAA Coordination				$ 13,340.00	
				Use	14,000.00
Total Engineering Fees					$ 348,400.00

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM - PLANNING

BREAKDOWN OF ADMINISTRATION COSTS

Airport Layout Plan Narrative with Updated ALP Drawings and AGIS Survey

Public Works Operations Director	$ 6,000.00	
Administrative Analyst	5,000.00	
Legal Notices, Mailing, Printing, etc.	4,000.00	
Total Administration Costs	$ 15,000.00	
	Use	$ 15,000.00

MADERA MUNICIPAL AIRPORT
MADERA, CALIFORNIA

2025 AIRPORT IMPROVEMENT PROGRAM - PLANNING

AIRPORT LAYOUT PLAN NARRATIVE WITH UPDATED ALP DRAWINGS AND AGIS SURVEY

SUMMARY OF PROJECT COSTS

Description	Engineering Cost	Administration Costs	Total Project Cost	F.A.A. Participation	Local Participation	State Participation
Airport Layout Plan Narrative with Updated ALP Drawings	$ 220,400	$ 9,000	$ 229,400	$ 217,930	$ 574	$ 10,897
Aeronautical Study and Obstruction Mitigation Plan	128,000	6,000	134,000	127,300	335	6,365
Totals	$ 348,400	$ 15,000	$ 363,400	$ 345,230	$ 909	$ 17,262

April 21, 2025

Mr. Jeffrey Spencer
Community Planner
Federal Aviation Administration
Airports District Office
2999 Oak Road, Suite 200
Walnut Creek, CA 94597

Subject: Madera Municipal Airport, Madera, California
2025 Airport Improvement Program
Airport Layout Plan Narrative with Updated ALP Drawings and AGIS Survey
Record of Negotiations

Dear Dr. Spencer:

The City of Madera proposes to perform an Airport Layout Plan Narrative with Updated ALP Drawings and an Airport Geospatial Information Survey (AGIS) at Madera Municipal Airport, Madera, California, under the 2025 Airport Improvement Program of the Federal Aviation Administration. It is proposed to use the services of Brandley Engineering to conduct these studies. The City of Madera and Brandley Engineering entered into negotiations for the engineering fees related to this project.

The consulting firm of Brandley Engineering was selected in 2024 from those consultants who submitted their qualifications for planning/environmental services through an AC 150/5100-14E compliant RFQ process. Brandley Engineering submitted a detailed scope of work and cost proposal in the amount of $348,400 on November 20, 2024.

Jerry Martinez, City Engineering Project Manager, was provided the scope of work and tasked with preparing an IFE with oversight by Jennifer Stickman, City Procurement Services Manager, and David Austin Administrative Analyst. Jerry Martinez, Jennifer Stickman and David Austin met on January 13, 2025, March 10, 2025, and on March 20, 2025, to review the draft IFE and scope of work. After a few revisions the IFE for an estimated engineering cost for the proposed scope of work of $333,218 was completed on March 26, 2025.

The Sponsor's Independent Fee Estimate of $333,218 is within 4% of the consultant's fee proposal. Since the IFE was within 10% of the consultant's fee proposal, the Sponsor considers this reasonable and recommends accepting the consultant's fee of $348,400. The final fee proposal is considered reasonable by the Sponsor. A contract is currently being prepared for the agreement between the Sponsor and consultant and will be executed after receipt of the FAA grant. The analysis was conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14 have been followed.

Very truly yours,

The CITY OF MADERA

MADERA MUNICIPAL AIRPORT - MADERA, CALIFORNIA

Airport Layout Plan Narrative with Updated ALP Drawings and AGIS Survey

Independent Fee Estimate

	SCOPE / TASK TITLE	Principal Planner	Senior Planner	Junior Planner	Senior Engineer	Senior Drafter	Project Administrator	Clerical	Enrivonmental Subconsultant	AGIS Subconsultant	Flight Procedure Subconsultant	DBE	Total Hours
TASK	**Stage 1 - Project Scoping/Pre-Planning**												
1-1	Project Scoping - Tasks, Preliminary Estimates, Meetings with County and FAA	4	8		8		2	2	8	8		2	42
1-2	Develop Study Design - Airport Development Issues and Types of Analyses	4			8	4	2	2	4	2		2	28
1-3	Develop Schedules	2			2	4	2	2	2	1		2	17
1-4	Deliverables	2			4	4	1	4	2	4		1	22
	Total Stage 1 - Project Scoping	***12***	***8***	***0***	***22***	***12***	***7***	***10***	***16***	***15***	***0***	***7***	***109***
	Stage 2 - DBE Goal Calculation												
2-1	DBE Goal Calculation	4			8			2	2	4		5	25
	Total Stage 2 - DBE Goal Calculation	***4***	***0***	***0***	***8***	***0***	***0***	***2***	***2***	***4***	***0***	***5***	***25***
	Stage 3 - Inventory												
3-1	Prepare Inventory of Existing Facilities including Research and Meeting with Sponsor	4			40	16	2	8		2			72
	Total Stage 3 - Inventory	***4***	***0***	***0***	***40***	***16***	***2***	***8***	***0***	***2***	***0***	***0***	***72***
	Stage 4 - Aviation Forecast/Critical Aircraft												
4-1	Research Demographic, Employment, Business, and Cultural Trends	4			24	2	1	2	4				37
4-2	Select Forecasting Methodology	4			16	2	1	2					25
4-3	Develop Detailed Aviation Forecasts for Short-, Mid-, and Long Term	4			16	2	1	1					24
4-4	Determine Critical Aircraft	2			8	1	1	1					13
	Total Stage 4 - Aviation Forecast/Critical Aircraft	***14***	***0***	***0***	***64***	***7***	***4***	***6***	***4***	***0***	***0***	***0***	***99***
	Stage 5 - Environmental and Wildlife Hazard Management												
5-1	Develop Overview of Environmental Conditions including Cultural Resources	4	12	16	4		1	2	24			0	63
5-2	Develolp Overview of Widlife Hazard Management Conditions	4	12	16	4		1	2	16				55
	Total Stage 5 - Environmental & Wildlife Hazard Management	***8***	***24***	***32***	***8***	***0***	***2***	***4***	***40***	***0***	***0***	***0***	***118***
	Stage 6 - AGIS Survey and Obstruction Mitigation Plan												
6-1	AGIS Survey	8			8	8		4		70	80		178
6-2	Obstruction Mitigation Plan	4			8	8		4		70	80		174
	Total Stage 6 - AGIS Survey and Obstruction Mitigation Plan	***12***	***0***	***0***	***16***	***16***	***0***	***8***	***0***	***140***	***160***	***0***	***352***
	Stage 7 - Facility Requirements Analysis												
7-1	Analyze Airport's Compliance with FAA Design Standards, including RSA Inventory	4			16	12		4				1	37
7-2	Flight Procedures Analysis	2			16	8		4					30
7-3	Analyze Airport's Demands and Required Facilities	4			16	8		4					32
	Total Stage 7 - Facility Requirements Analysis	***10***	***0***	***0***	***48***	***28***	***0***	***12***	***0***	***0***	***0***	***1***	***99***
	Stage 8 - Alternatives Development and Evaluation												
8-1	Evaluate Development Objectives and Present Recommendations	4			16	16	8	4					48
	Total Stage 8 - Alternatives Development and Evaluation	***4***	***0***	***0***	***16***	***16***	***8***	***4***	***0***	***0***	***0***	***0***	***48***
	Stage 9 - ALP Updated Plans including Exhibit "A"									3			
9-1	Cover Sheet	2			8	16	1	1		1			29
9-2	Existing Airport Layout Plan	4			8	16	1			4			33
9-3	Future Airport Layout Plan	10			16	40	1	2		4			73
9-4	Data Tables	2			16	16	1	1		1			37
9-5	Terminal Area Layout Plan	4			8	10	1	2		1			26
9-6	Airport Airspace Drawing	2			16	24	1			1			44
9-7	Inner Portion of Approach Surface Drawing	2			16	16	1						35
9-8	Airport Land Use Compatibility Plan	2			8	16	1			1			28
9-9	Airport Property Map - Exhibit "A"	2			8	16	1	2		1			30
	Exhibit A Title Search				4	10	16	5					35
	Total Stage 9 - ALP Updated Plans including Exhibit "A"	***30***	***0***	***0***	***108***	***180***	***25***	***13***	***0***	***14***	***0***	***0***	***370***
	Stage 10 - Development Summary												
10-1	Analysis of Airport Needs & Prioritizing/Phasing Summary Developments	4			24	16	1	4					49
10-2	Develop Preliminary Cost Estimates and Available Funding Sources	2			24	16	1	4					47
	Total Stage 10 - Development Summary	***6***	***0***	***0***	***48***	***32***	***2***	***8***	***0***	***0***	***0***	***0***	***96***

Independent Fee Estimate

	SCOPE / TASK TITLE	Principal Planner	Senior Planner	Junior Planner	Senior Engineer	Senior Drafter	Project Administrator	Clerical	Enrivonmental Subconsultant	AGIS Subconsultant	Flight Procedure Subconsultant	DBE	Total Hours
	Stage 11 - Narrative Report												
11-1	Introduction	2			8			1					11
11-2	Inventory of Existing Facilities	2			8	2		2		2			16
11-3	Aeronautical Forecasts	4			8			1					13
11-4	Demand/Capacity Analysis & Facility Requirements Determination	4			16			1	8				29
11-5	Preliminary Identification of Environmental Features	2			8			1	12	1			24
11-6	Alternatives/Proposed Development	2			16			1	12				31
11-7	Development Summary	4			16	1		1	8	1			31
11-8	Executive Summary	4			16	1		4				1	26
	Total Stage 11 - Narrative Report	***24***	***0***	***0***	***96***	***4***	***0***	***12***	***40***	***4***	***0***	***1***	***181***
	Stage 12 - FAA and City Coordination												
12-1	FAA and City Coordination	16	2		16	1		8	8	8	8	8	75
12-2	Project Management	24	2		16			8	8	8	8	8	82
	Total Stage 12 - FAA and City Coordination	***40***	***4***	***0***	***32***	***1***	***0***	***16***	***16***	***16***	***16***	***16***	157
	Staff Hours	**168**	**36**	**32**	**506**	**312**	**50**	**103**	**118**	**195**	**176**	**30**	1,726
	Labor Rate/Hr $	$ 300.00	$ 180.00	$ 120.00	$ 180.00	$ 120.00	$ 100.00	$ 76.00	$ 200.00	$ 250.00	$ 300.00	$ 200.00	
		$ 50,400	$ 6,480	$ 3,840	$ 91,080	$ 37,440	$ 5,000	$ 7,828	$ 23,600	$ 48,750	$ 52,800	$ 6,000	**$ 333,218**

ATTACHMENT 2
EXHIBIT "A", PROPERTY MAP

MADERA MUNICIPAL AIRPORT
MADERA, MADERA COUNTY, CALIFORNIA

Exhibit "A" Airport Property Map dated December 15, 2016 is included in this Attachment 1. This Property Map was approved by the FAA along with the Airport Layout Plan set of drawings on August 22, 2017.

LEGEND:

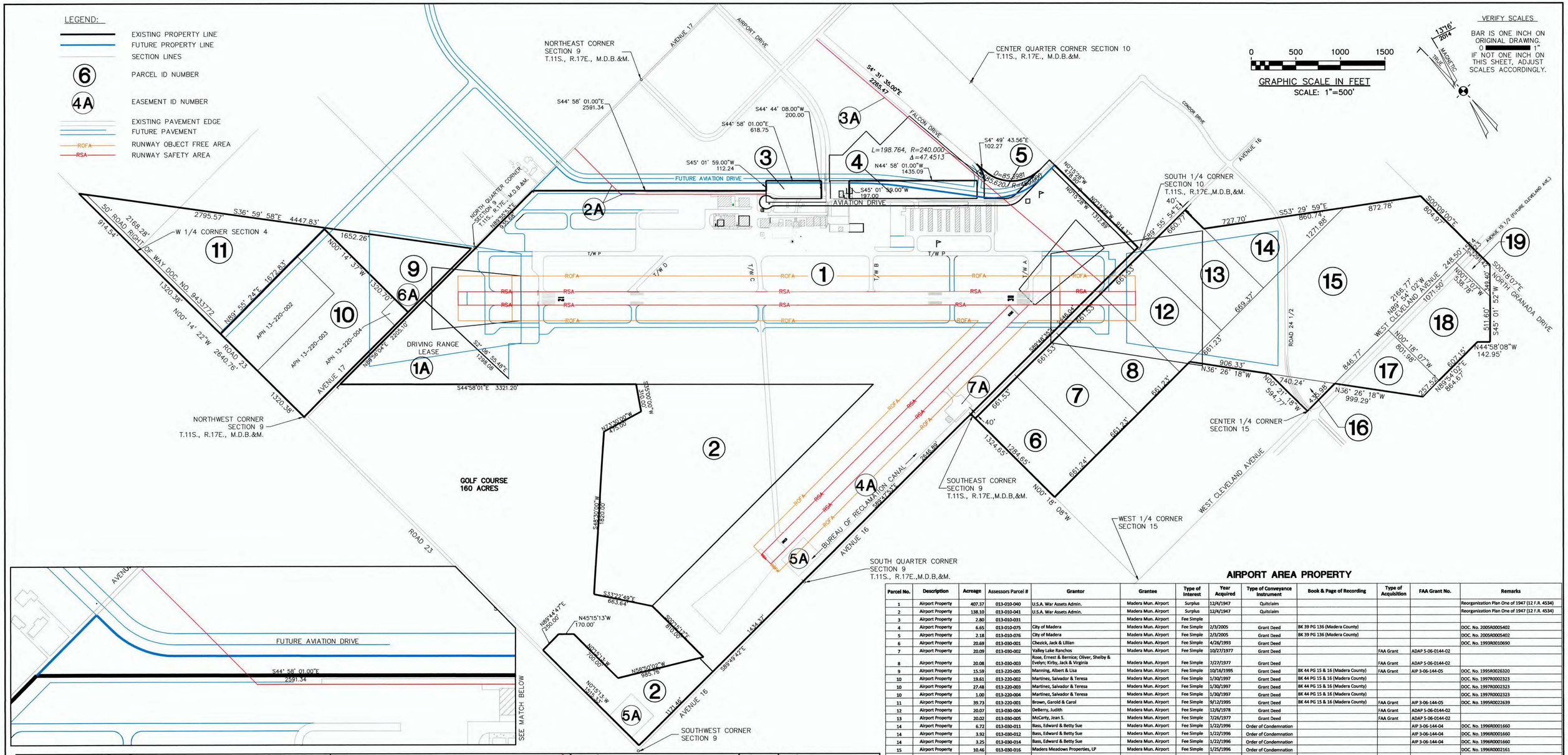
- EXISTING PROPERTY LINE
- FUTURE PROPERTY LINE
- SECTION LINES
- 6 — PARCEL ID NUMBER
- 4A — EASEMENT ID NUMBER
- EXISTING PAVEMENT EDGE
- FUTURE PAVEMENT
- ROFA — RUNWAY OBJECT FREE AREA
- RSA — RUNWAY SAFETY AREA

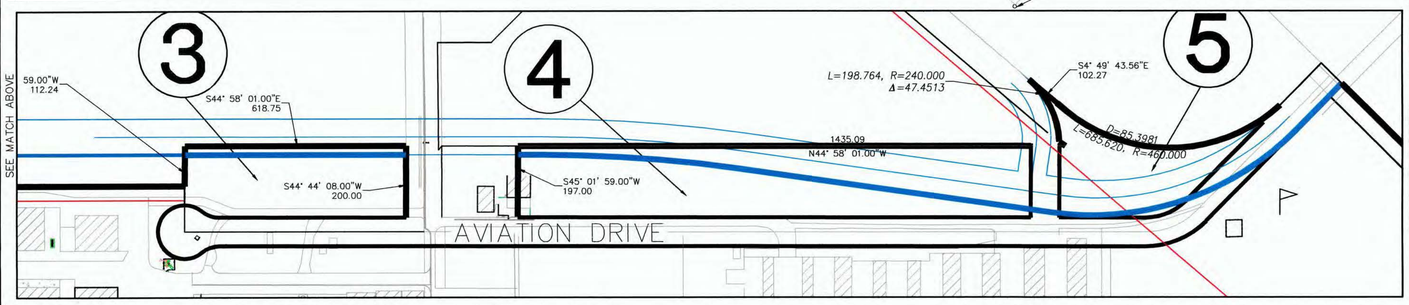
VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

0 500 1000 1500
GRAPHIC SCALE IN FEET
SCALE: 1"=500'

13°16' 2014 MAGNETIC TRUE





AIRPORT AREA PROPERTY

Parcel No.	Description	Acreage	Assessors Parcel #	Grantor	Grantee	Type of Interest	Year Acquired	Type of Conveyance Instrument	Book & Page of Recording	Type of Acquisition	FAA Grant No.	Remarks
1	Airport Property	407.37	013-010-040	U.S.A. War Assets Admin.	Madera Mun. Airport	Surplus	12/4/1947	Quitclaim				Reorganization Plan One of 1947 (12 F.R. 4534)
2	Airport Property	138.10	013-010-041	U.S.A. War Assets Admin.	Madera Mun. Airport	Surplus	12/4/1947	Quitclaim				Reorganization Plan One of 1947 (12 F.R. 4534)
3	Airport Property	2.80	013-010-031		Madera Mun. Airport	Fee Simple						
4	Airport Property	6.65	013-010-075	City of Madera	Madera Mun. Airport	Fee Simple	2/3/2005	Grant Deed	BK 39 PG 136 (Madera County)			DOC. No. 2005R0005402
5	Airport Property	2.18	013-010-076	City of Madera	Madera Mun. Airport	Fee Simple	2/3/2005	Grant Deed	BK 39 PG 136 (Madera County)			DOC. No. 2005R0005402
6	Airport Property	20.69	013-030-001	Chezick, Jack & Lillian	Madera Mun. Airport	Fee Simple	4/26/1993	Grant Deed				DOC. No. 1993R0010690
7	Airport Property	20.09	013-030-002	Valley Lake Ranchos	Madera Mun. Airport	Fee Simple	10/27/1977	Grant Deed		FAA Grant	ADAP 5-06-0144-02	
8	Airport Property	20.08	013-030-003	Rose, Ernest & Bernice; Oliver, Shelby & Evelyn; Kirby, Jack & Virginia	Madera Mun. Airport	Fee Simple	7/27/1977	Grant Deed		FAA Grant	ADAP 5-06-0144-02	
9	Airport Property	15.59	013-220-005	Manning, Albert & Lisa	Madera Mun. Airport	Fee Simple	10/16/1995	Grant Deed	BK 44 PG 15 & 16 (Madera County)	FAA Grant	AIP 3-06-144-05	DOC. No. 1995R0026320
10	Airport Property	19.61	013-220-002	Martinez, Salvador & Teresa	Madera Mun. Airport	Fee Simple	1/30/1997	Grant Deed	BK 44 PG 15 & 16 (Madera County)			DOC. No. 1997R0002323
10	Airport Property	27.48	013-220-003	Martinez, Salvador & Teresa	Madera Mun. Airport	Fee Simple	1/30/1997	Grant Deed	BK 44 PG 15 & 16 (Madera County)			DOC. No. 1997R0002323
10	Airport Property	1.00	013-220-004	Martinez, Salvador & Teresa	Madera Mun. Airport	Fee Simple	1/30/1997	Grant Deed	BK 44 PG 15 & 16 (Madera County)			DOC. No. 1997R0002323
11	Airport Property	39.73	013-220-001	Brown, Garold & Carol	Madera Mun. Airport	Fee Simple	9/12/1995	Grant Deed	BK 44 PG 15 & 16 (Madera County)	FAA Grant	AIP 3-06-144-05	DOC. No. 1995R0022639
12	Airport Property	20.07	013-030-004	DeBerry, Judith	Madera Mun. Airport	Fee Simple	12/6/1978	Grant Deed		FAA Grant	ADAP 5-06-0144-02	
13	Airport Property	20.02	013-030-005	McCarty, Jean S.	Madera Mun. Airport	Fee Simple	7/26/1977	Grant Deed		FAA Grant	ADAP 5-06-0144-02	
14	Airport Property	6.72	013-030-011	Bass, Edward & Betty Sue	Madera Mun. Airport	Fee Simple	1/22/1996	Order of Condemnation			AIP 3-06-144-04	DOC. No. 1996R0001660
14	Airport Property	3.92	013-030-012	Bass, Edward & Betty Sue	Madera Mun. Airport	Fee Simple	1/22/1996	Order of Condemnation			AIP 3-06-144-04	DOC. No. 1996R0001660
14	Airport Property	3.25	013-030-014	Bass, Edward & Betty Sue	Madera Mun. Airport	Fee Simple	1/22/1996	Order of Condemnation			AIP 3-06-144-04	DOC. No. 1996R0001660
15	Airport Property	10.46	013-030-016	Madera Meadows Properties, LP	Madera Mun. Airport	Fee Simple	1/25/1996	Order of Condemnation				DOC. No. 1996R0002161
15	Airport Property	66.89	013-030-017	Madera Meadows Properties, LP	Madera Mun. Airport	Fee Simple	1/25/1996	Order of Condemnation				DOC. No. 1996R0002161
16	Airport Property	2.68	013-030-018	Madera Meadows Properties, LP	Madera Mun. Airport	Fee Simple	3/1/1996	Grant Deed		FAA Grant	AIP 3-06-144-05	DOC. No. 1996R0005512
17	Airport Property	10.13	006-380-017	Berry, David L & Gwendolene	Madera Mun. Airport	Fee Simple	2/8/1996	Grant Deed		FAA Grant	AIP 3-06-144-05	DOC. No. 1996R0003429
18	Airport Property	19.13	006-380-008	Kirby, Walter S Jr. & Arlene	Madera Mun. Airport	Fee Simple	10/26/1994	Grant Deed	BK 781 PG 259 (Madera County)			DOC. No. 1994R0031895
19	Airport Property	2.37	006-380-014	Beban, Anton Tr	Madera Mun. Airport	Fee Simple	12/12/1995	Order of Condemnation				DOC. No. 1995R0032004

AIRPORT LEASE AREA

Parcel No.	Description	Acreage	Assessors Parcel #	Grantor	Grantee	Type of Interest	Year Acquired	Type of Conveyance Instrument	Book & Page of Recording	Type of Acquisition	FAA Grant No.	Remarks
1A	Driving Range			Madera Mun. Airport	City of Madera	Easement						
2A	10' PG&E Easement			City of Madera	PG&E	Easement	5/14/1973		Unrecorded			Unrecorded Easement with City of Madera
3A	20' PG&E Easement			Madera Mun. Airport	PG&E	Easement			BK 661 PG 347			
4A	Canal Easement			Madera Mun. Airport	Bureau of Reclamation	Easement		Declaration of Taking	BK 784 PG 261			100' and 120' Wide Canal Easement
5A	Surface Rights			Madera Mun. Airport	Transamerica Minerals	Surface Rights		Quitclaim	BK 2180 PG 575			BK 2180 PG 575
6A	Canal Easement			Madera Mun. Airport	Bureau of Reclamation	Easement		Declaration of Taking	BK 784 PG 261			50' Wide Canal Easement
7A	Arial Applicator			Madera Mun. Airport		Easement						Aerial Applicator FBO

1. LOCATION OF FUTURE AVIATION DRIVE HAS NOT BEEN FINALIZED. LOCATION OF FUTURE RIGHT OF WAY WILL DETERMINE LOCATION OF FUTURE AIRPORT PROPERTY LINE AND STREET EASEMENT. PARCELS 3, 4 AND 5 LOT LINES WILL BE ADJUSTED OR EASEMENTS ESTABLISHED AT THAT TIME.
2. IDENTITY OF GRANTOR AND TYPE OF CONVEYANCE DOCUMENT INSTRUMENT DATA IS NOT AVAILABLE FOR MANY OF THE PARCELS.

NO.	REVISIONS	BY	APR	DATE

FAA DISCLAIMER

THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICY OF THE FAA. ACCEPTANCE OF THIS PLAN BY THE FAA DOES NOT IN ANY WAY CONSTITUTES A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED THEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.

APPROVED DATE
DAVID RANDALL – PUBLIC WORKS OPERATIONS DIRECTOR

C.E. 8044
Reinard W. Brandley
CONSULTING AIRPORT ENGINEER
6125 King Road, Suite 201 * Loomis, California 95650 * (916) 652-4725

MADERA COUNTY
STATE OF CALIFORNIA

MADERA MUNICIPAL AIRPORT

MADERA, CALIFORNIA

AIRPORT PROPERTY MAP - "EXHIBIT A"

APPROVED DATE
FAA

REGISTERED PROFESSIONAL ENGINEER REINARD W. BRANDLEY No. C 8044 Exp. 12-31-2018 CIVIL STATE OF CALIFORNIA
12-29-16

DATE DEC. 15, 2016

SHEET NUMBER
12 OF 12 SHEETS

ATTACHMENT 3
STANDARD DOT TITLE VI ASSURANCES

MADERA MUNICIPAL AIRPORT
MADERA, MADERA COUNTY, CALIFORNIA

ATTACHMENT NO. 3

STANDARD DOT TITLE VI ASSURANCES

City of Madera (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods:

(a) The period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED 4/24/25

CITY OF MADERA
(Sponsor)

By _____
Arnoldo Rodriguez, City Manager

STANDARD DOT TITLE VI ASSURANCES 8/29/96

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

ATTACHMENT 4
SYSTEM FOR AWARD MANAGEMENT (SAM)

MADERA MUNICIPAL AIRPORT
MADERA, MADERA COUNTY, CALIFORNIA

SAM.GOV®

CITY OF MADERA

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
GM14DSJ51PR1	**4ANF8**	**Federal Assistance Awards Only**
Registration Status	Expiration Date	
Active Registration	**Nov 8, 2025**	
Physical Address	Mailing Address	
205 W 4TH ST **Madera, California 93637-3527** **United States**	**205 W. 4TH Street** **Madera, California 93637-3527** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
California 13	**(blank) / (blank)**	**www.madera.gov**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Nov 13, 2024	**Nov 8, 2024**	**Jun 6, 2005**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Mar 27, 1907	**Jun 30**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
U.S. Government Entity	**US Local Government**	**(blank)**
Profit Structure		
(blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
City

Other Government Entities

Planning Commission
Airport Authority
Transit Authority

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**4ANF8**

Points of Contact

Electronic Business

Arnoldo Rodriguez, Mr.
205 W. 4TH Street
Madera, California 93637
United States

Marcela Zuniga, Ms.
205 West 4TH Street
Madera, California 93637
United States

Government Business

Arnoldo Rodriguez, Mr.
205 W. 4TH Street
Madera, California 93637
United States

Marcela Zuniga, Grant Administrator
205 West 4TH Street
Madera, California 93637
United States

Past Performance

Marcela Zuniga, Grants Administrator
205 West 4TH Street
Madera, California 93637
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title

Disaster Response

This entity does not appear in the disaster response registry.

ATTACHMENT 5
SPONSOR CERTIFICATIONS

MADERA MUNICIPAL AIRPORT
MADERA, MADERA COUNTY, CALIFORNIA

This attachment consists of the following Sponsor Certifications:
Drug-Free Workplace
Selection of Consultants
Potential Conflicts of Interests

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of Madera

Airport: Madera Municipal Airport

Project Number: AIP 3-06-0144-___-2025

Description of Work: Airport Layout Plan Narrative with Updated Airport Layout Plan Drawings including an Airport Geospatial Information System (AGIS)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Madera Municipal Airport
Address: 4020 Aviation Drive, Madera, CA 93637

Location 2 (if applicable)
Name of Location: City of Madera City Offices
Address: 1030 S. Gateway Drive, Madera, CA 93637

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Madera

Name of Sponsor’s Authorized Official: Arnoldo Rodriguez

Title of Sponsor’s Authorized Official: City Manager

Signature of Sponsor’s Authorized Official: Arnoldo Rodriguez

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Madera

Airport: Madera Municipal Airport

Project Number: AIP 3-06-0144-___-2025

Description of Work: Airport Layout Plan Narrative with Updated Airport Layout Plan Drawings including an Airport Geospatial Information System (AGIS)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

☐ Yes ☐ No ☒ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “no” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , .

Name of Sponsor: City of Madera

Name of Sponsor’s Authorized Official: Arnoldo Rodriguez

Title of Sponsor’s Authorized Official: City Manager

Signature of Sponsor’s Authorized Official: Arnoldo Rodriguez

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: City of Madera

Airport: Madera Municipal Airport

Project Number: AIP 3-06-0144-___-2025

Description of Work: Airport Layout Plan Narrative with Updated Airport Layout Plan Drawings including an Airport Geospatial Information System (AGIS)

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting “Yes” represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting “No” represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If “No” is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor’s and sub-recipient’s officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Madera

Name of Sponsor's Authorized Official: Arnoldo Rodriguez

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: Arnoldo Rodriguez

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Attachment 2: FAA AIG Grant Agreement Template

U.S. Department
of Transportation
Federal Aviation
Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT
*TEMPLATE ONLY ** GRANT AGREEMENT ** TEMPLATE ONLY*
Part I - Offer

Federal Award Offer Date	**{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}**
Airport/Planning Area	[Selection Criteria: Airport Name or Planning Area]
Airport Infrastructure Grant Number	[Selection Criteria: Grant Number Formatted]
Unique Entity Identifier	[Selection Criteria: DUNS Number]

TO: [Selection Criteria: Sponsor Name]

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

[Please Enter Co-Sponsor Name(s)]

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated [Selection Criteria: Project Application Date], for a grant of Federal funds for a project at or associated with the [Selection Criteria: Airport Name or Planning Area], which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the [Selection Criteria: Airport Name or Planning Area] (herein called the "Project") consisting of the following:

[Selection Criteria: Project Description]

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (IIJA) (Public Law number (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted, and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

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THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay [%Selection Criteria: Federal Share Percent%] % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $[Selection Criteria: Obligation Amount].

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $[Selection Criteria: Planning Amount] for planning
   $[Selection Criteria: Noise Amount] airport development or noise program implementation; and,
   $[Selection Criteria: Land Acquisition Amount] for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1)except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021, that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with

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the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII 49 U.S.C. § 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

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7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before [Selection Criteria: Offer Expiration Date], or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

    a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

    b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

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13. **Informal Letter Amendment of IIJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial

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grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

** SELECT FOR PRIVATE SPONSORS:

PRIVATE SPONSORS. When the Period of Performance has ended, the Sponsor must provide a copy of an audit of this award prepared in accordance with Federal audit requirements to the applicable Airports District Office or Regional Office.

A Sponsor expending less than $1,000,000 in Federal awards and exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

** SELECT FOR PUBLIC SPONSORS:

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

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21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

    1. *Posting of contact information.*

        a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

    2. *Provisions applicable to a recipient that is a private entity.*

        a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:

            i. Severe forms of trafficking in persons;
            ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
            iii. The use of forced labor in the performance of this grant; or any subaward; or
            iv. Acts that directly support or advance trafficking in persons, including the following acts:
                a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
                b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

                    1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
                    2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

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c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
d) Charging recruited employees a placement or recruitment fee; or
e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
ii. Has an employee that is determined to have violated a prohibition in paragraph(2)a) of this Grant through conduct that is either:

a) Associated with the performance under this Grant; or
b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

a) Associated with the performance under this Grant; or
b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

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5. *Definitions. For purposes of this Grant award, term:*

   a. "Employee" means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or

      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

   b. "Private Entity" means:

      i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

      ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **IIJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated [Enter Date], is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4712, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. § 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of

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certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.

28. **Critical Infrastructure Security and Resilience.** The State or Sponsor, as applicable, acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000 et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **FAA Reauthorization Act of 2024**. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register in April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at: https://www.congress.gov/bill/118th-congress/house-bill/3935/text

31. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)b)(iv), Executive Order 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and

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b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

32. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

33. **National Airspace System Requirements.**

(a) The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

(b) If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

1) additional conditions on the award;
2) consistent with 49 U.S.C. chapter 471, any remedy permitted under 2 CFR 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs; requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
3) any other remedy legally available.

(c) In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

(d) The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

34. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to FAA requests received prior to February 1, 2025.

35. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

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SPECIAL CONDITIONS

36. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:

    a. House and maintain the equipment in a state of operational readiness on and for the airport;

    b. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;

    c. Restrict the vehicle to on-airport use only;

    d. Restrict the vehicle to the use for which it was intended; and

    e. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.

37. **Equipment or Vehicle Replacement (Trade-In).** The Sponsor agrees that it will use the proceeds from the trade-in or sale of equipment being replaced by this project to reduce the total project costs.

38. **Equipment or Vehicle Replacement (FMV).** The Sponsor agrees that it will use the Fair Market Value (FMV) of equipment being replaced by this project to reduce the total project costs.

39. **Equipment or Vehicle Replacement (Not FMV).** The Sponsor and the FAA agree that the Fair Market Value (FMV) of equipment being replaced by this project is less than $10,000 and that reimbursement to the FAA for the value of the replaced equipment to reduce the total project costs is not required.

40. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:

    a. House and maintain the vehicle in a state of operational readiness for the airport;

    b. Provide the necessary staffing and training to maintain and operate the vehicle;

    c. Restrict the vehicle to airport use only;

    d. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;

    e. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of agreement could require repayment of grant funding; and

    f. Submit a copy of the executed agreement to the FAA within 30 days of executing the agreement with the local government.

41. **Automated Weather Observing Systems (AWOS).** The Sponsor understands that the FAA Air Traffic Organization (ATO), pursuant to 49 U.S.C. § 44502(e), will not take over the ownership, operation, or maintenance of any Sponsor-acquired AWOS equipment unless:

    a. It was purchased between October 5, 2018, and December 31, 2021, or after January 1, 2022, by a Sponsor located in a non-contiguous state;

    b. The FAA determines the equipment meets FAA's performance specifications and acceptance criteria; and

    c. The FAA agrees to take over the equipment under a transfer plan.

    Furthermore, if the Sponsor meets the above criteria, then the Sponsor shall:

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1. Within 60 calendar days of grant acceptance, enter into a Memorandum of Agreement (MOA) with the FAA to establish a transfer plan;
2. Develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation requirements for the AWOS if the Sponsor does not have an agreement with the FAA to take over the system within 30 days of commissioning in accordance with 49 U.S.C. § 44502(e);
3. Within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and
4. Provide for the continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment unless the equipment is transferred to the ATO under 49 U.S.C. § 44502(e). The Sponsor shall notify the Airports District Office once the transfer has been completed.

If the ATO does not agree to take over the equipment in the transfer plan within 60 days after the Sponsor accepted the Grant offer, the Sponsor will have a 30-day option to either terminate the Grant Agreement or the Sponsor will be required to operate and maintain the equipment in accordance with paragraphs b and e-g above.

42. **Non-Transferrable AWOS.** The Sponsor acknowledges the equipment purchased with this Grant is not eligible for transfer at any time under 49 U.S.C. § 44502(e)(1) as it does not meet the required performance specifications and acceptance criteria in accordance with 49 U.S.C. § 44502(e)(2).
43. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as described by 49 U.S.C. § 47106(a)(6).
44. **Airport Layout Plan (ALP).** The Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as described by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said ALP is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an ALP in accordance with 49 U.S.C. § 47107(a)(16).
45. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
46. **Temporary Navigational Aids.** The Sponsor agrees that [Enter Type of Equipment] equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The Sponsor further agrees that upon construction, completion of this project, or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The Sponsor further agrees to make this equipment available, without cost, to be transferred to another airport as directed by the FAA.
47. **Notice to Proceed - Property Interest Acquired.** The Sponsor understands and agrees that the FAA authorization for the Sponsor to issue a notice to proceed with construction work will not be given until the Sponsor has adequately certified that good title will be acquired on the land on which construction is to be performed.

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48. **Title Evidence.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel(s) [Enter parcel number(s) and other land identifying information] until title evidence has been submitted to, and found to be satisfactory by the FAA, subject to no liens, encumbrances, reservations, or exceptions which, in the opinion of the FAA, might create an undue risk or interference with the use and operation of the airport.

49. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that it will not submit any payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26, including any amendments thereto), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23, including any amendments thereto).

50. **Environmental.** The environmental approval for this project was issued on [Enter Approval Date] This project includes the following mitigation measures:

    [Enter Mitigation Measures, if any]

    The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.

51. **Equipment Acquisition.** The Sponsor understands and agrees that any equipment acquired through this Grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

52. **Friction Measuring Devices.** The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.

53. **Security Cameras and/or CCTVs.** The Sponsor hereby certifies it has requested Transportation Security Administration (TSA) funding for security cameras and/or Closed Circuit Televisions (CCTVs) outside the scope of the airport's 49 CFR Part 1542 plan but TSA denied the request in writing on ___[Enter Date]___. The Sponsor further certifies cameras and/or CCTVs acquired and installed under this Grant will be for the sole use of the Sponsor and its personnel for airport purposes. Equipment purchased and installed under this Grant may not be operated by TSA, airlines, or other Federal, state, or municipal agencies except those included in a mutual aid agreement that provides active surveillance and incident response.

54. **Instrument Landing System and Associated Equipment in Project.** The Sponsor agrees that it will:

    a. Prior to commissioning, assure the equipment meets the FAA's standards; and

    b. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

55. **Wildlife Fence.** The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date this Grant was issued. The Sponsor

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understands that maintenance of the fence includes repair of damage to the fence or gates due to any reason.

56. **Update Accepted Exhibit "A" Property Map for Land in Project.** The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.

57. **Future Development Land.** The Sponsor agrees to perform the airport development which requires this land acquisition within [Enter Number of Years (20 or less)] years of this Grant Agreement and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within [Enter Number of Years] for the purpose for which it was acquired, the Sponsor will refund the Federal share of acquisition cost or the current fair market value of the land, whichever is greater.

58. **Master Plan Coordination.** The Sponsor agrees to coordinate this master planning study with metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

59. **Airport Layout Plan (ALP) Coordination.** The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed ALP or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.

60. **Airport-Owned Visual or Electronic Navigation Aids in Project.** The Sponsor agrees that it will:

    a. Provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment; unless the equipment is transferred by agreement to the FAA in accordance with 49 U.S.C. § 44502(e);

    b. Prior to commissioning, assure the equipment meets the FAA's standards; and

    c. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

61. **Site Selection.** The Sponsor understands and agrees that the Project cannot proceed beyond the site selection study until the Sponsor has received formal approval from the FAA to proceed.

62. **Airports Geographic Information System (GIS) Survey.** If the Airport's GIS survey is not reflected in the Airports Data Information Portal (ADIP) meeting FAA requirements within four (4) years from the date of grant execution, then the Sponsor may be required to repay that portion of this Grant related to survey work.

63. **Utilities Proration.** For purposes of computing the United States' share of the allowable project costs, the allowable cost of the [Enter Utility Name] included in the project must not exceed [Enter Percent (Numerical Value)] percent.

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64. **Utility Relocation in Project.** The Sponsor understands and agrees that:

    a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

    b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility, which easement is perpetual or valid for the term of the project, and which includes a right of access; and

    c. The utilities exclusively serve the Airport.

65. **Obstruction Removal.** The Sponsor agrees to clear Parcel(s) [Enter Parcel Numbers], as shown on Exhibit "A" Property Map, of the following obstructions: [Enter All Obstructions] prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures that result in an obstruction on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.

66. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

    a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

    b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

    c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

        1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

            i. Location of all runways, taxiways, and aprons;

            ii. Dimensions;

            iii. Type of pavement; and,

            iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

        2. Inspection Schedule.

            i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

            ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by

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inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

   i. Inspection date;

   ii. Location;

   iii. Distress types; and

   iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

67. **Project Containing Paving Work in Excess of $500,000.** The Sponsor agrees to:

a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

   1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

   2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

   3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

   4. Qualifications of engineering supervision and construction inspection personnel;

   5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

   6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs

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incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

68. **Preliminary Engineering.** This Phase 1 Grant is being issued in order to [Enter Justification for Preliminary Engineering].

    The Sponsor understands and agrees that within two (2) years from the execution of this Grant Agreement that the Sponsor will accept a grant to complete the final design phase for the Project identified in the Airport Capital Improvement Plan, subject to the availability of Federal funding. The Sponsor further understands that if the FAA has provided Federal funding to complete the final design for the Project, and the Sponsor has not completed the final design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

69. **State Highway Specifications.** The Sponsor agrees that because State highway specifications will be used for airfield pavement construction instead of FAA standard specifications, it will not seek AIP, Airport Infrastructure Grant (AIG), or supplemental appropriation grant funds for the rehabilitation or reconstruction of airfield pavement included in this Grant Agreement for a period of 10 years after construction is completed unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons per 49 U.S.C §§ 47105(c) or 47114(d)(4).

70. **Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that Airport Improvement Program (AIP), Airport Infrastructure Grant (AIG), or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

71. **Protection of Runway Protection Zone - Airport Property.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

72. **Protection of Runway Protection Zone - Easement.** The Sponsor, under the easement, agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

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73. **Acquisition of and Future Interest in the Runway Protection Zone.** The Sponsor agrees that it will acquire [Enter the Fee Title or Easement] in the Runway Protection Zones for runways that presently are not under its control within [Enter Number of Years] years of this Grant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

74. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment included in this Grant:

    a. Will be maintained and used at the airport for which they were purchased;

    b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA; and

    c. Will be replaced, at the Sponsor's own cost, if disabled or seriously damaged during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the remaining portion of the useful life of the damaged vehicle or equipment, or life of Airport Emissions Reduction Credits (AERC) (if earned), whichever is longer.

    d. The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

75. **Recharging Systems Under Voluntary Airport Low Emissions (VALE) - Use and Operation Requirements.** The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the Federal share of the recharging project if the Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.

76. **Building IIJA Proration.** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the [Enter Name of Work Item] included in the project must not exceed [Enter Percent (Numerical Value)] percent of the actual cost of the entire building.

77. **Acquisition of Noise Land.** The Sponsor agrees that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA in accordance with Airport Sponsors Grant Assurance 31, as codified at 49 U.S.C. § 47107(c)(2). It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.

78. **Annual Noise Report.** As a condition of this Airport Infrastructure Grant, the Sponsor agrees to provide to the FAA an annual report of funds expended and actions associated with this Grant within 90 days following the end of each Federal fiscal year the Grant remains open. The report must provide the following information:

    a. Total noise grant funds expended during the fiscal year;

    b. Amount of funds expended by Program Element(s) as identified in the Sponsor's Noise Compatibility Program (NCP);

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c. Number of parcels mitigated by noise contour and Program Element as identified in the Sponsor's NCP;

d. Total number of people impacted by the Sponsor's NCP by Day/Night Average Sound Level (DNL) contour and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor's NCP;

e. A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor's NCP, including a list by address for mitigation actions shown on the map;

f. A written plan outlining actions being planned for the next year based on the Sponsor's priorities and the NCP; and

g. Other information as required by the FAA.

79. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

80. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

    a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;

    b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

    c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.

81. **Grants Issued on Estimates.** The Sponsor understands and agrees that this Grant Offer is made and accepted based on estimates for [Enter Project Name]; and the parties agree that within [Enter Number of Days] days from the date of acceptance of this Grant Offer, the Sponsor will receive bids for [Enter Project Being Bid] contained within the project description, which is more fully described in the Project Application. If, after the Sponsor has received bids, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000.00 or five percent (5%), whichever is greater based on the actual bid prices received, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The Sponsor understands that amendment calculations will then be limited by this reduced maximum obligation.

82. **Consultant Contract and Cost Analysis.** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

83. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is

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completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

84. **Force Account.** The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to the Sponsor incurring costs and that no reimbursement payments will be made on that portion of this Grant until the Sponsor has received FAA approval for the force account information.

85. **Program Income and Revenue from Real Property.** The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this Grant received while the Grant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the Grant is closed, all net revenues produced from real property purchased in part with Federal funds in this Grant must be used on the airport for airport planning, development, or operating expenses in accordance with 49 U.S.C. §§ 47107(b) and 47133. This income may not be used for the Sponsor's matching share of any grant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.

86. **Uniform Relocation Act.** The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs, as further required in accordance with Airport Sponsors Grant Assurance 35 and Non-Airport Sponsors Undertaking Noise Compatibility Program Projects Grant Assurance 21, as applicable.

87. **Ineligibility of Previously Mitigated Structures.** The Sponsor understands and agrees that AIG funds may only be applied to mitigate noise impacts with sound insulation treatment for eligible structures under 14 CFR Part 150 one single time, and that no structures in this Grant have been previously mitigated through the installation of sound insulation treatment using Airport Improvement Program (AIP), AIG, or other Federal airport development funds.

88. **Appropriations Report Exception for Previously Insulated Structures.** The Sponsor understands and agrees that AIG funds may only be applied to eligible residential buildings under 14 CFR Part 150 that also were previously mitigated with sound insulation treatment prior to 1993, provided the Sponsor submits to the FAA evidence the residential building continues to fall within an existing day-night average sound level (DNL) 65 decibel (dB) contour and have an interior noise level of DNL 45 dB or higher. Residential buildings eligible under this special condition are limited to the purchase and installation of sound insulation treatments for windows and doors that conform to currently published FAA standards that would achieve a measurable reduction in interior noise levels.

89. **Noise Projects on Privately Owned Property.** The Sponsor understands and agrees that no payment will be made under the terms of this Grant Agreement for work accomplished on privately owned land until the Sponsor submits the Agreement with the owner of the property required by the Airport Sponsors and Non-Airport Sponsors Undertaking Noise Compatibility Program Projects Grant Assurance 5, Preserving Rights and Powers, and Planning Agency Sponsors Grant Assurance 4, Preserving Rights and Powers, and the FAA has determined that the

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Agreement is satisfactory. At a minimum, the Agreement with the private owner must contain all the following provisions:

a. The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests;

b. The property owner is responsible for maintenance and operation of the items installed, purchased, or constructed under this Agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items;

c. If the Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds; and

d. The property owner's right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the effectiveness of the noise compatibility measures during the useful life of such measures.

90. **Non-Federally Funded Work in Application.** The Sponsor understands and agrees that:

a. The Project Application includes the planning and/or construction of [Enter Description of Non-Grant Work] that is not being funded with any Federal funding in this project;

b. Although the Sponsor has estimated a total project cost of $[Enter Total Project Amount - All eligible and non-eligible work], the total allowable cost for purposes of determining Federal participation equals $[Enter Allowable Project Costs - all eligible costs, all phases, federal and non-federal share];

c. It must maintain separate accounting of cost records for Federally and non-Federally funded work;

d. All pertinent records supporting project costs must be made available for inspection and audit by the FAA when requested; and

e. All non-Federally funded work is the sole responsibility of the Sponsor.

91. **Preliminary Scope of Work.** This Grant is made and accepted upon the basis of a preliminary scope of work. The parties agree that within 30 days from the date of acceptance of this Grant, the Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in this Grant or in the Project Application is in respect to the final scope of work.

92. **Fueling System - Use and Operation Requirements.** This project includes the installation of a new aviation fueling system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport in accordance with the Grant Assurances, specifically Grant Assurances 24 and 25, codified at 49 U.S.C. § 47107(a)(13) and §§ 47107(b) and 47133, respectively, and FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696, as amended). The fueling system established under this Grant, will be operated solely by the Sponsor and/or the Sponsor's employees, will not be included in any third-party exclusive use lease, and will not be used in any way that would result in the granting of an exclusive right. The Sponsor is further obligated to operate and maintain the fueling system for the 20-year grant

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expected life, including meeting all local, state, and Federal regulations related to the fueling system.

93. **Privately Owned Airports.** The Sponsor understands and agrees that the portion of the airport dedicated for airport use as shown on the approved Exhibit "A" Airport Property Map dated [Enter MM/DD/YYYY of Exhibit "A"] must not be sold, exchanged, the title encumbered, or its use changed to a non-airport use without the written consent of the FAA.

    The Sponsor further understands and agrees that the portion of the Airport NOT dedicated to airport use, but financially contributing to the overall viability of the Airport (as shown on Exhibit "A" Airport Property Map) must continue to support the operation of the Airport for a period of [Enter Number of Years (Minimum 10 Years)] years from the date of this Grant.

94. **Land Acquisition.** The Sponsor agrees that no payments will be made on the Grant until the Sponsor has presented evidence to the FAA that it has recorded the Grant Agreement, including the Grant Assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the Grant Agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

95. **Compatible Land Use Planning and Projects.** The Sponsor agrees and understands that:

    a. It will achieve, to the maximum extent possible, compatible land uses consistent with Federal land use compatibility criteria in 14 CFR Part 150, and those compatible land uses will be maintained;

    b. It will provide, in the case of a planning grant, a land use plan that:

        1. Is reasonably consistent with the goal of reducing existing non-compatible land uses and preventing the introduction of additional non-compatible land uses;

        2. Addresses ways to achieve and maintain compatible land uses, including zoning, building codes, and any other land use compatibility measures identified under 49 U.S.C. § 47504(a)(2), that are within the authority of the Sponsor to implement;

        3. Uses noise contours provided by the airport operator that are consistent with airport operation and planning, including any noise abatement measures adopted by the Airport Operator as a part of its own noise mitigation efforts;

        4. Does not duplicate, and is not inconsistent with, the airport operator's noise compatibility measures for the same area; and

        5. Has been approved jointly by the airport owner or operator and the Sponsor.

    c. It will make provision to implement, or it has implemented, those elements of the plan ineligible for Federal financial assistance.

96. **Acquiring ARFF Vehicle in Excess of Minimum Standards.** This Grant is based in part on mitigating site-specific risks and protecting passengers based on current or reasonably forecast aeronautical activity levels. The certificate holder (Sponsor) will have and maintain a sufficient number of adequately trained personnel and sufficient financial resources to operate and maintain the associated equipment for its intended, on-airport purpose. This Grant does not set a precedent for future FAA support of similar equipment, particularly if aeronautical activity levels change.

97. **Payment Restriction - Legal Issue.** The Sponsor understands that, at the time of this Grant, the FAA is aware of a potential legal issue related to the Sponsor's procurement action for the

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project funded with this Grant. By accepting this Grant, the Sponsor agrees the FAA will not make, nor be obligated to make, any payments under this Grant until the Sponsor provides documentation satisfactory to the FAA that any pending legal matters related to the Sponsor's procurement action for the project under this Grant have been concluded. The Sponsor further understands, acknowledges, accepts, and agrees that:

a. It assumes all legal and financial risks if it elects to proceed with the project implementation prior to resolution of the procurement related legal matters;

b. The FAA may determine that legal costs are unallowable for reimbursement under this Grant if the costs are related to legal proceedings associated with the procurement action; and

c. The Sponsor will be required to return any funds for costs the FAA subsequently determines unallowable.

98. **Land Reimbursement Credit.** The Sponsor understands and agrees that the following property parcels are being claimed as credit for matching share under this Grant:

[Insert Parcel #, No. of acres]

These parcels become obligated airport property that must be depicted on a current Exhibit "A" Property Map. As part of this project, the Sponsor agrees to update the Exhibit "A" Property Map in a manner conforming to standards satisfactory to the FAA and which properly reflects the property parcels the Sponsor is claiming as matching share.

The Sponsor agrees that no payments will be made on the Grant until the Sponsor:

a. Presents evidence to the FAA that it has recorded the Grant Agreement and associated Grant Assurances in the public land records of the county courthouse; and

b. Submits, to FAA's satisfaction, an update to the Exhibit "A" Property Map which reflects the property tracts that are being used as credit toward the Sponsor's share for this Grant and any previous grants.

If within 18 months of grant execution, the Sponsor has yet to update the Exhibit "A" Property Map to the standards satisfactory to the FAA, the FAA may rescind this Grant Agreement and recover the funds awarded under this Grant.

↓ From Database: Shown when the airport is a small, medium, or large hub ↓

99. **Mothers' Rooms.** As a small, medium, or large hub airport, the Sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).

↑ Airport is a small, medium, or large hub ↑

100. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

101. **Usable Unit of Development**. The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the airport Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of

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development must be completed regardless of whether the Sponsor receives any additional federal funding.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On _____, before me, a Notary Public, personally appeared _____, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the foregoing instrument in their authorized capacity by their signature on the instrument.

_____

Signature of Notary

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{*Ttl_es_:signer1:title }}

(Title of FAA Official)

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[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated **{{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}**

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On _____, before me, a Notary Public, personally appeared _____, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the foregoing instrument in their authorized capacity by their signature on the instrument.

_____

Signature of Notary

[Selection Criteria: Sponsor Name]

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: **{{N_es_:signer2:fullname }}**

(Typed Name of Sponsor's Authorized Official)

Title: **{{*Ttl_es_:signer2:title }}**

(Title of Sponsor's Authorized Official)

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[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es_:signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __[Database: State Name]__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, Division J, Title VIII) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at **{{DateTime_es_:signer3:calc(now()):format(date," mmmm d, yyyy")}}**

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On _____, before me, a Notary Public, personally appeared _____, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the foregoing instrument in their authorized capacity by their signature on the instrument.

_____

Signature of Notary

By: **{{Sig_es_:signer3:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

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[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[4]

Dated **{{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}**

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On _____, before me, a Notary Public, personally appeared _____, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the foregoing instrument in their authorized capacity by their signature on the instrument.

_____

Signature of Notary

[Please Enter Co-Sponsor Name]

(Name of Sponsor)

{{Sig_es_:signer4:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: **{{N_es_:signer4:fullname }}**

(Typed Name of Sponsor's Authorized Official)

Title: **{{*Ttl_es_:signer4:title }}**

(Title of Sponsor's Authorized Official)

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[4] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es_:signer5: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __[Database: State Name]__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, Division J, Title VIII) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[5]

{{DateTime_es_:signer5:calc(now()):format(date," mmmm d, yyyy")}}

Dated at _____

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On _____, before me, a Notary Public, personally appeared _____, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the foregoing instrument in their authorized capacity by their signature on the instrument.

_____

Signature of Notary

By: {{Sig_es_:signer5:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Attorney)

TEMPLATE ONLY - DO NOT COPY

[5] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and

assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement.

Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal

to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

    1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

    2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

   1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

   2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or

   2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of

race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

   3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

   4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

      a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

      b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;

   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction

management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

ASSURANCES
PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect during the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. 49 U.S.C. 40103(e) – No Exclusive Rights at Certain Facilities.

c. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.

d. Hatch Act – 5 U.S.C. 1501, et seq.[1]

e. Rehabilitation Act of 1973 – 29 U.S.C. 794.

f. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

g. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. 12101 et seq.) (prohibits discrimination on the basis of disability).

h. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.

i. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.[1]

j. Drug-Free Workplace Act of 1988 – 41 U.S.C. 8101 through 8105.

k. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).

l. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

m. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 12372 - Intergovernmental Review of Federal Programs

b. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

c. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

d. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

e. Executive Order 14154 – Unleashing American Energy

f. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2, 3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

g. 28 CFR 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

h. 49 CFR Part 20 – New Restrictions on Lobbying.

i. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.

j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

l. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

m. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to private sponsors.

[2] 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

3. Preserving Rights and Powers

It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

4. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

5. Accounting System, Audit, and Record Keeping Requirements

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Planning Projects

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or

imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

7. Reports and Inspections.

d. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

e. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

8. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4; creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

9. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant or an Infrastructure Investment and Jobs Act Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (AC Checklist for AIP, IIJA and PFC Projects | Federal Aviation Administration) for AIP or IIJA projects

12. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801-3809, 3812).

[Selection Criteria: Grant Number Formatted]

ASSURANCES

NON-AIRPORT SPONSORS UNDERTAKING NOISE COMPATIBILITY PROGRAM PROJECTS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for noise compatibility projects undertaken by sponsors who are not proprietors of the airport which is the subject of the noise compatibility program.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. Sponsors are units of local government in the areas around the airport which is the subject of the noise compatibility program.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the

Sponsor and any applicable sub-recipient. The applicable provisions to this agreement include, but are not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended – 40 U.S.C.3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.

d. Hatch Act – 5 U.S.C. 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.[1]

l. 49 U.S.C. 303 (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403- 42 U.S.C. 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII

cc. Build America, Buy America Act, P.L. 117-58, Title IX..

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gener Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR 50.3 - U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official

representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. Sponsor Fund Availability.

a. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

b. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

3. Good Title.

For projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

4. Preserving Rights and Powers.

a. It will not enter into any transaction, or take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property for which it holds good title and upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be approved in advance by the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consistency with Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

7. Accounting System, Audit, and Record Keeping Requirements

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

8. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC 3141-3144, 3146, and 3147, Public Building, Property, and Works, which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

9. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

10. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement.

Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

11. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

12. Operation and Maintenance.

It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation..

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

15. Reports and Inspections.

It will:

f. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

g. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

h. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

i. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

16. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Name of Sponsor**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

   3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

   4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

      a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

      b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

17. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

18. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

19. Disposal of Land

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund or (2) be reinvested in an approved noise compatibility project including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.

b. Disposition of such land under (a) will be subject to the retention or reservation of any interest or right necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

20. Relocation and Real Property Acquisition

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

21. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26 or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801-3809, 3812).

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: July 16, 2025

Agenda Number: B-7

SUBJECT:

Memorandum of Understanding (MOU) with Mid Management (MM)

RECOMMENDATION:

It is recommended the City Council adopt a resolution approving the MOU between the City of Madera and MM effective July 16, 2025, through June 30, 2027

SUMMARY:

The existing MOU with MM expired June 30, 2025. Representatives of the City and MM met and conferred in good faith through the collective bargaining process and have reached agreement on the terms of a new MOU. In summary, the proposed agreement includes the following key terms.

- *Duration*: 2-year term
- *Salary*: 3% Cost-of-living adjustment (COLA) July 2025 and 2% COLA July 2026
- *Health Benefits*: City contribution will be equal to the Core+Dental+Vision premiums for the duration of the agreement
- *Longevity*: 3-tier longevity program based on years of full-time City service
- *Paid Holidays*: adds Juneteenth as a recognized City holiday
- *Boot Allowance*: increased boot allowance and revised list of eligible positions
- *Education Incentive Pay*: adds incentive pay for a Bachelor's Degree if not required by job description for position
- *Retention Bonus*: $1,500 lump sum for each employee in January 2026 and January 2027

- *Holiday Closure*: Contingent on an agreement with the General Bargaining Unit that also includes a Holiday Closure, non-safety services will be closed between Christmas Day and New Years' Day

DISCUSSION:

The City was represented in labor relations by Mr. Che Johnson of Liebert Cassidy Whitmore. City representatives have met with MM representatives to discuss the terms of a successor MOU. At this time, the parties have reached agreement on the terms to be contained in the new MOU. The proposed MOU is provided as an attachment in full, and includes the following changes from the previous MOU in summary.

<u>Core Economic Package</u>

- *Term*: 2 years, effective upon adoption by the City Council July 16, 2025, through June 30, 2027.
- *Salary*:
    1. Employees will receive a three percent (3%) COLA effective the pay period beginning July 12, 2025, with paycheck date August 1, 2025.
    2. Employees will receive a two percent (2%) COLA effective the pay period beginning June 13, 2026, with paycheck date July 3, 2026.
- *Health Insurance*: For the term of the agreement, the City's contribution cap will be set as follows:
    - For Anthem Core and Anthem Buy-up plans, the City contribution will be equal to the Anthem Core + Dental + Vision premiums at each enrollment level.
    - For Kaiser Core and Kaiser Buy-up plans, the City contribution will be equal to the Kaiser Core + Dental + Vision premiums at each enrollment level.
    - There is no change to the waiver amount; it will remain $450 per month.
- *Longevity Pay:* In recognition of continuous full-time City service, employees will be eligible for Longevity Pay effective the pay period that begins June 28, 2025. Continuous full-time City service will include time credited when an employee meets the criteria for Reinstatement under the City's Personnel Rules and Regulations. Longevity Pay will be as follows:

Table 1. *Longevity Pay Program*

Years of Service	*Pay Incentive*
10	2.5%
15	5.0%
20	7.5%

This 3-tier longevity program will replace the longstanding Y-Step program previously offered to MM employees. No employee will lose pay under the program transition; 4 employees will be grandfathered at 2.5% until they qualify for the 10-year category.

Lump Sum Payments

- *Retention Bonus*: All employees will be eligible for a $1,500 lump sum retention bonus to be paid in January 2026 and January 2027.

Ancillary Items

In addition to the Core Economic Package, the City and MM have agreed to the following ancillary items specific to the pay and benefits received by employees represented by MM.

- *Juneteenth Holiday*: Juneteenth will be a recognized City holiday with business offices closed.
- *Boot Allowance*: Boot allowance will increase from $150 per year to $250 per year for applicable positions.
- *Education Incentive Pay*: The group currently receives education incentive pay for Masters and Doctorate Degrees. Under the new agreement, individuals with a Bachelor's Degree will be eligible for a 5% incentive pay if a Bachelor's Degree is not a requirement of their position's job description.
- *Holiday Closure*: Non-safety functions will close between Christmas Day and New Years' Day for 2025 and 2026 similar to the closure offered under the prior agreement. However, under the new agreement, employees required to work during the closure due to safety functions will be scheduled off the following week as opposed to banking the time for future use.

Clarification Items

- *Bereavement Leave*: Language has been updated to comply with current California law regarding the duration of bereavement leave (up to 5 days). Language has also been added to comply with requirements for reproductive loss leave.
- *Family Sick Leave*: Language has been added to comply with California law regarding the ability to use Family Sick Leave for a Designated Person who may not be a blood or legal relation.
- *Health Benefit Contribution*: When an employee is terminated for cause or convenience by the City, health benefit contributions will be continued for the current benefit month regardless of paid status.
- *Notary Public Service*: The long-standing section on Notary Public Service prohibited use of the Notary designation for anything other than City business. Language has been added to clarify that the service can be used for documents needed by City employees and the Notary's friends and family if the service is provided free of charge and is in compliance with requirements for Notaries as set forth by the Secretary of State.

- *Jury Duty*: As jury service has changed to include multiple reporting times throughout the day, language has been added to clarify when an employee is excused from work and/or expected to be at work relative to jury service.
- *Professional License Fees*: The City has historically reimbursed for job-related professional license fees for Certified Public Accountants and Civil Engineers. This practice has been captured in the new MOU.
- *Uniforms*: The MM MOU was previously silent with regard to provision of uniforms, though the City has historically provided uniforms when they are required of the position. Language has been added to capture this practice.

FINANCIAL IMPACT:

The costs associated with the proposed MOU are summarized in Table 2 below. These estimates are based on current workforce and numbers may fluctuate slightly based on the current workforce each pay cycle or when lump sum payments are paid. For Year 1 expenses, monies for the package items noted as funded by the Operating Budget have been included in the adopted Fiscal Year 2025/26 budget. Year 2 expenses will be included when the Fiscal Year 2026/27 budget is prepared. For lump sum payments, a designation will be made in the City's undesignated General Fund balance and all lump sum payments, regardless of the employee's typical payroll expensing department, will be paid by General Fund.

Table 2. *Estimated Costs for Proposed MOU (rounded to nearest dollar)*

Compensation Element	*Estimated Cost*	*Source of Funds*
Year 1: Fiscal Year 2025/26		
Core Economic Package	$174,413	Operating Budget
Lump Sum Payments	$26,001	Undesignated General Fund Balance
Ancillary Items	$31,709	Operating Budget
Total Year 1	**$232,123**	
Year 2: Fiscal Year 2026/27		
Core Economic Package		
Recurring from Year 1	$174,413	Operating Budget
Additional Year 2	$88,723	Operating Budget
Lump Sum Payments	$26,001	Undesignated General Fund Balance
Ancillary Items	$31,709	Operating Budget
Total Year 2	**$341,601**	
Cumulative Contract Cost	**$573,723**	

Table 3 represents the current breakdown of compensation paid to MM employees by Fund and applies to items noted in Table 2 as being incorporated in the Operating Budget.

Table 3. *Payroll Cost Distribution by Fund for MM Positions*	
Fund	*Percent Allocation*
Airport	0.6%
Computer Maintenance	4.5%
Drainage	0.8%
Equipment Maintenance	1.5%
Facilities Maintenance	3.0%
Fixed Route Transit	2.4%
Fleet Acquisition	0.4%
General	71.1%
General Fund Grants	2.3%
Housing Development	0.4%
Para Transit	2.4%
PD Grants	0.2%
Sewer	5.2%
Solid Waste	1.2%
Water	3.9%

ALTERNATIVES:

Council may direct staff to return to the bargaining table and continue to negotiate the terms of a successor MOU. If the Council does not take action on the resolution at this time, existing agreement terms will continue until a successor MOU is agreed upon.

ATTACHMENTS:

1. Resolution
    a. Exhibit A: Memorandum of Understanding between the City and MM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MADERA AND MID MANAGEMENT EFFECTIVE JULY 16, 2025, THROUGH JUNE 30, 2027

WHEREAS, the City of Madera (City) and Mid Management (MM) previously entered into a Memorandum of Understanding (MOU) that will terminated June 30, 2025; and

WHEREAS, the City and representatives of MM have met and conferred in good faith regarding terms and conditions of a successor MOU; and

WHEREAS, the parties have reached agreement on a successor MOU regarding wages, hours, and terms and conditions of employment for positions represented by MM.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.
2. The Memorandum of Understanding between the City of Madera and Mid Management, a copy of which is attached hereto as Exhibit A and incorporated herein, is approved.
3. The City Manager is authorized to execute the Memorandum of Understanding on behalf of the City.
4. The Director of Financial Services is directed to designate and classify reserves from the undesignated General Fund balance into the designated classification for the $1,500 Retention Bonus payments as called for in the Memorandum of Understanding.
5. This resolution is effective immediately upon adoption.

* *

Exhibit A: Memorandum of Understanding between the City and MM

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF MADERA

AND

THE MID-MANAGEMENT EMPLOYEE GROUP

Effective July 16, 2025, to June 30, 2027

TABLE OF CONTENTS

Article 1 - Introduction 3
Article 2 - Full Understanding 3
Article 3 - Discrimination 3
Article 4 - Employee and Employer Rights 3
Article 5 – Mid Management Group Membership 4
Article 6 - Salaries 5
Article 7 – Workdays/Workweeks 5
Article 8 - Holidays 6
Article 9 - Anniversary Date 7
Article 10 - Vacation 7
Article 11 - Education Reimbursement and Education Incentive Pay 7
Article 12 – Education Incentive Pay 8
Article 13 - Bilingual Pay 8
Article 14 - Mileage Reimbursement 9
Article 15 - Sick Leave 9
Article 16 - Family Sick Leave 10
Article 17 – Bereavement Leave 11
Article 18 – Military Leave 11
Article 19 - Insurance Benefits 12
Article 20 – Retiree Paid Insurance Benefits 14
Article 21 - Workers' Compensation 14
Article 22 – Safety Boots 14
Article 23 - Retirement Plan 15
Article 24 - Deferred Compensation Plan 15
Article 25 - Notary Public Services 16
Article 26 – Temporary Assignment to Perform Duties of a Higher Classification 16
Article 27 – Holiday Closure 16
Article 28 – Jury Duty 16
Article 29 – Professional License Fees 17
Article 30 – Uniforms 17
Article 31 – Longevity Pay 17
Article 32 – Retention Bonus 17
Article 33 - Grievance Procedure 18
Article 34 - Corrective/Disciplinary Actions 18
Article 35 - Unwritten Conditions 21
Article 36 - Notice of Future Meet and Confer 21
Article 37 - Severability 21
Article 38 - Term 22

Article 1 - Introduction

The duly authorized representatives of the City of Madera, hereinafter referred to as the City, and the Mid-Management Employee Group, hereinafter referred to as the Group having met and conferred in good faith do hereby jointly prepare and execute this Memorandum of Understanding (MOU).

The purpose of this MOU is to affirm, promote and provide for harmonious relations, cooperation and understanding between the City and members of the Group. It is also intended to provide an equitable means of resolving any misunderstanding or differences which may arise regarding wages, hours and other terms and conditions of employment.

Article 2 - Full Understanding

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby terminated in their entirety.

This MOU shall govern in case of conflict with provisions of existing City and Department rules, regulations, and ordinances pertaining to wages, hours and other terms and conditions of employment. Otherwise existing City and Department rules, regulations and ordinances shall prevail and the City Council retains its power to legislate or take other appropriate actions not in conflict with this MOU.

Except for emergencies, the Group, if affected, shall be given reasonable advance written notice of proposed modification or adoption of any rule, regulation, or ordinance directly related to matters within the scope of representation and shall be given the opportunity to meet and confer with the City prior to adoption.

Article 3 - Discrimination

Employees or prospective employees shall not be employed, promoted, discharged or in any way favored, disadvantaged or discriminated against in any respect because of race, ancestry, religious creed, color, national origin, sex, pregnancy, marital status, sexual orientation, medical condition, mental or physical disability, Veteran’s status, request for family medical leave political opinion or affiliation, or association membership or activity; and, to the extent prohibited by applicable law, there shall be no discrimination because of age.

Article 4 - Employee and Employer Rights

The parties hereto agree that this Memorandum of Understanding does not, in any manner, abridge, modify or restrict the rights and prerogatives of the employees and the City as set forth in Resolution #4775 of the City of Madera and by this reference, said Resolution is incorporated herein as though set forth in full.

It is further understood and agreed that the City retains all its powers and authority to manage municipal services and the work force performing those services.

The City recognizes its obligations to meet and confer in good faith in accordance with the Meyers Milias Brown Act. However, it is agreed that during the term of this MOU the City shall not be

required to meet and confer on matters, which are solely a function of management, including but not strictly limited to:

1. Determining and modifying the organization of City government and its constituent work units.

2. Determining the nature, standards, levels and mode of delivery of services to be offered to the public.

3. Determining the methods, means and the numbers and kinds of personnel by which services are to be provided.

4. Determining whether goods; or services shall be made or provided by the City, or shall be purchased, or contracted for.

5. Directing employees, including scheduling and assigning work, work hours, and overtime.

6. Establishing employee performance standards and to require compliance therewith.

7. Discharging, suspending, demoting, reducing in pay, reprimanding, withholding salary increase and benefits, or otherwise disciplining employees, subject to the requirements of applicable law.

8. Relieving employees from duty because of lack of work or lack of funds or other legitimate reasons.

9. Implementing rules, regulations, and directives consistent with law and the specific provisions of this MOU.

10. All City rights formerly or presently claimed or vested in the City on the effective date of this MOU, even though not specifically set forth above, are retained by the City unless clearly and explicitly modified or restricted in this MOU.

Article 5 – Mid Management Group Membership

Maintenance of Membership

The group elected officials will notify the City's Payroll Department via email to payroll@madera.gov of any changes to union membership. Upon receipt of the change from the group elected officials, the City will make the change within the same pay period the notice is provided. The City will not make any changes to union membership without the group's elected officials giving such notice, unless an employee in the group is promoted to a position outside of the unit and their new classification is not covered under the MOU, then at that time only, the City will make the automatic changes to stop union dues. The City will not be held liable for Group dues deductions made or terminated based on notice from an authorized Bargaining Group representative.

Group Dues Deduction

The City shall deduct from the first two (2) paychecks in each calendar month of unit employees the regular [periodic] Group membership dues as certified by an authorized official of the

Bargaining Unit, pursuant to the Groups' deduction authorization form duly completed and signed by the employee, and transmit such deductions monthly to the Group. Such deduction shall be made only when the Group member's earnings for a pay period are sufficient after other legally required deductions are made. It is agreed that the City assumes no liability on account of any actions taken pursuant to this section. The Group will provide a thirty day written notice to the City's Human Resources Department of any changes in the amount of the dues.

New Employee Orientation

The City will provide the Group with two weeks advance notice (when possible) of any new employee's orientation or existing employee's promotion date into the unit and will give a Group representative up to 20 minutes as part of that orientation. The Group's part of the orientation will take place the during the first two weeks of the new employee's employment in an appropriate break room. The Group will make arrangements directly with the new employee regarding this orientation. The Group will be given a new employee's name, work unit, job classification, home address, personal cell phone, rate of pay and start date prior to the employee's start date to the extent the information is available.

Article 6 - Salaries

Effective the pay period beginning July 12, 2025, with pay date August 1, 2025, employees represented by this unit and employed with the City will receive a 3% base wage increase.

Effective the pay period beginning June 13, 2026, with paycheck date July 3, 2026, employees represented by this unit and employed by the City will receive a 2% base wage increase.

The salary schedule attached as Exhibit A reflects the salary plan that will be effective upon implementation of the base wage increase on each effective date noted above.

Article 7 – Workdays/Workweeks

Both the City and Mid-Management Group recognize that overtime rules are set at both the Federal and State level and these rules are not necessarily the same nor under control of the City or Group. It is the intent of the parties to comply with both Federal and State requirements on an ongoing basis. Both Federal and State regulations provide a 2-part test for determining whether a position is overtime exempt. The two parts are referred to as the duties test and the salaries test. All positions in the Mid-Management Group meet the duties test under either the 'Executive', 'Professional' or 'Administrative' exemption. As regulations change some positions will not meet the salary test at certain steps of their assigned salary range.

For any positions that do not meet either the Federal or State salary test at certain steps, employees working in those positions at those steps will be eligible for overtime pay as set by statute for all hours eligible for overtime under either the Federal or State statutes as they apply to the City of Madera. Employees may elect to accrue equivalent Compensatory Time Off (CTO) in lieu of cash payment for overtime hours worked. Use of available CTO shall be requested and approved in the same manner as vacation leave. The CTO time bank for each employee shall be capped at 240 hours.

Employees eligible to accrue CTO as well as employees who have a remaining CTO balance from prior positions or pay rates that were eligible for overtime who have a CTO balance on the books may make an annual request to cash-out CTO. Specifically, the employee may request an annual cash-out of CTO in writing to the payroll department no later than August 31 of each year to be paid the second payroll in September.

In recognition of the fact that all positions in the Mid-Management Group are expected to work all reasonable hours necessary to accomplish assigned tasks the represented positions will be credited with five days (40 Hours) of Administrative Leave at the beginning of each fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked over those scheduled, but is a benefit in recognition of duty requirements.

Generally, a regular workweek shall consist of 40 hours. These hours shall be scheduled by the City but shall not violate applicable State of California Labor Codes or existing City Personnel Rules and Regulations. Work schedules may be 5/8s, 4/10s or a 9/80 schedule. Authority to work a 4/10 or 9/80 schedule will be granted with the approval of the City Manager and the Department Head provided public service hours are not adversely impacted and customer service is maintained. Employees approved to work a 4/10 or 9/80 work schedule must commit to that work schedule for at least one year unless an unforeseen emergency dictates a return to his/her prior work schedule. Any request to modify an approved 4/10 or 9/80 work schedule must also include a commitment to maintain the modification for at least one year. Requests to discontinue a 4/10 or 9/80 work schedule within one year of approval and all requests to modify a 4/10 or 9/80 work schedule must be approved by the City Manager and Department Head.

Employees may request to flex their regular work schedule. Approval of such requests will be at the discretion of the Department Head.

Article 8 - Holidays

The parties agree that the following (8) hour days are established as holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

The parties agree that the following half days (4 hours) are established as partial holidays with pay: Good Friday and the last work day prior to Christmas or New Year’s Day.

The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday. Consistent with Personnel Rule IX Section 12, a new employee is not entitled to receive a paid holiday until he/she has actually worked for the City of Madera in a full time capacity for at least 1 scheduled work day.

If an employee is required to work a special mandatory event on a paid holiday, the paid holiday may be shifted within the same pay period to a date approved by the applicable Department Head. This is not meant to address situations in which an employee may work on a paid holiday to catch up on work or finish a project that is due, but is instead meant to capture such instances as the Parks Department’s 4th of July event in which employee attendance is mandatory and necessary for the success of the event. In these instances, the event is known in advance and all

arrangements should be made in advance. It is the employee's responsibility to request of his/her Department Head the appropriate day within the same pay period to shift the paid holiday to. If arrangements are not made prior to the end of the pay period in which the paid holiday occurs, the employee may not shift the paid holiday to a subsequent pay period.

In addition to the City observed holidays outlined above, employees in this unit will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave.

Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave.

Article 9 - Anniversary Date

Each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee's anniversary date has passed during the current fiscal year.

Article 10 - Vacation

Group employees earn vacation credits, dependent upon the number of years of service with the City, for each pay period an employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to a Group member upon retirement, resignation or termination.

COMPLETED YEARS = NUMBER OF HOURS RECEIVED PER PAY PERIOD

0 through 4 yrs.	=	3.6923 hrs. per pay period
5 through 9 yrs.	=	4.6156 hrs. per pay period
10 through 14 yrs.	=	5.5384 hrs. per pay period
15 through 19 yrs.	=	6.1538 hrs. per pay period
20 plus yrs.	=	6.4615 hrs. per pay period

Vacation may be used after completing six months of continuous service. The maximum vacation employees in this group are allowed to accumulate is 360 hours.

Employees represented by this bargaining unit may request to cash out up to 40 hours of vacation each fiscal year. To be eligible for such cash out provision, employees must make their request in writing to the payroll department no later than August 31 of each year for cash out to be paid the second payroll in September. Additionally, employees must have a vacation balance of at least 160 hours to request a cash out.

Article 11 - Education Reimbursement and Education Incentive Pay

Employees are eligible for job related educational reimbursement for courses with prior approval of their respective Department Head and City Administration and a minimum passing grade of "C" as follows:

- Books: 100%
- Tuition: 100%
- No mileage reimbursement allowed

The 100% reimbursement is limited to a total of $2,400 per fiscal year.
Reimbursement request must be submitted to the Human Resources Department no later than 45 days after completion of the course.

Scheduled time off for classes not offered during off work time must use compensatory, administrative or vacation time, not to exceed six (6) hours per week.

Article 12 – Education Incentive Pay

Employees in this unit will be eligible for education incentive pay as follows. These incentives cannot be combined. All incentives will be effective the first whole pay period following attainment of the incentivized achievement, however will not be retroactive more than 60 days unless the delay is caused by the educational institution and Human Resources is advised of said delay prior to the 60-day retroactive deadline. Employees must provide either a copy of their Diploma or Transcripts showing degree attainment to receive Education Incentive Pay. For any employee newly eligible for Education Incentive Pay upon approval of this Memorandum of Understanding, the employee must advise their Department Head of their eligibility by providing proof of their achievement.

5% of base pay only for an approved Bachelor's Degree if such a degree is not required by the applicable job description (effective beginning the pay period that starts July 12, 2025)
5% of base pay only for an approved Master's Degree
7% of base pay only for an approved Doctoral Degree, not to be combined with or compounded by the 5% Master's Degree incentive

Article 13 - Bilingual Pay

Eligibility for bilingual pay will be based on employee proficiency determined by testing. The City Manager shall determine the number of bilingual positions and tier levels needed for each department.

Tier #1. Successful passing of the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test, Social Services" with a proficiency rating of no less than a level three.

Tier #2. Successful passing of the CPS "Spanish Bilingual Proficiency Test, Social Service with a proficiency rating of either level four or five.

Tier #3. Successful passing of the CPS "Spanish Bilingual Proficiency Test, Social Services" with a proficiency rating of no less than six.

Compensation for the bilingual Tier system shall be as follows:

Tier # 1 $150 per month Tier # 2 $200 per month Tier # 3 $250 per month

The employees currently receiving bilingual' incentive pay shall continue to receive $50.00 per month unless they pass the CPS proficiency test at the designated level.

For represented employee's taking the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test, Social Services" in or after December 2010, bilingual incentive pay shall be determined as follows:

Tier #1. Successfully passing with a proficiency rating of no less than a level three. $150 per month

Tier #2. Successfully passing with a proficiency rating of no less than four. $200 per month

Tier #3. Successfully passing with a proficiency rating of no less than five. $250 per month

Article 14 - Mileage Reimbursement

For authorized use of an employee's vehicle, the employee will be reimbursed per mile at the current IRS rate. A valid California driver's license and insurance coverage is required.

Article 15 - Sick Leave

Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations manual.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in Article 15 of this MOU.

Employees hired/promoted to the Mid-Management Group prior to 7/1/83 may cash out sick leave per the following:

Years of Service	% of Leave	Years of Service	% Of Leave
5 (min)	10	13	28
6	12.5	14	29
7	15	15	30
8	17.5	16	34
9	20	17	38
10	25	18	42

11	26	19	46
12	27	20 (max)	50

Employees hired/promoted to Mid-Management 7/1/83 and later may cash out sick leave at the rate of 1 % a year for each year of service up to a maximum of 30% for 30 years. To be eligible employees must be employed with the City on a full time basis for a minimum of five years.

The cash out provision of sick leave pertains only to retirements and positive terminations. Negative terminations (discharge) are not, eligible for cash out of sick leave. An employee has the option to convert 100% of the remaining sick leave upon retirement to PERS service credit.

Article 16 - Family Sick Leave

Sick Leave may be used up to the limit of ninety-six (96) hours each calendar year:

1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

    1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

    1.2. Spouse or Registered Domestic Partner

    1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)

    1.4. Grandparent

    1.5. Grandchild.

    1.6. Sibling.

    1.7. Designated Person (employee may designate one designated person per 12-month period)

2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

    2.1. A temporary restraining order or restraining order.

    2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

    2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

    2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such leave is a part of Sick Leave accrual, not in addition to the annual accrual of Sick Leave. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

This time is part of, not in addition to, the 12 days (96 Hours) of sick leave earned per year.

Article 17 – Bereavement Leave

In the event of the death of the employee's parent, spouse, registered domestic partner, or child, employee shall be eligible for paid non-chargeable leave up to a maximum of three (3) days for in-state relatives and five (5) days for out-of-state relatives. Employees granted bereavement leave for a parent, spouse or child shall be paid for work hours regularly scheduled only but not worked.

When a death occurs in the immediate family of an employee, the employee shall be granted up to five (5) days leave for the death of a family member. Such time will be charged to sick leave, vacation leave, administrative leave or floating holiday at the employee's discretion. The immediate family is defined as current spouse, registered domestic partner, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparents.

In accordance with government code 12945.6, employees employed for 30 days or more with the City may take up to five (5) days of leave for a reproductive loss event. Reproductive loss leave is not required to be taken consecutively but must be completed within three (3) months of the loss. If an employee experiences more than one loss in a year, they are entitled to no more than twenty (20) days of reproductive loss leave in that one-year period. Employees may use any of their available accrued time off (vacation, sick or compensatory time off) to cover their reproductive loss leave. If an employee does not have any accrued leave time, they may be approved for unpaid leave.

Article 18 – Military Leave

An employee requesting Military Leave must furnish a copy of their official orders to the immediate supervisor and the Human Resources Department as far in advance as possible.

For the purposes of this MOU, active and inactive duty will be defined based on the Military and Veteran's Code as follows:

Active Duty: Active military training, encampment, naval cruises, special exercises, or similar activity as a member of the reserve corps or force of the armed forces of the United States, or the National Guard, or the Naval Militia.

Inactive Duty: Weekend drills as a member of an inactive unit of the National Guard or Reserves, or a similar activity.

Consistent with its statutory obligation the City continues an employee's pay for the first 30 days of active duty on a given fiscal year. For the purposes of administering paid military leave, 180 hours of paid military leave is equivalent to 30 days. Employees requesting military leave for active duty beyond 180 hours may request a leave without pay or the use of vacation, compensatory time off or holiday time. Per Opinion No. 395.05 of the California Attorney General in regards to sections 395.03 and 395.05 of the Military and Veterans Code, the City is obligated to maintain 30 days of pay only one time per activation.

When requesting leave for inactive duty an employee may request leave without pay or use of vacation, compensatory time off, or holiday pay.

However, when an employee is called to active duty as a result of a Presidential declaration of war or military action the City will pay the employee the difference between their City and military pay after verification of military pay has been received by the City. Such salary continuation will be provided after an employee has exhausted 180 hours of paid military leave in the fiscal year as noted above. The salary continuation will cease when the employee is discharged from active duty or twelve (12) months after the date of active duty commences, whichever comes first.

Employees called to active duty will remain eligible to accrue vacation (up to the maximum accrual noted in the MOU), sick leave and benefit allowance (dollars) for each period in which the salary continuation benefits are paid. Uniform and /or Boot allowance for the fiscal year will also be prorated in recognition of the limited use during active military duty. If an employee has already received the Uniform and/or Boot allowance for the fiscal year, the employee will reimburse the City on a prorated basis in recognition of the limited use during the active military duty.

An employee on Military Leave is to be reinstated to the position (or a position of similar seniority, status and pay) held prior to being called to active duty if: 1) the employee has given advance notice of military service, 2) the cumulative length of the absence including all previous absences from the position of employment by reason of military service does not exceed five years, and 3) the returning veteran reports or seeks to return to work within the time required by statute.

Article 19 - Insurance Benefits

The City shall provide a monthly benefit dollar amount, specified below, for each employee to purchase at a minimum employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each of 24 pay periods per calendar year provided an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost of the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in health insurance benefits if they provide evidence of other coverage. To comply with Internal Revenue Service (IRS) Regulations for "Eligible Opt Out Arrangements" under the Section 125 plan, Employees who seek to waive health benefits coverage must provide a copy of their insurance card demonstrating other coverage or provide sufficient plan information as determined by the City's Human Resources Department such as the carrier and group number of the plan. Additionally, to meet IRS requirements, employees must attest to the fact that the plan they have that allows them to waive participation in the City's plan meets Minimum Essential Coverage (MEC) requirements of the Affordable Care Act and that all members of their tax family have coverage that meets MEC requirements. Such waiver and attestation shall be captured on forms provided by the Human Resources Department. No portion of this MOU is meant to convey requirements more stringent than those required by the Affordable Care Act and/or IRS Regulations. Employees who waive coverage will receive $450/month.

For the term of this agreement only, the City's defined contribution towards health insurance will be capped using the following formula. At no time will the City's contribution exceed the combined premium for medical, dental and vision insurance at each enrollment level. The City's benefit plan year is January through December; upon confirmation of plan year premiums, the City will provide notice to employees of premiums and the City contribution based on the following formulas.

- The City contribution towards Kaiser Core and Buy-up plans will be the Kaiser Core plan premium + Vision premium + Dental premium
- The City contribution towards Anthem Core and Buy-up plans will be the Anthem Core plan premium + Vision premium + Dental premium
- There will be no change to the waiver amount.

Following expiration of this agreement, the City's defined contribution for health insurance will be set at the January 2027 core rates. There will be no automatic increases in the City's contributions unless specifically agreed to by the parties.

Because the City's benefit plans are administered in whole month increments, when an employee is terminated for cause or convenience by the City, benefit contributions as defined above will continue for the current coverage month regardless of paid status.

The City reserves the right to determine the carriers and will seek input from the bargaining units regarding plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

The City provides term life insurance for employees in the Group in the amount of $25,000 which includes accidental death and dismemberment (AD&D) coverage. The City also provides dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Article 20 – Retiree Paid Insurance Benefits

The City will allow retirees to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan.

Article 21 - Workers' Compensation

Employees represented by this group who have suffered an industrial injury that has been accepted as such by the City and are not able to return to duty are not eligible to receive monthly benefit allowance once they have been declared permanent and stationary by either their treating physician or the Workers' Compensation Appeals Board and they have exhausted all of their accruals, leaving them on unpaid status. At such time, the City will also no longer be required to provide life insurance, dependent life insurance, and long term disability insurance.

If the employee is on leave due to an industrial injury that has been accepted as such by the City and is cleared to return to full or part time work by his/her treating physician, the employee will use sick leave in accordance with the City of Madera Personnel Rules and Regulations or any other leave the employee may have accrued to attend to any additional medical or therapy appointments scheduled during the work shift.

When an employee is on leave due to an industrial injury that has been accepted as such by the City, the City is not obligated to pay any more temporary disability than that which is provided for in the California Labor Code or in this Memorandum of Understanding. Employees will use accrued sick, vacation, holiday or compensating time off to supplement temporary disability pay to provide a full regular paycheck.

Article 22 – Safety Boots

A safety boot allowance of $250.00 shall be provided annually with the second paycheck in July to the following positions:

Electrical and Facilities Operations Manager
Fleet Operations Manager
Wastewater Treatment Plant Manager
Water and Sewer Operations Manager
Street & Storm Drainage Operations Manager
Equipment Shop Supervisor
Streets and Storm Drainage Supervisor
Wastewater Collection System Supervisor
Water System Supervisor
Parks Supervisor
Construction Inspection Supervisor
Code Enforcement Supervisor

Employees who are hired into the above positions during the year shall receive a pro-rated paycheck based on the remaining number of months in the year. This equipment is to be worn at all times while performing City duties, except as authorized by the employee's department head.

