# REGULAR MEETING OF THE MADERA CITY COUNCIL AND SPECIAL MEETING OF THE MADERA CITY COUNCIL AS THE GROUNDWATER SUSTAINABILITY AGENCY

205 W. 4th Street, Madera, California 93637

**NOTICE AND AGENDA**

**Wednesday, September 17, 2025**
**6:00 p.m.**

**Council Chambers**
**City Hall**

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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: 889 1965 3075 #. 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:** Joyce Lane, Glory of Zion Ministries

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OF AGENDA:**

**PRESENTATIONS:**

**1. Proclamation Recognizing Old Timers Week**

**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 Public Hearing Regarding the Program Year 2024/25 Community Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) and Financial Summary**

**Recommendation:** Conduct a Public Hearing, Invite Public Input, and Adopt a Resolution Approving the City's Program Year 2024/25 CAPER and Financial Summary (Report by Michael Lima)

**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 – September 3, 2025 and September 10, 2025**

**Recommendation:** Approve the City Council Minutes of September 3, 2025 and September 10, 2025 (Report by Alicia Gonzales)

**B-2 Informational Report on Register of Audited Demands**

**Recommendation:** Review Register of Audited Demands Report for August 23, 2025 to September 5, 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 (Council) (Report by Wendy Silva)

**B-4 Madera County Elections Division Fee Waiver Request for the Special Election occurring November 4, 2025**

**Recommendation:** Adopt a Resolution Waiving the Rental Fees of the Pan American Community Center starting on October 31, 2025, and ending on November 4, 2025, related to the Special Election, hosted by the Madera County Elections Division, at an Anticipated Rental Fee of $4,045 (Report by Joseph Hebert)

**B-5 Madera Unified School District Attendance Recovery Camp Consultant Services Agreement for School Year 2025-2026**

**Recommendation:** Adopt a Resolution Approving a Consultant Services Agreement between the City of Madera and Madera Unified School District for the Attendance Recovery Camp for School Year 2025-2026, not to exceed $11,274 (Report by Joseph Hebert)

**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)

**B-7 Second Amendment to the Agreement with Stantec Consulting Services, Inc. to Prepare the Quarterly Groundwater Monitoring Reports**

**Recommendation:** Adopt a Resolution Approving a Second Contract Amendment to the Professional Engineering Consulting Services with Stantec Consulting Services to Prepare the Quarterly Groundwater Monitoring Reports as Required by the New Waste Discharge Permit (R5-2022-0074) for the Wastewater Treatment Facility for 27,000 (Report by Arnoldo Rodriguez)

**B-8 Streamlining Caltrans Improvements to the Avenue 17 and State Route 99 Interchange**

**Recommendation:** Adopt a Resolution Authorizing Kimley Horn and Associates to Act Related to Certain Caltrans Improvements for Avenue 17 and State Route 99, and to Approve a Covenant to Indemnify with NP Opco, LLC. (Report by Keith Helmuth)

**B-9 City Participation in the National Opioid Settlement Agreements with Secondary Manufacturers**

**Recommendation:** Adopt a Resolution:

1. Approving Settlement Agreements and Participation Forms for the City's participation in the New National Opioid Settlement Agreements with Alvogen, Inc., Amneal Pharmaceuticals Inc., Apotex Inc., Hikma Pharmaceuticals Usa, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals Inc., (collectively referred to as Secondary Manufacturers), and authorizing the City Manager to execute all necessary documents and carry out all required actions to ensure

the City's participation, including transmittal of executed documents and participation in future related settlements, as applicable; and

2. Approving the California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds relating to the New National Opioid Settlement Agreements with Secondary Manufacturers (Report by Arnoldo Rodriguez)

**B-10 City Participation in the National Opioid Settlement Agreements with Purdue and Sackler Family**

**Recommendation:** Adopt a Resolution:

1. Approving Settlement Agreements and Participation Forms for the City's participation in the New National Opioid Settlement Agreements with Purdue Pharma LLC., and the Sackler Family and their affiliates (Purdue) and authorizing the City Manager to execute all necessary documents and carry out all required actions to ensure the City's participation, including transmittal of executed documents and participation in future related settlements, as applicable; and
2. Approving the California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds relating to the New National Opioid Settlement Agreements with Purdue and the Sackler Family (Report by Arnoldo Rodriguez)

**B-11 Community Development Block Grant (CDBG) Program Year 2025/26 Subrecipient Agreements**

**Recommendation:** Adopt Resolutions Approving the Program Year 2025/26 CDBG Subrecipient Agreement for Services for:

1. $177,958.20 with City of Madera Program Year 2025/26 CDBG Administration; and
2. $20,000 with Community Action Partnership of Madera County; and
3. $15,000 with Madera Coalition for Community Justice; and
4. $15,000 with Project Run Madera; and
5. $15,000 with O.L.I.V.E. Charitable Organization; and
6. $45,000 with Community Action Partnership of Madera County; and
7. $18,446.20 with Madera County Workforce; and
8. $40,022.45 with City of Madera Parks Department (Senior Program); and
9. $230,047 with City of Madera Public Works Department (Sidewalk Replacement Program); and
10. $413,317.15 with City of Madera Parks Department (Centennial Pool Complex); and
11. $10,000 with City of Madera Parks Department (Taubert Park) (Report by Michael Lima)

**C.** **WORKSHOP:** None

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

**D-1 Sixth Amendment to the City Clerk At-Will Employment Agreement**

**Recommendation:** This report has been prepared at the direction of the City Council (Council), therefore there is no staff recommendation provided. Council is asked to consider and determine whether to adopt the Resolution approving a Sixth Amendment to the City Clerk At-Will Employment Agreement (Report by Wendy Silva)

**D-2 Award of Contract and Budget Amendment the Airport Apron A2 and Hangar Taxilane Rehabilitation Project**

**Recommendation:** Adopt a Resolution:

1. Awarding the construction contract for the Apron A2 and Hangar Taxilane Rehabilitation Project to Terra West Construction, Inc. for $2,199,805.00; and
2. Amending the Fiscal Year 2025-26 Operating Budget, and
3. Adopting a Class 2 (Replacement or Reconstruction) Categorical Exemption under CEQA (Report by Arnoldo Rodriguez)

**E.** **ADMINISTRATIVE REPORTS:**

**E-1 Selecting Recipients for October Proclamations**

**Recommendation:** Request for Council's Selection of Recipients for the following Proclamations: Breast Cancer Awareness Month, Indigenous People's Day, Domestic Violence Awareness Month (Report by Alicia Gonzales)

**E-2 Domestic Well Mitigation Program (DWMP)**

**Recommendation:** Receive update and provide direction regarding information provided as part of this report to City Council *(Action on this item by the (GSA) Groundwater Sustainability Agency)* (Report by Keith Helmuth)

**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, October 1, 2025
- Wednesday, October 15, 2025

**ADJOURNMENT:**

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- 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.

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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 September 17, 2025, near the front entrances of City Hall and on the City's website www.madera.gov at 7:00 p.m. on September 12, 2025.

Alicia Gonzales

Alicia Gonzales, City Clerk

# REPORT TO CITY COUNCIL

**Approved by:**

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

**Council Meeting of:** September 17, 2025

**Agenda Number:** A-1

**SUBJECT:**

Public hearing regarding the Program Year 2024/25 Community Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) and financial summary

**RECOMMENDATION:**

Conduct a public hearing, invite public input, and adopt a Resolution approving the City's Program Year 2024/25 CAPER and financial summary

**SUMMARY:**

The CAPER details the progress made using CDBG funds during Program Year (PY) 2024/25 (July 1, 2024, to June 30, 2025) towards achieving the goals identified in the City's Program Year 2024/25 Annual Action Plan (AAP). The City will meet Housing and Urban Development Department (HUD) requirements regarding preparation and adoption of the CAPER, including public noticing and the opportunity to receive public comment. Staff recommends approval of the CAPER to meet the City's program obligations for continued receipt and use of CDBG funds.

**DISCUSSION:**

The City is a CDBG entitlement jurisdiction which receives an annual funding allocation. HUD requires CDBG entitlement communities to annually review and publicly report on the progress made in carrying out the AAP. This public report is the CAPER.

In addition to requiring its preparation, HUD regulations require an opportunity for the public to comment on the CAPER. For the PY 2024/25 CAPER, the 15-day required public comment period began August 30, 2025 by publishing a public hearing notice in the Madera Tribune. The public comment notice was also shared with the Madera County Library and Housing Authority of the City of Madera. Notices contained details about the date, time, and location for the public hearing

and directions on submission of citizen comments. The public comment period ends on September 15, 2025. No comments were received as of the writing of this staff report; however, any comments received after the production of this staff report will be shared with Council during its September 17, 2025 meeting.

The CAPER reflects the City's continued progress in both expending its CDBG funds in a timely manner and meeting the program's primary objectives. The City received $989,495 for its PY 2024/25 CDBG allocation. The total disbursement amount for PY 2024/25 was $1,094,060.14. The difference between the Program Year's allocation and expenditures is caused by expenditures in projects from previous Program Years that were completed or made significant progress. Please refer to HUD report PR26 (Attachment B) for a detailed breakdown of expended funds.

The following provides a summary of activities and accomplishments of programs and projects during the PY 2024/25.