Safety boots are classified by the Internal Revenue Service as supplemental wages and are subject to income tax withholding in accordance with Circular E, Employer's Tax Guide.

Article 23 - Retirement Plan

The City of Madera is a member of the California Public Employees' Retirement System (CalPERS). The specific retirement benefits each employee receives are governed by the contract between the City and CalPERS as well as the Government Code. Any employee contributions for the plans outlined below will be made as a pre-tax deduction in accordance with applicable tax law. Employees shall pay for the employee's contribution to the 1959 Survivor Benefit.

Miscellaneous Employees

Classic Formula: 2.5% @ 55 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to October 20, 2012. The City will pay the Employer Contribution. Employees will pay 3.375% towards the Employee Contribution, with the City paying the remaining 4.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

Tier I Formula: 2% @ 60 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after October 20, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 3.375% towards the Employee Contribution, with the City paying the remaining 3.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

PEPRA Formula: 2% @ 62 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 7%.

Article 24 - Deferred Compensation Plan

For members of this Group, the City pays an amount equal to 4.2% (rounded up or down) of the employee's salary into the deferred compensation plan.

Article 25 - Notary Public Services

The City Manager shall determine the positions eligible for City-paid Notary Public training. The City will pay for the costs associated with obtaining and maintaining the Notary Public designation, including supplies. If the City pays for Notary Public training or renewal, the services must only be provided for City business, documents for City employees, or documents for the employee's family and friends provided free of charge, as long as such family and friends services do not conflict with any requirements as set forth by the California Secretary of State for public notaries.

Article 26 – Temporary Assignment to Perform Duties of a Higher Classification

Permanent employees assigned in writing to perform duties of a higher classification shall receive a five percent (5%) increase, or to the first step of the higher level class, whichever is greater, after working fifteen (15) consecutive days, or 120 hours, in such higher paid class. To be eligible for such pay the employee must assume a majority of the duties and responsibilities of the higher level class, and the assignment must be approved by the City Manager.

Article 27 – Holiday Closure

Contingent upon approval of this same provision by the Madera Affiliated City Employees' Association representing the General Bargaining Unit, the City will close non-safety functions of City services between Christmas Day (December 25) and New Years' Day (January 1,) for 2025 and 2026. The City will provide for employees who are not normally required to work on holidays their normally scheduled work days between December 25 and January 1 during the term of this agreement as days off with no loss in pay.

The City Manager may approve requests from Department Directors regarding necessary and/or safety services that must be performed during the identified Holiday Closure defined above. If approved by the City Manager, City will provide notice by November 1 to any employee to whom this applies. For any employee whose position with the City requires they work as normally scheduled during the dates identified above, said employee will take their Holiday Closure January 2-7.

Article 27 shall be applicable solely during the term of this MOU which terminates on June 30, 2027. It shall become null and void thereafter and will be eliminated from the MOU unless specifically agreed to by side letter or subsequent MOU agreement.

Article 28 – Jury Duty

Employees who are required to report for Jury Duty will not be required to report to work prior to their attendance at Jury Duty if the time to report to jury duty is at or before 10:00 am. For jury duty report times occurring after 10:00 am, the Department Director will have the authority to approve an appropriate excusal time taking into account any required clean-up and travel time. Any time between the employee's regular work start time and the time the employee must report to Jury Duty will be considered Jury Duty leave and paid in accordance with the City's Personnel Rules, Rule XIX, Section 2. Employees must provide a copy of their Jury Duty summons in advance of reporting for Jury Duty and must submit proof from the Court Clerk of their attendance at Jury Duty and the time they were dismissed if not required to serve.

Article 29 – Professional License Fees

The City shall pay the cost to renew professional licenses for the following classifications:

1. Professional Engineer (Civil)
    a. Associate Civil Engineer
    b. Senior Civil Engineer
    c. Deputy City Engineer
2. Certified Public Accountant
    a. Accountant I/II
    b. Financial Services Manager

Article 30 – Uniforms

If employees are required to wear uniforms, they shall be provided by the City. Replacement of worn uniforms shall also be the City's responsibility. Any employee issued a uniform shall be responsible for replacement of such if it becomes lost or damaged through negligence on the part of the employee.

Article 31 – Longevity Pay

In recognition of continuous full-time City employment, employees represented by this unit will be eligible for longevity pay as follows. For any employee approved for rehire under the reinstatement provision of the City's Personnel Rules & Regulations, years of service will be calculated using the adjusted Service Date, calculated as Rehire Date + prior full-time continuous service. This is the same adjusted Service Date used for benefit accrual calculations for reinstated employees.

As this is a new pay upon approval of this Memorandum of Understanding, current employees will be eligible for Longevity Pay the pay period that begins July 12, 2025, with pay date August 1, 2025. When an employee becomes eligible for a new Longevity Pay rate in the future based on years of service, the pay will be effective the first whole pay period following the applicable anniversary date.

For any employee employed at the time of signing of this Agreement who achieved the Y-Step provided under a prior Agreement who is not yet eligible based on Years of Service as identified below, said employee will be placed on the first incentive level identified below of 2.5% and will continue to receive the 2.5% until such time that they achieve a Years of Service milestone providing an increase to their Longevity Pay.

Years of Service	Percent of Base Salary
10	2.5%
15	5.0%
20	7.5%

Article 32 – Retention Bonus

Employees represented by this unit and employed with the City at the time of paycheck issuance will receive a retention bonus payment in the amount of $1,500 to be paid in the January 16, 2026, and January 15, 2027, paychecks. This provision shall automatically sunset after January 15, 2027.

Article 33 - Grievance Procedure

Definition: A grievance is defined as a complaint of an employee or a group of employees concerning the interpretation or application of the provisions of the Memorandum of Understanding or the City Personnel Rules and Regulations.

A grievance does not include concerns or complaints whereby the solution would require the exercise of legislative power such as the adoption or amendment of a resolution, rule, regulation or policy established by legislative or judicial bodies other than the City Council; concerns or complaints regarding disciplinary action of an employee who has appeal rights as expressed in the MOU or City Rules and Regulations; and/or concerns or complaints whereby the solution is within the scope of representation subject to the meet and confer process.

Step 1: An employee shall first discuss the issue with the immediate supervisor as soon as practical and in any event no later than 10 working days from the occurrence or the knowledge of the occurrence of the issue. The supervisor will review the matter and attempt to resolve the issue on a timely basis.

Step 2: If the employee is not satisfied with the response of the immediate supervisor during the informal review, the employee may submit the issue for formal review. This is accomplished by preparing a written request for review stating the specific City policy and/or provision of the applicable MOU that was improperly applied, and stating the specific resolution desired. This written request is to be submitted to the immediate supervisor for review within 5 working days of receipt of the supervisor's response during the informal review. The supervisor has 5 working days to respond to the formal grievance.

Step 3: If not satisfied with the response at Step 2, the employee may request, in writing, the matter be reviewed by the Department Head. This review must be requested within 5 working days of the receipt of the response at Step 2. The Department Head shall schedule a meeting to hear the grievance within 10 working days of receipt and shall provide a written decision within 5 working days of hearing the grievance.

Step 4: If not satisfied with the decision of the Department Head, the employee may request, in writing, the matter be reviewed by the City Manager or designee. The request must be submitted within 5 working days of receipt of the decision at Step 3. The City Manager will provide further review of the issue as appropriate and prepare a written response to the employee within 10 working days of receipt of the written request for review. The decision of the City Manager or designee is final and not subject to further appeal or review.

If the employee fails to respond within the time periods provided, the grievance is withdrawn and is not subject to further review or appeal. If City management fails to respond within the time periods provided, the employee may proceed to the next step in the process. The City and the employee may mutually agree to extend the time periods discussed above or may agree to waive Steps 1-3 when the issue involves staff from more than one department or when the subject of the grievance is not within the jurisdiction of the supervisor or Department Head.

Article 34 - Corrective/Disciplinary Actions

Corrective/Disciplinary Action may be taken against any regular employee of the City up to and including termination of employment when employee performance or behavior is determined to

be below expectations desired or outside the standards of the work environment. The City will administer a progressive discipline approach up to and including termination of employment. However, the City reserves the right to determine the form of discipline to be imposed based on several factors, including but not limited to, the severity and frequency of the cause of action as well as the employment history of the employee.

Grounds for Corrective Disciplinary Action

Poor performance or any violation of a City rule, regulation, policy, procedure, or ordinance may require Corrective/Disciplinary Action. The poor performance or violation may involve a single incident or a series of infractions. In this regard, acts which may be the basis for action up to and including termination of employment include, but are not limited to, the following:

Fraud in securing employment

Incompetence

Inefficiency

Inexcusable neglect of duty

Insubordination

Dishonesty

Unauthorized absence without leave

Conviction of a felony or conviction of a misdemeanor involving moral turpitude

Continued or flagrantly discourteous treatment of the public or another employee

Improper political activity

Misuse or theft of City property

Violation of City rules, regulations, policies, procedures or ordinances

Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City or an employee's employment or creates a conflict of interest

Falsifying, and/or unauthorized removal or destruction of City records

Unauthorized possession of firearms or explosives

Harassment (sexual or otherwise) of another employee or member of the public

Gambling on duty or while on City property

Either (a) the sale, purchase, transfer, possession, or consumption of alcoholic beverages or illegal drugs or (b) the use of drugs which impair the senses or the ability to perform the job during normal working hours or on City premises

Excessive tardiness

Failure to properly report absence

Types of Corrective/Disciplinary Action

Corrective/Disciplinary Action normally progresses from the least to the most severe action. However, some available actions may be bypassed depending upon the severity of the infraction. Nothing in this section shall be interpreted as restricting the City's right to take Corrective/Disciplinary Action, including the immediate placement of an employee on Administrative Leave with pay, if in the sole discretion of the City doing so would prevent the disruption of City services or potential harm to others.

It is recognized that many problems not directly associated with an employee's job can have an effect on job performance. In such situations, the City may believe that an employee may benefit from professional assistance outside the work place and may require an employee to consult with the Employee Assistance Program as part of the Corrective/Disciplinary Action process.

The following actions may be taken in an effort to achieve improved job performance or modify inappropriate work-related behavior.

Counseling: An informal discussion with an employee designed to clarify and remedy unacceptable behavior or performance. This discussion may include the clarification of standards and a review of performance or behavior that is determined to be below standard. Repeated instances may lead to a written counseling memo or electronic communication between the supervisor and employee reinforcing the verbal counseling already provided. Verbal or written counseling is documented by the immediate supervisor for future reference and is not subject to appeal.

Retraining**:** A documented effort to achieve appropriate performance or conduct when an employee's lack of skill or knowledge is determined to be the cause of the problem. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Oral Reprimand: A formal discussion with an employee about performance or conduct problems and City expectations and requirements. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Written Reprimand: A written document presented to an employee regarding performance or conduct problems and expectations and requirements. This document is maintained in the official personnel file and is subject to appeal only by sworn staff.

Disciplinary Suspension: An involuntary absence without pay for a period up to 30 calendar days. Suspension may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. (Note: Disciplinary suspensions from paid status for periods of less than one week are not applicable to employees classified as exempt for the purposes of the Fair Labor Standards Act unless they are imposed for infractions of safety rules of great significance.)

Disciplinary Salary Reduction: A reduction in pay from the employee's current step within the assigned salary range to any lower step within the same salary range.

Disciplinary Demotion: A change in status from a position in one classification to a position in a classification with a lower maximum salary.

Termination: Removal from City service. Removal may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. Termination is seldom used for a first offense unless the violation is so serious that no other response is appropriate.

Prior to the imposition of Corrective/Disciplinary action in the form of suspension, disciplinary salary reduction, demotion or termination, a written notice of the intended disciplinary action will be served on the employee. Such notice shall be served upon the employee personally or by mail and shall include a statement of the nature of the intended disciplinary action, a statement of the causes, a statement of the acts or omissions upon which the causes are based, a copy of the documents or material upon which the actions is based, a statement advising the employee of rights to respond to the notice before disciplinary action is taken, a statement advising the employee that if Corrective/Disciplinary Action is imposed, they may appeal to Civil Service Commission.

Employees wishing to respond to the notice of intended disciplinary action must make a request to the City Manager within 5 normal business days of the notice being served. The employee may respond either orally or in writing. The employee may be represented by another person in presenting his/her response. The individual representing the employee may not be someone directly involved with the employee's immediate working environment unless this individual is an official representative of the employee group. The City Manager may amend, modify or revoke any or all of the pending charges including the recommended disciplinary action if there are mitigating circumstances.

If the employee wishes to appeal any action imposed by the City Manager, the employee may file a written notice of appeal in response to the imposed action. A written notice to appeal must be filed with the Director of Human Resources within 10 working days from the effective date of the disciplinary action. The notice of appeal shall contain statements of fact, which would support the rescission or amendment of the imposed disciplinary action. Failure to file a written notice of appeal within this specified time period shall be deemed a waiver of any right to appeal the action taken. No exceptions to this failure to file time period shall be permitted.

Article 35 - Unwritten Conditions

All other conditions of employment shall not be affected by the absence of comment in this agreement.

Article 36 - Notice of Future Meet and Confer

The Group shall serve upon the City Manager a written request to meet and confer no later than May 1, 2027, to initiate improvements or changes in wages, hours or other terms and conditions of employment for members of the Group, which would take effect on or after July 1 of 2027. Such a request shall contain all of the changes in wages, hours, and other terms and conditions of employment proposed by the Group to take effect on or after July 1st of the Fiscal Year.

Article 37 - Severability

It is understood and agreed that this Memorandum of Understanding is subject to all present and future Federal and State laws and regulations and the provisions hereof shall be effective and

implemented only to the extent permitted by such laws and regulations. if any part of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal or State laws or regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable provisions of Federal or State laws or regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.

Article 38 - Term

This MOU shall be effective July 16, 2025, and shall remain in full force and effect until June 30, 2027, unless otherwise identified in this agreement.

SIGNATURES

MID-MANAGEMENT REPRESENTATIVES

Anna Osborn, CEA	Date
Nicole Say, Mid-Management Group President	Date
Ari Adams, Mid-Management Group Vice President	Date

CITY REPRESENTATIVE

Arnoldo Rodriguez, City Manager	Date

Exhibit A: Mid Management Salary Schedule

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Effective 7/12/2025							
Accountant I	322	$1,975.41	$2,074.09	$2,177.50	$2,286.23	$2,400.86	$2,520.82
Accountant II	362	$2,411.50	$2,532.05	$2,658.50	$2,791.46	$2,930.91	$3,077.46
Administrative Analyst I	358	$2,363.64	$2,481.82	$2,605.91	$2,736.50	$2,873.00	$3,016.59
Administrative Analyst II	386	$2,718.18	$2,854.09	$2,996.50	$3,146.59	$3,303.77	$3,468.64
Assistant Engineer	392	$2,800.32	$2,940.37	$3,087.50	$3,241.73	$3,404.23	$3,574.41
Associate Civil Engineer	445	$3,647.68	$3,830.28	$4,021.73	$4,222.64	$4,434.18	$4,655.78
Associate Planner	368	$2,484.77	$2,608.86	$2,739.46	$2,875.96	$3,020.14	$3,170.82
Code Enforcement Supervisor	380	$2,637.82	$2,769.59	$2,907.87	$3,053.82	$3,206.28	$3,366.41
Communications Specialist	358	$2,363.64	$2,481.82	$2,605.91	$2,736.50	$2,873.00	$3,016.59
Construction Inspection Supervisor	400	$2,914.37	$3,060.32	$3,213.37	$3,374.09	$3,542.50	$3,719.77
Deputy City Engineer	495	$4,681.19	$4,915.18	$5,161.00	$5,418.64	$5,689.87	$5,974.09
Electrical and Facilities Operations Manager	421	$3,236.41	$3,398.32	$3,567.91	$3,746.37	$3,933.68	$4,130.46
Engineering Project Manager	419	$3,203.91	$3,364.64	$3,532.46	$3,709.14	$3,894.68	$4,089.68
Executive Secretary	330	$2,055.78	$2,158.59	$2,266.14	$2,379.59	$2,498.37	$2,623.64
Executive Secretary to City Administrator	330	$2,055.78	$2,158.59	$2,266.14	$2,379.59	$2,498.37	$2,623.64
Financial Services Manager	446	$3,666.00	$3,849.18	$4,041.82	$4,243.91	$4,456.05	$4,678.82
Fleet Operations Manager	404	$2,973.46	$3,121.78	$3,277.77	$3,442.05	$3,614.00	$3,794.82
Grant Administrator	446	$3,666.00	$3,849.18	$4,041.82	$4,243.91	$4,456.05	$4,678.82
Grant Analyst	358	$2,363.64	$2,481.82	$2,605.91	$2,736.50	$2,873.00	$3,016.59
Human Resources Technician	290	$1,684.09	$1,768.00	$1,856.64	$1,949.41	$2,046.91	$2,149.14
Human Resources Technician II	310	$1,860.18	$1,953.55	$2,051.05	$2,153.87	$2,261.41	$2,374.27
Network Administrator	389	$2,758.96	$2,896.64	$3,041.41	$3,193.87	$3,353.41	$3,521.23
Park Project Manager	426	$3,317.96	$3,484.00	$3,658.32	$3,840.91	$4,032.96	$4,234.46
Parks Manager	385	$2,704.59	$2,839.32	$2,981.73	$3,130.64	$3,287.23	$3,451.50
Parks Supervisor	350	$2,271.46	$2,384.91	$2,504.27	$2,628.96	$2,760.73	$2,898.41
Procurement Services Manager	358	$2,363.64	$2,481.82	$2,605.91	$2,736.50	$2,873.00	$3,016.59

Exhibit A: Mid Management Salary Schedule

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Program Manager-Grants	366	$2,459.96	$2,582.87	$2,712.27	$2,847.59	$2,990.00	$3,139.50
Recreation/Community Programs Manager	390	$2,772.55	$2,911.41	$3,056.77	$3,209.82	$3,369.96	$3,538.96
Recreation/Community Programs Supervisor	353	$2,305.73	$2,420.96	$2,541.50	$2,668.55	$2,802.09	$2,942.14
Redevelopment Agency Secretary	342	$2,182.23	$2,291.55	$2,406.18	$2,526.14	$2,652.59	$2,785.55
Redevelopment Manager	427	$3,334.50	$3,501.14	$3,676.64	$3,860.41	$4,053.05	$4,255.73
Safety Officer	358	$2,363.64	$2,481.82	$2,605.91	$2,736.50	$2,873.00	$3,016.59
Senior Civil Engineer	475	$4,236.82	$4,448.37	$4,670.55	$4,904.55	$5,149.78	$5,406.82
Senior Planner	429	$3,368.18	$3,536.59	$3,713.28	$3,898.82	$4,093.82	$4,298.28
Solid Waste Manager	353	$2,305.73	$2,420.96	$2,541.50	$2,668.55	$2,802.09	$2,942.14
Streets & Storm Drainage Ops. Manager	385	$2,704.59	$2,839.32	$2,981.73	$3,130.64	$3,287.23	$3,451.50
Streets & Storm Drainage Supervisor	350	$2,271.46	$2,384.91	$2,504.27	$2,628.96	$2,760.73	$2,898.41
Tyler Munis Implementation Project Manager	408	$3,033.14	$3,185.00	$3,343.96	$3,511.18	$3,686.68	$3,871.05
Utility Billing Supervisor	334	$2,097.14	$2,201.73	$2,312.23	$2,427.46	$2,549.18	$2,676.23
Waste Water Treatment Plant Manager	459	$3,911.82	$4,107.41	$4,312.46	$4,528.14	$4,754.46	$4,992.59
Wastewater Collection System Supervisor	346	$2,226.55	$2,337.64	$2,454.64	$2,577.55	$2,706.36	$2,841.68
Water & Sewer Operations Manager	423	$3,268.91	$3,432.00	$3,603.96	$3,784.18	$3,973.28	$4,171.82
Water Meter & Conservation Supervisor	340	$2,160.96	$2,268.50	$2,381.96	$2,501.32	$2,626.59	$2,757.77
Water System Supervisor	385	$2,704.59	$2,839.32	$2,981.73	$3,130.64	$3,287.23	$3,451.50
Effective 6/13/2026							
Accountant I	322	$2,014.92	$2,115.57	$2,221.05	$2,331.95	$2,448.88	$2,571.24
Accountant II	362	$2,459.73	$2,582.69	$2,711.67	$2,847.29	$2,989.53	$3,139.01
Administrative Analyst I	358	$2,410.91	$2,531.46	$2,658.03	$2,791.23	$2,930.46	$3,076.92
Administrative Analyst II	386	$2,772.55	$2,911.17	$3,056.43	$3,209.53	$3,369.85	$3,538.01
Assistant Engineer	392	$2,856.33	$2,999.17	$3,149.25	$3,306.56	$3,472.31	$3,645.90
Associate Civil Engineer	445	$3,720.64	$3,906.88	$4,102.16	$4,307.09	$4,522.87	$4,748.89
Associate Planner	368	$2,534.47	$2,661.04	$2,794.25	$2,933.48	$3,080.54	$3,234.24
Code Enforcement Supervisor	380	$2,690.58	$2,824.98	$2,966.02	$3,114.90	$3,270.40	$3,433.74

Exhibit A: Mid Management Salary Schedule

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Communications Specialist	358	$2,410.91	$2,531.46	$2,658.03	$2,791.23	$2,930.46	$3,076.92
Construction Inspection Supervisor	400	$2,972.65	$3,121.53	$3,277.63	$3,441.58	$3,613.35	$3,794.17
Deputy City Engineer	495	$4,774.81	$5,013.49	$5,264.22	$5,527.01	$5,803.66	$6,093.58
Electrical and Facilities Operations Manager	421	$3,301.14	$3,466.29	$3,639.27	$3,821.29	$4,012.36	$4,213.07
Engineering Project Manager	419	$3,267.99	$3,431.93	$3,603.11	$3,783.32	$3,972.58	$4,171.48
Executive Secretary	330	$2,096.89	$2,201.76	$2,311.46	$2,427.18	$2,548.33	$2,676.11
Executive Secretary to City Administrator	330	$2,096.89	$2,201.76	$2,311.46	$2,427.18	$2,548.33	$2,676.11
Financial Services Manager	446	$3,739.32	$3,926.17	$4,122.66	$4,328.79	$4,545.17	$4,772.40
Fleet Operations Manager	404	$3,032.93	$3,184.21	$3,343.33	$3,510.89	$3,686.28	$3,870.72
Grant Administrator	446	$3,739.32	$3,926.17	$4,122.66	$4,328.79	$4,545.17	$4,772.40
Grant Analyst	358	$2,410.91	$2,531.46	$2,658.03	$2,791.23	$2,930.46	$3,076.92
Human Resources Technician	290	$1,717.77	$1,803.36	$1,893.77	$1,988.40	$2,087.85	$2,192.12
Human Resources Technician II	310	$1,897.39	$1,992.62	$2,092.07	$2,196.94	$2,306.64	$2,421.76
Network Administrator	389	$2,814.14	$2,954.57	$3,102.24	$3,257.74	$3,420.48	$3,591.65
Park Project Manager	426	$3,384.32	$3,553.68	$3,731.49	$3,917.73	$4,113.62	$4,319.15
Parks Manager	385	$2,758.68	$2,896.11	$3,041.36	$3,193.25	$3,352.97	$3,520.53
Parks Supervisor	350	$2,316.88	$2,432.61	$2,554.36	$2,681.54	$2,815.94	$2,956.38
Procurement Services Manager	358	$2,410.91	$2,531.46	$2,658.03	$2,791.23	$2,930.46	$3,076.92
Program Manager-Grants	366	$2,509.16	$2,634.52	$2,766.52	$2,904.54	$3,049.80	$3,202.29
Recreation/Community Programs Manager	390	$2,828.00	$2,969.64	$3,117.91	$3,274.02	$3,437.36	$3,609.74
Recreation/Community Programs Supervisor	353	$2,351.84	$2,469.38	$2,592.33	$2,721.92	$2,858.13	$3,000.98
Redevelopment Agency Secretary	342	$2,225.87	$2,337.38	$2,454.31	$2,576.66	$2,705.64	$2,841.26
Redevelopment Manager	427	$3,401.19	$3,571.16	$3,750.17	$3,937.62	$4,134.11	$4,340.84
Safety Officer	358	$2,410.91	$2,531.46	$2,658.03	$2,791.23	$2,930.46	$3,076.92
Senior Civil Engineer	475	$4,321.56	$4,537.33	$4,763.96	$5,002.64	$5,252.77	$5,514.96
Senior Planner	429	$3,435.55	$3,607.32	$3,787.54	$3,976.80	$4,175.70	$4,384.24
Solid Waste Manager	353	$2,351.84	$2,469.38	$2,592.33	$2,721.92	$2,858.13	$3,000.98

Exhibit A: Mid Management Salary Schedule

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Streets & Storm Drainage Ops. Manager	385	$2,758.68	$2,896.11	$3,041.36	$3,193.25	$3,352.97	$3,520.53
Streets & Storm Drainage Supervisor	350	$2,316.88	$2,432.61	$2,554.36	$2,681.54	$2,815.94	$2,956.38
Tyler Munis Implementation Project Manager	408	$3,093.80	$3,248.70	$3,410.84	$3,581.41	$3,760.42	$3,948.47
Utility Billing Supervisor	334	$2,139.08	$2,245.76	$2,358.47	$2,476.00	$2,600.17	$2,729.75
Waste Water Treatment Plant Manager	459	$3,990.06	$4,189.56	$4,398.71	$4,618.70	$4,849.55	$5,092.45
Wastewater Collection System Supervisor	346	$2,271.08	$2,384.39	$2,503.73	$2,629.10	$2,760.49	$2,898.52
Water & Sewer Operations Manager	423	$3,334.29	$3,500.64	$3,676.04	$3,859.87	$4,052.74	$4,255.26
Water Meter & Conservation Supervisor	340	$2,204.17	$2,313.87	$2,429.59	$2,551.35	$2,679.12	$2,812.93
Water System Supervisor	385	$2,758.68	$2,896.11	$3,041.36	$3,193.25	$3,352.97	$3,520.53

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: July 16, 2025

Agenda Number: B-8

SUBJECT:

Adoption of updated City of Madera Full Time Salary Schedules

RECOMMENDATION:

Adopt a resolution approving revised City of Madera Full Time Salary Schedules effective June 28, 2025, and July 12, 2025

SUMMARY:

The City is required by Government Code Sections 36506 and 37206 and the California Code of Regulations, title 2, §570.5 to publicly adopt its pay schedule. While the City publicly adopts individual actions such as agreements with labor units or classification plan amendments, the City also publicly adopts a consolidated schedule for all full time positions that is posted to the City's website. The requested action includes adoption of the City of Madera Full Time Salary Schedule for the following effective dates and reasons:

1. Effective June 28, 2025, reflecting a 3% Cost-of-Living Adjustment (COLA) for positions represented by the Madera Police Officers' Association (MPOA), Law Enforcement Mid Management (LEMM), and unrepresented department head positions; and
2. Effective July 12, 2025, reflecting a 3% Cost-of-Living Adjustment (COLA) for positions represented by Mid Management (MM).

DISCUSSION:

California Government Code §36506 and §37206 and California Code of Regulations, title 2, §570.5 require the City to publicly adopt its pay schedule. While the schedules are provided in individual MOUs or resolutions, the City typically adopts a consolidated schedule for all full time positions that is published on the City's website and provided to the California Public Employees' Retirement System (CalPERS) to ensure compliance with the above-noted code sections. As such,

staff has prepared two updates to the adopted City of Madera Full Time Salary Schedule as detailed below.

Full Time Salary Schedule effective June 28, 2025

The City Council approved successor Memorandums of Understanding (MOUs) with MPOA and LEMM that included 3% COLAs effective the pay period beginning June 28, 2025. Additionally, Council approved updated Standard Terms and Conditions for employment agreements with unrepresented department head positions that also include a 3% COLA effective June 28, 2025. Exhibit A to the resolution contemplated with this report reflects this COLA adjustment for the identified groups. There are no changes reflected on this iteration of the adopted salary schedule for the General Bargaining Unit (GBU) or Council's direct reports.

Full Time Salary Schedule effective July 12, 2025

The City Council is considering a successor MOU with MM on the July 16, 2025, agenda. If approved, the MOU includes a 3% COLA effective the pay period beginning July 12, 2025. This is the only change reflected on this iteration of the adopted salary schedule, found in Exhibit B to the resolution contemplated with this report.

FINANCIAL IMPACT:

The requested action is to adopt a consolidated public pay schedule; no new pay adjustments or increases are being requested besides those authorized by separate Council action. All negotiated pay increases were included when calculating salary and benefit projections in the adopted operating budget.

ALTERNATIVES:

Council may direct staff to modify the City's full time or part time salary schedules.

ATTACHMENTS:

1. Resolution adopting City of Madera Full Time Salary Schedules
    a. Exhibit A: City of Madera Full Time Salary Schedule effective June 28, 2025
    b. Exhibit B: City of Madera Full Time Salary Schedule effective July 12, 2025

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING THE CITY OF MADERA FULL TIME SALARY SCHEDULES EFFECTIVE JUNE 28, 2025, AND JULY 12, 2025

WHEREAS, the City of Madera (City) has negotiated and adopted Memorandums of Understanding with the Madera Police Officers' Association and Law Enforcement Mid Management groups that include 3% cost-of-living adjustment effective June 28, 2025; and

WHEREAS, the City has adopted revised Standard Terms and Conditions for unrepresented department heads that include a 3% cost-of-living adjustment effective June 28, 2025; and

WHEREAS, the City of Madera (City) has negotiated and adopted a Memorandum of Understanding with the Mid Management group that includes 3% cost-of-living adjustment effective July 12, 2025; and

WHEREAS, the City has prepared consolidated Full Time Salary Schedules that capture these changes to comply with California Government Code §36506 and §37206 and California Code of Regulations, title 2, §570.5, to be published on its website.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.
2. Effective June 28, 2025, the City of Madera Full Time Salary Schedule attached as Exhibit A and incorporated herein is approved.
3. Effective July 12, 2025, the City of Madera Full Time Salary Schedule attached as Exhibit B and incorporated herein is approved.
4. This resolution is effective immediately upon adoption.

* * * * * * * * * * * * * *

Exhibit A

City of Madera Full Time Salary Schedule effective June 28, 2025

City of Madera Full Time Salary Sechedule
Effective 6/28/2025

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
City Clerk	EXE	419	$2,931.18	$3,078.23	$3,231.76	$3,393.40	$3,563.15	$3,741.55
City Manager	EXE	587	$6,640.58	$6,972.76	$7,321.38	$7,687.47	$8,071.58	$8,475.29
Accountant (Junior)	GBU	282	$1,570.79	$1,649.38	$1,732.00	$1,818.62	$1,909.27	$2,005.08
Accounting Technician I	GBU	263	$1,429.08	$1,500.22	$1,575.38	$1,653.97	$1,736.59	$1,823.79
Accounting Technician II	GBU	283	$1,578.82	$1,657.42	$1,740.60	$1,827.80	$1,919.02	$2,014.83
Accounting Technician III	GBU	300	$1,718.23	$1,804.28	$1,894.35	$1,989.01	$2,088.84	$2,193.25
Administrative Assistant	GBU	303	$1,744.04	$1,831.25	$1,923.04	$2,019.42	$2,120.39	$2,225.95
Animal Control Officer	GBU	290	$1,635.04	$1,716.51	$1,802.56	$1,892.63	$1,987.29	$2,086.54
Assistant Planner	GBU	352	$2,227.10	$2,338.39	$2,455.43	$2,578.20	$2,707.28	$2,842.68
Building Permit Technician	GBU	288	$1,618.40	$1,699.29	$1,784.20	$1,873.70	$1,967.21	$2,065.89
Code Enforcement Officer I	GBU	310	$1,806.00	$1,896.65	$1,991.31	$2,091.13	$2,195.54	$2,305.12
Code Enforcement Officer II	GBU	330	$1,995.90	$2,095.72	$2,200.13	$2,310.28	$2,425.60	$2,547.22
Code Enforcement Officer III	GBU	350	$2,205.30	$2,315.45	$2,431.33	$2,552.38	$2,680.32	$2,813.99
Combination Building Inspector	GBU	348	$2,182.92	$2,292.50	$2,406.67	$2,527.14	$2,653.93	$2,786.45
Computer Technician I	GBU	344	$2,139.90	$2,247.18	$2,359.62	$2,477.23	$2,601.15	$2,731.38
Computer Technician II	GBU	375	$2,497.88	$2,622.95	$2,753.75	$2,891.44	$3,036.01	$3,188.04
Construction Inspector I	GBU	322	$1,917.87	$2,013.68	$2,114.08	$2,219.64	$2,330.94	$2,447.40
Construction Inspector II	GBU	342	$2,118.67	$2,224.80	$2,336.10	$2,452.56	$2,575.33	$2,704.42
Deputy City Clerk	GBU	311	$1,815.18	$1,905.83	$2,001.06	$2,101.46	$2,206.44	$2,316.59
Electrician II	GBU	361	$2,329.22	$2,445.68	$2,568.45	$2,696.38	$2,831.20	$2,972.91
Electrician III	GBU	381	$2,573.61	$2,702.69	$2,846.12	$2,979.22	$3,128.38	$3,285.00
Engineering Technician I	GBU	302	$1,735.44	$1,822.64	$1,913.28	$2,009.09	$2,109.49	$2,215.05
Engineering Technician II	GBU	322	$1,917.87	$2,013.68	$2,114.08	$2,219.64	$2,330.94	$2,447.40
Engineering Technician III	GBU	350	$2,205.30	$2,315.45	$2,431.33	$2,552.38	$2,680.32	$2,813.99
Facilities Maintenance Technician	GBU	289	$1,626.44	$1,707.90	$1,793.38	$1,882.88	$1,976.97	$2,076.22
Grants Specialist	GBU	299	$1,709.62	$1,795.10	$1,885.17	$1,979.26	$2,078.51	$2,182.35
Industrial Electrical Technician	GBU	381	$2,573.61	$2,702.69	$2,846.12	$2,979.22	$3,128.38	$3,285.00
Lead Electrician	GBU	401	$2,843.82	$2,986.10	$3,135.26	$3,291.88	$3,456.53	$3,629.22
Maintenance Technician	GBU	308	$1,788.22	$1,877.72	$1,971.80	$2,070.48	$2,173.74	$2,282.17
Mechanic I	GBU	286	$1,602.34	$1,682.66	$1,766.99	$1,855.34	$1,947.71	$2,045.24
Mechanic II	GBU	301	$1,726.83	$1,813.46	$1,904.11	$1,999.34	$2,099.16	$2,204.15

City of Madera Full Time Salary Sechedule
Effective 6/28/2025

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Mechanic III	GBU	321	$1,908.12	$2,003.35	$2,103.75	$2,208.74	$2,319.46	$2,435.35
Neighborhood Outreach Assistant	GBU	276	$1,524.32	$1,600.62	$1,680.94	$1,764.70	$1,853.05	$1,945.99
Neighborhood Outreach Coordinator	GBU	306	$1,770.43	$1,859.36	$1,952.30	$2,049.83	$2,151.94	$2,259.80
Office Assistant I	GBU	263	$1,429.08	$1,500.22	$1,575.38	$1,653.97	$1,736.59	$1,823.79
Office Assistant II	GBU	283	$1,578.82	$1,657.42	$1,740.60	$1,827.80	$1,919.02	$2,014.83
Parks Leadworker	GBU	323	$1,927.05	$2,023.43	$2,124.98	$2,231.11	$2,342.41	$2,459.45
Parks Worker I	GBU	263	$1,429.08	$1,500.22	$1,575.38	$1,653.97	$1,736.59	$1,823.79
Parks Worker II	GBU	283	$1,578.82	$1,657.42	$1,740.60	$1,827.80	$1,919.02	$2,014.83
Parks Worker III	GBU	303	$1,744.04	$1,831.25	$1,923.04	$2,019.42	$2,120.39	$2,225.95
Payroll Specialist	GBU	316	$1,861.08	$1,954.02	$2,052.12	$2,154.24	$2,262.09	$2,375.11
Plans Examiner	GBU	360	$2,317.74	$2,433.63	$2,555.25	$2,683.19	$2,817.43	$2,957.99
Public Works Equipment Operator	GBU	303	$1,744.04	$1,831.25	$1,923.04	$2,019.42	$2,120.39	$2,225.95
Public Works Maintenance Lead Worker	GBU	323	$1,927.05	$2,023.43	$2,124.98	$2,231.11	$2,342.41	$2,459.45
Public Works Maintenance Worker I	GBU	263	$1,429.08	$1,500.22	$1,575.38	$1,653.97	$1,736.59	$1,823.79
Public Works Maintenance Worker II	GBU	283	$1,578.82	$1,657.42	$1,740.60	$1,827.80	$1,919.02	$2,014.83
Purchasing Assistant	GBU	280	$1,555.30	$1,632.75	$1,714.78	$1,800.27	$1,890.34	$1,985.00
Recreation/Community Programs Coordinator	GBU	313	$1,833.54	$1,925.33	$2,021.14	$2,122.68	$2,228.82	$2,340.12
Solid Waste/Recycling Assistant	GBU	283	$1,578.82	$1,657.42	$1,740.60	$1,827.80	$1,919.02	$2,014.83
Solid Waste/Recycling Coordinator	GBU	313	$1,833.54	$1,925.33	$2,021.14	$2,122.68	$2,228.82	$2,340.12
Water Conservation Customer Service Representative	GBU	263	$1,429.08	$1,500.22	$1,575.38	$1,653.97	$1,736.59	$1,823.79
Water Conservation Specialist	GBU	283	$1,578.82	$1,657.42	$1,740.60	$1,827.80	$1,919.02	$2,014.83
Water Quality Specialist I	GBU	320	$1,898.37	$1,993.60	$2,093.43	$2,197.84	$2,307.99	$2,423.30
Water Quality Specialist II	GBU	340	$2,098.02	$2,202.43	$2,312.58	$2,428.47	$2,550.09	$2,677.45
Water Quality Specialist In Training	GBU	293	$1,659.14	$1,742.32	$1,829.52	$1,920.74	$2,017.12	$2,118.09
Water System Lead Worker	GBU	365	$2,376.26	$2,495.01	$2,620.08	$2,750.88	$2,888.57	$3,033.14
Water System Technician	GBU	350	$2,205.30	$2,315.45	$2,431.33	$2,552.38	$2,680.32	$2,813.99
Water System Worker I	GBU	293	$1,659.14	$1,742.32	$1,829.52	$1,920.74	$2,017.12	$2,118.09
Water System Worker II	GBU	320	$1,898.37	$1,993.60	$2,093.43	$2,197.84	$2,307.99	$2,423.30
Water System Worker III	GBU	340	$2,098.02	$2,202.43	$2,312.58	$2,428.47	$2,550.09	$2,677.45
WW Lab Analyst/Environmental Compliance Inspector I	GBU	345	$2,150.80	$2,258.08	$2,371.10	$2,489.85	$2,614.34	$2,745.15
WW Lab Analyst/Environmental Compliance Inspector II	GBU	365	$2,376.26	$2,495.01	$2,620.08	$2,750.88	$2,888.57	$3,033.14

City of Madera Full Time Salary Sechedule
Effective 6/28/2025

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
WWTP Lead Operator	GBU	383	$2,599.43	$2,729.66	$2,866.20	$3,009.05	$3,159.93	$3,317.70
WWTP Mechanic	GBU	375	$2,497.88	$2,622.95	$2,753.75	$2,891.44	$3,036.01	$3,188.04
WWTP Operator I	GBU	322	$1,917.87	$2,013.68	$2,114.08	$2,219.64	$2,330.94	$2,447.40
WWTP Operator II	GBU	344	$2,139.90	$2,247.18	$2,359.62	$2,477.23	$2,601.15	$2,731.38
WWTP Operator III	GBU	364	$2,364.79	$2,482.97	$2,606.89	$2,737.12	$2,874.23	$3,017.65
WWTP Operator In Training	GBU	301	$1,726.83	$1,813.46	$1,904.11	$1,999.34	$2,099.16	$2,204.15
Executive Secretary to the Chief of Police	LEMM	330	$2,055.78	$2,158.59	$2,266.14	$2,379.59	$2,498.37	$2,623.64
Police Auxiliary Services Supervisor	LEMM	350	$2,271.46	$2,384.91	$2,504.27	$2,628.96	$2,760.73	$2,898.41
Police Commander	LEMM	504	$4,895.68	$5,140.91	$5,397.96	$5,667.41	$5,951.05	$6,248.28
Police Lieutenant	LEMM	487	$4,498.00	$4,722.55	$4,958.91	$5,207.09	$5,467.09	$5,740.69
Police Office Supervisor	LEMM	350	$2,271.46	$2,384.91	$2,504.27	$2,628.96	$2,760.73	$2,898.41
Chief Building Official	M	464	$3,931.87	$4,128.26	$4,334.49	$4,551.74	$4,778.84	$5,018.10
City Engineer	M	525	$5,329.77	$5,596.26	$5,876.07	$6,169.79	$6,478.57	$6,802.41
Communications Manager	M	456	$3,777.77	$3,966.62	$4,165.33	$4,373.31	$4,592.29	$4,821.71
Director of Community Development	M	535	$5,602.63	$5,882.45	$6,176.74	$6,485.52	$6,809.94	$7,150.58
Director of Financial Services	M	525	$5,329.77	$5,596.26	$5,876.07	$6,169.79	$6,478.57	$6,802.41
Director of Human Resources	M	513	$5,020.41	$5,271.26	$5,534.85	$5,811.77	$6,102.01	$6,407.31
Director of Information Technology	M	500	$4,705.26	$4,940.47	$5,187.26	$5,446.79	$5,719.08	$6,005.26
Director of Parks & Community Services	M	509	$4,921.35	$5,166.98	$5,425.36	$5,696.48	$5,981.51	$6,280.44
Planning Manager	M	500	$4,705.26	$4,940.47	$5,187.26	$5,446.79	$5,719.08	$6,005.26
Police Chief	M	554	$6,159.36	$6,467.56	$6,790.82	$7,130.31	$7,486.59	$7,860.83
Public Works Operations Director	M	508	$4,896.44	$5,141.49	$5,398.71	$5,668.68	$5,951.96	$6,249.16
Crime Analysis Technician	MPOA	306	$1,823.55	$1,915.14	$2,010.86	$2,111.32	$2,216.50	$2,327.59
Police Corporal	MPOA	383	$2,677.41	$2,811.55	$2,952.18	$3,099.32	$3,254.73	$3,417.23
Police Officer I	MPOA	363	$2,423.32	$2,544.46	$2,671.50	$2,805.05	$2,945.68	$3,092.82
Police Officer II	MPOA	373	$2,547.41	$2,674.46	$2,808.59	$2,948.64	$3,096.37	$3,251.18
Police Officer Trainee	MPOA	333	$2,086.50	$2,191.09	$2,300.41	$2,415.64	$2,536.18	$2,663.23
Police Sergeant	MPOA	426	$3,317.96	$3,484.00	$3,658.32	$3,840.91	$4,032.96	$4,234.46
Property & Evidence Officer	MPOA	296	$1,734.91	$1,821.77	$1,912.77	$2,008.50	$2,108.96	$2,214.14
Public Safety Dispatcher	MPOA	294	$1,717.77	$1,803.46	$1,893.86	$1,988.41	$2,087.68	$2,192.27
Records Clerk	MPOA	270	$1,523.96	$1,600.18	$1,679.95	$1,764.46	$1,852.50	$1,945.27

City of Madera Full Time Salary Sechedule
Effective 6/28/2025

Job Title	B/U	Range	Bi-Weekly Pay Rate									
			A	B	C	D	E	F	F + 2.5%	F + 5%	F + 7.5%	F + 10%
Accountant I	MM	322	$1,917.87	$2,013.68	$2,114.08	$2,219.64	$2,330.94	$2,447.40	$2,508.58	$2,569.77	$2,630.95	$2,692.14
Accountant II	MM	362	$2,341.26	$2,458.30	$2,581.07	$2,710.15	$2,845.55	$2,987.82	$3,062.52	$3,137.21	$3,211.91	$3,286.60
Administrative Analyst I	MM	358	$2,294.79	$2,409.53	$2,530.01	$2,656.80	$2,789.32	$2,928.73	$3,001.95	$3,075.17	$3,148.39	$3,221.60
Administrative Analyst II	MM	386	$2,639.01	$2,770.96	$2,909.23	$3,054.95	$3,207.55	$3,367.61	$3,451.80	$3,535.99	$3,620.18	$3,704.37
Assistant Engineer	MM	392	$2,718.76	$2,854.72	$2,997.57	$3,147.31	$3,305.08	$3,470.30	$3,557.06	$3,643.82	$3,730.57	$3,817.33
Associate Civil Engineer	MM	445	$3,541.44	$3,718.71	$3,904.59	$4,099.65	$4,305.03	$4,520.17	$4,633.18	$4,746.18	$4,859.18	$4,972.19
Associate Planner	MM	368	$2,412.40	$2,532.88	$2,659.67	$2,792.19	$2,932.17	$3,078.47	$3,155.43	$3,232.39	$3,309.35	$3,386.31
Code Enforcement Supervisor	MM	380	$2,560.99	$2,688.93	$2,823.17	$2,964.87	$3,112.89	$3,268.36	$3,350.07	$3,431.78	$3,513.49	$3,595.20
Communications Specialist	MM	358	$2,294.79	$2,409.53	$2,530.01	$2,656.80	$2,789.32	$2,928.73	$3,001.95	$3,075.17	$3,148.39	$3,221.60
Construction Inspection Supervisor	MM	400	$2,829.48	$2,971.18	$3,119.77	$3,275.82	$3,439.32	$3,611.43	$3,701.72	$3,792.00	$3,882.29	$3,972.58
Deputy City Engineer	MM	495	$4,544.84	$4,772.02	$5,010.68	$5,260.82	$5,524.14	$5,800.09	$5,945.09	$6,090.10	$6,235.10	$6,380.10
Electrical and Facilities Operations Manager	MM	421	$3,142.15	$3,299.34	$3,463.99	$3,637.25	$3,819.11	$4,010.15	$4,110.41	$4,210.66	$4,310.91	$4,411.17
Engineering Project Manager	MM	419	$3,110.59	$3,266.64	$3,429.57	$3,601.11	$3,781.25	$3,970.57	$4,069.83	$4,169.10	$4,268.36	$4,367.62
Executive Secretary	MM	330	$1,995.90	$2,095.72	$2,200.13	$2,310.28	$2,425.60	$2,547.22	$2,610.90	$2,674.58	$2,738.26	$2,801.94
Executive Secretary to City Administrator	MM	330	$1,995.90	$2,095.72	$2,200.13	$2,310.28	$2,425.60	$2,547.22	$2,610.90	$2,674.58	$2,738.26	$2,801.94
Financial Services Manager	MM	446	$3,559.23	$3,737.07	$3,924.10	$4,120.30	$4,326.26	$4,542.54	$4,656.11	$4,769.67	$4,883.24	$4,996.80
Fleet Operations Manager	MM	404	$2,886.85	$3,030.85	$3,182.31	$3,341.79	$3,508.74	$3,684.29	$3,776.40	$3,868.51	$3,960.61	$4,052.72
Grant Administrator	MM	446	$3,559.23	$3,737.07	$3,924.10	$4,120.30	$4,326.26	$4,542.54	$4,656.11	$4,769.67	$4,883.24	$4,996.80
Grant Analyst	MM	358	$2,294.79	$2,409.53	$2,530.01	$2,656.80	$2,789.32	$2,928.73	$3,001.95	$3,075.17	$3,148.39	$3,221.60
Human Resources Technician	MM	290	$1,635.04	$1,716.51	$1,802.56	$1,892.63	$1,987.29	$2,086.54	$2,138.71	$2,190.87	$2,243.03	$2,295.20
Human Resources Technician II	MM	310	$1,806.00	$1,896.65	$1,991.31	$2,091.13	$2,195.54	$2,305.12	$2,362.75	$2,420.38	$2,478.01	$2,535.63
Network Administrator	MM	389	$2,678.60	$2,812.27	$2,952.83	$3,100.84	$3,255.74	$3,418.67	$3,504.14	$3,589.60	$3,675.07	$3,760.54
Park Project Manager	MM	426	$3,221.32	$3,382.53	$3,551.77	$3,729.04	$3,915.49	$4,111.12	$4,213.90	$4,316.68	$4,419.46	$4,522.24
Parks Manager	MM	385	$2,625.82	$2,756.62	$2,894.88	$3,039.45	$3,191.49	$3,350.97	$3,434.75	$3,518.52	$3,602.30	$3,686.07
Parks Supervisor	MM	350	$2,205.30	$2,315.45	$2,431.33	$2,552.38	$2,680.32	$2,813.99	$2,884.34	$2,954.69	$3,025.04	$3,095.39
Procurement Services Manager	MM	358	$2,294.79	$2,409.53	$2,530.01	$2,656.80	$2,789.32	$2,928.73	$3,001.95	$3,075.17	$3,148.39	$3,221.60
Program Manager-Grants	MM	366	$2,388.31	$2,507.64	$2,633.28	$2,764.65	$2,902.91	$3,048.06	$3,124.26	$3,200.46	$3,276.66	$3,352.87
Recreation/Community Programs Manager	MM	390	$2,691.79	$2,826.61	$2,967.74	$3,116.33	$3,271.80	$3,435.88	$3,521.78	$3,607.67	$3,693.57	$3,779.47
Recreation/Community Programs Supervisor	MM	353	$2,238.57	$2,350.44	$2,467.48	$2,590.82	$2,720.48	$2,856.44	$2,927.86	$2,999.27	$3,070.68	$3,142.09
Redevelopment Agency Secretary	MM	342	$2,118.67	$2,224.80	$2,336.10	$2,452.56	$2,575.33	$2,704.42	$2,772.03	$2,839.64	$2,907.25	$2,974.86
Redevelopment Manager	MM	427	$3,237.38	$3,399.16	$3,569.55	$3,747.97	$3,935.00	$4,131.78	$4,235.07	$4,338.36	$4,441.66	$4,544.95
Safety Officer	MM	358	$2,294.79	$2,409.53	$2,530.01	$2,656.80	$2,789.32	$2,928.73	$3,001.95	$3,075.17	$3,148.39	$3,221.60
Senior Civil Engineer	MM	475	$4,113.42	$4,318.80	$4,534.51	$4,761.70	$4,999.78	$5,249.34	$5,380.58	$5,511.81	$5,643.04	$5,774.28
Senior Planner	MM	429	$3,270.08	$3,433.59	$3,605.12	$3,785.26	$3,974.58	$4,173.08	$4,277.41	$4,381.74	$4,486.06	$4,590.39
Solid Waste Manager	MM	353	$2,238.57	$2,350.44	$2,467.48	$2,590.82	$2,720.48	$2,856.44	$2,927.86	$2,999.27	$3,070.68	$3,142.09
Streets & Storm Drainage Ops. Manager	MM	385	$2,625.82	$2,756.62	$2,894.88	$3,039.45	$3,191.49	$3,350.97	$3,434.75	$3,518.52	$3,602.30	$3,686.07
Streets & Storm Drainage Supervisor	MM	350	$2,205.30	$2,315.45	$2,431.33	$2,552.38	$2,680.32	$2,813.99	$2,884.34	$2,954.69	$3,025.04	$3,095.39
Tyler Munis Implementation Project Manager	MM	408	$2,944.79	$3,092.23	$3,246.56	$3,408.92	$3,579.31	$3,758.30	$3,852.26	$3,946.21	$4,040.17	$4,134.13
Utility Billing Supervisor	MM	334	$2,036.06	$2,137.60	$2,244.88	$2,356.75	$2,474.94	$2,598.28	$2,663.24	$2,728.19	$2,793.15	$2,858.11
Waste Water Treatment Plant Manager	MM	459	$3,797.88	$3,987.78	$4,186.85	$4,396.25	$4,615.98	$4,847.18	$4,968.36	$5,089.54	$5,210.72	$5,331.90
Wastewater Collection System Supervisor	MM	346	$2,161.70	$2,269.55	$2,383.14	$2,502.47	$2,627.54	$2,758.92	$2,827.89	$2,896.86	$2,965.84	$3,034.81
Water & Sewer Operations Manager	MM	423	$3,173.70	$3,332.04	$3,498.99	$3,673.97	$3,857.55	$4,050.31	$4,151.57	$4,252.83	$4,354.08	$4,455.34
Water Meter & Conservation Supervisor	MM	340	$2,098.02	$2,202.43	$2,312.58	$2,428.47	$2,550.09	$2,677.45	$2,744.39	$2,811.32	$2,878.26	$2,945.20
Water System Supervisor	MM	385	$2,625.82	$2,756.62	$2,894.88	$3,039.45	$3,191.49	$3,350.97	$3,434.75	$3,518.52	$3,602.30	$3,686.07

Exhibit B

City of Madera Full Time Salary Schedule effective July 12, 2025

City of Madera Full Time Salary Schedule
Effective 7/12/2025

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
City Clerk	EXE	419	$2,931.18	$3,078.23	$3,231.76	$3,393.40	$3,563.15	$3,741.55
City Manager	EXE	587	$6,640.58	$6,972.76	$7,321.38	$7,687.47	$8,071.58	$8,475.29
Accountant (Junior)	GBU	282	$1,570.79	$1,649.38	$1,732.00	$1,818.62	$1,909.27	$2,005.08
Accounting Technician I	GBU	263	$1,429.08	$1,500.22	$1,575.38	$1,653.97	$1,736.59	$1,823.79
Accounting Technician II	GBU	283	$1,578.82	$1,657.42	$1,740.60	$1,827.80	$1,919.02	$2,014.83
Accounting Technician III	GBU	300	$1,718.23	$1,804.28	$1,894.35	$1,989.01	$2,088.84	$2,193.25
Administrative Assistant	GBU	303	$1,744.04	$1,831.25	$1,923.04	$2,019.42	$2,120.39	$2,225.95
Animal Control Officer	GBU	290	$1,635.04	$1,716.51	$1,802.56	$1,892.63	$1,987.29	$2,086.54
Assistant Planner	GBU	352	$2,227.10	$2,338.39	$2,455.43	$2,578.20	$2,707.28	$2,842.68
Building Permit Technician	GBU	288	$1,618.40	$1,699.29	$1,784.20	$1,873.70	$1,967.21	$2,065.89
Code Enforcement Officer I	GBU	310	$1,806.00	$1,896.65	$1,991.31	$2,091.13	$2,195.54	$2,305.12
Code Enforcement Officer II	GBU	330	$1,995.90	$2,095.72	$2,200.13	$2,310.28	$2,425.60	$2,547.22
Code Enforcement Officer III	GBU	350	$2,205.30	$2,315.45	$2,431.33	$2,552.38	$2,680.32	$2,813.99
Combination Building Inspector	GBU	348	$2,182.92	$2,292.50	$2,406.67	$2,527.14	$2,653.93	$2,786.45
Computer Technician I	GBU	344	$2,139.90	$2,247.18	$2,359.62	$2,477.23	$2,601.15	$2,731.38
Computer Technician II	GBU	375	$2,497.88	$2,622.95	$2,753.75	$2,891.44	$3,036.01	$3,188.04
Construction Inspector I	GBU	322	$1,917.87	$2,013.68	$2,114.08	$2,219.64	$2,330.94	$2,447.40
Construction Inspector II	GBU	342	$2,118.67	$2,224.80	$2,336.10	$2,452.56	$2,575.33	$2,704.42
Deputy City Clerk	GBU	311	$1,815.18	$1,905.83	$2,001.06	$2,101.46	$2,206.44	$2,316.59
Electrician II	GBU	361	$2,329.22	$2,445.68	$2,568.45	$2,696.38	$2,831.20	$2,972.91
Electrician III	GBU	381	$2,573.61	$2,702.69	$2,846.12	$2,979.22	$3,128.38	$3,285.00
Engineering Technician I	GBU	302	$1,735.44	$1,822.64	$1,913.28	$2,009.09	$2,109.49	$2,215.05
Engineering Technician II	GBU	322	$1,917.87	$2,013.68	$2,114.08	$2,219.64	$2,330.94	$2,447.40
Engineering Technician III	GBU	350	$2,205.30	$2,315.45	$2,431.33	$2,552.38	$2,680.32	$2,813.99
Facilities Maintenance Technician	GBU	289	$1,626.44	$1,707.90	$1,793.38	$1,882.88	$1,976.97	$2,076.22
Grants Specialist	GBU	299	$1,709.62	$1,795.10	$1,885.17	$1,979.26	$2,078.51	$2,182.35
Industrial Electrical Technician	GBU	381	$2,573.61	$2,702.69	$2,846.12	$2,979.22	$3,128.38	$3,285.00
Lead Electrician	GBU	401	$2,843.82	$2,986.10	$3,135.26	$3,291.88	$3,456.53	$3,629.22
Maintenance Technician	GBU	308	$1,788.22	$1,877.72	$1,971.80	$2,070.48	$2,173.74	$2,282.17
Mechanic I	GBU	286	$1,602.34	$1,682.66	$1,766.99	$1,855.34	$1,947.71	$2,045.24
Mechanic II	GBU	301	$1,726.83	$1,813.46	$1,904.11	$1,999.34	$2,099.16	$2,204.15

City of Madera Full Time Salary Schedule
Effective 7/12/2025

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Mechanic III	GBU	321	$1,908.12	$2,003.35	$2,103.75	$2,208.74	$2,319.46	$2,435.35
Neighborhood Outreach Assistant	GBU	276	$1,524.32	$1,600.62	$1,680.94	$1,764.70	$1,853.05	$1,945.99
Neighborhood Outreach Coordinator	GBU	306	$1,770.43	$1,859.36	$1,952.30	$2,049.83	$2,151.94	$2,259.80
Office Assistant I	GBU	263	$1,429.08	$1,500.22	$1,575.38	$1,653.97	$1,736.59	$1,823.79
Office Assistant II	GBU	283	$1,578.82	$1,657.42	$1,740.60	$1,827.80	$1,919.02	$2,014.83
Parks Leadworker	GBU	323	$1,927.05	$2,023.43	$2,124.98	$2,231.11	$2,342.41	$2,459.45
Parks Worker I	GBU	263	$1,429.08	$1,500.22	$1,575.38	$1,653.97	$1,736.59	$1,823.79
Parks Worker II	GBU	283	$1,578.82	$1,657.42	$1,740.60	$1,827.80	$1,919.02	$2,014.83
Parks Worker III	GBU	303	$1,744.04	$1,831.25	$1,923.04	$2,019.42	$2,120.39	$2,225.95
Payroll Specialist	GBU	316	$1,861.08	$1,954.02	$2,052.12	$2,154.24	$2,262.09	$2,375.11
Plans Examiner	GBU	360	$2,317.74	$2,433.63	$2,555.25	$2,683.19	$2,817.43	$2,957.99
Public Works Equipment Operator	GBU	303	$1,744.04	$1,831.25	$1,923.04	$2,019.42	$2,120.39	$2,225.95
Public Works Maintenance Lead Worker	GBU	323	$1,927.05	$2,023.43	$2,124.98	$2,231.11	$2,342.41	$2,459.45
Public Works Maintenance Worker I	GBU	263	$1,429.08	$1,500.22	$1,575.38	$1,653.97	$1,736.59	$1,823.79
Public Works Maintenance Worker II	GBU	283	$1,578.82	$1,657.42	$1,740.60	$1,827.80	$1,919.02	$2,014.83
Purchasing Assistant	GBU	280	$1,555.30	$1,632.75	$1,714.78	$1,800.27	$1,890.34	$1,985.00
Recreation/Community Programs Coordinator	GBU	313	$1,833.54	$1,925.33	$2,021.14	$2,122.68	$2,228.82	$2,340.12
Solid Waste/Recycling Assistant	GBU	283	$1,578.82	$1,657.42	$1,740.60	$1,827.80	$1,919.02	$2,014.83
Solid Waste/Recycling Coordinator	GBU	313	$1,833.54	$1,925.33	$2,021.14	$2,122.68	$2,228.82	$2,340.12
Water Conservation Customer Service Representative	GBU	263	$1,429.08	$1,500.22	$1,575.38	$1,653.97	$1,736.59	$1,823.79
Water Conservation Specialist	GBU	283	$1,578.82	$1,657.42	$1,740.60	$1,827.80	$1,919.02	$2,014.83
Water Quality Specialist I	GBU	320	$1,898.37	$1,993.60	$2,093.43	$2,197.84	$2,307.99	$2,423.30
Water Quality Specialist II	GBU	340	$2,098.02	$2,202.43	$2,312.58	$2,428.47	$2,550.09	$2,677.45
Water Quality Specialist In Training	GBU	293	$1,659.14	$1,742.32	$1,829.52	$1,920.74	$2,017.12	$2,118.09
Water System Lead Worker	GBU	365	$2,376.26	$2,495.01	$2,620.08	$2,750.88	$2,888.57	$3,033.14
Water System Technician	GBU	350	$2,205.30	$2,315.45	$2,431.33	$2,552.38	$2,680.32	$2,813.99
Water System Worker I	GBU	293	$1,659.14	$1,742.32	$1,829.52	$1,920.74	$2,017.12	$2,118.09
Water System Worker II	GBU	320	$1,898.37	$1,993.60	$2,093.43	$2,197.84	$2,307.99	$2,423.30
Water System Worker III	GBU	340	$2,098.02	$2,202.43	$2,312.58	$2,428.47	$2,550.09	$2,677.45
WW Lab Analyst/Environmental Compliance Inspector I	GBU	345	$2,150.80	$2,258.08	$2,371.10	$2,489.85	$2,614.34	$2,745.15
WW Lab Analyst/Environmental Compliance Inspector II	GBU	365	$2,376.26	$2,495.01	$2,620.08	$2,750.88	$2,888.57	$3,033.14

City of Madera Full Time Salary Schedule
Effective 7/12/2025

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
WWTP Lead Operator	GBU	383	$2,599.43	$2,729.66	$2,866.20	$3,009.05	$3,159.93	$3,317.70
WWTP Mechanic	GBU	375	$2,497.88	$2,622.95	$2,753.75	$2,891.44	$3,036.01	$3,188.04
WWTP Operator I	GBU	322	$1,917.87	$2,013.68	$2,114.08	$2,219.64	$2,330.94	$2,447.40
WWTP Operator II	GBU	344	$2,139.90	$2,247.18	$2,359.62	$2,477.23	$2,601.15	$2,731.38
WWTP Operator III	GBU	364	$2,364.79	$2,482.97	$2,606.89	$2,737.12	$2,874.23	$3,017.65
WWTP Operator In Training	GBU	301	$1,726.83	$1,813.46	$1,904.11	$1,999.34	$2,099.16	$2,204.15
Executive Secretary to the Chief of Police	LEMM	330	$2,055.78	$2,158.59	$2,266.14	$2,379.59	$2,498.37	$2,623.64
Police Auxiliary Services Supervisor	LEMM	350	$2,271.46	$2,384.91	$2,504.27	$2,628.96	$2,760.73	$2,898.41
Police Commander	LEMM	504	$4,895.68	$5,140.91	$5,397.96	$5,667.41	$5,951.05	$6,248.28
Police Lieutenant	LEMM	487	$4,498.00	$4,722.55	$4,958.91	$5,207.09	$5,467.09	$5,740.69
Police Office Supervisor	LEMM	350	$2,271.46	$2,384.91	$2,504.27	$2,628.96	$2,760.73	$2,898.41
Chief Building Official	M	464	$3,931.87	$4,128.26	$4,334.49	$4,551.74	$4,778.84	$5,018.10
City Engineer	M	525	$5,329.77	$5,596.26	$5,876.07	$6,169.79	$6,478.57	$6,802.41
Communications Manager	M	456	$3,777.77	$3,966.62	$4,165.33	$4,373.31	$4,592.29	$4,821.71
Director of Community Development	M	535	$5,602.63	$5,882.45	$6,176.74	$6,485.52	$6,809.94	$7,150.58
Director of Financial Services	M	525	$5,329.77	$5,596.26	$5,876.07	$6,169.79	$6,478.57	$6,802.41
Director of Human Resources	M	513	$5,020.41	$5,271.26	$5,534.85	$5,811.77	$6,102.01	$6,407.31
Director of Information Technology	M	500	$4,705.26	$4,940.47	$5,187.26	$5,446.79	$5,719.08	$6,005.26
Director of Parks & Community Services	M	509	$4,921.35	$5,166.98	$5,425.36	$5,696.48	$5,981.51	$6,280.44
Planning Manager	M	500	$4,705.26	$4,940.47	$5,187.26	$5,446.79	$5,719.08	$6,005.26
Police Chief	M	554	$6,159.36	$6,467.56	$6,790.82	$7,130.31	$7,486.59	$7,860.83
Public Works Operations Director	M	508	$4,896.44	$5,141.49	$5,398.71	$5,668.68	$5,951.96	$6,249.16
Accountant I	MM	322	$1,975.41	$2,074.09	$2,177.50	$2,286.23	$2,400.86	$2,520.82
Accountant II	MM	362	$2,411.50	$2,532.05	$2,658.50	$2,791.46	$2,930.91	$3,077.46
Administrative Analyst I	MM	358	$2,363.64	$2,481.82	$2,605.91	$2,736.50	$2,873.00	$3,016.59
Administrative Analyst II	MM	386	$2,718.18	$2,854.09	$2,996.50	$3,146.59	$3,303.77	$3,468.64
Assistant Engineer	MM	392	$2,800.32	$2,940.37	$3,087.50	$3,241.73	$3,404.23	$3,574.41
Associate Civil Engineer	MM	445	$3,647.68	$3,830.28	$4,021.73	$4,222.64	$4,434.18	$4,655.78
Associate Planner	MM	368	$2,484.77	$2,608.86	$2,739.46	$2,875.96	$3,020.14	$3,170.82
Code Enforcement Supervisor	MM	380	$2,637.82	$2,769.59	$2,907.87	$3,053.82	$3,206.28	$3,366.41
Communications Specialist	MM	358	$2,363.64	$2,481.82	$2,605.91	$2,736.50	$2,873.00	$3,016.59

City of Madera Full Time Salary Schedule
Effective 7/12/2025

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Construction Inspection Supervisor	MM	400	$2,914.37	$3,060.32	$3,213.37	$3,374.09	$3,542.50	$3,719.77
Deputy City Engineer	MM	495	$4,681.19	$4,915.18	$5,161.00	$5,418.64	$5,689.87	$5,974.09
Electrical and Facilities Operations Manager	MM	421	$3,236.41	$3,398.32	$3,567.91	$3,746.37	$3,933.68	$4,130.46
Engineering Project Manager	MM	419	$3,203.91	$3,364.64	$3,532.46	$3,709.14	$3,894.68	$4,089.68
Executive Secretary	MM	330	$2,055.78	$2,158.59	$2,266.14	$2,379.59	$2,498.37	$2,623.64
Executive Secretary to City Administrator	MM	330	$2,055.78	$2,158.59	$2,266.14	$2,379.59	$2,498.37	$2,623.64
Financial Services Manager	MM	446	$3,666.00	$3,849.18	$4,041.82	$4,243.91	$4,456.05	$4,678.82
Fleet Operations Manager	MM	404	$2,973.46	$3,121.78	$3,277.77	$3,442.05	$3,614.00	$3,794.82
Grant Administrator	MM	446	$3,666.00	$3,849.18	$4,041.82	$4,243.91	$4,456.05	$4,678.82
Grant Analyst	MM	358	$2,363.64	$2,481.82	$2,605.91	$2,736.50	$2,873.00	$3,016.59
Human Resources Technician	MM	290	$1,684.09	$1,768.00	$1,856.64	$1,949.41	$2,046.91	$2,149.14
Human Resources Technician II	MM	310	$1,860.18	$1,953.55	$2,051.05	$2,153.87	$2,261.41	$2,374.27
Network Administrator	MM	389	$2,758.96	$2,896.64	$3,041.41	$3,193.87	$3,353.41	$3,521.23
Park Project Manager	MM	426	$3,317.96	$3,484.00	$3,658.32	$3,840.91	$4,032.96	$4,234.46
Parks Manager	MM	385	$2,704.59	$2,839.32	$2,981.73	$3,130.64	$3,287.23	$3,451.50
Parks Supervisor	MM	350	$2,271.46	$2,384.91	$2,504.27	$2,628.96	$2,760.73	$2,898.41
Procurement Services Manager	MM	358	$2,363.64	$2,481.82	$2,605.91	$2,736.50	$2,873.00	$3,016.59
Program Manager-Grants	MM	366	$2,459.96	$2,582.87	$2,712.27	$2,847.59	$2,990.00	$3,139.50
Recreation/Community Programs Manager	MM	390	$2,772.55	$2,911.41	$3,056.77	$3,209.82	$3,369.96	$3,538.96
Recreation/Community Programs Supervisor	MM	353	$2,305.73	$2,420.96	$2,541.50	$2,668.55	$2,802.09	$2,942.14
Redevelopment Agency Secretary	MM	342	$2,182.23	$2,291.55	$2,406.18	$2,526.14	$2,652.59	$2,785.55
Redevelopment Manager	MM	427	$3,334.50	$3,501.14	$3,676.64	$3,860.41	$4,053.05	$4,255.73
Safety Officer	MM	358	$2,363.64	$2,481.82	$2,605.91	$2,736.50	$2,873.00	$3,016.59
Senior Civil Engineer	MM	475	$4,236.82	$4,448.37	$4,670.55	$4,904.55	$5,149.78	$5,406.82
Senior Planner	MM	429	$3,368.18	$3,536.59	$3,713.28	$3,898.82	$4,093.82	$4,298.28
Solid Waste Manager	MM	353	$2,305.73	$2,420.96	$2,541.50	$2,668.55	$2,802.09	$2,942.14
Streets & Storm Drainage Ops. Manager	MM	385	$2,704.59	$2,839.32	$2,981.73	$3,130.64	$3,287.23	$3,451.50
Streets & Storm Drainage Supervisor	MM	350	$2,271.46	$2,384.91	$2,504.27	$2,628.96	$2,760.73	$2,898.41
Tyler Munis Implementation Project Manager	MM	408	$3,033.14	$3,185.00	$3,343.96	$3,511.18	$3,686.68	$3,871.05
Utility Billing Supervisor	MM	334	$2,097.14	$2,201.73	$2,312.23	$2,427.46	$2,549.18	$2,676.23
Waste Water Treatment Plant Manager	MM	459	$3,911.82	$4,107.41	$4,312.46	$4,528.14	$4,754.46	$4,992.59

City of Madera Full Time Salary Schedule
Effective 7/12/2025

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Wastewater Collection System Supervisor	MM	346	$2,226.55	$2,337.64	$2,454.64	$2,577.55	$2,706.36	$2,841.68
Water & Sewer Operations Manager	MM	423	$3,268.91	$3,432.00	$3,603.96	$3,784.18	$3,973.28	$4,171.82
Water Meter & Conservation Supervisor	MM	340	$2,160.96	$2,268.50	$2,381.96	$2,501.32	$2,626.59	$2,757.77
Water System Supervisor	MM	385	$2,704.59	$2,839.32	$2,981.73	$3,130.64	$3,287.23	$3,451.50
Crime Analysis Technician	MPOA	306	$1,823.55	$1,915.14	$2,010.86	$2,111.32	$2,216.50	$2,327.59
Police Corporal	MPOA	383	$2,677.41	$2,811.55	$2,952.18	$3,099.32	$3,254.73	$3,417.23
Police Officer I	MPOA	363	$2,423.32	$2,544.46	$2,671.50	$2,805.05	$2,945.68	$3,092.82
Police Officer II	MPOA	373	$2,547.41	$2,674.46	$2,808.59	$2,948.64	$3,096.37	$3,251.18
Police Officer Trainee	MPOA	333	$2,086.50	$2,191.09	$2,300.41	$2,415.64	$2,536.18	$2,663.23
Police Sergeant	MPOA	426	$3,317.96	$3,484.00	$3,658.32	$3,840.91	$4,032.96	$4,234.46
Property & Evidence Officer	MPOA	296	$1,734.91	$1,821.77	$1,912.77	$2,008.50	$2,108.96	$2,214.14
Public Safety Dispatcher	MPOA	294	$1,717.77	$1,803.46	$1,893.86	$1,988.41	$2,087.68	$2,192.27
Records Clerk	MPOA	270	$1,523.96	$1,600.18	$1,679.95	$1,764.46	$1,852.50	$1,945.27

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 16, 2025

Agenda Number: B-9

SUBJECT:

Acceptance of a grant award from the State of California Department of California Highway Patrol

RECOMMENDATION:

Adopt Resolutions:

1. Accepting the grant award in the amount of $83,468.
2. Amending the City's 2025/26 Adopted Budget by $83,468 to reflect revenues and expenditures related to the grant.

SUMMARY:

With the passage of Proposition 64 (Prop 64), which legalized recreational cannabis use, the State of California Department of California Highway Patrol (CHP) is sponsoring a grant program to combat impaired driving related to cannabis use. The City applied for assistance to address these issues in our community and has received official confirmation that our application was approved. Specifically, the CHP has awarded the Police Department (MPD) $83,468 to fund the anti-driving under the influence of drugs (DUID) program.

DISCUSSION:

When Proposition 64 was passed, California voters directed that a portion of cannabis tax revenue be allocated to the CHP for distribution as grants to local governments and eligible nonprofit organizations. In response, the CHP established the Cannabis Tax Fund Grant Program (CTFGP) to fulfill this mandate. The intent of the program is to enhance existing initiatives aimed at reducing impaired driving.

Through acceptance of the CTFGP grant, the MPD will strengthen its enforcement and public education efforts related to cannabis-impaired driving. The grant award of $83,468 will support overtime operations for DUID checkpoints and saturation patrols. These efforts are expected to

contribute to long-term reductions in fatal and injury-related collisions. Additionally, the grant includes funding for the purchase of two SoToxa Mobile Test Systems, which enables efficient and accurate roadside drug testing. It will also cover training costs for personnel to improve the identification and enforcement of drug-impaired driving offenses.

This would represent the first year the City receives funding through the CTFGP. Participation in the CTFGP not only provides critical financial support to enhance enforcement and education efforts but also positions the City to demonstrate measurable outcomes in reducing cannabis-impaired driving. By establishing a successful program during this initial grant cycle, the City may strengthen its eligibility for future funding opportunities under this and similar grant programs. The two-year funding cycle allows for the implementation of sustained strategies, enabling the MPD to build capacity, refine operations, and track progress over time.

FINANCIAL IMPACT:

Acceptance of the CTFGP award will not impact the General Fund. On the contrary, it provides $83,468 in dedicated funding to support the City's law enforcement efforts. These grant funds will help offset MPD expenditures associated with enforcing laws related to drug-impaired driving.

ALTERNATIVES:

Council may decline the grant funds or may request additional information.

ATTACHMENTS:

1. Resolution accepting the grant award and designating the City Manager as the Authorizing Official to execute all necessary documents
2. Resolution amending the Fiscal Year 2025/26 Adopted Budget by $83,468.

   Exhibit A - Line-item breakdown of proposed budget amendments
3. Grant agreement from the Department of California Highway Patrol

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING GRANT AWARD FROM THE STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL IN THE AMOUNT OF $83,468 AND DESIGNATING THE CITY MANAGER AS THE AUTHORIZING OFFICIAL TO ACCEPT THE GRANT AWARD

WHEREAS, the City of Madera Police Department is responsible for the safety of the citizens of the community; and

WHEREAS, the Police Department spends considerable resources in its efforts to provide frontline law enforcement services to the community; and

WHEREAS, the City Council of the City supports the efforts of the Police Department to secure resources by the most efficient means possible; and

WHEREAS, the State of California Department of California Highway Patrol has allocated $83,468 through the Cannabis Tax Fund Grant Program to the Police Department; and

WHEREAS, the grant funds will support traffic enforcement operations to mitigate impaired driving.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The foregoing recitals are true and correct.
2. The grant award of $83,468,000 from the State of California Department of California Highway Patrol is accepted.
3. The City Manager is designated as the Authorizing Official to accept the grant on the City's behalf and execute all related necessary documents related to the grant.
4. This resolution is effective immediately upon adoption.

* * * * * * * *

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2025/2026 BUDGET

WHEREAS, the City Council has authorized the City Manager to accept a grant award in the amount of $83,468 from the State of California Department of California Highway Patrol Cannabis Tax Fund Grant Program; and

WHEREAS, the amendments to the City of Madera Fiscal Year 2025/2026 Budget, listed in Exhibit A, attached hereto, are necessary to account for receipt of the grant funds and related expenditures.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds and order as follows:

1. The above recitals are true and correct.
2. The appropriations for the items listed in Exhibit A, attached hereto, are approved.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Financial Services, who is authorized to take such action as necessary to implement the terms of this resolution
4. The resolution is effective immediately upon adoption.

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EXHIBIT A

CITY OF MADERA FISCAL YEAR 2025/26 BUDGET AMENDMENT FOR DUID ENFORCEMENT GRANT

FUND	ORG CODE	PROJECT	OBJECT CODE	DESCRIPTION	(+)	(-)
CHP PROP 64 CANNABIS ENFORCEMENT						
4781	47813016	26CHP	4458	DUID Enforcement Grant		83,468
4781	47813016	26CHP	5100	Salaries/Overtime	46,816	
4781	47813016	26CHP	6530	Conference Training & Education	24,112	
4781	47813016	26CHP	7000	Vehicles and Equipment	12,540	
				TOTALS	**83,468**	**83,468**

Award Number
23383

1. GRANT TITLE
FY25/26 CTFGP Law Enforcement - City of Madera Police Department

2. NAME OF ORGANIZATION/AGENCY
City of Madera Police Department

3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT

4. PROJECT PERFORMANCE PERIOD
From: 07/01/2025 To: 06/30/2026

5. PURCHASE ORDER NUMBER

6. GRANT OPPORTUNITY INFORMATION DESCRIPTION
Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.

The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.

7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED $83,468.00

8. TERMS AND CONDITIONS
The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.

The parties hereto agree to comply with the Terms and Conditions of the following attachments:

- Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure
- Schedule B – Detailed Budget Estimate
- Schedule B-1 – Budget Narrative

We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.

IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.

9. APPROVAL SIGNATURES

A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY
Name: Arnoldo Rodriguez
Title: City Manager
Phone: (559) 661-5402

Address: 205 West Fourth Street
Madera, CA 93637

E-Mail: arodriguez@madera.gov

_____ _____
(Signature) *(Date)*

B. AUTHORIZED OFFICIAL OF CHP
Name: Andrew Beasley Phone: (916) 843-4360
Title: Captain Fax: (916) 322-3169

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: ABeasely@chp.ca.gov

_____ _____
(Signature) *(Date)*

C. ACCOUNTING OFFICER OF CHP
Name: M. V. Fojas Phone: (916) 843-3531
Title: Commander Fax: (916) 322-3159

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: Michelle.Fojas@chp.ca.gov

_____ _____
(Signature) *(Date)*

10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS

Name: Mike Lima
Title: Director of Financial Services
Phone: (559) 661-5402

Address: 205 West Fourth Street
Madera, CA 93637

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.

2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.

3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.

4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.

5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.

2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.

3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.

4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.

5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

TERMS AND CONDITIONS

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.

    a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee's control which would excuse the Grantee's performance as a matter of law.

    b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.

2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.

4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

TERMS AND CONDITIONS

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about:

        i. The dangers of drug abuse in the workplace.

        ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.

        iii. Any available counseling, rehabilitation, and employee assistance programs.

        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Every employee who works on the Project will:

        i. Receive a copy of the company's drug-free workplace policy statement.

        ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:

    a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

TERMS AND CONDITIONS

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:

    a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.

    b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.

    c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.

    d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

TERMS AND CONDITIONS

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.

2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.

2. Current State Employees:

    a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.

    b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.

3. Former State Employees:

    a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.

    b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.

4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.

6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.

7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.

8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.

2. Law Enforcement Projects:

   a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.

   b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

City of Madera Police Department

All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase.

Project Description

The department is seeking funding to provide additional training of sworn staff as it relates to impaired driving enforcement, and funding to conduct additional impaired driving saturation patrols. The department seeks funding to purchase roadside equipment related to identifying drivers under the influence of drugs. The department seeks to train an additional four officers in SFST, advanced Roadside Impairment (ARIDE 16 hrs. each), Drug Recognition Expert Training (DRE 96 hrs. each) and funding to backfill those vacancies while officers are in training.

Problem Statement & Proposed Solution

The Madera Police Department serves a community of approximately 68,000 people and is located in the Central Valley. Madera is comprised of primarily agriculture industries which require residents to drive more than those who live in an urban areas. According to the California DUI-MIS Report of 2022, Madera County has a DUI arrest rate of 1.1 per 100 licensed drivers. The California state average is 0.6 per 100 licensed drivers which means Madera County's average is over 50% higher than the State's average. Consequently, those figures lead towards the identification of a DUI problem.

Recently Madera City officials have approved several permits for cannabis dispensaries which could affect those choosing to drive while under the influence of cannabis. In calendar year 2024, Madera PD Officers arrested 312 drivers for driving while impaired and of those, 15 were arrested for driving while under the influence of drugs.

With additional funding for training, backfill of man hours due to our staff attending training, equipment, and funds geared for DUI enforcements our department can continue to address our DUI issues.

Currently the department only has five DRE trained officers which is the most certified DRE’s the department has ever had. The department understands the importance of having properly trained officers to evaluate drivers during roadside stops for impairment whether it be for alcohol or drugs. The department is looking to spread out more DRE trained officers across all four patrol shifts. This will require specialized training and additional funding to attend these courses and supplement our patrol staff while officers attend these trainings. The required schedule of classes to reach the DRE certification is lengthy and will required multiple weeks of training. A department of our size will immediately feel the effects of reduced staffing due to the vacancies for officers to attend these trainings and budgetary issues created by this training schedule.

If provided the opportunity to receive funding for more DRE trained officers, it will result in the arrest of more individuals who are driving while impaired. The department recognizes the importance of building a DRE program and ensuring that we have the latest tools and training to assist in the evaluation of drivers.

Schedule A

Performance Measures/Scope of Work

1. The goal is to remain visible in our community through proactive impaired driving enforcement. This will likely increase our DUI arrests by 5 %.
   a. Q1-Purchase Equipment, Identify and attend training courses. Q2-Conduct 2 Saturation Enforcements, attend training, Q3- Conduct 2 Saturation Enforcements Q4- Conduct 2 Saturation Enforcements.

2. Conduct saturation DUI patrols. The goal is to remain visible in our community through proactive impaired driving enforcement.
   a. The goal is to conduct 6 DUI Saturation Patrols during the grant period, Q2-2 enforcements Q3- 2 enforcements, Q4- 2 enforcements. The focus would be to concentrate our efforts during the times in these quarters where statistics note the need for additional patrols. Our goal is to target individuals who are driving under the influence of alcohol or drugs.

3. Fund specialized training such as Standardized Field Sobriety Testing (SFST), Advanced Roadside Impairment Enforcement (ARIDE), Drug Recognition Expert Training (DRE). This would help officers improve in their identification, investigation, and ultimately the prosecution of impaired drivers. Our goal is to continue to build our impaired driving enforcement program. Our ability to ensure that we have sufficient officers trained in DRE to cover multiple shifts and hours is an important part of keeping our community safe.
   a. Immediately upon receiving grant funding, we would identify courses whether locally or elsewhere within the state to send officers. The department would like to send four police officers to SFST School, four police officers to ARIDE School, four police officers to DRE school, and four police officers to DRE field certification school. The goal would be to complete the training as soon as possible (Q1= 4 officers to SFST, 4 officers to ARIDE, Q2= 2 officers to DRE, 2 officers to DRE field cert, Q3= 2 officers DRE, 2 officers DRE field cert, Q4= all trained officers in field for enforcement. With backfill funding we could ensure that we could backfill the vacancies created by the officers gone for training.

Project Performance Evaluation

The department will track enforcement statistics, training goals, as these statistics will be reported during the grants QPR's. Additionally, the department will report those to our internal and external stakeholders monthly.

Program Sustainability

Grant funds will be utilized to purchase equipment related to the identification of drugged drivers, train personnel, backfill positions out for training, and provide opportunities for directed enforcement by trained personnel. Once the personnel are trained, they will have the ability to utilize their training during everyday patrol shifts. After the initial training, DRE's are only required to recertify semiannually, thus not needing the 96 hours of initial training.

Administrative Support

The department has personnel in place that have managed and reported other Office of Traffic Safety grants.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
23383	City of Madera Police Department	$83,468.00

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs		
	SoToxa Mobile Test System	$12,540.00
Category Sub-Total		**$12,540.00**
Personnel		
	Backfill	$35,872.00
	DUI Saturation Patrol	$10,944.00
Category Sub-Total		**$46,816.00**
Travel		
	DRE Field Certification - Attend Travel	$3,272.00
	DRE Training - Attend Travel	$13,520.00
	ARIDE Training - Attend Travel	$2,928.00
	SFST Training - Attend Travel	$4,392.00
Category Sub-Total		**$24,112.00**

Grant Total	$83,468.00

Schedule B-1
Budget Narrative

City of Madera Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Other Direct Costs

SoToxa Mobile Test System
$12,540.00
SoToxa Mobile Test System (2 qty) @ $4,900.00
SoToxa Oral Fluid Test Cartridges(4qty) @ $685.00

Personnel

Backfill
$35,872.00
Backfill for officers assigned to this training. No benefits are calculated into below costs.
DRE
The cost is at an overtime rate
4 officers @ 72 hours x $76 = $5,472 x 4 = $21,888

DRE Field Cert
The cost is at an overtime rate
4 officers @ 30 hours x $76 = $2,280 x 4 = $9,120

ARIDE
The cost is at an overtime rate
4 officers @ 16 hours x $76 = $1,216 x 4 = $4,864

DUI Saturation Patrol
$10,944.00
Cost @overtime rate only no benefits calculated into cost

OT Rate $76 per hour x 8 = $608 x 3 officers = $1,824 x 6 events = $10,944

Travel

SFST Training - Attend Travel
$4,392.00
SFST School Training for 4 officers, for 24 hours training which includes per diem, $86 for 3 days, and hotel stay, $280 for 3 days - $840 = $1,098 x 4 = $4,392

ARIDE Training - Attend Travel
$2,928.00
ARIDE School Training for 4 officers, for 16 hours training which includes per diem, $86 for 3 days, and hotel stay, $280 for 2 days - $732 x 4 = $2,928.

DRE Training - Attend Travel
$13,520.00
DRE School Training for 4 officers, for 72 hours training which includes per diem, $86 for 10 days, and hotel stay, $280 for 9 days - $3,380 x 4 = $13,520.

Schedule B-1
Budget Narrative

City of Madera Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

DRE Field Certification - Attend Travel

$3,272.00

DRE Field Cert for 4 officers, for 30 hours training which includes per diem, $86 for 3 days, and hotel stay, $280 for 2 days - $818 x 4 = $3,272.

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 16, 2025

Agenda Number: B-10

SUBJECT:

Madera County Narcotic Enforcement Team Memorandum of Understanding

RECOMMENDATION:

Adopt a Resolution approving a multi-agency Memorandum of Understanding establishing the Madera County Narcotic Enforcement Team and authorizing the Chief of Police to execute the agreement

SUMMARY:

The Madera Police Department (MPD) seeks City Council (Council) authorization to enter into a Memorandum of Understanding (MOU) for continued participation in the Madera County Narcotic Enforcement Team (MADNET). MADNET is a multi-agency task force dedicated to combating drug-related crime through collaborative regional enforcement and intelligence-sharing efforts. Participating agencies include the Madera County Sheriff's Office, Chowchilla Police Department, California Highway Patrol, Madera County Probation Department, and Madera County District Attorney's Office.

DISCUSSION:

The purpose of the MOU is to formalize inter-agency cooperation for narcotic enforcement and related criminal investigations across Madera County. The City is currently participating under a similar agreement; however, recent updates were made to ensure compliance with the U.S. Department of Labor's Fair Labor Standards Act and the applicable collective bargaining agreements of participating agencies. As a result, the City is required to execute the updated MOU to continue its participation without interruption.

Under the proposed agreement, MPD would continue to contribute one police officer, one undercover vehicle, and a standard complement of investigative and safety equipment to

support MADNET operations. Under the existing agreement, the City currently provides said personnel and equipment, thus no changes or additions are proposed.

In return, the MPD gains access to shared resources, training opportunities, and intelligence coordinated through the MADNET Council, which oversees the task force's strategy and operations.

The MADNET Council, composed of department heads or their designees from each participating agency, governs the task force, establishes policies, and approves budgets. The MOU designates the Madera County Sheriff's Office as the lead agency, responsible for providing the MADNET Supervisor and administrative oversight. All participating agencies retain responsibility for their own personnel's salaries, benefits, and liabilities. Personnel assigned to MADNET remain employees of their respective home agencies while contributing to the task force's shared mission of reducing the availability, violence, and societal harm associated with illegal narcotics.

Participation in MADNET enhances MPD's ability to target high-level drug traffickers, dismantle drug networks, and conduct complex investigations that would otherwise exceed the department's resources. This regional collaboration allows for a unified approach to drug enforcement, ensuring improved public safety outcomes for the City.

FINANCIAL IMPACT:

Participation in MADNET does not result in additional financial burden to the City. The City is responsible for covering the salary and benefits of its assigned personnel through existing budget allocations. All general operational expenses for MADNET are primarily supported by asset forfeiture proceeds. In cases where forfeiture funds are insufficient, cost-sharing contributions from participating agencies may be required. At this time, no direct financial contribution from the City beyond existing staffing and equipment commitments is anticipated.

ALTERNATIVES:

Council may decline to enter into the MOU, thereby withdrawing the City's participation from the task force. Furthermore, Council may request additional information.

ATTACHMENTS:

1. Resolution approving the MADNET Memorandum of Understanding
2. Exhibit A: Memorandum of Understanding

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A MULTI-AGENCY MEMORANDUM OF UNDERSTANDING ESTABLISHING THE MADERA COUNTY NARCOTIC ENFORCEMENT TEAM AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE AGREEMENT

WHEREAS, the Madera County Narcotic Enforcement Team (MADNET) is a multi-agency narcotics task force established to coordinate law enforcement efforts in combating illegal drug activity throughout Madera County; and

WHEREAS, the Memorandum of Understanding (MOU) outlines the roles, responsibilities, and contributions of each participating agency, including the assignment of personnel, use of equipment, and participation in operational and administrative decision-making; and

WHEREAS, the City is equipped with the personnel and resources to provide an assigned officer to MADNET; and

WHEREAS, participation in MADNET will not result in additional financial burden to the City, as the Police Department will use existing staffing and equipment, and the task force is primarily funded through asset forfeiture proceeds; and

WHEREAS, the City Council finds it to be in the best interest of the City and its residents to continue regional collaboration to combat illegal drug activity and enhance public safety.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, determines, and orders as follows:

1. The above recitals are true and correct.

2. The Madera County Narcotic Enforcement Team Memorandum of Understanding, a copy of which is attached hereto as Exhibit A, is approved.

3. The Police Chief is authorized to execute the Memorandum of Understanding.

4. This resolution is effective immediately upon adoption.

* * * * * * * *

EXHIBIT A

MADERA COUNTY NARCOTIC ENFORCMENT TEAM

MEMORANDUM OF UNDERSTANDING

Table of Contents

I. Purpose…….

II. Mission…….

III. Task Force Council……

IV. Management…….

V. Task Force Supervisor…….

VI. Compensation…….

VII. Budget……

VIII. Training…….

IX. Resources……

X. Facilities, Equipment, and Property……

XI. Asset Forfeiture……

XII. Administration and Audit…….

XIII. Inspection Process…….

XIV. Non-Discrimination Clause…….

XV. Respective Responsibilities……

XVI. Policy……

XVII. Term of Agreement…….

XVIII. Authorization……

MADERA COUNTY NARCOTIC ENFORCMENT TEAM

This Memorandum of Understanding (MOU), establishing the Madera County Narcotic Enforcement Team (MADNET), is entered into by the Madera County Sheriff's Office and the following participating agencies:

- Madera Police Department
- Chowchilla Police Department
- California Highway Patrol
- Madera County Probation Department
- Madera County District Attorney's Office

I. PURPOSE

The purpose of this MOU is to set forth the responsibilities of the participating agencies as they relate to the Madera County Narcotic Enforcement Team, hereinafter known as MADNET. Working in conjunction, the participating agencies will endeavor to effectively enforce the controlled substance laws of the State of California, as expressed in the Health and Safety Code, and any applicable federal laws relating to the trafficking of controlled substances. Agencies participating in MADNET will target their investigations towards the apprehension of all levels of drug traffickers. Use of this task force concept is intended to ensure well-coordinated narcotic enforcement regionally and increase the flow of narcotic related intelligence between the various agencies. At the request of the MADNET Council, and as needed, MADNET will also enforce other applicable state laws while targeting specific problem areas in order to effectively enforce criminal violations within the county of Madera.

II. MISSION

The mission of MADNET is to increase public safety by significantly diminishing the influence, availability, and violence associated with drug use, distribution, and production in the county of Madera. MADNET will utilize advanced investigative techniques to further law enforcement efforts to apprehend dangerous and violent offenders associated with illegal drug activities.

III. TASK FORCE COUNCIL

MADNET will be governed by a "Task Force Council"

The MADNET Council shall be responsible for the oversight of all MADNET operations, establishing policy, providing direction, coordination, and cooperation between all the participating agencies. The MADNET Council shall be responsible for all operational and administrative reviews of MADNET. Under the direction of the council, MADNET will be able to carry out its duties during each fiscal year.

A "Participating Agency" of MADNET is an allied state, federal, or local law enforcement agency committing manpower and resources for an agreed upon period of time.

The MADNET Council will consist of department heads from each of the participating agencies, and/or their designee.

1. Sheriff – County of Madera
2. Chief of Police – City of Madera
3. Chief of Police – City of Chowchilla
4. District Attorney – County of Madera
5. Chief of Probation – County of Madera
6. Commander – California Highway Patrol (Madera Area)
7. Commander – California Highway Patrol (Oakhurst Area)

The Chairman of the MADNET Council is the Sheriff of Madera County.

The MADNET Council Shall meet every three months, or quarterly.

A quorum shall consist of a simple majority plus one (1).

Each council member, or their designee, has one (1) vote.

MADNET Council members may appoint an alternate to vote in their place upon their absence.

Any issue which comes before the MADNET Council shall be considered passed if there is a simple majority vote.

Telephonic and/or email voting shall be deemed an appropriate alternative to a regular meeting when a matter arises which requires the attention of the MADNET Council.

IV. MANAGEMENT

The management and supervision of MADNET resources will be the responsibility of the MADNET Supervisor. The MADNET Supervisor shall retain supervisory control of all the personnel assigned to MADNET. When the number of law enforcement personnel from participating agencies exceeds 10 members, a second supervisor may be added.

V. TASK FORCE SUPERVISOR

The Madera County Sheriff's Office shall designate a Sheriff's Sergeant to serve as the Task Force Supervisor. The MADNET Supervisor shall be responsible for the day-to-day activities and operations. The MADNET Supervisor shall answer to the Sheriff, his/her designee, and the MADNET Council. The MADNET Supervisor will provide the MADNET Council with monthly and annual reports of MADNET activities.

The MADNET Supervisor shall comply with the guidelines and directives established by this MOU. In the event of any conflict the MADNET Supervisor will conform to his/her department policy. Any conflict shall be reported to the Sheriff, and/or their designee, within 24 hours.

The MADNET Supervisors duties shall include:

1. Supervising and directing MADNET personnel.
2. Preparing written performance evaluations on MADNET personnel for each parent agency as requested. The report shall be prepared on the form supplied, and in accordance with the parent agency's requirements.
3. The MADNET Supervisor shall make every effort to be present at all planned enforcement actions. An enforcement action is defined as "any action which may result in an arrest."
4. Schedule and approve normal and overtime hours for all personnel, with input from each parent agency and their respective budgets.
5. Review and approve all investigative reports.
6. Recommend and assign members to training as needed.
7. Prepare MADNET budget materials and maintain appropriate budget records.
8. Prepare monthly and annual MADNET reports.
9. Safeguard and maintain all MADNET property and equipment.
10. Maintain contact with all members of the MADNET Council.
11. Direct the storage of all physical evidence maintained by MADNET.
12. Be responsible for the safekeeping, distribution, and accounting of all MADNET funds. This includes the maintenance of detailed records in accordance with approved accounting practices for all expenditures.
13. Coordinate requests for assistance and additional manpower to assist allied agencies.
14. Any other duties as assigned by the MADNET Council.

VI. COMPENSATION

Each participating agency is responsible for providing its personnel with salaries, benefits, and overtime in accordance with FLSA regulations and applicable collective bargaining agreements.

VII. BUDGET

The MADNET Supervisor will prepare a proposed budget each year for the ensuing fiscal/calendar year for approval by the MADNET Council.

VIII. TRAINING

Training will be handled by participating agencies according to their individual budgets. In addition, a yearly group training plan shall be prepared and submitted with the MADNET yearly budget proposal and shall be approved by the MADNET Council.

IX. RESOURCES

MADERA COUNTY NARCOTIC ENFORCMENT TEAM

The MADNET annual operating budget will be funded out of MADNET asset forfeiture proceeds. In the event there are not sufficient funds available to fully fund the annual budget with asset forfeiture proceeds, the participating agencies agree to contribute, based upon their agreed upon asset forfeiture distribution formula, the sufficient funds needed to fully fund the operating budget. The MADNET asset forfeiture distribution formula is one (1) full share for each full-time personnel assigned to MADNET. Full time participation on the task force is defined as having personnel assigned to MADNET for six (6) of 12 months of the preceding year. An agency without a full-time employee for six (6) months or more does not hold a share. **If staffing levels do not allow for personnel to be allocated to MADNET, the agency experiencing the staffing issues will not be expected to provide the personnel / resources listed below.**

Each of the below listed agencies have agreed, by virtue of the signature of the department head affixed to this MOU, to contribute the following personnel and/or resources to MADNET in each year of this agreement.

Madera County Sheriff's Office

One (1) Sheriff's Sergeant (MADNET Supervisor)

Three (3) Deputy Sheriff's and/or Corporals

One (1) Deputy Sheriff assigned to the Fentanyl Death Investigation Grant.

One (1) Administrative Secretary

Five undercover vehicles

Standard complement of investigative and safety equipment

Madera Police Department

One Police Officer

One undercover Vehicle

Standard complement of investigative and safety equipment

Chowchilla Police Department

One Police Officer

One undercover vehicle

Standard Complement of investigative and safety equipment

California Highway Patrol

Two Officers (1 Madera / 1 Oakhurst)

Two undercover vehicles

Standard complement of investigative and safety equipment

Madera County Probation Department

One Probation Officer

One undercover vehicle

Standard complement of investigative and safety equipment

Madera County District Attorney's Office

One Deputy District Attorney

One Administrative Secretary

One pool car as needed

X. FACILITIES, EQUIPMENT, and PROPERTY

When the number of law enforcement personnel from participating agencies drops permanently below four (4), the Madera County Sheriff's Office may terminate the MOU. In such cases, any balance of any contractual agreements(s) will be shared on a pro-rata basis by the participating agencies in this MOU or paid with asset forfeiture funds.

Any and all property, including equipment, furniture, and furnishings of whatever kind or description, purchased or acquired with Madera County Sheriff's Office (MCSO) funds shall be the property of MCSO at the termination of this agreement and whereupon no new agreement is reached.

Any and all property, including equipment, furniture, and furnishings of whatever kind or description, purchased or acquired with any other participating agency's funds shall be the property of the participating agency at the termination of this agreement and whereupon no new agreement is reached.

Any and all property, including equipment, furniture, and furnishings of whatever kind or description, purchased or acquired with MADNET funds shall be the property of MADNET. At the termination of this agreement, and whereupon no new agreement is reached, all said property and/or its value shall be distributed according to the asset forfeiture sharing distribution formula.

Any equipment purchased with MADNET funds which is damaged, broken, misplaced, lost, or stolen through gross negligence, wrongful acts, or omissions of personnel assigned to MADNET, shall be repaired or replaced by the agency of the responsible employee at the determination of the MADNET Council.

With respect to facilities, the following items will be paid or provided as follows:

1. Office space – Madera County Sheriff's Office
2. Installation and monthly telephone lines / charges – MADNET funds
3. Telephone equipment / repairs – MADNET funds
4. Utilities – Madera County and MADNET funds
5. CLETS terminal - MADNET funds
6. Janitorial services – Madera County

XI. ASSET FORFEITURE

All pending asset forfeiture funds, including any earned interest, will be maintained in the MADNET pending asset forfeiture Madera County account, #61650. Proceeds derived from federal asset forfeiture proceedings will be deposited into the MADNET federal asset forfeiture Madera County account, #61660. Proceeds derived from state asset forfeiture proceedings will be deposited into the MADNET state asset forfeiture Madera County account, #61670. All forfeiture proceedings will be based upon the appropriate provisions of state and federal law and policy.

All requests to utilize state or federal asset forfeiture funds must be voted on and approved by the MADNET Council. The requested items to be purchased must comply with state and federal guidelines regarding the expenditures of asset forfeiture proceeds.

The MADNET asset forfeiture sharing distribution formula is based on a one (1) full share for each full-time employee assigned to MADNET. The full-time employee must be assigned to the team for at least six (6) months prior to dissolution to receive a full share. An agency without a full-time employee for six (6) months or more does not hold a share. Each of the listed agencies have agreed, by virtue of the signature of the department head affixed to this MOU, that any distribution from MADNET asset forfeiture proceeds to the participating agencies will be made in accordance with the above-described asset forfeiture distribution formula. Prior to any distribution an evaluation will be made as to each participating agency, and their commitment of resources, to determine appropriate "shares." This evaluation and ultimate decision will be made by the MADNET Council.

XII. ADMINISTRATION and AUDIT

Under no circumstances shall a participating agency charge any indirect costs to the Madera County Sheriff's Office for administration or implementation of this agreement during the term thereof. All records pertaining to MADNET expenditures shall be maintained at MADNET and readily available for examination and audit by any of the participating agencies. In addition, all such records and reports shall be maintained until audits and examinations are completed and resolved, or for a period of three (3) years after termination of the agreement, whichever is sooner.

XIII. INSPECTION PROCESS

A formal administrative inspection of the MADNET task force shall be conducted annually by the Madera County Sheriff's Office. A report of this inspection shall be provided to the MADNET Supervisor, and the MADNET Council.

During any change of the MADNET Supervisor an audit of the controlled substance evidence, undercover funds, weapons and/or equipment shall be performed jointly by both the outgoing, and incoming MADNET Supervisor.

XIV. NON-DISCRIMINATION CLAUSE

All participating agencies will comply with Title VI of the Civil Rights Act of 1964. All requirements imposed or pursuant to the regulations of the U.S. Department of Justice (CFR, Part 42, Subparts C and D) issued pursuant to Title VI relating to discrimination on the grounds of race, color, creed, sex, age, or national origin, and equal employment opportunities.

XV. RESPECTIVE RESPONSIBILITIES

For the purpose of indemnification, each participating agency shall be responsible for the acts of its participating officer(s) and shall incur any liabilities arising out of the services and activities of those officers while participating at MADNET. Personnel assigned to MADNET shall be deemed to be continuing under the employment of their jurisdictions and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon them as peace officers in their own jurisdictions.

XVI. POLICY

It is agreed that all members of MADNET shall abide by their own department policies while working as part of MADNET. If there is a conflict in policy between MADNET and the parent agency, the effected personnel shall immediately notify the MADNET Supervisor, who in turn will advise the MADNET Council.

XVII. TERM OF AGREEMENT

The term of this agreement shall be effective upon the date of the last signature. The terms of this agreement may be canceled by notice in writing to the MADNET Council Chairperson thirty (30) days prior to the requested cancellation. Except as otherwise provided herein, the Agreement shall continue in full force and effect.

XVIII. AUTHORIZATION

The Memorandum of Understanding for MADNET is hereby affirmed by the signature of the participating agency department head and will govern the conduct of MADNET.

MADERA COUNTY NARCOTIC ENFORCMENT TEAM

_____

Tyson Pogue, Sheriff, Madera County Date

_____

Giachino Chiaramonte, Chief, City of Madera Date

_____

Jeffrey Palmer, Chief, City of Chowchilla Date

_____

Sally O. Moreno, District Attorney, Madera County Date

_____

Chris Childers, Chief, Madera County Probation Date

_____

Ian Holguin, Lt., California Highway Patrol Date

_____

Christopher Albanese, Lt., California Highway Patrol Date

REPORT TO CITY COUNCIL
Late Distribution Notice

DATE: July 10, 2025

TO: Mayor and City Councilmembers

FROM: Joseph Hebert, Parks & Community Services Director

SUBJECT: July 16, 2025 City Council Meeting
Late Distribution Report for **Item B-11: Co-Locator Lease Agreement with Madera Unified School District and California Teaching Fellows Foundation for the John Wells Youth Center**

Additional time is needed to complete, review, and finalize the report for **Item B-11: Co-Locator Lease Agreement with Madera Unified School District and California Teaching Fellows Foundation for the John Wells Youth Center**, the report will be distributed as soon as it is available. Thank you for your understanding.

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 16, 2025

Agenda Number: B-11

SUBJECT:

Lease Agreement with Madera Unified School District and California Teaching Fellows Foundation for the John Wells Youth Center

RECOMMENDATION:

1. Adopt a Resolution Approving a Two-Year Lease Agreement between the City of Madera and Madera Unified School District for Occupation and Use of Facilities at the John W. Wells Youth Center
2. Adopt a Resolution Approving a Two-Year Lease Agreement between the City of Madera and California Teaching Fellows Foundation for the Occupation and Use of Facilities at the John Wells Youth Center

SUMMARY:

On August 16, 2023, the Council approved a two-year Lease Agreement between the City and Madera Unified School District (MUSD) for the occupation and use of facilities at the John Wells Youth Center (JWYC).

On December 6, 2023, the Council also approved a two-year Lease Agreement between the City and California Teaching Fellows Foundation (CTFF) for the Occupation and Use of Facilities at the JWYC.

The two agreements are set to expire on August 23, 2025, with both MUSD and CTFF seeking to renew the lease agreement for continued occupation and use of the JWYC.

DISCUSSION:

The JWYC is located at 701 East 5th Street. The JWYC is a 25,000 square foot recreation center featuring a full gymnasium, game lounge, crafts center, library, dance room, music studio, and teen lounge. It also features a two-story office space for the City's Parks & Community Services (PCS) Department, with conference room space, staff break room, and front lobby space on both floors. Provisions were made in the planning, design, and construction of the JWYC for office, meetings, and workspace that could be made available to non-City agencies, such as a Co-Locator. The intent is that Co-Locator(s) would provide direct services, programming, advocacy, or other activities that benefit the youth of the City.

JWYC is the home office staff overseeing the City's recreation, aquatics, sports, aging services, and special events programming. The JWYC currently houses the Director, six full-time staff, in addition to the various part-time support staff who conduct the direct services.

MUSD wishes to lease office space for several of their staff member, including the Expanded Learning Program Coordinator, Expanded Learning Program Manager, and Administrative Assistants. It is MUSD's request that additional staff, from the CTFF have regular access to office space at the JWYC, supporting MUSD with the district-wide afterschool program.

The City established separate agreements with each entity for several reasons. Terms of the agreements explicitly delineate MUSD's and CTFF's constraints regarding subleasing any portion of the facilities granted. Consequently, to align with the stipulations outlined in the agreements, to ensure clarity in contractual obligations, it is advised to maintain separate agreements directly between 1) the City and MUSD and 2) the City and Teaching Fellows. The proposed renewal of these agreements would be for a two-year timeframe, from August 24, 2025, through August 24, 2027.

After reviewing the current City staff utilization and MUSD/CTFF need, it has been determined the best course would be to maintain the lease for the first floor of the JWYC for occupation and use. The first floor of the JWYC has four enclosed offices, a staff break room area, a copy room, and restroom areas. The second floor of the JWYC has seven offices, including the PCS Department Director's office, sufficient to house all full-time City staff on the second floor and without needing the use of the first-floor offices. The first-floor lobby area and front reception space would still be covered by PCS Department staff, to welcome visitors into the building.

MUSD/CTFF would be leasing usage of the following spaces:

- 1 Admin Area, Suite 106, for a total of 158.97 square feet
- 1 enclosed office, Suite 108, for a total of 245.19 square feet
- 1 enclosed office, Suite 109, for a total of 200 square feet
- 1 enclosed office, Suite 115, for a total of 170 square feet
- 1 enclosed office, Suite 116, for a total of 170 square feet

In addition, the lease includes shared or conditional use of certain other facilities of the JWYC such as copy room, break room, and restrooms.

Additional Agreement highlights and points of reference include:

- Access to other facilities within the JWYC would require pre-approval and scheduling requests. This includes the Centennial Pool Complex and Centennial Park.

- MUSD would be responsible for all necessary repairs to the leased area, including such items as routine repairs of floors, walls, ceilings, and other parts of the leased area damaged or worn through other than normal occupancy, except for major mechanical systems or the roof.

- MUSD has identified CTFF staff with regular access to the JWYC as one Senior Site Liaison and three Site Liaisons. Per MUSD, Teaching Fellows staff would typically work Tuesday and Thursday out of the JWYC leased space that MUSD is responsible for.

- There are no fees being requested from CTFF in addition to the fees MUSD would be responsible for.

With MUSD and CTFF occupying the first floor of the JWYC since August 2023, it should be noted the City has not experienced any reasons for concerns or reasons to significantly change the terms of the agreements. Both MUSD and CTFF have been excellent lessees during the time they have had access to the facility.

FINANCIAL IMPACT:

The Lease Agreement details out the fixed fees MUSD would abide by, which include fees per square foot, utilities and janitorial, and an indirect cost. The total revenue expected to be received is $43,542 over the span of the two-year agreement. There are no fees associated with the CTFF Agreement.

Table 1: Lease Agreement between City and MUSD for JWYC

Item Description	Fee
Lease: $1.70 x 944.16 sq ft	$1,604.80
Utilities and Janitorial	$123.07
Phone and DSL Service	N/A - MUSD will provide at own expense
5% Indirect/Administrative	$86.39
Monthly Fee	**$1,814.26**
Annually	**$21,771.12**

All revenue generated from Lease Agreement would be reflected in the PCS Department budget #10206240, Community & Recreation Centers, providing relief to the General Fund.

ALTERNATIVES:

1. The Council may request staff bring additional information back to a subsequent meeting.
2. The council may deny the use of the John Wells Youth Center for this purpose and request MUSD and CTFF vacate the premises upon the termination of the current agreement, set to expire August 23, 2025, thus needing to search out an alternative site for staff impacted.

ATTACHMENTS:

1. Resolution Approving a Two-Year Lease Agreement between the City of Madera and Madera Unified School District for Occupation and Use of Facilities at the John W. Wells Youth Center
    a. Exhibit 1 – Agreement
2. Adopt a Resolution Approving a Two-Year Lease Agreement between the City of Madera and California Teaching Fellows Foundation for the Occupation and Use of Facilities at the John Wells Youth Center
    a. Exhibit 1 – Agreement

ATTACHMENT 1

Resolution Approving a Two-Year Lease Agreement between the City of Madera and Madera Unified School District for Occupation and Use of Facilities at the John W. Wells Youth Center

Exhibit 1 – Agreement

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A TWO-YEAR LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND MADERA UNIFIED SCHOOL DISTRICT FOR OCCUPATION AND USE OF FACILITIES AT THE JOHN W. WELLS YOUTH CENTER

WHEREAS, the City of Madera (City) owns and operates the John W. Wells Youth Center (JWYC) located at 701 East 5th Street; and

WHEREAS, Madera Unified School District (MUSD) has requested to continue leasing office space at the JWYC; and

WHERAS, the JWYC is a 25,000 square foot recreation center featuring a full gymnasium, game lounge, crafts center, library, dance room, music studio, and teen lounge; and

WHEREAS, provisions were made in the planning, design, and construction of the JWYC for office, meeting, and workspace that could be made available to non-City agencies, such as a Co-Locator; and

WHEREAS, intent being that Co-Locator would provide direct services, programming, advocacy, or other activities that benefit the youth of the City; and

WHEREAS, MUSD would be leasing usage of a total of 944.16 square feet; and

WHEREAS, monthly lease agreement total would equal $1,814.26; and

WHEREAS, the Lease Agreement would be in place for the extent of two years, from August 24, 2025, through August 24, 2027;

WHEREAS, the Lease Agreement is in the best interest of the City, MUSD, and the residents of Madera.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA, finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City Council approves the Lease Agreement with Madera Unified School District for occupation and use of facilities at the John W. Wells Youth Center, which is attached hereto as Exhibit 1 and incorporated by reference.
3. This Resolution is effective immediately upon adoption.

****

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Attention: City Clerk
205 W 4th Street
Madera, CA 93637

APN. [SPACE ABOVE FOR RECORDER'S USE ONLY]

Exempt from filing/recording fees per Govt. Code §27383

LEASE AGREEMENT

This Lease Agreement ("**Lease**") is made and entered into on this ___ day of _____, 2025 ("**Lease Date**"), by and between the CITY OF MADERA, a municipal corporation ("**Landlord**" or "**City**") and MADERA UNIFIED SCHOOL DISTRICT ("**Tenant**"). Landlord and Tenant are sometimes individually referred to as a "**Party**" and jointly as the "**Parties.**"

RECITALS:

A. Landlord constructed and owns that certain real property located at 701 E. 5th Street in Madera, CA, commonly referred to as John W. Wells Youth Center (the "Center"), which is legally described on **Exhibit A** attached hereto and incorporated herein by reference ("**Real Property**").

B. The primary function of the Center is to provide space for recreational and educational programming that benefits young residents of Madera and their families.

C. Provisions were made in the planning, design, and construction of the Center for office, meeting, and workspace that could be made available to non-City agencies such as Tenant providing desired services to youth in the City.

D. Said Tenant shall provide direct services, programming, advocacy, or other activities that benefit the youth of the City of Madera.

E. Tenant desires to lease from Landlord and Landlord desires to lease to Tenant a portion of the Real Property pursuant to the terms set forth herein, and Tenant has requested and agrees to use of a portion of the Real Property by the California Teaching Fellows Foundation at no additional cost to Landlord.

NOW, THEREFORE, the parties agree as follows:

1. Lease Premises; Statutory Notice.

1.1. Lease Premises. Subject to the terms of this Lease, Landlord hereby Leases to Tenant and Tenant hereby leases from Landlord, for Tenant's exclusive use

(except for that area also used by California Teaching Fellows Foundation) (i) that portion within the Real Property as depicted on **Exhibit B** attached hereto consisting of the building space located at 701 E. 5th Street, Madera, CA ("**Lease Premises).** The Lease Premises include, and as indicated on **Exhibit A:**

a. Admin Area, Suite 106, for a total of 158.97 square feet described more particularly in the Property Location.
b. 1 enclosed office, Suite 108, for a total of 245.19 square feet described more particularly in the Property Location.
c. 1 enclosed office, Suite 109, for a total of 200 square feet described more particularly in the Property Location.
d. 1 enclosed office, Suite 115, for a total of 170 square feet described more particularly in the Property Location.
e. 1 enclosed office, Suite 116, for a total of 170 square feet described more particularly in the Property Location.

In addition, the rental includes shared or conditional use of certain other facilities of the Center as specified in the Use of Common Areas 1st Floor ("**Exhibit B**").

1.2. Common Areas. Excluding the Lease Premises, the portions of the Real Property such as the recreation room, library, teen lounge, dan studio, crafts center, gymnasium, entry foyer, conference room, and other areas described in **Exhibit B**. ("**Common Areas**.")

1.3. Reserved Rights. Landlord shall have the right from time to time, in Landlord's sole discretion, to do any of the following without Tenant's consent but on not less than twenty-four (24) hours' notice to Tenant:

i. To temporarily close any of the Common Areas for maintenance purposes, so long as reasonable access to the Lease Premises remains available;

ii. To use the Common Areas while engaged in making additional improvements, repairs, or alterations to the Lease Premises, or other portions of the Real Property; and

iii. To do or perform such other acts or make such other changes in, to or with respect to the Common Areas as Landlord may, in the exercise of its reasonable judgment, deem to be appropriate.

1.4. Parking. During the term of this Lease, Lessee shall have the non-exclusive use in common with Landlord, the public, other tenants of the building and their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas adjacent to the Leased Premises or in reasonable proximity thereto, for Lessee and Lessee's agents and employees. Landlord

reserves the sole right to designate specific parking spaces for vendors, visitors, clients, ADA accessibility, and other uses as the Landlord sees fit.
There is no long-term or permanent parking of any vehicles permitted. Landlord will not be responsible for any damage or theft to cars parked on the premises at any time.

1.5. Statutory Disclosure Notice. Pursuant to California Civil Code Section 1938, Tenant is advised that the Lease Premises has not undergone inspection by a Certified Access Specialist (CASp) and, therefore, Landlord is not aware if the Lease Premises complies with the applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.

2. Term; Right to Terminate.

2.1. Term. This Lease shall commence on August 24, 2025 ("**Effective Date**") and be in place for a total of twenty-four (24) months, through August 24, 2027. ("**Term"**)

2.2. Landlord's Right to Terminate. At anytime, with or without cause, Landlord may terminate this Lease upon thirty (30) days written notice. Tenant shall remain obligated to pay Base Rent for the remaining period prior to termination of the Lease. Tenant shall surrender the Lease Premises in the condition described herein (Section 24) and Tenant shall not be eligible for moving or relocation expenses.

2.3. Recordation. Within ten (10) business days of the execution and acknowledgement of this Lease by both parties, Landlord shall cause a copy of this Lease to be recorded in the Official Records of Madera County ("**Official Records**") pursuant to Government Code Section 37393. Upon termination or exercise of any rights under this Lease or an amendment of this Lease, the parties shall record a copy thereof in the Official Records. Upon termination of the Lease, Tenant shall promptly execute, acknowledge and deliver to Landlord any documents reasonably requested by Landlord in order to terminate the Lease in the Official Records.

3. Rent and Other Consideration.

3.1. Basic Rent. On the Effective Date and on the first (1st) day of each month during the Term, Tenant shall pay to Landlord the sum of One Thousand Eight Hundred Fourteen Dollars and Twenty Six Cents ($1,814.26) per month ("**Base Rent**").

Base Rent: $1.70 x 944.16 sq. ft =	$ 1,604.80 per month
Utilities and Janitorial =	$ 123.07 per month
Phone and DSL Service - not included (to be provided at Tenant's expense)	
Subtotal:	$1,727.87 per month

5% Indirect/Administrative	$ 86.39 per month
Total Basic Rent Amount:	$1,814.26 per month

Payment shall be made to the City of Madera on the first day of each month.

3.2. Base Rent Increase. On each anniversary of the Effective Date, Landlord, in its sole discretion by and through the City's Parks and Community Services Director, and upon thirty (30) days' written notice to Tenant, may adjust the Base Rent effective each anniversary of the Effective Date ("**Anniversary Date**") during the Term by the Percentage Increase (but not less than (3%) per lease year) in the Consumer Price Index West Region for All Urban Consumers (CPI) October release, rounded to the nearest dollar. "**Percentage Increase**" shall mean the percentage equal to a fraction, the numerator of which shall be the change in the Index from the third month preceding the Effective Date to the third (3rd) month preceding the current anniversary of the Effective Date. In no event shall the Base Rent decrease from the amount previously being paid under this Lease.

3.3. Miscellaneous. All Base Rent shall be paid in advance without notice, demand, deduction or offset on or before the first day of each calendar month during the Term of this Lease. Rent for any period during the Term which is less than one (1) month shall be prorated, assuming a thirty (30) day month. Rent shall be paid to Landlord in lawful money of the United States of America, to Landlord at City of Madera, or at such other place as Landlord may designate in writing. All sums which may be due from Tenant under this Lease are deemed "**Rent**".

Remit payment to:

City of Madera
Attention: Receivables Collections
205 West 4th Street
Madera, CA 93637

3.4. Late Charge. If any Base Rent is not received by Landlord within thirty (30) days of the due date, Tenant shall pay to Landlord an additional sum of ten percent (10%) of the overdue amount as a late charge, which is agreed to represent a reasonable estimate of the costs incurred by Landlord on account of such delinquency. Acceptance of a late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies available to Landlord.

3.5. Use of Landlord Personnel by Tenant. Tenant acknowledges and agrees that employees of Landlord shall not be made available to perform volunteer or compensated work for the benefit of Tenant. In the event of an emergency that, in Tenant's reasonable judgment, necessitates the use of Landlord personnel,

Tenant shall obtain prior written approval from either the Director of Parks and Community Services or the City Manager before any such use occurs.

If such use is approved in writing, Tenant shall compensate Landlord at the fully burdened hourly rate for each hour (rounded up to the next whole hour) of employee time expended in providing such services, together with an additional administrative fee equal to fifteen percent (15%) of the total labor cost.

4. [Reserved]

5. Use of Premises.

5.1. Use. Tenant shall only use the Lease Premises for activities related to the education, recreation, or well-being of the City's youth and/or their families in accordance with the mission and purpose of the John W. Wells Youth Center. The City agrees to allow Tenant's use of the leased Facilities described herein, and reasonable use of the common areas as described in Exhibit B. Reasonable use shall be determined by the sole judgment of the City.

Tenant acknowledges that the Leased Premises are shared with the California Teaching Fellows Foundation, and therefore, the Tenant's use shall be coordinated by Tenant to ensure compatibility with the California Teaching Fellows Foundation's occupancy and activities.

Any other use of the leased Facilities, common areas, or grounds of the Center, including the Centennial Pool Complex and Centennial Park, must be pre-approved by the Director of Parks and Community Services, and shall be immediately terminated upon notice from the Director. .

5.2. Compliance with Law. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and other governmental rules, regulations or requirements now in force or which may hereinafter be enacted or promulgated, relating to, or affecting Tenant's use or occupancy of the Lease Premises.

5.3. Prohibitions. Tenant shall not do or permit anything to be done in or about the Lease Premises which will in any way obstruct or interfere with the rights of other parties, Landlord's use of the Building, or injure or annoy them or use or allow or permit the Lease Premises to be used for any improper, immoral, unlawful or objectionable purpose. Tenant shall not cause, maintain or permit any nuisance in or about the Lease Premises, nor commit or suffer to be committed any waste or storage of any environmental hazardous materials in or upon the Lease Premises. Tenant shall not do or permit anything to be done in or about the Lease Premises, nor bring or keep anything therein, which will in any way increase the existing rate of or affect any fire or other insurance upon the Lease Premises, or part thereof, or the contents of the Lease Premises, or

cause cancellation of any insurance policy covering the Lease Premises, or part thereof, or its contents.

Tenant shall not allow any animals on the Premises except service dogs as defined in federal and state law.

Tenant shall not permit smoking or vaping inside any area of the Lease Premises. Persons wishing to smoke outside shall do so at a minimum of twenty (20) feet distance from any Lease Premises entrance, exit and operable window – assuming that smoking is not otherwise prohibited by any federal, state, or local law including the City of Madera Municipal Code as may be amended. Persons wishing to smoke are responsible for disposing of cigarette butts in an appropriate receptacle.

Tenant and their employees are advised of their responsibility to maintain direct supervision of any and all minor children present at their Lease Premises.

Tenant and their employees are expressly prohibited from using, allowing to be used or bringing any illegal drug or narcotic (under either Federal or state law) onto Lease Premises. In the interest of safety, anyone known to be under the influence of drugs and/or alcohol must be asked to, and shall, leave the Lease Premises immediately.

Tenant and their employees shall not permit in any activity on Lease Premises that is in violation of Local, State, or Federal law, or City administrative policy.

Tenant and their employees shall not permit profit making or fundraising activities on Lease Premises without prior approval and consent of the City.

Tenant and their employees shall not permit political activities of any kind on Lease Premises.

Tenant and their employees shall not permit activities that may damage any finish, surface, landscape, fixture, or equipment on the Lease Premises.

Tenant and their employees shall not permit storing, manufacturing, or selling any inherently dangerous or illegal substances, chemicals, things, or devices on the Lease Premises.

Tenant and their employees shall not permit any activity or practice that discriminates on the basis of gender, sex, race, color, ethnicity, ancestry, national origin, age, marital status, pregnancy, religious creed, sexual orientation, medical condition, political affiliation/opinion, Veteran's status, or disability on the Lease Premises.

5.4. AS-IS. Tenant has had an opportunity to inspect the Lease Premise prior to the Effective Date and accepts it in AS-IS condition without any representations or warranties of any nature or kind whatsoever from Landlord. Tenant assumes all

responsibility and expense of repairing, restoring or fixing the interior and exterior of premises so that they are suitable for the permitted uses.

5.5. Matters of Record. This Lease is subject to all existing easements, covenants, servitudes, licenses, rights-of-way and all matters of record with respect to the Common Area.

6. Maintenance and Repairs.

6.1. Tenant's Duties.

Lessee shall furnish, during the lease term, at Lessee's sole expense, the following:

a. All building repairs both inside and out, including the roof. Means and methods of repair shall be subject to the approval of the City's Director of Parks and Community Services.

b. All equipment maintenance and replacement including air conditioning units. Replacement of equipment shall be subject to the approval of the City's Parks and Community Services Director.

c. Inside custodial supplies and services.

Tenant shall, at Tenant's sole cost and expense, maintain the interior non-structural portions of the Lease Premises (including doors and glass) in good condition and repair at all times and, upon the expiration or sooner termination of this Lease, surrender the Lease Premises in good condition and repair, reasonable wear and tear excepted. Should Tenant fail to vacate the Lease Premises in a clean and undamaged condition, Landlord may arrange for the cleaning and/or repair of the Lease Premises, the cost of which will promptly be reimbursed by Tenant.

6.2. Landlord's Duties.

Landlord shall not be required to make repairs necessitated by reason of (1) negligence or willful misconduct of Tenant, or any of Tenant's staff, volunteers, contractors, invitees, employees, clients or customers; (2) by reason of failure of tenant to perform or observe and promptly report to Landlord any conditions the repair of which are Landlord's responsibility; or (3) by reason of the failure of Tenant to perform or observe the conditions or agreements in this Lease, or caused by unauthorized alterations, additions or improvements made by Tenant or anyone claiming under Tenant. Tenant shall be solely responsible, at its cost and expense to repair any Tenant caused damage.

6.3. Common Areas. Landlord shall maintain the Common Areas in good condition and repair at all times.

7. Alterations and Additions. Tenant shall not make or suffer to be made any alterations, additions or improvements in, to or about the Lease Premises or any part thereof without the prior written consent of Landlord. Any alterations, additions or improvements in, to or about the Lease Premises including, but not limited to, wall coverings, carpeting, paneling and built-in cabinet work, but excepting Tenant's movable furniture and trade fixtures, shall, on the expiration of the Term, and any extensions thereof, become a part of the realty and belong to Landlord and shall be surrendered with the Lease Premises.

8. Signs. Tenant shall not place any sign upon the Lease Premises without Landlord's prior written consent, and as approved by the Parks & Community Services Director. If Landlord consents to any sign, such sign shall be installed or affixed in the receptacle provided for such sign only. Landlord shall not unreasonably withhold its consent to a reasonable sign which Tenant, at Tenant's sole cost and expense, may install in compliance with Landlord's requirements and in compliance with all applicable municipal ordinances. Any damage to the Lease Premises occasioned by the installation, maintenance, or removal of such sign shall be borne by the Tenant.

9. Utilities. Tenant shall pay, before delinquency, for all charges for telephone service and internet, and all other services and utilities used in, upon or about the Lease Premises by Tenant during the entire Lease. Tenant shall also be responsible for arranging such services directly with the utility service providers. No modifications to the Lease Premises (including any installations to the walls or roof) shall be made by Tenant's service providers without the prior written consent of Landlord. Furthermore, Landlord shall not provide or be responsible for the use of emergency generator services to Tenant.

10. Claims Against Premises. Tenant shall not suffer or permit to be enforced against the Lease Premises, or any part thereof, any mechanic's, materialman's, contractor's or subcontractor's liens arising from any claim for any work of construction, repair, restoration, replacement or improvement of or to the Lease Premises or any other claim or demand however the same may arise, but Tenant shall pay or cause to be paid any and all such claims or demands before any action is brought to enforce the same against the Lease Premises. Tenant agrees to indemnify and hold Landlord and the Lease Premises free and harmless of all liability for any and all such claims and demands, together with Landlord's reasonable attorneys' fees and all costs and expenses in connection with any such claims or liens.

11. Real and Personal Property Taxes. Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the term hereof upon all of Tenant's possessory interest in and to the Lease Premises, leasehold improvements, equipment, furniture fixtures and personal property located in or about the Lease Premises. Tenant specifically acknowledges

that the interest granted under this Lease may be subject to possessory interest taxes. Tenant agrees that, without prior demand or notice by Landlord, Tenant shall, not less than fifteen (15) days prior to the day upon which any such possessory interest or other such tax is due, provide Landlord with proof of payment of such tax.

12. **Rules and Regulations.** Tenant shall faithfully observe and comply with all the rules and regulations promulgated by Landlord from time to time. Any additions and modifications to those rules and regulations shall be binding upon Tenant upon delivery of a copy thereof to Tenant.

13. **Holding Over.** Tenant has no right to retain possession of the Lease Premises or any part thereof beyond the expiration or earlier termination of this Lease. Any holding over after the expiration of the term of this Lease, with the consent of the Landlord shall be a tenancy from month-to-month with Base Rent payable each month. The tenancy is cancelable upon thirty (30) days' written notice upon the terms and conditions that existed during the last year of the Term.

14. **Entry by Landlord.** Tenant agrees that representatives of Landlord, as designated by Landlord, shall, during normal business hours, or outside normal business hours in the event of an emergency, have the right to enter the Lease Premises and inspect the same to determine if the same complies with each and every term and condition of this Lease and with all applicable municipal, county, state and federal laws, rules, ordinances and regulations relating to Real Property occupancy and the conduct of Tenant's business. Tenant waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Lease Premises, and any loss occasioned thereby. For each of the aforementioned purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Lease Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency in order to obtain entry to the Lease Premises without liability to Tenant, except for any failure to exercise reasonable care for Tenant's property. Any entry to the Lease Premises obtained by Landlord by any of said reasons, or otherwise, shall not, under any circumstances, be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Lease Premises, or an eviction of Tenant from the Lease Premises or any portion thereof.

15. **Access and Security Obligations of Tenant:** Tenant shall have no obligation to perform building opening procedures in the event Tenant enters the Premises concurrently with, or subsequent to, the arrival of Landlord's personnel during Landlord's regular business hours, defined as Monday through Friday from 8:00 a.m. to 5:00 p.m. Likewise, Tenant shall have no obligation to perform building closing procedures if Tenant departs the Premises concurrently with, or prior to, the departure of Landlord's personnel during such regular business hours.

Outside of Landlord's regular business hours, Tenant shall be solely responsible for performing the following minimum procedures upon entering and exiting the Premises:

a. Accessing the Lease Premises solely through the front entrance lobby door located adjacent to the main parking area;

b. Immediately deactivating the security alarm system upon entry;

c. Ensuring that the entrance door remains locked at all times to prevent unauthorized access;

d. Restricting Tenant's activities, to the extent practicable, to the first-floor administration area of the Premises;

e. Refraining from entering the Recreation Room or other areas beyond the administration area without the prior written consent of Landlord;

f. If Tenant is the last person to vacate the administration area of the Lease Premises, ensuring that all copy machines and equipment are powered off, all interior doors within the administration area are properly closed, all exterior doors to the Lease Premises are securely locked, and the security alarm system is activated immediately prior to exiting the Lease Premises.

16. **Damage.** In the event the Lease Premises are destroyed or damaged by fire or other casualty as to be rendered uninhabitable ("**Casualty**"), this Lease may be terminated by either party in its sole discretion upon written notice to Tenant within thirty (30) days of such occurrence. If the Lease is not terminated by Landlord or Tenant, Tenant shall be responsible to repair the damage to the Lease Premises and Landlord shall be responsible to repair any damage to the Real Property (other than the Lease Premises) or Common Areas unless such was caused by Tenant or its employees, agents or invitees in which event Tenant shall, at its sole cost and expense repair the damage.

17. **Repair of Damage by Landlord.** Tenant agrees to notify Landlord in writing promptly of any damage to the Lease Premises resulting from a Casualty, as defined above. If the Lease Premises are damaged by a Casualty or any Common Areas of the Real Property providing access to the Lease Premises are damaged by a Casualty such that Tenant does not have reasonable access to the Lease Premises and neither Landlord nor Tenant has elected to terminate this Lease, Landlord shall promptly and diligently restore such Common Areas to substantially the same condition as existed before the Casualty, except for modifications required by Real Property codes and other laws and except for any other modifications to the Common Areas considered desirable by Landlord. In making these modifications, Landlord shall reasonably endeavor to avoid impairing Tenant's access to the Lease Premises. Landlord's obligation to restore is subject to the availability of insurance proceeds and shall further be subject to reasonable delays for insurance adjustments and other matters beyond Landlord's reasonable control and subject to the other clauses of this Lease.

If Tenant requests that Landlord modify Tenant improvements in connection with the rebuilding, Landlord may condition its consent to those modifications on:

a. Tenant's payment to Landlord before construction is begun of any sums in excess of the amount of insurance proceeds received by Landlord that are needed to complete the restoration of Tenant improvements; and

b. Confirmation by Landlord's architect or contractor that the modifications will not increase the scope of work or the time necessary to complete Tenant improvements.

18. Waiver of Relocation, Goodwill and Condemnation. Tenant knowingly and voluntarily acknowledges and agrees upon its vacation of the Lease Premises at the end of the Lease term, upon the sooner termination thereof, for any reason or vacation of the Lease Premises under any circumstances, in no event shall Tenant be entitled or shall Landlord, including its employees, agents and assignees, be required to provide any relocation benefits, compensation for loss of goodwill, or assistance under any applicable federal, state or local laws or regulations including without limitation, Uniform Relocation Assistance Laws, California Government Code section 7260, et seq. Further, Tenant being fully informed of any and all of its rights and obligations and all laws and regulations (including without limitation, the Uniform Relocation Assistance Laws, California Government Code section 7260, et seq.) in connection therewith fully waives, releases and rejects any all relocation assistance and benefits relating to or in any respect connected with Tenant vacating the Lease Premises.

Tenant knowingly and voluntarily acknowledges and agrees upon its vacation of the Lease Premises at the end of the Term, upon the sooner termination thereof for any reason, or vacation of the Lease Premises under any circumstances, in no event shall Tenant be entitled or shall Landlord be required to provide any compensation or consideration to Tenant for the leasehold interest of Tenant, improvements pertaining to realty, personal property, fixtures and equipment, pre-condemnation damages, severance damages or interest and litigation expenses, whether based on condemnation, inverse condemnation or any other reason. Upon vacation of the Lease Premises or termination of the Lease, Tenant knowingly waives and surrenders any claims or rights to the leasehold interest, improvements pertaining to realty, personal property, fixtures and equipment, precondemnation damages, severance damages or interest and litigation expenses.

19. Estoppel Certificate. Tenant shall, at any time and from time to time, upon not less than ten (10) days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect and the date to which the rental and other charges are paid in advance, if any; and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults on the part of Landlord

hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of which the Lease Premises are a part.

20. Assignment and Subletting. Tenant shall not assign or transfer this Lease or any right hereunder to any other party or parties, nor shall Tenant sublet all or any portion of the Lease Premises without first obtaining the written consent of Landlord which Landlord may withhold in its sole and absolute discretion. Any transfer, assignment or subletting of the Lease Premises without such prior written consent shall be void for all purposes. Consent to any such transfer, assignment or subletting shall be at Landlord's sole discretion.

Indemnification. Tenant shall indemnify, defend, and hold harmless the Landlord, its officers, employees, agents and volunteers ("Landlord indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Tenant's performance of its obligations under this agreement or out of the operations conducted by Tenant, except for such loss or damage arising from the sole negligence or willful misconduct of the Landlord. In the event the Landlord indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Tenant's performance of this agreement, the Tenant shall provide a defense to the Landlord indemnitees, or at the Landlord's option, reimburse the Landlord indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

21. Insurance. Tenant shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Tenant's operation and use of the Facilities. The cost of insurance shall be borne by the Tenant. Should Tenant reserve common areas of the facility for its sole use , Landlord reserves the right to require specific event insurance separate and above the below requirements based on the nature of the event, anticipated number of participants, and planned activities.

a. Minimum Scope and Limits of Insurance. Tenant shall maintain limits no less than:

i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury, and sexual abuse and molestation coverage with limits no less than $3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. CGL policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

ii. Automobile Liability: $2,000,000 per accident for bodily injury or property damage at lease as broad as ISO Form CA 00 01 including coverage for any

owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

iii. Worker's Compensation as required by the State of California.

iv. $1,000,000 Employer's Liability per accident for bodily injury or disease.

b. Maintenance of Coverage

Tenant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Tenant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

c. Proof of Insurance

Tenant shall provide to the Landlord certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the Landlord before commencement of performance. Current evidence of insurance shall be kept on file with the Landlord at all times during the term of this Agreement. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

d. Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

e. Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Landlord, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Tenant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Tenant hereby waives its own right of recovery against the Landlord and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

f. Enforcement of Contract Provisions (non estoppel)

Tenant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Tenant of non-compliance with any requirement imposes no additional obligations on the Landlord, nor does it waive any rights hereunder.

g. Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Tenant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Tenant.

h. Notice of Cancellation

Tenant agrees to oblige its insurance agent or broker and insurers to provide to the Landlord with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

i. Self-insured Retentions

Any self-insured retentions must be declared to and approved by the Landlord. The Landlord reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

j. Timely Notice of Claims

Tenant shall give the Landlord prompt and timely notice of claims made or suits instituted that arise out of or result from Tenant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

k. Additional Insurance

Tenant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

22. **Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

a. The failure by Tenant to make any payment of Base Rent or any other payment required hereunder to Landlord within five (5) days after written notice from Landlord of Tenant's failure to pay any such obligation when due under this Lease.

b. Use of Lease Premises for any purpose other than as authorized in this Lease;

c. Vacating or abandonment of the Lease Premises by Tenant;

d. Failure to provide insurance in accordance with Section 21;

e. A failure by Tenant to observe or perform any covenants, conditions or provisions of this Lease (other than payment of money), if the failure to perform is not cured within thirty (30) days of receiving written notice of the default from the Landlord. If the default cannot be reasonably cured within thirty (30) days, Tenant shall not be in default of this Lease if Tenant commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

f. The making by Tenant of any general assignment for the benefit of creditors,

g. Filing of a voluntary petition in bankruptcy or the adjudication of Tenant as bankrupt.

h. Appointment of a receiver to take possession of all or substantially all the assets of Tenant located at the Lease Premises or of Tenant's leasehold interest in the Lease Premises.

i. Filing by any creditor of the Tenant of an involuntary petition in bankruptcy which is not dismissed within sixty (60) days after filing.

j. Attachment, execution or other judicial seizure of all or substantially all of the assets of Tenant or Tenant's leasehold where such an attachment, execution or seizure is not discharged within sixty (60) days.

Any notice required to be given by Landlord under this Section 22 shall be in lieu of and not in addition to any notice required under Section 1161 of the California Code of Civil Procedure.

23. **Remedies on Default.** In the event of any such material default or breach by Tenant, Landlord may at any time thereafter and without notice or demand and, without limiting Landlord in the exercise of a right or remedy Landlord may have by reason of such default or breach:

a. Termination of Lease or Tenant's right to possession of the Lease Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Lease Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Lease Premises, expenses of reletting, including necessary renovation and alteration of the Lease Premises, for reasonable attorneys' fees and costs, any real estate commission actually paid, or the worth at the time of the award of the unpaid rent which had been earned at the time of the termination; the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of

award exceeds the amount of such rent that Lessee proves could have been reasonably avoided; and any other amount necessary to compensate the Landlord for all the detriment proximately caused by the Tenant's failure to perform Tenant's obligations under this Lease.

b. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover Rent as it becomes due hereunder.

c. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of California. Furthermore, Tenant agrees that no election by Landlord as to any rights or remedies available hereunder or pursuant to any law or judicial decisions of the State of California shall be binding upon Landlord until the time of trial of any such action or proceeding.

d. Take custody of all personal property owned by Tenant on the Premises and to dispose of the personal property and to apply the proceeds from any sale of that property to Tenant's obligations under this Lease.

24. **Waiver.** The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. Acceptance of late payment of Base Rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Base Rent.

25. **Surrender of Leased Premises.** Upon expiration or termination of this Lease, Tenant shall deliver to Landlord physical possession of the Lease Premises and the Leased Personal Property in good condition and repair, reasonable wear and tear.

26. **Time.** Time is of the essence of this Lease and each and all of its provisions.

27. **Inability to Perform.** This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, war, civil insurrection, acts of God, or any other cause beyond the reasonable control of Landlord.

28. **Sale of Premises by Landlord.** In the event of any sale of the Lease Premises, Landlord shall be and hereby is entirely freed and relieved of all liability under any and all of the covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale. The purchaser, at such sale or any subsequent sale of the Lease Premises, shall be deemed, without any further agreements between the parties or

their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out each and all of the covenants and obligations of Landlord under this Lease.

29. **Successors.** The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the Parties hereto, and each and all, including the Party making the assignment, shall be jointly and severally liable hereunder.

30. **Notices.** Any notices, demands or communications under this Agreement between the parties shall be in writing, and may be given by (i) personal service, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return receipt requested, addressed to each party as set forth below or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given (a) as of the date so delivered under delivery methods (i) or (ii) above, or (b) three (3) business days after deposit into the U.S. Mail.

Tenant: Todd Lile
Madera Unified School District
1902 Howard Rd.
Madera, CA 93637
(559) 675-4500
toddlile@maderausd.org

Landlord: Arnoldo Rodriguez
City of Madera
205 W 4th Street
Madera, CA 93637
(559) 661-5402
arodriguez@madera.gov

Copy to: Parks & Community Services Director
701 E 5th Street
Madera, CA 93638

31. **Execution by Landlord Not a Waiver.** Tenant understands and agrees that Landlord, by entering into and executing this Lease, shall not have waived any right, duty, privilege, obligation or authority vested in Landlord with respect to the Lease Premises to approve, disapprove or conditionally approve any application which Tenant may be required to make under any laws, rules, ordinances or regulations now or hereafter in effect which said Landlord may be empowered to apply including, but not limited to, any use permit or approval, whether similar in nature or not.

32. **Entire Agreement.** This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his own examination of this Lease, the counsel of his own advisors, and the warranties, representations, and covenants in the Lease itself. The failure or refusal of either party to inspect the Lease Premises or improvements, to read the Lease or other documents or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

33. **Construction.** This Lease shall be construed according to its fair meaning as if prepared by both parties. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

34. **Attorneys' Fees.** In the event that any action or proceeding is brought by either party to enforce any term or provision of this Lease, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

35. **Authority of Parties.** Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is fully authorized to execute and deliver this Lease on behalf of Tenant and that this Lease is binding upon Tenant in accordance with its terms.

36. **Governing Law.** This Lease shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

37. **Jurisdiction.** If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that a court of competent jurisdiction in the County of Madera shall be the sole venue and jurisdiction for the bringing of such action.

38. **Severability.** If any paragraph, section, sentence, clause, or phrase contained in this Lease shall become illegal, null or void, against public policy, or otherwise unenforceable, for any reason, or held by any court of competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining paragraphs, sections, sentences, clauses or phrases contained in the Lease shall not be affected thereby.

39. **Interest.** Any sum due to the Landlord under this Lease shall bear simple interest from and after its due date at a rate equal to ten percent (10%) per month until paid to Landlord, but no in excess of the maximum rate permitted by law.

40. **Amendment or Modification.** Any modification or amendment of any provision of this Agreement must be in writing executed by both Parties and approved by the Landlord in accordance with applicable law.

41. **Counterparts.** This Agreement may be executed in any number of counterparts,

each of which shall be deemed an original but all of which shall be deemed but one and the same instrument, and a facsimile copy of such execution shall be deemed an original.

42. **Non-Discrimination:** Tenant herein covenants by and for Tenant, Tenant's successors, heirs, executors, administrators and assigns, and all persons claiming under or through Tenant, and this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the use, occupancy, tenure or enjoyment of the Lease Premises.

43. **Acknowledgment:** Each Party acknowledges that they have read and fully understand the contents of this Lease and have had an opportunity to consult with an attorney regarding the same. This Lease represents the entire and integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements, either written or oral.

NOW, THEREFORE, the parties hereto have entered into the Lease as of the Lease Date.

TENANT:

MADERA UNIFIED SCHOOL DISTRICT

By: _____

Printed Name: _____

LANDLORD:

CITY OF MADERA
a municipal corporation

By: _____
Cecelia K. Gallegos, MAYOR

Dated: _____

ATTEST:

By: _____
Alicia Gonzalez, City Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

By:_____
Shannon Chaffin
City Attorney

Exhibit A

Real Property Located at 701 E. 5th Street, Madera, CA 93638

Furniture is included in the Lease.

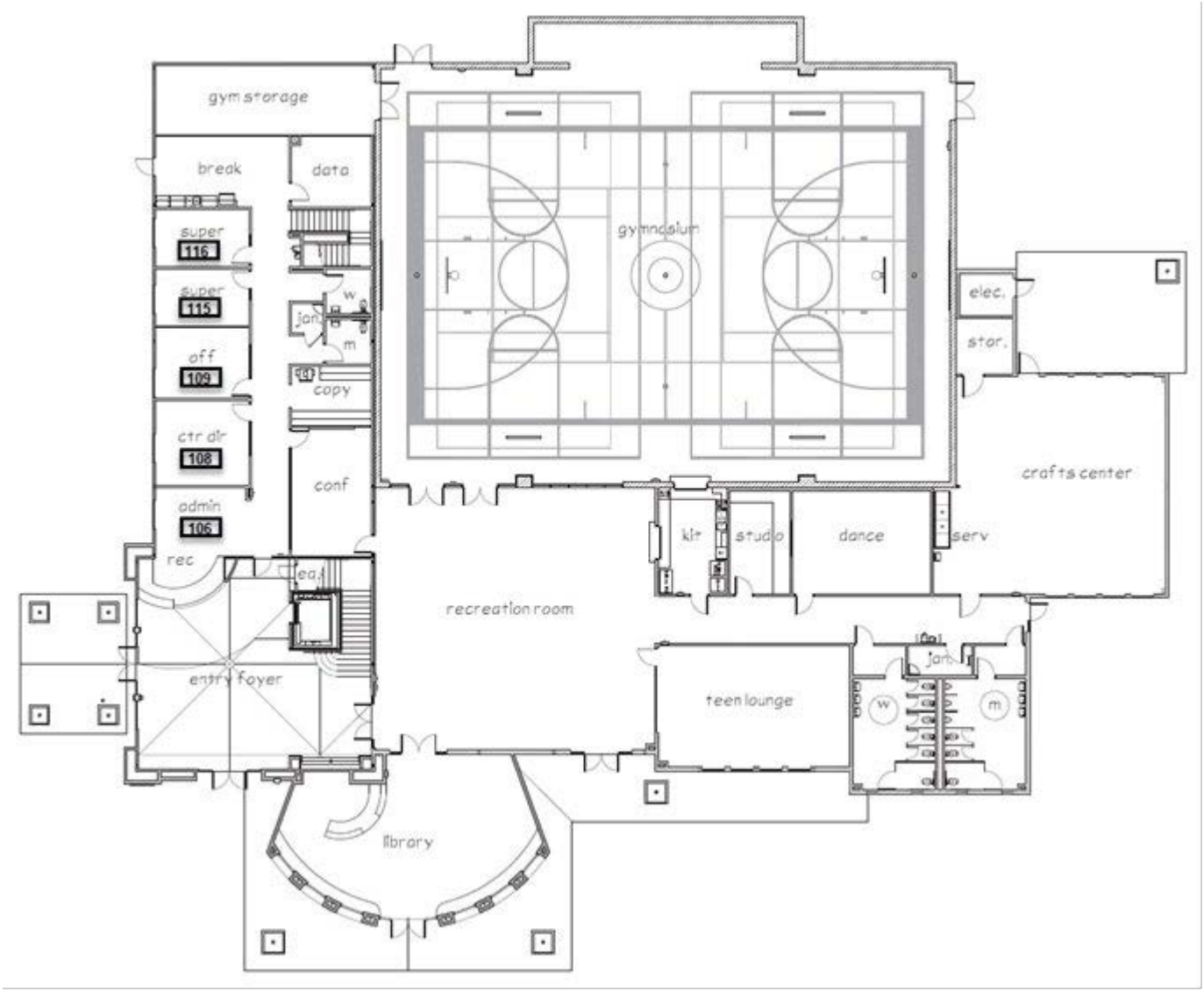


Exhibit B

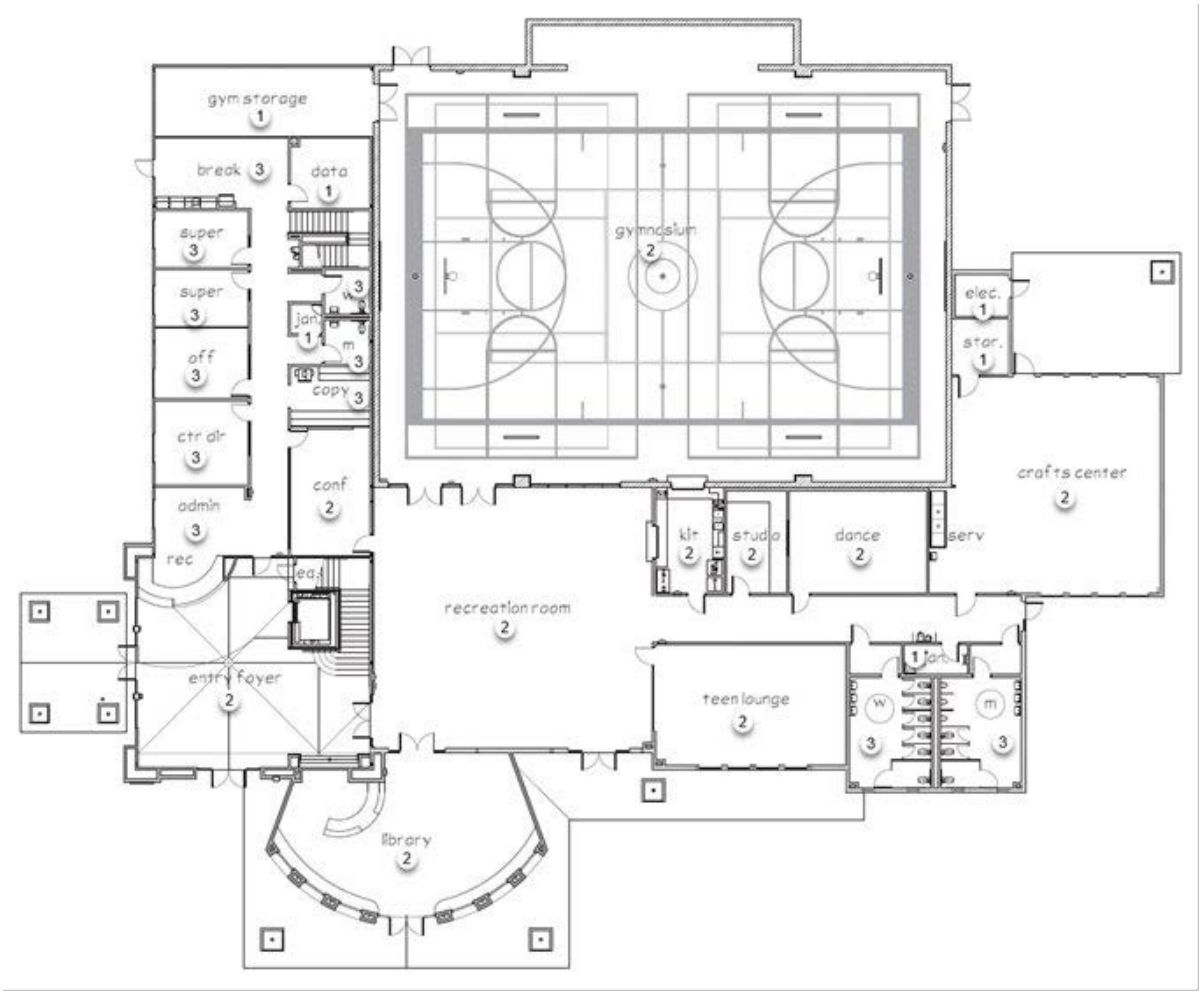
Tenant agrees to abide by the terms of use for common areas as described herein and to adhere to City of Madera Parks and Community Services procedures for communication and scheduling.

1. Restricted use, Landlord only

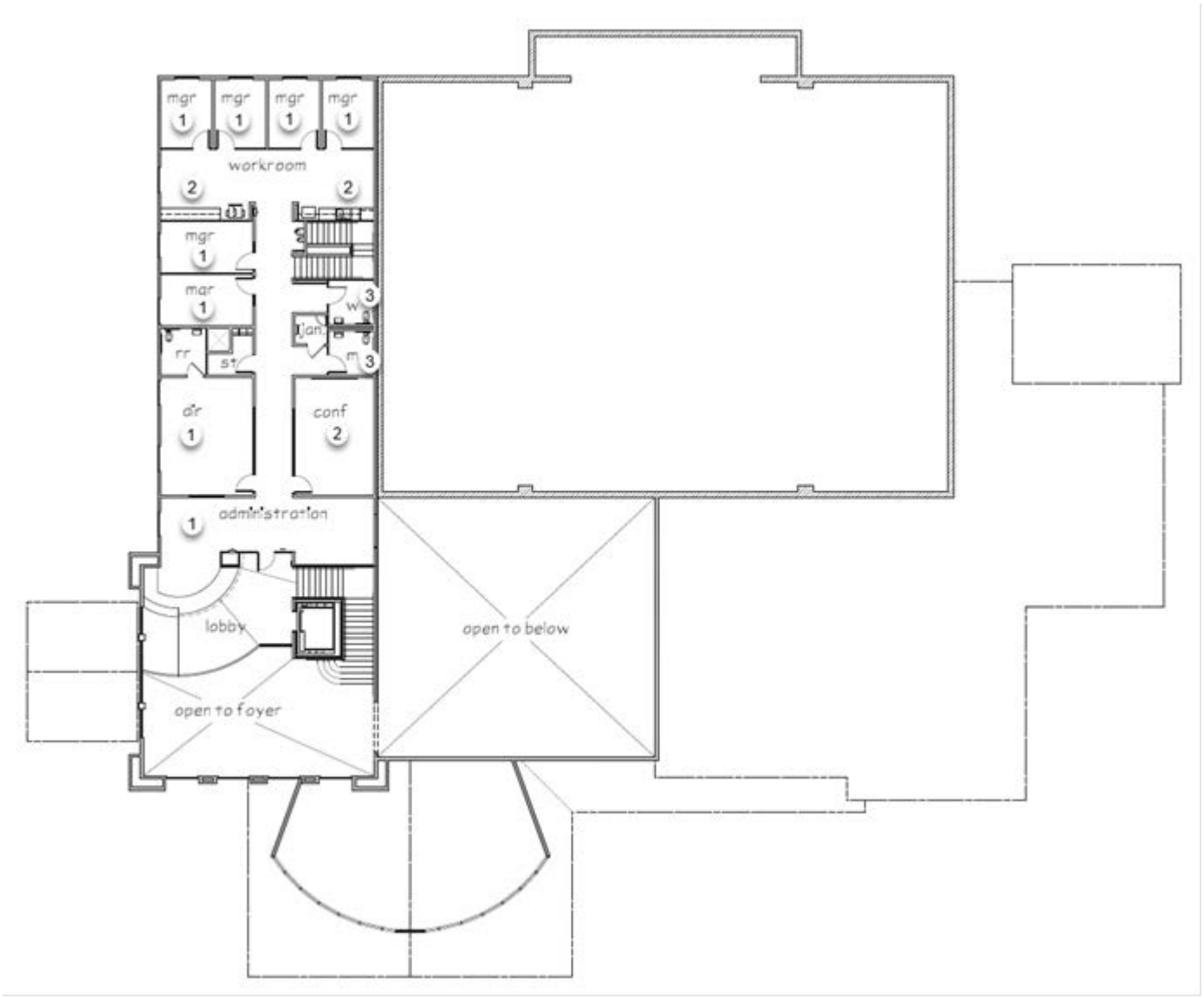
2. Use permitted with pre-approval and scheduling from Parks and Community Service Staff.

3. Unrestricted Tenant use within City Guidelines.

Use of Common Areas 1st Floor



Use of Common Areas 2nd Floor



ATTACHMENT 2

Adopt a Resolution Approving a Two-Year Lease Agreement between the City of Madera and California Teaching Fellows Foundation for the Occupation and Use of Facilities at the John Wells Youth Center

Exhibit 1 – Agreement

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A TWO-YEAR LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND CALIFORNIA TEACHING FELLOWS FOUNDATION FOR OCCUPATION AND USE OF FACILITIES AT THE JOHN W. WELLS YOUTH CENTER

WHEREAS, the City of Madera (City) owns and operates the John W. Wells Youth Center (JWYC) located at 701 East 5th Street; and

WHEREAS, California Teaching Fellows Foundation (CTFF) has requested to continue leasing office space at the JWYC; and

WHERAS, the JWYC is a 25,000 square foot recreation center featuring a full gymnasium, game lounge, crafts center, library, dance room, music studio, and teen lounge; and

WHEREAS, provisions were made in the planning, design, and construction of the JWYC for office, meeting, and workspace that could be made available to non-City agencies, such as a Co-Locator; and

WHEREAS, CTFF provides support to Madera Unified School District with the district-wide after-school program;

WHEREAS, there are no monthly lease agreement fees associated; and

WHEREAS, the Lease Agreement would be in place for the extent of two years, from August 24, 2025, through August 24, 2027;

WHEREAS, the Co-Locator Lease Agreement is in the best interest of the City, CTFF, and the residents of Madera.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA, finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City Council approves the Lease Agreement with the California Teaching Fellows Foundation for occupation and use of facilities at the John W. Wells Youth Center, which is attached hereto as Exhibit 1 and incorporated by reference.
3. This Resolution is effective immediately upon adoption.

****

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Attention: City Clerk
205 W 4th Street
Madera, CA 93637

APN.

[SPACE ABOVE FOR RECORDER'S USE ONLY]

Exempt from filing/recording fees per Govt. Code §27383

LEASE AGREEMENT

This Lease Agreement ("**Lease**") is made and entered into on this ___ day of _____, 2025 ("**Lease Date**"), by and between the CITY OF MADERA, a municipal corporation ("**Landlord**" or "**City**") and CALIFORNIA TEACHING FELLOWS FOUNDATION ("**Tenant**"). Landlord and Tenant are sometimes individually referred to as a "**Party**" and jointly as the "**Parties.**"

RECITALS:

A. Landlord owns that certain real property located at 701 E. 5th Street in Madera, CA, commonly referred to as John W. Wells Youth Center ("Center"), which is legally described on **Exhibit A** attached hereto and incorporated herein by reference ("**Real Property**").

B. The primary function of the Center is to provide space for recreational and educational programming that benefits young residents of City and their families.

C. Provisions were made in the planning, design, and construction of the Center for office, meeting, and workspace that could be made available to non-City agencies such as Tenant providing desired services to youth in the City.

D. Said Tenant shall provide direct services, programming, advocacy, or other activities that benefit the youth of the City.

E. Tenant desires to lease from Landlord and Landlord desires to lease to Tenant a portion of the Real Property pursuant to the terms set forth herein. Tenant has requested use of portions of the Real Property with Madera Unified School District.

NOW, THEREFORE, the parties agree as follows:

1. Lease Premises; Statutory Notice.

1.1. Lease Premises. Subject to the terms of this Lease, Landlord hereby Leases to Tenant and Tenant hereby leases from Landlord, for Tenant's use (in conjunction with Madera Unified School District) (i) that portion within the Real Property as depicted on **Exhibit B** attached hereto consisting of the building

space located at 701 E. 5th Street, Madera, CA ("**Lease Premises).** The Lease Premises include, and as indicated on **Exhibit A:**

a. 1 Admin Area, Suite 106, for a total of 158.97 square feet described more particularly in the Property Location.
b. 1 enclosed office, Suite 108, for a total of 245.19 square feet described more particularly in the Property Location.
c. 1 enclosed office, Suite 109, for a total of 200 square feet described more particularly in the Property Location.
d. 1 enclosed office, Suite 115, for a total of 170 square feet described more particularly in the Property Location.
e. 1 enclosed office, Suite 116, for a total of 170 square feet described more particularly in the Property Location.

In addition, the rental includes shared or conditional use of certain other facilities of the Center as specified in the Use of Common Areas 1st Floor ("**Exhibit B**").

1.2. Common Areas. Excluding the Lease Premises, the portions of the Real Property such as the recreation room, library, teen lounge, dan studio, crafts center, gymnasium, entry foyer, conference room, and other areas described in Exhibit B. ("**Common Areas**.")

1.3. Reserved Rights. Landlord shall have the right from time to time, in Landlord's sole discretion, to do any of the following without Tenant's consent but on not less than twenty-four (24) hours' notice to Tenant:

i. To temporarily close any of the Common Areas for maintenance purposes, so long as reasonable access to the Lease Premises remains available;

ii. To use the Common Areas while engaged in making additional improvements, repairs, or alterations to the Lease Premises, or other portions of the Real Property; and

iii. To do or perform such other acts or make such other changes in, to or with respect to the Common Areas as Landlord may, in the exercise of its reasonable judgment, deem to be appropriate.

1.4. Parking. During the term of this Lease, Lessee shall have the non-exclusive use in common with Landlord, the public, other tenants of the building and their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas adjacent to the Leased Premises or in reasonable proximity thereto, for Lessee and Lessee's agents and employees. Landlord reserves the sole right to designate specific parking spaces for vendors, visitors, clients, ADA accessibility, and other uses as the Landlord sees fit.

There is no long-term or permanent parking of any vehicles permitted. Landlord will not be responsible for any damage or theft to cars parked on the premises at any time.

1.5. Statutory Disclosure Notice. Pursuant to California Civil Code Section 1938, Tenant is advised that the Lease Premises has not undergone inspection by a Certified Access Specialist (CASp) and, therefore, Landlord is not aware if the Lease Premises complies with the applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.

2. Term; Right to Terminate.

2.1. Term. This Lease shall commence on August 24, 2025 ("**Effective Date**") and be in place for a total of twenty-four (24) months, through August 24, 2027. ("**Term"**)

2.2. Landlord's Right to Terminate. At anytime, with or without cause, Landlord may terminate this Lease upon thirty (30) days written notice. Tenant shall surrender the Lease Premises in the condition described herein (Section 24) and Tenant shall not be eligible for moving or relocation expenses.

Tenant acknowledges that its occupancy is contingent upon the Madera Unified School District's Lease Agreement with the City, and payment by the District of rent thereunder. Accordingly, Tenant shall be required to vacate the Leased Premises within thirty (30) days upon: (i) termination or expiration of the Madera Unified School District's lease with the City, regardless of cause; (ii) any failure by Madera Unified School District to pay rent or other amounts; or (iii) Madera Unified School District's eviction from the Lease Premises for any reason. Tenant waives any right to remain in possession beyond such thirty (30)-day period and shall surrender the Lease Premises without further demand.

2.3. Recordation. Within ten (10) business days of the execution and acknowledgement of this Lease by both parties, Landlord shall cause a copy of this Lease to be recorded in the Official Records of Madera County ("**Official Records**") pursuant to Government Code Section 37393. Upon termination or exercise of any rights under this Lease or an amendment of this Lease, the parties shall record a copy thereof in the Official Records. Upon termination of the Lease, Tenant shall promptly execute, acknowledge and deliver to Landlord any documents reasonably requested by Landlord in order to terminate the Lease in the Official Records.

3. Rent. Tenant acknowledges that its occupancy is contingent upon the Madera Unified School District's Lease Agreement with the City. Tenant's rent obligations are being satisfied by the Madera Unified School District ("District") payment of rent to Landlord. If the District fails to pay rent, or that Lease Agreement otherwise expires or is terminated, Tenant shall vacate the premises as set forth in Section 2 of this Agreement.

4. [Omitted].

5. Use of Premises.

5.1. Use. Tenant shall only use the Lease Premises for activities related to the education, recreation, or well-being of the City's youth and/or their families in accordance with the mission and purpose of the John W. Wells Youth Center. The City agrees to allow Tenant's use of the leased Facilities described herein, and reasonable use of the common areas as described in Exhibit B. Reasonable use shall be determined by the sole judgment of the City.

Tenant acknowledges that the Leased Premises are shared with the Madera Unified School District, and therefore, the Tenant's use shall be coordinated by Tenant to ensure compatibility with the Madera Unified School District's occupancy and activities.

Any other use of the leased Facilities, common areas, or grounds of the Center, including the Centennial Pool Complex and Centennial Park, must be pre-approved by the Director of Parks and Community Services, and shall be immediately terminated upon notice from the Director.

5.2. Compliance with Law. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and other governmental rules, regulations or requirements now in force or which may hereinafter be enacted or promulgated, relating to, or affecting Tenant's use or occupancy of the Lease Premises.

5.3. Prohibitions. Tenant shall not do or permit anything to be done in or about the Lease Premises which will in any way obstruct or interfere with the rights of other parties, Landlord's use of the Building, or injure or annoy them or use or allow or permit the Lease Premises to be used for any improper, immoral, unlawful or objectionable purpose. Tenant shall not cause, maintain or permit any nuisance in or about the Lease Premises, nor commit or suffer to be committed any waste or storage of any environmental hazardous materials in or upon the Lease Premises. Tenant shall not do or permit anything to be done in or about the Lease Premises, nor bring or keep anything therein, which will in any way increase the existing rate of or affect any fire or other insurance upon the Lease Premises, or part thereof, or the contents of the Lease Premises, or cause cancellation of any insurance policy covering the Lease Premises, or part thereof, or its contents.

Tenant shall not allow any animals on the Premises except service dogs as defined in federal and state law.

Tenant shall not permit smoking or vaping inside any area of the Lease Premises. Persons wishing to smoke outside shall do so at a minimum of

twenty (20) feet distance from any Lease Premises entrance, exit and operable window – assuming that smoking is not otherwise prohibited by any federal, state, or local law including the City of Madera Municipal Code as may be amended. Persons wishing to smoke are responsible for disposing of cigarette butts in an appropriate receptacle.

Tenant and their employees are advised of their responsibility to maintain direct supervision of any and all minor children present at their Lease Premises.

Tenant and their employees are expressly prohibited from using, allowing to be used or bringing any illegal drug or narcotic (under either Federal or state law) onto Lease Premises. In the interest of safety, anyone known to be under the influence of drugs and/or alcohol must be asked to, and shall, leave the Lease Premises immediately.

Tenant and their employees shall not permit in any activity on Lease Premises that is in violation of Local, State, or Federal law, or City administrative policy.

Tenant and their employees shall not permit profit making or fundraising activities on Lease Premises without prior approval and consent of the City.

Tenant and their employees shall not permit political activities of any kind on Lease Premises.

Tenant and their employees shall not permit activities that may damage any finish, surface, landscape, fixture, or equipment on the Lease Premises.

Tenant and their employees shall not permit storing, manufacturing, or selling any inherently dangerous or illegal substances, chemicals, things, or devices on the Lease Premises.

Tenant and their employees shall not permit any activity or practice that discriminates on the basis of gender, sex, race, color, ethnicity, ancestry, national origin, age, marital status, pregnancy, religious creed, sexual orientation, medical condition, political affiliation/opinion, Veteran's status, or disability on the Lease Premises.

5.4. **AS-IS**. Tenant has had an opportunity to inspect the Lease Premise prior to the Effective Date and accepts it in AS-IS condition without any representations or warranties of any nature or kind whatsoever from Landlord. Tenant assumes all responsibility and expense of repairing, restoring or fixing the interior and exterior of premises so that they are suitable for the permitted uses.

5.5. **Matters of Record.** This Lease is subject to all existing easements, covenants, servitudes, licenses, rights-of-way and all matters of record with respect to the Common Area.

6. Maintenance and Repairs.

6.1. Tenant's Duties.

Lessee shall furnish, during the lease term, at Lessee's sole expense, the following:

a. All building repairs both inside and out, including the roof. Means and methods of repair shall be subject to the approval of the City's Director of Parks and Community Services.

b. All equipment maintenance and replacement including air conditioning units. Replacement of equipment shall be subject to the approval of the City's Parks and Community Services Director.

c. Inside custodial supplies and services.

Tenant shall, at Tenant's sole cost and expense, maintain the interior non-structural portions of the Lease Premises (including doors and glass) in good condition and repair at all times and, upon the expiration or sooner termination of this Lease, surrender the Lease Premises in good condition and repair, reasonable wear and tear excepted. Should Tenant fail to vacate the Lease Premises in a clean and undamaged condition, Landlord may arrange for the cleaning and/or repair of the Lease Premises, the cost of which will promptly be reimbursed by Tenant.

6.2. Landlord's Duties.

Landlord shall not be required to make repairs necessitated by reason of (1) negligence or willful misconduct of Tenant, or any of Tenant's staff, volunteers, contractors, invitees, employees, clients or customers; (2) by reason of failure of tenant to perform or observe and promptly report to Landlord any conditions the repair of which are Landlord's responsibility; or (3) by reason of the failure of Tenant to perform or observe the conditions or agreements in this Lease, or caused by unauthorized alterations, additions or improvements made by Tenant or anyone claiming under Tenant. Tenant shall be solely responsible, at its cost and expense to repair any Tenant caused damage.

6.3. Common Areas. Landlord shall maintain the Common Areas in good condition and repair at all times.

7. <u>Alterations and Additions</u>. Tenant shall not make or suffer to be made any alterations, additions or improvements in, to or about the Lease Premises or any part thereof without the prior written consent of Landlord. Any alterations, additions or improvements in, to or about the Lease Premises including, but not limited to, wall

coverings, carpeting, paneling and built-in cabinet work, but excepting Tenant's movable furniture and trade fixtures, shall, on the expiration of the Term, and any extensions thereof, become a part of the realty and belong to Landlord and shall be surrendered with the Lease Premises.

8. **Signs.** Tenant shall not place any sign upon the Lease Premises without Landlord's prior written consent, and as approved by the Parks & Community Services Director. If Landlord consents to any sign, such sign shall be installed or affixed in the receptacle provided for such sign only. Landlord shall not unreasonably withhold its consent to a reasonable sign which Tenant, at Tenant's sole cost and expense, may install in compliance with Landlord's requirements and in compliance with all applicable municipal ordinances. Any damage to the Lease Premises occasioned by the installation, maintenance, or removal of such sign shall be borne by the Tenant.

9. **Utilities.** Tenant shall pay, before delinquency, for all charges for telephone service and internet, and all other services and utilities used in, upon or about the Lease Premises by Tenant during the entire Lease. Tenant shall also be responsible for arranging such services directly with the utility service providers. No modifications to the Lease Premises (including any installations to the walls or roof) shall be made by Tenant's service providers without the prior written consent of Landlord. Furthermore, Landlord shall not provide or be responsible for the use of emergency generator services to Tenant.

10. **Claims Against Premises.** Tenant shall not suffer or permit to be enforced against the Lease Premises, or any part thereof, any mechanic's, materialman's, contractor's or subcontractor's liens arising from any claim for any work of construction, repair, restoration, replacement or improvement of or to the Lease Premises or any other claim or demand however the same may arise, but Tenant shall pay or cause to be paid any and all such claims or demands before any action is brought to enforce the same against the Lease Premises. Tenant agrees to indemnify and hold Landlord and the Lease Premises free and harmless of all liability for any and all such claims and demands, together with Landlord's reasonable attorneys' fees and all costs and expenses in connection with any such claims or liens.

11. **Real and Personal Property Taxes.** Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the term hereof upon all of Tenant's possessory interest in and to the Lease Premises, leasehold improvements, equipment, furniture fixtures and personal property located in or about the Lease Premises. Tenant specifically acknowledges that the interest granted under this Lease may be subject to possessory interest taxes. Tenant agrees that, without prior demand or notice by Landlord, Tenant shall, not less than fifteen (15) days prior to the day upon which any such possessory interest or other such tax is due, provide Landlord with proof of payment of such tax.

12. **Rules and Regulations.** Tenant shall faithfully observe and comply with all the rules and regulations promulgated by Landlord from time to time. Any additions and

modifications to those rules and regulations shall be binding upon Tenant upon delivery of a copy thereof to Tenant.

13. **Holding Over.** Tenant has no right to retain possession of the Lease Premises or any part thereof beyond the expiration or earlier termination of this Lease. Any holding over after the expiration of the term of this Lease, with the consent of the Landlord shall be a tenancy from month-to-month with Base Rent payable each month. The tenancy is cancelable upon thirty (30) days' written notice upon the terms and conditions that existed during the last year of the Term.

14. **Entry by Landlord.** Tenant agrees that representatives of Landlord, as designated by Landlord, shall, during normal business hours, or outside normal business hours in the event of an emergency, have the right to enter the Lease Premises and inspect the same to determine if the same complies with each and every term and condition of this Lease and with all applicable municipal, county, state and federal laws, rules, ordinances and regulations relating to Real Property occupancy and the conduct of Tenant's business. Tenant waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Lease Premises, and any loss occasioned thereby. For each of the aforementioned purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Lease Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency in order to obtain entry to the Lease Premises without liability to Tenant, except for any failure to exercise reasonable care for Tenant's property. Any entry to the Lease Premises obtained by Landlord by any of said reasons, or otherwise, shall not, under any circumstances, be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Lease Premises, or an eviction of Tenant from the Lease Premises or any portion thereof.

15. **Access and Security Obligations of Tenant:** Tenant shall have no obligation to perform building opening procedures in the event Tenant enters the Premises concurrently with, or subsequent to, the arrival of Landlord's personnel during Landlord's regular business hours, defined as Monday through Friday from 8:00 a.m. to 5:00 p.m. Likewise, Tenant shall have no obligation to perform building closing procedures if Tenant departs the Premises concurrently with, or prior to, the departure of Landlord's personnel during such regular business hours.

    Outside of Landlord's regular business hours, Tenant shall be solely responsible for performing the following minimum procedures upon entering and exiting the Premises:

    a. Accessing the Lease Premises solely through the front entrance lobby door located adjacent to the main parking area;

    b. Immediately deactivating the security alarm system upon entry;

c. Ensuring that the entrance door remains locked at all times to prevent unauthorized access;

d. Restricting Tenant's activities, to the extent practicable, to the first-floor administration area of the Premises;

e. Refraining from entering the Recreation Room or other areas beyond the administration area without the prior written consent of Landlord;

f. If Tenant is the last person to vacate the administration area of the Lease Premises, ensuring that all copy machines and equipment are powered off, all interior doors within the administration area are properly closed, all exterior doors to the Lease Premises are securely locked, and the security alarm system is activated immediately prior to exiting the Lease Premises.

16. **Damage.** In the event the Lease Premises are destroyed or damaged by fire or other casualty as to be rendered uninhabitable ("**Casualty**"), this Lease may be terminated by either party in its sole discretion upon written notice to Tenant within thirty (30) days of such occurrence. If the Lease is not terminated by Landlord or Tenant, Tenant shall be responsible to repair the damage to the Lease Premises and Landlord shall be responsible to repair any damage to the Real Property (other than the Lease Premises) or Common Areas unless such was caused by Tenant or its employees, agents or invitees in which event Tenant shall, at its sole cost and expense repair the damage.

17. **Repair of Damage by Landlord.** Tenant agrees to notify Landlord in writing promptly of any damage to the Lease Premises resulting from a Casualty, as defined above. If the Lease Premises are damaged by a Casualty or any Common Areas of the Real Property providing access to the Lease Premises are damaged by a Casualty such that Tenant does not have reasonable access to the Lease Premises and neither Landlord nor Tenant has elected to terminate this Lease, Landlord shall promptly and diligently restore such Common Areas to substantially the same condition as existed before the Casualty, except for modifications required by Real Property codes and other laws and except for any other modifications to the Common Areas considered desirable by Landlord. In making these modifications, Landlord shall reasonably endeavor to avoid impairing Tenant's access to the Lease Premises. Landlord's obligation to restore is subject to the availability of insurance proceeds and shall further be subject to reasonable delays for insurance adjustments and other matters beyond Landlord's reasonable control and subject to the other clauses of this Lease. If Tenant requests that Landlord modify Tenant improvements in connection with the rebuilding, Landlord may condition its consent to those modifications on:

a. Tenant's payment to Landlord before construction is begun of any sums in excess of the amount of insurance proceeds received by Landlord that are needed to complete the restoration of Tenant improvements; and

b. Confirmation by Landlord's architect or contractor that the modifications will not increase the scope of work or the time necessary to complete Tenant improvements.