**Table 1:** *Summary of CDBG Sub-Recipient Accomplishments*

| Sub-Recipient | Goal | Outcome | PY 2024/25 Accomplishments |
|---|---|---|---|
| Madera Coalition for Community Justice (MCCJ) – *Youth Environmental Stewardship* | 30 Clients served | 32 clients served | MCCJ surpassed their goal and successfully served 32 students in their year-long program focusing on environmental justice issues. |
| O.L.I.V.E. Charitable Organization – *The Bennet House* | 24 Clients Served | 31 Clients Served | O.L.I.V.E. exceeded their goal to provide services to victims of human sex trafficking. Case-managed care including counseling, education/job assistance, drug rehabilitation, and financial literacy and training were provided. |
| City of Madera Parks Department -*Seniors Nutrition & Recreation Program* | 500 Clients Served | 333 Clients Served | The City Parks Department served approximately 333 unduplicated seniors with nutritious meals at the Pan-Am Community Center and the Frank Bergon Senior Center. Additional recreation activities were also implemented such as health and wellness classes, nutrition education, games, and arts and crafts. |
| Project Run Madera – *Project Run Madera* | 500 Clients Served | 442 Clients Served | Project Run served 442 Madera track and field athletes with running shoes, shirts, sports bras and socks. |

| | | | |
|---|---|---|---|
| CAPMC – *Housing Stabilization* | 10 Clients Assisted | 23 Clients Assisted | CAPMC Housing assisted 23 individuals to prevent homelessness by providing direct housing assistance, case management, and supportive services. |
| CAPMC – *Continuum of Care* | N/A[1] | N/A[1] | The CAPMC CoC program addressed community challenges created by homelessness, coordinated case management, intake, and referrals with the local and regional collaboration of homeless service providers, input and accessed data to the Homeless Management Information System and represented Madera in the Fresno/Madera Continuum of Care. |
| City of Madera Parks Department- *Frank Bergon Center* | 4,180 Clients Assisted | 4,180 Clients Assisted | The City Parks Department completed upgrades and repairs to the Frank Bergon Senior Center which included kitchen upgrades and perimeter fencing. |
| City of Madera- Public Works Department- *Sidewalk and ADA Corner Ramp* | 10,000 Clients Assisted | 2,000 Clients Assisted | Approximately 5,000 square linear feet of sidewalk completed. These repairs were completed in low-moderate income residential areas within City limits. Approximately 2,000 low-moderate income residents will benefit from sidewalk improvements. |
| City of Madera – Engineering Department *Parking Lot Rehabilitation* | 6,600 Clients Assisted | 0 Clients Assisted | This project is underway. The goal of the project involves improving parking lots of City owned community buildings. |
| City of Madera – Engineering Department *Clinton Street Sewer and Water Improvements* | 3,034 Clients Assisted | 0 Clients Assisted | This project is underway. The goal of the project is to repair, rehabilitate, and replace deteriorating sewer main and water lines along Clinton Avenue. Upon completion, an approximate 3,034 local residents will benefit from this improvement. |
| [1] Administration grant, therefore, no direct clients are served | | | |

In September 2020 and June 2021, the City received CDBG funds to respond, prepare, and prevent Coronavirus (CDBG -CV). The combined total of both allocations was $938,981. Of this total, $50,000 was allocated to the City for the administration of these funds. At the end of PY 2024/2025, 71 percent of the total CDBG-CV award has been expended. HUD requires all CDBG-

CV funds to be expended by September 2026. During the 2023/2024 Program Year, staff received CDBG-CV technical assistance to explore other eligible uses of CDBG-CV funds and received guidance about the process required to repurpose CDBG-CV funds. Staff continued monitoring CDBG-CV subrecipients. Since approximately 29 percent of the CDBG-CV awards remain unspent, staff will return to Council later this fiscal year to seek guidance in repurposing these funds to avoid returning unexpended CDBG-CV funds to HUD. Please refer to HUD report PR26 (Attachment C) for a detailed breakdown of expended funds.

**FINANCIAL IMPACT:**

Approval of the CAPER will not have a direct financial impact on the General Fund, but will satisfy HUD requirements to maintain the City's eligibility for future CDBG funding.

**ALTERNATIVES:**

As an alternative, the Council may:

- Request additional information from staff prior to taking action.
- Request that staff modify and/or amend the draft CAPER prior to action.
- Direct staff to not submit the CAPER to HUD.

**ATTACHMENTS:**

1. Resolution
2. Attachment A: PY 2024/25 CAPER
3. Attachment B: HUD Report PR-26 CDBG Expenditure Report
4. Attachment C: HUD Report PR-26 CDBG-CV Expenditure Report

**RESOLUTION NO. 25-___**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE PROGRAM YEAR (PY) 2024/25 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT AND FINANCIAL SUMMARY**

**WHEREAS,** the Consolidated Annual Performance and Evaluation Report (CAPER) reflects City of Madera's performance of its PY 2024/2025 CDBG Annual Action Plan; and

**WHEREAS,** the U.S. Department of Housing and Urban Development (HUD) requires entitlement communities receiving CDBG funds to annually review and publicly report on the progress made in carrying out its Annual Action Plan; and

**WHEREAS**, HUD requires submission of the CAPER within 90 days after the program year end on June 30, 2024; and

**WHEREAS,** as required by HUD regulations, citizen participation was encouraged by publishing notice of the public comment period and hearing, inviting the public to provide input; and

**WHEREAS,** published notices contained details about the date, time and location for the public hearing and advised that citizens' comments may be submitted in person or in writing until September 15, 2025; and

**WHEREAS,** at its regular City Council Meeting of September 17, 2025, the City Council held a public hearing to consider the CAPER; and

**WHEREAS,** staff recommends approval of the CAPER to ensure compliance with HUD requirements and to ensure that City's continued receipt and use of CDBG funding is not jeopardized.

**NOW THEREFORE,** the City council of the City of Madera hereby finds, orders and resolves as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The City Council approves the PY 2024/2025 HUD City of Madera Consolidated Annual Performance and Evaluation Report and Financial Summary Report, a copy of which is attached as Attachment A to this resolution and incorporated by reference.
3. This resolution is effective immediately upon adoption.

# City of Madera 2024/2025 Consolidated Annual Performance and Evaluation Report

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Madera, CA 93637
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## CR-05 - Goals and Outcomes

**Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)**
*This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.*

The Program Year 2024/25 Year is the final year of the City of Madera's current Consolidated Plan for planning years 2020-2024 and accounts for projects and activities funded with Community Development Block Grant (CDBG) funds. The Program Year (PY) 2024/25 Consolidated Annual Performance and Evaluation Report (CAPER) provides a summary of accomplishments for activities between July 1, 2024, through June 30, 2025.

Major initiatives and highlights proposed and executed throughout the program year are as follows:

Public Services:

1. Project Run Madera, *Project Run Madera* assisted 442 student athletes with new running shoes, sports bras, shorts, and other running gear.
2. OLIVE, *OLIVE Safe House* exceeded their goal in the number of persons assisted by successfully providing individualized care to 31 victims of human trafficking.
3. Madera Coalition for Community Justice, *Youth Stewardship Project* exceeded their goal and assisted 32 youth in the area of community environmentalism.
4. Community Action Partnership, *Housing Stabilization Project* assisted 23 individuals to prevent homelessness by providing direct emergency housing assistance, case management, and supportive services.
5. City of Madera Parks, *Senior Nutrition Project* served 333 seniors by providing various extracurricular activities and congregate meals.

Capital/Public Improvement Projects:

1. City of Madera Parks, Improvements to the *Frank Bergon Senior Center* were completed and will benefit approximately 4,180 seniors in the community.

2. City of Madera Engineering Department, *Parking Lot Rehabilitation* at local community centers is underway. Upon completion, an anticipated 6,600 Madera residents will benefit from such improvements.
3. City of Madera Engineering Department, *Clinton Street Water and Sewer Project* has made great progress. It is estimated that about 3,034 local residents will benefit from this improvement.
4. City of Madera Public Works Department, *Sidewalks and ADA Ramp Improvements Project* completed this project. Over 5,000 square linear feet of concrete was poured this PY.

**Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**
*Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.*

| Goal | Category | Source / Amount | Indicator | Unit of Measure | Expected Strategic Plan | Actual Strategic Plan | Percent Complete | Expected Program Year | Actual Program Year | Percent Complete |
|---|---|---|---|---|---|---|---|---|---|---|
| Access to Affordable Housing | Affordable Housing | CDBG: $ / RLF: $ | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit | Persons Assisted | 200 | 0 | 0.00% | 0 | 0 | 0.00% |
| Access to Affordable Housing | Affordable Housing | CDBG: $ / RLF: $ | Other | Other | 20 | 0 | 0.00% | 0 | 0 | 0.00% |

| Goal | Category | Source / Amount | Indicator | Unit of Measure | Expected Strategic Plan | Actual Strategic Plan | Percent Complete | Expected Program Year | Actual Program Year | Percent Complete |
|---|---|---|---|---|---|---|---|---|---|---|
| Administration | Administration | CDBG: $ | Public service activities for Low/Moderate Income Housing Benefit | Households Assisted | 20,000 | 0 | 0.00% | 0 | 0 | 0.00% |
| Enhance Economic Well-Being | Non-Housing Community Development | CDBG: $ | Public service activities for Low/Moderate Income Housing Benefit | Households Assisted | 10 | 0 | N/A | 0 | 0 | N/A |
| Enhance Quality of Infrastructure | Non-Housing Community Development | CDBG: $ | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit | Persons Assisted | 0 | 15,680 | N/A | 4,180 | 6,180 | 100% |
| Enhance Quality of Infrastructure | Non-Housing Community Development | CDBG: $ | Other | Other | 1,500 | 0 | 0.00% | 6,600 | 0 | 0.00% |

| Goal | Category | Source/ Amount | Indicator | Unit of Measure | Expected Strategic Plan | Actual Strategic Plan | Percent Complete | Expected Program Year | Actual Program Year | Percent Complete |
|---|---|---|---|---|---|---|---|---|---|---|
| Improve Access to Services | Non-Homeless Special Needs Non-Housing Community Development | CDBG: $ | Public service activities other than Low/Moderate Income Housing Benefit | Persons Assisted | 840 | 1,892 | 100% | 1,030 | 807 | 78% |
| Improve Access to Services | Non-Homeless Special Needs Non-Housing Community Development | CDBG: $ | Other | Other | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| Prevent and Reduce Homelessness | Homeless | CDBG: $ | Homelessness Prevention | Persons Assisted | 300 | 56 | 19% | 34 | 54 | 100% |

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

**Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

Each of the goals listed in the above charts are indicative of the programs the City assisted to address the specific objectives identified in the PY 2024/25 AAP. In terms of the City's use of funds towards the highest need area (housing and homelessness), the City continued diligent efforts in filling these local gaps and meeting the annual goals. A portion of the City's CDBG Administration allocation funded the Community Action Partnership of Madera County (CAPMC) local and regional homeless services coordination and participation in the Fresno Madera Continuum of Care (FMCoC). This project serves to plan the annual Point In Time homeless count.

## CR-10 - Racial and Ethnic composition of families assisted

**Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)**

| | CDBG |
|---|---|
| White | 3,680 |
| Black or African American | 191 |
| Asian | 92 |
| American Indian or American Native | 30 |
| Native Hawaiian or Other Pacific Islander | 0 |
| **Total** | **3,993** |
| Hispanic | 3,210 |
| Not Hispanic | 783 |

**Table 2 – Table of assistance to racial and ethnic populations by source of funds**

### Narrative

The CDBG program serves residents of all races and ethnicities. In the "White" category, 617 residents identify as "Other" in the demographic information collected by subrecipients. For purposes of ensuring these individuals were represented, they were placed in the "White" category. CDBG and all other federal and state funds committed to activities within the City of Madera include a directive to serve low- and moderate-income persons and households within the community. The City will continue to assess outreach, intake and delivery of projects/activities to reach and accommodate the targeted population.