18. **Waiver of Relocation, Goodwill and Condemnation.** Tenant knowingly and voluntarily acknowledges and agrees upon its vacation of the Lease Premises at the end of the Lease term, upon the sooner termination thereof, for any reason or vacation of the Lease Premises under any circumstances, in no event shall Tenant be entitled or shall Landlord, including its employees, agents and assignees, be required to provide any relocation benefits, compensation for loss of goodwill, or assistance under any applicable federal, state or local laws or regulations including without limitation, Uniform Relocation Assistance Laws, California Government Code section 7260, et seq. Further, Tenant being fully informed of any and all of its rights and obligations and all laws and regulations (including without limitation, the Uniform Relocation Assistance Laws, California Government Code section 7260, et seq.) in connection therewith fully waives, releases and rejects any all relocation assistance and benefits relating to or in any respect connected with Tenant vacating the Lease Premises.

Tenant knowingly and voluntarily acknowledges and agrees upon its vacation of the Lease Premises at the end of the Term, upon the sooner termination thereof for any reason, or vacation of the Lease Premises under any circumstances, in no event shall Tenant be entitled or shall Landlord be required to provide any compensation or consideration to Tenant for the leasehold interest of Tenant, improvements pertaining to realty, personal property, fixtures and equipment, pre-condemnation damages, severance damages or interest and litigation expenses, whether based on condemnation, inverse condemnation or any other reason. Upon vacation of the Lease Premises or termination of the Lease, Tenant knowingly waives and surrenders any claims or rights to the leasehold interest, improvements pertaining to realty, personal property, fixtures and equipment, precondemnation damages, severance damages or interest and litigation expenses.

19. **Estoppel Certificate.** Tenant shall, at any time and from time to time, upon not less than ten (10) days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect and the date to which the rental and other charges are paid in advance, if any; and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of which the Lease Premises are a part.

20. **Assignment and Subletting.** Tenant shall not assign or transfer this Lease or any right hereunder to any other party or parties, nor shall Tenant sublet all or any portion of the Lease Premises without first obtaining the written consent of Landlord which

Landlord may withhold in its sole and absolute discretion. Any transfer, assignment or subletting of the Lease Premises without such prior written consent shall be void for all purposes. Consent to any such transfer, assignment or subletting shall be at Landlord's sole discretion.

Indemnification. Tenant shall indemnify, defend, and hold harmless the Landlord, its officers, employees, agents and volunteers ("Landlord indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Tenant's performance of its obligations under this agreement or out of the operations conducted by Tenant, except for such loss or damage arising from the sole negligence or willful misconduct of the Landlord. In the event the Landlord indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Tenant's performance of this agreement, the Tenant shall provide a defense to the Landlord indemnitees, or at the Landlord's option, reimburse the Landlord indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

21. **Insurance.** Tenant shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Tenant's operation and use of the Facilities. The cost of insurance shall be borne by the Tenant. Should Tenant reserve common areas of the facility for its sole use , Landlord reserves the right to require specific event insurance separate and above the below requirements based on the nature of the event, anticipated number of participants, and planned activities.

    a. Minimum Scope and Limits of Insurance. Tenant shall maintain limits no less than:

        i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury, and sexual abuse and molestation coverage with limits no less than $3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. CGL policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

        ii. Automobile Liability: $2,000,000 per accident for bodily injury or property damage at lease as broad as ISO Form CA 00 01 including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

        iii. Worker's Compensation as required by the State of California.

        iv. $1,000,000 Employer's Liability per accident for bodily injury or disease.

b. Maintenance of Coverage

Tenant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Tenant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

c. Proof of Insurance

Tenant shall provide to the Landlord certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the Landlord before commencement of performance. Current evidence of insurance shall be kept on file with the Landlord at all times during the term of this Agreement. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

d. Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

e. Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Landlord, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Tenant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Tenant hereby waives its own right of recovery against the Landlord and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

f. Enforcement of Contract Provisions (non estoppel)

Tenant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Tenant of non-compliance with any requirement imposes no additional obligations on the Landlord, nor does it waive any rights hereunder.

g. Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Tenant maintains higher limits than the minimums

required above, the entity shall be entitled to coverage at the higher limits maintained by Tenant.

h. Notice of Cancellation

Tenant agrees to oblige its insurance agent or broker and insurers to provide to the Landlord with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

i. Self-insured Retentions

Any self-insured retentions must be declared to and approved by the Landlord. The Landlord reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

j. Timely Notice of Claims

Tenant shall give the Landlord prompt and timely notice of claims made or suits instituted that arise out of or result from Tenant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

k. Additional Insurance

Tenant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

22. **Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

a. The failure by Tenant to make any payment of Base Rent or any other payment required hereunder to Landlord within five (5) days after written notice from Landlord of Tenant's failure to pay any such obligation when due under this Lease.

b. Use of Lease Premises for any purpose other than as authorized in this Lease;

c. Vacating or abandonment of the Lease Premises by Tenant;

d. Failure to provide insurance in accordance with Section 21;

e. A failure by Tenant to observe or perform any covenants, conditions or provisions of this Lease (other than payment of money), if the failure to perform is not cured within thirty (30) days of receiving written notice of the default from the Landlord. If the default cannot be reasonably cured within thirty (30) days, Tenant shall not be in default of this Lease if Tenant commences to cure the

default within the thirty (30) day period and diligently and in good faith continues to cure the default.

f. The making by Tenant of any general assignment for the benefit of creditors,

g. Filing of a voluntary petition in bankruptcy or the adjudication of Tenant as bankrupt.

h. Appointment of a receiver to take possession of all or substantially all the assets of Tenant located at the Lease Premises or of Tenant's leasehold interest in the Lease Premises.

i. Filing by any creditor of the Tenant of an involuntary petition in bankruptcy which is not dismissed within sixty (60) days after filing.

j. Attachment, execution or other judicial seizure of all or substantially all of the assets of Tenant or Tenant's leasehold where such an attachment, execution or seizure is not discharged within sixty (60) days.

Any notice required to be given by Landlord under this Section 22 shall be in lieu of and not in addition to any notice required under Section 1161 of the California Code of Civil Procedure.

23. **Remedies on Default.** In the event of any such material default or breach by Tenant, Landlord may at any time thereafter and without notice or demand and, without limiting Landlord in the exercise of a right or remedy Landlord may have by reason of such default or breach:

a. Termination of Lease or Tenant's right to possession of the Lease Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Lease Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Lease Premises, expenses of reletting, including necessary renovation and alteration of the Lease Premises, for reasonable attorneys' fees and costs, any real estate commission actually paid, or the worth at the time of the award of the unpaid rent which had been earned at the time of the termination; the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rent that Lessee proves could have been reasonably avoided; and any other amount necessary to compensate the Landlord for all the detriment proximately caused by the Tenant's failure to perform Tenant's obligations under this Lease.

b. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall be entitled to enforce all of Landlord's rights

and remedies under this Lease, including the right to recover Rent as it becomes due hereunder.

c. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of California. Furthermore, Tenant agrees that no election by Landlord as to any rights or remedies available hereunder or pursuant to any law or judicial decisions of the State of California shall be binding upon Landlord until the time of trial of any such action or proceeding.

d. Take custody of all personal property owned by Tenant on the Premises and to dispose of the personal property and to apply the proceeds from any sale of that property to Tenant's obligations under this Lease.

24. **Waiver.** The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. Acceptance of late payment of Base Rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Base Rent.

25. **Surrender of Leased Premises.** Upon expiration or termination of this Lease, Tenant shall deliver to Landlord physical possession of the Lease Premises and the Leased Personal Property in good condition and repair, reasonable wear and tear.

26. **Time.** Time is of the essence of this Lease and each and all of its provisions.

27. **Inability to Perform.** This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, war, civil insurrection, acts of God, or any other cause beyond the reasonable control of Landlord.

28. **Sale of Premises by Landlord.** In the event of any sale of the Lease Premises, Landlord shall be and hereby is entirely freed and relieved of all liability under any and all of the covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale. The purchaser, at such sale or any subsequent sale of the Lease Premises, shall be deemed, without any further agreements between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out each and all of the covenants and obligations of Landlord under this Lease.

29. **Successors.** The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and

assigns of all the Parties hereto, and each and all, including the Party making the assignment, shall be jointly and severally liable hereunder.

30. **Notices.** Any notices, demands or communications under this Agreement between the parties shall be in writing, and may be given by (i) personal service, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return receipt requested, addressed to each party as set forth below or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given (a) as of the date so delivered under delivery methods (i) or (ii) above, or (b) three (3) business days after deposit into the U.S. Mail.

Tenant: California Teaching Fellows Foundation
7110 N. Fresno St., Suite 300
Fresno, CA 93720

Landlord: Arnoldo Rodriguez
City of Madera
205 W 4th Street
Madera, CA 93637
(559) 661-5402
arodriguez@madera.gov

Copy to: Parks & Community Services Director
701 E 5th Street
Madera, CA 93638

31. **Execution by Landlord Not a Waiver.** Tenant understands and agrees that Landlord, by entering into and executing this Lease, shall not have waived any right, duty, privilege, obligation or authority vested in Landlord with respect to the Lease Premises to approve, disapprove or conditionally approve any application which Tenant may be required to make under any laws, rules, ordinances or regulations now or hereafter in effect which said Landlord may be empowered to apply including, but not limited to, any use permit or approval, whether similar in nature or not.

32. **Entire Agreement.** This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his own examination of this Lease, the counsel of his own advisors, and the warranties, representations, and covenants in the Lease itself. The failure or refusal of either party to inspect the Lease Premises or improvements, to read the Lease or other documents or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

33. **Construction.** This Lease shall be construed according to its fair meaning as if prepared by both parties. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

34. **Attorneys' Fees.** In the event that any action or proceeding is brought by either party to enforce any term or provision of this Lease, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

35. **Authority of Parties.** Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is fully authorized to execute and deliver this Lease on behalf of Tenant and that this Lease is binding upon Tenant in accordance with its terms.

36. **Governing Law.** This Lease shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

37. **Jurisdiction.** If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that a court of competent jurisdiction in the County of Madera shall be the sole venue and jurisdiction for the bringing of such action.

38. **Severability.** If any paragraph, section, sentence, clause, or phrase contained in this Lease shall become illegal, null or void, against public policy, or otherwise unenforceable, for any reason, or held by any court of competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining paragraphs, sections, sentences, clauses or phrases contained in the Lease shall not be affected thereby.

39. **Interest.** Any sum due to the Landlord under this Lease shall bear simple interest from and after its due date at a rate equal to ten percent (10%) per month until paid to Landlord, but no in excess of the maximum rate permitted by law.

40. **Amendment or Modification.** Any modification or amendment of any provision of this Agreement must be in writing executed by both Parties and approved by the Landlord in accordance with applicable law.

41. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall be deemed but one and the same instrument, and a facsimile copy of such execution shall be deemed an original.

42. **Non-Discrimination:** Tenant herein covenants by and for Tenant, Tenant's successors, heirs, executors, administrators and assigns, and all persons claiming under or through Tenant, and this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex,

marital status, national origin or ancestry, in the use, occupancy, tenure or enjoyment of the Lease Premises.

43. **Acknowledgment:** Each Party acknowledges that they have read and fully understand the contents of this Lease and have had an opportunity to consult with an attorney regarding the same. This Lease represents the entire and integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements, either written or oral.

NOW, THEREFORE, the parties hereto have entered into the Lease as of the Lease Date.

TENANT:

CALIFORNIA TEACHING FELLOWS FOUNDATION

By: _____

Printed Name: _____

LANDLORD:

CITY OF MADERA
a municipal corporation

By: _____
Cecelia K. Gallegos, Mayor

Dated: _____

ATTEST:

By: _____
Alicia Gonzalez, City Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

By:_____
Shannon Chaffin
City Attorney

Exhibit A

Real Property Located at 701 E. 5th Street, Madera, CA 93638

Furniture is included in the Lease.

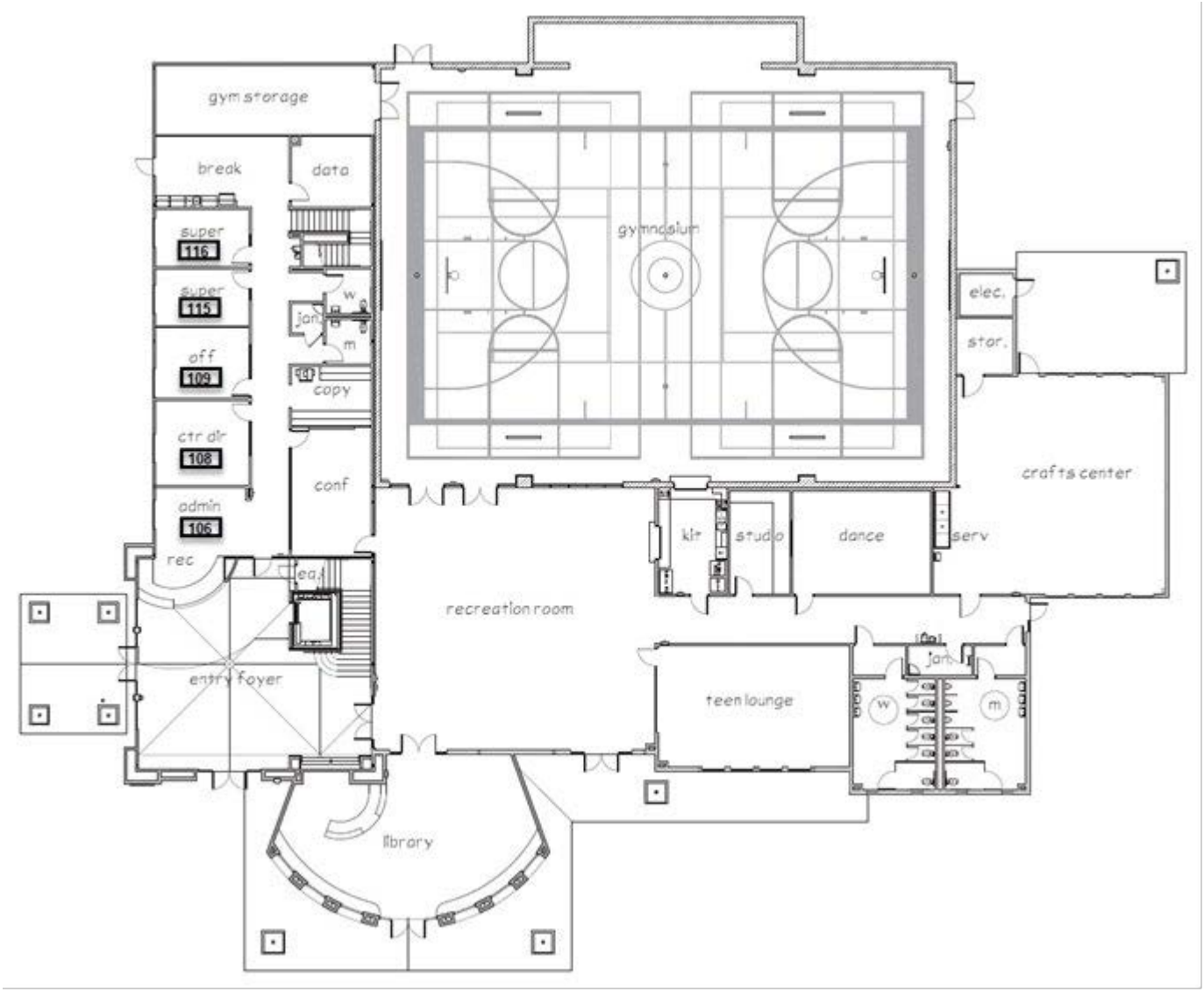


Exhibit B

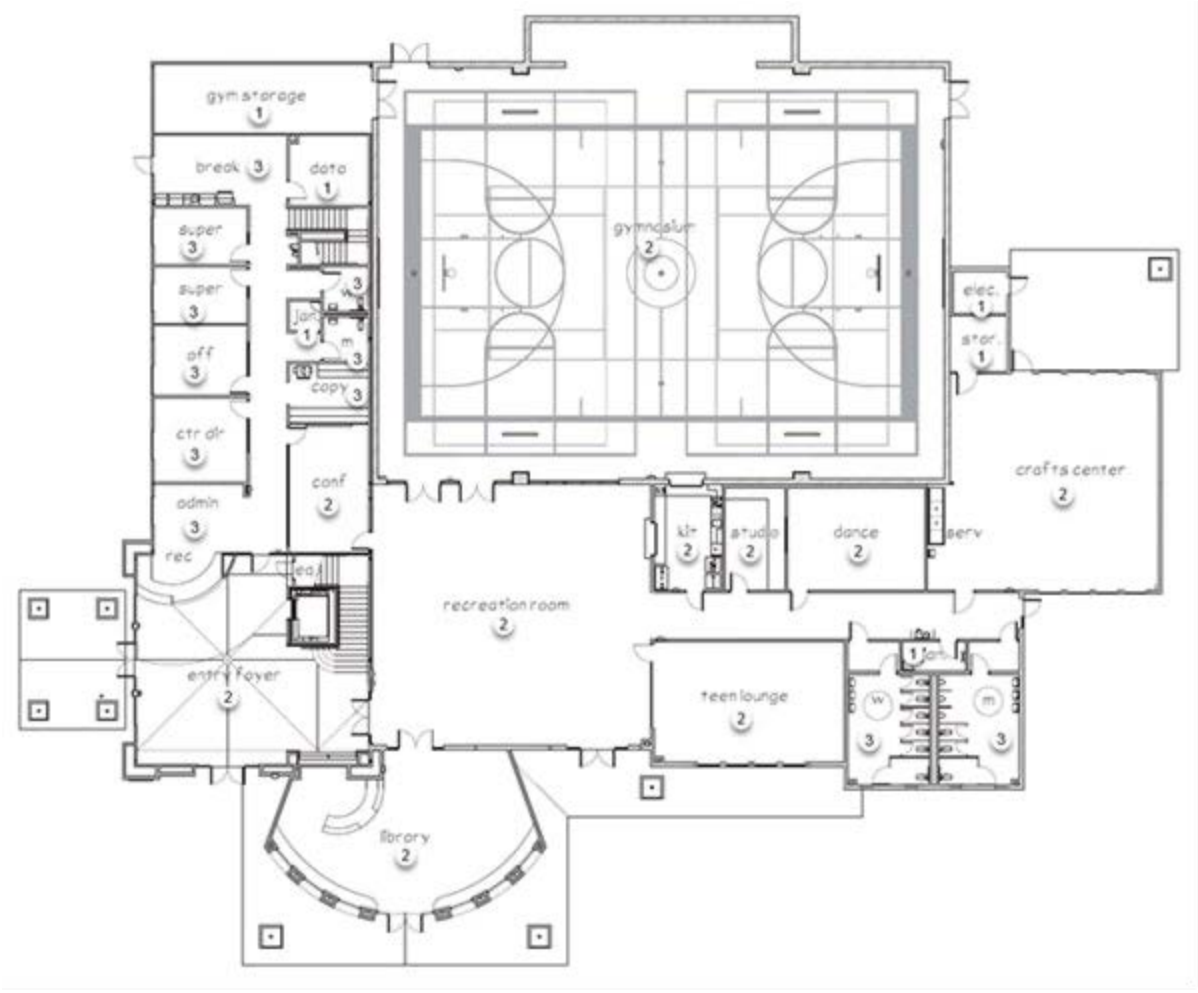
Tenant agrees to abide by the terms of use for common areas as described herein and to adhere to City of Madera Parks and Community Services procedures for communication and scheduling.

1. Restricted use, Landlord only

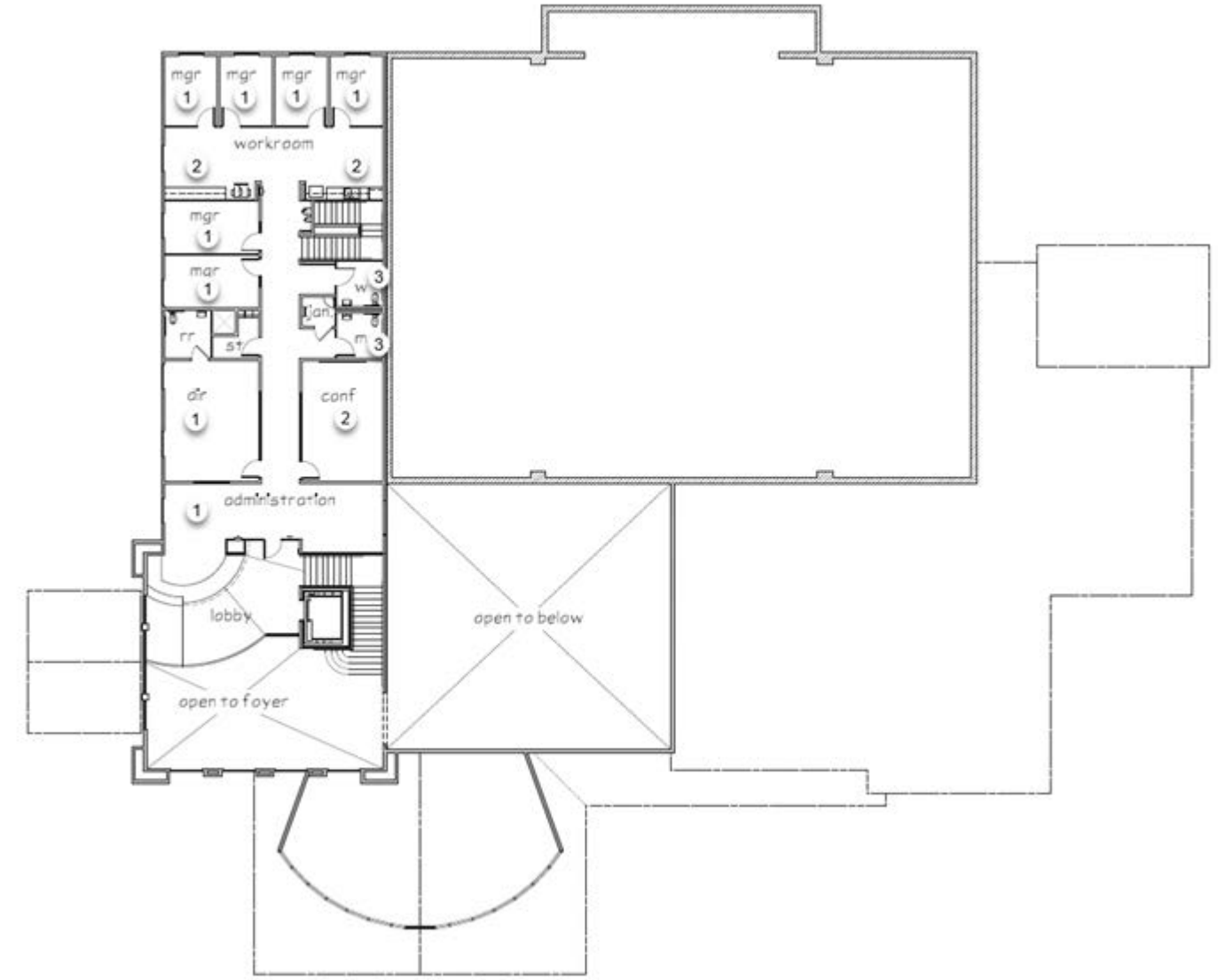
2. Use permitted with pre-approval and scheduling from Parks and Community Service Staff.

3. Unrestricted Tenant use within City Guidelines.

Use of Common Areas 1st Floor



Use of Common Areas 2nd Floor



REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 16, 2025

Agenda Number: B-12

SUBJECT:

Assemblywoman Esmeralda Soria Fee Waiver Request for the Community Resource Fair and Backpack Giveaway

RECOMMENDATION:

Adopt a Resolution waiving the rental fees of the Pan-American Community Center (PACC) on August 5, 2025, related to the Community Resource Fair and Backpack Giveaway event hosted by Assemblywoman Esmeralda Soria, at an anticipated rental fee of $790

SUMMARY:

The City received a request from Assemblywoman Esmeralda Soria seeking a waiver of rental fees for the use of the PACC to host the Community Resource Fair and Backpack Giveaway. The event is scheduled for Tuesday, August 5, 2025.

DISCUSSION:

Assemblywoman Esmeralda Soria has submitted a formal request for a fee waiver to use PACC for a Community Resource Fair and Backpack Giveaway event. The event is planned for Tuesday, August 5, 2025. The request includes access to the facility from 5 pm to 8 pm, which includes time for setting up before the event and cleanup thereafter.

The Community Resource Fair and Backpack Giveaway event is intended to support Madera families as they prepare for the new school year. Schoolchildren will receive one free backpack and various school supplies, and Assemblywoman Soria's office will provide access to vital community resources such as free health screenings in partnership with Camarena Health. Assemblywoman Soria's office will also be on site to provide residents a legislative update and local nonprofit organizations will share resources on education, housing, social services, and

more. This event is planned as free and open to the public; attendees must only provide proof of Madera residency.

Assemblywoman Esmeralda Soria's office is committed to adhering to all rules and regulations regarding the use of the facility and will ensure the area utilized is left in its original condition following the conclusion of the event.

This event is subject to all other applicable requirements. This includes the provision of acceptable rental insurance.

FINANCIAL IMPACT:

The applicable costs associated with the rental of PACC, with the space as needed, are summarized in Table 1, which would be applicable for this rental. Costs are derived from the City of Madera Master Fee Schedule.

Table 1: *Estimated Financial Impact Without Fee Waiver*	
Administrative Fee	$25
Deposit	$200
Access to Pan-American Kitchen	$135
Access to Pan-American Gym	$330
Special Event Fee	$100
Total	**$790**

The total applicable cost for the rental of PACC sufficient to meet the reserved space needed, with dates and times as requested, would be $790.

ALTERNATIVES:

The Council may elect to reject the fee waiver and require Assemblywoman Esmeralda Soria's office to remit any associated fees if they wish to rent PACC for the Community Resource Fair and Backpack Giveaway event.

ATTACHMENTS:

1. Resolution – Waiving the rental fees of the Pan-American Community Center on August 5, 2025, related to Assemblywoman Esmeralda Soria's Community Resource Fair and Backpack Giveaway event, at an anticipated rental fee of $790
2. Letter Requesting Fee Waiver

ATTACHMENT 1

Resolution – Waiving the rental fees of the Pan-American Community Center on August 5, 2025, related to the Assemblywoman Esmeralda Soria's Community Resource Fair and Backpack Giveaway event, at an anticipated rental fee of $790

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING THE RENTAL FEES OF THE PAN-AMERICAN COMMUNITY CENTER ON AUGUST 5, 2025, RELATED TO ASSEMBLYWOMAN ESMERALDA SORIA'S COMMUNITY RESOURCE FAIR AND BACKPACK GIVEAWAY EVENT, AT AN ANTICIPATED RENTAL FEE OF $790

WHEREAS, the City has received a request for the waiver of fees for the rental of the Pan-American Community Center; and

WHEREAS, the request is from Assemblywoman Esmeralda Soria; and

WHEREAS, Assemblywoman Esmeralda Soria is looking to host the Community Resource Fair and Backpack Giveaway; and

WHEREAS, the request is for rental utilization on Tuesday, August 5, 2025, from 5:00 pm to 8:00 pm; and

WHEREAS, the estimated fees for the request are calculated based on the City of Madera Master Fee Schedule; and

WHEREAS, the fees for the event are calculated at $790; and

WHEREAS, Assemblywoman Esmeralda Soria's office is still subject to providing insurance documentation for City facility rentals that meet City requirements.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, determines and orders as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as set forth in this resolution serves a valid public purpose in that Assemblywoman Esmeralda Soria's Community Resource Fair and Backpack Giveaway serves a community need to support, educate, and empower students and families with the start of the new school year.
3. The City Council does hereby waive the City fees for Rental Fees of the Pan-American Community Center on the date and time identified herein, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

* * * * * *

ATTACHMENT 2

Letter Requesting Fee Waiver

STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0027
(916) 319-2027
FAX (916) 319-2127

DISTRICT OFFICE
512 WEST 18TH STREET, SUITE 512
MERCED, CA 95340
(209) 726-5465
FAX (209) 726-5469

https://a27.asmdc.org/

Assembly
California Legislature

ESMERALDA SORIA
CHAIR, AGRICULTURE COMMITTEE
ASSEMBLYWOMAN, TWENTY-SEVENTH DISTRICT

COMMITTEES
BANKING AND FINANCE
BUSINESS AND PROFESSIONS
GOVERNMENTAL ORGANIZATION
JOBS, ECONOMIC DEVELOPMENT, AND THE ECONOMY

SELECT COMMITTEES
CALIFORNIA-MEXICO BI-NATIONAL AFFAIRS
DOMESTIC VIOLENCE
DOWNTOWN RECOVERY
MASTER PLAN FOR HIGHER EDUCATION IN CALIFORNIA
MENTAL HEALTH ACCESSIBILITY WITHIN NON-ENGLISH SPEAKING COMMUNITIES
NATIVE AMERICAN AFFAIRS
RECONNECTING COMMUNITIES

June 16, 2025

City of Madera
205 W. 4th Street
Madera, CA 93637

RE: Request for Fee Waiver – August 5, 2025 Back to School Community Resource Fair and Backpack Giveaway event

Dear City of Madera,

My office writes to respectfully request a fee waiver for use of the Pan-American Community Center on Tuesday, August 5, 2025 to host our third annual Back to School Community Resource Fair and Backpack Giveaway event.

This Community Resource Fair and Backpack Giveaway event supports Madera families as they prepare for the new school year. Schoolchildren receive one free backpack and various school supplies, and we provide access to vital community resources such as free health screenings in partnership with Camarena Health. My office is on site to provide residents a legislative update and local nonprofit organizations share resources on education, housing, social services, and more. This event is free and open to the public, attendees must only provide proof of Madera residency.

Given the community-focused nature of this event, we respectfully request the City waive any applicable facility rental or permit fees to help maximize access and impact.

Thank you for your partnership and consideration. Please contact our office at (559) 890-2705 with any questions.

Sincerely,

ESMERALDA SORIA
Assemblywoman, 27th District

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 16, 2025

Agenda Number: B-13

SUBJECT:

Madera Coalition for Community Justice Fee Waiver Request for the Electric Vehicle Application Clinic Resource Event

RECOMMENDATION:

Adopt a Resolution waiving the rental fees of the Frank Bergon Senior Center (FBSC) on August 9, 2025, related to the Electric Vehicle Application Clinic Resource Event hosted by the Madera Coalition for Community Justice (MCCJ), at an anticipated rental fee of $715

SUMMARY:

The City received a request from MCCJ seeking a waiver of rental fees for the use of the FBSC to host the Electric Vehicle Application Clinic Resource Event. The event is scheduled for Saturday, August 9, 2025.

DISCUSSION:

MCCJ has submitted a formal request for a fee waiver to use FBSC for an Electric Vehicle Application Clinic Resource Event. The event is planned for Saturday, August 9, 2025. The request includes access to the facility from 8:30 am to 3:30 pm, which includes time for setting up before the event and cleanup thereafter. The event itself is scheduled from 10 am to 2 pm.

The Electric Vehicle Application Clinic Resource Event is a Clean Transportation Application Clinic, where residents will receive free, hands-on support to apply for electric vehicle incentive programs. In addition to application assistance, MCCJ will host a community resource fair featuring local organizations that offer vital services across Madera. The goal of MCCJ is to connect residents with clean energy opportunities and helpful programs in one accessible, supportive space.

MCCJ is committed to adhering to all rules and regulations regarding the use of the facility and will ensure the area utilized is left in its original condition following the conclusion of the event.

This event is subject to all other applicable requirements. This includes the provision of acceptable rental insurance.

FINANCIAL IMPACT:

The applicable costs associated with the rental of FBSC, with the space as needed, are summarized in Table 1, which would be applicable for this rental. Costs are derived from the City of Madera Master Fee Schedule.

Table 1: *Estimated Financial Impact Without Fee Waiver*	
Administrative Fee	$25
Deposit	$100
Access to FBSC Kitchen	$40
Access to FBSC Multipurpose Room	$450
Special Event Fee	$100
Total	**$715**

The total applicable cost for the rental of FBSC sufficient to meet the reserved space needed, with dates and times as requested, would be $715.

ALTERNATIVES:

The Council may elect to reject the fee waiver and require MCCJ to remit any associated fees if they wish to rent FBSC for the Electric Vehicle Application Clinic Resource Event.

ATTACHMENTS:

1. Resolution – Waiving the rental fees of the Frank Bergon Senior Center on August 9, 2025, related to Madera Coalition for Community Justice's Electric Vehicle Application Clinic Resource Event, at an anticipated rental fee of $715
2. Letter Requesting Fee Waiver

ATTACHMENT 1

Resolution – Waiving the rental fees of the Frank Bergon Senior Center on August 9, 2025, related to Madera Coalition for Community Justice's Electric Vehicle Application Clinic Resource Event, at an anticipated rental fee of $715

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING THE RENTAL FEES OF THE FRANK BERGON SENIOR CENTER ON AUGUST 9, 2025, RELATED TO MADERA COALITION FOR COMMUNITY JUSTICE'S ELECTRIC VEHICLE APPLICATION CLINIC RESOURCE EVENT, AT AN ANTICIPATED RENTAL FEE OF $715

WHEREAS, the City has received a request for the waiver of fees for the rental of the Frank Bergon Senior Center; and

WHEREAS, the request is from the Madera Coalition for Community Justice (MCCJ); and

WHEREAS, MCCJ is looking to host the Electric Vehicle Application Clinic Resource Event; and

WHEREAS, the request is for rental utilization on Saturday, August 9, 2025, from 8:30 am to 3:30 pm; and

WHEREAS, the estimated fees for the request are calculated based on the City of Madera Master Fee Schedule; and

WHEREAS, the fees for the event are calculated at $715; and

WHEREAS, MCCJ is still subject to providing insurance documentation for City facility rentals that meet City requirements.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, determines and orders as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as set forth in this resolution serves a valid public purpose in that MCCJ's Electric Vehicle Application Clinic Resource Event serves a community need to improve air quality, promote clean transportation, and serve the community equitably.
3. The City Council does hereby waive the City fees for Rental Fees of the Frank Bergon Senior Center on the date and time identified herein, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

* * * * * *

ATTACHMENT 2

Letter Requesting Fee Waiver

MADERA COALITION for COMMUNITY JUSTICE
If you want peace, work for justice - Pope Paul VI

Madera Coalition for Community Justice

Mailing Address:
P.O. Box 817
219 S. D St.
Madera, CA 93638

Contact Information:
Phone: (559) 661-1879
Fax: (559) 416-7401
http://www.maderaccj.org/
maderaccj@yahoo.com

FEE WAIVER REQUEST LETTER

Electric Vehicle Application Clinic Resource Event - AUGUST 9, 2025

June 26, 2025

Requested Rental Facility: Frank Bergon Senior Center (238 S D St, Madera, CA, 93638)
Date: August 9, 2025
Time: 10am to 2pm
Purpose of event: Community Clean Transportation Application Clinic and Resource Event

Honorable Mayor and Members of the Madera City Council
Madera City Hall
205 W. 4th Street
Madera, CA 93637

Dear Honorable Mayor and City Council Members,

I hope this letter finds you well. On behalf of the Madera Coalition for Community Justice (MCCJ), I am writing to respectfully request a waiver of the facility rental fee for the use of the Frank Bergon Senior Center on Saturday, August 9, 2025, from 10:00 AM to 2:00 PM.

As a nonprofit, community-based organization, MCCJ is committed to improving the lives of Madera residents—especially low-income and underserved communities—through access to education, healthcare, environmental justice, and essential resources.

The event we are planning is a **Clean Transportation Application Clinic**, where residents will receive **free, hands-on support** to apply for **electric vehicle incentive programs**. In addition to application assistance, we will host a **community resource fair** featuring local organizations that offer vital services across Madera. Our goal is to connect residents with clean energy opportunities and helpful programs in one accessible, supportive space.

This event directly supports the City of Madera's efforts to improve air quality, promote clean transportation, and serve our community equitably. Waiving the facility fee would allow us to maximize our outreach and ensure that more resources go directly toward helping residents navigate these valuable state programs.

We kindly ask for your support in approving this fee waiver. If you have any questions or require additional information, please contact **Director Linette Lomeli** or myself at MCCJ.

MADERA COALITION for COMMUNITY JUSTICE
If you want peace, work for justice - Pope Paul VI

Madera Coalition for Community Justice

Mailing Address:
P.O. Box 817
219 S. D St.
Madera, CA 93638

Contact Information:
Phone: (559) 661-1879
Fax: (559) 416-7401
http://www.maderaccj.org/
maderaccj@yahoo.com

Thank you for your time and consideration. We look forward to continuing our partnership with the City in building a healthier, more sustainable Madera for all.

Sincerely,

Mary Nambo

Environmental Justice Project Coordinator
Madera Coalition for Community Justice

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: July 16, 2025

Agenda Number: B-14

SUBJECT:

Budget Amendment for Fiscal Year 2025/26 for Centrifuge #2 Rehabilitation

RECOMMENDATION:

Approve a Resolution authorizing a budget amendment for $60,000 to fund the rehabilitation of Centrifuge #2 at the Wastewater Treatment Plant

SUMMARY:

The Wastewater Treatment Plant (WWTP) relies on two critical centrifuges to separate solids from liquids in the sludge dewatering process, ensuring compliance with discharge requirements under the City's WDR permit and maintaining the plant's operational reliability. Staff intended to complete the rebuild of Centrifuge #2 in Fiscal Year (FY) 2024/25, but the purchase order was not finalized prior to fiscal year-end, causing appropriations to lapse. While the FY 2025/26 budget includes $60,000 for the rebuild of Centrifuge #1, funding for Centrifuge #2 was not included. Approval of this budget amendment will ensure the rebuild of Centrifuge #2 to maintain redundancy and operational stability.

DISCUSSION:

To maintain operational reliability, the WWTP must proceed with the rehabilitation of Centrifuge #2 alongside Centrifuge #1. Issuing a purchase order using the WWTP's existing FY 2025/26 appropriations would require the use of funds needed for other essential repairs. The budget amendment will replenish these appropriations, ensuring adequate funding for WWTP operational needs throughout FY 2025/26. The Finance Department has confirmed that $60,000 aligns with the necessary funding level, providing parity with the existing budget for Centrifuge #1 and ensuring timely completion of critical infrastructure repairs.

FINANCIAL IMPACT:

Approval of this budget amendment will increase the FY 25/26 appropriations in the Sewer Fund,

WWTP budget by $60,000, ensuring sufficient funding for the rehabilitation of Centrifuge #2 while preserving operational funding for other planned maintenance and repairs. The funding source for these appropriations is Unreserved Fund Balance in the Sewer Fund.

ALTERNATIVES:

The Council could elect not to approve the budget amendment. However, this would delay the rehabilitation of Centrifuge #2, risking operational redundancy and regulatory compliance, and could lead to higher emergency repair costs in the future.

ATTACHMENTS:

1. Resolution
    a. Budget Amendment

RESOLUTION NO. 25-

RESOLUTION AUTHORIZING A BUDGET AMENDMENT FOR $60,000 TO FUND THE REHABILITATION OF CENTRIFUGE #2 AT THE WASTEWATER TREATMENT PLANT (WWTP)

WHEREAS, the City Council previously adopted a Citywide Budget for Fiscal Year (FY) 2024/25 on August 21, 2024: and

WHEREAS, staff commenced the purchase order to rehabilitate Centrifuge #2 at the Wastewater Treatment Plant (WWTP), which relies on two critical centrifuges to separate solids from liquids in the sludge dewatering process; and

WHEREAS, staff was unable to complete the purchase order for the rehabilitation of Centrifuge #2 process during the FY 2024/25; and

WHEREAS, the Adopted FY Budget 2025/26 provides funding to rehabilitate Centrifuge #1; however, additional funds are necessary to rehabilitate Centrifuge #2; and

WHEREAS, issuing a purchase order using existing FY 2025/26 appropriations in the WWTP budget would require the use funds designated for other essential repairs; and

WHEREAS, the budget amendment will replenish these appropriations, ensuring adequate funding for WWTP operational needs throughout FY 2025/26; and

WHEREAS, staff proposed to re-allocate $60,000 of unspent funds from FY 2024/25 to FY 2025/26 to pay for the rehabilitation of Centrifuge #2.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.
2. The budget amendment shown in Exhibit A is approved.
3. A signed copy of this Resolution shall be placed on file in the office of the Director of Financial Services, who shall prepare the entries necessary to reflect budget changes identified in the City's accounting system.
4. This Resolution is effective immediately upon adoption.

****

EXHIBIT A

CITY OF MADERA FISCAL YEAR 2025/26 BUDGET AMENDMENT

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
Sewer Fund					
2040	20400000	4900	Budgetary Carryover		60,000
2040	20403410	6532	Maintenance/Other Supplies	60,000	
			TOTALS	**$ 60,000**	**$ 60,000**

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: July 16, 2025

Agenda Number: D-1

SUBJECT:

Community and Park Facility Parking Lot Surface Rehabilitation, City Project No. PK-81, CDBG Block Grant and City Hall Parking Lot Resurfacing

RECOMMENDATION:

Adopt a Resolution:

1. Approving a contract award for Community and Park Facility Parking Lot Surface Rehabilitation, City Project No. PK-81 CDBG Block Grant Including Bid Alternate 1 Mountain Vista Parking Lot and Bid Alternate 2 City Hall Parking Lot in the amount of $743,120.00 to VSS International, Inc., and 2.
2. Approving a budget amendment in the amount of $194,830.84 to fully fund the project.
3. Determining the project is Categorically Exempt pursuant to Section 15301, Class 1 (Existing Facilities) of the California Environmental Quality Act (CEQA).

SUMMARY:

On July 1, 2025, the City received two bids for the Community and Park Facility Parking Lot Surface Rehabilitation, City Project No. PK-81 CDBG Block Grant (Project) including bid alternates for the parking lots at Mountain Vista School and City Hall. The Project is funded from the Community Development Block Grant (CDBG) Program, General Funds and contributions from tenants using the Mountain Vista parking lot. VSS International, Inc. submitted the lowest responsive and responsible bid.

BACKGROUND:

In 2024, the City applied for CDBG funding and was awarded funds for rehabilitation of parking lots at various community center and park facilities, which will involve repairing and improving

the existing parking lot surfaces. Five parking lot locations were selected as part of the process:

- Pan-American Community Center
- Sunrise Rotary Sports Complex
- Frank Bergon Senior Center
- John W. Wells Youth Center, and
- Gateway Rotary Park

In the process of preparing the contract documents for the parking lots, the City Hall and Mountain Vista School parking lots were also taken into consideration. CDBG funds could not be applied to City Hall parking lot since it does not meet the requirements of the funding source. However, by including with a larger project, in theory, the costs to resurface should be lower due to economies of scale. The locations of these two parking lots were included in the bidding process as Bid Alternate 1 and Bid Alternate 2 with the intent to fund using alternate sources.

The Mountain Vista School parking lot is shared by the Mountain Vista School and Community Action Partnership of Madera County (CAPMC). CAPMC has agreed to pay for their portion of the parking lot. The parking lot usage is split by 40% for CAPMC and 60% Mountain Vista School. The City is anticipating a contribution from the Madera Unified School District (MUSD) towards the Mountain Vista School parking lot rehabilitation cost.

DISCUSSION:

The general scope of work consists of performing surface treatments, pavement rehabilitation, and replacing pavement markings and striping for City parking lots. The work will also include grinding and removing deteriorated asphalt pavement, applying hot mix asphalt dike, applying fog sealing, micro-surfacing, crack seal, and filling in potholes to improve the overall pavement condition and extend the service life of the five selected parking lot locations.

On June 10, 2025, the City released the project for public bidding on the PlanetBids web portal and regional builder exchanges. In addition, the Engineering Department also reached out to local firms that hold the appropriate licenses required for this type of work to ensure qualified local participation. Also, an Advertisement for Bids was duly published in the Madera Tribune on June 7th and June 14th of 2025.

On July 1, 2025, two bids were received. The bids were checked for accuracy against bidding requirements, validity of licenses, and bid security. The bids received are summarized in Table 1.

Table 1: *Bid Overview*				
Bidder	Base Bid	Bid Alt 1 Mountain Vista School	Bid Alt 2 City Hall	Total
VSS International, Inc	$554,120.00	$132,000.00	$57,000.00	$743,120.00
Witbro Inc. dba Seal Rite Paving & Grading	$522,224.00	$219,827.00	$97,390.00	$839,441.00
Engineer's Opinion of Cost	$517,013.13	$177,630.25	$64,257.50	$758,900.88

The two bids that were received were compared by total bid amount including Bid Alternate 1 and Bid Alternate 2 to determine the lowest bidder. The bid was then evaluated against the available funds to determine if the project can include either or both Bid Alternates 1 and 2. Funding has been identified for both the City Hall and Mountain Vista parking lots. As such, staff recommends the award include both Bid Alternate 1 and 2.

The project construction budget and funding sources are outlined in Table 2.

Table 2: *Project Budget*	
Line Item	*Amount*
VSS International, Inc. Contract	$743,120.00
Construction Management, Inspection and Testing	$30,000.00
Project Contingency	$74,312.00
Total Project Budget	**$847,432.00**
Funding Source	
CDBG Program	$594,456.14
CAPMC	$58,145.02
General Funds(1)	$194,830.84
Total Funding Source	**$847,432.00**
(1)To be offset by contribution from MUSD	

VSS International Inc. submitted the lowest responsive, and responsible bid that meets the contract requirements.

Staff recommends award of the project to VSS International, Inc. in the amount of $743,120.00 and include a provision for 10 percent of contract amount for allowable contingencies as approved by the City Engineer.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and has determined that this project would be categorically exempt pursuant to CEQA Guidelines section 15301, Class 1 (Existing Facilities), as the project would consist of the maintenance and minor alterations to reseal and maintain existing parking lots at existing City facilities involving negligible or no

expansion of use. Further, none of the exceptions under CEQA Guidelines section 15300.2 are applicable.

FINANCIAL IMPACT:

The Base Bid portion of the Project is programmed in the Capital Improvement Program (CIP) FY 25/26 budget for CDBG funds. Bid Alternates 1 and 2 will be covered by the General Fund, CAPMC for their share of the parking lot and a contribution from MUSD. A budget amendment is needed to appropriate the General Funds from budgetary carryover to the capital outlay expense line item for this project.

ALTERNATIVES:

The alternative to awarding the project is to reject all bids. Rebidding the project could result in higher bids and loss of CDBG funding by not meeting expenditure deadlines.

ATTACHMENTS:

1. Resolution - Contract Award
    a. Exhibit A – Contract
    b. Exhibit B – CIP Budget Amendment
2. Project Map

Attachment 1

Resolution

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR COMMUNITY AND PARK FACILITIES PARKING LOT SURFACE REHABILITATION, CITY PROJECT NO. PK-81 CDBG BLOCK GRANT INCLUDING BID ALTERNATE 1 MOUNTAIN VISTA PARKING LOT AND BID ALTERNATE 2 CITY HALL PARKING LOT IN THE AMOUNT OF $743,120.00 TO VSS INTERNATIONAL, INC,. AND APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF $194,830.84 TO FULLY FUND THE PROJECT AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

WHEREAS, on June 10, 2025, the Engineering Department advertised a solicitation for construction bids for Community and Park Facility Parking Lot Surface Rehabilitation, City Project No. PK-81 CDBG hereinafter referred to as "the Project"; and

WHEREAS, two bids were received on July 1, 2025; and

WHEREAS, VSS International, Inc. submitted the lowest bid and was deemed a responsive and responsible bidder; and

WHEREAS, funding for the Base Bid portion Project is programmed in the Capital Improvement Projects Budget for Fiscal Year 2025/26 under Capital Improvement Program (CIP) Project PK-81; and

WHEREAS, contributions from CAPMC, MUSD and City General Funds are identified for funding the Bid Alternate 1 and Bid Alternate 2 of the project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.

2. The City Council (Council) has reviewed and considered all the information presented including the report to Council from the Engineering Department.

3. The City Council finds and determines that a Class 1 Categorical Exemption (Existing Facilities) set forth in the California Environmental Quality Act (CEQA) Guidelines, Section 15301, applies to this project, as the project would consist of the maintenance and minor alterations to reseal and maintain existing parking lots at existing City facilities involving negligible or no expansion of use. Further, none of the exceptions under CEQA Guidelines section 15300.2 are applicable.

4. Funds shall be appropriated in the FY 2025/26 Capital Project Budget in accordance with

Exhibit B, which is incorporated by reference herein.

5. The City finds that VSS International, Inc. is the lowest responsible and responsive bidder.

6. The contract for the Project in the amount of $743,120.00 to VSS International, Inc., a copy of which is attached hereto as Exhibit A and referred to for particulars, is approved.

7. Council authorizes Construction Contingencies of up to 10 percent as approved by the City Engineer.

8. This Resolution is effective immediately upon adoption.

****

Exhibit A

Contract Agreement

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2025, between the City of Madera, hereinafter called "**OWNER",** and **VSS International, Inc**. , doing business as (an individual), or (a partnership), or (a corporation), hereinafter called **"CONTRACTOR"**.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the

"COMMUNITY AND PARK FACILITIES PARKING LOT SURFACE REHABILITATION, CITY PROJECT NO. PK-81"

2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of $ **743,120.00** each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.

5. The term **"CONTRACT DOCUMENTS"** means and includes the following:

(A) Advertisement for Bids
(B) Information for Bidders
(C) Bid Proposal
(D) Bid Bond
(E) Agreement
(F) Payment Bond
(G) Performance Bond
(H) Insurance Requirements for Contractors

PLANS AND SPECIFICATIONS prepared or issued by CITY OF MADERA entitle "COMMUNITY AND PARK FACILITIES PARKING LOT SURFACE REHABILITATION, CITY PROJECT NO. PK-81 dated June, 2025

Addendum No. 1 dated June 20, 2025
Addendum No. 2 dated June 25, 2025

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of Two Thousand Eight Hundred Dollars ($2,800.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. In no event shall

total compensation exceed $**743,120.00** except as may otherwise be authorized in writing per Section 16. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 et. seq.

A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

1. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.

2. Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

3. Payment of an amount that is disputed by the Owner.

B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District'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 Contractor in producing the additional information or requested documentation.

D. City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council 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 Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner’s written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor 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 Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

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 Owner shall provide the Contractor 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 Owner 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 Owner and the Contractor sharing the associated costs equally. The Owner and Contractor 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.

Under this Contract, 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.

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act 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 Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner'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 Contractor.

I. Interest:

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

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor' means any type of subcontractor 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 the Contractor or is a 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 Owner 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 Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter l, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars ($50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the

number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or

permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars ($25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER.** No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR.**

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor,** or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including

without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages 39-40 of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **VSS International, Inc.** may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, **VSS International, Inc** shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

B. City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

1. An illegal use of funds by **VSS International, Inc**
2. A failure by **VSS International, Inc** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **VSS International, Inc** to City.

In no event shall any payment by City or acceptance by **VSS International, Inc** constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of **VSS International, Inc** the repayment to City of any funds disbursed to **VSS International, Inc** under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:

City of Madera
Engineering Department
428 E. Yosemite Avenue
Madera, Ca 93638

To the Contractor **VSS International, Inc**

Notices. All notices and communications from the **VSS International, Inc** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

22. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

23. Governing Law- The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

24. City's Authority- Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

25. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of **VSS International, Inc** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **VSS International, Inc** is a duly organized and legally existing corporation in good standing in the State of California.

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an

independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City.** Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28.Sole Agreement- This instrument constitutes the sole and only Agreement between City and **VSS International, Inc** in connection to the Project and correctly sets forth the obligations of the City and **VSS International, Inc** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment-Neither the **VSS International, Inc** nor City will assign its interest in this Agreement without the written consent of the other.

28 This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

City of Madera
Herein Called OWNER

By: _____
Cecelia K. Gallegos, Mayor

APPROVE AS TO FORM:

_____
Shannon L. Chaffin, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

BY: _____
Herein Called CONTRACTOR

BY: _____

_____
Federal Tax I.D. No.

_____
Contractor License Number

DIR Registration Number

Attachment A- General Wage Decision No. A20250018

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

California Notary acknowledgement required to be attached.

State of California

County of _____ } ss.

On _____ before me, _____,
Date *Here Insert Name and Title of the Officer*

Personally appeared _____
Name(s) of Signer(s)

_____

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

Place Notary Seal/Stamp Above

"General Decision Number: CA20250018 06/06/2025

Superseded General Decision Number: CA20240018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at
http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	02/07/2025
3	02/21/2025
4	02/28/2025
5	03/07/2025
6	03/21/2025
7	05/23/2025
8	06/06/2025

ASBE0016-004 05/01/2024

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1	$ 34.56	11.40
Area 2	$ 36.53	9.27

ASBE0016-008 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 84.76	25.07
Area 2	$ 64.56	25.07

BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 49.62	41.27
Area 2	$ 45.60	38.99

BRCA0003-001 08/01/2024

	Rates	Fringes
MARBLE FINISHER	$ 42.06	19.80

BRCA0003-003 08/01/2024

	Rates	Fringes
MARBLE MASON	$ 61.72	30.31

BRCA0003-005 05/01/2024

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 51.17	25.80
(7) San Francisco, San Mateo	$ 57.02	28.50
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 56.94	26.28
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 52.76	25.01
(16) Monterey, Santa Cruz	$ 54.18	27.82

BRCA0003-008 07/01/2024

	Rates	Fringes
TERRAZZO FINISHER	$ 44.93	20.98
TERRAZZO WORKER/SETTER	$ 60.58	29.79

BRCA0003-011 04/01/2024

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1	$ 37.75	19.28
Area 2	$ 34.76	19.22
Area 3	$ 32.68	18.32
Tile Layer		
Area 1	$ 59.92	22.62
Area 2	$ 55.17	22.52
Area 3	$ 50.28	22.05

CARP0022-001 07/01/2023

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 60.54	33.52
Journeyman Carpenter	$ 60.39	33.52
Millwright	$ 60.49	35.11

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot
221 ft.-deeper $5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes

Piledriver.....$ 54.10 34.69

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 28.76	22.53
Lead Installer	$ 32.21	23.03
Master Installer	$ 36.43	23.03
Area 2		
Installer	$ 26.11	22.53
Lead Installer	$ 29.08	23.03
Master Installer	$ 32.71	23.03
Area 3		
Installer	$ 25.16	22.53
Lead Installer	$ 27.96	23.03
Master Installer	$ 31.38	23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 2	$ 46.77	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22
Area 2	$ 23.39	18.22
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	$ 52.65	30.82
Hardwood Floorlayer,		

Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 52.80 30.82
Journeyman Carpenter.....$ 52.65 30.82
Millwright.....$ 52.75 32.41

CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 46.92	30.82
Journeyman Carpenter	$ 46.77	30.82
Millwright	$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0217-001 07/01/2023

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 60.54	33.52
Journeyman Carpenter	$ 60.39	33.52
Millwright	$ 60.49	35.11

CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes
Carpenters		

Bridge Builder/Highway		
Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0405-002 07/01/2021

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0505-001 07/01/2021

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

ELEC0006-004 12/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 57.18	3%+27.15
Technician	$ 65.76	3%+27.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or

jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 91.25	3%+45.315

ELEC0100-002 03/01/2025

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 49.00	29.62

ELEC0100-005 12/01/2024

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 45.28	28.01
Technician	$ 52.07	28.21

SCOPE OF WORK
Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video

entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/23/2024

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 68.16	31.29
Zone B	$ 74.98	31.50

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	24.09
Technician	$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by

their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 03/01/2025

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 74.54	36.09
ELECTRICIAN	$ 66.26	35.84

ELEC0302-003 12/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 48.44	27.60
Technician	$ 55.71	27.82

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2024

SANTA CLARA COUNTY

	Rates	Fringes

CABLE SPLICER.....$ 100.25 46.72
ELECTRICIAN.....$ 87.17 46.33

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, ""Bosun's chairs,"" or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay.
Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2024

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 56.68	28.35
Technician	$ 65.18	28.61

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2024

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 84.18	3%+44.68
ELECTRICIAN	$ 73.20	3%+44.68

ELEC0595-002 06/01/2024

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 59.34	3%+30.48
ELECTRICIAN		
(1) Tunnel work	$ 51.92	3%+30.48

(2) All other work.....$ 49.45 3%+30.48

ELEC0595-006 12/01/2024

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 56.68	3%+26.65
Technician	$ 65.18	3%+26.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2024

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 45.28	3%+26.65
Technician	$ 52.07	3%+26.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside

electrician.

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* ELEC0617-001 06/01/2025

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 86.00	51.07

ELEC0617-003 12/01/2023

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 53.18	27.75
Technician	$ 61.16	27.98

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 12/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 48.50	30.09

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 45.28	28.01
Technician	$ 52.07	28.21

SCOPE OF WORK: Including any data system whose only function

is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 53.30	22.26
(3) Groundman	$ 40.76	21.76
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 84.05	38.435+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 07/01/2024

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 64.15	30.89
GROUP 2	$ 62.62	30.89
GROUP 3	$ 61.14	30.89
GROUP 4	$ 59.76	30.89
GROUP 5	$ 58.49	30.89
GROUP 6	$ 57.17	30.89
GROUP 7	$ 56.03	30.89
GROUP 8	$ 54.89	30.89
GROUP 8-A	$ 52.68	30.89
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 52.30	31.15
Oiler	$ 43.79	31.15
Truck crane oiler	$ 46.08	31.15
GROUP 2		
Cranes	$ 50.54	31.15
Oiler	$ 42.83	31.15
Truck crane oiler	$ 45.07	31.15
GROUP 3		
Cranes	$ 48.80	31.15
Hydraulic	$ 44.44	31.15
Oiler	$ 42.55	31.15
Truck crane oiler	$ 44.83	31.15
GROUP 4		
Cranes	$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices	$ 52.64	31.15
Oiler	$ 43.38	31.15
Truck Crane Oiler	$ 45.66	31.15
GROUP 2		
Lifting devices	$ 50.82	31.15
Oiler	$ 43.11	31.15
Truck Crane Oiler	$ 45.41	31.15
GROUP 3		
Lifting devices	$ 49.14	31.15
Oiler	$ 42.89	31.15
Truck Crane Oiler	$ 45.12	31.15
GROUP 4		
Lifting devices	$ 47.37	31.15
GROUP 5		
Lifting devices	$ 44.73	31.15
GROUP 6		
Lifting devices	$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes	$ 53.27	31.15
Oiler	$ 43.72	31.15
Truck Crane Oiler	$ 45.95	31.15
GROUP 2		
Cranes	$ 51.50	31.15
Oiler	$ 43.45	31.15
Truck Crane Oiler	$ 45.73	31.15

GROUP 3
Cranes.....$ 50.02 31.15
Hydraulic.....$ 45.07 31.15
Oiler.....$ 43.23 31.15
Truck Crane Oiler.....$ 45.46 31.15
GROUP 4
Cranes.....$ 48.00 31.15
GROUP 5
Cranes.....$ 46.70 31.15

OPERATOR: Power Equipment
(Tunnel and Underground Work
- AREA 1:)
SHAFTS, STOPES, RAISES:
GROUP 1.....$ 60.25 30.89
GROUP 1-A.....$ 62.72 30.89
GROUP 2.....$ 58.99 30.89
GROUP 3.....$ 57.66 30.89
GROUP 4.....$ 56.52 30.89
GROUP 5.....$ 55.38 30.89
UNDERGROUND:
GROUP 1.....$ 60.15 30.89
GROUP 1-A.....$ 62.62 30.89
GROUP 2.....$ 58.89 30.89
GROUP 3.....$ 57.56 30.89
GROUP 4.....$ 56.42 30.89
GROUP 5.....$ 55.28 30.89

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer

(mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie

spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-

propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 08/01/2024

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 60.61	39.55
(2) Dredge Dozer; Heavy duty repairman	$ 55.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 54.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 51.23	39.55
AREA 2:		
(1) Leverman	$ 62.61	39.55
(2) Dredge Dozer; Heavy duty repairman	$ 57.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 56.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 53.23	39.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,

SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
  Area 1: All but the Western border with Mendocino & Trinity
  Counties
Area 2: Remainder

TRINITY COUNTY:
  Area 1: East Central part and the Northeastern border with
  Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 07/01/2024

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 52.40	28.52
AREA 2	$ 54.40	28.52
GROUP 2		
AREA 1	$ 48.80	28.52
AREA 2	$ 50.80	28.52
GROUP 3		
AREA 1	$ 44.19	28.52
AREA 2	$ 46.19	28.52

GROUP DESCRIPTIONS:

  GROUP 1: Landscape Finish Grade Operator: All finish grade
  work regardless of equipment used, and all equipment with a
  rating more than 65 HP.

  GROUP 2: Landscape Operator up to 65 HP: All equipment with
  a manufacturer's rating of 65 HP or less except equipment
  covered by Group 1 or Group 3. The following equipment
  shall be included except when used for finish work as long
  as manufacturer's rating is 65 HP or less: A-Frame and
  Winch Truck, Backhoe, Forklift, Hydragraphic Seeder
  Machine, Roller, Rubber-Tired and Track Earthmoving
  Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up
  to 65 HP.

  GROUP 3: Landscae Utility Operator: Small Rubber-Tired
  Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
  Area 1: All but the Northern portion along the border of
  Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
  Area 1: All but the Western border with mendocino & Trinity
  Counties
Area 2: Remainder

TRINITY COUNTY:
  Area 1: East Central part and the Northeaster border with
  Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-001 01/01/2025

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 45.78	26.51
Ornamental, Reinforcing and Structural	$ 55.33	35.15

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0377-003 01/01/2025

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 45.78	26.51
Ornamental, Reinforcing and Structural	$ 55.83	35.15

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 01/01/2025

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 45.78	26.51
Ornamental, Reinforcing and Structural	$ 50.70	35.15

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-006 07/01/2024

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Area 1	$ 37.75	29.69
Area 2	$ 36.75	29.69

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 07/01/2023

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0073-005 06/26/2023

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-007 06/26/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30

GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types

(except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12

inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-009 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-003 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..	$ 37.26	27.30
Traffic Control Person I....	$ 37.56	27.30
Traffic Control Person II...	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 06/26/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 45.89	27.72
GROUP 2.....	$ 45.66	27.72
GROUP 3.....	$ 45.41	27.72
GROUP 4.....	$ 44.96	27.72
GROUP 5.....	$ 44.42	27.72
Shotcrete Specialist.....	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-009 06/26/2023

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group.....	$ 37.20	27.30

GROUP 1.....$ 36.50 27.30
GROUP 1-a.....$ 36.72 27.30
GROUP 1-c.....$ 36.55 27.30
GROUP 1-e.....$ 37.05 27.30
GROUP 1-f.....$ 31.37 23.20
GROUP 2.....$ 36.35 27.30
GROUP 3.....$ 36.25 27.30
GROUP 4.....$ 29.94 27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)

(1) New Construction.....$ 36.25 27.30
(2) Establishment Warranty Period.....$ 29.94 27.30

LABORER (WRECKING - AREA A:)

GROUP 1.....$ 36.50 27.30
GROUP 2.....$ 36.35 27.30

Laborers: (GUNITE - AREA A:)

GROUP 1.....$ 37.46 27.30
GROUP 2.....$ 36.96 27.30
GROUP 3.....$ 36.37 27.30
GROUP 4.....$ 36.25 27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter;

Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic

tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-011 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 37.05	27.45

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

LABO0261-014 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0270-003 07/01/2023

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 37.26	27.30
Area B	$ 36.26	27.30
Traffic Control Person I		
Area A	$ 37.56	27.30
Area B	$ 36.56	27.30
Traffic Control Person II		
Area A	$ 35.06	27.30
Area B	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 06/26/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High

pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2023

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0270-007 06/26/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/26/2023

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All

employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-011 07/01/2023

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 40.68	29.68

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-001 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick	$ 36.29	25.55

LABO0294-002 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72

GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0294-008 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above

Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-011 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0304-002 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of

temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-004 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work;

Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction

track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0304-005 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0304-008 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-002 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes

LABORER (CONSTRUCTION CRAFT
LABORERS - AREA A:)

Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 1-g	$ 36.70	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30

LABORER (GUNITE - AREA A:)

GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30

LABORER (WRECKING - AREA A:)

GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting,

whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including

repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander;

Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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LABO0324-014 07/01/2023

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0324-018 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-002 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO1130-007 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30

LABORER (WRECKING - AREA B:)

GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for

such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be

salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO1130-008 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-009 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2025

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 53.38	28.04

PREMIUMS:

EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
  [Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 01/01/2025

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 63.76	32.69
AREA 2	$ 59.63	31.29

PAIN0016-012 01/01/2024

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 59.00	33.03

PAIN0016-015 01/01/2025

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 43.45	22.80

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.25 additional per hour.
  HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2025

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 57.00	28.04

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 44.33	28.88

PAIN0169-005 01/01/2024

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 56.22	34.00

PAIN0294-004 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 34.49	21.80
Drywall Finisher/Taper	$ 35.74	21.80

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 38.53	23.19

PAIN0767-001 01/01/2024

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 43.25	35.62

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62
GROUP 3	$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2024

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.54	26.59

PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER	$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno	$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz	$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties	$ 32.70	31.68
AREA 337: Monterey County	$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties	$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-001 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber,		

Steamfitter, Refrigeration
Fitter).....$ 85.50 48.98

PLUM0038-005 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 72.68	32.91

PLUM0062-001 01/01/2025

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 55.00	42.35

PLUM0159-001 07/01/2024

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration	$ 65.28	48.04
(2) All other work	$ 66.17	48.04

PLUM0246-001 01/01/2025

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 51.65	41.59

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* PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN)	$ 13.00 **	10.74

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition

of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2024

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	$ 78.00	48.20
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY	$ 78.00	48.20

PLUM0355-004 07/01/2024

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 34.51	18.30

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 68.76	46.63

PLUM0442-001 01/01/2025

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 55.95	37.64

PLUM0467-001 07/01/2024

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 83.75	40.65

ROOF0027-002 09/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 45.76	16.86

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

ROOF0040-002 08/01/2024

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 55.30	22.97

ROOF0081-001 08/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 52.47	22.31

ROOF0081-004 08/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 49.65	22.19

ROOF0095-002 08/01/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 57.17	21.51
Journeyman	$ 53.17	21.51
Kettle person (2 kettles)	$ 55.17	21.51

SFCA0483-001 01/01/2025

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 78.94	39.10

SFCA0669-011 01/01/2025

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes

SPRINKLER FITTER.....$ 46.42 28.42

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under $200,000	$ 55.92	45.29
All Other Work	$ 64.06	46.83
AREA 2	$ 52.90	36.44
AREA 3	$ 55.16	34.18

SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.34	39.22

SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	$ 41.28	45.41

SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.07	40.79

SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes

Sheet metal worker (Metal
decking and siding only).....$ 44.45 35.55

TEAM0094-001 07/01/2024

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 41.54	33.25
GROUP 2	$ 41.84	33.25
GROUP 3	$ 42.14	33.25
GROUP 4	$ 42.49	33.25
GROUP 5	$ 42.84	33.25

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water

pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the

state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

Exhibit B

Budget Amendment

EXHIBIT B

CITY OF MADERA FISCAL YEAR 2025/26 BUDGET AMENDMENT

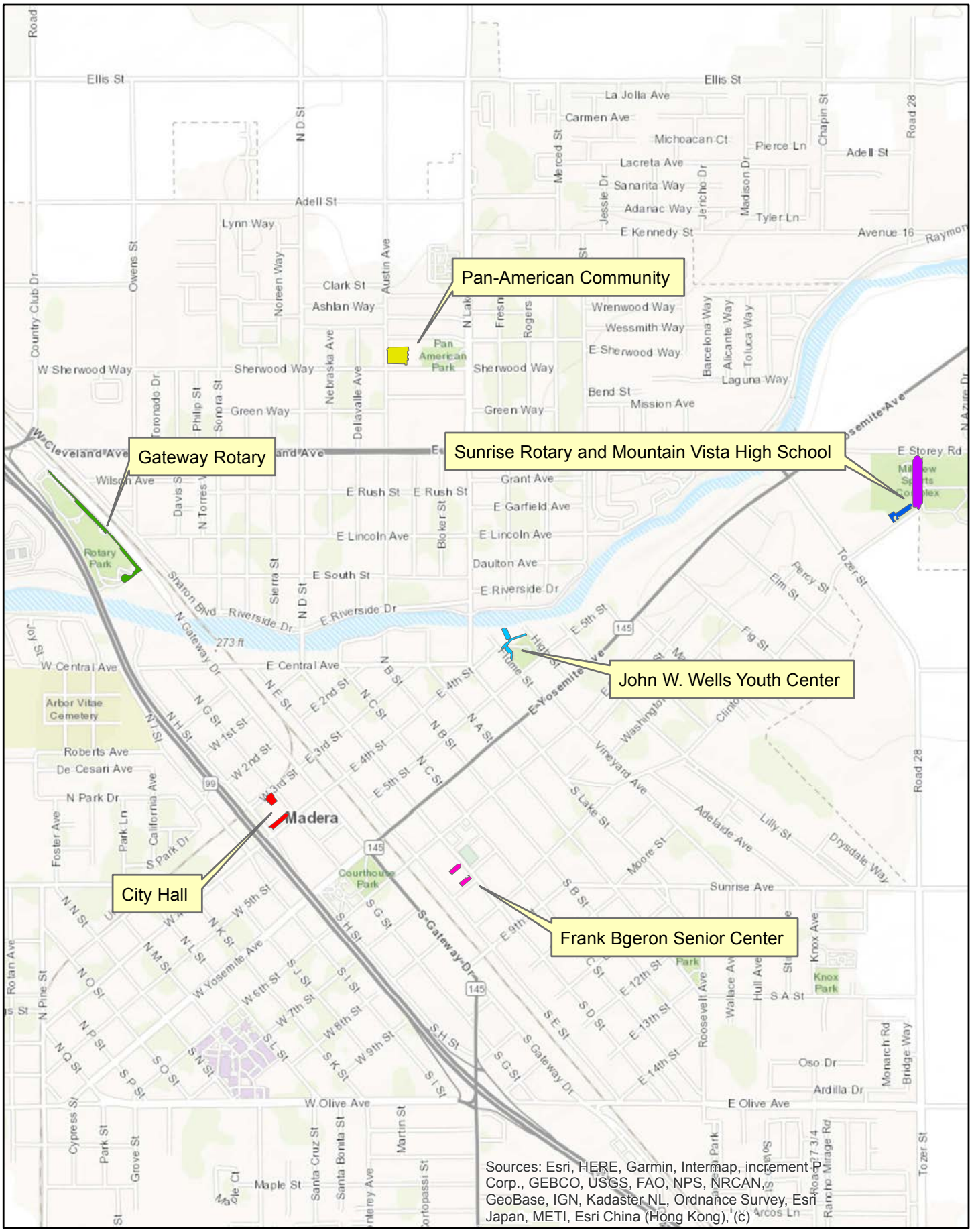
PROJECT PK-00081 FISCAL YEAR 2025/26

FUND	ORG CODE	OBJECT CODE	PROJECT CODE	DESCRIPTION	(+)	(-)
General Fund						
1020	10200000	4900		Budgetary Carryover		194,830.84
1020	10204300	7050	25PAV	Construction/Infrastructure	194,830.84	
				TOTALS	**$ 194,830.84**	**$ 194,830.84**

Attachment 2

Project Map

City of Madera
Parking Lot Improvements At Various Locations



REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 16, 2025

Agenda Number: D-2

SUBJECT:

Contractor Services Agreement with Tosted Asphalt, Inc., for IFB 202425-23 Lions Town & Country Park Trail Improvements

RECOMMENDATION:

Adopt a Resolution awarding a Construction Services Agreement under Invitation for Bid (IFB) 202425-23 for the Lions Town & Country Park Trail Improvements for $841,019.63 to Tosted Asphalt, Inc., with a construction contingency of up to 10 percent of the original construction agreement amount, up to $84,102

SUMMARY:

On May 12, 2025, the City received 8 bids from interested contractors vying for the opportunity to provide construction services for the trail system located at the Lions Town & Country Park. The submitted proposals were in response to IFB 202425-23, released on April 5, 2025.

Staff is recommending awarding IFB 202425-23 to Tosted Asphalt, Inc. in the amount of $841,019.63, as the lowest, responsible, and responsive bidder.

DISCUSSION:

In 2024, the City was able to execute grant contracts for a total of $1,600,000 towards improvements at Lions Town & Country. A total of $500,000 came from the State of California Department of Parks and Recreation, championed by Senator Anna Caballero. Additionally, $1,100,000 was awarded by the Natural Resources Agency, made possible by Assemblymember Esmeralda Soria.

The purpose of the funding is for improvements to the trail system at the park. For context, the trail system, constructed over 35 years ago, is currently in disrepair. The trail is mostly made of decomposed granite. This is produced by subjecting granite parent material to erosion and weathering to weaken, thus making it easier to crush into much smaller pieces with a smooth texture ideal for gardens and footpaths. This initially temporary medium has become difficult and costly to maintain as the trail system spans nearly a mile throughout the park. With this weakened trail infrastructure, erosion from use, time, and weather has given way to muddy and uneven walking surfaces with numerous potholes. These conditions can reduce residents' enjoyment of the trails, which the City aims to address with the secured funding.

On April 5, 2025, the City released IFB 202425-23 for the Lions Town & Country Park Trail Improvements. The City solicited bids for the reconstruction of the trail system, with the scope of work to include:

- Approximately 63,746 SF removal of existing path.
- Installation of approximately 69,534 SF of asphalt pavement.
- Installation of approximately 11,265 LF of asphalt edging.

The Engineer's opinion of cost for this project was $1,170,743.

On May 12, 2025, a total of eight bids were received. The Procurement Manager reviewed the eight bids submitted initially for compliance with requirements, completeness, and responsiveness. Table 1 shows the vendors ranked by cost, with staff recommendation for awarding the agreement to Tosted Asphalt, Inc. being the lowest, responsive, responsible bid per the requirements set forth in the project's contract documents.

Table 1: *Bids Received in Response to IFB 202425-23*

Bidder	Total
Tosted Asphalt, Inc.	$841,019.63
Clean Cut Landscape Incorporated	$855,783.74
RJ Berry Jr, Inc.	$942,454.50
Cal Valley Construction, Inc.	$952,125.00
Consolidated Engineering, Inc.	$1,069,177.00
The Design Build, Inc.	$1,078,678.50
Zara Construction	$1,254,272.00
Witbro, Inc. dba Seal Rite Paving & Grading	$1,255,326.00

The City received one bid protest from the second lowest bidder, Clean Cut Landscape Incorporated. That bid protest alleged that the apparent low bidder did not meet proper certifications and had not provided necessary supporting documentation as required by the bid. After follow-up with staff and the City Attorney's Office, it was determined that the apparent low bidder did meet all of the bid requirements and the bid protest was denied.

Tosted Asphalt, Inc. is a reputable asphalt company based in Fresno, specializing in providing services to residential and commercial properties. They have experience in paving & grading, crack filling, seal coating & striping, concrete, and sports courts. They have an active Contractor State License and an active Department of Industrial Relations registration, as confirmed by staff.

FINANCIAL IMPACT:

The improvements to the trail system at Lions Town & Country Park, under IFB 202425-23, are being funded primarily by the Natural Resources Agency award of $1,100,000. The award has been budgeted in the City's Fiscal Year 2024/25 Parks Grant Fund #41096359. The recommended agreement total of $841,019.63 would be solely funded by the grant funding.

The City has already encumbered a total of $172,400 through Task Order No. 1016-2023 with O'Dell Engineering, Inc. (O'Dell) for assistance with the design and engineering support for the preparation of the bidding documents. The Task Order was executed under the authority of Resolution No. 22-178, which approved consultant service agreements with various professional engineering firms for on-call services. O'Dell was one of these firms.

Table 2 shows a breakdown of expenditure and encumbrances related to the $1,600,000 total award towards improvements at Lions Town & Country Park.

Table 2*: $1,600,000 Grant Award Expenditure for Improvements at LT&C Park*

Expenditure/Encumbrance Description	Total
O'Dell Engineering: design and engineering services	$172,400
IFB 202425-23 Advertisement	$1,033.50
Total Expenditure/Encumbered	$173,433.50
Total Balance	**$1,426,566.50**

The remaining balance of $1,426,566.50 from the total grant awards is sufficient to cover the agreement with Tosted Asphalt, Inc.

With the known cost of the trail reconstruction, staff can proceed with the additional grant objectives, which include plans to expand the playground lot area and parking lot rehabilitation.

ALTERNATIVES:

Staff has carefully considered the bids received for the project. An alternative course of action involves rejecting all bids, which could potentially lead to several consequences that need to be taken into account.

Rebidding the project introduces uncertainties that may impact the project's overall cost. There is a possibility of receiving higher bids or encountering a lack of additional bids in a subsequent bidding process. This scenario could prolong the timeline for selecting a contractor, which would

impact the work needed, either coming to a halt or being reduced significantly, as the work would have to be redirected to the existing Parks Maintenance staff in addition to their regular duties.

ATTACHMENTS:

1. Resolution awarding a Construction Services Agreement under Invitation for Bid (IFB) 202425-23 for the Lions Town & Country Park in the amount of $841,019.63 to Tosted Asphalt, Inc. with a construction contingency of up to 10% of the original construction agreement amount, up to $84,102
    a. Exhibit 1 – Contractor Services Agreement
2. Bid Protest Letter Received From Clean Cut Landscape Incorporated
3. City of Madera Response Letter to Clean Cut Landscape Incorporated

ATTACHMENT 1

Resolution awarding a Construction Services Agreement under Invitation for Bid (IFB) 202425-23 for the Lions Town & Country Park Trail Improvements in the amount of $841,019.63 to Tosted Asphalt, Inc. with a construction contingency of up to 10% of the original construction agreement amount, up to $84,102

Exhibit 1 – Construction Services Agreement

RESOLUTION NO. 25 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING RESOLUTION AWARDING A CONSTRUCTION SERVICES AGREEMENT UNDER INVITATION FOR BID (IFB) 202425-23 LIONS TOWN & COUNTRY PARK TRAIL IMPROVEMENTS FOR $841,019.63 TO TOSTED ASPHALT, INC. WITH A CONSTRUCTION CONTINGENCY OF UP TO 10% OF THE ORIGINAL CONSTRUCTION AGREEMENT AMOUNT, UP TO $84,102

WHEREAS, the City of Madera released an Invitation for Bid (IFB) No. 202425-23 calling for Lions Town & Country Park Trail Improvements; and

WHEREAS, the IFB No. 202425-23 was released on April 5, 2025; and

WHEREAS, the IFB No. 202425-23 was duly noticed and published accordingly; and

WHEREAS, there were eight bids received as of May 12, 2025 in the following amounts:

Tosted Asphalt, Inc.	$841,019.63
Clean Cut Landscape Incorporated	$855,783.74
RJ Berry Jr, Inc.	$942,454.50
Cal Valley Construction, Inc.	$952,125.00
Consolidated Engineering, Inc.	$1,069,177.00
The Design Build, Inc.	$1,078,678.50
Zara Construction	$1,254,272.00
Witbro, Inc. dba Seal Rite Paving & Grading	$1,255,326.00

; and

WHEREAS, the eight bids were evaluated for completeness, responsiveness, and cost; and

WHEREAS, the City Engineer has reviewed the eight bids, and examined Tosted Asphalt, Inc. ("Tosted") and its bid response, found it to be both the lowest qualified responsive and responsible bidder, and has recommended it for award of this project; and

WHEREAS, the City received a bid protest from Clean Cut Landscape Incorporated ("Clean Cut") set forth in bid protest letters alleging that Tosted's bid was non-responsive because they had not submitted all of the proper certifications and documentation with their bid as required by the bid documents; and

WHEREAS, the City's Notice Inviting Bids, General and Special Provisions, Paragraph 3 provides that "[t]he City reserves the right to reject or accept any or all bid proposals or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason."

WHEREAS, the City's Notice Inviting Bids, General and Special Provisions, Paragraph 4 provides that "[t]he City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation."

WHEREAS, a bid that "substantially conforms" to a call for bids may, even if it is not strictly responsive, be accepted if the variance or defect in the bid proposal is minor or inconsequential; and

WHEREAS, a bid may be responsive even if there is a discrepancy in the bid, as long as the discrepancy is inconsequential, that is, the discrepancy must not (1) affect the amount of the bid; (2) give a bidder an advantage over others (e.g., give a bidder an opportunity to avoid its obligation to perform by withdrawing its bid without forfeiting its bid security, i.e., for mistake); (3) be a potential vehicle for favoritism; (4) influence potential bidders to refrain from bidding; or (5) affect the ability to make bid comparisons. Hence, technical or minor defects in a bid can be waived. The question of whether in any given case a bid varies substantially or only inconsequentially from the call for bids is a question of fact. These considerations must be evaluated from a practical, rather than hypothetical, standpoint with reference to the factual circumstances of the case; and

WHEREAS, Tosted actually provided each of the required documents and certifications requested in the bid documents. Although some documents were provided after the bid closing deadline, none of the delays created a competitive advantage for Tosted, altered its bid, or changed its required listed subcontractors; and

WHEREAS, the City Attorney and City Engineer reviewed and responded to Clean Cut's bid protest, and have also determined that Clean Cut's objections are without merit and the City has discretion to waive any such minor and inconsequential discrepancies; and

WHEREAS, during the regular meeting of July 16, 2025, an opportunity was provided to Clean Cut as well as the general public to provide comments to the City Council regarding the proposed rejection of the bid protest and the award of the project; and

WHEREAS, based upon the City's response to Clean Cut and the evidence in the record, the City Council believes there is no basis for the protest, that it may exercise its discretion to find any delayed submittal of documents can be waived, desires to reject the bid protest and award the contract for the project to Tosted as the lowest qualified responsive and responsible bidder; and

WHEREAS, the City wishes to enter into a Contractor Services Agreement with Tosted Asphalt, Inc., Inc., Inc. for the Lions Town & Country Park trail improvements; and

WHEREAS, an additional construction contingency of up to 10% of the original construction agreement amount of $841,019.63, up to $84,102 is allowable; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders, and resolves as follows:

1. The above recitals are true and correct.

2. The City Council finds that the discrepancies identified by the bid protest are minor variances that (1) do not affect the amount of the bid; (2) did not give Tosted. an advantage over others, and did not give Tosted an opportunity to avoid its obligation to perform by withdrawing its bid without forfeiting its bid security; (3) are not a potential vehicle for favoritism; (4) did not influence potential bidders to refrain from bidding; or (5) did not affect the ability to make bid comparisons. The City Council exercises its discretion determine Tosted bid was responsive and to reject the bid protest filed by Clean Cut as being unsubstantiated and without basis for all the reasons set forth in the record. The City Council further finds that Tosted is the lowest qualified responsive and responsible bidder.

3. The City Council of the City of Madera does hereby accept the eight bids received for this project, finds that Tosted Asphalt, Inc. is the lowest, responsive and responsible bidder, and awards a construction services agreement for the RFP 202425-23 Lions Town & Country Park Trail Improvements project in the amount of $841,019.63 as attached hereto as Exhibit 1.

4. This Resolution is effective immediately upon adoption.

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Exhibit 1 – Construction Services Agreement

CONSTRUCTION AGREEMENT
IFB 202425-23 LIONS TOWN AND COUNTRY PARK TRAIL IMPROVEMENTS

This Construction Agreement ("Agreement") is made between the City of Madera, hereinafter called "Owner" or "City" and Tosted Asphalt, Inc., doing business as a corporation, hereinafter "Contractor" and collectively called "Parties." The Agreement is effective on the last date signed by the Parties at the end of this Agreement.

WITNESSETH: The Parties agree as follows:

1. Project. The Contractor shall commence and complete all WORK required for the "IFB 202425-23 Lions Town and Country Park Trail Improvements."

2. Materials, Supplies, Equipment. The Contractor shall furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the WORK described in this Agreement.

3. Commencement of Work; Term of Agreement. The Contractor shall commence the WORK required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED, as agreed upon by Owner and Contractor during the pre-construction meeting and will complete the same within 90 calendar days. The Contractor shall submit a Payment Bond and Performance Bond in the amount of $841,019.63, each and Insurance Certificates as specified in the CONTRACT DOCUMENTS prior to commencing any WORK within seven (7) working days after being notified of the award of the contract, and before Owner executes this AGREEMENT.

This Agreement shall be effective on July 17, 2025, after approval by the City Council at a duly scheduled meeting thereof.

4. The Contract Amount. Owner agrees to pay, and Contractor agrees to accept, the sum not to exceed eight hundred forty-one thousand nineteen dollars and sixty-three cents ($841,019.63) ("Contract Price") subject to adjustments for changes in work as may be directed in writing by Owner as payment in full for the WORK described in the CONTRACT DOCUMENTS. WORK performed at unit prices proposed in the CONTRACT DOCUMENTS will be paid based on actual quantities of work performed and accepted.

5. Contract Documents. The Contractor shall commence and complete all WORK required in accordance with the following CONTRACT DOCUMENTS, attached thereto and incorporated herein as Exhibits A through F:

(A) Contractor Complete Bid as Submitted on May 12, 2025
(B) Addenda No. 1, dated April 22, 2025
(C) Addenda No. 2, dated April 30, 2025
(D) Addenda No. 3, dated May 5, 2025
(E) Insurance Requirements for Contractors as specified in IFB 202425-23

6. Liquidated Damages. In the event the Contractor does not complete the WORK within the time limit specified in Section 3 or within such further time as authorized, the Contractor shall pay to the Owner liquidated damages in the amount of five hundred eighty-five dollars ($585) per day for each and every calendar day delay in finishing the WORK beyond the completion date so specified.

7. Payment to Contractor. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS. For any moneys earned by the Contractor and withheld by the Owner to ensure the performance of the Contract, the Contractor may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. Disputes. In the event of a dispute between the Owner and the Contractor as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the Owner shall for the time being prevail and the Contractor, without delaying the job, shall proceed as directed by the Owner without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the Contractor be finally determined to be either wholly or partially correct, the Owner shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the Owner'S directions as aforesaid. In the event the Contractor shall neglect to prosecute the work properly or fail to perform any provisions of the CONTRACT, the Owner, after three days written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor, subject to final settlement between the parties as in this paragraph herein above provided.

8A. Claims Resolution Process For Disputes.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 *et. Seq*.

A. Claims:

The term “claim” refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

i. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.
ii. Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
iii. Payment of an amount that is disputed by the Owner.

B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor’s completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District’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 Contractor in producing the additional information or requested documentation.

D. City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council 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 Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor 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 Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

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 Owner shall provide the Contractor 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 Owner 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 Owner and the Contractor sharing the associated costs equally. The Owner and Contractor 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.

Under this Contract, 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.

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act 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 Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner'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 Contractor.

I. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor' means any type of subcontractor 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 the Contractor or is a 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 Owner 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 Owner and, if the original contractor did not present the claim, provide the

subcontractor with a statement of the reasons for not having done so.

J. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. No Discrimination in Employment. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. Workers Compensation. In accordance with the provisions of Article 5, Chapter l, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the WORK of this Agreement.

11. Prevailing Wages. This Agreement is subject to California Labor Code Sections 1720, et seq., and Contractor and subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, Owner has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of Owner and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to Owner not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

12. Public Works Contractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter

into a contract to perform public work must be registered with the Department of Industrial Relation. No bid will be accepted, nor any contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

This Project is subject to compliance monitoring and enforcement by the Department of Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

13. Payroll Records. The Contractor shall comply Section 1776 of the California Labor Code. The Contractor shall keep and require that all Subcontractors keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor by the Owner, its officers, and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply. If Contractor or subcontractor does not comply after such ten (10) day period, the Contractor shall, as a penalty, forfeit one hundred dollars ($100) for each day or portion thereof for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

In accordance with California Labor Code Section 1771.4 Section 1771.4, Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (DIR) on a weekly basis and in the format prescribed by the DIR which may include electronic submission. Contractor shall comply with all applicable requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

14. Apprentices. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor. It is the Contractors' responsibility to ensure compliance by both it and all Subcontractors.

Section 1777.5 provides, in part, as follows:

The Contractor or Subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the

number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the Contractor from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general Contractors or to contracts of specialty contractors not bidding for work through a general or prime Contractor, when the contracts of general Contractors, or those specialty Contractors involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprentice able craft or trade, as used in this section, shall mean a craft or trade determined as an apprentice able occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a Contractor from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprentice able craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents contractors in a specific trade from the 1 to 5 ratio on a local or statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The Contractor is required to make contributions to funds established for the

administration of apprenticeship programs if he employs registered apprentices or journeymen in apprentice able trade on such contracts and if other contractors on the public work site are making such contributions. The Contractor, and any Subcontractor under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the Contractor to comply with the provisions of Sections 1777.5 will subject the Contractor to the penalties set forth in Section 1777.7 of the Labor Code.

15. Hours of Work. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any worker is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property or except as authorized under the overtime provisions in California Labor Code 1815.

Overtime and shift work may be established as a regular procedure by the Contractor with reasonable notice and written permission of the Owner. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

Contractor agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the overtime work. Contractor agrees that Owner shall deduct such charges from payments due the Contractor.

16. Subcontracting. The Contractor shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

17. Change Orders. The Contractor and the Owner agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a change order and approved and signed by the Owner or the Owner's Designated Project Manager and the Contractor. It is specifically agreed that the Owner or the Owner's Designated Project Manager shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This Agreement shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

18. Indemnification. Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the Contractor fails to do so, Contractor agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

19. Insurance. Contractor must comply with the insurance requirements as described in Exhibit E, Insurance Requirements for Contractors as specified in IFB.

20. Amendments. Any changes to this Agreement requested by either Owner or

Contractor may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

21. Termination.

A. Termination of the Contract for Default.

1. General: If, prior to the acceptance of the Work, the Contractor:

(a) Becomes insolvent, assigns its assets for the benefit of its creditors, or is otherwise financially unable to complete the Work;

(b) Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;

(c) Disregards written instructions from the City Engineer or materially violates provisions of the Contract Documents;

(d) Fails to prosecute the Work according to the schedule approved by the City;

(e) Disregards laws or regulations of any public body having jurisdiction; or

(f) Commits continuous or repeated violations of regulatory or statutory safety requirements, then the Owner will consider the Contractor in default of the Contract.

2. Notices: Notices and other written communications regarding default between the Contractor, the Owner, and the SURETY shall be transmitted as follows:

(a) Personal delivery with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or

(b) Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Owner may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

3. Notice to Cure: The Owner will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.

4. Notice of Termination for Default: If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the Owner will recommend to the City Council that the Contractor be found in default of the Contract and upon such finding by the City Council will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;

   The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Owner.

5. Responsibilities of the Surety: Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations, and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Owner may do so, and may recover all costs incurred. The Surety shall notify the Owner that it is assuming all rights, obligations, and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

   Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Owner a written plan detailing the course of action it intends to take to remedy the default. The Owner will review the plan detailing and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Owner, the Owner may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Owner deems to be expedient. The cost of completing the Work by the Owner shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for

completion, the Surety shall pay the Owner, within 30 Days after the Owner submits an invoice, all costs in excess of the remaining Contract Price.

6. Payment: The Surety will be paid for completion of the Work in accordance less the value of damages caused to the Owner by the acts of the Contractor.

B. Termination of the Contract for Convenience.

The Owner may terminate the Contract if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the Owner.

1. Notice: The Owner will issue a written notice of termination for convenience as follows:
Personal delivery, with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or
Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Owner may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

2. Cessation of Work: Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed to complete by the Engineer or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

3. Payment: The Contractor will be paid without duplication for:

(a) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience.

(b) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and

(c) Reasonable expenses directly attributable to termination.

Notice of termination shall be mailed to the City:

Arnoldo Rodriguez
City of Madera
205 West 4th Street
Madera, CA 93637

Notice of Termination shall be mailed to the Contractor:

Jose Perez, Owner
Tosted Asphalt, Inc.
PO Box 27014
Fresno, CA 93729
(559) 441-0137

All notices and communications from shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

Either party may update their contact information, including but not limited to mailing address, at any time by providing written notice to the other party in accordance with the notice provisions set forth in this Agreement. Such updates shall take effect upon the other party's receipt of the written notice unless a later effective date is specified in the notice.

22. Warranty. Contractor warrants to Owner that all materials and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents. Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents, or the longest period permitted by California Law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

This section shall not limit Owner's rights under this Agreement or with respect to latent defects, gross mistakes, or fraud. Owner specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure section 337.15.

23. Compliance with Laws. City shall at all times observe and comply, and shall cause

all of its agents, subcontractors, and employees to observe and comply with all with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of City's services. Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply unless otherwise expressly stated.

24. Attorneys' Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

25. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

26. City's Authority. Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

27. Contractor's Legal Authority. Each individual executing or attesting this Agreement on behalf of Contractor hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing corporation in good standing in the State of California.

28. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

29. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an

officer, agent, servant, employee, joint venturer, partner, or associate of City. Furthermore, City shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to City employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees, all legally required employee benefits. In addition, City shall be solely responsible and hold City harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to City or to this Agreement.

30. Sole Agreement. This instrument constitutes the sole and only Agreement between City and Contractor in connection to the Project and correctly sets forth the obligations of the City and Contractor to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

31. Assignment. Neither the Contractor nor City will assign its interest in this Agreement without the written consent of the other.

32. Binding Agreement. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other electronic means shall be deemed to have the same legal effect as delivery of an original signed copy.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in TWO copies, each of which shall be deemed an original on the date first above written.

CITY OF MADERA (Owner)	**Contractor**
By: _____	By: _____
Cecelia K. Gallegos, MAYOR	Contractor (signature)
	_____
APPROVE AS TO FORM:	Printed Name and Title
_____	_____
Shannon L. Chaffin, City Attorney	Federal Tax I.D. No.
	_____
ATTEST:	Contractor License Number
_____	_____
Alicia Gonzales, City Clerk	DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____, 2025, before me, _____
(insert name and title of officer)

Personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Contract Documents
Exhibit A- Contractor Complete Bid as Submitted on May 12, 2025

INCLUDE THIS PAGE WITH BID

Bidder Checklist

SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID PROPOSAL. Bidders shall complete and submit all documents marked with an "X" in the "REQUIRED WITH BID SUBMITTAL" column for bids to be considered responsive.

If any Bidder makes any alteration, strike-through, or otherwise deviates from any of the bid forms provided herein or makes any qualifications of any of the required bid forms in separate documents submitted with the Contractor's Bid Proposal, the Bid Proposal may be considered non-responsive.

REQUIRED WITH BID SUBMITTAL

[X] 1. **BID PROPOSAL FORM**
[X] 2. **BID SCHEDULE A THROUGH C**
[X] 3. **SIGNATURE PAGE**
[X] 4. **SUBCONTRACTOR LISTING** (In excess of 1/2 of 1%)
[X] 5. **BID DEPOSIT (ELECTRONIC SCANNED COPY)** attached to front of Proposal in the form of:

[ ] Certified Check [X] Bidder's Bond (submitted on form in this IFB)
[ ] Cashier's Check [ ] Irrevocable Letter of Credit
[ ] Certificate of Deposit

[X] 6. **CERTIFICATION (Comptroller General's List)**
[X] 7. **NONCOLLUSION AFFIDAVIT**
[X] 8. **PUBLIC CONTRACT CODE**
[X] 9. **EQUAL EMPLOYEMENT OPPORTUNITY CERTIFICATION**
[X] 10. **DISCLOSURE OF CONFLICT-OF-INTEREST FORM**
[X] 11. **ADDENDA** – Signature page of all Addenda issued

SUBMIT NO SOONER THAN ELECTRONIC BID SUBMITTAL DATE AND TIME, AND NO LATER THAN 4:00 P.M. ON THE 3RD BUSINESS DAY AFTER BID OPENING:

[X] **LETTER FROM BIDDER THAT BIDDER WILL PERFORM NOT LESS THAN 30% OF THE TOTAL NET BID AMOUNT (ORIGINAL CONTRACT PRICE)**, excluding specialty items designated by the City on the bid proposal to be submitted via email to jstickman@madera.gov within three working days from the date of the bid opening.

[X] **COMPLETE BID AND ALL REQUIRED FORMS AS UPLOADED TO PLANETBIDS (HARD COPY ORIGINAL delivered to ATTN: Jennifer Stickman, City of Madera, 205 East 4th Street, Madera, Ca 93637)**

INCLUDE THIS PAGE WITH BID

Bid Proposal Form

Lions Town & Country Park Trail Improvements , IFB 202425-23

Bid proposal of Tosted Asphalt, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of CA, doing business as (an individual), or (a partnership), or (a corporation), to the City of Madera (hereinafter called "OWNER"):

In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all work required for "**Lions Town & Country Park Trail Improvements, IFB 202425-23**" in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT in **ninety (90) Calendar Days.**

BIDDER further agrees to pay as liquidated damages, the sum of **$585** for each consecutive calendar day thereafter, as provided in Section 1-17 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA:

No. 1, dated April 22, 2025, 2025
No. 2, dated April 30, 2025, 2025
No. 3, dated May 5, 2025, 2025

The undersigned, as BIDDER, declares that the only persons, or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; that the BIDDER has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plan therein referred to; and he proposes and agrees if this bid proposal is accepted, that the BIDDER will contract with the City of Madera 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 OWNER as therein set forth, and that he will take in full payment therefor the following prices, to wit:

INCLUDE THIS PAGE WITH BID

Bid Schedule

The following Bid Schedule lists the items necessary to complete the work. Bidder will fully complete the schedule including the total price of each item. If the total cost of any item or the Total Base Bid is inconsistent with the unit cost, the unit cost shall prevail. Payment of each item will be based on the actual quantity, except for those items bid lump sum and those items that are noted as fixed quantities.

BID SCHEDULE A, DEMOLITION & SITE PREPARATION				
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	APPROX QTY	TOTAL ITEM PRICE
A1	Existing Path Removal	SF	63,746	$110,280.58
A2	Site Grading (Rough/Fine)	LS	1	$90,000
A3	Tree Protection Fencing	LS	1	$15,000
A4	Temporary Construction Fencing	LS	1	$13,000
A5	Site Preparation (Clearing, Grubbing & Disposal)	LS	1	$92,000
A6	Remove and Relocate Existing Signs	LS	1	$1,100

TOTAL BID SCHEDULE A, DEMOLITION & SITE PREPARATION ITEMS A1 THROUGH A6 INCLUSIVE: $ 321,380.58

Total Amount of BID SCHEDULE A, DEMOLITION & SITE PREPARATION (in words) is three hundred twenty one thousand three hundred eighty Dollars and fifty eight Cents.

BID SCHEDULE B, FLATWORK & FEATURES				
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	APPROX QTY	TOTAL ITEM PRICE
B1	Asphalt Pavement (w/ Aggregate Base)	SF	69,534	$354,623.40
B2	Asphalt Edging (6" Concrete Header)	LF	11,265	$115,015.65
B3	Painted Striping	LS	1	$10,000

TOTAL BID SCHEDULE B, FLATWORK & FEATURES BID ITEMS B1 THROUGH B3 INCLUSIVE: $ 479,639.05

Total Amount of BID SCHEDULE B, FLATWORK & FEATURES (in words) is four hundred seventy nine thousand six hundred thirty nine Dollars and five Cents.

In case of discrepancy between words and figures, the words shall prevail.

INCLUDE THIS PAGE WITH BID

BID SCHEDULE C, MISCELLANEOUS				
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	APPROX QTY	TOTAL ITEM PRICE
C1	Mobilization/De-mobilization (NTE - 5%)	LS	1	฿30,000
C2	General Conditions (NTE - 3%)	LS	1	฿ 10,000

TOTAL BID SCHEDULE C, MISCELLANEOUS BID ITEMS C1 THROUGH C2 INCLUSIVE: $ 40,000.00

Total Amount of BID SCHEDULE C, MISCELLANEOUS (in words) is forty thousand Dollars and zero Cents.

In case of discrepancy between words and figures, the words shall prevail.

GRAND TOTAL BID SCHEDULE A, DEMOLITION & SITE PREPARATION ITEMS A1 THROUGH A6 INCLUSIVE, BID SCHEDULE B, FLATWORK & FEATURES BID ITEMS B1 THROUGH B3 INCLUSIVE, AND BID SCHEDULE C, MISCELLANEOUS BID ITEMS C1 THROUGH C2 INCLUSIVE: $ 841,019.63

Grand Total Amount of BID SCHEDULE A, DEMOLITION & SITE PREPARATION, BID SCHEDULE B, FLATWORK & FEATURES, AND BID SCHEDULE C, MISCELLANEOUS (in words) is eight hundred forty one thousand nineteen dollars Dollars and sixty three Cents.

In case of discrepancy between words and figures, the words shall prevail.

INCLUDE THIS PAGE WITH BID

Bid Proposal Signature Page

If this bid 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 Awarding Authority, with seven (7) days after the award of the contract, the Awarding Authorities, at its option, may determine that the BIDDER has abandoned the contract, and thereupon this bid proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this bid proposal shall operate and the same shall be the property of the OWNER.

DATE	April 30, 2025
COMPANY NAME	Tosted Asphalt, Inc.
STREET ADDRESS	PO Box 27014
CITY/STATE/ZIP	Fresno, CA. 93729
PHONE NUMBER	559-441-0137
EMAIL	Brina@tostedasphalt.com
PERSON PREPARING BID	Jose Perez
TITLE	Owner
SIGNATURE	
CITY OF MADERA BUS. LIC. NO.	1409
CA CONTRACTOR'S LIC. NO. & CLASS	949599
DIR REGISTRATION NO. & WORK CLASSIFICATION	1000024478

Attest
(Seal if bid is by a corporation)

INCLUDE THIS PAGE WITH BID

Subcontractor Listing

The following named subcontractors(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, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime Contractor's total BID. Use subcontractor's business name style as registered with the License Board. Name, location, and description of work as REQUIRED by Section 4104 of the California Public Contract code.

Subcontractor: Pavement Recycling
Business Address: 2280 S. Union Ave Bakersfield, CA
CSLB No. & Classification: 569352
DIR No. & Classification: 1000033663
Item No. or Description of Work: A1
Dollar Amount or Percentage of Total Bid: $15,000

Subcontractor: Madera Concrete
Business Address: 25095 Brook Dr Madera CA 93638
CSLB No. & Classification: 983821
DIR No. & Classification: 1000059250
Item No. or Description of Work: B2
Dollar Amount or Percentage of Total Bid: $100,000

Subcontractor: Ashbrook Enterprises
Business Address: PO Box 537 Pratther CA 93657
CSLB No. & Classification: 1050642
DIR No. & Classification: 1000436778
Item No. or Description of Work: A1, A5
Dollar Amount or Percentage of Total Bid: $30,000

Subcontractor: Knight Fencing site services
Business Address: 802141 $
CSLB No. & Classification: 2390 S Fruit Ave Fresno CA 93706
DIR No. & Classification: 1001046119
Item No. or Description of Work: A3 A4
Dollar Amount or Percentage of Total Bid: $20,000

Subcontractor: T + T Pavement Markings
Business Address: 3276 W Sussex Way Fresno CA 93722
CSLB No. & Classification: 687921
DIR No. & Classification: 1000046338
Item No. or Description of Work: $8,000 $
Dollar Amount or Percentage of Total Bid: B3

Duplicate this form as necessary.

INCLUDE THIS PAGE WITH BID

Certification

The Bidder certifies under penalty of perjury under the laws of the State of California that his/her business or the corporation is not listed on the Comptroller General's list of ineligible bidders/contractors.

The above Certification is part of the Bid Proposal. Signing this Bid Proposal on the signature page thereof shall also constitute signature of this Certification.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

INCLUDE THIS PAGE WITH BID

Noncollusion Affidavit

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY of MADERA

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder	Tosted Asphalt, Inc.
Signature	
Name	Jose Perez
Title	Owner
Dated	April 30, 2025

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

INCLUDE THIS PAGE WITH BID

Public Contract Code

Public Contract Code Section 10285.1 Statement

In accordance 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 offences 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 above. The above Statement is part of the bid proposal.

Public Contract Code Section 10162 Questionnaire

In accordance with the Public Contract Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire: Has the Bidder, any officer, 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 accordance with Public Contract Section 10232, the Bidder, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court has been issued against the Bidder within the immediately preceding two (2) year period because of the Bidder's failure to comply with an order of a federal court which orders the Contractor to comply with an order of National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the bid proposal. Signing this bid proposal 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.

INCLUDE THIS PAGE WITH BID

Equal Employment Opportunity Certification

The bidder Tosted Asphalt, Inc., proposed subcontractor _____, hereby certifies that he has ___, has not ✓, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

The above Certification is part of the Bid Proposal. Signing this Bid Proposal on the signature page thereof shall also constitute signature of this Certification.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

INCLUDE THIS PAGE WITH BID

Disclosure of Conflict of Interest

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	☐	☑
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	☐	☑
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	☐	☑
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Madera, or in a business which is in litigation with the City of Madera?	☐	☑
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Madera employee who has any significant role in the subject matter of this service?	☐	☑
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☑
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

_____

_____

_____

_____

_____

_____

☐ Additional page(s) attached.

_____
Signature

Jose Perez
(name)

4891 E. Annadale Ave.
(address)

Fresno, CA. 93725
(city state zip)

ADDENDUM NO. 1

April 22, 2025

RE: IFB 202425-23 Lions Town & Country Park Trail Improvements

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Bid due date remains the same: 4:00pm, May 5, 2025

Attachments are as follows:

No.	Attachments	Number of Pages
1	Q&A Received through 5:00pm, April 16, 2025	1
2	Revised Description of Bid Items; Specifically Bid Item C.2	2

Issued by: J. Stickman

Jennifer Stickman
Procurement Services Manager

To verify receipt of this Addendum No. 1, please email this sheet to Jennifer Stickman at jstickman@madera.gov before bid due date. **A copy of this signed sheet must also be included with your bid proposal submittal.**

Company: Tosted Asphalt, Inc.
Signature:
Acknowledged by: Jose Perez

ADDENDUM NO. 2

April 30, 2025

RE: IFB 202425-23 Lions Town & Country Park Trail Improvements

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Bid due date has CHANGED to: 4:00pm, May 12, 2025

Issued by: J. Stickman
Jennifer Stickman
Procurement Services Manager

To verify receipt of this Addendum No. 2, please email this sheet to Jennifer Stickman at jstickman@madera.gov before bid due date. **A copy of this signed sheet must also be included with your bid proposal submittal.**

Company: Tasted Asphalt, Inc.
Signature:
Acknowledged by: Jose Perez

ADDENDUM NO. 3

May 5, 2025

RE: IFB 202425-23 Lions Town & Country Park Trail Improvements

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Bid due date remains the same: 4:00pm, May 12, 2025

Attachments are as follows:

No.	Attachments	Number of Pages
1	Revised Section 013233, Photographic Documentation from Attachment A, Technical Specifications by O'Dell Engineering, removing video taking and webcam requirements; removed qualification requirement of professional photographers.	4
2	Revised Section 015639, Temporary Tree and Plant Protection from Attachment A, Technical Specifications by O'Dell Engineering, removing tree trunk protection requirement and adding modified language to require submittal for tree protection fencing as indicated on the Drawings.	8

Issued by: J. Stickman
Jennifer Stickman
Procurement Services Manager

To verify receipt of this Addendum No. 3, please email this sheet to Jennifer Stickman at jstickman@madera.gov before bid due date. **A copy of this signed sheet must also be included with your bid proposal submittal.**

Company: Tosted Asphalt, Inc.
Signature:
Acknowledged by: Jose Perez

INCLUDE THIS PAGE WITH BID

Bid Bond

KNOWN ALL MEN BY THESE PRESENT, that we, the undersigned, TOSTED ASPHALT, INC. as Principal, and THE OHIO CASUALTY INSURANCE COMPANY as Surety, are hereby held and firmly bound unto CITY OF MADERA, PARKS DEPARTMENT as Owner in the penal sum of TEN PERCENT OF AMOUNT BID 10% for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 29TH day of APRIL, 2025. The condition of the above obligation is such that whereas the Principal has submitted to CITY OF MADERA, PARKS DEPARTMENT a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

"Lions Town & Country Park Trail Improvements, IFB 202425-23"

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

TOSTED ASPHALT, INC. (L.S.) By _____

Principal

THE OHIO CASUALTY INSURANCE COMPANY

Surety

By _____

(Seal and Notarial Acknowledge of Surety)

BRITTON CHRISTIANSEN, ATTORNEY-in-FACT

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213326-969577**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen; Kevin E. Vega; Philip E. Vega

all of the city of Covina state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29TH day of April, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

No. 5133-4

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

The Ohio Casualty Insurance Company

of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Automobile and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 2013.*

Dave Jones
Insurance Commissioner

By

Valerie J. Sarfaty
for Nettie Hoge
Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN LUIS OBISPO)

On APR 2 9 2025 before me, McKENZIE SALAZAR, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared BRITTON CHRISTIANSEN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MCKENZIE SALAZAR
Notary Public - California
San Luis Obispo County
Commission # 2459004
My Comm. Expires Aug 13, 2027

Signature M Salazar
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Contract Documents
Exhibit B - Addenda No. 1, dated April 22, 2025

ADDENDUM NO. 1

April 22, 2025

RE: IFB 202425-23 Lions Town & Country Park Trail Improvements

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Bid due date remains the same: 4:00pm, May 5, 2025

Attachments are as follows:

No.	Attachments	Number of Pages
1	Q&A Received through 5:00pm, April 16, 2025	1
2	Revised Description of Bid Items; Specifically Bid Item C.2	2

Issued by: J. Stickman

Jennifer Stickman
Procurement Services Manager

To verify receipt of this Addendum No. 1, please email this sheet to Jennifer Stickman at jstickman@madera.gov before bid due date. **A copy of this signed sheet must also be included with your bid proposal submittal.**

Company: _____

Signature: _____

Acknowledged by: _____

Q&A Received through 5:00pm, April 16, 2025

QUESTION: Each plan page on item 3. says dash striping to be 2" wide. However on page L3.0, box 3 says 6" wide dashes.

RESPONSE: Striping to be 6" wide dashes, per Manual on Uniform Traffic Control Devices (MUTCD) guidelines. Per contract documents, contractor to only provide bike lane striping at the center of the asphalt trail, per MUTCD standards. Contractor to also provide a submittal for approval showing paint type prior to striping.

QUESTION: Plan page L3.0 box 2 has the rebar information however does not include the overlap detail. Please advise.

RESPONSE: #3 rebar within a concrete header should typically overlap by at least 18 inches. The contractors can provide a submittal for review and approval during construction.

QUESTION: Is there a pre bid walk for this project?

RESPONSE: There is no pre-bid meeting or job walk for this project. Prior to submitting a bid, all contractors are encouraged to visit the work site in order to familiarize themselves with existing conditions.

QUESTION: I do not see the insurance requirements for this project . Please advise.

RESPONSE: IFB document uploaded to replace duplicate Notice of IFB document. See details on page 29.

Revised Description of Bid Items

The descriptions below are general descriptions and do not include estimated quantities. See plans and bid summary for estimated quantities. Estimated quantities are provided as a courtesy only. Actual numbers and quantities of symbols on plans prevail. Bidders are responsible for verifying all quantities to their satisfaction. All work to be performed as detailed in the Drawings and Specifications.

BID SCHEDULE A, DEMOLITION & SITE PREPARATION

Bid Item A.1 – Existing Path Removal:
The square foot price bid for this item shall include all costs for removal of pavement and aggregate base. The item also includes labor, disposal, and other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item A.2 – Site Grading (Rough/Fine):
The lump sum price bid for this item shall include all costs for rough grading and fine grading (grading of landscape areas to asphalt pavement elevations). The item also includes labor, equipment, materials and all other work required by the drawings and specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item A.3 – Tree Protection Fencing:
The lump sum bid for this item shall include all costs for tree protection fencing, labor, materials, tools, equipment, incidentals and for doing all the work, including but not limited to installation and removal from the site necessary for completion of the work.

Bid Item A.4 – Temporary Construction Fencing:
The lump sum bid for this item shall include all costs for construction fencing, labor, materials, tools, equipment, incidentals and for doing all the work, including but not limited to installation and removal from the site necessary for completion of the work.

Bid Item A.5 – Site Preparation (Clearing, Grubbing & Disposal):
The lump sum bid for this item shall include all costs for vegetation removal, soil clearing, grubbing and removal. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item A.6 – Remove and Relocate Existing Signs:
The lump sum price bid for this item shall include all costs for the removal and relocation of existing signs as indicated on the Drawings. The item also includes labor, disposal, and other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

BID SCHEDULE B, FLATWORK AND FEATURES

Bid Item B.1 – Asphalt Pavement (w/ Aggregate Base):
The square foot price bid for this item shall include all costs for purchase, installation, and pouring of new asphalt pavement and aggregate base in the areas indicated on the Drawings. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item B.2 – Asphalt Edging (6" Concrete Header):

The linear foot price bid for this item shall include all costs for all costs for purchase, installation, concrete additives and sealers, reinforcement, pouring concrete, finishing, joints, and joint sealants in the areas indicated on the Drawings. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item B.3 – Painted Striping:

The lump sum price bid for this item shall include all costs for painted striping in locations indicated on the Drawings. The item also includes labor, materials and all other work required by the Drawings and specifications which is not specifically set forth in the Bid Form as a pay item.

BID SCHEDULE C, MISCELLANEOUS

Bid Item C.1 – Mobilization/De-Mobilization (NTE 5%):

Mobilization and Demobilization will be paid for on a lump sum basis and is limited to 5% maximum of the total bid cost. The lump sum bid for this item shall include full compensation for conforming to these requirements, temporary fencing (coordination & prior approval of City needed), labor, materials, tools, equipment, incidentals and for doing all the work involved in moving on and off the project site necessary for completion of the work.

Payment for 50 percent of Mobilization and Demobilization or 2.5% of Total Base Bid, whichever is less, shall be made at the time of the first progress payment after the Contractor has purchased and submitted the required bonds and insurance as required by the City. The remaining balance shall be made at the time of the final progress payment after project acceptance by the city.

Bid Item C.2 – General Conditions (NTE 3%):

General Conditions will be paid for on a lump sum basis and is limited to 3% maximum of the total bid cost. The contract lump sum price paid for General Conditions shall include full compensation for conforming to these requirements, furnishing all the fees, permitting, bonding, labor, surveying, and materials for doing all the work involved in administration and oversight of the project necessary for completion of the work as specified in the General Provisions, these Project Specifications and as directed by the City.

END OF SECTION

Contract Documents
Exhibit C - Addenda No. 2, dated April 30, 2025

ADDENDUM NO. 2

April 30, 2025

RE: IFB 202425-23 Lions Town & Country Park Trail Improvements

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Bid due date has CHANGED to: 4:00pm, May 12, 2025

Issued by: J. Stickman
Jennifer Stickman
Procurement Services Manager

To verify receipt of this Addendum No. 2, please email this sheet to Jennifer Stickman at jstickman@madera.gov before bid due date. **A copy of this signed sheet must also be included with your bid proposal submittal.**

Company: _____
Signature: _____
Acknowledged by: _____

Contract Documents
Exhibit D - Addenda No. 3, dated May 5, 2025

ADDENDUM NO. 3

May 5, 2025

RE: IFB 202425-23 Lions Town & Country Park Trail Improvements

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

Bid due date remains the same: 4:00pm, May 12, 2025

Attachments are as follows:

No.	Attachments	Number of Pages
1	Revised Section 013233, Photographic Documentation from Attachment A, Technical Specifications by O'Dell Engineering, removing video taking and webcam requirements; removed qualification requirement of professional photographers.	4
2	Revised Section 015639, Temporary Tree and Plant Protection from Attachment A, Technical Specifications by O'Dell Engineering, removing tree trunk protection requirement and adding modified language to require submittal for tree protection fencing as indicated on the Drawings.	8

Issued by: J. Stickman

Jennifer Stickman
Procurement Services Manager

To verify receipt of this Addendum No. 3, please email this sheet to Jennifer Stickman at jstickman@madera.gov before bid due date. **A copy of this signed sheet must also be included with your bid proposal submittal.**

Company: _____
Signature: _____
Acknowledged by: _____

REVISED SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.
2. Concealed Work photographs.
3. Periodic construction photographs.
4. Final Completion construction photographs.

B. Related Requirements:

1. Section 017700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.
2. Section 024119 "Selective Demolition" for photographic documentation before selective demolition operations commence.
3. Section 311000 "Site Clearing" for photographic documentation before site clearing operations commence.

1.3 INFORMATIONAL SUBMITTALS

A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.

B. Digital Photographs: Submit image files within three days of taking photographs.

1. Submit photos by uploading to web-based Project management software site. Include copy of key plan indicating each photograph's location and direction.
2. Identification: Provide the following information with each image description in web-based Project management software site:

a. Name of Project.
b. Name and contact information for photographer.
c. Name of Landscape Architect and Construction Manager.
d. Name of Contractor.
e. Date photograph was taken.
f. Description of location, vantage point, and direction.
g. Unique sequential identifier keyed to accompanying key plan.

C. Printed Photographs: Submit two sets of prints of each photographic view within seven days of taking photographs.

1. Format: 8-by-10-inch smooth-surface matte prints on single-weight, paper; enclosed back-to-back in clear plastic sleeves punched for three-ring binder. Include copy of key plan indicating each photograph's location and direction. Provide one binder for each set of prints.
2. Identification: On back of each print, label with the following information:

    a. Name of Project.
    b. Name and contact information for photographer.
    c. Name of Landscape Architect and Construction Manager.
    d. Name of Contractor.
    e. Date photograph was taken if not date stamped by camera.
    f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
    g. Unique sequential identifier keyed to accompanying key plan.

1.4 FORMATS AND MEDIA

A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels, and with vibration-reduction technology. Use flash in low light levels or backlit conditions.

B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

C. Metadata: Record accurate date and time and GPS location data from camera.

D. File Names: Name media files with date, Project area, and sequential numbering suffix.

1.5 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs with maximum depth of field and in focus.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

B. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Construction Manager.

1. Flag excavation areas & construction limits before taking construction photographs.
2. Take 50 photographs to show existing conditions adjacent to property before starting the Work.
3. Take 20 photographs of existing buildings either on or adjoining property, to accurately record physical conditions at start of construction.

4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

C. Concealed Work Photographs: Before proceeding with installing work that will conceal other work, take photographs sufficient in number, with annotated descriptions, to record nature and location of concealed Work, including, but not limited to, the following:

1. Underground utilities.
2. Under slab services.
3. Piping.
4. Electrical conduit.
5. Waterproofing and weather-resistant barriers.

D. Periodic Construction Photographs: Take 50 photographs weekly coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

E. Time-Lapse Sequence Construction Photographs: Take 20 photographs as indicated by the Construction Manager, to show status of construction and progress since last photographs were taken.

1. Frequency: Take photographs monthly, on the same date each month.
2. Vantage Points: Following suggestions by Construction Manager and Contractor, photographer shall select vantage points. During each of the following construction phases, take not less than two of the required shots from same vantage point each time, to create a time-lapse sequence as follows:

    a. Commencement of the Work, through completion of subgrade construction.
    b. Above-grade structural framing.
    c. Exterior building enclosure.
    d. Interior Work, through date of Substantial Completion.

F. Final Completion Construction Photographs: Take 100 photographs after date of Substantial Completion for submission as Project Record Documents. Construction Manager will inform photographer of desired vantage points.

G. Additional Photographs: Construction Manager may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.

1. Three days' notice will be given, where feasible.
2. In emergency situations, take additional photographs within 24 hours of request.
3. Circumstances that could require additional photographs include, but are not limited to, the following:

    a. Special events planned at Project site.
    b. Immediate follow-up when on-site events result in construction damage or losses.
    c. Photographs shall be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
    d. Substantial Completion of a major phase or component of the Work.

e. Extra record photographs at time of final acceptance.
f. City's request for special publicity photographs.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013233

REVISED SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for temporary site fencing.
2. Section 311000 "Site Clearing" for removing existing trees and shrubs.

1.3 DEFINITIONS

A. Caliper: Diameter of a trunk measured by a diameter tape at a height 6 inches above the ground for trees up to and including 4-inch size at this height and as measured at a height of 12 inches above the ground for trees larger than 4-inch size.

B. Caliper (DBH): Diameter breast height; as described in The Guide for Plant Appraisal 9th edition, by the Council of Tree 7 Landscape Appraisers and the International Society of Arboriculture, Champaign, Illinois.

C. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.

D. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings.

E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings:

1. Include plans, elevations, sections, and locations of protection-zone fencing and signage, showing relation of equipment-movement routes and material storage locations with protection zones.

2. Detail fabrication and assembly of protection-zone fencing and signage.
3. Indicate extent of trenching by hand or with air spade within protection zones.

C. Samples: For each type of the following:

1. Organic Mulch: 1-pint volume of organic mulch; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch.
2. Protection-Zone Fencing: Assembled Samples of manufacturer's standard size made from full-size components.
3. Protection-Zone Signage: Full-size Samples of each size and text, ready for installation.

D. Tree Protection Plan: Submit a tree protection and fence plan for approval. The plan shall show:

a. All existing trees within the project site and trees at close proximity to the trails as indicated on Drawings. Each Tree shall be assigned a tree identification number.
b. Protective fencing locations and extents.
c. All existing trees to be demolished.

E. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.

1. Species and size of tree.
2. Location on site plan. Include unique identifier for each.
3. Reason for pruning.
4. Description of pruning to be performed.
5. Description of maintenance following pruning.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For arborist and tree service firm.

B. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.

C. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.

D. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.

1. Use sufficiently detailed photographs or video recordings.
2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

E. Arborist Reports: From arborist, stating conditions on site during each visit. Report shall include the area of construction activity, I.D. number of tree/trees within activity zone, protection methods used, photographs of construction and any corrective measures taken by the arborist.

1.6 QUALITY ASSURANCE

A. Arborist Qualifications: Certified Arborist as certified by ISA Licensed arborist in jurisdiction where Project is located.

B. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of the Work.

C. Quality-Control Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work without damaging trees and plantings. Include dimensioned diagrams for placement of protection zone fencing and signage, the arborist's and tree-service firm's responsibilities, instructions given to workers on the use and care of protection zones, and enforcement of requirements for protection zones.

D. Guarantee: Contractor is responsible for the health of existing trees designated for protection for three years. The guarantee period is measured from the start of construction. Trees with declining health due to construction activities will be replaced per the tree replacement section of these specifications.

E. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to temporary tree and plant protection including, but not limited to, the following:

    a. Construction schedule. Verify availability of materials, personnel, and equipment needed to make progress and avoid delays.
    b. Enforcing requirements for protection zones.
    c. Arborist’s responsibilities.
    d. Quality-control program.
    e. Coordination of Work and equipment movement with the locations of protection zones.
    f. Trenching by hand or with air spade within protection zones.
    g. Field quality control.

1.7 PROJECT CONDITIONS

A. The following practices are prohibited within protection zones:

1. Storage of construction materials, debris, or excavated material.
2. Construction Activities.
3. Moving or parking vehicles or equipment.
4. Foot traffic.
5. Erection of sheds or structures.
6. Impoundment of water.
7. Excavation, digging, trenching, tilling grading or soil disturbance unless otherwise indicated.
8. Addition, removal, or storage of soil.

9. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
10. Mechanical damage to tree trunks, roots or branches.
11. Burning of construction materials or cement wash out.

B. Do not direct vehicle or equipment exhaust toward protection zones.

C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Backfill Soil: Stockpiled soil from location shown on Drawings of suitable moisture content and granular texture for placing around tree; free of stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.

1. Mixture: Well-blended mix of two parts stockpiled soil to one part planting soil.
2. Planting Soil: Planting soil as specified in Section 329113 "Soil Preparation."

B. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:

1. Type: Ground or shredded bark.
2. Size Range: 2 inches maximum, 1/2 inch minimum.
3. Color: As indicated on Drawings.

C. Protection-Zone Fencing: Fencing fixed in position and meeting one of the following requirements:

1. Temporary Chain-Link Protection-Zone Fencing: Galvanized-steel fencing fabricated from minimum 2-inchopening, 0.148-inch-diameter wire chain-link fabric; with pipe posts, minimum 2-3/8-inch-OD line posts, and 2-7/8-inch-OD corner and pull posts; with 0.177-inch-diameter top tension wire and 0.177-inch-diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.

   a. Height: 72 inches.

2. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inchmaximum opening in pattern and weighing a minimum of 0.4 lb/ft.; remaining flexible from minus 60 to plus 200 deg F; inert to most chemicals and acids; minimum tensile yield strength of 2000 psi and ultimate tensile strength of 2680 psi; secured with plastic bands or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 96 inches apart.

   a. Height: 48 inches.

b. Color: High-visibility orange, nonfading.

3. Gates: Single- swing access gates matching material and appearance of fencing, to allow for maintenance activities within protection zones; leaf width As indicated.

D. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes pre punched and reinforced; legibly printed with nonfading lettering and as follows:

1. Size and Text: As shown on Drawings.
2. Lettering: 3-inch-high minimum, black characters on white background.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Temporary Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

B. Prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

3.2 PREPARATION

A. Locate and clearly identify trees, shrubs, and other vegetation to remain. Tie a 1-inchblue vinyl tape around each tree trunk at 54 inches above the ground.

B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

C. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated. Do not exceed indicated thickness of mulch.

1. Apply 3-inchuniform thickness of organic mulch unless otherwise indicated. Do not place mulch within 6 inches of tree trunks.
2. Install temporary root protection matting over mulch to the extent indicated.

3.3 PROTECTION ZONES

A. Protection-Zone Fencing: Provide shop drawings for City and/or Landscape Architect’s approval prior to installation. Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people from easily entering protected areas except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.

B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by County. Install one sign spaced approximately every 35 feet on protection-zone fencing, but no fewer than 2 signs with each facing a different direction.

C. Maintain protection zones free of weeds and trash.

D. Maintain protection-zone fencing and signage in good condition as acceptable to Landscape Architect and remove when construction operations are complete and equipment has been removed from the site.

1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

3.4 EXCAVATION

A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Section 312000 "Earth Moving" unless otherwise indicated.

B. Trenching within Protection Zones: Where utility trenches are required within protection zones, excavate under or around tree roots by hand or with air spade, or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots.
1. Digging done by hand shall conform to the following:
    a. Mechanical digging tools shall have flat edges and be no wider than 4”.
    b. Mechanical tools shall be primarily used for loosening of soil and not removal.
    c. A water or air spade may also be used to excavate trenches with tree protection zone.
    d. Vacuum excavation shall be utilized to remove soil from trenches.
    e. Excavated soil shall be deposited outside of the tree protection zones.

C. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches back from new construction and as required for root pruning.

D. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

E. Backfill: Backfill of trenches within the tree protection zone shall be performed such that:
1. Root zones are free from large air cavities.
2. Soil is moist at all strata levels of trench during backfill operations.
3. Trench is not compacted greater than original conditions.

3.5 ROOT PRUNING

A. Prune tree roots that are affected by temporary and permanent construction. Prune roots as follows:

1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
2. Cut Ends: Coat cut ends of roots more than 1-1/2 inches in diameter with an emulsified asphalt or other coating formulated for use on damaged plant tissues and that is acceptable to arborist.
3. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
4. Cover exposed roots with burlap and water regularly.
5. Backfill as soon as possible according to requirements in Section 312000 "Earth Moving."

B. Root Pruning within Protection Zone: Clear and excavate by hand or with air spade to the depth of the required excavation to minimize damage to tree root systems. If excavating by hand, use narrow-tine spading forks to comb soil to expose roots. Cleanly cut roots as close to excavation as possible.

3.6 CROWN PRUNING

A. Prune branches that are affected by temporary and permanent construction. Prune branches as directed by arborist.

1. Prune to remove only injured, broken, dying, or dead branches unless otherwise indicated. Do not prune for shape unless otherwise indicated.
2. Do not remove or reduce living branches to compensate for root loss caused by damaging or cutting root system.
3. Pruning Standards: Prune trees according to ANSI A300 (Part 1).

    a. Type of Pruning: Cleaning where indicated.
    b. Specialty Pruning: Structural where indicated.

B. Unless otherwise directed by arborist and acceptable to County, do not cut tree leaders.

C. Cut branches with sharp pruning instruments; do not break or chop.

D. Do not paint or apply sealants to wounds.

E. Provide subsequent maintenance pruning during Contract period as recommended by arborist.

F. Chip removed branches and dispose of off-site.

3.7 REGRADING

A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

B. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist unless otherwise indicated.

1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.

C. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

D. Minor Fill within Protection Zone: Where existing grade is six inches or less below elevation of finish grade, fill with backfill soil. Place backfill soil in a single uncompacted layer and hand grade to required finish elevations.

3.8 FIELD QUALITY CONTROL

A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.9 REPAIR AND REPLACEMENT

A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by County.

1. Submit details of proposed pruning and repairs.
2. Perform repairs of damaged trunks, branches, and roots within 24 hours according to arborist's written instructions.

B. Soil Aeration: Where directed by County, aerate surface soil compacted during construction. Aerate 10 feet beyond drip line and no closer than 36 inches to tree trunk.

3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove excess excavated material, displaced trees, trash, and debris and legally dispose of them off County's property.

3.11 COMPENSATION

A. Full compensation for tree protection measures and arborist fees as set forth in these specifications to be included within the contract price.

END OF SECTION 015639

Contract Documents
Exhibit E - Insurance Requirements for Contractors as specified in IFB 202425-23

Insurance Requirements for Contractors

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage
Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance
Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers
All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation
All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)
Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting
Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation
Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims
Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance
Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

Contract Documents
Exhibit F - IFB 202425-23 Lions Town and Country Park Trail Improvements

Invitation for Bid

No. 202425-23

FOR

Lions Town & Country Park Trail Improvements

Date Released: April 5, 2025

City of Madera

Parks and Community Services Division

Bids are due prior to 4:00pm on May 5, 2025

Table of Contents

Introduction 4

Description of Work 4

Bid Submittal Date (Close date) 4

How and Where to Submit 4

Bidder Questions 4

Pre-Bid Meeting 5

Required Contractors Licenses 5

Disadvantaged Business Enterprise (DBE) 5

Bonding Requirements 6

Prevailing Wages 6

Scope of Work 7

Description of Bid Items 7

Bidder Checklist 10

Bid Proposal Form 11

Bid Schedule 12

Bid Proposal Signature Page 14

Subcontractor Listing 15

Certification 16

Noncollusion Affidavit 17

Public Contract Code 18

Equal Employment Opportunity Certification 19

Disclosure of Conflict of Interest 20

Bid Bond 21

Payment Bond 22

Performance Bond 24

Standard Specifications And Plans **26**

General and Special Conditions **26**

Information for Bidders **26**

Insurance Requirements for Contractors **29**

Attachments **31**

NOTICE OF INVITATION FOR BID

Invitation for Bid (IFB) No. 202425-23
Lions Town & Country Park Trail Improvements

Introduction

Pursuant to California Public Contract Code (PCC) §22000 et seq., the City of Madera ("City") hereby seeks bids in response to this Invitation for Bid No. 202425-23 for the Lions Town & Country Park Trail Improvements. A contract will be awarded to the lowest responsive, responsible bidder.

Description of Work

The City of Madera is soliciting bids for the reconstruction of the trail system located at Lions Town & Country Park, 2300 Howard Road, Madera, CA 93637. The project includes:

- Approximately 63,746 SF removal of existing path.
- Installation of approximately 69,534 SF of asphalt pavement.
- Installation of approximately 11,265 LF of asphalt edging.

This project is being funded through the State of California Department of Parks and Recreation, as well as the Department of Natural Resources Agency.

The Engineer's Opinion of Cost for this project is $1,170,743.

The Successful Bidder must complete required work within **90 Calendar Days** of Notice to Proceed.

Bid Submittal Date (Close date)

Bids must be received no later than 4:00pm on May 5, 2025.

How and Where to Submit

Electronic bids will be accepted on City bid forms provided by the City, until the time and date listed below.

In the event this Invitation for Bid is obtained through any means other than the City's distribution, the City will not be responsible for the completeness, accuracy or timeliness of the final bid document and may deem bid non-responsive.

All bids must be submitted through the City's PlanetBids vendor portal at:

https://pbsystem.planetbids.com/portal/54016/portal-home.

Bidder Questions

Any questions related to this IFB shall be submitted through the City's PlanetBids vendor portal at https://pbsystem.planetbids.com/portal/54016/portal-home no later than 5:00pm on April 16, 2025.

No oral or emailed question or inquiry about this IFB shall be accepted. No questions or inquiries should

be directed to any individual(s) at the locations detailed in this document. All communications must be submitted in writing per the process described in this document.

Pre-Bid Meeting

There is no pre-bid meeting for this project. Prior to submitting a bid, all contractors are encouraged to visit the work site in order to familiarize themselves with existing conditions.

Instructions to Bidders
You may view or obtain a copy of this Invitation for Bids (IFB) by visiting or contacting the following:

City of Madera PlanetBids Vendor Portal
Website: https://pbsystem.planetbids.com/portal/54016/portal-home

Construction Bidboard (Ebidboard), Phone: 800-479-5314
Website: www.ebidboard.com

Dodge Data & Analytics, Phone: 877-784-9556
Website: www.construction.com

Placer County Contractors Association & Builders Exchange, Phone: 916-771-7229
Website: www.pccamembers.com

Builders' Exchange of San Joaquin, Phone: 209-478-1000
Website: http://www.bxsj.org

Central California Builders Exchange, Phone: 559-237-1831
Website: http://cencalbx.com/

Valley Builders Exchange. Phone: (209) 522-9031
Website: www.valleybx.com

Required Contractors Licenses

Each Bidder shall be a licensed contractor pursuant to the California Business and Professions Code §7028.15 and California Public Contract Code §3300 and shall be licensed in the following classification as required by the scope of work: **Class A, General Engineering Contractor**. Any Bidder not meeting the license requirement(s) following the bid opening will be rejected as nonresponsive. All Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.

Disadvantaged Business Enterprise (DBE)
The City of Madera hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, DBE, Minority Business Enterprise, and Women-Owned Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

The City hereby notifies all Bidders that no person shall be excluded from participation in, denied any

benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era or on any other basis prohibited by law.

Bonding Requirements
Bid security required in the amount of ten percent (10%) of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance and certified by the US Bureau of Fiscal Service to conduct business in the state of California, cash, cashier's check, or certified check shall accompany the bids. Bid securities shall be made in favor of the City of Madera.

Payment Bond equal to one hundred percent (100%) of the Bid Security are required within 7 days of the Notice of Intent to Award on all projects valued at $25,000 and above.

Performance Bond equal to one hundred percent (100%) of the Bid Security are required within 7 days of the Notice of Intent to Award on all projects valued at $100,000 and above.

All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure section 995.120.

Prevailing Wages
The project is a public works project subject to California Labor Code §1770 et seq., The Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this contract. Per Diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes.

The California DIR Public Works Contractors website is: http://www.dir.ca.gov/Public-Works/Contractors.html. Copies of the rates are on file with the City and are deemed included in this IFB. Upon request, the City will make available copies to any interested party. The rate of prevailing wage for any craft, classification, or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the selected contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this contract. Contractor shall post on site all required job site notices as prescribed by law or regulation.

Scope of Work

The City of Madera is soliciting bids for the complete reconstruction of the trail system located at the Lions Town & Country Park, 2300 Howard Road, Madera, CA 93637. The park is the City's largest park, featuring such amenities as the trail, amphitheater, playground area, picnic areas, and baseball & softball fields. Not only is the park a destination utilized for resident's physical well-being, but also serves as a community hub.

The existing trail to be reconstructed is currently approximately 63,746 SF, and loops around the park just under a mile in length. The existing trail system is made of decomposed granite. The new trail will be constructed of asphalt pavement, with edging.

The scope of work will generally consist of demolition of the existing path, with site preparation thereafter, tree protection fencing, and temporary construction fencing, and other incidental work, in accordance with this IFB and all attachments listed herein.

Description of Bid Items

The descriptions below are general descriptions and do not include estimated quantities. See plans and bid summary for estimated quantities. Estimated quantities are provided as a courtesy only. Actual numbers and quantities of symbols on plans prevail. Bidders are responsible for verifying all quantities to their satisfaction. All work to be performed as detailed in the Drawings and Specifications.

BID SCHEDULE A, DEMOLITION & SITE PREPARATION

Bid Item A.1 – Existing Path Removal:
The square foot price bid for this item shall include all costs for removal of pavement and aggregate base. The item also includes labor, disposal, and other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item A.2 – Site Grading (Rough/Fine):
The lump sum price bid for this item shall include all costs for rough grading and fine grading (grading of landscape areas to asphalt pavement elevations). The item also includes labor, equipment, materials and all other work required by the drawings and specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item A.3 – Tree Protection Fencing:
The lump sum bid for this item shall include all costs for tree protection fencing, labor, materials, tools, equipment, incidentals and for doing all the work, including but not limited to installation and removal from the site necessary for completion of the work.

Bid Item A.4 – Temporary Construction Fencing:
The lump sum bid for this item shall include all costs for construction fencing, labor, materials, tools, equipment, incidentals and for doing all the work, including but not limited to installation and removal from the site necessary for completion of the work.

Bid Item A.5 – Site Preparation (Clearing, Grubbing & Disposal):
The lump sum bid for this item shall include all costs for vegetation removal, soil clearing, grubbing and removal. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item A.6 – Remove and Relocate Existing Signs:
The lump sum price bid for this item shall include all costs for the removal and relocation of existing signs as indicated on the Drawings and Specifications. The item also includes labor, disposal, and other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

BID SCHEDULE C, FLATWORK AND FEATURES

Bid Item B.1 – Asphalt Pavement (w/ Aggregate Base):
The square foot price bid for this item shall include all costs for purchase, installation, and pouring of new asphalt pavement and aggregate base in the areas indicated on the Drawings and Specifications. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item B.2 – Asphalt Edging (6" Concrete Header):
The linear foot price bid for this item shall include all costs for all costs for purchase, installation, concrete additives and sealers, reinforcement, pouring concrete, finishing, joints, and joint sealants in the areas indicated on the Drawings and Specifications. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item B.3 – Painted Striping:
The lump sum price bid for this item shall include all costs for painted striping in locations indicated on the Drawings and Specifications. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

BID SCHEDULE C, MISCELLANEOUS

Bid Item C.1 – Mobilization/De-Mobilization (NTE 5%):
Mobilization and Demobilization will be paid for on a lump sum basis and is limited to 5% maximum of the total bid cost. The lump sum bid for this item shall include full compensation for conforming to these requirements, temporary fencing (coordination & prior approval of City needed), labor, materials, tools, equipment, incidentals and for doing all the work involved in moving on and off the project site necessary for completion of the work.

Payment for 50 percent of Mobilization and Demobilization, or 2.5% of Total Base Bid (whichever is less) shall be made at the time of the first progress payment after the Contractor has purchased and submitted the required bonds and insurance as required by the City. The remaining balance shall be made at the time of the final progress payment after project acceptance by the city.

Bid Item C.2 – Bonding:
General Conditions will be paid for on a lump sum basis. The contract lump sum price paid for General Conditions shall include full compensation for conforming to these requirements, furnishing all the fees,

permitting, bonding, labor, surveying, and materials for doing all the work involved in administration and oversight of the project necessary for completion of the work as specified in the General Provisions, these Project Specifications and as directed by the City.

INCLUDE THIS PAGE WITH BID

Bidder Checklist

SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID PROPOSAL. Bidders shall complete and submit all documents marked with an "X" in the "REQUIRED WITH BID SUBMITTAL" column for bids to be considered responsive.

If any Bidder makes any alteration, strike-through, or otherwise deviates from any of the bid forms provided herein or makes any qualifications of any of the required bid forms in separate documents submitted with the Contractor's Bid Proposal, the Bid Proposal may be considered non-responsive.

REQUIRED WITH BID SUBMITTAL

[X] 1. **BID PROPOSAL FORM**
[X] 2. **BID SCHEDULE A THROUGH C**
[X] 3. **SIGNATURE PAGE**
[X] 4. **SUBCONTRACTOR LISTING** (In excess of 1/2 of 1%)
[X] 5. **BID DEPOSIT (ELECTRONIC SCANNED COPY)** attached to front of Proposal in the form of:

[ ] Certified Check [ ] Bidder's Bond (submitted on form in this IFB)
[ ] Cashier's Check [ ] Irrevocable Letter of Credit
[ ] Certificate of Deposit

[X] 6. **CERTIFICATION (Comptroller General's List)**
[X] 7. **NONCOLLUSION AFFIDAVIT**
[X] 8. **PUBLIC CONTRACT CODE**
[X] 9. **EQUAL EMPLOYEMENT OPPORTUNITY CERTIFICATION**
[X] 10. **DISCLOSURE OF CONFLICT-OF-INTEREST FORM**
[X] 11. **ADDENDA** – Signature page of all Addenda issued

SUBMIT NO SOONER THAN ELECTRONIC BID SUBMITTAL DATE AND TIME, AND NO LATER THAN 4:00 P.M. ON THE 3RD BUSINESS DAY AFTER BID OPENING:

[X] **LETTER FROM BIDDER THAT BIDDER WILL PERFORM NOT LESS THAN 30% OF THE TOTAL NET BID AMOUNT (ORIGINAL CONTRACT PRICE)**, excluding specialty items designated by the City on the bid proposal to be submitted via email to jstickman@madera.gov within three working days from the date of the bid opening.

[X] **COMPLETE BID AND ALL REQUIRED FORMS AS UPLOADED TO PLANETBIDS (HARD COPY ORIGINAL delivered to ATTN: Jennifer Stickman, City of Madera, 205 East 4th Street, Madera, Ca 93637)**

INCLUDE THIS PAGE WITH BID

Bid Proposal Form

Lions Town & Country Park Trail Improvements , IFB 202425-23

Bid proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as (an individual), or (a partnership), or (a corporation), to the City of Madera (hereinafter called "OWNER"):

In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all work required for "**Lions Town & Country Park Trail Improvements, IFB 202425-23**" in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT in **ninety (90) Calendar Days.**

BIDDER further agrees to pay as liquidated damages, the sum of **$585** for each consecutive calendar day thereafter, as provided in Section 1-17 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA:

No. _____, dated _____, 2025
No. _____, dated _____, 2025
No. _____, dated _____, 2025

The undersigned, as BIDDER, declares that the only persons, or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; that the BIDDER has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plan therein referred to; and he proposes and agrees if this bid proposal is accepted, that the BIDDER will contract with the City of Madera 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 OWNER as therein set forth, and that he will take in full payment therefor the following prices, to wit:

INCLUDE THIS PAGE WITH BID

Bid Schedule

The following Bid Schedule lists the items necessary to complete the work. Bidder will fully complete the schedule including the total price of each item. If the total cost of any item or the Total Base Bid is inconsistent with the unit cost, the unit cost shall prevail. Payment of each item will be based on the actual quantity, except for those items bid lump sum and those items that are noted as fixed quantities.

BID SCHEDULE A, DEMOLITION & SITE PREPARATION				
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	APPROX QTY	TOTAL ITEM PRICE
A1	Existing Path Removal	SF	63,746	
A2	Site Grading (Rough/Fine)	LS	1	
A3	Tree Protection Fencing	LS	1	
A4	Temporary Construction Fencing	LS	1	
A5	Site Preparation (Clearing, Grubbing & Disposal)	LS	1	
A6	Remove and Relocate Existing Signs	LS	1	

TOTAL BID SCHEDULE A, DEMOLITION & SITE PREPARATION ITEMS A1 THROUGH A6 INCLUSIVE: $
Total Amount of BID SCHEDULE A, DEMOLITION & SITE PREPARATION (in words) is _____ Dollars and _____Cents.

BID SCHEDULE B, FLATWORK & FEATURES				
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	APPROX QTY	TOTAL ITEM PRICE
B1	Asphalt Pavement (w/ Aggregate Base)	SF	69,534	
B2	Asphalt Edging (6" Concrete Header)	LF	11,265	
B3	Painted Striping	LS	1	

TOTAL BID SCHEDULE B, FLATWORK & FEATURES BID ITEMS B1 THROUGH B3 INCLUSIVE: $

Total Amount of BID SCHEDULE B, FLATWORK & FEATURES (in words) is _____ Dollars and _____Cents.

In case of discrepancy between words and figures, the words shall prevail.

INCLUDE THIS PAGE WITH BID

BID SCHEDULE C, MISCELLANEOUS				
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	APPROX QTY	TOTAL ITEM PRICE
C1	Mobilization/De-mobilization (NTE - 5%)	LS	1	
C2	General Conditions (NTE - 3%)	LS	1	

TOTAL BID SCHEDULE C, MISCELLANEOUS BID ITEMS C1 THROUGH C2 INCLUSIVE: $_____

Total Amount of BID SCHEDULE C, MISCELLANEOUS (in words) is _____ Dollars and _____Cents.

In case of discrepancy between words and figures, the words shall prevail.

GRAND TOTAL BID SCHEDULE A, DEMOLITION & SITE PREPARATION ITEMS A1 THROUGH A6 INCLUSIVE, BID SCHEDULE B, FLATWORK & FEATURES BID ITEMS B1 THROUGH B3 INCLUSIVE, AND BID SCHEDULE C, MISCELLANEOUS BID ITEMS C1 THROUGH C2 INCLUSIVE: $

Grand Total Amount of BID SCHEDULE A, DEMOLITION & SITE PREPARATION, BID SCHEDULE B, FLATWORK & FEATURES, AND BID SCHEDULE C, MISCELLANEOUS (in words) is _____ Dollars and _____Cents.

In case of discrepancy between words and figures, the words shall prevail.

INCLUDE THIS PAGE WITH BID

Bid Proposal Signature Page

If this bid 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 Awarding Authority, with seven (7) days after the award of the contract, the Awarding Authorities, at its option, may determine that the BIDDER has abandoned the contract, and thereupon this bid proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this bid proposal shall operate and the same shall be the property of the OWNER.

DATE	_____
COMPANY NAME	_____
STREET ADDRESS	_____
CITY/STATE/ZIP	_____
PHONE NUMBER	_____
EMAIL	_____
PERSON PREPARING BID	_____
TITLE	_____
SIGNATURE	_____
CITY OF MADERA BUS. LIC. NO.	_____
CA CONTRACTOR'S LIC. NO. & CLASS	_____
DIR REGISTRATION NO. & WORK CLASSIFICATION	_____

_____

Attest
(Seal if bid is by a corporation)

INCLUDE THIS PAGE WITH BID

Subcontractor Listing

The following named subcontractors(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, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime Contractor's total BID. Use subcontractor's business name style as registered with the License Board. Name, location, and description of work as REQUIRED by Section 4104 of the California Public Contract code.

Subcontractor: _____
- Business Address: _____
- CSLB No. & Classification: _____
- DIR No. & Classification: _____
- Item No. or Description of Work: _____
- Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
- Business Address: _____
- CSLB No. & Classification: _____
- DIR No. & Classification: _____
- Item No. or Description of Work: _____
- Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
- Business Address: _____
- CSLB No. & Classification: _____
- DIR No. & Classification: _____
- Item No. or Description of Work: _____
- Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
- Business Address: _____
- CSLB No. & Classification: _____
- DIR No. & Classification: _____
- Item No. or Description of Work: _____
- Dollar Amount or Percentage of Total Bid: _____

Subcontractor: _____
- Business Address: _____
- CSLB No. & Classification: _____
- DIR No. & Classification: _____
- Item No. or Description of Work: _____
- Dollar Amount or Percentage of Total Bid: _____

Duplicate this form as necessary.

INCLUDE THIS PAGE WITH BID

Certification

The Bidder certifies under penalty of perjury under the laws of the State of California that his/her business or the corporation is not listed on the Comptroller General's list of ineligible bidders/contractors.

The above Certification is part of the Bid Proposal. Signing this Bid Proposal on the signature page thereof shall also constitute signature of this Certification.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

INCLUDE THIS PAGE WITH BID

Noncollusion Affidavit

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY of MADERA

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

INCLUDE THIS PAGE WITH BID

Public Contract Code

Public Contract Code Section 10285.1 Statement

In accordance 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 offences 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 above. The above Statement is part of the bid proposal.

Public Contract Code Section 10162 Questionnaire

In accordance with the Public Contract Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire: Has the Bidder, any officer, 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 accordance with Public Contract Section 10232, the Bidder, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court has been issued against the Bidder within the immediately preceding two (2) year period because of the Bidder's failure to comply with an order of a federal court which orders the Contractor to comply with an order of National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the bid proposal. Signing this bid proposal 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.

INCLUDE THIS PAGE WITH BID

Equal Employment Opportunity Certification

The bidder_____,
proposed subcontractor_____, hereby certifies that he has ____, has not ____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

The above Certification is part of the Bid Proposal. Signing this Bid Proposal on the signature page thereof shall also constitute signature of this Certification.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

INCLUDE THIS PAGE WITH BID

Disclosure of Conflict of Interest

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	☐	☐
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	☐	☐
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	☐	☐
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Madera, or in a business which is in litigation with the City of Madera?	☐	☐
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Madera employee who has any significant role in the subject matter of this service?	☐	☐
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☐
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

_____

_____

_____

_____

_____

_____

□ Additional page(s) attached.

_____
Signature

_____
(name)

_____
(address)

_____
(city state zip)

INCLUDE THIS PAGE WITH BID

Bid Bond

KNOWN ALL MEN BY THESE PRESENT, that we, the undersigned, _____

_____ as Principal, and _____ as Surety,

are hereby held and firmly bound unto _____ as Owner in the penal sum of

_____ for the payment of which, well and truly to be made, we hereby jointly

and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2025. The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

"Lions Town & Country Park Trail Improvements, IFB 202425-23"

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.) By_____

Principal

_____

Surety

By: _____

(Seal and Notarial Acknowledge of Surety)

Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and (Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ _____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents, and also by the provisions of Part 2, Title 14, Chapter 2 of the California Code of Civil Procedure (Section 995.010, et seq.) and of Section 3247, et seq. of the California Civil Code.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2025, a copy of which is hereto attached and made a part hereof for the construction of:

"Lions Town & Country Park Trail Improvements, IFB 202425-23"

NOW, THEREFORE, if the Principal shall willingly, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2025.

ATTEST:_____
Principal

_____ BY: _____(s)
(Principal) Secretary

(Seal)

_____ _____
(Witness as to Principal) (Address)

_____

ATTEST:

_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ BY: _____
Witness as to Surety Attorney in Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners shall execute Bond.

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and (Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ _____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2025, a copy of which is hereto attached and made a part hereof for the construction of:

"Lions Town & Country Park Trail Improvements, IFB 202425-23"

NOW, THEREFORE, if the Principal shall willingly, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to work to be performed

thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
(number)
counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2025.

ATTEST:_____
Principal
_____ BY: _____(s)
(Principal) Secretary

(Seal)

_____ _____
(Witness as to Principal) (Address)

_____

ATTEST:
_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ BY: _____
Witness as to Surety Attorney in Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners shall execute Bond.

Standard Specifications And Plans

The City of Madera's Standard Specifications are hereby referred to and incorporated herein as though set forth in full. The Standard Specifications and Standard Drawings are available online at https://www.madera.gov/home/departments/engineering/standard-drawings/, and click on Specifications or Drawings. These online specifications and drawings are the most current, approved issue.

General and Special Conditions

General and Special conditions are hereby referred to and incorporated herein as though set forth in full. The General and Special Conditions are available by clicking this link or copying and pasting it into your web browser: https://www.madera.gov/wp-content/uploads/2024/04/General-Special-Conditions-for-Construction.pdf.

Information for Bidders

1. Attention of Bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are basis for evaluation and will be part of any contract with the successful bidder. Any deviations from the specifications in this notice shall be proper reason for rejection of all or any part of the bid proposal.

2. The City recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation, or marital status.

   The City is an equal opportunity employer. The City, as well as its recipients, subrecipients, and contractors, will not discriminate in employment practices based on race, color, religious creed, ancestry, national origin, age, sex (includes sexual harassment), pregnancy (childbirth or related medical conditions), marital status, sexual orientation (heterosexuality, homosexuality and bisexuality), medical condition (cancer and genetic characteristics), mental or physical disability (includes HIV and AIDS), political affiliation/opinion, Veteran's status, or request for family medical leave. The City is committed to ensuring that the work environment of City employees and the work environment of employees and volunteers of recipients, subrecipients, and contractors of the City are free from discrimination, harassment, and retaliation. All efforts to provide equal opportunity in employment practices will be made on the basis of merit, efficiency, and fitness consistent with civil service and merit system principles. Discrimination is prohibited in all aspects of the employment process.

   The City, as well as recipients, subrecipients, and contractors, will not discriminate in the delivery of services or benefits based on the above identified bases.

3. The City reserves the right to reject or accept any or all bid proposals or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.

4. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation.

5. The City reserves the right to modify this IFB at any time. In the event it becomes necessary to modify or revise the IFB, a written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the IFB.

   Proposer is responsible for checking the City's PlanetBids vendor portal prior to submitting a Proposal to determine if any amendments were made to the IFB. Documents, amendments, addenda, etc. will be posted to the City's PlanetBids vendor portal at:

   https://pbsystem.planetbids.com/portal/54016/portal-home.

   Any questions related to this IFB shall be submitted through the City's PlanetBids vendor portal no later than 5:00pm on April 16, 2025

   No verbal requests or requests made in any other format will be accepted.

6. Bid proposals will be evaluated by the City. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information. Bids will be compared on the basis of the grand total of BID SCHEDULES A, B, and C. Award will be made to the lowest responsive responsible bidder.

7. Any bid proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the Bidder, or his/her duly authorized representative, for the withdrawal of such bid proposal is filed with Purchasing. The withdrawal of a bid proposal shall not prejudice the right of a Bidder to file a new bid proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of bid proposals, a bid proposal may not be withdrawn or altered.

8. Bidder is responsible for fully acquainting itself with the conditions of the project site (which may include more than one site), as well as those relating to the construction and labor of the project, to fully understand the facilities, difficulties, and restrictions which may impact the cost or effort required to complete the project.

9. The City reserves the right to seek supplementary information from any Bidder at any time after official bid proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original bid proposal.

10. Issuance of the IFB and receipt of bid proposals does not commit the City to award an agreement. The City reserves the right to postpone the IFB process for its own convenience, to accept or reject any or all bid proposals received in response to this IFB, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this IFB. The City also reserves the right to apportion the award among more than one company.

11. The successful Bidder shall enter into a formal agreement with City which will be very similar in content to the **Attachment C, Sample Construction Agreement** which is provided for information purposes only and to help clarify City intent relevant to this IFB as well as general contract requirements of the City.

12. Bidder and its subcontractors performing work under this contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses, and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

13. Prior to beginning any work or delivering any equipment or material to be furnished under this bid proposal, the Bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408.

    Any Federal or State of California License/Certification required to provide the services will be required.

    A **Class A, General Engineering Contractor** license will be required. Insurance documentation in accordance with the Insurance Requirements for Contractors will also be required.

14. Bidder's Proprietary Information: Upon bid opening, all documents provided by the successful Bidder shall become public record. All documents provided by any Bidders, other than the successful Bidder, shall become public record in their entirety and subject to disclosure. This shall also include but is not limited to documents for projects for which all bid proposals are rejected and projects for which an award is not made for any reason. In the event that one or more bid proposals are returned to the bidding parties, it is the intent of the City that such documents shall not become public records of the City unless required by the California Public Records Act or other provisions of law.

15. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers, and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. The local vendor outreach policy shall not apply to those Agreements where State or Federal law, or other laws or regulations preclude such a preference.

    Contractors will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Contractors will, upon request, provide records showing the outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

16. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout.

Insurance Requirements for Contractors

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage
Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance
Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers
All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation
All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)
Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting
Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation
Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims
Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance
Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

Attachments

The following attachments are to be incorporated and included as part of the CONTRACT DOCUMENTS for IFB 202425-23 for the Lions Town & Country Park Trail Improvements

- Attachment A, Technical Specifications by O'Dell Engineering, 112 pages
- Attachment B, Project Plan Sheets, 33 pages
- Attachment C, Sample Construction Agreement, 19 pages

TECHNICAL SPECIFICATIONS FOR:

City of Madera
Lions Town and Country Regional Park Trail Restoration Project

October, 2024

100% SUBMITTAL

Prepared by:

O'DELL ENGINEERING
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TABLE OF CONTENTS

SECTIONS **PAGES**

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

BY OTHERS

DIVISION 01 – GENERAL REQUIREMENTS

SECTION 012500 – SUBSTITUTION PROCEDURES ..... 1 – 3

SECTION 013100 – PROJECT MANAGEMENT AND COORDINATION ..... 1 – 10

SECTION 013200 – CONSTRUCTION PROGRESS DOCUMENTATION ..... 1 – 10

SECTION 013233 – PHOTOGRAPHIC DOCUMENTATION ..... 1 – 7

SECTION 013300 – SUBMITTAL PROCEDURES ..... 1 – 10

SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS ..... 1 – 8

SECTION 015639 – TEMPORARY TREE AND PLANT PROTECTION ..... 1 – 9

SECTION 017700 – CLOSEOUT PROCEDURES ..... 1 – 6

SECTION 017839 – PROJECT RECORD DOCUMENTS ..... 1 – 5

DIVISION 02– EXISTING CONDITIONS

SECTION 024119 – SELECTIVE DEMOLITION ..... 1 – 7

DIVISION 03-30 – NOT USED

DIVISION 31 – EARTHWORK

SECTION 311000 – SITE CLEARING ..... 1 – 5

SECTION 312000 – EARTH MOVING..... 1 – 13

DIVISION 32 – EXTERIOR IMPROVEMENTS

SECTION 321216 – ASPHALT PAVING ..... 1 – 8

SECTION 321313 – CONCRETE PAVING ..... 1 – 6

SECTION 321723 – PAVEMENT MARKINGS ..... 1 – 3

DIVISION 33– 48 – NOT USED

END OF TECHNICAL SPECIFICATIONS

END OF TABLE OF CONTENTS

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.

1.4 ACTION SUBMITTALS

A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by City and separate contractors that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
Certificates and qualification data, where applicable or requested.

f. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
g. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
h. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
i. Cost information, including a proposal of change, if any, in the Contract Sum.
j. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
k. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2. Landscape Architect's Action: If necessary, Landscape Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Landscape Architect will notify Contractor through County of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
b. Use product specified if Landscape Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.7 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Landscape Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied,

Landscape Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution offers City a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities City must assume. City's additional responsibilities may include compensation to Landscape Architect for redesign and evaluation services, increased cost of other construction by City, and similar considerations.

b. Requested substitution does not require extensive revisions to the Contract Documents.

c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Requested substitution has the same aesthetically value or play features.
e. Substitution request is fully documented and properly submitted.
f. Requested substitution will not adversely affect Contractor's construction schedule.
g. Requested substitution has received necessary approvals of authorities having jurisdiction.
h. Requested substitution is compatible with other portions of the Work.
i. Requested substitution has been coordinated with other portions of the Work.
j. Requested substitution provides specified warranty.
k. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:

1. General coordination procedures.
2. Coordination drawings.
3. RFIs.
4. Digital project management procedures.
5. Web-based Project management software package.
6. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Requirements:
1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
2. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. BIM: Building Information Modeling.

B. RFI: Request for Information. Request from City, Construction Manager, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within 10 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, and in prominent location inbuilt facility. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Coordination of Multiple Contracts: Each contractor shall cooperate with Project coordinator, who shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its own operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for City and separate contractors if coordination of their Work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and scheduled activities of other contractors and direction of Project coordinator to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.

3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

1.6 REQUEST FOR INFORMATION (RFI)

A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Landscape Architect will return without response those RFIs submitted to Landscape Architect by other entities controlled by Contractor.
2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. City name.
3. City's Project number.
4. Name of Landscape Architect and Construction Manager.
5. Landscape Architect's Project number.
6. Date.
7. Name of Contractor.
8. RFI number, numbered sequentially.
9. RFI subject.
10. Specification Section number and title and related paragraphs, as appropriate.
11. Drawing number and detail references, as appropriate.
12. Field dimensions and conditions, as appropriate.
13. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
14. Contractor's signature.
15. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

    a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Landscape Architect.

1. Attachments shall be electronic files in PDF format.

D. Landscape Architect's and Construction Manager's Action: Landscape Architect and Construction Manager will review each RFI, determine action required, and respond. Allow

seven days for Landscape Architect's response for each RFI. RFIs received by Landscape Architect or Construction Manager after 1:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for approval of Contractor's means and methods.
    d. Requests for coordination information already indicated in the Contract Documents.
    e. Requests for adjustments in the Contract Time or the Contract Sum.
    f. Requests for interpretation of Landscape Architect's actions on submittals.
    g. Incomplete RFIs or inaccurately prepared RFIs.

2. Landscape Architect's action may include a request for additional information, in which case Landscape Architect's time for response will date from time of receipt by Landscape Architect or Construction Manager of additional information.
3. Landscape Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."

    a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Landscape Architect and Construction Manager in writing within 5 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log biweekly. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Landscape Architect and Construction Manager.
4. RFI number, including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Landscape Architect's and Construction Manager's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

F. On receipt of Landscape Architect's and Construction Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Landscape Architect and Construction Manager within seven days if Contractor disagrees with response.

1.7 DIGITAL PROJECT MANAGEMENT PROCEDURES

A. Use of Landscape Architect's Digital Data Files: Digital data files of Landscape Architect's CAD drawings will be provided by Landscape Architect for Contractor's use during construction.

1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project Record Drawings.
2. Landscape Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
3. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to City and Landscape Architect.

    a. Subcontractors and other parties granted access by Contractor to Landscape Architect's digital data files shall execute a data licensing agreement in the form of Agreement acceptable to City and Landscape Architect.

B. Web-Based Project Management Software Package: Use City's web-based Project management software package for purposes of hosting and managing Project communication and documentation until Final Completion.

1. Web-based Project management software includes, at a minimum, the following features:

    a. Compilation of Project data, including Contractor, subcontractors, Landscape Architect, Landscape Architect's consultants, City, and other entities involved in Project. Include names of individuals and contact information.
    b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents.
    c. Document workflow planning, allowing customization of workflow between project entities.
    d. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to, RFIs, submittals, Minor Changes in the Work, Construction Change Directives, and Change Orders.
    e. Track status of each Project communication in real time, and log time and date when responses are provided.
    f. Procedures for handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
    g. Processing and tracking of payment applications.
    h. Processing and tracking of contract modifications.
    i. Creating and distributing meeting minutes.
    j. Document management for Drawings, Specifications, and coordination drawings, including revision control.
    k. Management of construction progress photographs.
    l. Mobile device compatibility, including smartphones and tablets.
2. At completion of Project, provide digital archive in format that is readable by common desktop software applications in format acceptable to City & Landscape Architect. Provide data in locked format to prevent further changes.

C. PDF Document Preparation: Where PDFs are required to be submitted to City or Landscape Architect, prepare as follows:

1. Assemble complete submittal package into a single indexed file, incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.8 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify City and Landscape Architect of scheduled meeting dates and times a minimum of 10 working days prior to meeting.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including City, Construction Manager, and Landscape Architect, within three days of the meeting.

B. Preconstruction Conference: Landscape Architect and City will schedule and conduct a preconstruction conference before starting construction, at a time convenient to City and Landscape Architect, but no later than 10 days after execution of the Agreement.

1. Attendees: Authorized representatives of City, Construction Manager, Landscape Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Tentative construction schedule.
    b. Phasing.
    c. Critical work sequencing and long lead items.
    d. Designation of key personnel and their duties.
    e. Lines of communications.
    f. Use of web-based Project software.
    g. Procedures for processing field decisions and Change Orders.
    h. Procedures for RFIs.
    i. Procedures for testing and inspecting.
    j. Procedures for processing Applications for Payment.
    k. Distribution of the Contract Documents.
    l. Submittal procedures.
    m. Preparation of Record Documents.
    n. Use of the premises and existing building.
    o. Work restrictions.
    p. Working hours.
    q. City's occupancy requirements.
    r. Responsibility for temporary facilities and controls.

s. Procedures for moisture and mold control.
t. Procedures for disruptions and shutdowns.
u. Construction waste management and recycling.
v. Parking availability.
w. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other Sections and when required for coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Landscape Architect, Construction Manager, and City of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

a. Contract Documents.
b. Options.
c. Related RFIs.
d. Related Change Orders.
e. Purchases.
f. Deliveries.
g. Submittals.
h. Review of mockups.
i. Possible conflicts.
j. Compatibility requirements.
k. Time schedules.
l. Weather limitations.
m. Manufacturer's written instructions.
n. Warranty requirements.
o. Compatibility of materials.
p. Acceptability of substrates.
q. Temporary facilities and controls.
r. Space and access limitations.
s. Regulations of authorities having jurisdiction.
t. Testing and inspecting requirements.
u. Installation procedures.
v. Coordination with other work.
w. Required performance results.
x. Protection of adjacent work.
y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.

5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to City and Landscape Architect, but no later than 30 days prior to the scheduled date of Substantial Completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of City, Construction Manager, Landscape Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

    a. Preparation of Record Documents.
    b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    c. Procedures for completing and archiving web-based Project software site data files.
    d. Submittal of written warranties.
    e. Requirements for preparing operations and maintenance data.
    f. Requirements for delivery of material samples, attic stock, and spare parts.
    g. Requirements for demonstration and training.
    h. Preparation of Contractor's punch list.
    i. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
    j. Submittal procedures.
    k. Coordination of separate contracts.
    l. City's partial occupancy requirements.
    m. Installation of City's furniture, fixtures, and equipment.
    n. Responsibility for removing temporary facilities and controls.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

E. Progress Meetings: Conduct progress meetings at biweekly intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of City, Construction Manager, and Landscape Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Resolution of BIM component conflicts.
4) Status of submittals.
5) Status of sustainable design documentation.
6) Deliveries.
7) Off-site fabrication.
8) Access.
9) Site use.
10) Temporary facilities and controls.
11) Progress cleaning.
12) Quality and work standards.
13) Status of correction of deficient items.
14) Field observations.
15) Status of RFIs.
16) Status of Proposal Requests.
17) Pending changes.
18) Status of Change Orders.
19) Pending claims and disputes.
20) Documentation of information for payment requests.

4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

F. Coordination Meetings: Conduct project coordination meetings at biweekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Attendees: In addition to representatives of City, Construction Manager, and Landscape Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
c. Review present and future needs of each contractor present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Resolution of BIM component conflicts.
4) Status of submittals.
5) Deliveries.
6) Off-site fabrication.
7) Access.
8) Site use.
9) Temporary facilities and controls.
10) Work hours.
11) Hazards and risks.
12) Progress cleaning.
13) Quality and work standards.
14) Status of RFIs.
15) Proposal Requests.
16) Change Orders.
17) Pending changes.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Startup construction schedule.
2. Contractor's Construction Schedule.
3. Construction schedule updating reports.
4. Daily construction reports.
5. Material location reports.
6. Site condition reports.
7. Unusual event reports.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Cost Loading: The allocation of the schedule of values for completing an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum.

C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine the critical path of Project and when activities can be performed.

D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.

1. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
2. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Resource Loading: The allocation of manpower and equipment necessary for completing an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. Working electronic copy of schedule file.
2. PDF file.
3. **Two** paper copies, of sufficient size to display entire period or schedule, as required.

B. Startup construction schedule.

1. Submittal of cost-loaded startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.

C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.

E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
3. Total Float Report: List of activities sorted in ascending order of total float.
4. Earnings Report: Compilation of Contractor's total earnings from **commencement of the Work** until most recent Application for Payment.

F. Construction Schedule Updating Reports: Submit with Applications for Payment.

G. Daily Construction Reports: Submit at **weekly** intervals.

H. Material Location Reports: Submit at **monthly** intervals.

I. Site Condition Reports: Submit at time of discovery of differing conditions.

J. Unusual Event Reports: Submit at time of unusual event.

K. Qualification Data: For scheduling consultant.

1.5 QUALITY ASSURANCE

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Landscape Architect's request.

B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's Construction Schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including **phasing**, **work stages**, **area separations, interim milestones**, **and**, **partial Owner occupancy**.
4. Review delivery dates for City-furnished products.
5. Review schedule for work of City's separate contracts.
6. Review submittal requirements and procedures.
7. Review time required for review of submittals and resubmittals.
8. Review requirements for tests and inspections by independent testing and inspecting agencies.
9. Review time required for Project closeout and City startup procedures **including commissioning activities**.
10. Review and finalize list of construction activities to be included in schedule.
11. Review procedures for updating schedule.

1.6 COORDINATION

A. Coordinate Contractor's Construction Schedule with the schedule of values, **list of subcontracts,** submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities, and schedule them in proper sequence.

1.7 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

1. Use scheduling component of project management software package specified by City.

B. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting, using CPM scheduling.

1. In-House Option: City may waive requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.

C. Time Frame: Extend schedule from date established for **commencement of the work**.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

D. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than **20** days, unless specifically allowed by City or Landscape Architect.
2. Temporary Facilities: Indicate start and completion dates for the following as applicable:

    a. Securing of approvals and permits required for performance of the Work.
    b. Temporary facilities.
    c. Construction of mock-ups, prototypes and samples.
    d. City interfaces and furnishing of items.
    e. Interfaces with Separate Contracts.
    f. Regulatory agency approvals.
    g. Punch list.

3. Procurement Activities: Include procurement process activities for the long lead-time items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

4. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
5. Startup and Testing Time: Include no fewer than **15** days for startup and testing.
6. Commissioning Time: Include no fewer than **15** days for commissioning.
7. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Landscape Architect's **and Construction Manager's** administrative procedures necessary for certification of Substantial Completion.
8. Punch List and Final Completion: Include not more than **30** days for completion of punch list items and Final Completion.

E. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work under More Than One Contract: Include a separate activity for each contract.

3. Work by City: Include a separate activity for each portion of the Work performed by City.
4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
5. City-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
6. Work Restrictions: Show the effect of the following items on the schedule:

    a. Coordination with existing construction.
    b. Limitations of continued occupancies.
    c. Uninterruptible services.
    d. Partial occupancy before Substantial Completion.
    e. Use-of-premises restrictions.
    f. Provisions for future construction.
    g. Seasonal variations.
    h. Environmental control.

7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

    a. Subcontract awards.
    b. Submittals.
    c. Purchases.
    d. Mockups.
    e. Fabrication.
    f. Sample testing.
    g. Deliveries.
    h. Installation.
    i. Tests and inspections.
    j. Adjusting.
    k. Curing.
    l. Building flush-out.
    m. Startup and placement into final use and operation.
    n. Commissioning.

8. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:

    a. Structural completion.
    b. Temporary enclosure and space conditioning.
    c. Permanent space enclosure.
    d. Completion of mechanical installation.
    e. Completion of electrical installation.
    f. Substantial Completion.

F. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

G. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.

1. See Section 012900 "Payment Procedures" for cost reporting and payment procedures.

H. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.
5. Pending modifications affecting the Work and the Contract Time.

I. Contractor's Construction Schedule Updating: At **monthly** intervals, update schedule to reflect actual construction progress and activities. Issue schedule **one week** before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate Final Completion percentage for each activity.

J. Recovery Schedule: When periodic update indicates the Work is **14** or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.

K. Distribution: Distribute copies of approved schedule to Landscape Architect or **Construction Manager,** City, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.8 STARTUP CONSTRUCTION SCHEDULE

A. Gantt-Chart Schedule: Submit startup, horizontal, Gantt-chart-type construction schedule within **seven** days of date established for **commencement of the Work**.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first **90** days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

1.9 GANTT-CHART SCHEDULE REQUIREMENTS

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within **30** days of date established for **commencement of the Work**.

1. Base schedule on the startup construction schedule and additional information received since the start of Project.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in **10** percent increments within time bar.

1.10 CPM SCHEDULE REQUIREMENTS

A. Prepare network diagrams using AON (activity-on-node) format.

B. Startup Network Diagram: Submit diagram within **14** days of date established for **commencement of the Work**. Outline significant construction activities for the first **90** days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

C. CPM Schedule: Prepare Contractor's Construction Schedule using a **cost- and resource-loaded** time-scaled CPM network analysis diagram for the Work.

1. Develop network diagram in sufficient time to submit CPM schedule, so it can be accepted for use no later than **60** days after date established for **commencement of the work**.

a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates.

2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule to coordinate with the Contract Time.

D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

a. Preparation and processing of submittals.
b. Mobilization and demobilization.
c. Purchase of materials.
d. Delivery.
e. Fabrication.
f. Utility interruptions.
g. Installation.
h. Work by City that may affect or be affected by Contractor's activities.
i. Testing and inspection.
j. Commissioning.
k. Punch list and Final Completion.
l. Activities occurring following Final Completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

    a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

5. Cost- and Resource-Loading of CPM Schedule: Assign cost to construction activities on the CPM schedule. Do not assign costs to submittal activities. Obtain Landscape Architect's approval prior to assigning costs to fabrication and delivery activities. Assign costs under main subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project record documents, **sustainable design documentation,** and demonstration and training (if applicable), in the amount of **5** percent of the Contract Sum.

    a. Each activity cost shall reflect an appropriate value subject to approval by Landscape Architect.
    b. Total cost assigned to activities shall equal the total Contract Sum.

E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall Project schedule.

F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Main events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.

7. Activity duration in workdays.
8. Total float or slack time.
9. Average size of workforce.
10. Dollar value of activity (coordinated with the schedule of values).

G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

H. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.

1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.

    a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
    b. Submit value summary printouts **one week** before each regularly scheduled progress meeting.

1.11 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Testing and inspection.
8. Accidents.
9. Meetings and significant decisions.
10. Unusual events.
11. Stoppages, delays, shortages, and losses.
12. Meter readings and similar recordings.

13. Emergency procedures.
14. Orders and requests of authorities having jurisdiction.
15. Change Orders received and implemented.
16. **Construction** w**ork** Change Directives received and implemented.
17. Services connected and disconnected.
18. Equipment or system tests and startups.
19. Partial completions and occupancies.
20. Substantial Completions authorized.

B. Material Location Reports: At **monthly** intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:

1. Material stored prior to previous report and remaining in storage.
2. Material stored prior to previous report and since removed from storage and installed.
3. Material stored following previous report and remaining in storage.

C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

D. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise City in advance when these events are known or predictable.

1. Submit unusual event reports directly to City within **one** day of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.
2. Concealed Work photographs.
3. Periodic construction photographs.
4. Final Completion construction photographs.
5. Preconstruction video recordings.
6. Periodic construction video recordings.
7. Construction webcam.

B. Related Requirements:

1. Section 017700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.
2. Section 024119 "Selective Demolition" for photographic documentation before selective demolition operations commence.
3. Section 311000 "Site Clearing" for photographic documentation before site clearing operations commence.

1.3 INFORMATIONAL SUBMITTALS

A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph and video recording. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.

B. Digital Photographs: Submit image files within three days of taking photographs.

1. Submit photos by uploading to web-based Project management software site. Include copy of key plan indicating each photograph's location and direction.
2. Identification: Provide the following information with each image description in web-based Project management software site:

a. Name of Project.
b. Name and contact information for photographer.
c. Name of Landscape Architect and Construction Manager.
d. Name of Contractor.

e. Date photograph was taken.
f. Description of location, vantage point, and direction.
g. Unique sequential identifier keyed to accompanying key plan.

C. Printed Photographs: Submit two sets of prints of each photographic view within seven days of taking photographs.

1. Format: 8-by-10-inch smooth-surface matte prints on single-weight, paper; enclosed back-to-back in clear plastic sleeves punched for three-ring binder. Include copy of key plan indicating each photograph's location and direction. Provide one binder for each set of prints.
2. Identification: On back of each print, label with the following information:

a. Name of Project.
b. Name and contact information for photographer.
c. Name of Landscape Architect and Construction Manager.
d. Name of Contractor.
e. Date photograph was taken if not date stamped by camera.
f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
g. Unique sequential identifier keyed to accompanying key plan.