## CR-15 - Resources and Investments 91.520(a)

### Identify the resources made available

| Source of Funds | Source | Resources Made Available | Amount Expended During Program Year |
|---|---|---|---|
| CDBG | public - federal | $989,495 | $1,094,060 |
| Other | public - federal | 0 | |
| Other | public - state | 0 | |

**Table 3 - Resources Made Available**

### Narrative

### Identify the geographic distribution and location of investments

| Target Area | Planned Percentage of Allocation | Actual Percentage of Allocation | Narrative Description |
|---|---|---|---|
| City of Madera City Limits | 100 | 100 | |

**Table 4 – Identify the geographic distribution and location of investments**

### Narrative

All funds were expended within CDBG eligible census tracts. Staff verifies eligibility using the map application of the low-and moderate- income summary data (LMISD). In addition to the PY 2024/25 CDBG allocation, previous years' allocations were expended as progress on open projects continued.

**Leveraging**

*Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.*

The majority of the subrecipients have secondary resources to maximize their CDBG funding award. Resources made available to carry out CDBG-funded subrecipient activities include sources from the Fresno/Madera Area Agency on Aging, Local Workforce Innovation and Opportunity Act, CalWORKs, Department of Rehabilitation, Local Transportation Funds and Development Impact Fees. In addition, some subrecipients receive donations and utilize in-kind volunteers.

## CR-20 - Affordable Housing 91.520(b)

**Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.**

| | One-Year Goal | Actual |
|---|---|---|
| Number of Homeless households to be provided affordable housing units | 34 | 0 |
| Number of Non-Homeless households to be provided affordable housing units | 0 | 0 |
| Number of Special-Needs households to be provided affordable housing units | 0 | 0 |
| **Total** | **34** | **0** |

**Table 5 – Number of Households**

| | One-Year Goal | Actual |
|---|---|---|
| Number of households supported through Rental Assistance | 0 | 0 |
| Number of households supported through The Production of New Units | 0 | 0 |
| Number of households supported through Rehab of Existing Units | 1 | 0 |
| Number of households supported through Acquisition of Existing Units | 0 | 0 |
| **Total** | **1** | **0** |

**Table 6 – Number of Households Supported**

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

The City understands the need for an increase in affordable housing. No applications were received for this specific project; so, the City will work on citizen participation to improve community outreach.

The City is now a HOME Participating Jurisdiction (PJ) and will use HOME funds to increase housing stock and/ or improving the existing housing stock in the community. This may be met through the implementation of an owner-occupied rehabilitation program and /or through the development of affordable housing.

**Discuss how these outcomes will impact future annual action plans.**

The City recognizes the ongoing need to support affordable housing and work toward

preventing/reducing homelessness. The demand for affordable housing programs continues. The increase in home appraisals results in higher down payment costs, creating a burden for residents trying to purchase a home. The City will continue to seek partnerships with affordable housing developers to provide the affordable housing units needed.

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

The goal of number of homeless assistance was met, but the City understands that there is still a need/importance of affordable housing. No applications were received for this specific project; so, the City will work on citizen participation to improve community outreach.

| Number of Households Served | CDBG Actual | HOME Actual |
|---|---|---|
| Extremely Low-income | 0 | 0 |
| Low-income | 0 | 0 |
| Moderate-income | 0 | 0 |
| **Total** | **0** | **0** |

**Table 7 – Number of Households Served**

### Narrative Information

The City is aware of the need for increased affordable housing stock in the community. The need to assist families obtain or maintain affordable housing is critical for a community to thrive. As mentioned, the City is now a HOME PJ. The Consolidated Plan for the planning years 2025-2029 is focused on increasing affordable housing stock. In addition to CDBG and HOME funds, the City intends on utilizing Permanent Local Housing Allocation (PLHA) program funds and other federal, state, and local funds as they become available to invest in affordable housing for the community.

## CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through: Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City collaborates with the Madera Homeless Coalition. This coalition consists of representatives from the Department of Social Services, local faith-based organizations, Madera Food Bank, Madera Rescue Mission, the Madera County Sherriff's Department, and the Madera Police Department. The Community Action Partnership of Madera County (CAPMC) leads the Coalition and represents the region on the Fresno Madera Continuum of Care (FMCoC). The FMCoC coordinates an active multi-disciplinary team. Efforts to meet specific objectives for reducing and ending homelessness are evaluated. The outcome of this evaluation determines the direction taken to reach out to support the homeless.

During the PY 2024/25, two subrecipients met and exceeded their goal toward preventing and reducing homelessness. The OLIVE Safe House projects assisted 31 victims of human sex trafficking. Case managed care including counseling, education/job assistance, drug rehabilitation, and financial literacy and training were provided. The second subrecipient was the Housing Stabilization project operated by CAPMC. A total of 23 individuals received either direct housing assistance, case management, or supportive services that prevented homelessness.

**Addressing the emergency shelter and transitional housing needs of homeless persons**

The City collaborates with CAPMC, an active member of the Fresno Madera Continuum of Care (FMCoC). The FMCoC is the organization responsible for the Fresno & Madera Regional 10-Year Plan to end Homelessness. The FMCoC meets HUD's requirements to provide a comprehensive coordinated homeless housing and services delivery system. The FMCoC assisted homeless persons in making the critical transition from homelessness to independent or supportive permanent housing, accessing education, health and mental health services, employment training, and life skills development. CAPMC also operates a Housing Stabilization program which helps individuals receive temporary emergency housing assistance.

Additionally, the City works in close partnership with the Madera Rescue Mission which provides vital services to individuals and families that find themselves without a home. The Mission provides meals, lodging, 9- to- 12 months of in-patient Recovery Program, and additional services designed to prepare individuals to re-enter the community.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

Resources were provided by the Madera County Department of Social Services through CalFresh, CalWorks, Medi-Cal, General Relief and other programs. In addition, Madera residents have access to facilities in adjacent larger cities and counties that have community care facilities and supportive housing beds for people with health-related needs.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The partnerships developed between the FMCoC members and other agencies allow service providers to coordinate efforts to assist those experiencing homelessness make the transition to permanent housing and remain permanently housed as quickly as possible.

Operated by the Madera Rescue Mission, Multi-Agency Access Program (MAP) is an integrated intake process that connects individuals facing homelessness and connects them with housing. MAP connects those homeless facing challenges with behavioral health, substance abuse, physical health and/or mental health to the appropriate social services.

## CR-30 - Public Housing 91.220(h); 91.320(j)

### Actions taken to address the needs of public housing

The Housing Authority of the City of Madera (HACM) receives Federal and State funding for the HACM's Section 8, Public Housing, Farm Worker Housing, and Pomona Ranch Migrant Housing Center. The HACM receives annual allocations of Federal and State housing funds. The annual allocations for both are insufficient to address the extent of households paying more than half of their income for rent or living in substandard housing and for providing additional public housing. A portion of the HACM's budget is allocated to maintenance, thereby addressing health and safety needs of their public housing units.

### Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

All Public Housing families are invited to participate in becoming a Resident Advisory Board (RAB) member. The members take on an important role in the policy, procedures, and program implementations. RAB members make recommendations regarding the development of the Agency Plan or any significant amendments or modifications to the Agency Annual or Five-Year Plans. All Public Housing participants are invited and encouraged to participate in the Family Self Sufficiency (FSS) program. This program encourages families to become homeowners.

Families in the FSS and Resident Opportunities and Self-Sufficiency programs are provided information on training and employment opportunities and other community resources. At the time that a family moves into a Public Housing unit, a survey is given to them to see what kinds of supportive services would benefit them.

### Actions taken to provide assistance to troubled PHAs

Not Applicable. HACM is not designated as a "troubled" agency.

## CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

The City of Madera meets the California Department of Housing and Community Development objectives and strategies as follows:

Access to Opportunity/ Outreach and Engagement:
Engaged in campaign or other approach to combat NIMBYism. The Housing Element and Zoning Ordinance support a variety of housing supply.

Ensure language access (e.g., translations and multi-lingual staff) in dominant languages in materials and at meetings):
Bilingual (English and Spanish) public meeting and hearing announcements are published and posted. Availability of translation is verbally announced during the public hearings. Posted. Bilingual staff is available during each public meeting.

Support strategies to facilitate leadership development (improving capacity to engage in local decision-making):
The Citizens' Police Academy facilitates leadership development. Non-profits are awarded funds for youth and parent engagement activities. The Citizens' Leadership Academy also facilitates citizens learning and understanding of local government operations through a cohort of Department heads.

Recruit residents from neighborhoods to serve or participate in boards, committees and other local government bodies:
The City Council is elected by district and the Mayor is elected at-large. The City Council approves the appointment of members from each district as recommended by the Mayor to boards, committees, and other local government bodies.

Meetings:
Meetings are held in the evenings in locations accessible to persons with disabilities and interpretation/translation services provided.

Actively seek a variety of funding opportunities:
Staff actively seeks funding sources to rehabilitate homes, develop parks, expand transit, and provide pedestrian and bicycle transportation.

Seek funding to prioritize basic infrastructure improvements while mitigating displacement and increased costs to vulnerable populations (e.g., seniors, persons with disabilities and

farmworkers):
Staff actively seeks funds to improve infrastructure in disadvantaged areas of the City. No displacement or increased costs are associated with these improvements.

Target acquisition and rehabilitation of vacant and blighted properties:
Staff actively seeks funds for infill development.

Affirmatively market or take other actions to promote use of housing choice vouchers in high opportunity areas:
The HACM promotes the use of housing choice vouchers citywide.

**Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

In PY 2024/2025, the City funded programs and activities to address underserved needs among all the funded projects. Notable challenges reported by subrecipients include:

- OLIVE Charitable Organization partnered with local law enforcement and other agencies to identify, rescue and rehabilitate victims of sex trafficking. They assisted a total of 31 clients in the program year. While this exceeded their goal of assisting 24, the rapid rise in victims of sex trafficking results in referrals to outside agencies to avoid compromising the quality of care provided.
- Project Run helped provide 442 student athletes with running shoes, shorts, shirts, sports bras and socks. However, was unable to meet the 500-person goal due to increased costs.
- City Parks, Senior Nutrition project experienced an increased population of unsheltered individuals congregating outside of the senior centers. The challenges of cleaning and sanitizing surrounding areas became problematic. Staff reported a concern of the impact to attendance.

**Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

The City and subrecipients provide lead-based paint testing as required by funding sources for residential rehabilitation and acquisition.

**Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

The City provided assistance to at-risk youth and their families. Mentorship, social activities, leadership strategies and multiple resources were provided to these individuals and families to help them achieve more stable and healthy lives.

**Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

The City's CDBG-funded programs are administered by the City's Finance Department - Grants Division. This Division works collaboratively with other City Departments such as Planning, Community Development, Engineering, Finance, Building, Public Works, and Parks. With the planning of the 2025-2029 Consolidated Plan, City staff was able to meet many new stakeholders. The City understands the importance of networking within the community and remains committed to resume such practice during PY 2025/26.