D. Video Recordings: Submit video recordings within seven days of recording.

1. Submit video recordings by uploading to web-based Project management software site. Include copy of key plan indicating each video's location and direction.
2. Identification: With each submittal, provide the following information on web-based Project management software site:

a. Name of Project.
b. Name and address of photographer.
c. Name of Landscape Architect and Construction Manager.
d. Name of Contractor.
e. Date video recording was recorded.
f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

3. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in three-ring binders. Provide label on front and spine. Include a cover sheet with label information. Include name of Project and date of video recording on each page.

E. Time-Lapse Video: Submit time-lapse sequence video recordings within 7 days of recording.

1. Submit time-lapse sequence video recordings monthly by uploading to web-based Project management software site.
2. Identification: For each recording, provide the following information on web-based Project management software site:

a. Name of Project.
b. Name and contact information for photographer.
c. Name of Landscape Architect and Construction Manager.

d. Name of Contractor.
e. Date(s) and time(s) video recording was recorded.
f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

1.4 QUALITY ASSURANCE

A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

B. Construction Webcam Service Provider: A firm specializing in providing photographic equipment, web-based software, and related services for construction projects, with a record of providing satisfactory services similar to those required for Project.

1.5 FORMATS AND MEDIA

A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels, and with vibration-reduction technology. Use flash in low light levels or backlit conditions.

B. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of 12 megapixels and capable of recording in full high-definition model with vibration-reduction technology. Provide supplemental lighting in low light levels or backlit conditions.

C. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

D. Metadata: Record accurate date and time and GPS location data from camera.

E. File Names: Name media files with date, Project area, and sequential numbering suffix.

1.6 CONSTRUCTION PHOTOGRAPHS

A. Photographer: Engage a qualified photographer to take construction photographs.

B. General: Take photographs with maximum depth of field and in focus.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

C. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Construction Manager.

1. Flag excavation areas & construction limits before taking construction photographs.
2. Take 50 photographs to show existing conditions adjacent to property before starting the Work.

3. Take 20 photographs of existing buildings either on or adjoining property, to accurately record physical conditions at start of construction.
4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

D. Concealed Work Photographs: Before proceeding with installing work that will conceal other work, take photographs sufficient in number, with annotated descriptions, to record nature and location of concealed Work, including, but not limited to, the following:

1. Underground utilities.
2. Under slab services.
3. Piping.
4. Electrical conduit.
5. Waterproofing and weather-resistant barriers.

E. Periodic Construction Photographs: Take 50 photographs weekly coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

F. Time-Lapse Sequence Construction Photographs: Take 20 photographs as indicated by the Construction Manager, to show status of construction and progress since last photographs were taken.

1. Frequency: Take photographs monthly, on the same date each month.
2. Vantage Points: Following suggestions by Construction Manager and Contractor, photographer shall select vantage points. During each of the following construction phases, take not less than two of the required shots from same vantage point each time, to create a time-lapse sequence as follows:

    a. Commencement of the Work, through completion of subgrade construction.
    b. Above-grade structural framing.
    c. Exterior building enclosure.
    d. Interior Work, through date of Substantial Completion.

G. Final Completion Construction Photographs: Take 100 photographs after date of Substantial Completion for submission as Project Record Documents. Construction Manager will inform photographer of desired vantage points.

H. Additional Photographs: Construction Manager may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.

1. Three days' notice will be given, where feasible.
2. In emergency situations, take additional photographs within 24 hours of request.
3. Circumstances that could require additional photographs include, but are not limited to, the following:

    a. Special events planned at Project site.
    b. Immediate follow-up when on-site events result in construction damage or losses.

c. Photographs shall be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
d. Substantial Completion of a major phase or component of the Work.
e. Extra record photographs at time of final acceptance.
f. City's request for special publicity photographs.

1.7 CONSTRUCTION VIDEO RECORDINGS

A. Video Recording Photographer: Engage a qualified videographer to record construction video recordings.

B. Narration: Describe scenes on video recording by [audio narration by microphone while video recording is recorded. Include description of items being viewed, recent events, and planned activities. At each change in location, describe vantage point, location, direction (by compass point), and elevation or story of construction.

1. Confirm date and time at beginning and end of recording.
2. Begin each video recording with name of Project, Contractor's name, videographer's name, and Project location.

C. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from video recording opposite the corresponding narration segment.

D. Preconstruction Video Recording: Before starting excavation, demolition, construction, record video recording of Project site and surrounding properties from different vantage points, as directed by Construction Manager.

1. Flag excavation areas & construction limits before recording construction video recordings.
2. Show existing conditions adjacent to Project site before starting the Work.
3. Show existing buildings either on or adjoining Project site to accurately record physical conditions at the start of excavation, demolition, & construction.
4. Show protection efforts by Contractor.

E. Periodic Construction Video Recordings: Record video recording monthly, coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last video recordings were recorded. Minimum recording time shall be 30 minutes(s).

F. Time-Lapse Sequence Construction Video Recordings: Record video recording to show status of construction and progress.

1. Frequency: During each of the following construction phases, set up video recorder to automatically record one frame of video recording every five minutes, from same vantage point each time, to create a time-lapse sequence of 30 minutes in length as follows:

a. Commencement of the Work, through completion of subgrade construction.
b. Above-grade structural framing.
c. Exterior building enclosure.

2. Timer: Provide timer to automatically start and stop video recorder, so recording occurs only during daylight construction work hours.
3. Vantage Points: Following suggestions by Construction Manager and Contractor, photographer shall select vantage points.

1.8 CONSTRUCTION WEBCAM

A. Webcam: Provide two fixed-location camera(s) with weatherproof housing, mounted to provide unobstructed view of construction site from location approved by Landscape Architect, with the following characteristics:

1. Remotely controllable view with mouse-click user navigation for horizontal pan, vertical tile, and optical zoom of 500 percent minimum.
2. Capable of producing minimum 12 megapixel images.
3. Provide pole mount power supply, active high-speed data connection to service provider's network, and static public IP address for each camera.

B. Live Streaming Images: Provide web-accessible image of current site image, updated at 15-minute intervals when construction is underway.

C. Web-Based Interface: Provide online interface to allow viewing of each high-definition digital still image captured and stored during construction, from the Internet.

1. Access Control: Provide password-protected access for Project team administered by Contractor, providing current image access and archival image access by date and time, with images downloadable to viewer's device.
2. Software: Provide responsive software interface for use on computer, tablet, and mobile screens with accompanying iPhone/iPad app and Android apps.
3. Storage: Maintain images on the website for reference during entire construction period, and for not less than 30 days after Final Completion. Provide sufficient memory on remote server to store all Project images.
4. Online Interface: Provide website interface with Project and client information and logos, calendar-based navigation interface for selecting images, and pan and zoom capability within high-definition images.
5. Forward and Reverse: Provide capability to browse through images, moving forward and backward in time by individual image and by day.
6. Slideshow: Provide capability to automatically display current images from sites when there are three or more cameras used.
7. Time-Lapse: Provide capability for online display of project time-lapse.
8. Dashboard: Provide capability to view thumbnails of all cameras on one screen.
9. Weather: Provide corresponding weather data for each image captured.
10. Provide public viewer open access to most recent Project camera image.

D. Maintain cameras and web-based access in good working order, according to web-based construction photographic documentation service provider's written instructions until Final Completion. Provide for service of cameras and related networking devices and software.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013233

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

B. Related Requirements:
1. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
3. Section 013233 "Photographic Documentation" for submitting preconstruction photographs, periodic construction photographs, and Final Completion construction photographs.
4. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
5. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Landscape Architect's and City’s responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Landscape Architect's and City’s responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.4 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Landscape

Architect and City and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.

    a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal Category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for City's final release or approval.
    g. Scheduled dates for purchasing.
    h. Scheduled date of fabrication.
    i. Scheduled dates for installation.
    j. Activity or event number.

1.5 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Landscape Architect.
4. Name of Construction Manager.
5. Name of City.
6. Name of Contractor.
7. Name of firm or entity that prepared submittal.
8. Names of subcontractor, manufacturer, and supplier.
9. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
10. Category and type of submittal.
11. Submittal purpose and description.
12. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
13. Drawing number and detail references, as appropriate.
14. Indication of full or partial submittal.
15. Location(s) where product is to be installed, as appropriate.
16. Other necessary identification.

17. Remarks.
18. Signature of transmitter.

B. Options: Identify options requiring selection by Landscape Architect.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Landscape Architect and City on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. Paper Submittals:

1. Place a permanent label or title block on each submittal item for identification; include name of firm or entity that prepared submittal.
2. Provide a space approximately 4 by 6 inches on label or beside title block to record Contractor's review and approval markings and action taken by Landscape Architect and/or City.
3. Action Submittals: Submit two paper copies of each submittal unless otherwise indicated. Landscape Architect, through City, will return one copy. Electronic submittals will be accepted in a PDF format and must be separated into each individual submittal number.
4. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Landscape Architect and City will not return copies.
5. Additional Copies: Unless additional copies are required for final submittal, and unless Landscape Architect or City observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
6. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using transmittal form.

E. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.6 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Email: Prepare submittals as PDF package and transmit to Landscape Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Landscape Architect.

    a. Landscape Architect, through City, will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
2. Paper: Prepare submittals in paper form and deliver to Landscape Architect.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Landscape Architect and City reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on City's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Landscape Architect and/or City will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 10 days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals by Landscape Architect's consultants, City, or other parties is indicated, allow 21 days for initial review of each submittal.

5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Landscape Architect and to Landscape Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to City, through Landscape Architect, before being returned to Contractor.

    a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Landscape Architect and City.

D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Landscape Architect's and/or City's action stamp.

E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Landscape Architect's and City's action stamp.

1.7 SUBMITTAL REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

    a. Wiring diagrams that show factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.
    d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

    a. Identification of products.
    b. Schedules.
    c. Compliance with specified standards.
    d. Notation of coordination requirements.
    e. Notation of dimensions established by field measurement.
    f. Relationship and attachment to adjoining construction clearly indicated.
    g. Seal and signature of professional engineer if specified.

2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 24 by 36 inches.

    a. Two opaque (bond) copies of each submittal. Landscape Architect, through City, will return one copy.

C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.

1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
2. Identification: Permanently attach label on unexposed side of Samples that includes the following:

    a. Project name and submittal number.
    b. Generic description of Sample.
    c. Product name and name of manufacturer.
    d. Sample source.
    e. Number and title of applicable Specification Section.
    f. Specification paragraph number and generic name of each item.

3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.
4. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
5. Paper Transmittal: Include paper transmittal, including complete submittal information indicated.
6. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

    a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    b. Samples not incorporated into the Work, or otherwise designated as City's property, are the property of Contractor.

7. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.

    a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Landscape Architect, through City, will return submittal with options selected.

8. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

    a. Number of Samples: Submit 2 sets of Samples. Landscape Architect and City will retain 1 Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.

1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least 2 sets of paired units that show approximate limits of variations.

D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Landscape Architects and City's, and other information specified.

F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests

performed before installation of product. Include written recommendations for substrate preparation and primers required.

2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

    a. Name of evaluation organization.
    b. Date of evaluation.
    c. Time period when report is in effect.
    d. Product and manufacturers' names.
    e. Description of product.
    f. Test procedures and results.
    g. Limitations of use.

1.8 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Landscape Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file copy of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.9 CONTRACTOR'S REVIEW

A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Landscape Architect and City.

B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1. Landscape Architect and City will not review submittals received from Contractor that do not have Contractor's review and approval.

1.10 LANDSCAPE ARCHITECT'S AND CITY'S REVIEW

A. Action Submittals: Landscape Architect and/or City will review each submittal, indicate corrections or revisions required**,** and return date.

1. PDF or Paper Submittals: Landscape Architect and City will indicate, via markup on each submittal, the appropriate action.

a. No exceptions Taken: Contractor is advised that fabrication, manufacture, or construction may proceed, providing it complies with contract documents.

b. Make Corrections Noted: Contractor is advised that fabrication, manufacture, or construction may proceed, providing it complies with Landscape Architect's notations and contract documents.

c. Amend and Resubmit or Rejected-see Remarks: Contractor is advised that no work shall be fabricated, manufactured, or constructed. Contractor shall make a new submittal.

B. Informational Submittals: Landscape Architect and City will review each submittal and will not return it, or will return it if it does not comply with requirements. Landscape Architect and City will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Landscape Architect and/or City.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Landscape Architect and City will return without review submittals received from sources other than Contractor.

F. Submittals not required by the Contract Documents will be returned by Landscape Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 USE CHARGES

A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to City's construction forces, Landscape Architect, occupants of Project, testing agencies, and authorities having jurisdiction.

B. Sewer Service: Pay sewer-service use charges for sewer usage by all entities for construction operations.

C. Water Service: Pay water-service use charges for water used by all entities for construction operations.

D. Electric Power Service: Pay electric-power-service use charges for electricity used by all entities for construction operations.

E. Water and Sewer Service from Existing System: Water from City's existing water system is available for use with metering. Provide connections and extensions of services and metering as required for construction operations.

F. Electric Power Service from Existing System: Electric power from City's existing system is available for use with metering. Provide connections and extensions of services and metering as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.

B. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.

C. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.

D. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

E. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold. Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.

1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and requirements for replacing water-damaged Work.
2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
3. Indicate methods to be used to avoid trapping water in finished work.

F. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:

1. Locations of dust-control partitions at each phase of work.
2. HVAC system isolation schematic drawing.
3. Location of proposed air-filtration system discharge.
4. Waste-handling procedures.
5. Other dust-control measures.

G. Noise and Vibration Control Plan: Identify construction activities that may impact the occupancy and use of existing spaces within the building or adjacent existing buildings, whether occupied by others, or occupied by the City. Include the following:

1. Methods used to meet the goals and requirements of the City.
2. Concrete cutting method(s) to be used.
3. Location of construction devices on the site.
4. Show compliance with the use and maintenance of quieted construction devices for the duration of the Project.
5. Indicate activities that may disturb building occupants and that are planned to be performed during non-standard working hours as coordinated with the City.

1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

C. Accessible Temporary Egress: Comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines.

1.6 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before City's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts and frames.

B. Fencing Windscreen Privacy Screen: Polyester fabric scrim with grommets for attachment to chain-link fence, sized to height of fence, in color selected by Landscape Architect from manufacturer's standard colors.

C. Dust-Control Adhesive-Surface Walk-Off Mats: Provide mats, minimum 36 by 60 inches.

D. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

2.2 TEMPORARY FACILITIES

A. Field Offices: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from building.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as City's property.

3.2 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, City, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.

C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

D. Water Service: Connect to City's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to City. At Substantial Completion, restore these facilities to condition existing before initial use.

E. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of

authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

F. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.

G. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

1. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
2. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

H. Electric Power Service: Connect to City's existing electric power service. Maintain equipment in a condition acceptable to City.

I. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

1. Install electric power service overhead unless otherwise indicated.
2. Connect temporary service to City's existing power source, as directed by City.

J. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

K. Telephone Service: Provide telephone number on-site at all times and in common-use facilities for use by all construction personnel. At a minimum of one location on-site, post a list of important telephone numbers.

a. Police and fire departments.
b. Ambulance service.
c. Contractor's home office.
d. Contractor's emergency after-hours telephone number.
e. Landscape Architect's office.
f. Engineers' offices.
g. City's office.
h. Principal subcontractors' field and home offices.

3.4 SUPPORT FACILITIES INSTALLATION

A. Comply with the following:

1. Provide construction for temporary field offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible in accordance with ASTM E136. Comply with NFPA 241.
2. Utilize designated area within existing building for temporary field offices.
3. Maintain support facilities until Landscape Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to City.

B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations.

1. Provide dust-control treatment that is nonpolluting and non-tracking. Reapply treatment as required to minimize dust.

C. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain, including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

D. Parking: Use designated areas of City's existing parking areas for construction personnel.

E. Storage and Staging: Use designated areas of Project site for storage and staging needs.

F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

G. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Identification Signs: Provide Project identification signs as indicated on Drawings.
2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

    a. Provide temporary, directional signs for construction personnel and visitors.

3. Maintain and touch up signs, so they are legible at all times.

H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property City to access property for that purpose.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

C. Temporary Erosion and Sedimentation Control: Comply with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements specified in Section 311000 "Site Clearing."

D. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to temporary erosion and sedimentation-control Drawings.

1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
4. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

E. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

F. Tree and Plant Protection: Comply with requirements specified in Section 015639 "Temporary Tree and Plant Protection."

G. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

H. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals, so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.

I. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.

1. Extent of Fence: As indicated on Drawings.
2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to City.

J. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.

K. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

L. Temporary Egress: Provide temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Provide signage directing occupants to temporary egress.

3.6 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. City reserves right to take possession of Project identification signs.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for temporary site fencing.
2. Section 311000 "Site Clearing" for removing existing trees and shrubs.

1.3 DEFINITIONS

A. Caliper: Diameter of a trunk measured by a diameter tape at a height 6 inches above the ground for trees up to and including 4-inch size at this height and as measured at a height of 12 inches above the ground for trees larger than 4-inch size.

B. Caliper (DBH): Diameter breast height; as described in The Guide for Plant Appraisal 9th edition, by the Council of Tree 7 Landscape Appraisers and the International Society of Arboriculture, Champaign, Illinois.

C. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.

D. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings.

E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings:

1. Include plans, elevations, sections, and locations of protection-zone fencing and signage, showing relation of equipment-movement routes and material storage locations with protection zones.

2. Detail fabrication and assembly of protection-zone fencing and signage.
3. Indicate extent of trenching by hand or with air spade within protection zones.

C. Samples: For each type of the following:

1. Organic Mulch: 1-pint volume of organic mulch; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch.
2. Protection-Zone Fencing: Assembled Samples of manufacturer's standard size made from full-size components.
3. Protection-Zone Signage: Full-size Samples of each size and text, ready for installation.

D. Tree Protection Plan: Submit a tree protection and fence plan for approval. The plan shall show:
   a. All existing within the project site and trees with driplines extending into the project. Each Tree shall be assigned a tree identification number.
   b. Protective fencing locations and extents.
   c. All existing trees to be demolished.

E. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.

1. Species and size of tree.
2. Location on site plan. Include unique identifier for each.
3. Reason for pruning.
4. Description of pruning to be performed.
5. Description of maintenance following pruning.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For arborist and tree service firm.

B. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.

C. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.

D. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.

1. Use sufficiently detailed photographs or video recordings.
2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

E. Arborist Reports: From arborist, stating conditions on site during each visit. Report shall include the area of construction activity, I.D. number of tree/trees within activity zone, protection methods used, photographs of construction and any corrective measures taken by the arborist.

1.6 QUALITY ASSURANCE

A. Arborist Qualifications: Certified Arborist as certified by ISA Licensed arborist in jurisdiction where Project is located.

B. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of the Work.

C. Quality-Control Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work without damaging trees and plantings. Include dimensioned diagrams for placement of protection zone fencing and signage, the arborist's and tree-service firm's responsibilities, instructions given to workers on the use and care of protection zones, and enforcement of requirements for protection zones.

D. Guarantee: Contractor is responsible for the health of existing trees designated for protection for three years. The guarantee period is measured from the start of construction. Trees with declining health due to construction activities will be replaced per the tree replacement section of these specifications.

E. Preinstallation Conference: Conduct conference at Project site.
   1. Review methods and procedures related to temporary tree and plant protection including, but not limited to, the following:
      a. Construction schedule. Verify availability of materials, personnel, and equipment needed to make progress and avoid delays.
      b. Enforcing requirements for protection zones.
      c. Arborist’s responsibilities.
      d. Quality-control program.
      e. Coordination of Work and equipment movement with the locations of protection zones.
      f. Trenching by hand or with air spade within protection zones.
      g. Field quality control.

1.7 PROJECT CONDITIONS

A. The following practices are prohibited within protection zones:

   1. Storage of construction materials, debris, or excavated material.
   2. Construction Activities.
   3. Moving or parking vehicles or equipment.
   4. Foot traffic.
   5. Erection of sheds or structures.
   6. Impoundment of water.
   7. Excavation, digging, trenching, tilling grading or soil disturbance unless otherwise indicated.
   8. Addition, removal, or storage of soil.
   9. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
   10. Mechanical damage to tree trunks, roots or branches.

11. Burning of construction materials or cement wash out.

B. Do not direct vehicle or equipment exhaust toward protection zones.

C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Backfill Soil: Stockpiled soil from location shown on Drawings of suitable moisture content and granular texture for placing around tree; free of stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.

1. Mixture: Well-blended mix of two parts stockpiled soil to one part planting soil.
2. Planting Soil: Planting soil as specified in Section 329113 "Soil Preparation."

B. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:

1. Type: Ground or shredded bark.
2. Size Range: 2 inches maximum, 1/2 inch minimum.
3. Color: As indicated on Drawings.

C. Protection-Zone Fencing: Fencing fixed in position and meeting one of the following requirements:

1. Temporary Chain-Link Protection-Zone Fencing: Galvanized-steel fencing fabricated from minimum 2-inchopening, 0.148-inch-diameter wire chain-link fabric; with pipe posts, minimum 2-3/8-inch-OD line posts, and 2-7/8-inch-OD corner and pull posts; with 0.177-inch-diameter top tension wire and 0.177-inch-diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.

   a. Height: 72 inches.

2. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inchmaximum opening in pattern and weighing a minimum of 0.4 lb/ft.; remaining flexible from minus 60 to plus 200 deg F; inert to most chemicals and acids; minimum tensile yield strength of 2000 psi and ultimate tensile strength of 2680 psi; secured with plastic bands or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 96 inches apart.

   a. Height: 48 inches.
   b. Color: High-visibility orange, nonfading.

3. Gates: Single- swing access gates matching material and appearance of fencing, to allow for maintenance activities within protection zones; leaf width As indicated.

D. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes pre punched and reinforced; legibly printed with nonfading lettering and as follows:

1. Size and Text: As shown on Drawings.
2. Lettering: 3-inch-high minimum, black characters on white background.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Temporary Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

B. Prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

3.2 PREPARATION

A. Locate and clearly identify trees, shrubs, and other vegetation to remain. Tie a 1-inchblue vinyl tape around each tree trunk at 54 inches above the ground.

B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

C. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated. Do not exceed indicated thickness of mulch.

1. Apply 3-inchuniform thickness of organic mulch unless otherwise indicated. Do not place mulch within 6 inches of tree trunks.
2. Install temporary root protection matting over mulch to the extent indicated.

D. Trunk Protection: Protect the trunk of each tree to remain as follows:

1. Install 2-by-4-inch wood planks around trunk at maximum 3 inches apart. Minimum three planks per tree. Band together with no less than three steel bands stapled to the planks to hold them securely in place. Wrap orange plastic construction fencing to a minimum of three layers outside slats. Fasten wrap with wire.

    a. Height: 12 inches from lowest branch.

2. Wrap trunk with orange plastic construction fencing to 2 inches in thickness. Install 2-by-4-inch wood planks around trunk over wrap at maximum 3 inches apart. Minimum three planks per tree. Band together with no less than three steel bands stapled to the planks to hold them securely in place.

    a. Height: 12 inches from lowest branch.

b. Trunk protection to remain in place no longer than 12 months. If construction exceeds timeframe indicated, inspect trunk protection at 6-month intervals and loosen if necessary.

3.3 PROTECTION ZONES

A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people from easily entering protected areas except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.

B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by County. Install one sign spaced approximately every 35 feet on protection-zone fencing, but no fewer than 2 signs with each facing a different direction.

C. Maintain protection zones free of weeds and trash.

D. Maintain protection-zone fencing and signage in good condition as acceptable to Landscape Architect and remove when construction operations are complete and equipment has been removed from the site.

1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

3.4 EXCAVATION

A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Section 312000 "Earth Moving" unless otherwise indicated.

B. Trenching within Protection Zones: Where utility trenches are required within protection zones, excavate under or around tree roots by hand or with air spade, or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots.
1. Digging done by hand shall conform to the following:
    a. Mechanical digging tools shall have flat edges and be no wider than 4”.
    b. Mechanical tools shall be primarily used for loosening of soil and not removal.
    c. A water or air spade may also be used to excavate trenches with tree protection zone.
    d. Vacuum excavation shall be utilized to remove soil from trenches.
    e. Excavated soil shall be deposited outside of the tree protection zones.

C. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If

encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches back from new construction and as required for root pruning.

D. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

E. Backfill: Backfill of trenches within the tree protection zone shall be performed such that:
   1. Root zones are free from large air cavities.
   2. Soil is moist at all strata levels of trench during backfill operations.
   3. Trench is not compacted greater than original conditions.

3.5 ROOT PRUNING

A. Prune tree roots that are affected by temporary and permanent construction. Prune roots as follows:

   1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
   2. Cut Ends: Coat cut ends of roots more than 1-1/2 inches in diameter with an emulsified asphalt or other coating formulated for use on damaged plant tissues and that is acceptable to arborist.
   3. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
   4. Cover exposed roots with burlap and water regularly.
   5. Backfill as soon as possible according to requirements in Section 312000 "Earth Moving."

B. Root Pruning within Protection Zone: Clear and excavate by hand or with air spade to the depth of the required excavation to minimize damage to tree root systems. If excavating by hand, use narrow-tine spading forks to comb soil to expose roots. Cleanly cut roots as close to excavation as possible.

3.6 CROWN PRUNING

A. Prune branches that are affected by temporary and permanent construction. Prune branches as directed by arborist.

   1. Prune to remove only injured, broken, dying, or dead branches unless otherwise indicated. Do not prune for shape unless otherwise indicated.
   2. Do not remove or reduce living branches to compensate for root loss caused by damaging or cutting root system.
   3. Pruning Standards: Prune trees according to ANSI A300 (Part 1).

      a. Type of Pruning: Cleaning where indicated.
      b. Specialty Pruning: Structural where indicated.

B. Unless otherwise directed by arborist and acceptable to County, do not cut tree leaders.

C. Cut branches with sharp pruning instruments; do not break or chop.

D. Do not paint or apply sealants to wounds.

E. Provide subsequent maintenance pruning during Contract period as recommended by arborist.

F. Chip removed branches and dispose of off-site.

3.7 REGRADING

A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

B. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist unless otherwise indicated.

1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.

C. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

D. Minor Fill within Protection Zone: Where existing grade is six inches or less below elevation of finish grade, fill with backfill soil. Place backfill soil in a single uncompacted layer and hand grade to required finish elevations.

3.8 FIELD QUALITY CONTROL

A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.9 REPAIR AND REPLACEMENT

A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by County.

1. Submit details of proposed pruning and repairs.
2. Perform repairs of damaged trunks, branches, and roots within 24 hours according to arborist's written instructions.

B. Soil Aeration: Where directed by County, aerate surface soil compacted during construction. Aerate 10 feet beyond drip line and no closer than 36 inches to tree trunk.

3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove excess excavated material, displaced trees, trash, and debris and legally dispose of them off County's property.

3.11 COMPENSATION

A. Full compensation for tree protection measures and arborist fees as set forth in these specifications to be included within the contract price.

END OF SECTION 015639

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

B. Related Requirements:
1. Section 013233 "Photographic Documentation" for submitting Final Completion construction photographic documentation.
2. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.3 DEFINITIONS

A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Landscape Architect's use prior to Landscape Architect's inspection, to determine if the Work is substantially complete.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.5 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest-control inspection.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

1.7 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting City unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by City. Label with manufacturer's name and model number.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain City's signature for receipt of submittals.

5. Submit testing, adjusting, and balancing records.
6. Submit sustainable design submittals not previously submitted.
7. Submit changeover information related to City's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise City of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to City. Advise City's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.

5. Instruct City's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
6. Advise City of changeover in utility services.
7. Participate with City in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements.
10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Landscape Architect and City will either proceed with inspection or notify Contractor of unfulfilled requirements. Landscape Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Landscape Architect, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.8 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:

1. Submit a final Application for Payment according to General Provisions.
2. Certified List of Incomplete Items: Submit certified copy of Landscape Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Landscape Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report.
5. Submit Final Completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Landscape Architect and City will either proceed with inspection or notify Contractor of unfulfilled requirements. Landscape Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.9 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
   1. Include the following information at the top of each page:

      a. Project name.
      b. Date.
      c. Name of City.
      d. Name of Landscape Architect.
      e. Name of Contractor.
      f. Page number.

   2. Submit list of incomplete items in the following format:
      a. PDF Electronic File: Landscape Architect, through City, will return annotated file.

1.10 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Landscape Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit City's rights under warranty.

B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by City during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

D. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

   1. Submit on digital media acceptable to City.

E. Warranties in Paper Form:

   1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
   2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
   3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

F. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
f. Sweep concrete floors broom clean in unoccupied areas.
g. Remove labels that are not permanent.
h. Wipe surfaces of site furnishings and play equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
i. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.

D. Construction Waste Disposal: Comply with waste-disposal requirements in Section 015000 "Temporary Facilities and Controls."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations required by Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

END OF SECTION 017700

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record specifications.
3. Record Product Data.
4. Miscellaneous record submittals.

B. Related Requirements:
1. Section 017700 "Closeout Procedures" for general closeout procedures.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set(s) of marked-up record prints.
2. Number of Copies: Submit copies of Record Drawings as follows:

a. Initial Submittal:

1) Submit one paper-copy set(s) of marked-up record prints.
2) Submit PDF electronic files of scanned record prints.
3) Submit Record Digital Data Files and one set(s) of plots.
4) Landscape Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.

b. Final Submittal:

1) Submit one paper-copy set(s) of marked-up record prints.
2) Submit record digital data files and one set(s) of record digital data file plots.
3) Plot each drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and Contract modifications.

C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.

E. Reports: Submit written report indicating items incorporated into Project Record Documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

1.4 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.
e. Cross-reference record prints to corresponding photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Depths of foundations.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping and conduits.
f. Revisions to electrical circuitry.
g. Actual equipment locations.
h. Duct size and routing.
i. Locations of concealed internal utilities.
j. Changes made by Change Order or Construction Change Directive.
k. Changes made following Landscape Architect's written orders.
l. Details not on the original Contract Drawings.
m. Field records for variable and concealed conditions.
n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.

4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Landscape Architect and City. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: Same digital data software program, version, and operating system as for the original Contract Drawings.
2. Format: DWG, Microsoft Windows operating system.
3. Format: Annotated PDF electronic file with comment function enabled.
4. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
5. Refer instances of uncertainty to Landscape Architect through City for resolution.
6. Landscape Architect will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.

    a. See Section 013100 "Project Management and Coordination" for requirements related to use of Landscape Architect's digital data files.

C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:

    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of City.
    e. Name of Landscape Architect.
    f. Name of Contractor.

1.5 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

B. Format: Submit record specifications as annotated PDF electronic file.

1.6 RECORD PRODUCT DATA

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.

B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

C. Format: Submit Record Product Data as annotated PDF electronic file.

1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

1.7 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

1.8 MAINTENANCE OF RECORD DOCUMENTS

A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible

condition, protected from deterioration and loss. Provide access to Project Record Documents for Landscape Architect's and City's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. The Work of this Section Includes:

1. Demolition and removal of selected site elements.

B. Related Requirements:

1. See City of Madera Standard Specification Section 10 Clearing and Grubbing, see City website below: https://www.madera.gov/home/departments/engineering/standard-drawings/
2. Section 015639 "Temporary Tree and Plant Protection" for temporary protection of existing trees and plants that are affected by selective demolition.
3. Section 311000 "Site Clearing" for site clearing and removal of above- and below-grade improvements not part of selective demolition.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of off-site unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to City as indicated.

C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage; prepare for reuse; and reinstall where indicated.

D. Existing to Remain: Existing items of construction that are not to be removed.

1.3 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to City that may be uncovered during demolition remain the property of City.

1. Carefully salvage in a manner to prevent damage and promptly return to City.

1.4 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with City's operations.

1.5 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.
6. Review and finalize protection requirements.
7. Review procedures for noise control and dust control.
8. Review storage, protection, and accounting for items to be removed for salvage or reinstallation.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Statements: For refrigerant recovery technician.

B. Engineering Survey: Submit engineering survey of condition of building.

C. Survey of Existing Conditions: Submit survey.

D. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.

E. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure City's on-site operations are uninterrupted.
2. Temporary interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Use of elevator and stairs.
5. Coordination of City's continuing occupancy of portions of existing building and of City's partial occupancy of completed Work.

F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed in accordance with EPA regulations. Include name and address of technician and date refrigerant was recovered.

G. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.7 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.8 FIELD CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by City as far as practical.

1. Before selective demolition, City will remove items intended for re-use.

B. Notify City of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

C. On-site sale of removed items or materials is not permitted.

1.9 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding.

B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by City. City does not guarantee that existing conditions are same as those indicated in Project Record Documents.

C. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.

1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

D. Steel Tendons: Locate tensioned steel tendons and include recommendations for de-tensioning.

E. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

F. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video. Comply with Section 013233 "Photographic Documentation."

1. Inventory and record the condition of items to be removed for salvage or reinstallation. Photograph or video conditions that might be misconstrued as damage caused by removal.
2. Photograph or video existing conditions of adjoining construction including finish surfaces, that might be misconstrued as damage caused by selective demolition operations or removal of items for salvage or reinstallation.

3.2 PREPARATION

A. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

B. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.
5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."

C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by City, items may be removed to a suitable, protected storage location and reinstalled in their original locations after selective demolition operations are complete.

D. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment in accordance with 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 UTILITY SERVICES AND BUILDING SYSTEMS

A. Existing Services/Systems to Remain: Maintain utilities and building systems and equipment to remain and protect against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utilities and building systems serving areas to be selectively demolished.

1. City will arrange to shut off indicated utilities when requested by Contractor.
2. Arrange to shut off utilities with utility companies.
3. If disconnection of utilities and building systems will affect adjacent occupied parts of the building, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to those parts of the building.
4. Demolish and remove existing building systems, equipment, and components indicated on Drawings to be removed.

    a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    b. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
    c. Equipment to Be Removed: Disconnect and cap services and remove equipment and components.

5. Abandon existing building systems, equipment, and components indicated on Drawings to be abandoned in place.

    a. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
    b. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

6. Remove and reinstall/salvage existing building systems, equipment, and components indicated on drawings to be removed and reinstalled or removed and salvaged:

    a. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment and components; when appropriate, reinstall, reconnect, and make equipment operational.
    b. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and components and deliver to City.

3.4 SALVAGE/REINSTALL

A. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
3. Store items in a secure area until delivery to City.
4. Transport items to City's storage area designated by City.
5. Protect items from damage during transport and storage.

B. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

3.5 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from City and authorities having jurisdiction. Provide

alternate routes around closed or obstructed trafficways if required by authorities having jurisdiction.

2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

C. Work in Historic Areas: Selective demolition may be performed only in areas of Project that are not designated as historic. In historic spaces, areas, and rooms, or on historic surfaces, the terms "demolish" or "remove" to mean historic "removal" or "dismantling" as specified in Section 024296 "Historic Removal and Dismantling."

3.6 REMOVAL AND DISPOSAL OF DEMOLISHED MATERIALS

A. Reference City of Madera Standard Specifications Section 10 Clearing and Grubbing.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.8 SELECTIVE DEMOLITION SCHEDULE

A. Remove: As indicated on Drawings.

B. Remove and Salvage: As indicated on Drawings.

C. Remove and Reinstall: As indicated on Drawings.

D. Existing to Remain: As indicated on Drawings.

END OF SECTION 024119

SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Protecting existing vegetation to remain.
2. Clearing and grubbing.
3. Stripping and stockpiling topsoil.
4. Stripping and stockpiling rock.
5. Removing above- and below-grade site improvements.
6. Temporary erosion and sedimentation control.

B. Related Requirements:

1. See City of Madera Standard Specification Section 10 Clearing and Grubbing, see City website below: https://www.madera.gov/home/departments/engineering/standard-drawings/

2. Section 015000 "Temporary Facilities and Controls" for temporary erosion- and sedimentation-control measures.

1.3 DEFINITIONS

A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.

B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.

C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow.

D. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects larger than 2 inches in diameter; and free of weeds, roots, toxic materials, or other non-soil materials.

E. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.

F. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings.

G. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 MATERIAL OWNERSHIP

A. Except for materials indicated to be stockpiled or otherwise remain City's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.6 INFORMATIONAL SUBMITTALS

A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.

1. Use sufficiently detailed photographs or video recordings.
2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.

B. Topsoil stripping and stockpiling program.

C. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

D. Burning: Documentation of compliance with burning requirements and permitting of authorities having jurisdiction. Identify location(s) and conditions under which burning will be performed.

1.7 QUALITY ASSURANCE

A. Topsoil Stripping and Stockpiling Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work. Include dimensioned diagrams for placement and protection of stockpiles.

1.8 PRESERVATION OF PROPERTY.

A. Reference City of Madera Standard Specifications Section 10 Clearing and Grubbing.

1.9 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from City and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed trafficways if required by City or authorities having jurisdiction.

B. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on City's premises as directed by City.

C. Utility Locator Service: Notify 811 USA North for area where Project is located before site clearing.

D. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.

E. Tree- and Plant-Protection Zones: Protect according to requirements in Section 015639 "Temporary Tree and Plant Protection."

F. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."

1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

B. Antirust Coating: Fast-curing, lead- and chromate-free, self-curing, universal modified-alkyd primer complying with SSPC-Paint 20 or SSPC-Paint 29 zinc-rich coating.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Verify that trees, shrubs, and other vegetation to remain or to be relocated have been flagged and that protection zones have been identified and enclosed according to requirements in Section 015639 "Temporary Tree and Plant Protection."

C. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to City.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.

B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

D. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

A. Protect trees and plants remaining on-site according to requirements in Section 015639 "Temporary Tree and Plant Protection."

B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.4 CLEARING AND GRUBBING

A. Reference City of Madera Standard Specifications Section 10 Clearing and Grubbing.

3.5 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.

B. Strip topsoil to depth in a manner to prevent intermingling with underlying subsoil or other waste materials.

1. Remove subsoil and non-soil materials from topsoil, including clay lumps, gravel, and other objects larger than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.

C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.

1. Limit height of topsoil stockpiles to 72 inches.
2. Do not stockpile topsoil within protection zones.
3. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.
4. Stockpile surplus topsoil to allow for respreading deeper topsoil.

3.6 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.

1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off City’s property.

B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials, and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 311000

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Excavating and filling for rough grading the Site.
2. Preparing subgrades for slabs-on-grade, pavements, turf and grasses, and plants.
3. Drainage course for concrete slabs-on-grade.
4. Subbase course for concrete pavements.
5. Subsurface drainage backfill for trenches.
6. Excavating and backfilling trenches for utilities and pits for buried utility structures.

B. Related Requirements:

1. Section 013200 "Construction Progress Documentation" and Section 013233 "Photographic Documentation" for recording pre-excavation and earth-moving progress.
2. Section 311000 "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
3. Section 329200 "Turf and Grasses" for finish grading in turf and grass areas, including preparing and placing planting soil for turf areas.
4. Section 329300 "Plants" for finish grading in planting areas and tree and shrub pit excavation and planting.

1.3 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.

C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by City. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by City. Unauthorized excavation, as well as remedial work directed by City, shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

I. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

K. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct pre-excavation conference at Project site.

1. Review methods and procedures related to earthmoving, including, but not limited to, the following:

a. Personnel and equipment needed to make progress and avoid delays.
b. Coordination of Work with utility locator service.
c. Coordination of Work and equipment movement with the locations of tree- and plant-protection zones.
d. Extent of trenching by hand or with air spade.
e. Field quality control.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of the following manufactured products required:

1. Controlled low-strength material, including design mixture.

2. Warning tapes.

B. Samples for Verification: For the following products, in sizes indicated below:

1. Warning Tape: 12 inches long; of each color.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.

B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:

1. Classification according to ASTM D2487.
2. Laboratory compaction curve according to ASTM D1557.

C. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth-moving operations. Submit before earth moving begins.

1.7 QUALITY ASSURANCE

A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E329 and ASTM D3740 for testing indicated.

1.8 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from City and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by City or authorities having jurisdiction.

B. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining City's property will be obtained by City before award of Contract.

1. Do not proceed with work on adjoining property until directed by City.

C. Utility Locator Service: Notify "Call Before You Dig" for area where Project is located before beginning earth-moving operations.

D. Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures specified in Section 015000 "Temporary Facilities and Controls" and Section 311000 "Site Clearing" are in place.

E. Do not commence earth-moving operations until plant-protection measures specified in Section 015639 "Temporary Tree and Plant Protection" are in place.

F. The following practices are prohibited within protection zones:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Foot traffic.
4. Erection of sheds or structures.
5. Impoundment of water.
6. Mechanical or equipment excavation or other digging unless otherwise indicated and approved by City.
7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

G. Do not direct vehicle or equipment exhaust towards protection zones.

H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D2487, or a combination of these groups; free of rock or gravel larger than 1 inch in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

1. Liquid Limit: <40.
2. Plasticity Index: <20.

C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D2487, or a combination of these groups.

1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.

F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

H. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and zero to 5 percent passing a No. 8 sieve.

I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and zero to 5 percent passing a No. 4 sieve.

J. Sand: ASTM C33/C33M; fine aggregate.

K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 ACCESSORIES

A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

B. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.

B. Protect and maintain erosion and sedimentation controls during earth-moving operations.

C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXPLOSIVES

A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

B. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by City. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents. Changes in the Contract Time may be authorized for rock excavation.

1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; and soil, boulders, and other materials not classified as rock or unauthorized excavation.

3.5 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.

B. Excavations at Edges of Tree- and Plant-Protection Zones:

1. Excavate by hand or with an air spade to indicated lines, cross sections, elevations, and subgrades. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Cut and protect roots according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.7 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.

1. Clearance: As indicated on Drawings.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. For pipes and conduit less than 6 inches in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions with tamped sand backfill.
3. For flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support conduit on an undisturbed subgrade.
4. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

D. Trench Bottoms: Excavate trenches 4 inches deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.

1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

E. Trenches in Tree- and Plant-Protection Zones:

1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
3. Cut and protect roots according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.8 SUBGRADE INSPECTION

A. Notify City when excavations have reached required subgrade.

B. If City determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

C. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by City, without additional compensation.

3.9 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by City.

1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by City.

3.10 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.11 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for Record Documents.
3. Testing and inspecting underground utilities.
4. Removing concrete formwork.
5. Removing trash and debris.
6. Removing temporary shoring, bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.12 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.

B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. Trenches under Footings: Backfill trenches excavated under footings and within 12 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Section 033000 "Cast-in-Place Concrete."

D. Backfill voids with satisfactory soil while removing shoring and bracing.

E. Initial Backfill:

1. Soil Backfill: Place and compact initial backfill of subbase material or satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.

    a. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

2. Controlled Low-Strength Material: Place initial backfill of controlled low-strength material to a height of 12 inches over the pipe or conduit. Coordinate backfilling with utilities testing.

F. Final Backfill:

1. Soil Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.
2. Controlled Low-Strength Material: Place final backfill of controlled low-strength material to final subgrade elevation.

G. Warning Tape: Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.13 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use satisfactory soil material.
3. Under building slabs, use engineered fill.

C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.14 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.15 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.

C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D698:

1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
4. For utility trenches, compact each layer of initial and final backfill soil material at 90 percent.

3.16 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:

1. Turf or Unpaved Areas: Plus or minus 1 inch.
2. Walks: Plus or minus 1 inch.
3. Pavements: Plus or minus 1/2 inch.

C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.17 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.

B. Shape subbase course and base course to required crown elevations and cross-slope grades.

C. Place subbase course and base course 6 inches or less in compacted thickness in a single layer.

D. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D1557.

3.18 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

A. Place drainage course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:

1. Install subdrainage geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
2. Place drainage course 6 inches or less in compacted thickness in a single layer.
3. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
4. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D698.

3.19 FIELD QUALITY CONTROL

A. Special Inspections: City will engage a qualified special inspector to perform the following special inspections:

1. Determine prior to placement of fill that site has been prepared in compliance with requirements.

2. Determine that fill material classification and maximum lift thickness comply with requirements.
3. Determine, during placement and compaction, that in-place density of compacted fill complies with requirements.

B. Testing Agency: City will engage a qualified geotechnical engineering testing agency to perform tests and inspections.

C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.

D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by City.

E. Testing agency will test compaction of soils in place according to ASTM D1556, ASTM D2167, ASTM D2937, and ASTM D6938, as applicable. Tests will be performed at the following locations and frequencies:
1. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 50 feet or less of trench length but no fewer than two tests.

F. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.20 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by City; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.21 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off City's property.

B. Transport surplus satisfactory soil to designated storage areas on City's property. Stockpile or spread soil as directed by City.

1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off City's property.

END OF SECTION 312000

SECTION 321216 - ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Hot-mix asphalt paving.
2. Hot-mix asphalt overlay.
3. Aggregate subbases.
4. Aggregate bases.

B. Related Requirements:

1. See City of Madera Standard Specification Section 13 Asphalt Concrete Pavement. For current City of Madera Specifications, see City website below: https://www.madera.gov/home/departments/engineering/standard-drawings/
2. Section 024119 “Selective Demolition” for demolition and removal of existing asphalt pavement.
3. Section 312000 "Earth Moving" for subgrade preparation, fill material, separation geotextiles, unbound-aggregate subbase and base courses, and aggregate pavement shoulders.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:

a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
b. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.

1.4 ACTION SUBMITTALS

A. Product Data: Include technical data and tested physical and performance properties.

1. Herbicide.
2. Paving geotextile.

3. Joint sealant.

B. Hot-Mix Asphalt Designs:

1. Certification, by authorities having jurisdiction, of approval of each hot-mix asphalt design proposed for the Work.
2. For each hot-mix asphalt design proposed for the Work.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For paving-mix manufacturer and testing agency.

B. Material Certificates:

1. Aggregates.
2. Asphalt binder.
3. Asphalt cement.
4. Cutback prime coat.
5. Emulsified asphalt prime coat.
6. Tack coat.
7. Fog seal.
8. Undersealing asphalt.

C. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by authorities having jurisdiction or the DOT of state in which Project is located.

B. Testing Agency Qualifications: Qualified in accordance with ASTM D3666 for testing indicated.

C. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements for asphalt paving work.

1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.7 FIELD CONDITIONS

A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:

1. Prime Coat: Minimum surface temperature of 60 deg F.
2. Tack Coat: Minimum surface temperature of 60 deg F.
3. Slurry Coat: Comply with weather limitations in ASTM D3910.

4. Asphalt Base Course and Binder Course: Minimum surface temperature of 40 deg F and rising at time of placement.
5. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.

PART 2 - PRODUCTS

2.1 AGGREGATES SUBBASES, BASES, ASPHALT MATERIALS, AND MIXES

A. Reference City of Madera Standard Specifications Section 12 Aggregate Subbase and Aggregate Base and Section 13 Asphalt Concrete Pavement.

2.2 AUXILIARY MATERIALS

A. Joint Sealant: ASTM D6690, Type II or III, hot-applied, single-component, polymer-modified bituminous sealant.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that subgrade is dry and in suitable condition to begin paving.

B. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Protection: Provide protective materials, procedures, and worker training to prevent asphalt materials from spilling, coating, or building up on curbs, driveway aprons, manholes, and other surfaces adjacent to the Work.

B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
2. Proof-roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Landscape Architect, and replace with compacted backfill or fill as directed.

3.3 PATCHING

A. Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into perimeter of

adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.

B. Portland Cement Concrete Pavement: Break cracked slabs and roll as required to reseat concrete pieces firmly.

1. Undersealing: Pump hot undersealing asphalt under rocking slab until slab is stabilized or, if necessary, crack slab into pieces and roll to reseat pieces firmly.
2. Remove disintegrated or badly cracked pavement. Excavate rectangular or trapezoidal patches, extending into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Recompact existing unbound-aggregate base course to form new subgrade.

C. Tack Coat: Before placing patch material, apply tack coat uniformly to vertical asphalt surfaces abutting the patch. Apply at a rate of 0.05 to 0.15 gal./sq. yd.

1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

D. Placing Single-Course Patch Material: Fill excavated pavement areas with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.

E. Placing Two-Course Patch Material: Partially fill excavated pavements with hot-mix asphalt base course mix and, while still hot, compact. Cover asphalt base course with compacted layer of hot-mix asphalt surface course, finished flush with adjacent surfaces.

3.4 REPAIRS

A. Leveling Course: Install and compact leveling course consisting of hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch in existing pavements.

1. Install leveling wedges in compacted lifts not exceeding 3 inches thick.

B. Crack and Joint Filling: Remove existing joint filler material from cracks or joints to a depth of 1/4 inch.

1. Clean cracks and joints in existing hot-mix asphalt pavement.
2. Use emulsified-asphalt slurry to seal cracks and joints less than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.
3. Use hot-applied joint sealant to seal cracks and joints more than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.

3.5 SURFACE PREPARATION

A. Ensure that prepared subgrade has been proof-rolled and is ready to receive paving. Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces.

B. Herbicide Treatment: Apply herbicide in accordance with manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.

1. Mix herbicide with prime coat if formulated by manufacturer for that purpose.

C. Cutback Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.15 to 0.50 gal./sq. yd. Apply enough material to penetrate and seal, but not flood, surface. Allow prime coat to cure.

1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
2. Protect primed substrate from damage until ready to receive paving.

D. Emulsified Asphalt Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.10 to 0.30 gal./sq. yd. per inch depth. Apply enough material to penetrate and seal, but not flood, surface. Allow prime coat to cure.

1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
2. Protect primed substrate from damage until ready to receive paving.

E. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.

1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.6 HOT-MIX ASPHALT PLACEMENT

A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.

1. Place hot-mix asphalt base course and binder course in number of lifts and thicknesses indicated.
2. Place hot-mix asphalt surface course in single lift.
3. Spread mix at a minimum temperature of 250 deg F.
4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.

B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.

1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Overlap mix placement about 1 to 1-1/2 inches from strip to strip to ensure proper compaction of mix along longitudinal joints.
2. Complete a section of asphalt base course and binder course before placing asphalt surface course.

C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.7 JOINTS

A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.

1. Clean contact surfaces and apply tack coat to joints.
2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
3. Offset transverse joints, in successive courses, a minimum of 24 inches.
4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method in accordance with AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."
5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.8 COMPACTION

A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.

1. Complete compaction before mix temperature cools to 185 deg F.

B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.

C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:

1. Average Density, Marshall Test Method: 96 percent of reference laboratory density in accordance with ASTM D6927 or AASHTO T 245, but not less than 94 percent or greater than 100 percent.
2. Average Density, Rice Test Method: 92 percent of reference maximum theoretical density in accordance with ASTM D2041/D2041M, but not less than 90 percent or greater than 96 percent.

D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.

E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.

F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.

G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.9 INSTALLATION TOLERANCES

A. Pavement Thickness: Compact each course to produce thickness indicated within the following tolerances:

1. Base Course and Binder Course: Plus or minus 1/2 inch.
2. Surface Course: Plus 1/4 inch, no minus.

B. Pavement Surface Smoothness: Compact each course to produce surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:

1. Base Course and Binder Course: 1/4 inch.
2. Surface Course: 1/8 inch.
3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.10 SURFACE TREATMENTS

A. Fog Seals: Apply fog seal at a rate of 0.10 to 0.15 gal./sq. yd. to existing asphalt pavement and allow to cure. With fine sand, lightly dust areas receiving excess fog seal.

B. Slurry Seals: Apply slurry coat in a uniform thickness in accordance with ASTM D3910 and allow to cure.

1. Roll slurry seal to remove ridges and provide a uniform, smooth surface.

3.11 PRIME COAT, PAINT BINDER, SEAL COAT AND ROLLING EQUIPMENT.

A. Reference City of Madera Standard Specification Section 13 Asphalt Concrete Pavement.

3.12 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined in accordance with ASTM D3549/D3549M.

C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.

D. Asphalt Traffic-Calming Devices: Finished height of traffic-calming devices above pavement will be measured for compliance with tolerances.

E. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement in accordance with ASTM D979/D979M or AASHTO T 168.

1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared in accordance with ASTM D2041/D2041M, and compacted in accordance with job-mix specifications.
2. In-place density of compacted pavement will be determined by testing core samples in accordance with ASTM D1188 or ASTM D2726/D2726M.

    a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, with no fewer than three cores taken.
    b. Field density of in-place compacted pavement may also be determined by nuclear method in accordance with ASTM D2950/D2950M and coordinated with ASTM D1188 or ASTM D2726/D2726M.

F. Replace and compact hot-mix asphalt where core tests were taken.

G. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.13 WASTE HANDLING

A. General: Handle asphalt-paving waste in accordance with approved waste management plan required in Section 017419 "Construction Waste Management and Disposal."

END OF SECTION 321216

SECTION 321313 - CONCRETE PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes:
   1. Curbs.

B. Related Requirements:
   1. See City of Madera Standard Specification Section 14 Concrete Improvements. For current City of Madera Specifications, see City website below: https://www.madera.gov/home/departments/engineering/standard-drawings/
   2. Section 321216 "Asphalt Paving."
   3. Section 321723 "Pavement Markings."

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash, slag cement, and other pozzolans.

B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

   1. Review methods and procedures related to concrete paving, including but not limited to, the following:

      a. Concrete mixture design.
      b. Quality control of concrete materials and concrete paving construction practices.

   2. Require representatives of each entity directly concerned with concrete paving to attend, including the following:

      a. Contractor's superintendent.
      b. Independent testing agency responsible for concrete design mixtures.
      c. Ready-mix concrete manufacturer.
      d. Concrete paving Subcontractor.

e. Manufacturer's representative of stamped concrete paving system used for stamped detectable warnings.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples for Initial Selection: For each type of product, ingredient, or admixture requiring color selection.

C. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified ready-mix concrete manufacturer and testing agency.

B. Material Certificates: For the following, from manufacturer:

1. Cementitious materials.
2. Steel reinforcement and reinforcement accessories.
3. Fiber reinforcement.
4. Admixtures.
5. Curing compounds.
6. Applied finish materials.
7. Bonding agent or epoxy adhesive.
8. Joint fillers.

C. Material Test Reports: For each of the following:

1. Aggregates.

D. Field quality-control reports.

1.7 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified independent testing agency to perform preconstruction testing on concrete paving mixtures.

1.8 FIELD CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

B. Cold-Weather Concrete Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:

1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
2. Do not use frozen materials or materials containing ice or snow.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.

C. Hot-Weather Concrete Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. Reference City of Madera Standard Specifications Section 14 Concrete Improvements.

2.2 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.

1. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less.

B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.3 STEEL REINFORCEMENT

A. Plain-Steel Welded-Wire Reinforcement: ASTM A1064/A1064M, fabricated from galvanized-steel wire into flat sheets.

B. Deformed-Steel Welded-Wire Reinforcement: ASTM A1064/A1064M, flat sheet.

C. Epoxy-Coated Welded-Wire Reinforcement: ASTM A884/A884M, Class A, plain steel.

D. Reinforcing Bars: ASTM A615/A615M, Grade 60; deformed.

E. Galvanized Reinforcing Bars: ASTM A767/A767M, Class II zinc coated, hot-dip galvanized after fabrication and bending; with ASTM A615/A615M, Grade 60 deformed bars.

F. Epoxy-Coated Reinforcing Bars: ASTM A775/A775M or ASTM A934/A934M; with ASTM A615/A615M, Grade 60 deformed bars.

G. Steel Bar Mats: ASTM A184/A184M; with ASTM A615/A615M, Grade 60 deformed bars; assembled with clips.

H. Plain-Steel Wire: ASTM A1064/A1064M, as drawn.

I. Deformed-Steel Wire: ASTM A1064/A1064M.

J. Epoxy-Coated-Steel Wire: ASTM A884/A884M, Class A; coated, plain.

K. Joint Dowel Bars: ASTM A615/A615M, Grade 60 plain-steel bars; zinc coated (galvanized) after fabrication according to ASTM A767/A767M, Class I coating. Cut bars true to length with ends square and free of burrs.

L. Epoxy-Coated, Joint Dowel Bars: ASTM A775/A775M; with ASTM A615/A615M, Grade 60 plain-steel bars.

M. Tie Bars: ASTM A615/A615M, Grade 60; deformed.

N. Hook Bolts: ASTM A307, Grade A, internally and externally threaded. Design hook-bolt joint assembly to hold coupling against paving form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.

O. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded-wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:

1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

P. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating, compatible with epoxy coating on reinforcement.

Q. Zinc Repair Material: ASTM A780/A780M.

2.4 CONCRETE MATERIALS

A. Reference City of Madera Standard Specifications Section 14 Concrete Improvements.

2.5 CURING MATERIALS

A. Reference City of Madera Standard Specifications Section 14 Concrete Improvements.

2.6 RELATED MATERIALS

A. Joint Fillers: ASTM D1751, asphalt-saturated cellulosic fiber in preformed strips.

B. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.

C. Bonding Agent: ASTM C1059/C1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

D. Epoxy-Bonding Adhesive: ASTM C881/C881M, two-component epoxy resin capable of humid curing and bonding to damp surfaces; of class suitable for application temperature, of grade complying with requirements, and of the following types:

E. Chemical Surface Retarder: Water-soluble, liquid, set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of 1/8 to 1/4 inch.

F. Rock Salt: Sodium chloride crystals, kiln dried, coarse gradation with 100 percent passing 3/8-inch sieve and 85 percent retained on a No. 8 sieve.

2.7 CONCRETE MIXTURES

A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.

1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that comply with or exceed requirements.

B. Cementitious Materials: Use fly ash, pozzolan, slag cement, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.

1. Fly Ash or Pozzolan: 25 percent.
2. Slag Cement: 50 percent.
3. Combined Fly Ash or Pozzolan, and Slag Cement: 50 percent, with fly ash or pozzolan not exceeding 25 percent.

C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:

1. Air Content, 1-1/2-inch Nominal Maximum Aggregate Size: [**5-1/2**] [**4-1/2**] [**2-1/2**] percent plus or minus 1-1/2 percent.
2. Air Content, 1-inch Nominal Maximum Aggregate Size: [**6**] [**4-1/2**] [**3**] percent plus or minus 1-1/2 percent.

3. Air Content, 3/4-inch Nominal Maximum Aggregate Size: [**6**] [**5**] [**3-1/2**] percent plus or minus 1-1/2 percent.

D. Limit water-soluble, chloride-ion content in hardened concrete to [**0.15**] [**0.30**] percent by weight of cement.

E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing admixture in concrete as required for placement and workability.
2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

F. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

G. Concrete Mixtures: Normal-weight concrete.

2.8 CONCRETE MIXING

A. Ready-Mixed Concrete: Reference City of Madera Standard Specifications Section 14 Concrete Improvements.

PART 3 - EXECUTION

3.1 CONSTRUCTION

A. Reference City of Madera Standard Specifications Section 14 Concrete Improvements.

3.2 FINISHING

A. Curbs: Reference City of Madera Standard Specifications Section 14 Concrete Improvements.

3.3 CONCRETE PROTECTION AND CURING

A. Reference City of Madera Standard Specifications Section 14 Concrete Improvements.

3.4 BACKFILLING

A. Reference City of Madera Standard Specifications Section 14 Concrete Improvements.

3.5 ROCK POCKETS, AND CLEANING UP

A. Reference City of Madera Standard Specifications Section 14 Concrete Improvements.

SECTION 321723 - PAVEMENT MARKINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Painted markings applied to asphalt paving.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to marking asphalt paving or concrete surfaces including, but not limited to, the following:

a. Asphalt-paving or concrete-surface aging period before application of pavement markings.
b. Review requirements for protecting pavement markings, including restriction of traffic during installation period.

1.4 ACTION SUBMITTALS

A. Product Data: Include technical data and tested physical and performance properties.

B. Shop Drawings: For pavement markings.

1. Indicate pavement markings, colors, pathway edges, dimensions to adjacent work.

1.5 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of CALTRANS for pavement-marking work.

1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.6 FIELD CONDITIONS

A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for alkyd materials 55 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain pavement-marking paints from single source from single manufacturer.

2.2 PAVEMENT-MARKING PAINT

A. Thermoplastic Traffic-Marking Paint, Acrylic: Acrylic, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952F, Type II, with drying time of less than 45 minutes.

1. Color: As indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that pavement-marking substrate is dry and in suitable condition to begin pavement marking in accordance with manufacturer's written instructions.

B. Proceed with pavement marking only after unsatisfactory conditions have been corrected.

3.2 PAVEMENT MARKING

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Landscape Architect.

B. Allow asphalt paving or concrete surfaces to age for a minimum of 30 days before starting pavement marking.

C. Sweep and clean surface to eliminate loose material and dust.

D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to asphalt paving or concrete surface. Mask an extended area beyond edges of each

stencil to prevent paint application beyond stencil. Apply paint so that it cannot run beneath stencil.

2. Broadcast glass beads uniformly into wet markings at a rate of 6 lb/gal.

3.3 PROTECTING AND CLEANING

A. Protect pavement markings from damage and wear during remainder of construction period.

B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 321723

GENERAL NOTES

1. LANDSCAPE IMPROVEMENTS SHALL BE CONSTRUCTED IN COMPLIANCE WITH CITY OF **MADERA, CALIFORNIA** CURRENT STANDARDS AND SPECIFICATIONS AS APPROVED ON **__DATE__** INCLUDING ALL AMENDMENTS THERETO TO DATE. IMPROVEMENTS SHALL ALSO BE IN COMPLIANCE WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS LATEST EDITION, WHERE APPLICABLE. IN THE EVENT THERE IS A CONFLICT WITH THE PLANS AND REFERENCES STATED ABOVE, THE GOVERNING BODY STANDARDS AND SPECIFICATIONS SHALL PREVAIL. ALL WORK SHALL BE SUBJECT TO INSPECTION.

2. DESIGN: THE DRAWINGS HEREIN REPRESENT THE DESIGN TO BE IMPLEMENTED ON THE SITE DEPICTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE LANDSCAPE ARCHITECT TO CLARIFY PLAN DETAILS RELATED TO SITE OR CONSTRUCTION DETAILS NECESSARY FOR PROJECT COMPLETION.

3. COORDINATION: CONTRACTORS SHALL COORDINATE INSTALLATION AND SCHEDULING WITH THAT OF **CITY OF MADERA** AND OTHER CONTRACTORS EFFICIENTLY AND IN A TIMELY MANNER, ENSURING THE PROJECT COMPLETION IS UNIMPEDED AND INSTALLED CORRECTLY WITH MINIMAL MAINTENANCE. **CITY OF MADERA** SHALL BE CONTACTED DIRECTLY AT LEAST TWO WORKING DAYS (48 HOURS) PRIOR TO COVERING, COMPLETION, OR EXPOSING WORK THAT WILL BE INSTALLED.

4. SITE CONDITIONS: SEE GENERAL PROVISIONS, SPECIAL PROVISIONS, GENERAL REQUIREMENTS, AND TECHNICAL SPECIFICATIONS FOR CONTRACTOR RESPONSIBILITIES RELATED TO SITE CONDITIONS. CONTRACTOR SHALL EXAMINE EXISTING CONDITIONS OF SITE. IN THE EVENT THAT ON-SITE CONDITIONS DIFFER FROM CONDITIONS DEPICTED ON PLANS AND WILL IMPACT THE INSTALLATION PROCESS, THE CONTRACTOR SHALL SUBMIT THESE FINDINGS TO THE **LANDSCAPE ARCHITECT/CITY OF MADERA** IN WRITING PRIOR TO BEGINNING WORK. CONTRACTOR SHALL CONFIRM ALL POINTS OF CONNECTIONS PRIOR TO CONSTRUCTION. COMMENCEMENT OF WORK IMPLIES ACCEPTANCE OF THE EXISTING SITE CONDITIONS.

5. BASE INFORMATION: THE PROPOSED LANDSCAPE IMPROVEMENTS SHOWN HEREIN ARE SUPERIMPOSED OVER DATA PROVIDED TO THE LANDSCAPE ARCHITECT BY OTHER SOURCES. THE LANDSCAPE ARCHITECT SHALL NOT BE HELD LIABLE FOR THE CHANGES, INACCURACIES, OMISSIONS, OR OTHER ERRORS RELATED TO THIS DATA. THE BASE INFORMATION IS PROVIDED AS AN AID ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING ALL DOCUMENTS AND ACCOMMODATING ANY DISCREPANCIES.

   BASE INFORMATION PROVIDED BY:
   TOPOGRAPHICAL SURVEY –
   - O'DELL ENGINEERING, A WESTWOOD COMPANY
     1165 SCENIC DRIVE, SUITE A
     MODESTO, CA 95350
     PHONE: (209) 571-1765
     FILE: TP-42780.DWG

6. BIDDING INFORMATION: SEE GENERAL PROVISIONS, SPECIAL PROVISIONS, GENERAL REQUIREMENTS, AND TECHNICAL SPECIFICATIONS FOR CONTRACTOR RESPONSIBILITIES RELATED TO BIDDING INFORMATION AND SITE VISITS PRIOR TO BID SUBMITTAL.

7. PRE-CONSTRUCTION MEETING: THE CONTRACTOR SHALL OBTAIN A GRADING PERMIT/BUILDING PERMIT, FROM THE CITY OF **MADERA, CALIFORNIA** BUILDING DEPARTMENT, PRIOR TO SCHEDULING A PRE-CONSTRUCTION MEETING OR OBTAINING AN ENCROACHMENT PERMIT. A PRE-CONSTRUCTION MEETING SHALL BE COORDINATED WITH THE APPROPRIATE REGULATORY BODY PRIOR TO BEGINNING WORK. APPLICABLE AGENCIES AND PARTIES SHALL BE NOTIFIED AT LEAST 3 WORKING DAYS (72 HOURS) IN ADVANCE OF THE PRE-CONSTRUCTION MEETING.

8. UTILITIES: THE CONTRACTOR AND ANY SUBCONTRACTORS SHALL CONTACT U.S.A. AT LEAST TWO WORKING DAYS (48 HOURS) PRIOR TO BEGINNING WORK.

9. POT HOLING: ONLY EXCAVATION WILL REVEAL ACTUAL TYPES, LOCATIONS, SIZES, AND DEPTHS OF UNDERGROUND UTILITIES. THE LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF UNDERGROUND UTILITIES OR OF BURIED EXISTING OBJECTS AND UTILITIES NOT SHOWN ON THESE PLANS.

10. AS-BUILTS: FOR AS-BUILT PURPOSES, THE CONTRACTOR SHALL KEEP A CURRENT SET OF DRAWINGS ON SITE AT ALL TIMES WITH DEVIATIONS FROM ORIGINAL PLANS AND SPECIFICATIONS NOTED. UPON PROJECT COMPLETION THE CONTRACTOR SHALL PROVIDE THE CITY WITH A DIGITAL FORMAT, COMPLETE SET OF AS-BUILT DRAWINGS.

ABBREVIATIONS

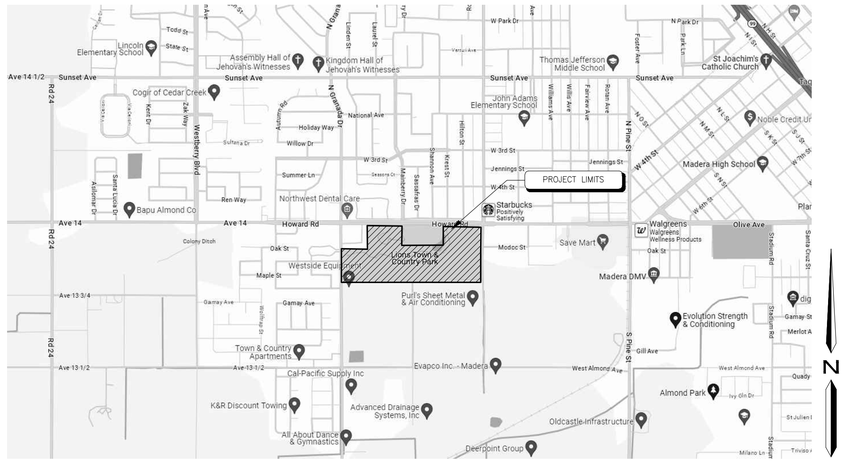
BC	BOTTOM OF CURB	INV	INVERT ELEVATION
BW	BOTTOM OF WALL	MAX	MAXIMUM
BOW	BACK OF WALL	MIN	MINIMUM
CJ	TOOLED CONTROL JOINT	(N)	NEW
CL	CENTERLINE	OC	ON CENTER
CLR	CLEAR	PA	PLANTING AREA
CIP	CAST IN PLACE	PIP	POURED IN PLACE CONCRETE
CMU	CONCRETE MASONRY UNIT	POB	POINT OF BEGINNING
C	CONCRETE	R	RADIUS
DG	DECOMPOSED GRANITE	RIM	RIM ELEVATION
DWGS	DRAWINGS	RP	RADIUS POINT
(E) OR EX	EXISTING	SCD	SEE CIVIL DRAWINGS
EJ	EXPANSION JOINT	SED	SEE ELECTRICAL DRAWINGS
EQ	EQUAL	SIM	SIMILAR
FC	FACE OF CURB	SLD	SEE LANDSCAPE DRAWINGS
FDE	FINISH DECK ELEVATIONS	SP	SPACE
FF/FFE	FINISH FLOOR ELEVATION	TBD	TO BE DETERMINED
FG	FINISH GRADE	TC	TOP OF CURB
FL	FLOW LINE	TP	TOP OF PAVEMENT
FOB	FACE OF BUILDING	TW	TOP OF WALL
FOW	FACE OF WALL	TYP	TYPICAL
FS	FINISH SURFACE		
FV	FIELD VERIFY		
HP	HIGH POINT		

LIONS TOWN & COUNTRY PARK TRAIL RESTORATION

PROJECT NO. PK-00071

LANDSCAPE IMPROVEMENT PLANS

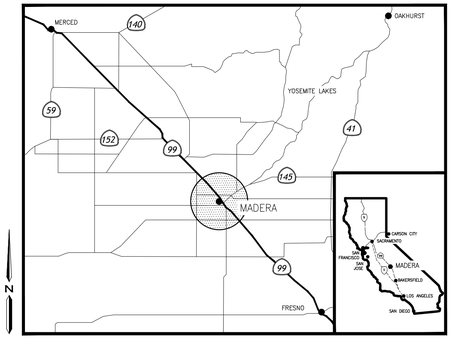
MADERA, CALIFORNIA



LANDSCAPE IMPROVEMENT LIMITS

PROJECT INFORMATION

PROJECT TITLE:	**LIONS TOWN & COUNTRY PARK TRAIL RESTORATION**	PROJECT TYPE:	RENOVATION
PROJECT NUMBER:	PK-00071	PROJECT NO.:	PK-00071
PARCEL NUMBER:	APN 011-330-002	GRADING PLANS:	SEE CIVIL ENGINEERING PLANS
PROJECT ADDRESS:	2300 HOWARD ROAD MADERA, CA 93637	WATER SUPPLY TYPE & LOCAL PURVEYOR:	POTABLE
APPLICANT/OWNER:	CITY OF MADERA PARKS DEPARTMENT 701 EAST 5TH STREET MADERA, CA 93638 (559) 661-5492 GSALAZAR@MADERA.GOV	ADJACENT PROPERTY USES:	NORTH – RESIDENTIAL SOUTH – COMMERCIAL EAST – COMMERCIAL WEST – RESIDENTIAL
PLANS PREPARED BY:	O'DELL ENGINEERING, A WESTWOOD COMPANY 1165 SCENIC DRIVE, SUITE A MODESTO, CA 95350 (209) 571-1765 OFFICE (209) 571-2466 FAX SAMIR.KHANNA@WESTWOODPS.COM	ZONING:	OPEN SPACE
LICENSE NUMBER:	CLA #6360		
LANDSCAPE AREA:	N/A		



VICINITY MAP

N.T.S.

SHEET INDEX

CS	COVER SHEET
T1.0	TOPOGRAPHIC SURVEY
T1.1	TOPOGRAPHIC SURVEY
T1.2	TOPOGRAPHIC SURVEY
T1.3	TOPOGRAPHIC SURVEY
T1.4	TOPOGRAPHIC SURVEY
T1.5	TOPOGRAPHIC SURVEY
L0.1	DEMOLITION PLAN
L0.2	DEMOLITION PLAN
L0.3	DEMOLITION PLAN
L0.4	DEMOLITION PLAN
L0.5	DEMOLITION PLAN
L0.6	DEMOLITION PLAN
C1.0	GRADING & DRAINAGE PLAN
C1.1	GRADING & DRAINAGE PLAN
C1.2	GRADING & DRAINAGE PLAN
C1.3	GRADING & DRAINAGE PLAN
C1.4	GRADING & DRAINAGE PLAN
C1.5	GRADING & DRAINAGE PLAN
L1.0	SITE FEATURES AND FINISHES LEGEND AND NOTES
L1.1	SITE FEATURES AND FINISHES PLAN
L1.2	SITE FEATURES AND FINISHES PLAN
L1.3	SITE FEATURES AND FINISHES PLAN
L1.4	SITE FEATURES AND FINISHES PLAN
L1.5	SITE FEATURES AND FINISHES PLAN
L1.6	SITE FEATURES AND FINISHES PLAN
L2.0	HORIZONTAL CONTROL PLAN
L2.1	HORIZONTAL CONTROL PLAN
L2.2	HORIZONTAL CONTROL PLAN
L2.3	HORIZONTAL CONTROL PLAN
L2.4	HORIZONTAL CONTROL PLAN
L2.4	HORIZONTAL CONTROL PLAN
L3.0	CONSTRUCTION DETAILS

100% SUBMITTAL

APPROVED BY THE CITY OF MADERA – PARKS DIRECTOR

BY JOSEPH HEBERT, PARKS DIRECTOR DATE:

APPROVED BY THE CITY OF MADERA – CITY ENGINEER

BY KEITH HELMUTH, CITY ENGINEER DATE:

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LIONS TOWN & COUNTRY PARK TRAIL RESTORATION
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MADERA, CALIFORNIA

COVER SHEET

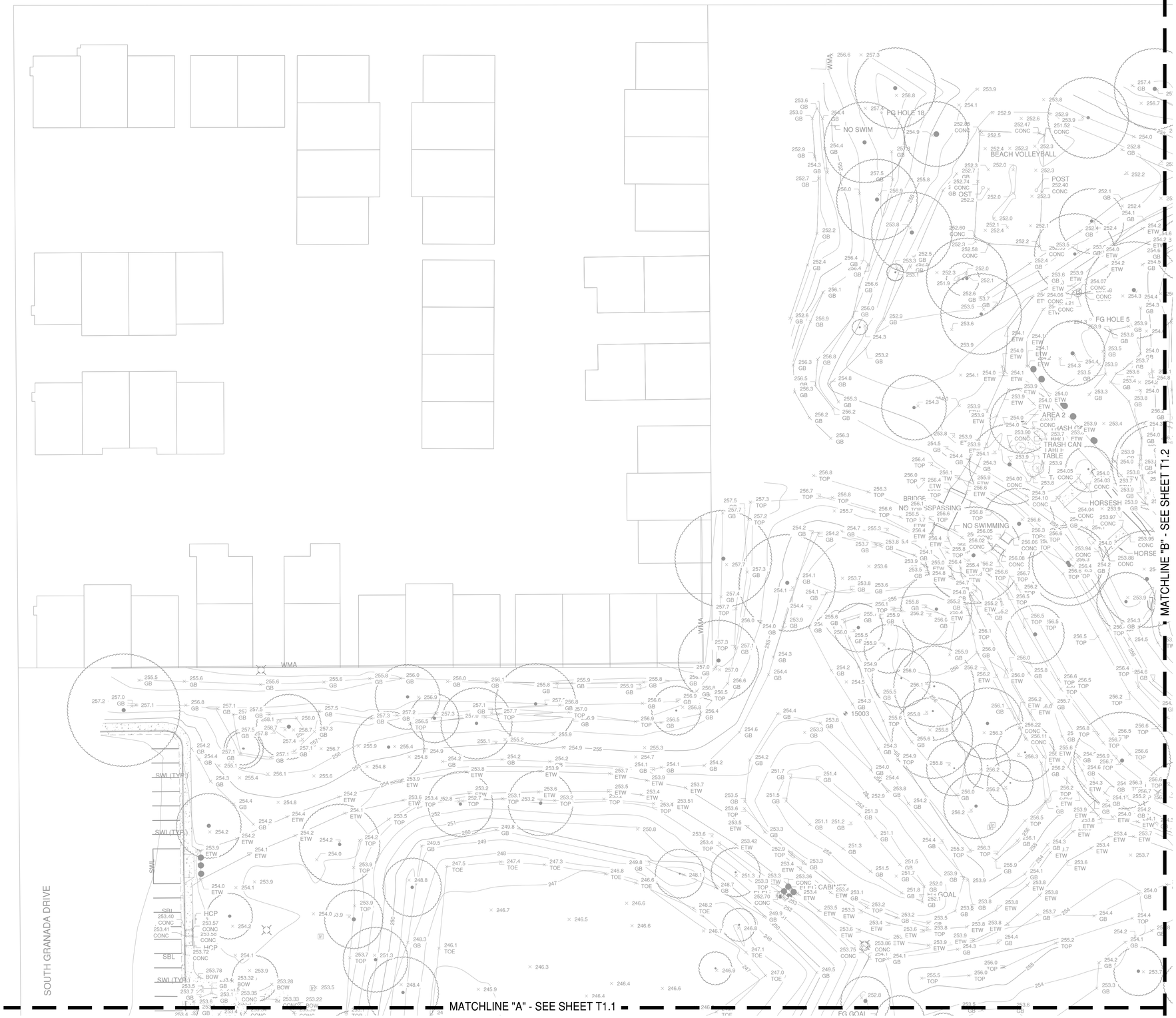
LICENSED LANDSCAPE ARCHITECT
SAMIR KHANNA #6360
Signature 05/31/25
Renewal Date 10/28/2024
Date
STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL/SK
DRAWN:	TL/SW
CHECKED:	SK
SCALE:	NO SCALE
DATE:	10/28/2024
JOB NO.:	42780
FILE NO.:	42780-CS.DWG

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SURVEY LEGEND

GENERAL

- ACCESSIBLE PARKING STENCIL
- BOLLARD
- CONTOUR WITH LABEL
- CONTROL POINT
- DOOR
- ELEVATION W/ DESCRIPTION
- MAILBOX
- NATURAL GROUND SPOT ELEVATION
- SIGN
- TREES

UTILITIES

- BOX
- CATCH BASIN/CURB INLET
- CLEANOUT
- DRAIN INLET
- ELECTROLIER (AREA, STREET)
- FIRE HYDRANT
- MAINTENANCE HOLE
- METER
- PEDESTAL
- UNDERGROUND UTILITY LINE LABEL DIRECTIONAL
- VALVE

HARDSCAPE LINES

- BACK OF CURB
- FACE OF CURB
- FLOWLINE
- LIP OF GUTTER
- SIDEWALK/CONCRETE

MISCELLANEOUS LINES

- BUILDING OUTLINE
- FENCE, CHAIN-LINK
- FENCE, METAL

UTILITY LINES

- STORM DRAIN

SURVEY NOTES:

1. THE FIELD WORK FOR THIS SURVEY WAS CONDUCTED IN FEBRUARY 2023.
2. NO ATTEMPT WAS MADE TO IDENTIFY THE NATURE OF USE OF UNDERLYING LAND SHOWN HEREON; ANY POTENTIAL PAST USES, INCLUDING THOSE WHICH MAY HAVE RESULTED IN SIGNIFICANT ENVIRONMENTAL OR CULTURAL IMPACTS, WERE NOT ASSESSED BY THIS SURVEY.
3. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ON THIS SITE, IT IS ADVISED THAT ALL INVOLVED PARTIES REVIEW SECTION 8771 AND SECTION 8725 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE, AND SECTION 605 OF THE CALIFORNIA PENAL CODE TO ENSURE THAT MONUMENT CONSERVATION HAS BEEN PROPERLY ADDRESSED.
4. NOTHING ON THIS SURVEY SHALL BE INTERPRETED IN A MANNER CONTRARY TO THESE STATEMENTS.
5. PHYSICAL ITEMS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SURFACE-VISIBLE STRUCTURES, FACILITIES, AND FEATURES OBSERVED AT THE TIME OF THE FIELD SURVEY. SUBSURFACE OBJECTS, IF ANY, WERE NOT LOCATED BY THIS SURVEY.
6. NO BOUNDARY SURVEY WAS PERFORMED AS PART OF THIS SURVEY.

SURVEY CONTROL

HORIZONTAL DATUM
NORTH AMERICAN DATUM OF 1983 (NAD83).

COORDINATE SYSTEM
COORDINATES SHOWN HEREON ARE GROUND AND BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE III.

VERTICAL DATUM
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

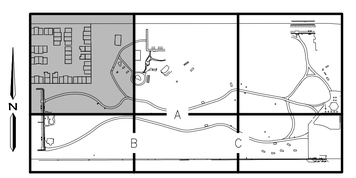
PROJECT BENCHMARK
SET CHISELED "X" ALONG WESTERLY PARKING LOT CURB EAST OF SOUTH GRANADA DRIVE NEAR STREET LIGHT AT SOUTHWEST SIDE OF PARKING LOT. (PT #15001)
ELEVATION = 254.52 FEET (NAVD88)

CONTROL POINT TABLE

POINT	NORTHING	EASTING	DESCRIPTION
15001	1804661.94	6680943.09	SET CUT X
15003	1805064.91	6681421.35	SET IP W/ CAP
15007	1804518.13	6682381.03	SET X

SURVEY ABBREVIATIONS

AC	ASPHALT CONCRETE
BLDG	BUILDING
BOW	BACK OF WALK
COL.	COLUMN
CONC	CONCRETE
DL	DRIP LINE
ETW	EDGE OF TRAVELED WAY
FCL	FENCE, CHAIN LINK
FG	FRISBEE GOLF
FL	FLOWLINE
FM	FENCE, METAL
GB	GRADEBREAK
HC	HANDICAP
HNDRL	HANDRAIL
LIP	LIP OF GUTTER
SBL	STRIPING, SOLID BLUE LINE
SWL	STRIPING, SOLID WHITE LINE
TC	TOP OF CURB
TOE	TOE OF BANK
TOP	TOP OF BANK
VG	VALLEY GUTTER
WMA	WALL, MASONRY



LOCATION MAP

N

1"=500'

APPROVED BY THE CITY OF MADERA – PARKS DIRECTOR

BY JOSEPH HEBERT, PARKS DIRECTOR DATE:

APPROVED BY THE CITY OF MADERA – CITY ENGINEER

BY KEITH HELMUTH, CITY ENGINEER DATE:

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0 15 30 60

SCALE: 1" = 30'

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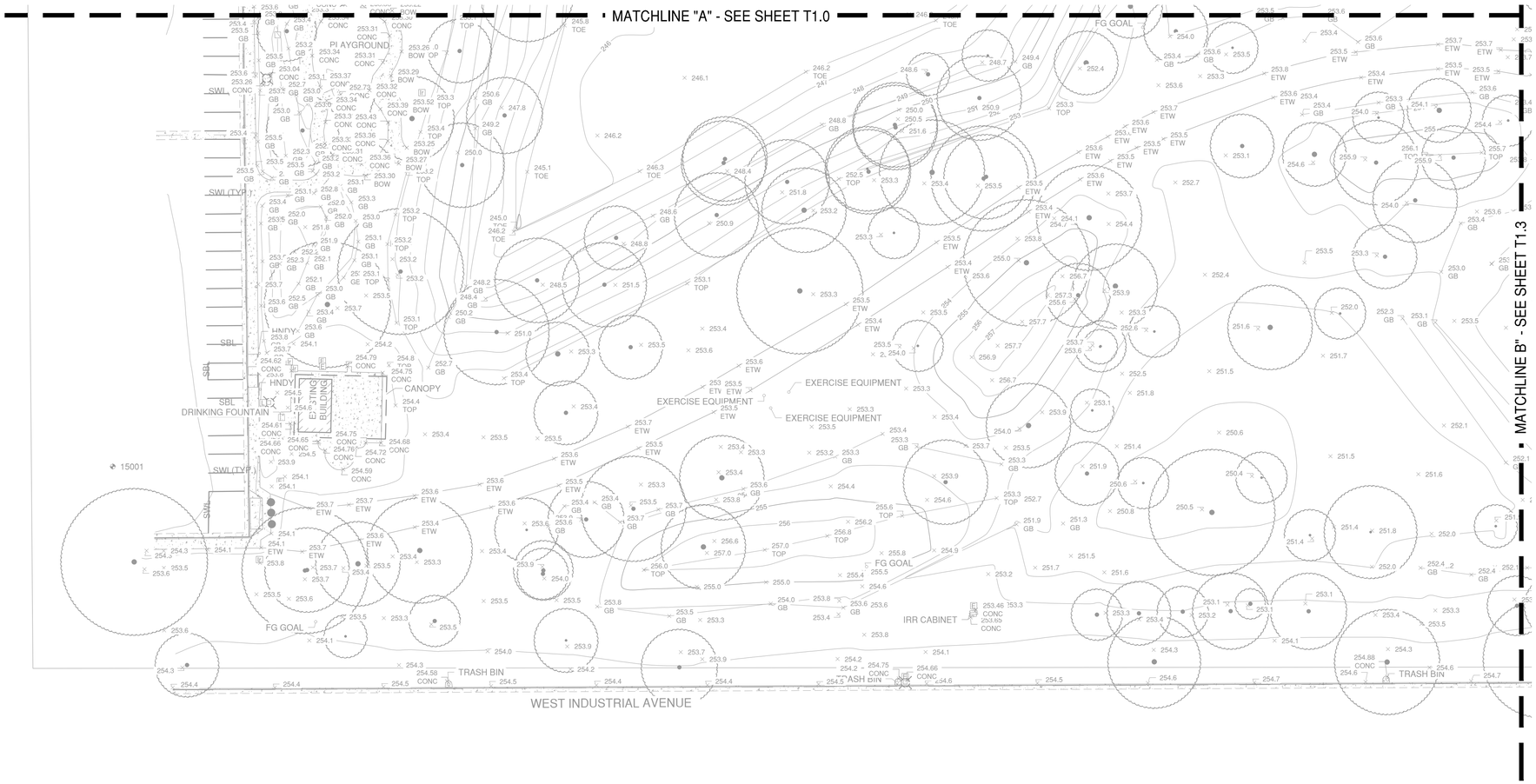
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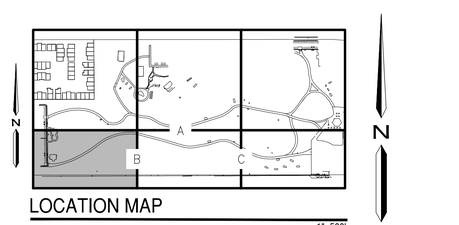
APPROVED:

DESIGNED:	
DRAWN:	NICOLE JACQUES
CHECKED:	SP
SCALE:	1"=30'
DATE:	2023-11-10
JOB NO.:	42780
FILE NO.:	42780-EX CON.DWG

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LOCATION MAP

1"=500'

0 15 30 60

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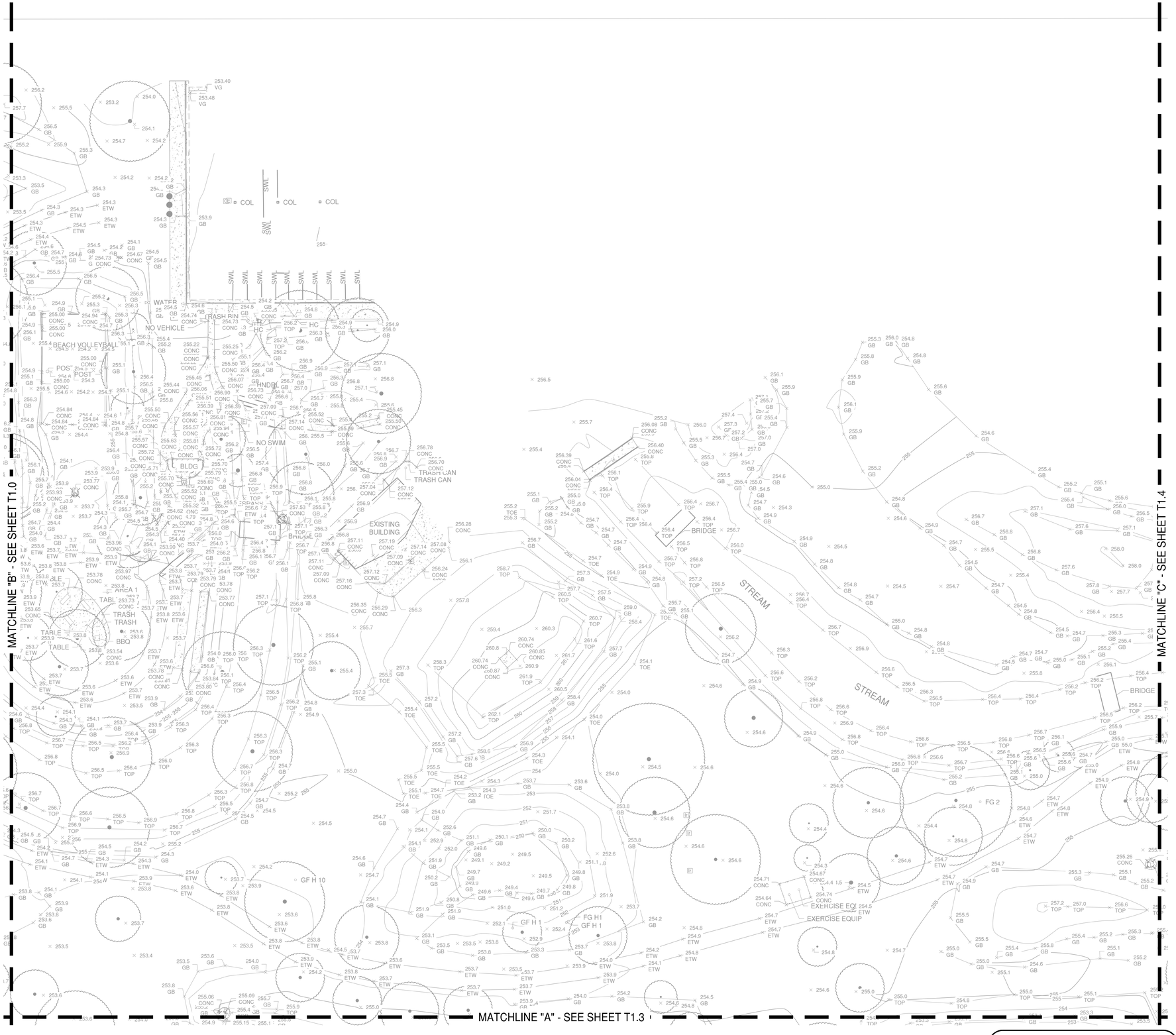
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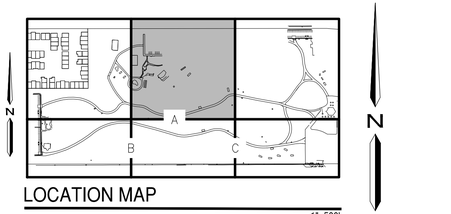
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LOCATION MAP

1"=500'

0 15 30 60

SCALE: 1" = 30'

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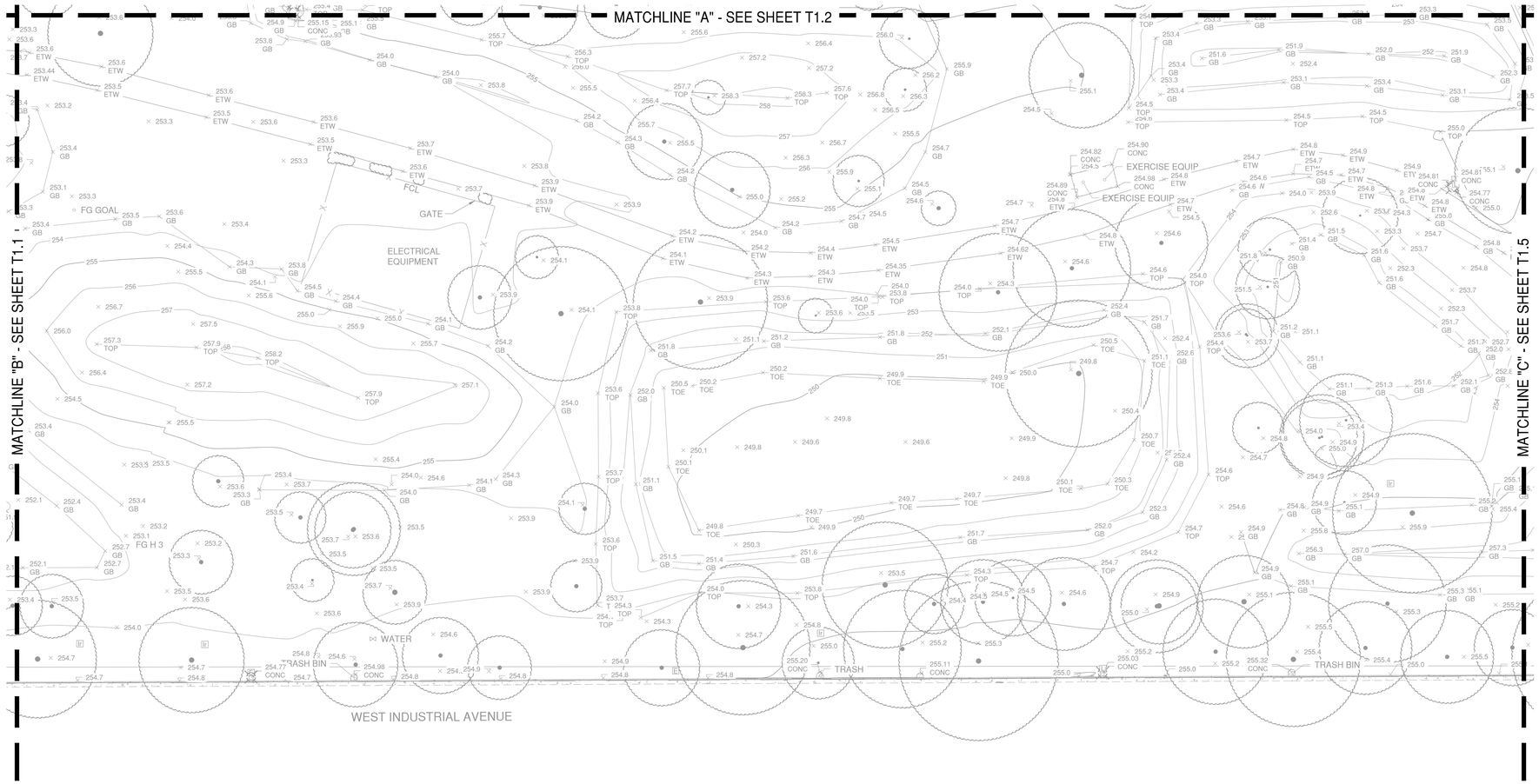
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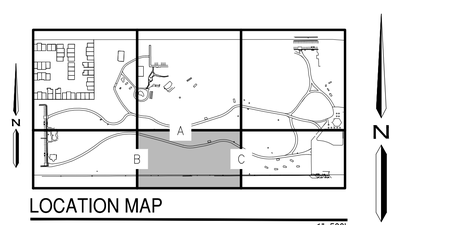
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LOCATION MAP

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SCALE: 1" = 30'

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TOPOGRAPHIC SURVEY

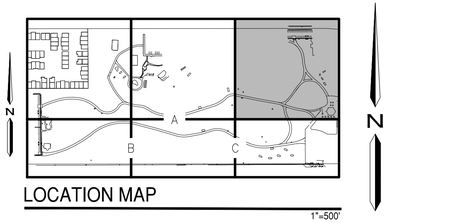
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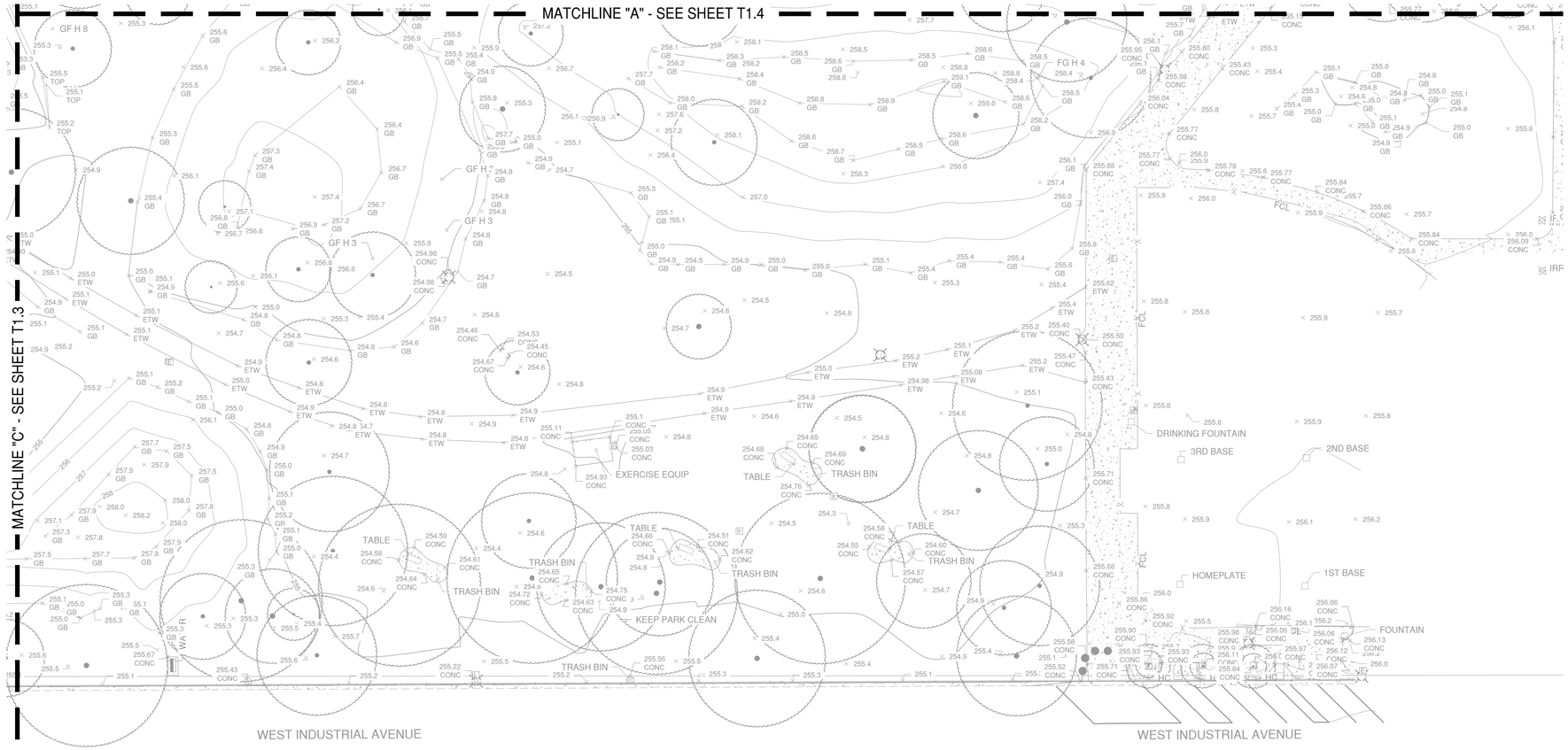
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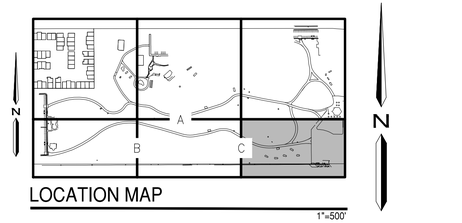
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MADERA, CALIFORNIA

TOPOGRAPHIC SURVEY

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SCALE:	1"=30'
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1. PROTECTIVE BARRIER FENCING MATERIAL, DEFINING THE EDGE OF THE TREE PROTECTIVE ZONE, SHALL BE:
   - 4' HEIGHT
   - UV STABILIZED
   - 2600 PSI TENSILE STRENGTH
   - BRIGHT CONTRASTING COLOR

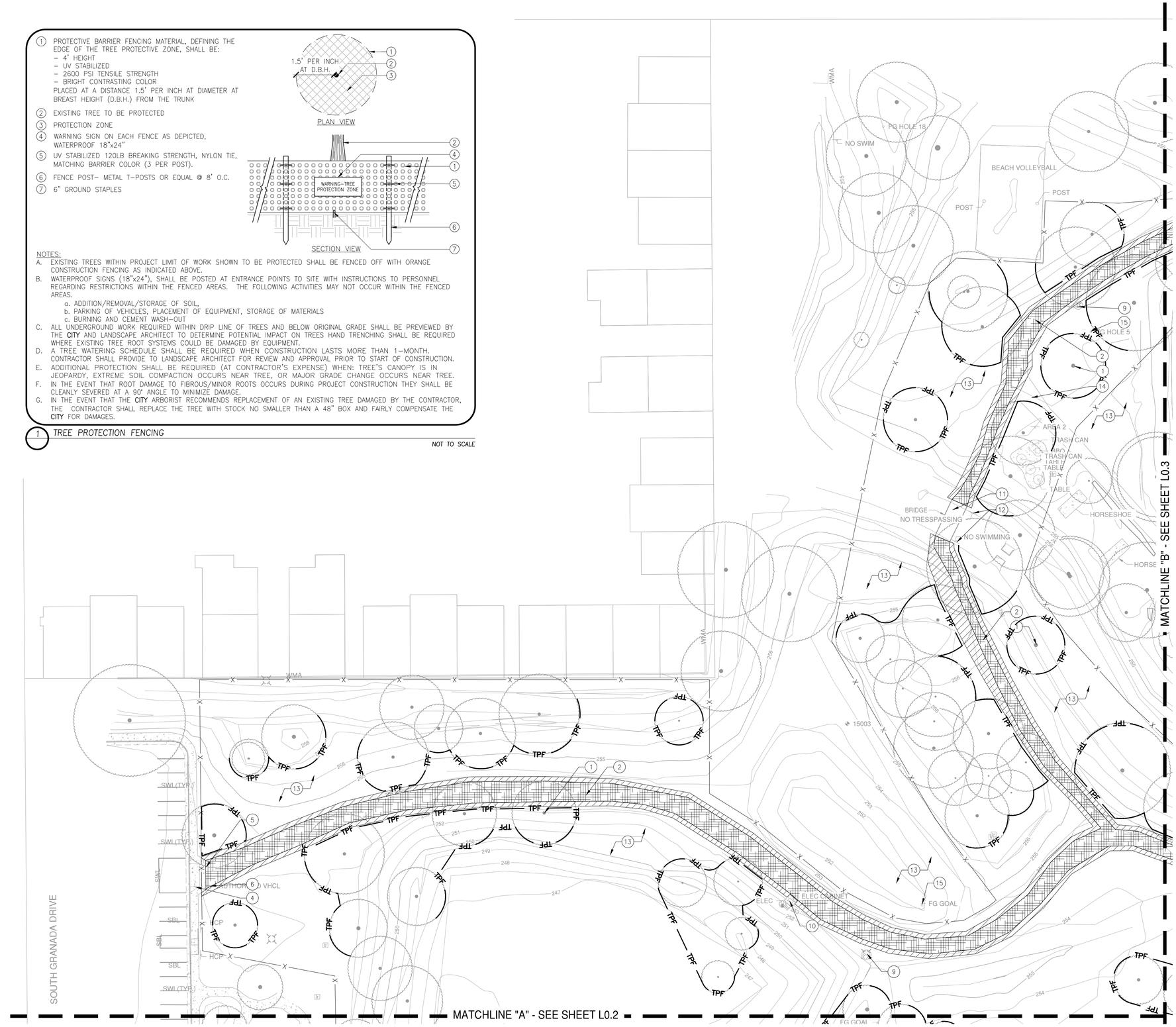
   PLACED AT A DISTANCE 1.5' PER INCH AT DIAMETER AT BREAST HEIGHT (D.B.H.) FROM THE TRUNK
2. EXISTING TREE TO BE PROTECTED
3. PROTECTION ZONE
4. WARNING SIGN ON EACH FENCE AS DEPICTED, WATERPROOF 18"x24"
5. UV STABILIZED 120LB BREAKING STRENGTH, NYLON TIE, MATCHING BARRIER COLOR (3 PER POST).
6. FENCE POST– METAL T–POSTS OR EQUAL @ 8' O.C.
7. 6" GROUND STAPLES

NOTES:

A. EXISTING TREES WITHIN PROJECT LIMIT OF WORK SHOWN TO BE PROTECTED SHALL BE FENCED OFF WITH ORANGE CONSTRUCTION FENCING AS INDICATED ABOVE.
B. WATERPROOF SIGNS (18"x24"), SHALL BE POSTED AT ENTRANCE POINTS TO SITE WITH INSTRUCTIONS TO PERSONNEL REGARDING RESTRICTIONS WITHIN THE FENCED AREAS. THE FOLLOWING ACTIVITIES MAY NOT OCCUR WITHIN THE FENCED AREAS.
   a. ADDITION/REMOVAL/STORAGE OF SOIL,
   b. PARKING OF VEHICLES, PLACEMENT OF EQUIPMENT, STORAGE OF MATERIALS
   c. BURNING AND CEMENT WASH–OUT
C. ALL UNDERGROUND WORK REQUIRED WITHIN DRIP LINE OF TREES AND BELOW ORIGINAL GRADE SHALL BE PREVIEWED BY THE **CITY** AND LANDSCAPE ARCHITECT TO DETERMINE POTENTIAL IMPACT ON TREES HAND TRENCHING SHALL BE REQUIRED WHERE EXISTING TREE ROOT SYSTEMS COULD BE DAMAGED BY EQUIPMENT.
D. A TREE WATERING SCHEDULE SHALL BE REQUIRED WHEN CONSTRUCTION LASTS MORE THAN 1–MONTH. CONTRACTOR SHALL PROVIDE TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO START OF CONSTRUCTION.
E. ADDITIONAL PROTECTION SHALL BE REQUIRED (AT CONTRACTOR'S EXPENSE) WHEN: TREE'S CANOPY IS IN JEOPARDY, EXTREME SOIL COMPACTION OCCURS NEAR TREE, OR MAJOR GRADE CHANGE OCCURS NEAR TREE.
F. IN THE EVENT THAT ROOT DAMAGE TO FIBROUS/MINOR ROOTS OCCURS DURING PROJECT CONSTRUCTION THEY SHALL BE CLEANLY SEVERED AT A 90° ANGLE TO MINIMIZE DAMAGE.
G. IN THE EVENT THAT THE **CITY** ARBORIST RECOMMENDS REPLACEMENT OF AN EXISTING TREE DAMAGED BY THE CONTRACTOR, THE CONTRACTOR SHALL REPLACE THE TREE WITH STOCK NO SMALLER THAN A 48" BOX AND FAIRLY COMPENSATE THE **CITY** FOR DAMAGES.

1 *TREE PROTECTION FENCING*

NOT TO SCALE



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DEMOLITION LEGEND (NOT ALL MAY APPEAR ON THIS SHEET)

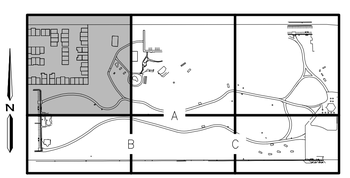
- REMOVE EXISTING PAVING AND BASE (APPROX. 63,746 S.F. TOTAL)
- CLEAR AND GRUB THIS AREA (APPROX. 4,426 S.F. TOTAL)
- CLEAR AND GRUB LIMITS (APPROX. 32,405 S.F. TOTAL)
- TPF — TREE PROTECTION FENCING (APPROX. 10,590 L.F. TOTAL)
- X — CONSTRUCTION FENCING – STANDARD CHAIN LINK FENCING WITH FABRIC (APPROX. 7,309 L.F. TOTAL)

DEMOLITION SHEET NOTES (NOT ALL MAY APPEAR ON THIS SHEET)

1. EXISTING TREE TO BE PROTECTED IN PLACE, TYP.
2. REMOVE EXISTING PAVING AND BASE (APPROX. 63,746 S.F. TOTAL)
3. CLEAR AND GRUB THIS AREA (APPROX. 4,426 S.F. TOTAL)
4. EXISTING CONCRETE TO REMAIN AND BE PROTECTED IN PLACE.
5. EXISTING BOLLARDS TO REMAIN AND BE PROTECTED IN PLACE.
6. EXISTING SIGN TO BE RELOCATED, SEE SITE FEATURES AND FINISHES PLAN FOR LOCATIONS.
7. EXISTING FITNESS EQUIPMENT TO REMAIN AND BE PROTECTED IN PLACE.
8. EXISTING FENCE TO REMAIN AND BE PROTECTED IN PLACE.
9. EXISTING LIGHT POLES TO REMAIN AND BE PROTECTED IN PLACE.
10. EXISTING UTILITY EQUIPMENT TO REMAIN AND BE PROTECTED IN PLACE.
11. EXISTING BRIDGE TO REMAIN AND BE PROTECTED IN PLACE.
12. EXISTING SIGNS TO REMAIN AND BE PROTECTED IN PLACE.
13. EXISTING PLANTING TO REMAIN AND BE PROTECTED IN PLACE.
14. EXISTING PAVING TO REMAIN AND BE PROTECTED IN PLACE.
15. EXISTING SITE FURNISHINGS TO REMAIN AND BE PROTECTED IN PLACE.

DEMOLITION NOTES

1. ALL ITEMS SCHEDULED FROM REMOVAL SHALL BE PROPERLY AND LEGALLY DISPOSED OF. VERIFY WITH **CITY OF MADERA** PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL PROTECT ALL SITE FEATURES UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL PROTECT ALL UTILITY STRUCTURES UNLESS OTHERWISE NOTED.
4. CONSTRUCTION FENCE SHALL BE INSTALLED THROUGHOUT THE DURATION OF PROJECT CONSTRUCTION AFTER CITY APPROVAL ON LAYOUT. CONTRACTOR SHALL LIMIT PARKING AREA AND ROAD CLOSURES AND COORDINATE WITH CITY.
5. TREE PROTECTION FENCE TO BE INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES, INCLUDING DEMOLITION, AND REMAIN IN PLACE UNTIL FINAL PROJECT ACCEPTANCE.
6. ALL TREE PROTECTION FENCING TO BE AT THE DRIPLINES, TYP. UNLESS SPECIFICALLY NOTED.
7. CONTRACTOR TO COORDINATE WITH CITY ARBORIST REGARDING ANY ANTICIPATED DAMAGE TO EXISTING TREE ROOTS DUE TO DEMOLITION OR CONSTRUCTION ACTIVITIES.



LOCATION MAP

1"=500'

APPROVED BY THE CITY OF MADERA – PARKS DIRECTOR

SCALE: 1" = 30'

BY JOSEPH HEBERT, PARKS DIRECTOR DATE:

APPROVED BY THE CITY OF MADERA – CITY ENGINEER

BY KEITH HELMUTH, CITY ENGINEER DATE:

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DEMOLITION PLAN

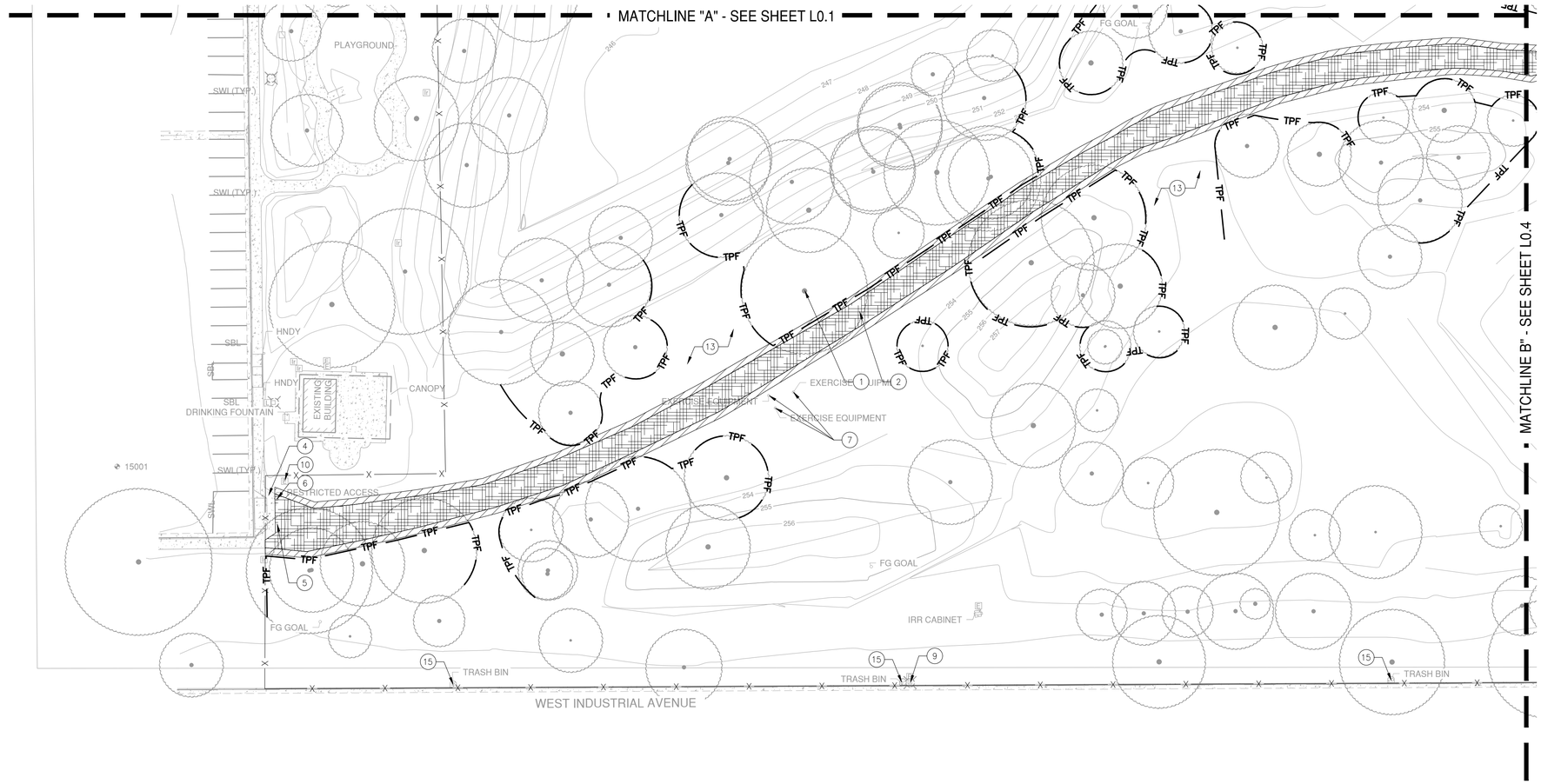
LICENSED LANDSCAPE ARCHITECT
SAMIR KHANNA #5810
Signature
05/31/25
Renewal Date
10/28/2024
Date
STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL/SK
DRAWN:	TL/SW
CHECKED:	SK
SCALE:	1"=30'
DATE:	10/28/2024
JOB NO.:	42780
FILE NO.:	42780–DEMO.DWG

SHEET NO.
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OF
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DEMOLITION LEGEND (NOT ALL MAY APPEAR ON THIS SHEET)

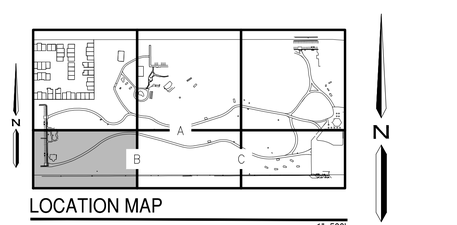
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- TPF — TREE PROTECTION FENCING (APPROX. 10,590 L.F. TOTAL)
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0 15 30 60
SCALE: 1" = 30'

100% SUBMITTAL

Know what's below. Call before you dig.

PLAN REVISIONS

NO.	DATE	REVISION

O'DELL ENGINEERING
a Westwood company
1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com
westwoodps.com

LANDSCAPE IMPROVEMENT PLANS
LIONS TOWN & COUNTRY PARK TRAIL RESTORATION
2300 HOWARD RD, MADERA, CA 93637
MADERA, CALIFORNIA

DEMOLITION PLAN

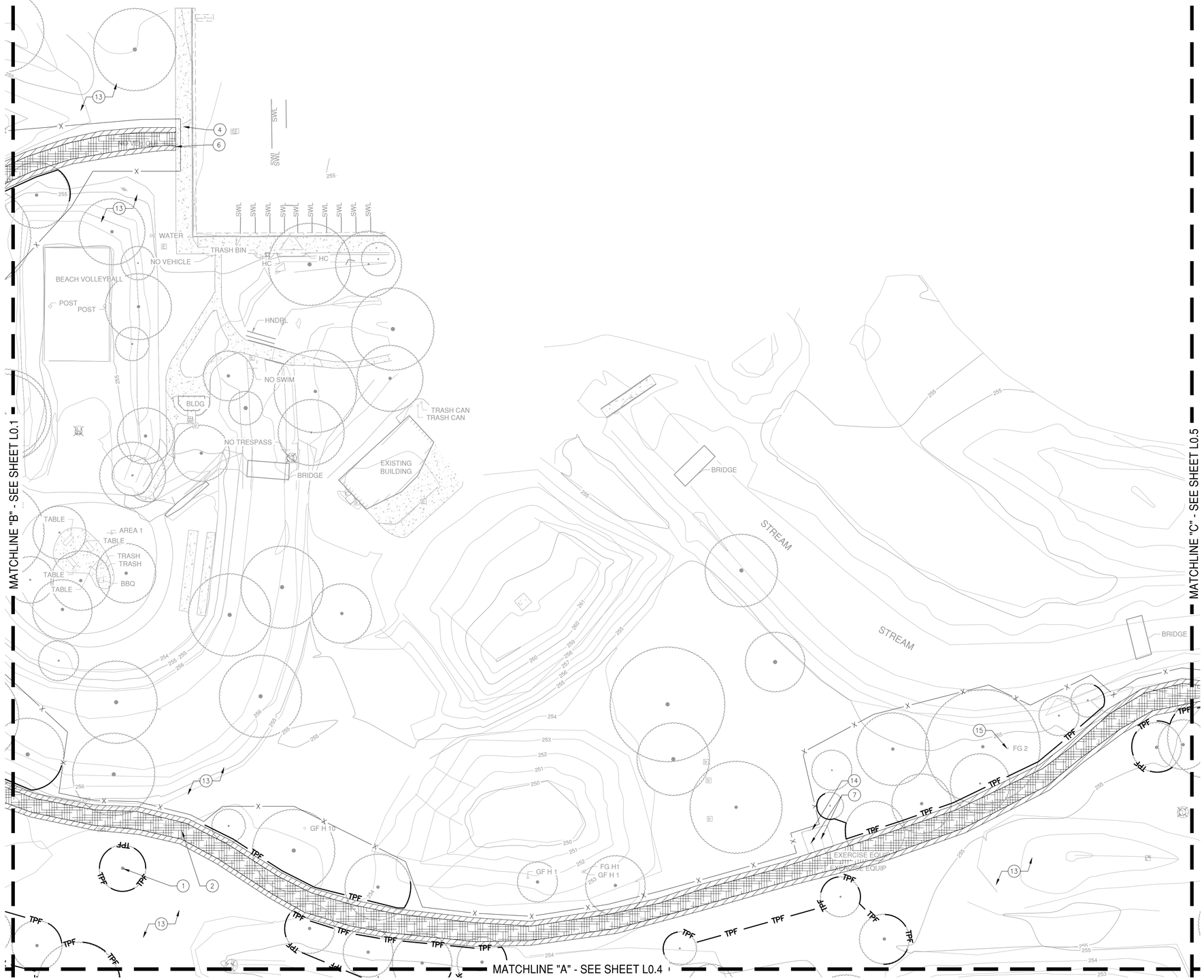
LICENSED LANDSCAPE ARCHITECT
TANYA KHANNA
Signature
05/31/25
Renewal Date
10/28/2024
Date
STATE OF CALIFORNIA

APPROVED:

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DRAWN:	TL/SW
CHECKED:	SK
SCALE:	1"=30'
DATE:	10/28/2024
JOB NO.:	42780
FILE NO.:	42780-DEMO.DWG

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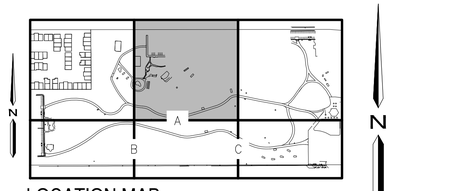
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SCALE: 1" = 30'

100% SUBMITTAL

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Modesto, CA 95350
odellengineering.com
westwoodps.com

LANDSCAPE IMPROVEMENT PLANS
LIONS TOWN & COUNTRY PARK TRAIL RESTORATION

2300 HOWARD RD, MADERA, CA 93637
MADERA, CALIFORNIA

DEMOLITION PLAN

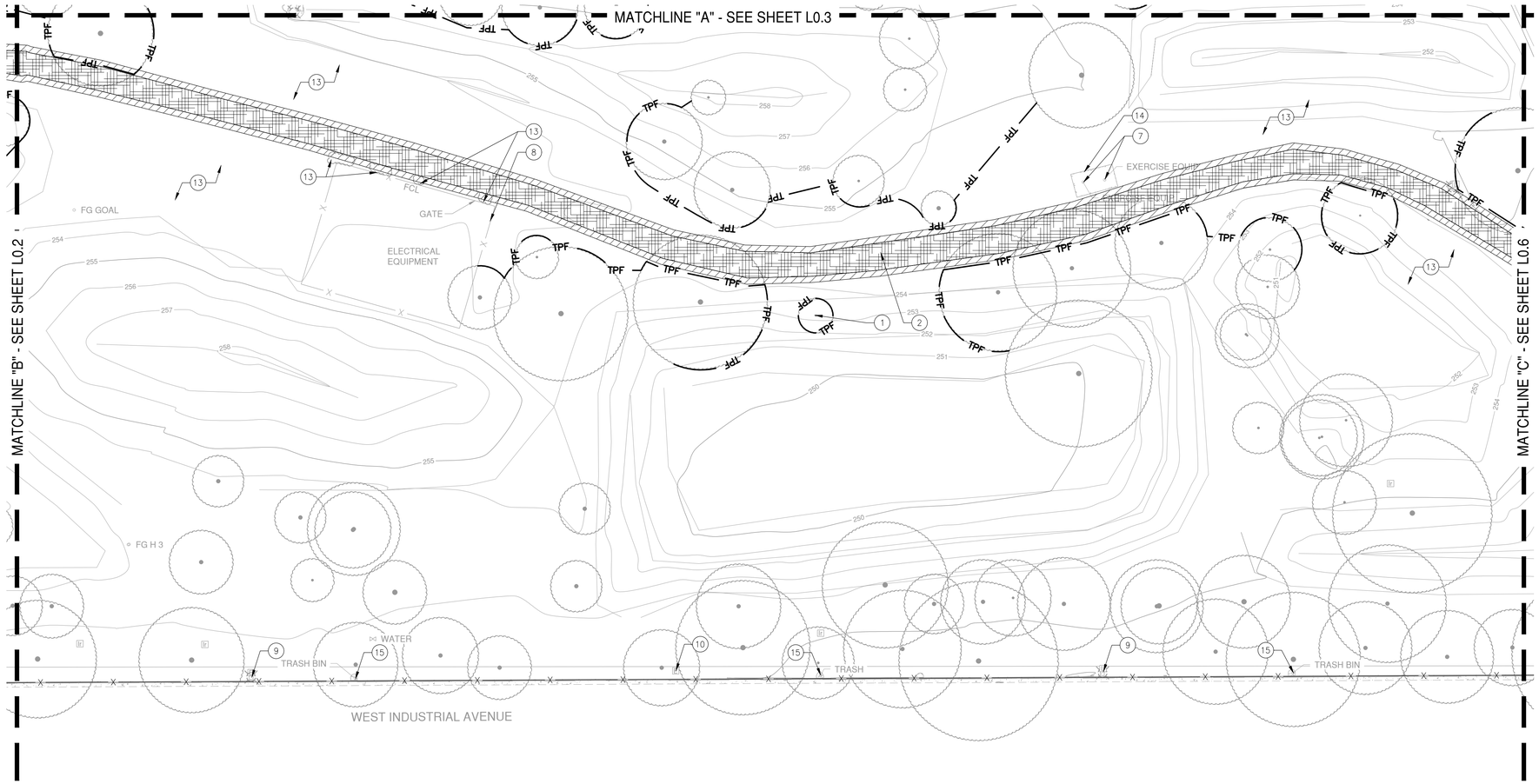
LICENSED LANDSCAPE ARCHITECT
SUMIR KHANNA #5165
Signature
05/31/25
Renewal Date
10/28/2024
Date
STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL/SK
DRAWN:	TL/SW
CHECKED:	SK
SCALE:	1"=30'
DATE:	10/28/2024
JOB NO.:	42780
FILE NO.:	42780-DEMO.DWG

SHEET NO.
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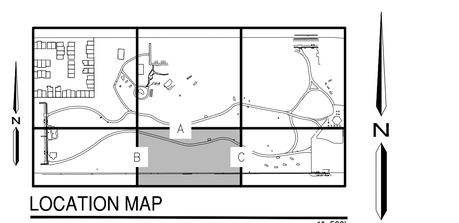
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LOCATION MAP

1"=500'

0 15 30 60

SCALE: 1" = 30'

100% SUBMITTAL

Know what's below. Call before you dig.

PLAN REVISIONS

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O'DELL ENGINEERING
a Westwood company
1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com
westwoodps.com

LANDSCAPE IMPROVEMENT PLANS
LIONS TOWN & COUNTRY PARK TRAIL RESTORATION

2300 HOWARD RD, MADERA, CA 93637
MADERA, CALIFORNIA

DEMOLITION PLAN

LICENSED LANDSCAPE ARCHITECT
JAIVIR KHANNA 4578
Signature
05/31/25
Renewal Date
10/28/2024
Date
STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL/SK
DRAWN:	TL/SW
CHECKED:	SK
SCALE:	1"=30'
DATE:	10/28/2024
JOB NO.:	42780
FILE NO.:	42780-DEMO.DWG

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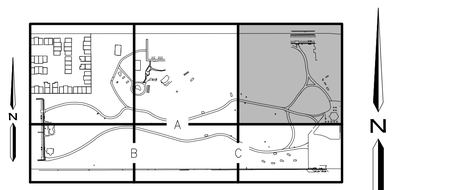
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LOCATION MAP

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0 15 30 60

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1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com
westwoodps.com

LANDSCAPE IMPROVEMENT PLANS
LIONS TOWN & COUNTRY PARK TRAIL RESTORATION
2300 HOWARD RD, MADERA, CA 93637
MADERA, CALIFORNIA

DEMOLITION PLAN

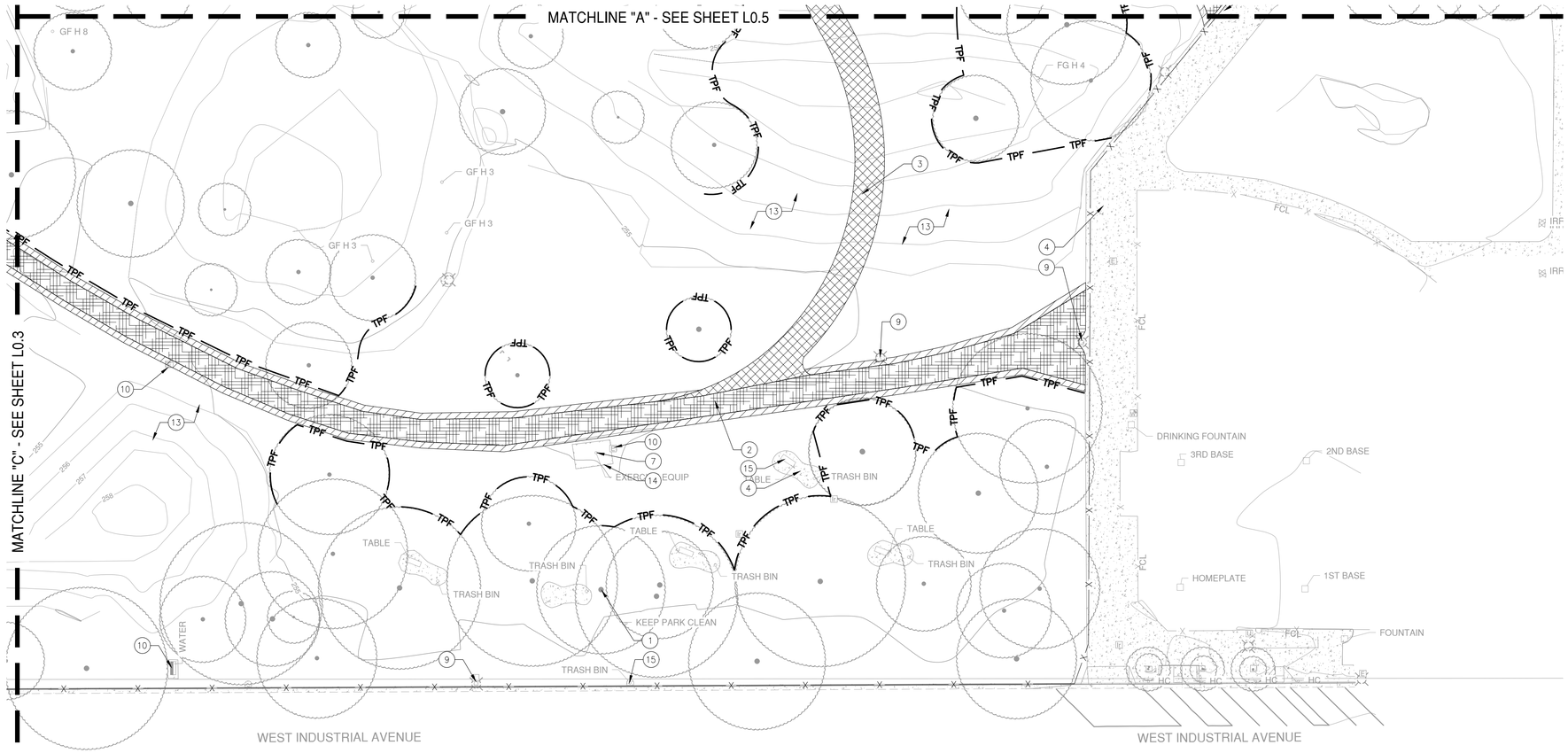
LICENSED LANDSCAPE ARCHITECT
ANVIR KHANNA
Signature
05/31/25
Renewal Date
10/28/2024
Date
STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL/SK
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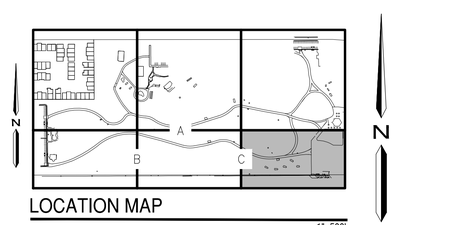
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SCALE: 1" = 30'

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T:\42780 LTC Park Trails\Landscape\ConstPlans\42780-DEMO.dwg HLI 15:10:25 10/25/2024

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a Westwood company
1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com
westwoodps.com

LANDSCAPE IMPROVEMENT PLANS
LIONS TOWN & COUNTRY PARK TRAIL RESTORATION

2300 HOWARD RD, MADERA, CA 93637
MADERA, CALIFORNIA

DEMOLITION PLAN

LICENSED LANDSCAPE ARCHITECT
JAIVIR KHANNA
Signature
05/31/25
Renewal Date
10/28/2024
Date
STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL/SK
DRAWN:	TL/SW
CHECKED:	SK
SCALE:	1"=30'
DATE:	10/28/2024
JOB NO.:	42780
FILE NO.:	42780-DEMO.DWG

SHEET NO.
L0.6
OF
33

CONTRACTOR RESPONSIBILITIES

1. CONTRACTOR IS TO VERIFY ALL PROPOSED INSTALLATIONS, CONDITIONS, AND SPECIFICATIONS PRIOR TO COMMENCING WITH ANY PORTION OF WORK. ANY DISCREPANCIES, DELETIONS OR INCONSISTENCIES ARE TO BE REPORTED TO THE UTILITY COMPANY'S INSPECTOR BEFORE ORDERING MATERIAL OR COMMENCING WORK. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SPECIFICATIONS. ANY UNAUTHORIZED VARIATION FROM PLANS OR SPECIFICATION WILL BE CORRECTED BY CONTRACTOR PRIOR TO INSTALLATION AT CONTRACTOR'S EXPENSE.
2. CONTRACTOR IS RESPONSIBLE FOR PROVIDING FINAL GRADE OF ALL VAULTS, ENCLOSURES, AND PADS. DOCUMENTATION OF ABSOLUTE ELEVATION FOR STRUCTURES TO BE PROVIDED TO THE UTILITY COMPANY'S INSPECTOR BY SURVEYOR AT TIME OF STAKING. ANY VARIANCE FROM SPECIFIED FINAL GRADE SHALL BE CORRECTED BY CONTRACTOR PRIOR TO INSTALLATION.
3. CONTRACTOR IS TO PROVIDE AND INSTALL ALL UNDERGROUND FACILITIES SHOWN ON THIS DRAWING IN ACCORDANCE WITH THE UTILITY COMPANY'S STANDARDS.
4. CONTRACTOR IS TO PROVIDE ALL TRENCHING, SHADING, BACKFILL, COMPACTION, AND RESTORATION.
5. CONTRACTOR TO OBTAIN ALL ENCROACHMENT PERMITS FROM APPROPRIATE ENTITIES WITHIN PROJECT BOUNDARY.

NOTICES

1. CALL UNDERGROUND SERVICE ALERT AT LEAST TWO WORKING DAYS NOTICE PRIOR TO EXCAVATING. DELINEATE THE AREA TO BE EXCAVATED BEFORE CALLING USA. DELINEATED AREAS SHOULD BE IDENTIFIED IN WHITE MARKINGS WITH THE REQUESTER'S COMPANY NAME OR LOGO WITHIN THE PRE-MARKED ZONES.
2. MAINTAIN A MINIMUM 3' SEPARATION BETWEEN JOINT TRENCH AND WET UTILITIES. SEPARATION IS MEASURED FROM THE CLOSEST EDGE OF THE JOINT TRENCH TO THE CLOSEST EDGE OF ANY WET FACILITY.

STORM WATER POLLUTION PREVENTION:

1. STORM WATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE PREPARED BY O'DELL ENGINEERING IN ACCORDANCE WITH THE CURRENT STATE WATER RESOURCES CONTROL BOARD N.P.D.E.S. (NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT REQUIREMENTS. THE SWPPP SHALL BE AVAILABLE AT THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION. A QSD/QSP SHALL BE RETAINED FOR THE DURATION OF THE PROJECT AND SHALL BE RESPONSIBLE TO COORDINATE AND REQUIRE COMPLIANCE WITH REQUIREMENTS BY THE REGIONAL WATER QUALITY CONTROL BOARD AND TO MONITOR THE PROJECT UNTIL ITS COMPLETION. SWPPP SITE INSPECTION CHECKLIST PREPARED BY THE QSD/QSP SHALL BE FURNISHED TO THE CITY ENGINEER AT LEAST ONCE A MONTH OR EACH TIME IT'S BEING PREPARED FOR THE PROJECT. ANNUAL REPORTS SHALL BE FURNISHED TO THE CITY. ALL CLOSE OUT DOCUMENTS INCLUDING SITE PHOTOS, REPORTS, AND N.O.T. SHALL BE FURNISHED TO THE CITY AT TIME OF COMPLETION.

FEMA FLOOD ZONE:

FIRM PANEL: 1155 OF 1385
MAP NUMBER: 06039C1160E
EFFECTIVE DATE: SEPTEMBER 26, 2008
FLOOD ZONE: ZONE X

ADA PATH OF TRAVEL NOTE

CONTRACTOR TO VERIFY THAT ALL SLOPES ALONG ADA PATH OF TRAVEL DO NOT EXCEED 2% CROSS SLOPE AND 5% RUNNING SLOPE (EXCEPT AT RAMP LOCATIONS, WHICH CANNOT EXCEED 8.33% RUNNING SLOPE). LANDINGS SHALL NOT EXCEED 2% IN ALL DIRECTIONS. ADA PATH OF TRAVEL MUST CONFORM TO STATE AND FEDERAL REGULATION.

GRADING NOTES

1. ALL GRADING ACTIVITIES SHALL BE COMPLETED IN STRICT ACCORDANCE WITH GEOTECHNICAL REPORT, GEOTECHNICAL INVESTIGATION REPORT DATED .
2. THE GRADING AREAS SHOULD BE PREPARED FOR GRADING BY REMOVING EXISTING VEGETATION, LARGE ROOTS, DEBRIS, AND OTHER POTENTIALLY DELETERIOUS MATERIALS. THE SITE PREPARATION OPERATIONS SHOULD BE OBSERVED BY THE GEOTECHNICAL ENGINEER.
3. EXISTING UTILITY LINES THAT WILL NOT REMAIN IN SERVICE SHOULD BE EITHER REMOVED OR PROPERLY ABANDONED. THE APPROPRIATE METHOD OF UTILITY ABANDONMENT WILL DEPEND UPON THE TYPE, DEPTH, AND LOCATION OF THE UTILITY. RECOMMENDATIONS FOR ABANDONMENT CAN BE MADE AS NECESSARY.
4. CONTRACTOR SHALL VERIFY THAT ALL SLOPES ALONG PATHWAY CONFORM TO STATE AND FEDERAL REGULATIONS.
5. PROPOSED ELEVATIONS TO MATCH GRADES AT NEW SIDEWALK ALONG OLIVE AVENUE AND KNOX STREET. ELEVATIONS WERE INTERPOLATED BASED ON SURVEY FROM OTHERS.
6. ANY DAMAGED OR BROKEN CONCRETE DUE TO CONSTRUCTION SHALL BE REPAIRED/REPLACED IN-KIND BY THE CONTRACTOR.
7. FOR SURFACE MATERIALS AND FINISHES SEE LANDSCAPE PLANS SHEETS L1.0 TO L1.6.

MONUMENT PRESERVATION:

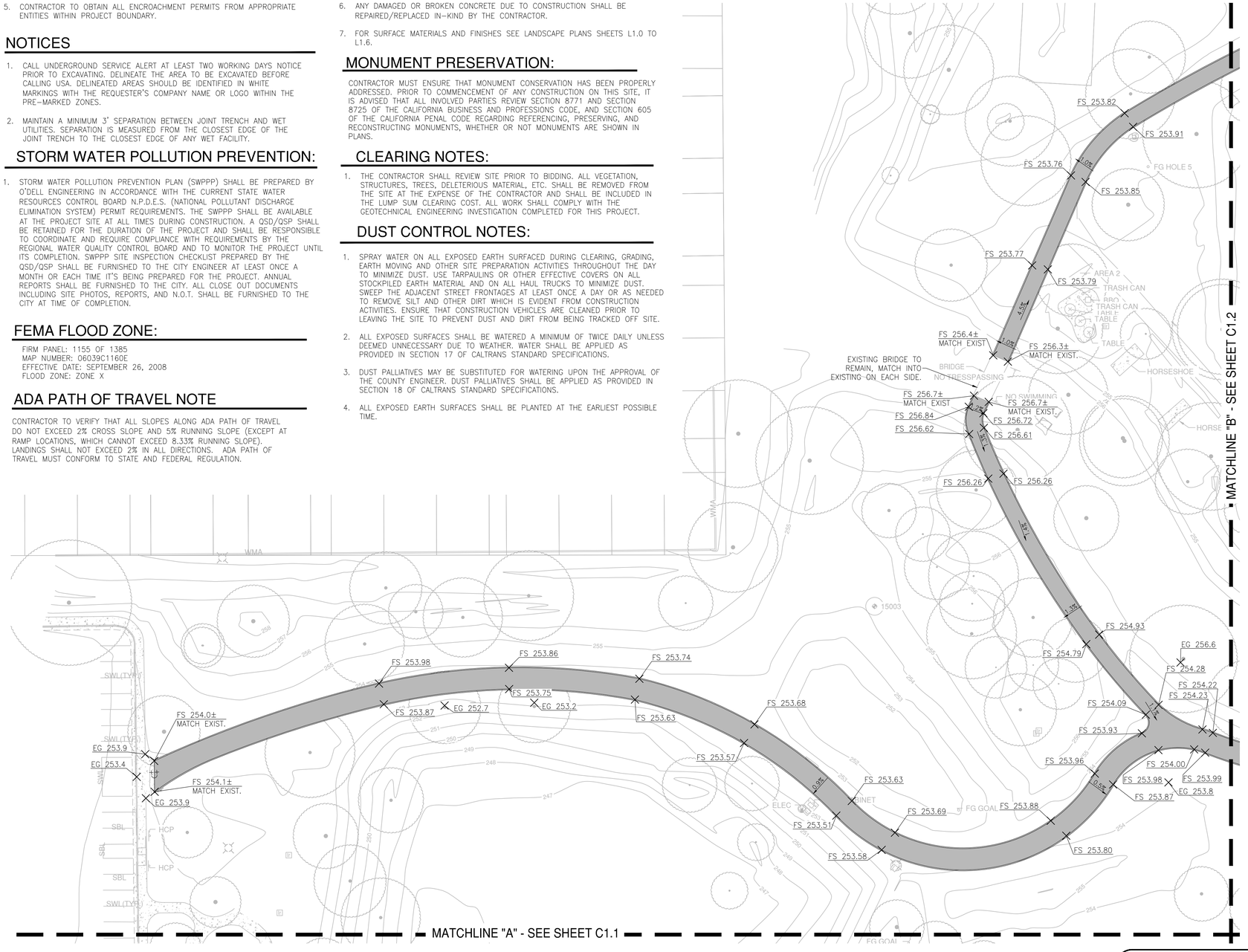
CONTRACTOR MUST ENSURE THAT MONUMENT CONSERVATION HAS BEEN PROPERLY ADDRESSED. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ON THIS SITE, IT IS ADVISED THAT ALL INVOLVED PARTIES REVIEW SECTION 8771 AND SECTION 8725 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE, AND SECTION 605 OF THE CALIFORNIA PENAL CODE REGARDING REFERENCING, PRESERVING, AND RECONSTRUCTING MONUMENTS, WHETHER OR NOT MONUMENTS ARE SHOWN IN PLANS.

CLEARING NOTES:

1. THE CONTRACTOR SHALL REVIEW SITE PRIOR TO BIDDING. ALL VEGETATION, STRUCTURES, TREES, DELETERIOUS MATERIAL, ETC. SHALL BE REMOVED FROM THE SITE AT THE EXPENSE OF THE CONTRACTOR AND SHALL BE INCLUDED IN THE LUMP SUM CLEARING COST. ALL WORK SHALL COMPLY WITH THE GEOTECHNICAL ENGINEERING INVESTIGATION COMPLETED FOR THIS PROJECT.

DUST CONTROL NOTES:

1. SPRAY WATER ON ALL EXPOSED EARTH SURFACED DURING CLEARING, GRADING, EARTH MOVING AND OTHER SITE PREPARATION ACTIVITIES THROUGHOUT THE DAY TO MINIMIZE DUST. USE TARPAULINS OR OTHER EFFECTIVE COVERS ON ALL STOCKPILED EARTH MATERIAL AND ON ALL HAUL TRUCKS TO MINIMIZE DUST. SWEEP THE ADJACENT STREET FRONTAGES AT LEAST ONCE A DAY OR AS NEEDED TO REMOVE SILT AND OTHER DIRT WHICH IS EVIDENT FROM CONSTRUCTION ACTIVITIES. ENSURE THAT CONSTRUCTION VEHICLES ARE CLEANED PRIOR TO LEAVING THE SITE TO PREVENT DUST AND DIRT FROM BEING TRACKED OFF SITE.
2. ALL EXPOSED SURFACES SHALL BE WATERED A MINIMUM OF TWICE DAILY UNLESS DEEMED UNNECESSARY DUE TO WEATHER. WATER SHALL BE APPLIED AS PROVIDED IN SECTION 17 OF CALTRANS STANDARD SPECIFICATIONS.
3. DUST PALLIATIVES MAY BE SUBSTITUTED FOR WATERING UPON THE APPROVAL OF THE COUNTY ENGINEER. DUST PALLIATIVES SHALL BE APPLIED AS PROVIDED IN SECTION 18 OF CALTRANS STANDARD SPECIFICATIONS.
4. ALL EXPOSED EARTH SURFACES SHALL BE PLANTED AT THE EARLIEST POSSIBLE TIME.



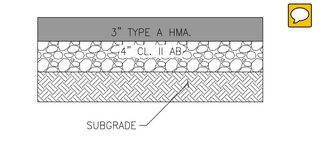
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GRADING LEGEND

- GRADE BREAK/RIDGE LINE
- FLOW LINE
- X.XX% — SLOPE DIRECTION AND PERCENTAGE
- HMA PAVEMENT SEE DETAIL A, SHEET C1.0 FOR SECTION
- MATCH GRADE/FLUSH
- EX FS X.XX — SPOT ELEVATION (EXISTING)
- FS X.XX — SPOT ELEVATION (PROPOSED)

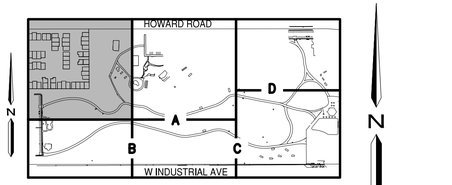
ABBREVIATIONS

BR	BOTTOM OF RAMP	PC	PLAY CURB (TOP OF)
BS	BOTTOM OF STEP	PP	PERFORATED PIPE
BW	BOTTOM OF WALL	RS	RUBBER SURFACING
DI	DRAIN INLET		(TOP OF POUR-IN-PLACE)
EP	EDGE OF PAVEMENT	TC	TOP OF CURB
EX	EXISTING	TCB	TOP OF CONCRETE BAND
FG	FINISH GRADE (SOIL)	TDS	TOP OF DRINKING FOUNTAIN SUMP
FL	FLOW LINE	TFG	TOP OF FOOTING
FS	FINISH SURFACE (CONCRETE)	TP	TOP OF PILASTER
FSS	FINISH SUB-SURFACE	TPS	TOP OF PLAY AREA SUMP
FW1	FRONT OF WALK	TR	TOP OF RAMP
G1	GUTTER AT FLOW LINE	TRE	TREE ELEVATION
GB	GRADE BREAK	TS	TOP OF STEP
HP	HIGH POINT	TW	TOP OF WALL
INV	INVERT	TWF	TOP OF WALL FOOTING
LP	LOW POINT		



A AC PATH SECTION

NOT TO SCALE



LOCATION MAP

1"=500'

SCALE: 1" = 30'

APPROVED BY THE CITY OF MADERA – PARKS DIRECTOR

BY: JOSEPH HEBERT, PARKS DIRECTOR DATE:

APPROVED BY THE CITY OF MADERA – CITY ENGINEER

BY: KEITH HELMUTH, CITY ENGINEER DATE:

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PLAN REVISIONS

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O'DELL ENGINEERING
a Westwood company
1165 Scenic Drive, Suite A
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odellengineering.com
westwoods.com

LANDSCAPE IMPROVEMENT PLANS
LIONS TOWN & COUNTRY PARK TRAIL RESTORATION

2300 HOWARD RD, MADERA, CA 93637
MADERA, CALIFORNIA

GRADING & DRAINAGE PLAN

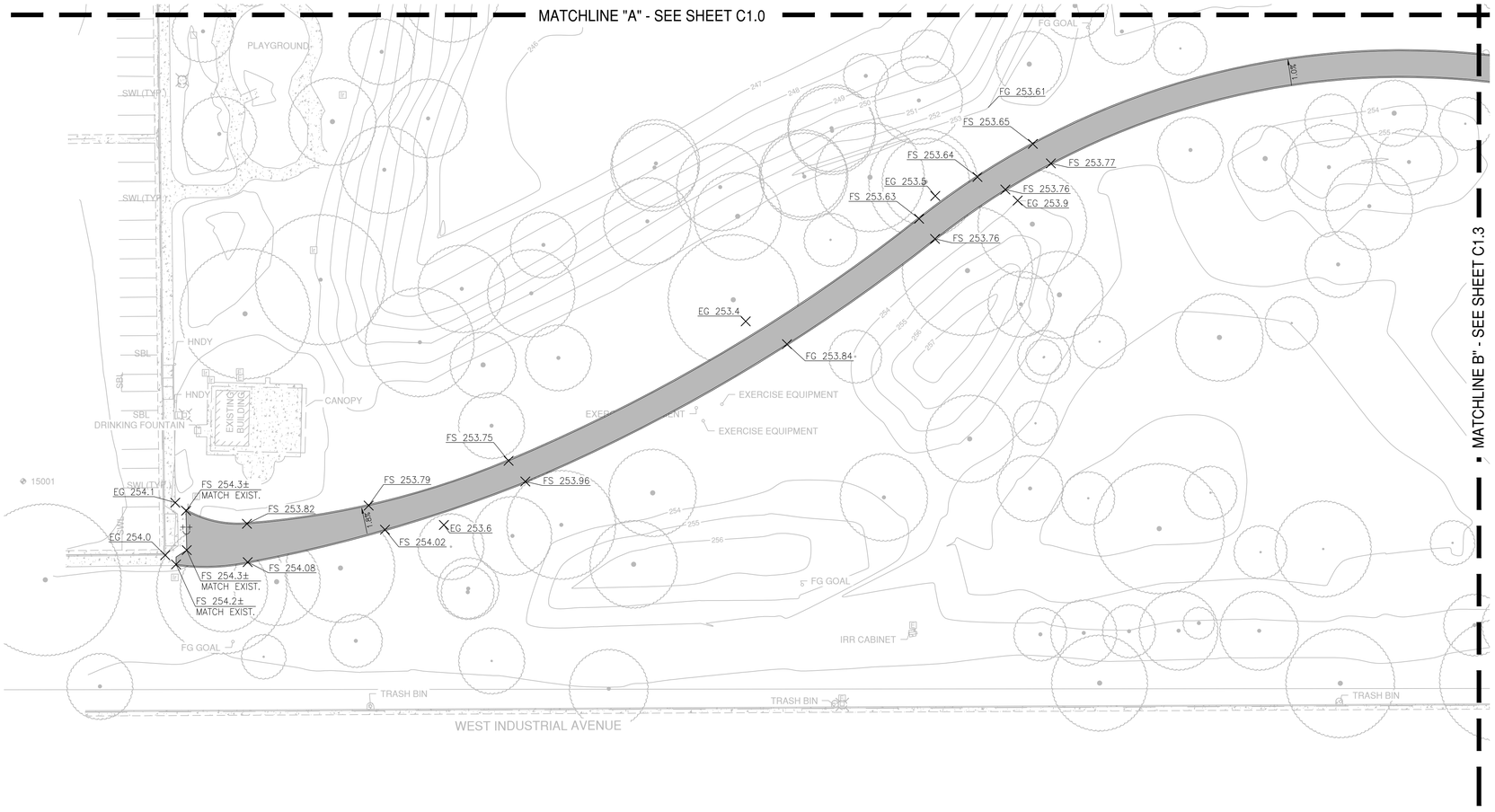
REGISTERED PROFESSIONAL ENGINEER KRISTEN SCHEUTZ No. 75665 CIVIL STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL/SK
DRAWN:	TL/SW
CHECKED:	SK
SCALE:	1"=30'
DATE:	10/28/2024
JOB NO.:	42780
FILE NO.:	42780-GR.DWG

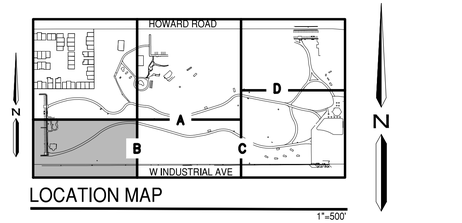
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GRADING LEGEND

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LOCATION MAP

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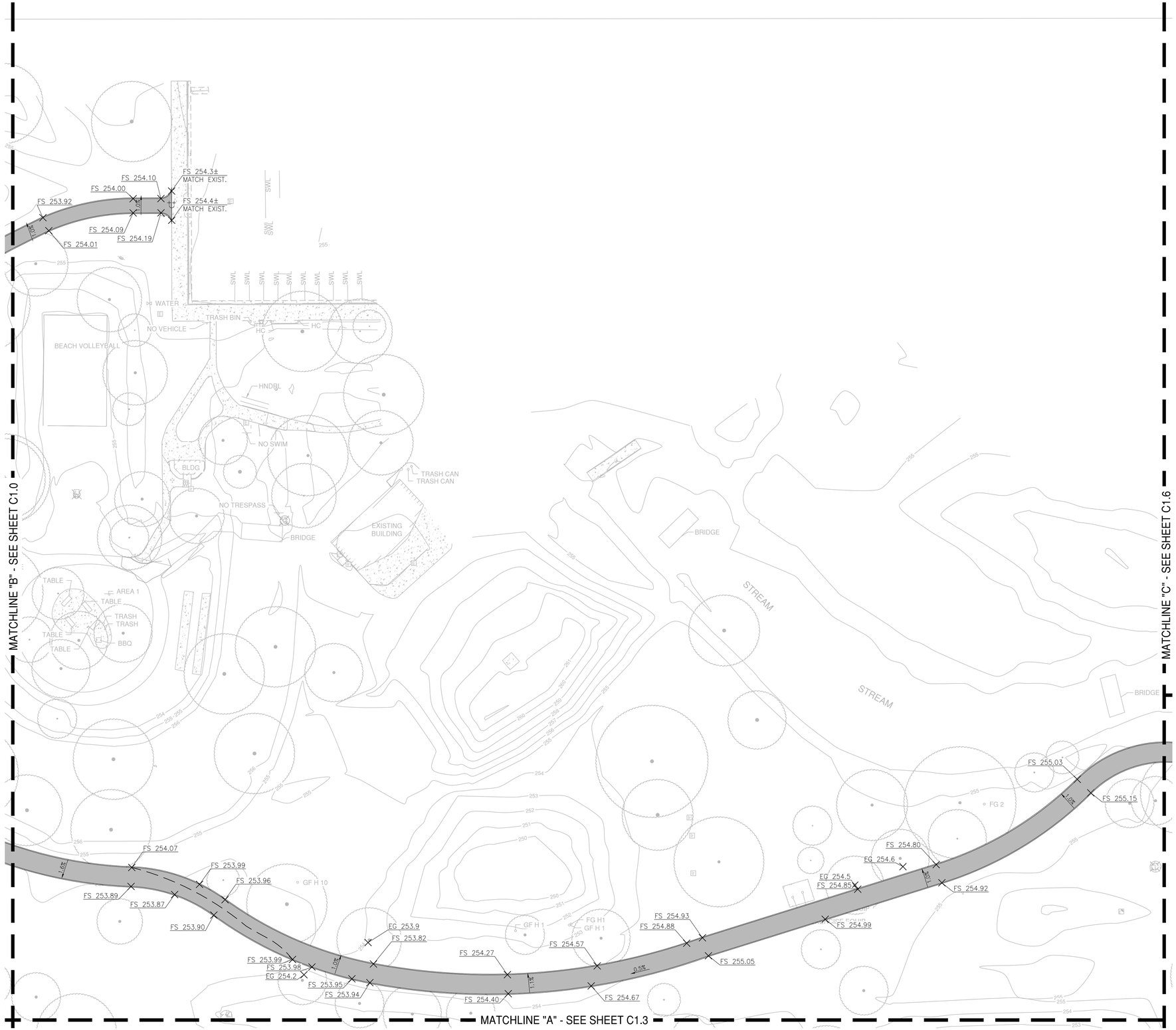
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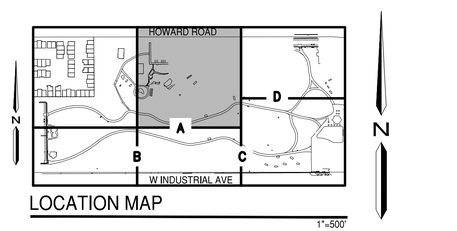
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LOCATION MAP

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GRADING & DRAINAGE PLAN

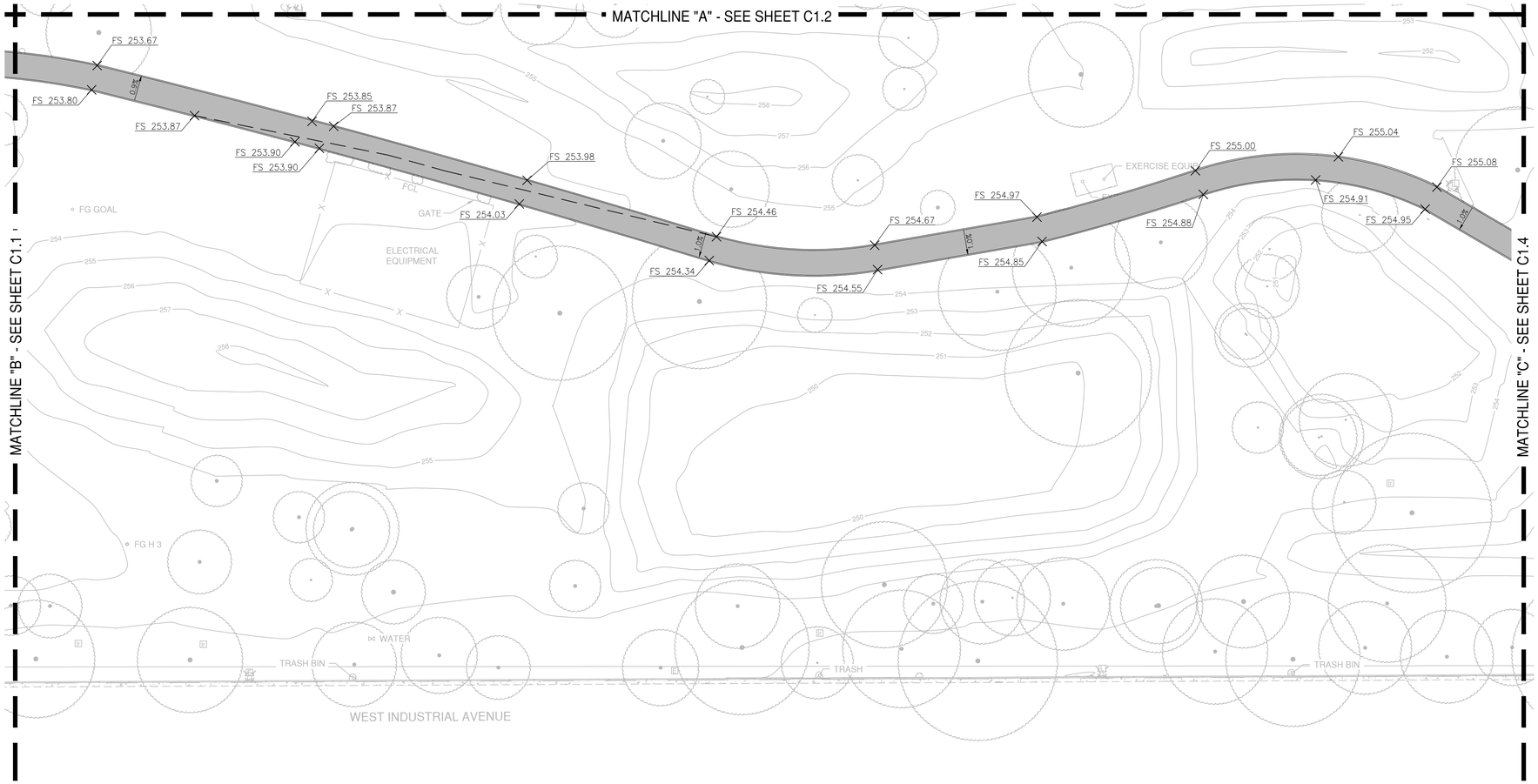
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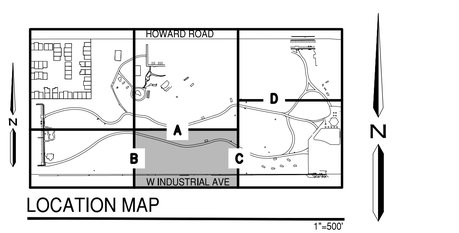
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LOCATION MAP

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CIVIL
STATE OF CALIFORNIA

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FILE NO.:	42780-GR.DWG

SHEET NO.
C1.3
OF
33

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MATCHLINE "D" - SEE SHEET C1.5

MATCHLINE "C" - SEE SHEET C1.2 AND C1.3

FS 255.22
FS 255.27
FS 255.34
FS 255.39
1.0%
FS 255.43
EG 255.4
0.2%
FS 255.52
FS 255.92
FS 255.91
FS 255.86
EG 256.3
EG 255.4
FS 255.74
FS 255.62
FS 255.70
FS 255.69
FG GOAL
FS 255.64
FS 256.08
FS 256.17
FS 256.25
FS 255.77
FS 255.79
FS 255.87
EG 255.7
FS 255.40
FS 255.54
1.0%
FS 255.12
FS 255.32
FS 255.2± MATCH EXIST.
FS 255.3± MATCH EXIST.
COL. (TYP.)
EG 255.4
FS 255.33
EG 255.1
FS 255.64
FS 255.6± MATCH EXIST.
0.2%
EG 255.1
FS 255.7± MATCH EXIST.
FS 255.2± MATCH EXIST.
STREET LIGHT
EXISTING BUILDING ROLL UP DOOR
FS 256.46
FS 256.25
FS 257.16
1.1%
FS 257.06
HP 258.53
FG H 4
EG 255.9
EG 255.9
FCL
FS 256.96
FS 257.22
0.5%
FS 255.80
FS 255.92
FS 255.6± MATCH EXIST.
FS 255.33
FCL
EG 255.7
FS 255.4± MATCH EXIST.
FS 255.35
FS 255.17
FS 255.32
FS 255.22
FS 255.15
FS 255.17
FS 255.11
0.4%
FS 255.00
FS 255.05
FS 255.13
0.8%
FS 255.07
FS 255.08
EG 255.0
EXERCISE EQUIP
FS 255.16
FS 255.04
FG 255.01
FS 255.24
FS 255.24
EG 254.8
FS 255.12
FS 255.12
FS 255.19
GF H 3
GF H 3
GF H 3
GF H 8
TABLE
TRASH BIN
TABLE
TRASH BIN
TABLE
TRASH BIN
TRASH BIN
KEEP PARK CLEAN
TRASH BIN
WATER
DRINKING FOUNTAIN
3RD BASE
2ND BASE
EG 255.7
TABLE
TRASH BIN
HOMEPLATE
1ST BASE
FCL
FOUNTAIN
HC
WEST INDUSTRIAL AVENUE
WEST INDUSTRIAL AVENUE
15007

GRADING LEGEND

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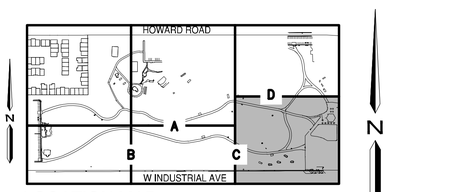
PLAN REVISIONS

NO.	DATE	REVISION

O'DELL ENGINEERING
a **Westwood** company
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Modesto, CA 95350
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westwoodps.com

LANDSCAPE IMPROVEMENT PLANS
LIONS TOWN & COUNTRY PARK TRAIL RESTORATION
2300 HOWARD RD, MADERA, CA 93637
MADERA, CALIFORNIA

GRADING & DRAINAGE PLAN



LOCATION MAP

1"=500'

0 15 30 60

SCALE: 1" = 30'

REGISTERED PROFESSIONAL ENGINEER
KRISTEN SCHEIDT
No. 75665
CIVIL
STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL/SK
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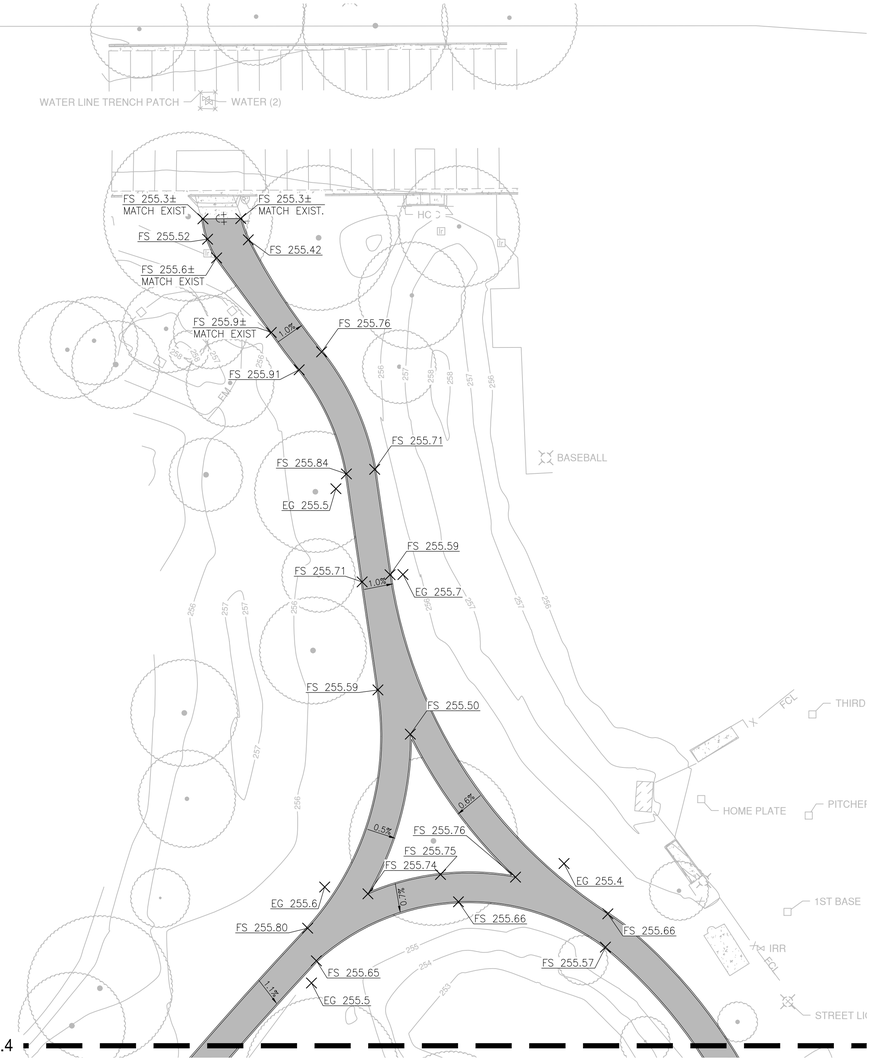
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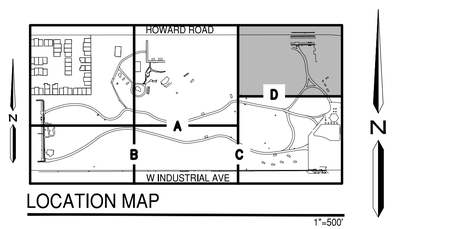
MATCHLINE "C" - SEE SHEET C1.2



MATCHLINE "D" - SEE SHEET C1.4

GRADING LEGEND

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LOCATION MAP

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0 15 30 60

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MADERA, CALIFORNIA

GRADING AND DRAINAGE PLAN

REGISTERED PROFESSIONAL ENGINEER
KRISTEN SCHEIDT
No. 75665
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STATE OF CALIFORNIA

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SHEET NO.
C1.5
OF
33

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GENERAL NOTES

1. COORDINATE INSTALLATION OF **SITE FURNISHING** WITH OTHER WORK OF **GRADING**.
2. ALL SITE FURNISHINGS SHALL BE LOCATED AS SHOWN ON THE DRAWINGS, AND ASSEMBLED AND INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS. SITE FURNISHING INSTALLATION SCHEDULE SHALL BE COORDINATED WITH OTHER CONTRACTORS TO AVOID CONFLICT AND POSSIBLE DAMAGE.
3. MANUFACTURER NAMED ITEMS ARE FOR STANDARD OF REFERENCE AND DO NOT NECESSARILY LIMIT SUPPLY TO NAMED MANUFACTURERS.
4. CONTRACTOR SHALL EXAMINE RELATED WORK AND SURFACES BEFORE STARTING WORK OF THIS SECTION AND SHOULD REPORT TO THE **LANDSCAPE ARCHITECT AND/OR OWNER** IN WRITING ANY CONDITIONS WHICH WILL PREVENT THE PROPER PROVISION OF WORK. BEGINNING THE WORK OF THIS SECTION WITHOUT REPORTING UNSUITABLE CONDITIONS CONSTITUTES ACCEPTANCE OF CONDITIONS. ANY REQUIRED REMOVAL, REPAIR OR REPLACEMENT OF WORK CAUSED BY UNSUITABLE CONDITIONS SHALL BE DONE AT NO ADDITIONAL COST TO THE **OWNER**.
5. CONTRACTOR SHALL PROVIDE CONSTRUCTION STAKING.
6. CONTRACTOR SHALL PROVIDE COMPACTION TESTING. REPORTS SHALL BE DELIVERED DIRECTLY FROM THE LAB TO THE OWNER OR OWNER REPRESENTATIVE.
7. ALL EARTHWORK, GRADING AND SOIL DELIVERY/REMOVAL SHALL BE PROVIDED BY THE CONTRACTOR.

SITE FEATURE SCHEDULE

ITEM	DESCRIPTION / MODEL	COLOR	QUANTITY	MANUFACTURER / SUPPLIER / INFORMATION	DET REF.
1	RELOCATED SIGN	–	4	APPROVE LOCATIONS WITH CITY MANAGER OR PARKS DEPARTMENT PRIOR TO RE-INSTALLATION	–
2	6" CONCRETE HEADER	STANDARD GRAY	11,265 L.F.	INSTALL PER DETAILS	2/L3.0
3	CENTERLINE TRAIL STRIPING – 2" WIDE DASHED LINE	WHITE	6,080 L.F.	INSTALL PER FIGURE 9C-101 (CA) OF 2014 CALIFORNIA MUTCD. MARKINGS SHALL BE DASHED (WHERE PASSING IS PERMITTED) OR SOLID LINE (WHERE PASSING IS PERMITTED).	MUTCD DET. 3/L3.0

SITE FINISH SCHEDULE

FINISH	DESCRIPTION	COLOR	QUANTITY	PATTERN / INFORMATION	DET REF.
A	ASPHALTIC CONCRETE	STANDARD	69,534 S.F.	INSTALL PER DETAILS	1/L3.0

REFERENCE KEY

SCHEDULE KEY

APPROVED BY THE CITY OF MADERA – PARKS DIRECTOR

BY JOSEPH HEBERT, PARKS DIRECTOR DATE:

APPROVED BY THE CITY OF MADERA – CITY ENGINEER

BY KEITH HELMUTH, CITY ENGINEER DATE:

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odellengineering.com
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LANDSCAPE IMPROVEMENT PLANS
LIONS TOWN & COUNTRY PARK TRAIL RESTORATION

2300 HOWARD RD, MADERA, CA 93637
MADERA, CALIFORNIA

SITE FEATURES AND FINISHES LEGEND AND NOTES

LICENSED LANDSCAPE ARCHITECT
RAHUL KHANNA 6139
Signature
05/31/25
Renewal Date
10/28/2024
Date
STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL/SK
DRAWN:	TL/SW
CHECKED:	SK
SCALE:	NO SCALE
DATE:	10/28/2024
JOB NO.:	42780
FILE NO.:	42780-SF.DWG

SHEET NO.
L1.0
OF
33

T:\42780 LTC Park Trails\Landscape\ConstPlans\42780-SF.dwg HU 15:11:25 10/25/2024

SITE FEATURE SCHEDULE

ITEM	DESCRIPTION / MODEL
1	RELOCATED SIGN
2	6" CONCRETE HEADER
3	CENTERLINE TRAIL STRIPING – 2" WIDE DASHED LINE

SITE FINISH SCHEDULE

FINISH	DESCRIPTION
A	ASPHALTIC CONCRETE

NO SWIM
POST
POST
AREA 2
TRASH CAN
BBQ
TRASH CAN
TABLE
TABLE
NO TRESSPASSING
NO SWIMMING
SOUTH GRANADA DRIVE
HCP
HCP
MATCHLINE "A" - SEE SHEET L1.2
MATCHLINE "B" - SEE SHEET L1.3

100% SUBMITTAL

LOCATION MAP

SCALE: 1" = 30'

Know what's below. Call before you dig.