**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

The City will continue to meet with HACM staff during PY 2025/26 to address the local needs of public housing residents and bridge the social service gap. The HACM was very involved in stakeholder meetings during the preparation of the 2025-2029 Consolidated Plan. Their feedback was documented and helped identify local needs.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

The City has continued to comply with antidiscrimination requirements, including all applicable Federal regulations as demonstrated in the City’s application for Community Development Block Grant, HOME, and other Federal funds, implement policies and programs identified in its Housing Element and implement Zoning Ordinance amendments necessary to further fair housing and implement the recommended actions in the City of Madera ADA Self-Evaluation and Transition Plan to modify its policies, practices, and procedures to avoid discrimination against people with disabilities.

## CR-40 - Monitoring 91.220 and 91.230

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

City staff is available to offer assistance and answer questions from subrecipients. At minimum, City staff contacts each subrecipient on a quarterly basis upon the submission of quarterly reports, invoices, and any related matters. Staff works with departments issuing CDBG-funded Request For Proposals (RFP) to ensure federal compliance with additional rules and regulations.
**Citizen Participation Plan 91.105(d); 91.115(d)**

**Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports**.

Pursuant to HUD public noticing requirements, the CAPER was made available for a 15-day public review and comment period. This public comment period began on August 30, 2025. The notice of the public comment period was published in the Madera Tribune. The draft CAPER is available on the City's website at www.madera.gov. Copies are also available at Madera City Hall in the Grants Division's office. The notice was also provided to the HACM and the Madera County Library. The public was invited to submit comments directly to staff during the comment period.
The 15-day public review and comment period will close on September 15, 2025. A public hearing is scheduled for Wednesday, September 17, 2025.

***This section to be updated after the public hearing as appropriate.*

## CR-45 - CDBG 91.520(c)

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

Community outreach efforts with citizens were meaningful and informed when developing the Action Plan. Community input was prioritized in the development of the AAP. There were no changes in program objectives.
**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No.

**BEDI grantees: Describe accomplishments and program outcomes during the last year.**

N/A

## CR-58 – Section 3

### Identify the number of individuals assisted and the types of assistance provided

| Total Labor Hours | CDBG | HOME | ESG | HOPWA | HTF |
|---|---|---|---|---|---|
| Total Number of Activities | 1 | 0 | 0 | 0 | 0 |
| Total Labor Hours | 240 | | | | |
| Total Section 3 Worker Hours | 0 | | | | |
| Total Targeted Section 3 Worker Hours | 0 | | | | |

**Table 8 – Total Labor Hours**

| Qualitative Efforts - Number of Activities by Program | CDBG | HOME | ESG | HOPWA | HTF |
|---|---|---|---|---|---|
| Outreach efforts to generate job applicants who are Public Housing Targeted Workers | | | | | |
| Outreach efforts to generate job applicants who are Other Funding Targeted Workers. | | | | | |
| Direct, on-the job training (including apprenticeships). | | | | | |
| Indirect training such as arranging for, contracting for, or paying tuition for, off-site training. | | | | | |
| Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching). | | | | | |
| Outreach efforts to identify and secure bids from Section 3 business concerns. | X | | | | |
| Technical assistance to help Section 3 business concerns understand and bid on contracts. | | | | | |
| Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns. | | | | | |
| Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services. | | | | | |
| Held one or more job fairs. | | | | | |
| Provided or connected residents with supportive services that can provide direct services or referrals. | | | | | |
| Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation. | | | | | |
| Assisted residents with finding child care. | | | | | |
| Assisted residents to apply for, or attend community college or a four year educational institution. | | | | | |
| Assisted residents to apply for, or attend vocational/technical training. | | | | | |
| Assisted residents to obtain financial literacy training and/or coaching. | | | | | |
| Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns. | | | | | |
| Provided or connected residents with training on computer use or online technologies. | | | | | |
| Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses. | | | | | |
| Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act. | | | | | |

**Table 9 – Qualitative Efforts - Number of Activities by Program**

# Attachment B

| | |
|---|---|
| **PART I: SUMMARY OF CDBG RESOURCES** | |
| 01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR | 1,414,377.70 |
| 02 ENTITLEMENT GRANT | 989,495.00 |
| 03 SURPLUS URBAN RENEWAL | 0.00 |
| 04 SECTION 108 GUARANTEED LOAN FUNDS | 0.00 |
| 05 CURRENT YEAR PROGRAM INCOME | 7,000.00 |
| 05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE) | 0.00 |
| 06 FUNDS RETURNED TO THE LINE-OF-CREDIT | 1,705.00 |
| 06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT | 0.00 |
| 07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE | 0.00 |
| 08 TOTAL AVAILABLE (SUM, LINES 01-07) | 2,412,577.70 |
| **PART II: SUMMARY OF CDBG EXPENDITURES** | |
| 09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION | 927,696.98 |
| 10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT | 0.00 |
| 11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10) | 927,696.98 |
| 12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION | 166,363.16 |
| 13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS | 0.00 |
| 14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES | 0.00 |
| 15 TOTAL EXPENDITURES (SUM, LINES 11-14) | 1,094,060.14 |
| 16 UNEXPENDED BALANCE (LINE 08 - LINE 15) | 1,318,517.56 |
| **PART III: LOWMOD BENEFIT THIS REPORTING PERIOD** | |
| 17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS | 0.00 |
| 18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING | 0.00 |
| 19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES | 927,696.98 |
| 20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT | 0.00 |
| 21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20) | 927,696.98 |
| 22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11) | 100.00% |
| **LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS** | |
| 23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION | PY: 2023 PY: 2024 PY: 2025 |
| 24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION | 927,696.98 |
| 25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS | 927,696.98 |
| 26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24) | 100.00% |
| **PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS** | |
| 27 DISBURSED IN IDIS FOR PUBLIC SERVICES | 150,340.37 |
| 28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR | 3,224.12 |
| 29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR | 15,145.74 |
| 30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS | 0.00 |
| 31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30) | 138,418.75 |
| 32 ENTITLEMENT GRANT | 989,495.00 |
| 33 PRIOR YEAR PROGRAM INCOME | 130,823.18 |
| 34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP | 0.00 |
| 35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34) | 1,120,318.18 |
| 36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35) | 12.36% |
| **PART V: PLANNING AND ADMINISTRATION (PA) CAP** | |
| 37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION | 166,363.16 |
| 38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR | 7,731.25 |
| 39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR | 34,623.95 |
| 40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS | 0.00 |
| 41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40) | 139,470.46 |
| 42 ENTITLEMENT GRANT | 989,495.00 |
| 43 CURRENT YEAR PROGRAM INCOME | 7,000.00 |
| 44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP | 0.00 |
| 45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44) | 996,495.00 |
| 46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45) | 14.00% |

**LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17**

No data returned for this view. This might be because the applied filter excludes all data.

**LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18**

No data returned for this view. This might be because the applied filter excludes all data.

**LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19**

| Plan Year | IDIS Project | IDIS Activity | Voucher Number | Activity Name | Matrix Code | National Objective | Drawn Amount |
|---|---|---|---|---|---|---|---|
| 2023 | 11 | 336 | 6999474 | City Parks Frank Bergon Senior Center | 03A | LMC | $27,704.08 |
| 2023 | 11 | 336 | 7015479 | City Parks Frank Bergon Senior Center | 03A | LMC | $46,653.58 |
| 2023 | 11 | 336 | 7015490 | City Parks Frank Bergon Senior Center | 03A | LMC | $376.02 |
| 2023 | 11 | 336 | 7021281 | City Parks Frank Bergon Senior Center | 03A | LMC | $85,088.04 |
| | | | | | **03A** | **Matrix Code** | **$159,821.72** |
| 2024 | 27 | 346 | 7016497 | Engineering- City Community & Park Facilities Parking Lot Surface Rehabilitation Project | 03G | LMC | $17,759.70 |
| 2024 | 27 | 346 | 7020110 | Engineering- City Community & Park Facilities Parking Lot Surface Rehabilitation Project | 03G | LMC | $10,375.94 |
| | | | | | **03G** | **Matrix Code** | **$28,135.64** |
| 2021 | 13 | 311 | 6999453 | City Public Works Sidewalks Project | 03L | LMC | $30,536.13 |
| 2021 | 13 | 311 | 6999454 | City Public Works Sidewalks Project | 03L | LMC | $41,143.47 |
| 2021 | 13 | 311 | 7014941 | City Public Works Sidewalks Project | 03L | LMC | $77,056.48 |
| 2021 | 13 | 311 | 7021230 | City Public Works Sidewalks Project | 03L | LMC | $63,022.97 |
| | | | | | **03L** | **Matrix Code** | **$211,759.05** |
| 2022 | 12 | 322 | 6968300 | City Engineering - ADA Front Desk | 03Z | LMC | $19,190.57 |
| 2023 | 12 | 337 | 7015210 | City Engineering, Clinton Street Sewer & Water Improvements | 03Z | LMC | $29,199.35 |
| 2023 | 12 | 337 | 7020100 | City Engineering, Clinton Street Sewer & Water Improvements | 03Z | LMC | $73,725.58 |
| 2023 | 12 | 337 | 7021235 | City Engineering, Clinton Street Sewer & Water Improvements | 03Z | LMC | $255,524.70 |
| | | | | | **03Z** | **Matrix Code** | **$377,640.20** |
| 2023 | 9 | 334 | 6967785 | City Parks Seniors Nutrition & Recreation Project | 05A | LMC | $1,387.83 |
| 2024 | 26 | 344 | 7009472 | City Parks Department- Seniors Nutrition & Recreational Programs | 05A | LMC | $23,892.46 |
| 2024 | 26 | 344 | 7015324 | City Parks Department- Seniors Nutrition & Recreational Programs | 05A | LMC | $19,290.60 |
| 2024 | 26 | 344 | 7051593 | City Parks Department- Seniors Nutrition & Recreational Programs | 05A | LMC | $18,592.82 |
| | | | | | **05A** | **Matrix Code** | **$63,163.71** |
| 2023 | 3 | 328 | 6967666 | Madera Coalition for Community Justice- Youth Environmental Stewardship Project | 05D | LMC | $13,752.66 |
| 2024 | 22 | 340 | 7009471 | Madera Coalition For Community Justice- Youth Enviromental Stewardship | 05D | LMC | $5,000.00 |
| 2024 | 24 | 342 | 7016896 | Project Run Madera | 05D | LMC | $10,000.00 |
| | | | | | **05D** | **Matrix Code** | **$28,752.66** |
| 2024 | 23 | 341 | 7009475 | O.L.I.V.E Charitable Organization- The Bennet House | 05G | LMC | $5,302.01 |
| 2024 | 23 | 341 | 7016896 | O.L.I.V.E Charitable Organization- The Bennet House | 05G | LMC | $1,561.37 |
| 2024 | 23 | 341 | 7024543 | O.L.I.V.E Charitable Organization- The Bennet House | 05G | LMC | $2,711.93 |
| 2024 | 23 | 341 | 7051443 | O.L.I.V.E Charitable Organization- The Bennet House | 05G | LMC | $1,589.69 |
| | | | | | **05G** | **Matrix Code** | **$11,165.00** |
| 2024 | 28 | 345 | 7009473 | Community Action Partnership- Housing Stabilization | 05Q | LMC | $44,642.45 |
| 2024 | 28 | 345 | 7016896 | Community Action Partnership- Housing Stabilization | 05Q | LMC | $2,616.55 |
| | | | | | **05Q** | **Matrix Code** | **$47,259.00** |
| **Total** | | | | | | | **$927,696.98** |

**LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27**

| Plan Year | IDIS Project | IDIS Activity | Voucher Number | Activity to prevent, prepare for, and respond to Coronavirus | Activity Name | Grant Number | Fund Type | Matrix Code | National Objective | Drawn Amount |
|---|---|---|---|---|---|---|---|---|---|---|
| 2023 | 9 | 334 | 6967785 | No | City Parks Seniors Nutrition & Recreation Project | B23MC060053 | EN | 05A | LMC | $1,387.83 |
| 2024 | 26 | 344 | 7009472 | No | City Parks Department- Seniors Nutrition & Recreational Programs | B24MC060053 | EN | 05A | LMC | $23,892.46 |
| 2024 | 26 | 344 | 7015324 | No | City Parks Department- Seniors Nutrition & Recreational Programs | B24MC060053 | EN | 05A | LMC | $19,290.60 |
| 2024 | 26 | 344 | 7051593 | No | City Parks Department- Seniors Nutrition & Recreational Programs | B24MC060053 | EN | 05A | LMC | $18,592.82 |
| | | | | | | | | **05A** | **Matrix Code** | **$63,163.71** |

| Plan Year | IDIS Project | IDIS Activity | Voucher Number | Activity to prevent, prepare for, and respond to Coronavirus | Activity Name | Grant Number | Fund Type | Matrix Code | National Objective | Drawn Amount |
|---|---|---|---|---|---|---|---|---|---|---|
| 2023 | 3 | 328 | 6967666 | No | Madera Coalition for Community Justice- Youth Environmental Stewardship Project | B23MC060053 | EN | 05D | LMC | $13,752.66 |
| 2024 | 22 | 340 | 7009471 | No | Madera Coalition For Community Justice- Youth Enviromental Stewardship | B24MC060053 | EN | 05D | LMC | $5,000.00 |
| 2024 | 24 | 342 | 7016896 | No | Project Run Madera | B24MC060053 | EN | 05D | LMC | $10,000.00 |
| | | | | | | | | **05D** | **Matrix Code** | **$28,752.66** |
| 2024 | 23 | 341 | 7009475 | No | O.L.I.V.E Charitable Organization- The Bennet House | B24MC060053 | EN | 05G | LMC | $5,302.01 |
| 2024 | 23 | 341 | 7016896 | No | O.L.I.V.E Charitable Organization- The Bennet House | B24MC060053 | EN | 05G | LMC | $1,561.37 |
| 2024 | 23 | 341 | 7024543 | No | O.L.I.V.E Charitable Organization- The Bennet House | B24MC060053 | EN | 05G | LMC | $2,711.93 |
| 2024 | 23 | 341 | 7051443 | No | O.L.I.V.E Charitable Organization- The Bennet House | B24MC060053 | EN | 05G | LMC | $1,589.69 |
| | | | | | | | | **05G** | **Matrix Code** | **$11,165.00** |
| 2024 | 28 | 345 | 7009473 | No | Community Action Partnership- Housing Stabilization | B24MC060053 | EN | 05Q | LMC | $44,642.45 |
| 2024 | 28 | 345 | 7016896 | No | Community Action Partnership- Housing Stabilization | B24MC060053 | EN | 05Q | LMC | $2,616.55 |
| | | | | | | | | **05Q** | **Matrix Code** | **$47,259.00** |
| | | | | **No** | **Activity to prevent, prepare for, and respond to Coronavirus** | | | | | **$150,340.37** |
| **Total** | | | | | | | | | | **$150,340.37** |

**LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37**

| Plan Year | IDIS Project | IDIS Activity | Voucher Number | Activity Name | Matrix Code | National Objective | Drawn Amount |
|---|---|---|---|---|---|---|---|
| 2024 | 21 | 339 | 7009464 | CAPMC- Administration Fresno Madera Continuum of Care | 21A | | $3,791.64 |
| 2024 | 21 | 339 | 7016896 | CAPMC- Administration Fresno Madera Continuum of Care | 21A | | $16,208.36 |
| | | | | | **21A** | **Matrix Code** | **$20,000.00** |
| 2024 | 11 | 338 | 7009727 | City of Madera, Grants Admin 24-25 | 21H | | $92,466.81 |
| 2024 | 11 | 338 | 7020452 | City of Madera, Grants Admin 24-25 | 21H | | $17,208.15 |
| 2024 | 11 | 338 | 7052477 | City of Madera, Grants Admin 24-25 | 21H | | $32,907.35 |
| 2024 | 11 | 338 | 7052485 | City of Madera, Grants Admin 24-25 | 21H | | $3,780.85 |
| | | | | | **21H** | **Matrix Code** | **$146,363.16** |
| **Total** | | | | | | | **$166,363.16** |

# Attachment C

| | |
|---|---|
| **PART I: SUMMARY OF CDBG-CV RESOURCES** | |
| 01 CDBG-CV GRANT | 938,981.00 |
| 02 FUNDS RETURNED TO THE LINE-OF-CREDIT | 0.00 |
| 03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT | 0.00 |
| 04 TOTAL CDBG-CV FUNDS AWARDED | 938,981.00 |
| **PART II: SUMMARY OF CDBG-CV EXPENDITURES** | |
| 05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION | 614,415.00 |
| 06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION | 50,000.00 |
| 07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS | 0.00 |
| 08 TOTAL EXPENDITURES (SUM, LINES 05 - 07) | 664,415.00 |
| 09 UNEXPENDED BALANCE (LINE 04 - LINE8 ) | 274,566.00 |
| **PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT** | |
| 10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS | 0.00 |
| 11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING | 0.00 |
| 12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES | 614,415.00 |
| 13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12) | 614,415.00 |
| 14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05) | 614,415.00 |
| 15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14) | 100.00% |
| **PART IV: PUBLIC SERVICE (PS) CALCULATIONS** | |
| 16 DISBURSED IN IDIS FOR PUBLIC SERVICES | 421,415.00 |
| 17 CDBG-CV GRANT | 938,981.00 |
| 18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17) | 44.88% |
| **PART V: PLANNING AND ADMINISTRATION (PA) CAP** | |
| 19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION | 50,000.00 |
| 20 CDBG-CV GRANT | 938,981.00 |
| 21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20) | 5.32% |

### LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10

No data returned for this view. This might be because the applied filter excludes all data.

### LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11

No data returned for this view. This might be because the applied filter excludes all data.

### LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12

| Plan Year | IDIS Project | IDIS Activity | Voucher Number | Activity Name | Matrix Code | National Objective | Drawn Amount |
|---|---|---|---|---|---|---|---|
| 2020 | 16 | 281 | 6477353 | Eviction & Utility Shutoff Prevention | 05Q | LMC | $49,883.72 |
| | | | 6496138 | Eviction & Utility Shutoff Prevention | 05Q | LMC | $38,536.37 |
| | | | 6650280 | Eviction & Utility Shutoff Prevention | 05Q | LMC | $108,812.04 |
| | | | 6908655 | Eviction & Utility Shutoff Prevention | 05Q | LMC | $96,917.91 |
| | 17 | 284 | 6496138 | Micro Enterprise Grant Program | 18C | LMC | $75,000.00 |
| | | | 6528743 | Micro Enterprise Grant Program | 18C | LMC | $20,000.00 |
| | | | 6650237 | Micro Enterprise Grant Program | 18C | LMC | $10,000.00 |
| | | | 6931669 | Micro Enterprise Grant Program | 18C | LMC | $41,000.00 |
| | 18 | 282 | 6496138 | Eviction Prevention | 05Q | LMC | $52,274.76 |
| | | | 6650290 | Eviction Prevention | 05Q | LMC | $8,064.71 |
| | | | 6908056 | Eviction Prevention | 05Q | LMC | $32,489.91 |
| | | | 6908480 | Eviction Prevention | 05Q | LMC | $5,235.33 |
| | | | 6908481 | Eviction Prevention | 05Q | LMC | $9,908.15 |
| | | | 6908483 | Eviction Prevention | 05Q | LMC | $553.22 |
| | | | 6908484 | Eviction Prevention | 05Q | LMC | $1,639.01 |
| | | | 6908485 | Eviction Prevention | 05Q | LMC | $3,907.96 |
| | | | 6908486 | Eviction Prevention | 05Q | LMC | $6,591.06 |
| | | | 6908487 | Eviction Prevention | 05Q | LMC | $5,753.52 |
| | | | 6908488 | Eviction Prevention | 05Q | LMC | $564.55 |
| | | | 7016896 | Eviction Prevention | 05Q | LMC | $282.78 |
| | 19 | 283 | 6496138 | Micro Enterprise Grant | 18C | LMC | $29,090.55 |
| | | | 6528743 | Micro Enterprise Grant | 18C | LMC | $5,000.00 |
| | | | 6650260 | Micro Enterprise Grant | 18C | LMC | $5,000.00 |
| | | | 6932156 | Micro Enterprise Grant | 18C | LMC | $5,000.00 |
| | | | 7025765 | Micro Enterprise Grant | 18C | LMC | $2,909.45 |
| **Total** | | | | | | | **$614,415.00** |