PLAN REVISIONS

NO.	DATE	REVISION

O'DELL ENGINEERING
a Westwood company
1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com
westwoodps.com

LANDSCAPE IMPROVEMENT PLANS
LIONS TOWN & COUNTRY PARK TRAIL RESTORATION
2300 HOWARD RD, MADERA, CA 93637
MADERA, CALIFORNIA

SITE FEATURES AND FINISHES PLAN

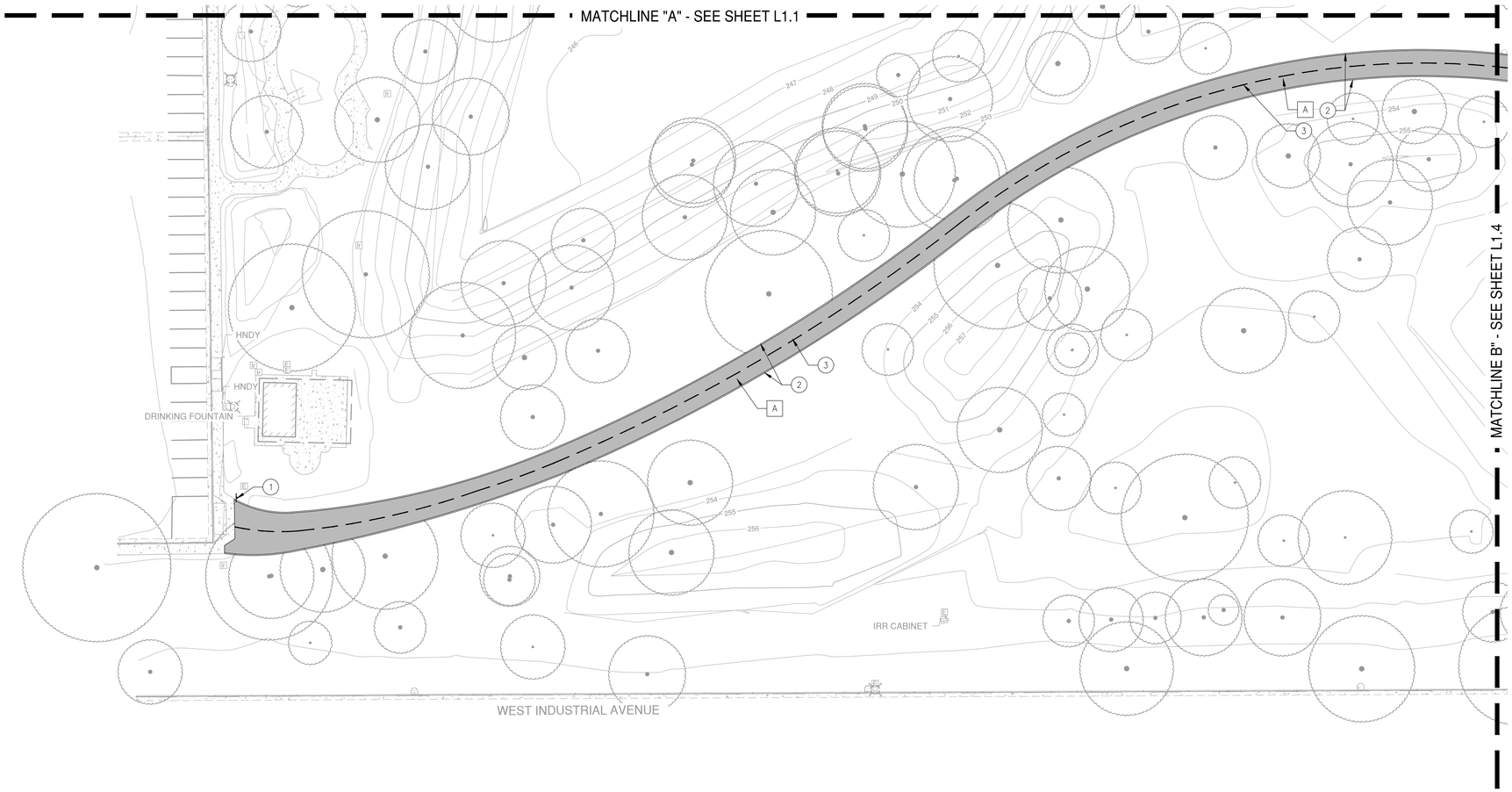
LICENSED LANDSCAPE ARCHITECT
JAIVIR KHANNA #5191
Signature
05/31/25
Renewal Date
10/26/2024
Date
STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL/SK
DRAWN:	TL/SW
CHECKED:	SK
SCALE:	1"=30'
DATE:	10/28/2024
JOB NO.:	42780
FILE NO.:	42780-SF.DWG

SHEET NO.
L1.1
OF
33

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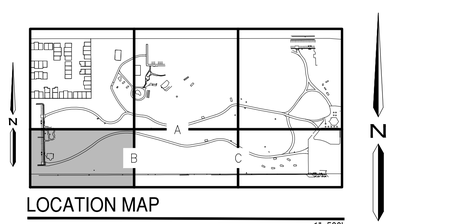


SITE FEATURE SCHEDULE

ITEM	DESCRIPTION / MODEL
1	RELOCATED SIGN
2	6" CONCRETE HEADER
3	CENTERLINE TRAIL STRIPING – 2" WIDE DASHED LINE

SITE FINISH SCHEDULE

FINISH	DESCRIPTION
A	ASPHALTIC CONCRETE



LOCATION MAP

1"=500'

0 15 30 60

SCALE: 1" = 30'

100% SUBMITTAL

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LANDSCAPE IMPROVEMENT PLANS
LIONS TOWN & COUNTRY PARK TRAIL RESTORATION

2300 HOWARD RD, MADERA, CA 93637
MADERA, CALIFORNIA

SITE FEATURES AND FINISHES PLAN

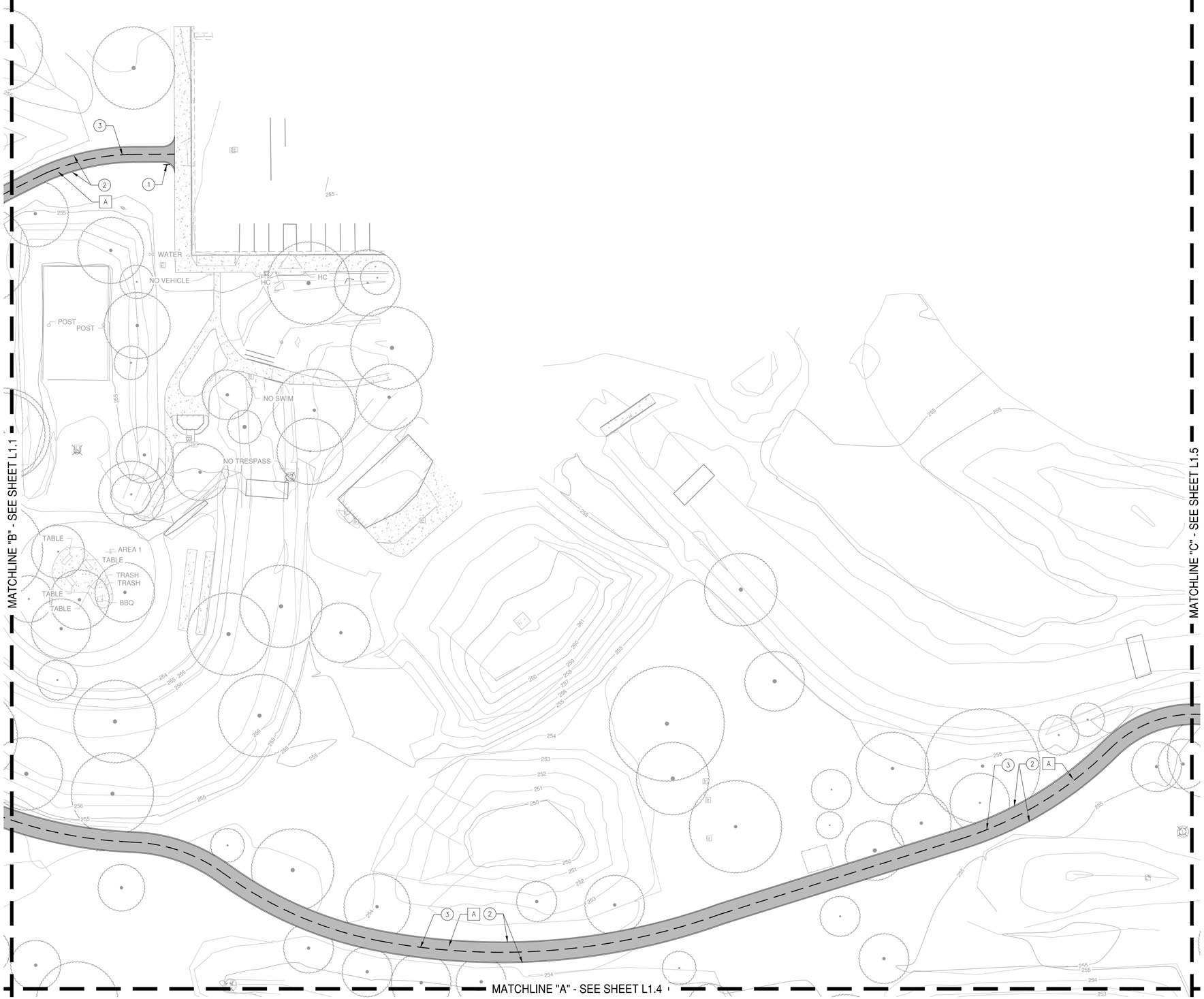
LICENSED LANDSCAPE ARCHITECT
JAIVIR KHANNA 4249
Signature
05/31/25
Renewal Date
10/28/2024
Date
STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL/SK
DRAWN:	TL/SW
CHECKED:	SK
SCALE:	1"=30'
DATE:	10/28/2024
JOB NO.:	42780
FILE NO.:	42780-SF.DWG

SHEET NO.
L1.2
OF
33

T:\42780 LTC Park Trails\Landscape\ConstPlans\42780-SF.dwg HJ 15:11:25 10/25/2024

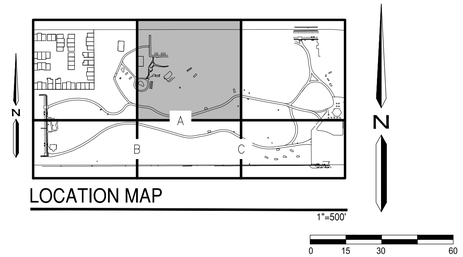


SITE FEATURE SCHEDULE

ITEM	DESCRIPTION / MODEL
1	RELOCATED SIGN
2	6" CONCRETE HEADER
3	CENTERLINE TRAIL STRIPING – 2" WIDE DASHED LINE

SITE FINISH SCHEDULE

FINISH	DESCRIPTION
A	ASPHALTIC CONCRETE



LOCATION MAP

1"=500'

0 15 30 60

SCALE: 1" = 30'

100% SUBMITTAL

Know what's below. Call before you dig.

PLAN REVISIONS

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Modesto, CA 95350
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westwoodps.com

LANDSCAPE IMPROVEMENT PLANS
LIONS TOWN & COUNTRY PARK TRAIL RESTORATION

2300 HOWARD RD, MADERA, CA 93637
MADERA, CALIFORNIA

SITE FEATURES AND FINISHES PLAN

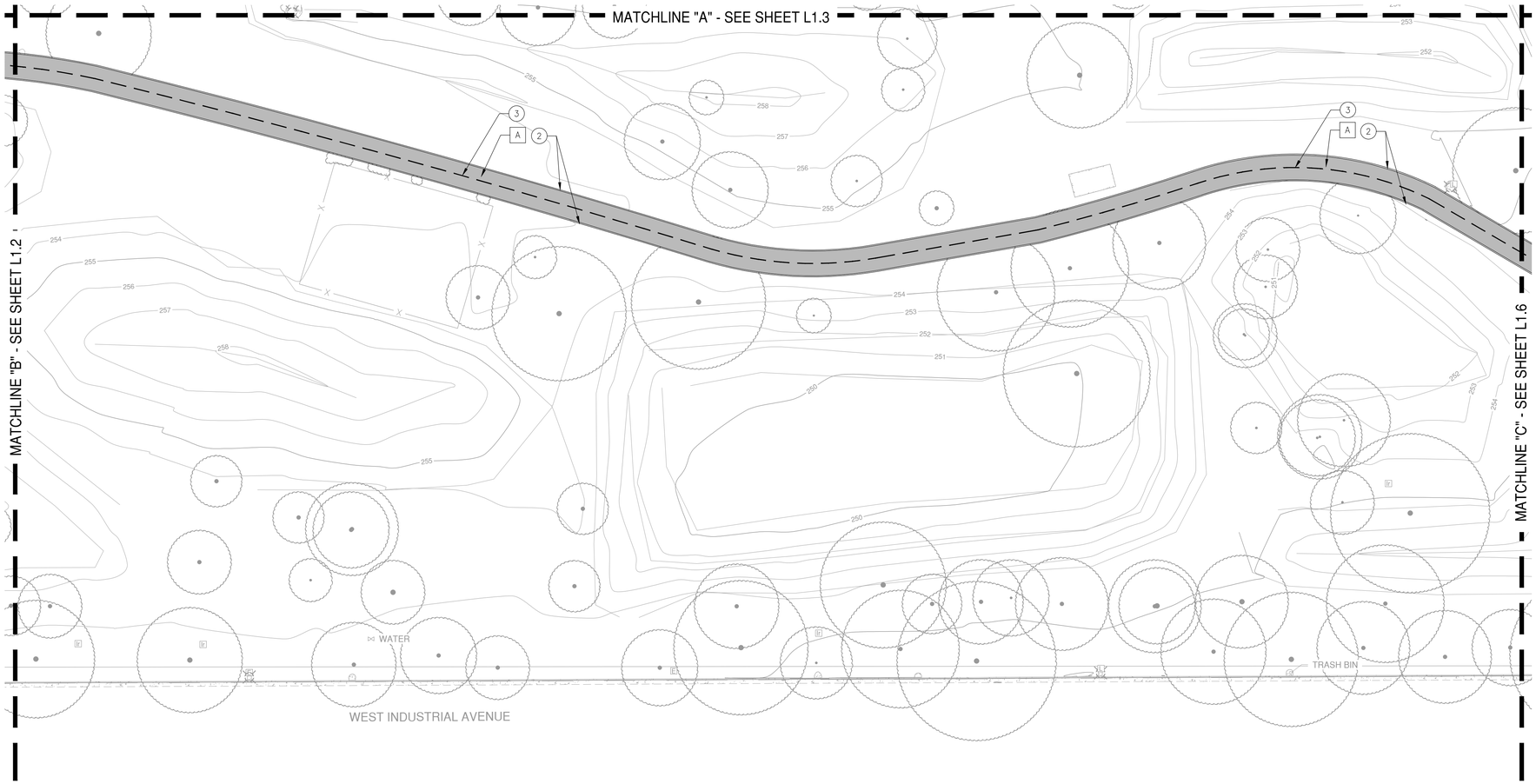
LICENSED LANDSCAPE ARCHITECT
TAMIR KHANNA #5961
Signature
05/31/25
Renewal Date
10/28/2024
Date
STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL/SK
DRAWN:	TL/SW
CHECKED:	SK
SCALE:	1"=30'
DATE:	10/28/2024
JOB NO.:	42780
FILE NO.:	42780-SF.DWG

SHEET NO.
L1.3
OF
33

T:\42780 LTC Park Trails\Landscape\ConstPlans\42780-SF.dwg HU 15:11:25 10/25/2024

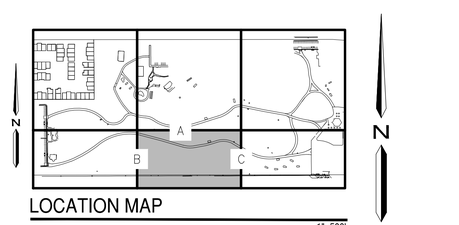


SITE FEATURE SCHEDULE

ITEM	DESCRIPTION / MODEL
1	RELOCATED SIGN
2	6" CONCRETE HEADER
3	CENTERLINE TRAIL STRIPING – 2" WIDE DASHED LINE

SITE FINISH SCHEDULE

FINISH	DESCRIPTION
A	ASPHALTIC CONCRETE



LOCATION MAP

1"=500'

0 15 30 60

SCALE: 1" = 30'

100% SUBMITTAL

Know what's below. Call before you dig.

PLAN REVISIONS

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westwoodps.com

LANDSCAPE IMPROVEMENT PLANS
LIONS TOWN & COUNTRY PARK TRAIL RESTORATION

2300 HOWARD RD, MADERA, CA 93637
MADERA, CALIFORNIA

SITE FEATURES AND FINISHES PLAN

LICENSED LANDSCAPE ARCHITECT
TARVIR KHANNA 4239
Signature
05/31/25
Renewal Date
10/28/2024
Date
STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL/SK
DRAWN:	TL/SW
CHECKED:	SK
SCALE:	1"=30'
DATE:	10/28/2024
JOB NO.:	42780
FILE NO.:	42780-SF.DWG

SHEET NO.
L1.4
OF
33

T:\42780 LTC Park Trails\Landscape\ConstPlans\42780-SF.dwg HJ 15:11:25 10/25/2024

MATCHLINE "C" - SEE SHEET L1.3

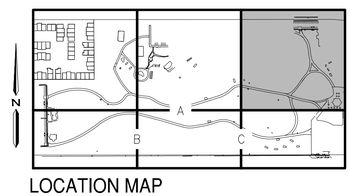


SITE FEATURE SCHEDULE

ITEM	DESCRIPTION / MODEL
1	RELOCATED SIGN
2	6" CONCRETE HEADER
3	CENTERLINE TRAIL STRIPING – 2" WIDE DASHED LINE

SITE FINISH SCHEDULE

FINISH	DESCRIPTION
A	ASPHALTIC CONCRETE



LOCATION MAP

1"=500'

0 15 30 60

SCALE: 1" = 30'

100% SUBMITTAL

Know what's below. Call before you dig.

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Modesto, CA 95350
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westwoodps.com

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LIONS TOWN & COUNTRY PARK TRAIL RESTORATION

2300 HOWARD RD, MADERA, CA 93637
MADERA, CALIFORNIA

SITE FEATURES AND FINISHES PLAN

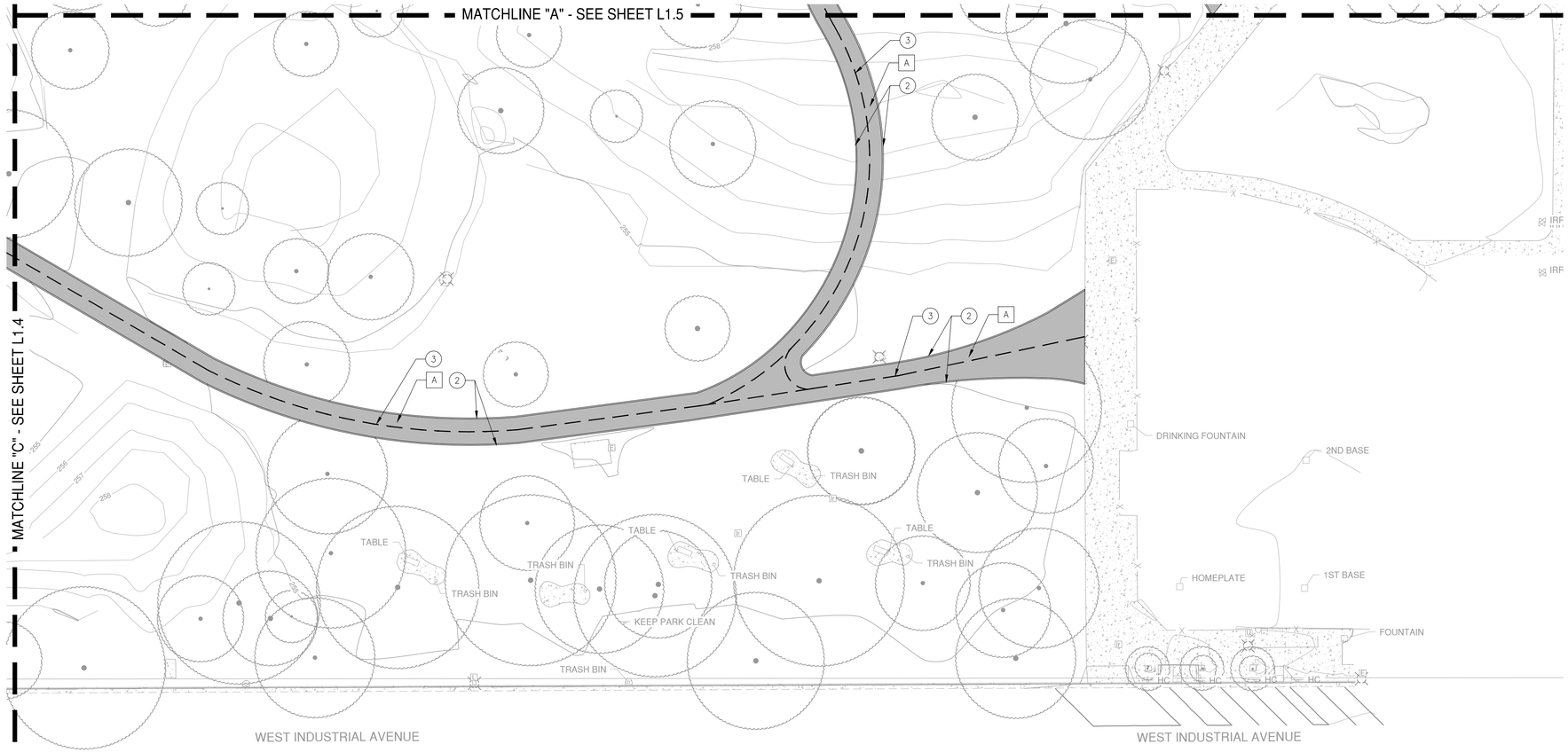
LICENSED LANDSCAPE ARCHITECT
SAMIR KHANNA #5416
Signature
09/31/25
Renewal Date
10/28/2024
Date
STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL/SK
DRAWN:	TL/SW
CHECKED:	SK
SCALE:	1"=30'
DATE:	10/28/2024
JOB NO.:	42780
FILE NO.:	42780-SF.DWG

SHEET NO.
L1.5
OF
33

T:\42780 LTC Park Trails\Landscape\Const Plans\42780-SF.dwg HU 15:11:25 10/25/2024



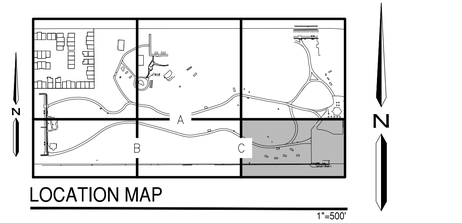
15007

SITE FEATURE SCHEDULE

ITEM	DESCRIPTION / MODEL
1	RELOCATED SIGN
2	6" CONCRETE HEADER
3	CENTERLINE TRAIL STRIPING – 2" WIDE DASHED LINE

SITE FINISH SCHEDULE

FINISH	DESCRIPTION
A	ASPHALTIC CONCRETE



LOCATION MAP

1"=500'

0 15 30 60

SCALE: 1" = 30'

100% SUBMITTAL

Know what's below. Call before you dig.

PLAN REVISIONS

NO.	DATE	REVISION

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westwoodps.com

LANDSCAPE IMPROVEMENT PLANS
LIONS TOWN & COUNTRY PARK TRAIL RESTORATION

2300 HOWARD RD, MADERA, CA 93637
MADERA, CALIFORNIA

SITE FEATURES AND FINISHES PLAN

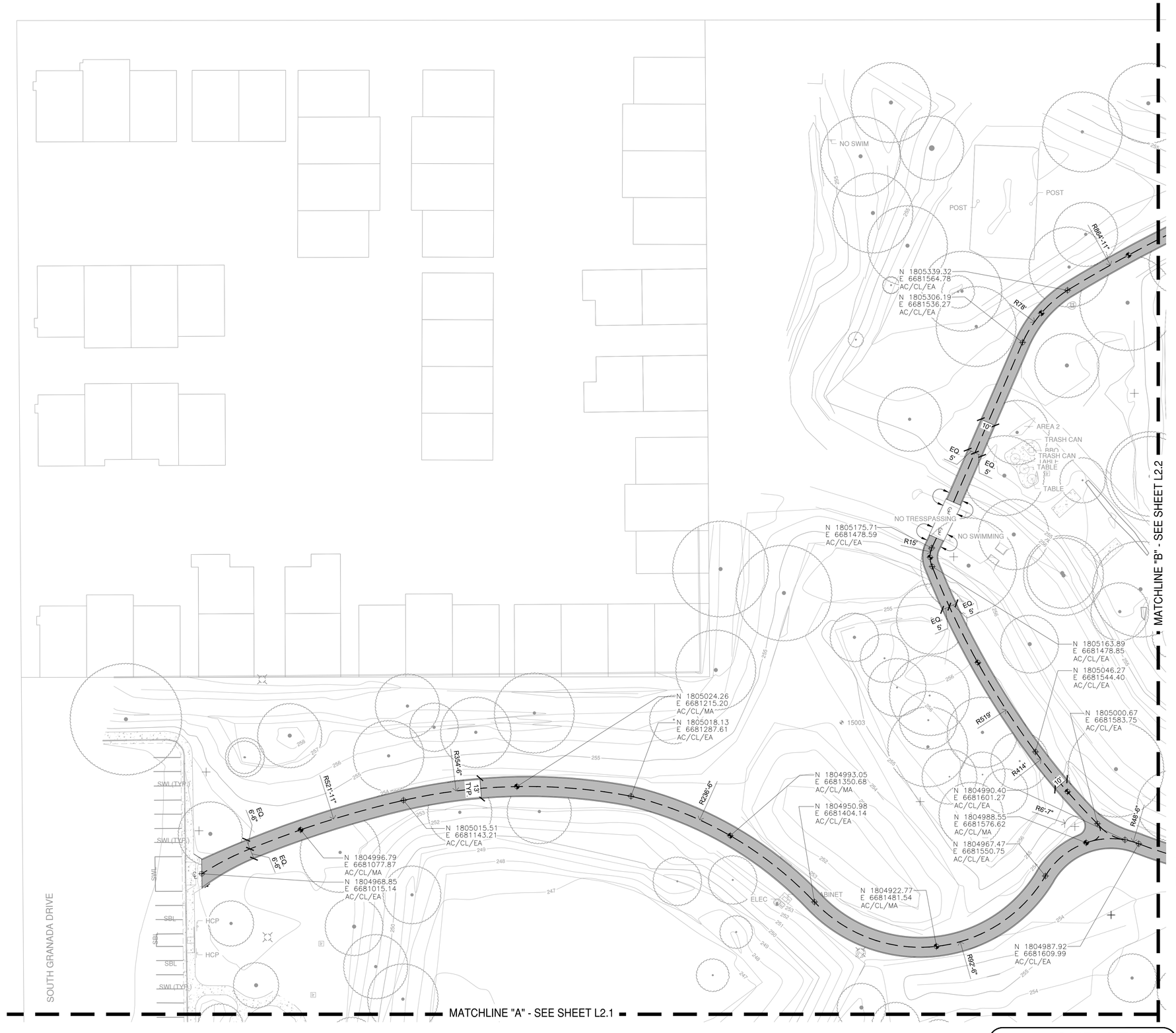
LICENSED LANDSCAPE ARCHITECT
SAMIR KHANNA #6510
Signature 05/31/25
Renewal Date
10/28/2024
Date
STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL/SK
DRAWN:	TL/SW
CHECKED:	SK
SCALE:	1"=30'
DATE:	10/28/2024
JOB NO.:	42780
FILE NO.:	42780-SF.DWG

SHEET NO.
L1.6
OF
33

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GENERAL LAYOUT NOTES

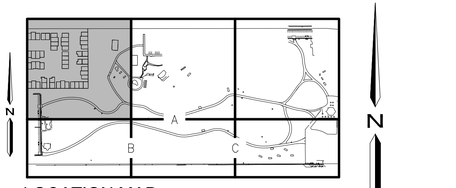
1. FOR ADDITIONAL INFORMATION REGARDING SITE FEATURES AND FINISHES, SEE SHEET L1.0.
2. CONTRACTOR SHALL NOTIFY ALL PUBLIC OR PRIVATE UTILITY COMPANIES TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF WORK ON THIS PROJECT TO VERIFY THE LOCATIONS OF ALL EXISTING UTILITY LINES. CALL UNDERGROUND SERVICE ALERT (U.S.A.) TOLL FREE AT 1-800-227-2600 OR 811, 7:00 A.M. TO 5:00 P.M., MONDAY THROUGH FRIDAY.
3. ALL DIMENSIONS SHOW MEASUREMENTS IN A HORIZONTAL PLANE.
4. WRITTEN DIMENSIONS SHALL ALWAYS TAKE PRECEDENCE OVER SCALED DIMENSIONS. IF THERE IS A CONFLICT, NOTIFY THE CITY AND OBTAIN A CLARIFICATION BEFORE CONSTRUCTION. NO DEVIATION OR SUBSTITUTION SHALL BE ALLOWED WITHOUT OBTAINING WRITTEN APPROVAL FROM THE CITY.
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7. ALL TRANSITIONS BETWEEN CURVES AND RADII SHALL BE SMOOTH AND CONTINUOUS.
8. CONTRACTOR SHALL PROVIDE ALL CONSTRUCTION STAKING.

LAYOUT LEGEND (NOT ALL MAY APPEAR ON THIS SHEET)

— — —	CENTERLINE TRAIL STRIPING, SEE SITE FEATURES PLAN
EQ	EQUAL
RADIUS	ARC RADIUS, TYP.
LENGTH	DIMENSION, TYP.
N 0.00 E 0.00 DESC	NORTHING EASTING DESCRIPTION
	ALIGN, TYP.
	ORIGIN OF RADIUS
	MIDPOINT OF ARC
	START/END POINT OF ARC

ABBREVIATIONS

AC	ASPHALT
CL	CENTER LINE
EA	END OF ARC
EQ	EQUAL
MA	MIDPOINT OF ARC
R	RADIUS (CENTER)



LOCATION MAP

1"=500'

APPROVED BY THE CITY OF MADERA – PARKS DIRECTOR

BY JOSEPH HEBERT, PARKS DIRECTOR DATE:

APPROVED BY THE CITY OF MADERA – CITY ENGINEER

BY KEITH HELMUTH, CITY ENGINEER DATE:

100% SUBMITTAL

Know what's below. Call before you dig.

PLAN REVISIONS

NO.	DATE	REVISION

O'DELL ENGINEERING
a Westwood company
1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com
westwoodps.com

LANDSCAPE IMPROVEMENT PLANS
LIONS TOWN & COUNTRY PARK TRAIL RESTORATION

2300 HOWARD RD, MADERA, CA 93637
MADERA, CALIFORNIA

HORIZONTAL CONTROL PLAN

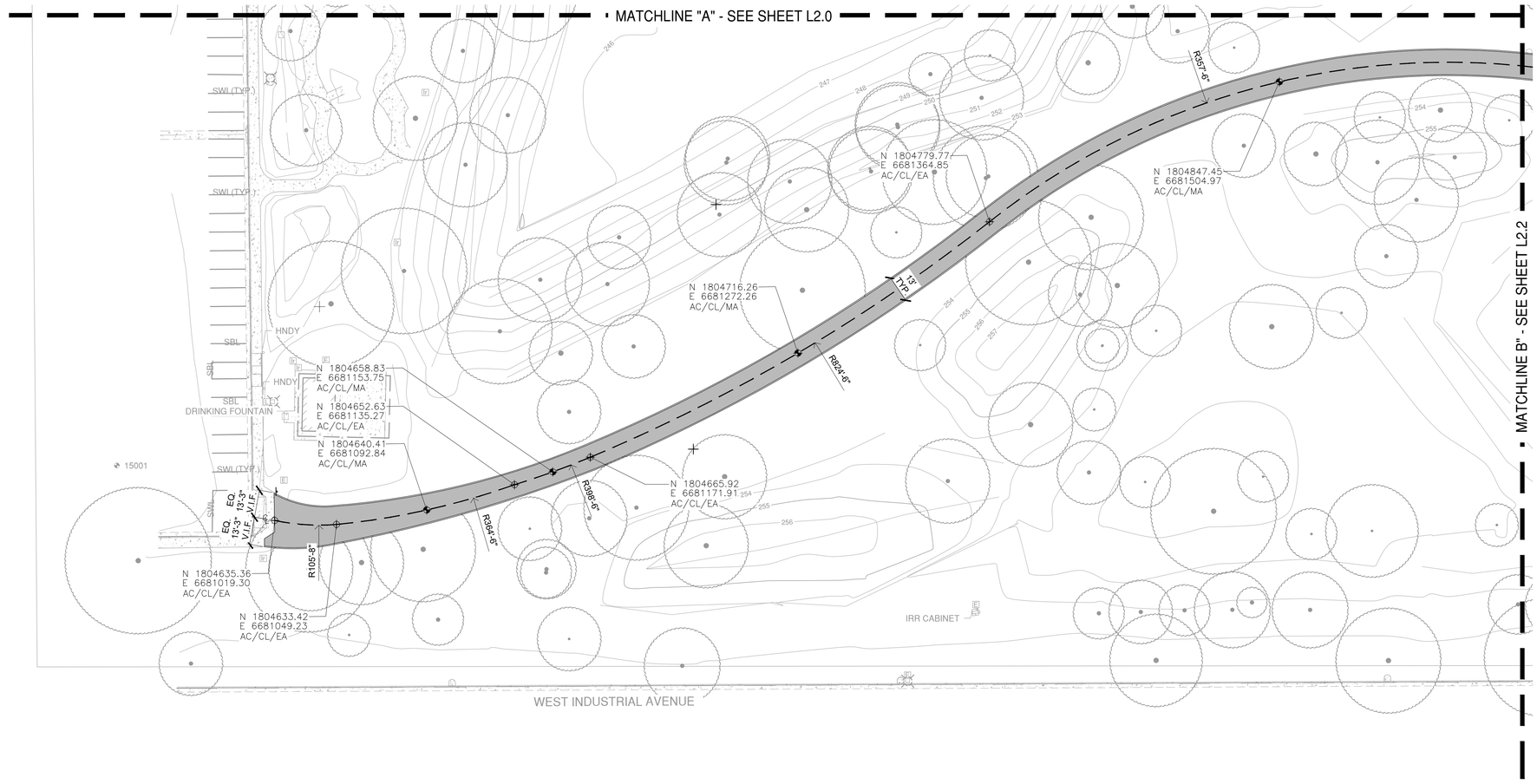
LICENSED LANDSCAPE ARCHITECT
SAMIR KHANNA #6510
Signature
05/31/25
Renewal Date
10/28/2024
Date
STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL/SK
DRAWN:	TL/SW
CHECKED:	SK
SCALE:	1"=30'
DATE:	10/28/2024
JOB NO.:	42780
FILE NO.:	42780-HC.DWG

SHEET NO.
L2.0
OF
33

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GENERAL LAYOUT NOTES

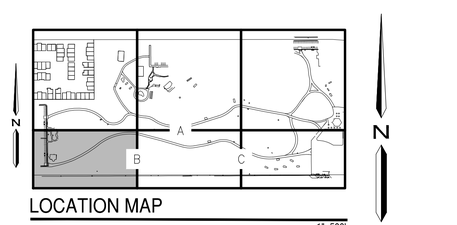
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8. CONTRACTOR SHALL PROVIDE ALL CONSTRUCTION STAKING.

LAYOUT LEGEND (NOT ALL MAY APPEAR ON THIS SHEET)

- CENTERLINE TRAIL STRIPING, SEE SITE FEATURES PLAN
- EQ — EQUAL
- RADIUS — ARC RADIUS, TYP.
- LENGTH — DIMENSION, TYP.
- N 0.00 / E 0.00 / DESC — NORTHING / EASTING / DESCRIPTION
- ALIGN, TYP.
- ORIGIN OF RADIUS
- MIDPOINT OF ARC
- START/END POINT OF ARC

ABBREVIATIONS

AC	ASPHALT
CL	CENTER LINE
EA	END OF ARC
EQ	EQUAL
MA	MIDPOINT OF ARC
R	RADIUS (CENTER)



LOCATION MAP

1"=500'

0 15 30 60

SCALE: 1" = 30'

811 Know what's below. Call before you dig.

100% SUBMITTAL

PLAN REVISIONS

NO.	DATE	REVISION

O'DELL ENGINEERING
a Westwood company
1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com
westwoodps.com

LANDSCAPE IMPROVEMENT PLANS
LIONS TOWN & COUNTRY PARK TRAIL RESTORATION

2300 HOWARD RD, MADERA, CA 93637
MADERA, CALIFORNIA

HORIZONTAL CONTROL PLAN

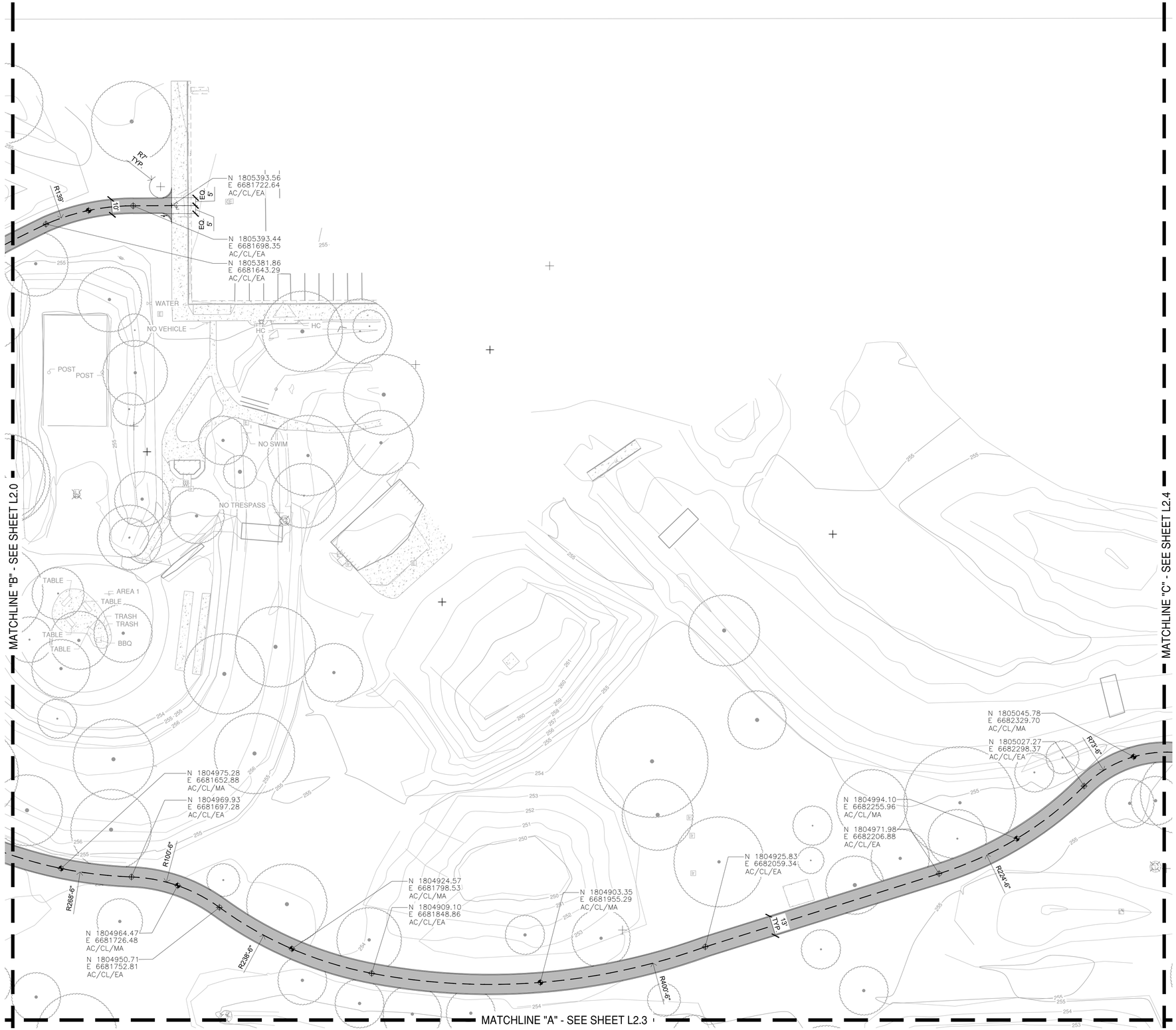
LICENSED LANDSCAPE ARCHITECT
JAIVIR KHANNA
Signature
05/31/25
Renewal Date
10/28/2024
Date
STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL/SK
DRAWN:	TL/SW
CHECKED:	SK
SCALE:	1"=30'
DATE:	10/28/2024
JOB NO.:	42780
FILE NO.:	42780-HC.DWG

SHEET NO.
L2.1
OF
33

T:\42780 LTC Park Trails\Landscape\ConstPlans\42780-HC.dwg HU 15:12:25 10/25/2024



GENERAL LAYOUT NOTES

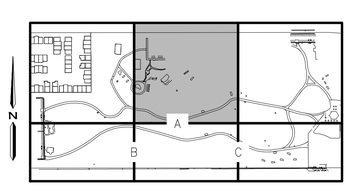
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LAYOUT LEGEND (NOT ALL MAY APPEAR ON THIS SHEET)

— — —	CENTERLINE TRAIL STRIPING, SEE SITE FEATURES PLAN
EQ	EQUAL
RADIUS	ARC RADIUS, TYP.
LENGTH	DIMENSION, TYP.
N 0.00 E 0.00 DESC	NORTHING EASTING DESCRIPTION
	ALIGN, TYP.
+	ORIGIN OF RADIUS
	MIDPOINT OF ARC
	START/END POINT OF ARC

ABBREVIATIONS

AC	ASPHALT
CL	CENTER LINE
EA	END OF ARC
EQ	EQUAL
MA	MIDPOINT OF ARC
R	RADIUS (CENTER)



LOCATION MAP

1"=500'

0 15 30 60

SCALE: 1" = 30'

100% SUBMITTAL

Know what's below. Call before you dig.

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NO.	DATE	REVISION

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westwoodps.com

LANDSCAPE IMPROVEMENT PLANS
LIONS TOWN & COUNTRY PARK TRAIL RESTORATION

2300 HOWARD RD, MADERA, CA 93637
MADERA, CALIFORNIA

HORIZONTAL CONTROL PLAN

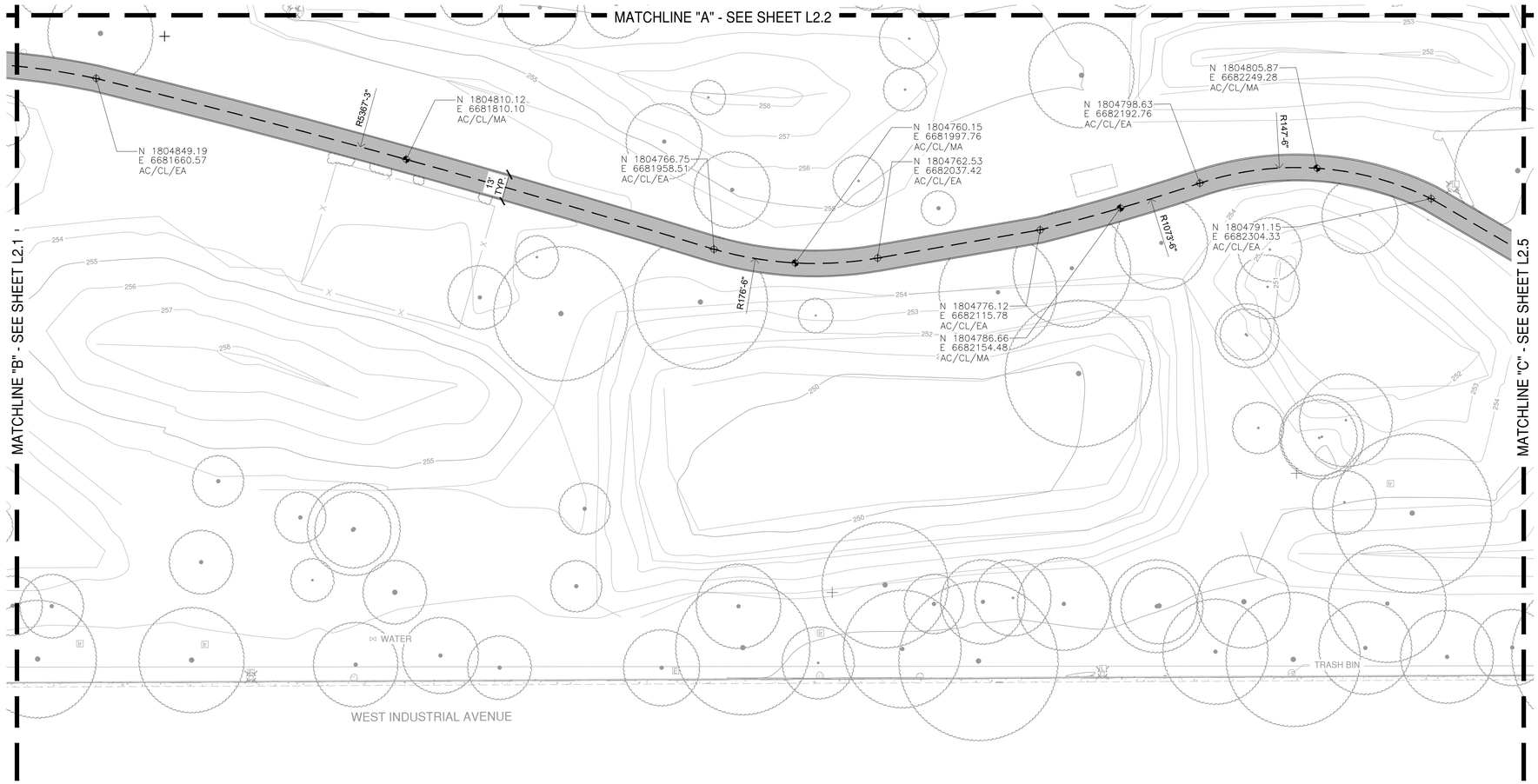
LICENSED LANDSCAPE ARCHITECT
TANIA KHANNA #6382
Signature
05/31/25
Renewal Date
10/28/2024
Date
STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL/SK
DRAWN:	TL/SW
CHECKED:	SK
SCALE:	1"=30'
DATE:	10/28/2024
JOB NO.:	42780
FILE NO.:	42780-HC.DWG

SHEET NO.
L2.2
OF
33

T:\42780 LTC Park Trails\Landscape\ConstPlans\42780-HC.dwg HJ 15:12:25 10/25/2024



GENERAL LAYOUT NOTES

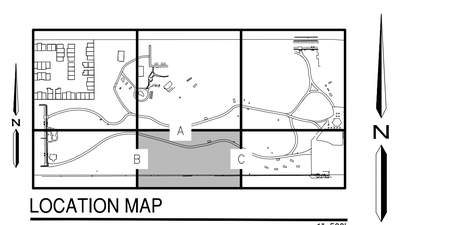
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8. CONTRACTOR SHALL PROVIDE ALL CONSTRUCTION STAKING.

LAYOUT LEGEND (NOT ALL MAY APPEAR ON THIS SHEET)

— — —	CENTERLINE TRAIL STRIPING, SEE SITE FEATURES PLAN
EQ	EQUAL
RADIUS	ARC RADIUS, TYP.
LENGTH	DIMENSION, TYP.
N 0.00 E 0.00 DESC	NORTHING EASTING DESCRIPTION
	ALIGN, TYP.
	ORIGIN OF RADIUS
	MIDPOINT OF ARC
	START/END POINT OF ARC

ABBREVIATIONS

AC	ASPHALT
CL	CENTER LINE
EA	END OF ARC
EQ	EQUAL
MA	MIDPOINT OF ARC
R	RADIUS (CENTER)



LOCATION MAP

1"=500'

0 15 30 60

SCALE: 1" = 30'

811 Know what's below. Call before you dig.

100% SUBMITTAL

T:\42780 LTC Park Trails\Landscape\ConstPlans\42780-HC.dwg HJ 15:12:25 10/25/2024

PLAN REVISIONS

NO.	DATE	REVISION

O'DELL ENGINEERING
a Westwood company
1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com
westwoodps.com

LANDSCAPE IMPROVEMENT PLANS
LIONS TOWN & COUNTRY PARK TRAIL RESTORATION

2300 HOWARD RD, MADERA, CA 93637
MADERA, CALIFORNIA

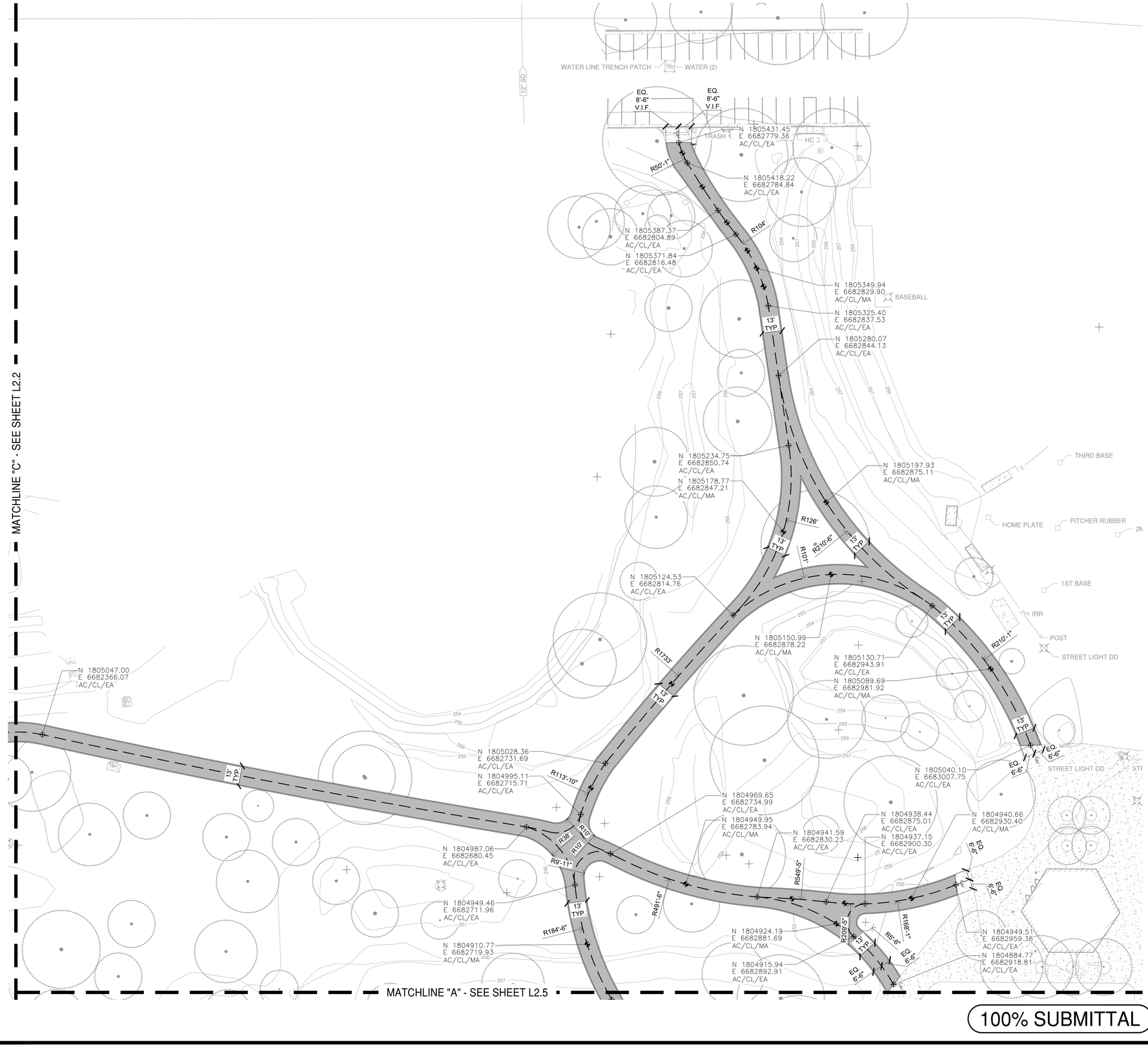
HORIZONTAL CONTROL PLAN

LICENSED LANDSCAPE ARCHITECT
JAIVIR KHANNA
Signature
05/31/25
Renewal Date
10/28/2024
Date
STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL/SK
DRAWN:	TL/SW
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FILE NO.:	42780-HC.DWG

SHEET NO.
L2.3
OF
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GENERAL LAYOUT NOTES

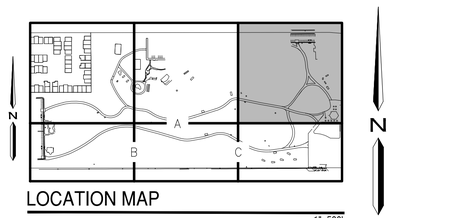
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LENGTH	DIMENSION, TYP.
N 0.00 E 0.00 DESC	NORTHING EASTING DESCRIPTION
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ABBREVIATIONS

AC	ASPHALT
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EA	END OF ARC
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R	RADIUS (CENTER)



LOCATION MAP

1"=500'

SCALE: 1" = 30'

100% SUBMITTAL

Know what's below. Call before you dig.

PLAN REVISIONS

NO.	DATE	REVISION

O'DELL ENGINEERING
a Westwood company
1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com
westwoodps.com

LANDSCAPE IMPROVEMENT PLANS
LIONS TOWN & COUNTRY PARK TRAIL RESTORATION
2300 HOWARD RD, MADERA, CA 93637
MADERA, CALIFORNIA

HORIZONTAL CONTROL PLAN

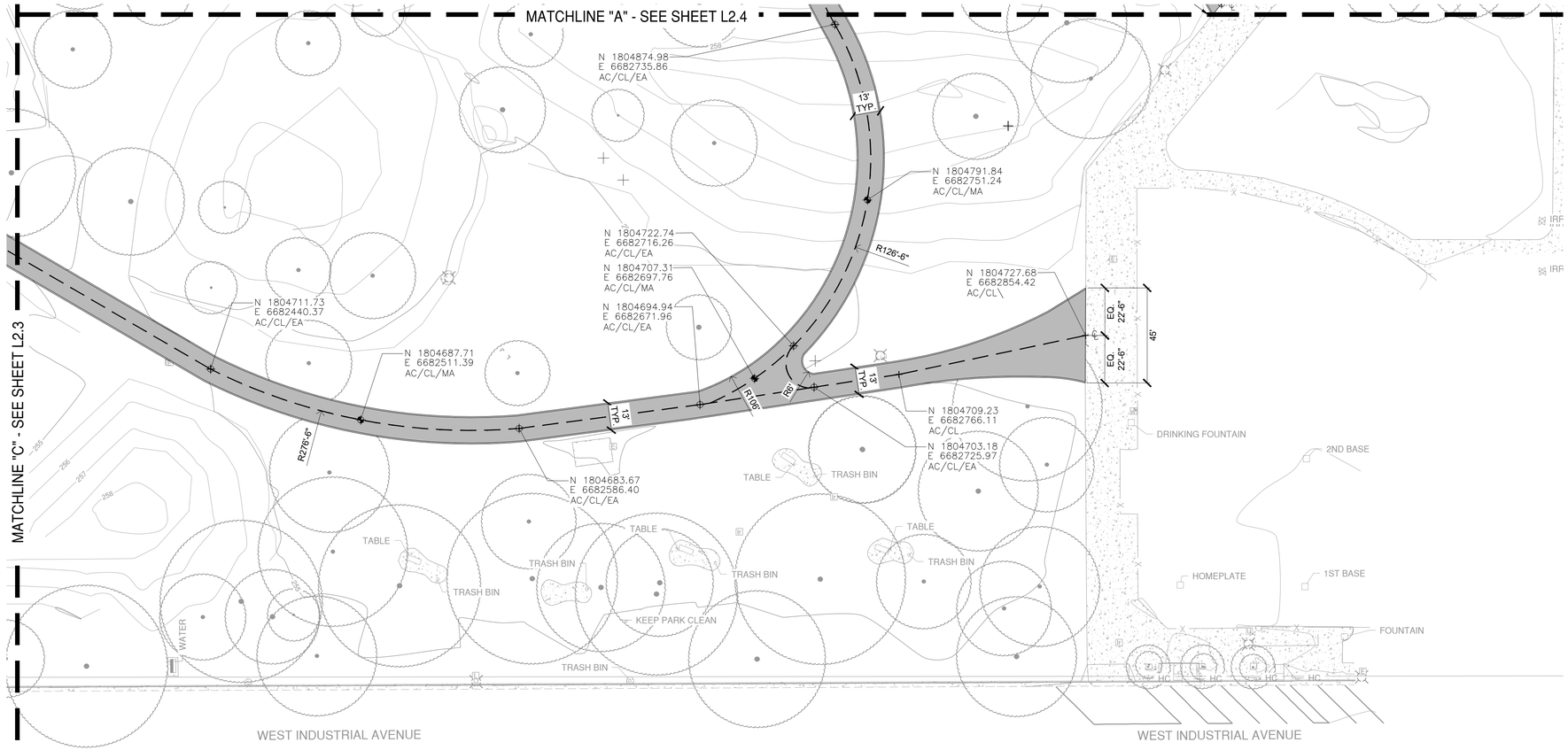
LICENSED LANDSCAPE ARCHITECT — JAVIN KHANNA — REG. 6512 — Signature 05/31/25 Renewal Date 10/28/2024 Date — STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL/SK
DRAWN:	TL/SW
CHECKED:	SK
SCALE:	1"=30'
DATE:	10/28/2024
JOB NO.:	42780
FILE NO.:	42780-HC.DWG

SHEET NO.
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OF
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GENERAL LAYOUT NOTES

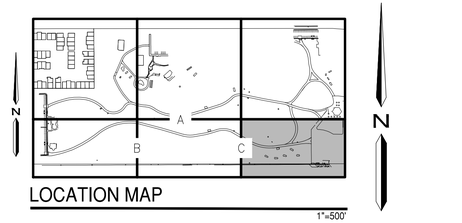
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N 0.00 E 0.00 DESC	NORTHING EASTING DESCRIPTION
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	ORIGIN OF RADIUS
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	START/END POINT OF ARC

ABBREVIATIONS

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CL	CENTER LINE
EA	END OF ARC
EQ	EQUAL
MA	MIDPOINT OF ARC
R	RADIUS (CENTER)



LOCATION MAP

1"=500'

0 15 30 60

SCALE: 1" = 30'

100% SUBMITTAL

Know what's below. Call before you dig.

PLAN REVISIONS

NO.	DATE	REVISION

O'DELL ENGINEERING
a Westwood company
1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com
westwoodps.com

LANDSCAPE IMPROVEMENT PLANS
LIONS TOWN & COUNTRY PARK TRAIL RESTORATION
2300 HOWARD RD, MADERA, CA 93637
MADERA, CALIFORNIA

HORIZONTAL CONTROL PLAN

LICENSED LANDSCAPE ARCHITECT
SAMIR KHANNA PARIKH
Signature
05/31/25
Renewal Date
10/28/2024
Date
STATE OF CALIFORNIA

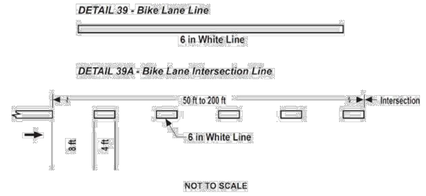
APPROVED:

DESIGNED:	TL/SK
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CHECKED:	SK
SCALE:	1"=30'
DATE:	10/28/2024
JOB NO.:	42780
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SHEET NO.
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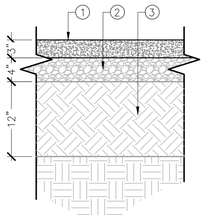
Figure 9C-101 (CA). Marking Details for Bicycle Lanes



NOTES:
A. CONTRACTOR SHALL ONLY PROVIDE BIKE LANE STRIPING AT THE CENTER OF THE ASPHALT TRAIL. CONTRACTOR TO PROVIDE STRIPING PER MUTCD STANDARDS.
B. CONTRACTOR SHALL PROVIDE A SUBMITTAL FOR STRIPING PAINT TYPE PER SPECIFICATIONS PRIOR TO PAINTING.

3 BIKE LANE STRIPING DETAIL (MUTCD STANDARD)
NOT TO SCALE

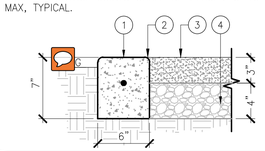
1. 3" ASPHALT PAVEMENT (TYPE A HMA)
2. 4" CLASS II AGGREGATE BASE COURSE. COMPACTED TO 95% PER ASTM D1557
3. SUBGRADE SCARIFIED AND COMPACTED TO 95% RC ASTM D1557. TOP 12" OF SUBGRADE ONLY COMPACTED.



1 ASPHALT PAVEMENT
NOT TO SCALE

1. 6" WIDE BAND SHALL HAVE #3 REBAR CONTINUOUS. 3" CLR ON ALL SIDES.
2. 1/2" RADIUS, TYPICAL
3. ASPHALT, SEE DETAIL 1, THIS SHEET
4. 4" CLASS II AGGREGATE BASE COURSE. COMPACTED TO 95% PER ASTM D1557

NOTES:
A. 3/8" ASPHALT IMPREGNATED EXPANSION JOINTS SHALL BE PLACED @ 20' OC MAX. TRIM 1/4" BELOW FINISH SURFACE, TYPICAL.
B. TOOLED CONTROL JOINTS SHALL BE PLACED @ 10' OC MAX, TYPICAL.



2 6" CONCRETE HEADER
NOT TO SCALE

APPROVED BY THE CITY OF MADERA – PARKS DIRECTOR

BY JOSEPH HEBERT, PARKS DIRECTOR DATE:

APPROVED BY THE CITY OF MADERA – CITY ENGINEER

BY KEITH HELMUTH, CITY ENGINEER DATE:

100% SUBMITTAL

811 Know what's below. Call before you dig.

PLAN REVISIONS

NO.	DATE	REVISION

O'DELL ENGINEERING
a Westwood company
1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com
westwoodps.com

LANDSCAPE IMPROVEMENT PLANS
LIONS TOWN & COUNTRY PARK TRAIL RESTORATION
2300 HOWARD RD, MADERA, CA 93637
MADERA, CALIFORNIA

CONSTRUCTION DETAILS

LICENSED LANDSCAPE ARCHITECT
RAMIN KHANNA #6380
Signature
05/31/25
Renewal Date
10/28/2024
Date
STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL/SK
DRAWN:	TL/SW
CHECKED:	SK
SCALE:	NO SCALE
DATE:	10/28/2024
JOB NO.:	42780
FILE NO.:	42780-DT.DWG

SHEET NO.
L3.0
OF
33

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CONSTRUCTION AGREEMENT
IFB 202425-23 LIONS TOWN & COUNTRY PARK TRAIL IMPROVEMENTS

This Construction Agreement ("Agreement") is made between the City of Madera, hereinafter called "**OWNER" or "CITY"** and [INSERT CONTRACTOR'S NAME], doing business as (an individual), or (a partnership), or (a corporation), hereinafter **"CONTRACTOR"** and collectively called **"Parties."** The Agreement is effective on the last date signed by the Parties at the end of this Agreement.

WITNESSETH: The Parties agree as follows:

1. Project. The **CONTRACTOR** shall commence and complete all **WORK** required for the **"IFB 202425-23 Lions Town & Country Park Trail Improvements**."

2. Materials, Supplies, Equipment. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the **WORK** described in this Agreement.

3. Commencement of Work; Term of Agreement. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within ten (10) calendar days after the date of the **NOTICE TO PROCEED, as agreed upon by OWNER and CONTRACTOR during the pre-construction meeting** and will complete the same within **90 Calendar Days**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of $_____, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK within fifteen (15) working days after being notified of the award of the contract, and before OWNER executes this AGREEMENT.

This Agreement shall be effective on _____, after approval by the City Council at a duly scheduled meeting thereof.

4. The Contract Amount. **OWNER** agrees to pay, and **CONTRACTOR** agrees to accept, the sum not to exceed _____ ($_____) ("Contract Price") subject to adjustments for changes in work as may be directed in writing by **OWNER** as payment in full for the **WORK** described in the **CONTRACT DOCUMENTS. WORK** performed **at** unit prices proposed in the **CONTRACT DOCUMENTS** will be paid based on actual quantities of work performed and accepted.

5. Contract Documents. The **CONTRACTOR** shall commence and complete all **WORK** required in accordance with the following **CONTRACT DOCUMENTS**, attached thereto and incorporated herein as **Exhibits A through F:**

(A) CONTRACTOR Complete Bid as Submitted on _____
(B) Insurance Requirements for Contractors as specified in IFB
(C) IFB 202425-23 Lions Town and Country Park Trail Improvements
(D) Addenda No. 1, dated

SAMPLE

(E) Addenda No. 2, dated
(F) Addenda No. 3, dated

6. Liquidated Damages. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified in Section 3 or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of Five Hundred Eighty-Five Dollars ($585)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. Payment to Contractor. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. Disputes. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. Claims Resolution Process For Disputes.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 *et. Seq*.

SAMPLE

A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

i. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.
ii. Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
iii. Payment of an amount that is disputed by the Owner.

B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District'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 Contractor in producing the additional information or requested documentation.

D. City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council 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 Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor 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 Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

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 Owner shall provide the Contractor 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 Owner 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 Owner and the Contractor sharing the associated costs equally. The Owner and Contractor 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.

Under this Contract, 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.

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act 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 Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner'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 Contractor.

I. Interest:

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

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor' means any type of subcontractor 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 the Contractor or is a 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 Owner 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 Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. No Discrimination in Employment. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. Workers Compensation. In accordance with the provisions of Article 5, Chapter l, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. Prevailing Wages. This Agreement is subject to California Labor Code Sections 1720, et seq., and Contractor and subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, OWNER has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of OWNER and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to OWNER not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid

SAMPLE

less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

12. Public Works Contractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relation. No bid will be accepted, nor any contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

This Project is subject to compliance monitoring and enforcement by the Department of Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

13. Payroll Records. The **CONTRACTOR** shall comply Section 1776 of the California Labor Code. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers, and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. If **CONTRACTOR** or subcontractor does not comply after such ten (10) day period, the **CONTRACTOR** shall, as a penalty, forfeit one hundred dollars ($100) for each day or portion thereof for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

In accordance with California Labor Code Section 1771.4 Section 1771.4, **CONTRACTOR** and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (DIR) on a weekly basis and in the format prescribed by the DIR which may include electronic submission. **CONTRACTOR** shall comply with all applicable requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

14. Apprentices. Attention is directed to the provisions in Sections 1777.5 and 1777.6

SAMPLE

of the California Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR**. It is the **CONTRACTOR'S** responsibility to ensure compliance by both it and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

SAMPLE

When such exemptions are granted to an organization which represents contractors in a specific trade from the 1 to 5 ratio on a local or statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other contractors on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

15. Hours of Work. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any worker is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property or except as authorized under the overtime provisions in California Labor Code 1815.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER.** No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR.**

16. Subcontracting. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

SAMPLE

17. Change Orders. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a change order and approved and signed by the **OWNER or the Owner's Designated Project Manager** and the **CONTRACTOR**. It is specifically agreed that the **OWNER or the Owner's Designated Project Manager** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This Agreement shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

18. Indemnification. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor,** or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity

SAMPLE

agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

19. Insurance. Contractor must comply with the insurance requirements as described in Exhibit B, Insurance Requirements for Contractors as specified in IFB.

20. Amendments. Any changes to this Agreement requested by either City or **CONTRACTOR** may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

21. Termination.

A. Termination of the Contract for Default.

1. General: If, prior to the acceptance of the Work, the **CONTRACTOR**:

(a) Becomes insolvent, assigns its assets for the benefit of its creditors, or is otherwise financially unable to complete the Work;

(b) Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;

(c) Disregards written instructions from the City Engineer or materially violates provisions of the Contract Documents;

(d) Fails to prosecute the Work according to the schedule approved by the City;

(e) Disregards laws or regulations of any public body having jurisdiction; or

(f) Commits continuous or repeated violations of regulatory or statutory safety requirements, then the OWNER will consider the Contractor in default of the Contract.

2. Notices: Notices and other written communications regarding default between the CONTRACTOR, the OWNER, and the SURETY shall be transmitted as follows:

(a) Personal delivery with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of

SAMPLE

18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or

(b) Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the OWNER may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

3. Notice to Cure: The OWNER will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.

4. Notice of Termination for Default: If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the Owner will recommend to the City Council that the Contractor be found in default of the Contract and upon such finding by the City Council will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;

The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Owner.

5. Responsibilities of the Surety: Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations, and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Owner may do so, and may recover all costs incurred. The Surety shall notify the Owner that it is assuming all rights, obligations, and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Owner a written plan detailing the course of action it intends to take to remedy the default. The Owner will

SAMPLE

review the plan detailing and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Owner, the Owner may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Owner deems to be expedient. The cost of completing the Work by the Owner shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay the Owner, within 30 Days after the Owner submits an invoice, all costs in excess of the remaining Contract Price.

6. Payment: The Surety will be paid for completion of the Work in accordance less the value of damages caused to the Owner by the acts of the Contractor.

B. Termination of the Contract for Convenience.

The OWNER may terminate the Contract if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the OWNER.

1. Notice: The Owner will issue a written notice of termination for convenience as follows:
Personal delivery, with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or
Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Owner may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

2. Cessation of Work: Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed to complete by the Engineer or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to

SAMPLE

immediately cease their work.

3. Payment: The Contractor will be paid without duplication for:

(a) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience;

(b) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and

(c) Reasonable expenses directly attributable to termination.

Notice of termination shall be mailed to the City:

Arnoldo Rodriguez
City of Madera
205 West 4th Street
Madera, CA 93637

Notice of Termination shall be mailed to the Contractor:
[INSERT CONTRACTOR'S NAME AND MAILING ADDRESS]

All notices and communications from shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

Either party may update their contact information, including but not limited to mailing address, at any time by providing written notice to the other party in accordance with the notice provisions set forth in this Agreement. Such updates shall take effect upon the other party's receipt of the written notice unless a later effective date is specified in the notice.

22. Warranty. Contractor warrants to OWNER that all materials and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents. Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California Law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

This section shall not limit OWNER's rights under this Agreement or with respect to latent defects, gross mistakes, or fraud. OWNER specifically reserves all rights related to defective work,

SAMPLE

including but not limited to defect claims pursuant to California Code of Civil Procedure section 337.15.

23. Compliance with Laws. City shall at all times observe and comply, and shall cause all of its agents, subcontractors, and employees to observe and comply with all with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of City's services. Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply unless otherwise expressly stated.

24. Attorneys' Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

25. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

26. City's Authority. Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

27. Contractor's Legal Authority. Each individual executing or attesting this Agreement on behalf of **CONTRACTOR** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **CONTRACTOR** is a duly organized and legally existing corporation in good standing in the State of California.

28. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

SAMPLE

29. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City.** Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, **CONTRACTOR** shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees, all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

30. Sole Agreement. This instrument constitutes the sole and only Agreement between City and **CONTRACTOR** in connection to the Project and correctly sets forth the obligations of the City and **CONTRACTOR** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

31. Assignment. Neither the **CONTRACTOR** nor City will assign its interest in this Agreement without the written consent of the other.

32. Caltrans Authority. Caltrans is required by 23 Code of Federal Regulations (CFR), part 200, Section 200.9 (b)(7) to conduct reviews of sub-recipients (Local Agencies) of federal-aid to ensure compliance with Title VI of the Civil Rights Act of 1964 and the relates statues (Title VI) through the requirements under the Federal Highway Administration (FHWA), the U.S. Department of Transportation (USDOT), and the U.S. Department of Justice (USDOJ) regulations and guidance materials related to the implementation of Title VI.

The scope of the process reviews conducted by Caltrans focuses on the Local Agency's adherence to the FHWA's Title VI Program (Race, Color and National Origin) and the related statues protecting additional classes as required under

- Federal-Aid Highway Act of 1973 (Sex)
- The Age Discrimination Act of 1975 (Age), and
- The Americans with Disabilities Act of 1990 (ADA)(Disability) and Section 504 of the Rehabilitation Act of 1973 (Disability).

SAMPLE

33. Binding Agreement. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other electronic means shall be deemed to have the same legal effect as delivery of an original signed copy.

SAMPLE

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in TWO copies, each of which shall be deemed an original on the date first above written.

CITY OF MADERA (OWNER)	**CONTRACTOR**
By: _____	By: _____
Cecilia Gallegos, Mayor	Contractor (signature)
	_____
APPROVE AS TO FORM:	Printed Name and Title
_____	_____
Shannon L. Chaffin, City Attorney	Federal Tax I.D. No.
	_____
ATTEST:	Contractor License Number
_____	_____
Alicia Gonzales, City Clerk	DIR Registration Number

SAMPLE

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____, 2025 before me, _____
(insert name and title of officer)

Personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

SAMPLE

ATTACHMENT 2

Bid Protest Letter Received From Clean Cut Landscape Incorporated

Clean Cut
LANDSCAPE, INC.

June 6, 2025

City of Madera
Attention: Jennifer Stickman
204 W. 4th Street,
Madera, CA 93637
Cell: (559) 661-5463
RE: Lions Town & Country Park Improvements #202425-23
Subject: Protest of Apparent Low Bidder Document Issues

Dear Jennifer,

CCLI requested confirmation of the Low Bidders documents on 5/20/2025 the City of Madera's Document request system. To date, CCLI has received no response to these requests. See attached email. Since there has been no response by the City on this matter to date, we are electing to formally protest the low bidders documents in order to keep timelines in place and assume all requested documents do not exist.

1- **Contract documents state the tree company must be ISA Certified Arborists. The Tosted Asphalt listed sub-contractors that do not meet that criteria and is therefore non-responsive. As per Addenda #3 as well as specification Section 1.6 See Below**

1.6 QUALITY ASSURANCE

A. Arborist Qualifications: Certified Arborist as certified by ISA Licensed arborist in jurisdiction where Project is located.

B. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of the Work.

C. Quality-Control Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work without damaging trees and plantings. Include dimensioned diagrams for placement of protection zone fencing and signage, the arborist's and tree-service firm's responsibilities, instructions given to workers on the use and care of protection zones, and enforcement of requirements for protection zones.

2- **The apparent low bidder does not have a valid and current DOORS Certificate for Off-Road Diesel work. As per state law a public works contract <u>may not be awarded</u> to any contractor without a Certificate in place.**
3- **A letter of 30% performance was not provided as per the bid documents within 3 working days.**
4- **Hard copies of <u>all bid documents</u> were not provided to the City within 3 working days as per the contract bid documents.**
5- **The Tree Company utilized is not utilized for the proper bid item. The Tree Company is not listed for A-3 but for A-1 and A-5.**

Based on the above CCLI is requesting that the City of Madera find the apparent low bidders bid as non-responsive and award the project to the next responsive bidder.

Thank you!

Karry Wendel

Karry Wendel
Project Manager
Clean Cut Landscape Inc.
8406 N. Armstrong
Clovis, CA. 93619
Office, 559-322-2071
Fax, 559-322-2071
Cell, 559-269-6593
Email karry@cleancutland.com

ATTACHMENT 3

City of Madera Response Letter to Clean Cut Landscape Incorporated

Aleshire & Wynder

Paul J. Early | pearly@awattorneys.com
p (951) 241-7338 | awattorneys.com

July 3, 2025

VIA E-MAIL AND U.S. MAIL

Karry Wendell karry@cleancutland.com
Project Manager
Clean Cut Landscape Inc
8406 N. Armstrong
Clovis, CA 93619

Re: Lions Town and Country Park Trail Improvements Project Bid Protest

Dear Mr. Wendell:

This office represents the City of Madera as its City Attorney. The City has received your bid protest and request for records on the above referenced project. The City has also reviewed the response from the apparent low bidder and Clean Cut Landscaping's reply.

After reviewing the protest, bid documents, and relevant statutory and case law, the City is denying the protest and moving forward with award to the apparent low bidder. Proper documentation has been provided for all requested certifications and licensing. The City has determined that the subcontractors were properly listed and identified in the bid, including any arborist work. Notwithstanding the foregoing, the engineer's estimate of the arborist work is less than one half of one percent of the total estimate. Accordingly, even if not listed, and a separate subcontractor is used for the arborist work, that arborist is not required to be listed on the bid.

Any additional minor or procedural irregularities in the apparent low bidder's bid, not effecting price or responsiveness, are hereby waived by the City.

Very truly yours,

ALESHIRE & WYNDER, LLP

Paul J. Early
Partner

PJE:PJE

01425.0006 2017555.1

cc: J. Stickman, Procurement Services Manager

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 16, 2025

Agenda Number: E-1

SUBJECT:

Parks & Community Services Department Fiscal Year 2024/25 Quarter 4 Recap

RECOMMENDATION:

This report is submitted to provide the City Council with an informational report on the status of the Parks & Community Services (PCS) Department Fiscal Year 2024/25 Quarter 4 Recap

SUMMARY:

Staff is providing an update on Fiscal Year 2024/25 Quarter 4 (April – June 2025) accomplishments, progress, and ongoing efforts of the PCS Department. This informational update covers various divisions within the PCS Department.

DISCUSSION:

The PCS Department delivers a wide range of direct services to the public and is divided into three major operational divisions: Administration, Recreation & Community Services, and Parks Maintenance. Together, these divisions provide high-quality recreational pursuits, preservation of parks and open space areas, entertainment, and leisure services to community members of all ages.

During Quarter 4 of Fiscal Year 2024/25, staff are pleased to share the following highlights of accomplishments and progress work, presented in no particular order:

<u>Administration</u>

- Notice of Completion for the Lions Town & Country Park Restroom Renovation Project accepted on June 18, 2025. This project was made possible by the California Department

of Parks & Recreation, Per Capita Grant Program, funded by Proposition 68. The City was awarded $177,952 towards the completion of the project.

- Notice of Completion for the Frank Bergon Senior Center (FBSC) Fence Installation Project was accepted on June 18, 2025. This project was made possible by Community Development Block Grant funding. The City received $213,558 towards improvements at the FBSC. Improvements have included exterior painting of the building, kitchen renovations, and the installation of safety perimeter fencing.
- Executed a Transportation Art Maintenance Agreement with the Department of Transportation for the Block Wall Enhancement Project. This project allowed the City to install five artwork panels along a newly erected split-face concrete masonry wall, specifically near the east side of State Route 99, south of the 4th Street off-ramp. The Agreement outlines the final location of the project, acknowledges the agreements with the five artists, and outlines the maintenance responsibilities.
- Received 6 bids in response to Invitation for Bids (IFB) 202425-22 for James Taubert Park Construction. Bids were due March 26, 2025. Unfortunately, bids were formally rejected on May 7, 2025, due to higher-than-expected bid results. Staff has been working on revising the project scope and plans to rebid this project publicly.
- Received 8 bids in response to IFB 202425-23 for the Lions Town & Country Park Trail Improvements project. Bids were reviewed for completeness. Bids were received May 12, 2025. This item is scheduled to be considered by the City Council at its July 16, 2025, meeting.
- Received 10 bids in response to Request for Qualifications (RFQ) 202425-28 for Tozer Park Design and Engineering Services. City staff independently evaluated the statement of qualifications. On July 2, 2025, Council approved a Consultant Services Agreement with Westwood Professional Services, Inc. for $171,205.
- Received 6 bids in response to RFQ 202425-29 for Sunset Park Design and Engineering Services. City staff independently evaluated the statement of qualifications. This item is still in progress.
- Developed a new digital survey initiative designed to enhance how the City gathers feedback on parks, facilities, and recreational programming. The primary goal of this initiative is to gather meaningful data on the quality and effectiveness of the services the City provides. This feedback will help identify strengths, uncover service gaps, and inform decisions for continuous improvement. The survey process includes:
    - Facility & Park Reservations: Surveys will be automatically sent via email on a weekly basis following a completed reservation. This will help staff assess the customer experience related to facility/park conditions, cleanliness, accessibility, and overall satisfaction.
    - Recreation Leagues & Programs: Surveys will be distributed at the end of each league season or program cycle. These will focus on elements such as registration ease, instructor performance, program quality, and participant engagement.

- Microsoft Forms is the primary data collection platform. This tool enables customized survey creation, automated distribution, and real-time response tracking. The information gathered will be compiled into monthly/quarterly reports to support data-driven decision-making, inform future program planning, and enhance service delivery.
- This new process will be officially launched on July 1, 2025, and will apply to all relevant divisions, including Aging, Youth and Adult Sports, Youth Recreation, and Aquatics.

Parks Maintenance

Executed a Contractor Services Agreement under Request for Proposal (RFP) No. 202425-15 to EMTS Inc, dba Elite Maintenance & Tree Services, for Professional Landscape Maintenance Services for $294,457.56, for the Downtown District, certain City facilities & non-medians, and median islands

Recreation

- Executed a Consultant Services Agreement with Madera Unified School District for the Expanded Learning Opportunities Program (ELOP) Summer Camps. The Agreement is not to exceed $47,744. This partnership will enable MUSD and the City to offer enrichment activities for students from July 7 to 23, 2025. There will be two one-week camps and a three-day camp offered to students.
- Provided a series of engaging and educational field trips that offered participants memorable, first-time experiences.
    - Roller Rink: Many youth experienced roller skating for the first time, building confidence and enjoying physical activity in a fun, supportive environment.
    - Fresno Chaffee Zoo: Participants took part in a behind-the-scenes tour, where they observed zookeepers caring for animals and had the exciting opportunity to feed giraffes and stingrays.
    - Blackbeard's Family Entertainment Center: Youth enjoyed a fun-filled day playing arcade games, mini golf, and laser tag, encouraging teamwork and social interaction.
- Over 654 duplicated youth attended the Pan American Center.
- Over 1,026 duplicated youth attended the John Wells Youth Center.

Aquatics

- The Centennial Park Pool Complex opened its doors for the 2025 summer season, offering the following programs and hours:
    - Open Swim kicked off the week of June 9th, with the community able to access the pools Tuesday–Friday, from 12:30 pm – 4:30 pm.

- Admission for Open Swim is $1 for youth and $2 for adults.
- Pool rentals for June and July are nearly fully booked, indicating high community interest and demand.
- Private swimming lessons range from morning options including 10 am & 11 am, to afternoon options such as 5 pm & 6p m. Lessons are 50 minutes long.
- As of the end of June, the aquatics program has served an impressive 2,026 participants.
- Students from Washington Elementary School were welcomed for early-season field trips.
- As part of Aging Services (seniors), Aqua Dash started on June 10, 2025 and will continue Tuesday–Friday at 9 am

Aging Services

- Regular programming continues as scheduled. Some favorite programming that occurred in Quarter 4 of Fiscal Year 2024/25 includes:
  - Bailoterapia
  - Pickleball Class
  - Tech Classes
  - Chair Yoga
- The following figures reflect total participant visits to each center; individuals may be counted more than once if they attended multiple times.

	Pan-American	Frank Bergon
April	1,444	733
May	1,521	634
June	1,687	549

- As of April 21, 2025, both the FBSC and Pan-American Center are executing a partnership with the Fresno Madera Area Agency on Aging for the Lunch Program. Meals are offered Monday – Friday at 11:30 am to qualifying seniors.
- Special events related to Aging Services between April – June included:

Event	Date
Pismo Day Trip	April 10
Dinner Dance	April 11
Health screening (County Public Health Dept.)	April 23 & 29
Dinner Dance	May 2
Cinco de Mayo Celebration	May 5
Mother's Day Luncheon	May 9
Yosemite Day Trip	May 22
Father's Day Celebration	June 13
Elderly Fiduciary Abuse Presentation (County Behavioral Health Services)	June 17

Chukchansi Casino & Lunch Day Trip	June 26

- The City also offers an aquatics program for seniors discussed in the Aquatics section of this report.

Sports

- The following figures reflect the total number of participants in youth sports from April to June.

Program	Participants
Tiny Tikes Track & Field	32
Tiny Tikes Baseball	48
Youth Futsal	37
Youth Baseball	182

  - Middle School Basketball concluded. Champions were crowned, and a perpetual trophy is on display at the John Wells Youth Center.
  - In partnership with Major League Baseball (MLB), hosted a Pitch, Hit & Run Baseball Event. A total of 47 kids between the ages of 7 and 14 participated. The program was a success, offering youth the opportunity to showcase their skills.
- The following figures reflect the total number of participants in adult sports from April to June.

Sport	Participants
Softball	14 teams/210 players
Basketball	15 teams/180 players
Adult Open Gym Volleyball	Over 375 duplicated players

- The division welcomed three new Program Leaders to help expand and improve programming.
- Goals for the Sports division include:
  - New volleyball league for adults
  - Incorporate daytime adult open gym times
  - Put in an application to host a Junior Giants league next spring. This would provide a free baseball program for kids in partnership with the San Francisco Giants.

Community & Recreation Centers (Facilities)

- The following represents the number of rentals at the centers between April - June.

Center	# of rentals
Frank Bergon Senior Center	6
John Wells Youth Center	6

Pan-American Center	10
Youth Hut	2

- Crew members from the Public Works Facility Maintenance division have started the replacement of the two front exterior doors at the Pan-American Community Center. This replacement will improve the function and accessibility issues of the previous doors.
- Staff assisted with the Juneteenth event held on June 19, 2025, at Courthouse Park. Staff assisted with setting up and cleaning up for the event.

Special Events

- Hosted a successful Community Clean-Up Day at Lions Town and Country Park on Saturday, May 31, 2025. Over 60 community members came together to show their Madera pride and contribute to a cleaner, more welcoming public space. This event showcased strong community spirit and civic responsibility.
- Received a Pacific Gas & Electric Company's Charitable Contribution Donation of $10,000 for the Movies in the Park summer 2025 series. This donation will help provide General Fund relief to cover the public performance movie licenses, miscellaneous materials and supplies, and concession stand expenses. Movies in the Park were scheduled to begin on July 11, 2025 but due to excessive heat, is being postponed until the following week.

Madera Municipal Golf Course

- On April 16, 2025, staff provided an informational report to the City Council on the status of the golf course operations. The report included information on the rounds played for the last several years, golf course conditions, food and beverage operations, and plans for the remainder of the year.
- 12,707 rounds of golf were played during April – June, 2025.
- The Golf Course Advisory Committee is engaged in a sourcing exercise to procure a consultant to provide clarity and options regarding the irrigation issues raised in the USGA report.

FINANCIAL IMPACT:

The preparation and presentation of this informational report does not result in any significant financial impact. While there are costs associated with the organization and execution of the community events referenced in this report, these expenses have been accounted for in the City's Fiscal Year 2024/25 budget. All activities and events were planned in alignment with the City's financial resources and were incorporated into the approved budget to ensure fiscal responsibility. As such, no additional appropriations or adjustments to the current budget are necessary at this time.

ALTERNATIVES:

This report is for informational purposes only and no formal action is being requested.

ATTACHMENTS:

No attachments.

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 16, 2025

Agenda Number: E-2

SUBJECT:

Appointments to the Golf Course Advisory Committee

RECOMMENDATION:

This report is submitted to request direction from the City Council on the Golf Course Advisory Committee Members

SUMMARY:

The Golf Course Advisory Committee (GCAC) was established by the City Council on September 6, 2023, with the formal appointment of Committee members. The GCAC was established to serve in an advisory capacity to the City on matters dealing with the Madera Municipal Golf Course. Demonstrating a proactive approach, the committee has been focused on prioritizing maintenance and implementing improvement initiatives.

The GCAC is comprised of seven (7) members. The members represent seven distinct roles and have various terms of appointment.

Several committee members are reaching their term limit. As such, staff is seeking direction on appointments and nominations to the GCAC, so as to allow for a seamless transition to new members and avoid vacancies within the GCAC.

DISCUSSION:

During the June 21, 2023, City Council meeting, staff presented the Ninth Amendment to the Madera Municipal Golf Course Operation and Management Lease Agreement with SGM Inc. dba Sierra Golf Management, Inc. The Ninth Amendment extended the term of the lease agreement and made various economic modifications. One of the new terms included the formation of a

Golf Course Advisory Committee (GCAC). After Council direction, the GCAC was to be comprised of a seven-member body with one member from City Council. Council provided guidance to staff on the final Committee composition as follows:

1. One City Council Member
2. Parks Director
3. SGM Representative
4. Service Organization Representative
5. Golfer/At-large Community Member
6. Food and Beverage Director/Representative
7. Non-Golfer/At-large Community Member

The final Committee appointments are to be mutually agreed upon by both parties; City Council and SGM Inc.

On July 19, 2023, Council appointed Councilmember Jose Rodriguez as the City Council designee to the Committee membership.

During the August 16, 2023, regular meeting of Council, staff sought direction to fill the Service Organization Representative, Non-Golfer/At-Large Community Member, and Golfer/At-Large Community Member. Council approved the following actions during this meeting:

- Appointment of Karla Gran (Madera Evening Lions Club) to the Service Organization Representative
- Appointment of Chito Romero to the Golfer/At-Large Community Member
- Appointment of Edward McIntyre to the Non-Golfer/At-Large Community Member
- Term of appointment of two years for these three positions
- The Madera Evening Lions Club and the Morning Rotary Club currently meet on a regular basis at the golf course, with the first two-year appointment for the Service Organization Representative to be from the Madera Evening Lions Club.
- Should additional service organization(s) regularly meet at the golf course, the service organization(s) shall be added to the rotational schedule for the Service Organization Representative.

Ultimately, the GCAC was established, as listed in Table 1 below. Staff would like to highlight that as of August 21, 2023, the GCAC has held regular monthly meetings, convening on the third Monday of each month.

Table 1: *Committee Members*

Committee Member	Representing	Term of Appointment
1. Jose Rodriguez	City Council	Council Term
2. Joseph Hebert	Parks Director	Continual
3. Dan Bacci	SGM Representative	Continual

4. Karla Gran	Service Organization Representative	Two-years
5. Chito Romer	Golfer/At-Large Community Member	Two-years
6. Lisa Gill	Food and Beverage Director/Rep.	Continual
7. Edward McIntyre	Non-Golfer/At-Large Community Member	Two-years

There are three positions nearing their term of appointment, with their term ending in August 2025. These being the following:

- Service Organization Representative
- Non-Golfer/At-Large Community Member
- Golfer/At-Large Community Member

Staff is seeking direction on the appointments of these positions and/or nominations so as to ensure these positions are not left vacant for an extended period of time, if any. These positions would be left vacant for the GCAC September 15, 2025, meeting, should there be no formal appointment by the August 20, 2025, Council meeting.

As a point of reference, the positions nearing their two-year term limit are intended to fill the specific representation:

1. Social Service Organization Representative

Council has approved this position be provided to the Madera Evening Lions Club and the Morning Rotary Club to appoint one of their members to the Committee on a rotating basis. This would allow one Evening Lions Club representative to serve for one term, followed by a Morning Rotary Club representative to do so the following term, with the rotating schedule as follows every term thereafter.

Should additional service clubs meet regularly at the golf course; they are to be included in the rotation. Likewise, should one of the existing service clubs cease meeting at the golf course, their participation would also terminate.

The appointment of Karla Gran fulfilled the first term appointment by the Madera Evening Lions Club. This upcoming term opportunity would be provided for the Morning Rotary Club.

2. Non-Golfer/At-Large Community Member

Non-Golfer/At-Large Community Member, to ensure alignment with the intent of representation in the Committee. This representative would intentionally be a non-golfer, providing an external viewpoint.

3. Golfer At-Large

Golfer At Large, who might be able to provide a participant perspective to the Committee. This representative would have a history and knowledge of golf, the Madera Municipal Golf Course, providing an internal viewpoint.

FINANCIAL IMPACT:

There is no anticipated financial impact associated with the presentation of this report and Golf Course Advisory Committee members will not be compensated.

ALTERNATIVES:

No alternatives to request Council direction.

ATTACHMENTS:

None

Madera City Council Agenda
July 16, 2025

Agenda Item E-3
Informational Report on the Madera Metro System

(Report by Michael Lima)

There is no written report for this item.