### LINE 16 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 16

| Plan Year | IDIS Project | IDIS Activity | Voucher Number | Activity Name | Matrix Code | National Objective | Drawn Amount |
|---|---|---|---|---|---|---|---|
| 2020 | 16 | 281 | 6477353 | Eviction & Utility Shutoff Prevention | 05Q | LMC | $49,883.72 |
| | | | 6496138 | Eviction & Utility Shutoff Prevention | 05Q | LMC | $38,536.37 |
| | | | 6650280 | Eviction & Utility Shutoff Prevention | 05Q | LMC | $108,812.04 |
| | | | 6908655 | Eviction & Utility Shutoff Prevention | 05Q | LMC | $96,917.91 |
| | 18 | 282 | 6496138 | Eviction Prevention | 05Q | LMC | $52,274.76 |
| | | | 6650290 | Eviction Prevention | 05Q | LMC | $8,064.71 |

| Plan Year | IDIS Project | IDIS Activity | Voucher Number | Activity Name | Matrix Code | National Objective | Drawn Amount |
|---|---|---|---|---|---|---|---|
| 2020 | 18 | 282 | 6908056 | Eviction Prevention | 05Q | LMC | $32,489.91 |
| | | | 6908480 | Eviction Prevention | 05Q | LMC | $5,235.33 |
| | | | 6908481 | Eviction Prevention | 05Q | LMC | $9,908.15 |
| | | | 6908483 | Eviction Prevention | 05Q | LMC | $553.22 |
| | | | 6908484 | Eviction Prevention | 05Q | LMC | $1,639.01 |
| | | | 6908485 | Eviction Prevention | 05Q | LMC | $3,907.96 |
| | | | 6908486 | Eviction Prevention | 05Q | LMC | $6,591.06 |
| | | | 6908487 | Eviction Prevention | 05Q | LMC | $5,753.52 |
| | | | 6908488 | Eviction Prevention | 05Q | LMC | $564.55 |
| | | | 7016896 | Eviction Prevention | 05Q | LMC | $282.78 |
| **Total** | | | | | | | **$421,415.00** |

**LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19**

| Plan Year | IDIS Project | IDIS Activity | Voucher Number | Activity Name | Matrix Code | National Objective | Drawn Amount |
|---|---|---|---|---|---|---|---|
| 2020 | 15 | 285 | 6619760 | Administration | 21A | | $50,000.00 |
| **Total** | | | | | | | **$50,000.00** |

| | |
|---|---|
| Item: | B-1 |
| Minutes for: | 09/03/2025 |
| Adopted: | 09/17/2025 |

**Minutes of a Regular Meeting of the Madera City Council and**
**Minutes of a Special Meeting of the Madera City Council as the Groundwater Sustainability Agency**

**Wednesday, September 3, 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 Anita Evans, District 4
Councilmember Elsa Mejia, District 5 (Left at 7:42 p.m.)
Councilmember Artemio Villegas, District 6

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Division Fire Chief Larry Pendarvis, Fire Battalion Chief Dana McCarroll, Director of Human Resources Wendy Silva, Director of Information Technology Gary Price, Director of Parks and Community Services Joseph Hebert, Senior Civil Engineer Jonathan Gramajo and Police Lieutenant Mark Adams.

**INVOCATION:** Joyce Lane, Glory of Zion Ministries

**PLEDGE OF ALLEGIANCE:** Mayor Pro Tem Rodriguez

**APPROVAL OF AGENDA:**

ON MOTION BY MAYOR PRO TEM RODRIGUEZ AND SECONDED BY COUNCILMEMBER MEJIA, THE AGENDA WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE

**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. 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.*

Mikaela Contreras, a resident of Madera's District 3, spoke on the need for community services such as having a Splash Pad in Madera. Some of the benefits of having a Splash Pad include higher visibility of young children as they play and this would also prevent children drowning in natural bodies of water or swimming pools.

Bill Hoffrage, a member of the public and a tenant of the airport, expressed concern at having a roundabout on Golden State Boulevard and Avenue 17. He believes a roundabout would cause difficulty in entering SR 99 once houses are built nearby. Mr. Hoffrage complimented Public Works in cleaning up services at the airport in recent weeks.

City Clerk Alicia Gonzales stated that Council received one written comment. A copy of the comment was made available to Council prior to the meeting and a copy of the written comment was on the podium and is available to the public.

Written Comment by Tina Hernandez:

Dear Mayor Gallegos and City Council Members, I am a mother of two small children who is active and loves to play. During the summer we enjoy getting wet at the splash pad ideally just a safe place to cool down without worrying about the danger of a swimming pool. My kids don't know how to swim well so a splash in Madera would be perfect for this hot summer heat! It would benefit the community overall. I personally have to always drive to nearby cities so my kids can enjoy their splash pads when I would really prefer to drive down the street to cool down in our very own splash pad here in the city of Madera. Making a trip out town is inconvenient considering the traffic, gas/travel expense and food if you didn't pack food from home. Most often just to cool down, we have had to resort to nearby cities to accomplish this. If that makes sense? I know the city has been building more parks but we are only asking for one splash pad please. This is a place with different amenities within the parks. All the while, we do understand there are budgets but we are asking for a special budget to be set aside for one splash pad. Adding this space to our city would mean it would make most families happy. We are in need of this amazing space for all to enjoy! We would be ecstatic once this happens for our city! You will see lots of happy faces and we would be very grateful.

No further Public Comment was presented. Public Comment was closed.

**A.** **PUBLIC HEARINGS:** None

**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 COUNCILMEMBER VILLEGAS AND SECONDED BY MAYOR PRO TEM RODRIGUEZ, THE CONSENT CALENDAR WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

**B-1 Minutes – 8/13/25, 8/20/25, 08/22/25**

**Recommendation:** Approve the City Council Minutes of 8/13/25, 8/20/25, 08/22/25 (Report by Alicia Gonzales)

**B-2 Informational Report on Register of Audited Demands**

**Recommendation:** Review Register of Audited Demands Report for August 9, 2025 to August 22, 2025 (Report by Michael Lima)

**B-3 Piggyback Purchase Agreements for Fleet Division-related Purchases**

**Recommendation:** Adopt a Resolution Approving Sourcewell Piggyback Agreement with 72 Hour LLC, dba National Auto Fleet Group, for the Purchase of a Replacement Police Patrol Vehicle for $61,148.43 (Report by Michael Lima)

RES 25-175 RESOLUTION APPROVING SOURCEWELL PIGGYBACK AGREEMENT WITH 72 HOUR LLC, DBA NATIONAL AUTO FLEET GROUP, FOR THE PURCHASE OF A POLICE PATROL VEHICLE IN THE AMOUNT OF $61,148.43

**C. WORKSHOP:** None

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

**D-1 Designation of a Voting Delegate and Alternates for the League of California Cities 2025 Annual Conference**

**Recommendation:** Approve a Minute Order to Designate a Voting Delegate and up to two Alternates for the 2025 League of California Cities' Annual Business Meeting (Report by Alicia Gonzales)

Councilmember Zacharia was nominated and accepted the role of Voting Delegate. Councilmember Mejia was nominated and accepted the role of Alternate.

ON MOTION BY COUNCILMEMBER MEJIA AND SECONDED BY MAYOR PRO TEM RODRIGUEZ, COUNCILMEMBER ZACHARIA WAS APPOINTED AS THE VOTING DELEGATE. THIS ITEM WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

ON MOTION BY MAYOR PRO TEM RODRIGUEZ AND SECONDED BY COUNCILMEMBER ZACHARIA, COUNCILMEMBER MEJIA WAS APPOINTED AS THE ALTERNATE. THIS ITEM WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

**E. ADMINISTRATIVE REPORTS:**

**E-1 Selecting Recipient for the Proclamation Recognizing Old Timers Week**

**Recommendation:** Request for Councils Selection of a Recipient for the Proclamation Recognizing Old Timers Week (Report by Alicia Gonzales)

ON MOTION BY MAYOR GALLEGOS AND SECONDED BY COUNCILMEMBER MAYOR PRO TEM RODRIGUEZ, ITEM E-1 SELECTING RANDY AND SHERYL BERRY, THE KING AND QUEEN OF THIS YEAR'S OLD TIMERS' DAY PARADE, AS THE RECIPIENTS OF THE OLD TIMERS' WEEK PROCLAMATION WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

**E-2 Domestic Well Mitigation Program (DWMP)** ***(Action on this item by the (GSA) Groundwater Sustainability Agency)***

**Recommendation:** Receive update and provide direction regarding information provided as part of this report to City Council (Report by Keith Helmuth)

City Attorney Shannon L. Chaffin clarified Councilmember Montes' direction to staff as: approve the framework in concept with the items that were addressed, including no double dipping on the mitigation and including the clarification of the extenuating circumstances and recommend that staff continue to work with MID (Madera Irrigation District) and our partners.

Councilmember Montes agreed and mentioned that the motion included mitigation cost language, mitigation frequency and recording on title.

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY MAYOR PRO TEM RODRIGUEZ, ITEM E-2 AS NOTED ABOVE WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE.

**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 Montes thanked staff and the City Manager for all their work.

Councilmember Zacharia mentioned that he will have a Drone Rodeo booth at the Madera District Fair where the public can try their hand at maneuvering a drone.

Councilmember Evans had nothing to report.

Councilmember Mejia thanked the City Manager for all his work. She also thanked the New American Leaders for inviting her to join a youth mixer for youth in the Central Valley that are involved in their communities.

Mayor Pro Tem Rodriguez attended the Cottonwood Bridge project that showcased the successful allocation of federal and state funds to address its aging infrastructure. He asked his colleagues to approve recognizing contributors of the 4th of July event with a certificate. Mayor Gallegos received a consensus for the request.

Councilmember Villegas mentioned that he also attended the Cottonwood Bridge project.

Mayor Gallegos thanked City teams for their work on addressing the recent water main breaks throughout the city. She reminded everyone that the Madera District Fair is taking place this week.

**G. CLOSED SESSION**:

**G-1 Conference with Legal Counsel – Anticipated Litigation**
**Deciding whether to initiate litigation pursuant to Government Code Section 54956.9(d)(4)**
**One Case**

**G-2 Public Employee Performance Evaluation - Pursuant to Government Code Section §54957(b)(1)**

**Title:** City Clerk

**G-3 Conference with Labor Negotiators - Pursuant to Government Code Section §54957.6**

**Agency Designated Representative:** Mayor Cece Gallegos

**Title:** City Clerk

City Attorney Shannon Chaffin made the closed session announcement at 7:05 p.m. Mr. Chaffin and Council returned from Closed Session at 8:36 p.m. Mr. Chaffin stated there was one reportable action. For Item G-2, the City Clerk received an evaluation of satisfactory or above.

**ADJOURNMENT:** Meeting was adjourned at 8:37 p.m.

Mayor Gallegos announced that Councilmember Mejia left the meeting at 7:42 p.m.

_____ _____

ALICIA GONZALES, City Clerk CECELIA K. GALLEGOS, Mayor

_____

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

| | |
|---|---|
| Item: | B-1 |
| Minutes for: | 09/10/2025s |
| Adopted: | 09/17/2025 |

**Minutes of a Special Meeting of the Madera City Council**

**Wednesday, September 10, 2025** **Council Chambers**
**5:50 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 5:50 p.m.

**ROLL CALL:**

Present: Mayor Cece Gallegos
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

Absent: Mayor Pro Tem Jose Rodriguez, District 2

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, City Engineer Keith Helmuth and Senior Civil Engineer Jonathan Gramajo.

**INVOCATION:** Pastor Joyce Lane

**PLEDGE OF ALLEGIANCE:** Councilmember Zacharia

**APPROVAL OF AGENDA:**

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MONTES, THE AGENDA WAS APPROVED BY A 6/0 VOTE. ABSENT: MAYOR PRO TEM RODRIGUEZ

**PUBLIC COMMENT:**

*Members of the public shall have an opportunity to address the City Council regarding matters on this Agenda at the time the agenda item is called. Speakers should limit their comments to three (3) minutes.*

No Public Comment was presented. Public Comment was closed.

**A. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:**

**A-1 Water Main Replacement Project, City Project No. W-43**

**Recommendation:** Adopt a Resolution of the City Council of the City of Madera for the following:

1. Rescinding Resolution 25-172
2. Rejecting all Bids Received for City Project No. W-43

3. Ratifying the City Manager's Agreement with Mid Cal Pipeline & Utilities, Inc. (Report by Keith Helmuth)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MONTES, ITEM A-1 WAS APPROVED BY A 6/0 VOTE. ABSENT: MAYOR PRO TEM RODRIGUEZ

RES 25-176 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA RESCINDING RESOLUTION 25-172 AWARDING THE WATER MAIN REPLACEMENT PROJECT, CITY PROJECT W-43 TO MID CAL PIPELINE & UTILITIES, INC., REJECTING ALL BIDS RECEIVED, AND RATIFYING THE CITY MANAGER'S EXECUTION OF A RESCISSION AND RELEASE AGREEMENT WITH MID CAL PIPELINE & UTILITIES, INC.

**FUTURE MEETING DATES:**

- Wednesday, September 17, 2025
- Wednesday, October 1, 2025

**ADJOURNMENT:** Meeting was adjourned at 5:58 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:** September 17, 2025

**Agenda Number:** B-2

**SUBJECT:**

Informational Report on Register of Audited Demands

**RECOMMENDATION:**

Review Register of Audited Demands Report for August 23 to September 5, 2025

**SUMMARY:**

The Register of Audited Demands for the City covering obligations paid during the period of August 23 to September 5, 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* | 43376 – 43541 | $2,732,906.56 |

| ***Table 2:*** *Wire Transfer Summary* | | |
|---|---|---|
| *Description* | *Vendor* | *Amount* |
| *Payroll and Taxes* | US Bank | $751,173.18 |
| *SDI* | EDD | $3,203.33 |
| *CalPERS Payment* | CalPERS | $160,354.74 |

**DISCUSSION:**

Warrant requests are processed weekly based on the Fiscal Year 2025/2026 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 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 where they were paid.

**FINANCIAL IMPACT:**

Demands for payments are made within the constraints of the Fiscal Year 2025/2026 Adopted Budget.

**ALTERNATIVES:**

Informational only.

**ATTACHMENTS:**

Register of Audited Demands

**CITY OF MADERA**

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

**September 17, 2025**

| CHECK | PAY DATE | DEPARTMENT | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|---|
| 43376 | 08/25/2025 | ENGINEERING | CDBG Public Improvement | MOORE TWINING ASSOCIATES, INC | R-97 TESTING LAB | 1,306.00 |
| 43377 | 08/25/2025 | CITY CLERK'S OFFICE | City Council | FOLEY-GALLEGOS, CECE | REIMBURSEMENT - COCOA W/MAYOR & COUNCI | 100.62 |
| 43378 | 08/25/2025 | WWTP | WWTP | TERRAFORM POWER, LLC. | SOLAR ELECTRIC UTILITIES 07/25 | 30,153.56 |
| 43379 | 08/25/2025 | FIRE | Fire | DANIEL GONZALES | FIRE EXTINGUISHER RECHARGE - FIRE #56 | 214.19 |
| 43380 | 08/25/2025 | FLEET ACQUISITION | Fleet Acquisition | PIONEER FARM EQUIPMENT CO. | KUBOTA ZD1211 ZERO TURN MOWER | 20,336.70 |
| 43381 | 08/25/2025 | GRANTS | Prop 1B PTMISEA | RRM DESIGN GROUP | PROFESSIONAL ENG DESIGN - INTERMODAL FACII | 4,230.45 |
| 43381 | 08/25/2025 | GRANTS | AFFORDABLE HOUSING | RRM DESIGN GROUP | PROFESSIONAL ENG DESIGN - INTERMODAL FACII | 9,871.05 |
| 43382 | 08/25/2025 | PD OPERATIONS | PD Operations | DIEBERTS CREATIVE COPY INC | BUSINESS CARDS - PD | 1,600.00 |
| 43383 | 08/25/2025 | PD OPERATIONS | PD Operations | TRILOGY MEDWASTE WEST LLC | REUSABLE TUB - MEDICAL WASTE | 84.07 |
| 43384 | 08/25/2025 | FIRE | MEAS K - FIRE | BAUER COMPRESSORS, INC | SCBA BOTTLES | 5,304.25 |
| 43385 | 08/25/2025 | FINANCE | AIRPORT OPS | VAN DE POL ENTERPRISES, INC. | FUEL CITY 07/16/25-07/31/25 | 174.04 |
| 43385 | 08/25/2025 | FINANCE | Animal Control | VAN DE POL ENTERPRISES, INC. | FUEL CITY 07/16/25-07/31/25 | 459.60 |
| 43385 | 08/25/2025 | FINANCE | Code Enforcement | VAN DE POL ENTERPRISES, INC. | FUEL CITY 07/16/25-07/31/25 | 203.06 |
| 43385 | 08/25/2025 | FINANCE | DRAINAGE | VAN DE POL ENTERPRISES, INC. | FUEL CITY 07/16/25-07/31/25 | 637.33 |
| 43385 | 08/25/2025 | FINANCE | Engineering | VAN DE POL ENTERPRISES, INC. | FUEL CITY 07/16/25-07/31/25 | 241.25 |
| 43385 | 08/25/2025 | FINANCE | Facilities Maintenance | VAN DE POL ENTERPRISES, INC. | FUEL CITY 07/16/25-07/31/25 | 563.02 |
| 43385 | 08/25/2025 | FINANCE | Fleet Maintenance | VAN DE POL ENTERPRISES, INC. | FUEL CITY 07/16/25-07/31/25 | 70.02 |
| 43385 | 08/25/2025 | FINANCE | Fleet Motor Pool | VAN DE POL ENTERPRISES, INC. | FUEL CITY 07/16/25-07/31/25 | 37.78 |
| 43385 | 08/25/2025 | FINANCE | GRAFFITI ABATE | VAN DE POL ENTERPRISES, INC. | FUEL CITY 07/16/25-07/31/25 | 761.28 |
| 43385 | 08/25/2025 | FINANCE | LMD Services | VAN DE POL ENTERPRISES, INC. | FUEL CITY 07/16/25-07/31/25 | 181.32 |
| 43385 | 08/25/2025 | FINANCE | Parks | VAN DE POL ENTERPRISES, INC. | FUEL CITY 07/16/25-07/31/25 | 2,696.42 |
| 43385 | 08/25/2025 | FINANCE | Parks Administration | VAN DE POL ENTERPRISES, INC. | FUEL CITY 07/16/25-07/31/25 | 88.40 |
| 43385 | 08/25/2025 | FINANCE | STREETS | VAN DE POL ENTERPRISES, INC. | FUEL CITY 07/16/25-07/31/25 | 1,419.70 |
| 43385 | 08/25/2025 | FINANCE | Sewer Mtnc/Operations | VAN DE POL ENTERPRISES, INC. | FUEL CITY 07/16/25-07/31/25 | 1,450.97 |
| 43385 | 08/25/2025 | FINANCE | Street Cleaning | VAN DE POL ENTERPRISES, INC. | FUEL CITY 07/16/25-07/31/25 | 1,331.56 |
| 43385 | 08/25/2025 | FINANCE | TRANS - FIXED | VAN DE POL ENTERPRISES, INC. | FUEL CITY 07/16/25-07/31/25 | 4,988.72 |
| 43385 | 08/25/2025 | FINANCE | TRANS - DAR | VAN DE POL ENTERPRISES, INC. | FUEL CITY 07/16/25-07/31/25 | 4,539.00 |
| 43385 | 08/25/2025 | FINANCE | Water Mtnc/Operations | VAN DE POL ENTERPRISES, INC. | FUEL CITY 07/16/25-07/31/25 | 1,559.50 |
| 43385 | 08/25/2025 | FINANCE | Water Quality Control | VAN DE POL ENTERPRISES, INC. | FUEL CITY 07/16/25-07/31/25 | 127.31 |
| 43385 | 08/25/2025 | FINANCE | WWTP | VAN DE POL ENTERPRISES, INC. | FUEL CITY 07/16/25-07/31/25 | 113.54 |
| 43385 | 08/25/2025 | FINANCE | PD Operations | VAN DE POL ENTERPRISES, INC. | FUEL CITY 07/16/25-07/31/25 | 8,842.99 |
| 43385 | 08/25/2025 | FINANCE | PW Safe & Clean Initiative | VAN DE POL ENTERPRISES, INC. | FUEL CITY 07/16/25-07/31/25 | 624.50 |
| 43385 | 08/25/2025 | FIRE | Fire | VAN DE POL ENTERPRISES, INC. | FUEL CDF - 07/01/25-07/15/25 | 1,030.90 |
| 43385 | 08/25/2025 | WWTP | WWTP | VAN DE POL ENTERPRISES, INC. | FUEL WWTP - BULK PROPAN | 3,394.13 |
| 43386 | 08/25/2025 | PD OPERATIONS | PD Operations | LAW DOG K9 | K9 VENDOR TRAINING | 1,050.00 |
| 43387 | 08/25/2025 | STREETS | Street Cleaning | LACAL EQUIPMENT INC | SWEEPER BROOMS | 4,999.64 |
| 43388 | 08/25/2025 | ENGINEERING | Sewer Capital Outlay | MKN & ASSOCIATES | PROFESSIONAL ENGINEERING SVS | 809.50 |
| 43389 | 08/25/2025 | INFORMATION SERVICES | Facilities Maintenance | MESA ENERGY SYSTEMS, INC | HVAC SERVER REPAIR | 1,815.00 |
| 43390 | 08/25/2025 | ENGINEERING | Engineering | PLANETBIDS, INC. | FY24/25 RENEWAL - PURCHASING/ENG | 3,163.37 |

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|---|---|---|---|---|---|---|
| 43390 | 08/25/2025 | ENGINEERING | Purchasing | PLANETBIDS, INC. | FY24/25 RENEWAL - PURCHASING/ENG | 3,163.36 |
| 43391 | 08/25/2025 | INFORMATION SERVICES | Computer Replacement | AMS.NET, INC. | STORAGE/SERVER REFRESH PROJECT | 126,759.78 |
| 43392 | 08/25/2025 | FLEET ACQUISITION | Fleet Maintenance | NICK MATULA | TOOL ALLOWANCE REIMBURSEMENT | 300.00 |
| 43393 | 08/25/2025 | HR/RISK MGT | INS/RISK MGT | BAKER, DONELSON, | LEGAL SERVICES - FEMA APPEAL | 4,209.00 |
| 43394 | 08/25/2025 | CITY ADMIN | WWTP | MOUNTAIN VALLEY ENVIRONMENTAL SERV. | CONSULTING SERVICES - WWTP TEMP CPO | 15,160.00 |
| 43395 | 08/25/2025 | WWTP | WWTP | BLUE TRITON BRANDS INC | WWTP - LAB & DRINKING WATER | 84.80 |
| 43396 | 08/25/2025 | WWTP | WWTP | DELLAVALLE LABORATORY,INC. | GROUNDWATER COMPLIANCE | 3,005.00 |
| 43396 | 08/25/2025 | WATER | Water Quality Control | DELLAVALLE LABORATORY,INC. | QUARTERLY MONITORING | 1,431.00 |
| 43396 | 08/25/2025 | WATER | Water Quality Control | DELLAVALLE LABORATORY,INC. | REPEAT SAMPLING | 576.00 |
| 43397 | 08/25/2025 | FLEET MAINTENANCE | Fleet Maintenance | A-Z BUS SALES, INC. | NEW CNG TANKS #1519 | 5,225.12 |
| 43398 | 08/25/2025 | FINANCE | City Attorney | AT&T | 07/25 CALNET SERVICE 9391026388 | 63.18 |
| 43398 | 08/25/2025 | FINANCE | Code Enforcement | AT&T | 07/25 CALNET SERVICE 9391026413 | 62.96 |
| 43398 | 08/25/2025 | FINANCE | Comm & Rec Centers | AT&T | 07/25 CALNET SERVICE 9391026391 | 310.77 |
| 43398 | 08/25/2025 | FINANCE | Comm & Rec Centers | AT&T | 07/25 CALNET SERVICE 9391026393 | 93.19 |
| 43398 | 08/25/2025 | FINANCE | Comm & Rec Centers | AT&T | 07/25 CALNET SERVICE 9391026392 | 63.21 |
| 43398 | 08/25/2025 | FINANCE | Comm & Rec Centers | AT&T | 07/25 CALNET SERVICE 9391026396 | 266.68 |
| 43398 | 08/25/2025 | FINANCE | Facilities Maintenance | AT&T | 07/25 CALNET SERVICE 9391031564 | 13.71 |
| 43398 | 08/25/2025 | FINANCE | Facilities Maintenance | AT&T | 07/25 CALNET SERVICE 9391026394 | 24.39 |
| 43398 | 08/25/2025 | FINANCE | Fire | AT&T | 06/25 CALNET SERVICE 9391068734 | 62.16 |
| 43398 | 08/25/2025 | FINANCE | Fleet Maintenance | AT&T | 07/25 CALNET SERVICE 9391031564 | 9.14 |
| 43398 | 08/25/2025 | FINANCE | Fleet Maintenance | AT&T | 07/25 CALNET SERVICE 9391026394 | 16.28 |
| 43398 | 08/25/2025 | FINANCE | Parks | AT&T | 07/25 CALNET SERVICE 9391026412 | 163.54 |
| 43398 | 08/25/2025 | FINANCE | Parks Administration | AT&T | 07/25 CALNET SERVICE 9391031580 | 288.63 |
| 43398 | 08/25/2025 | FINANCE | STREETS | AT&T | 07/25 CALNET SERVICE 9391031564 | 22.86 |
| 43398 | 08/25/2025 | FINANCE | STREETS | AT&T | 07/25 CALNET SERVICE 9391026394 | 40.67 |
| 43398 | 08/25/2025 | FINANCE | Sewer Mtnc/Operations | AT&T | 07/25 CALNET SERVICE 9391031570 | 192.11 |
| 43398 | 08/25/2025 | FINANCE | Sewer Mtnc/Operations | AT&T | 07/25 CALNET SERVICE 9391031564 | 15.99 |
| 43398 | 08/25/2025 | FINANCE | Sewer Mtnc/Operations | AT&T | 07/25 CALNET SERVICE 9391026394 | 28.45 |
| 43398 | 08/25/2025 | FINANCE | SOLID WASTE | AT&T | 07/25 CALNET SERVICE 9391031564 | 18.29 |
| 43398 | 08/25/2025 | FINANCE | SOLID WASTE | AT&T | 07/25 CALNET SERVICE 9391026394 | 32.51 |
| 43398 | 08/25/2025 | FINANCE | Sr Citizen Comm. Servi | AT&T | 07/25 CALNET SERVICE 9391026415 | 67.07 |
| 43398 | 08/25/2025 | FINANCE | UB - Garbage | AT&T | 07/25 CALNET SERVICE 9391031564 | 4.57 |
| 43398 | 08/25/2025 | FINANCE | UB - Garbage | AT&T | 07/25 CALNET SERVICE 9391026394 | 8.13 |
| 43398 | 08/25/2025 | FINANCE | UB - Sewer | AT&T | 07/25 CALNET SERVICE 9391031564 | 4.57 |
| 43398 | 08/25/2025 | FINANCE | UB - Sewer | AT&T | 07/25 CALNET SERVICE 9391026394 | 8.13 |
| 43398 | 08/25/2025 | FINANCE | UB - Water | AT&T | 07/25 CALNET SERVICE 9391031564 | 9.15 |
| 43398 | 08/25/2025 | FINANCE | UB - Water | AT&T | 07/25 CALNET SERVICE 9391026394 | 16.28 |
| 43398 | 08/25/2025 | FINANCE | Water Mtnc/Operations | AT&T | 07/25 CALNET SERVICE 9391031564 | 20.56 |
| 43398 | 08/25/2025 | FINANCE | Water Mtnc/Operations | AT&T | 07/25 CALNET SERVICE 9391026394 | 36.58 |
| 43398 | 08/25/2025 | FINANCE | Water Quality Control | AT&T | 07/25 CALNET SERVICE 9391031564 | 9.14 |

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|---|---|---|---|---|---|---|
| 43398 | 08/25/2025 | FINANCE | Water Quality Control | AT&T | 07/25 CALNET SERVICE 9391026394 | 16.28 |
| 43398 | 08/25/2025 | FINANCE | WWTP | AT&T | 07/25 CALNET SERVICE 9391026410 | 61.61 |
| 43398 | 08/25/2025 | FINANCE | WWTP | AT&T | 07/25 CALNET SERVICE 9391031564 | 13.71 |
| 43398 | 08/25/2025 | FINANCE | WWTP | AT&T | 07/25 CALNET SERVICE 9391026394 | 24.39 |
| 43398 | 08/25/2025 | FINANCE | Purchasing | AT&T | 07/25 CALNET SERVICE 9391031564 | 13.71 |
| 43398 | 08/25/2025 | FINANCE | Purchasing | AT&T | 07/25 CALNET SERVICE 9391026394 | 24.39 |
| 43398 | 08/25/2025 | FINANCE | PD Operations | AT&T | 07/25 CALNET SERVICE 9391020514 | 155.40 |
| 43398 | 08/25/2025 | FINANCE | PD Operations | AT&T | 07/25 CALNET SERVICE 9391026414 | 379.95 |
| 43398 | 08/25/2025 | FINANCE | PD Operations | AT&T | 07/25 CALNET SERVICE 9391031579 | 284.88 |
| 43398 | 08/25/2025 | FINANCE | PD Operations | AT&T | 07/25 CALNET SERVICE 9391026411 | 151.59 |
| 43398 | 08/25/2025 | FINANCE | PD Operations | AT&T | 07/25 CALNET SERVICE 9391031561 | 155.40 |
| 43398 | 08/25/2025 | FINANCE | PD Operations | AT&T | 07/25 CALNET SERVICE 9391059143 | 2,008.19 |
| 43399 | 08/25/2025 | FINANCE | Aquatics Programs | AT&T | 07/25 CALNET SERVICE 9391026397 | 30.02 |
| 43399 | 08/25/2025 | FINANCE | Building | AT&T | 07/25 CALNET SERVICE 9391026407 | 31.58 |
| 43399 | 08/25/2025 | FINANCE | Central Admin | AT&T | 07/25 CALNET SERVICE 9391026406 | 30.03 |
| 43399 | 08/25/2025 | FINANCE | Finance | AT&T | 07/25 CALNET SERVICE 9391026406 | 30.02 |
| 43399 | 08/25/2025 | FINANCE | Fire | AT&T | 07/25 CALNET SERVICE 9391026402 | 31.58 |
| 43399 | 08/25/2025 | FINANCE | HR/RISK MGT | AT&T | 07/25 CALNET SERVICE 9391026400 | 31.58 |
| 43399 | 08/25/2025 | FINANCE | Sr Citizen Comm. Serv. | AT&T | 07/25 CALNET SERVICE 9391026395 | 31.58 |
| 43399 | 08/25/2025 | FINANCE | Sr Citizen Comm. Serv. | AT&T | 07/25 CALNET SERVICE 9391026389 | 31.58 |
| 43399 | 08/25/2025 | FINANCE | Sr Citizen Comm. Serv. | AT&T | 07/25 CALNET SERVICE 9391026398 | 31.24 |
| 43399 | 08/25/2025 | FINANCE | Sr Citizen Comm. Serv. | AT&T | 07/25 CALNET SERVICE 9391026403 | 33.98 |
| 43399 | 08/25/2025 | FINANCE | WWTP | AT&T | 07/25 CALNET SERVICE 9391026405 | 31.58 |
| 43399 | 08/25/2025 | FINANCE | WWTP | AT&T | 07/25 CALNET SERVICE 9391026417 | 40.42 |
| 43399 | 08/25/2025 | FINANCE | PD Operations | AT&T | 07/25 CALNET SERVICE 9391026401 | 31.24 |
| 43400 | 08/25/2025 | FINANCE | AIRPORT OPS | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 229.39 |
| 43400 | 08/25/2025 | FINANCE | Building | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 149.73 |
| 43400 | 08/25/2025 | FINANCE | City Clerk's Office | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 89.74 |
| 43400 | 08/25/2025 | FINANCE | City Council | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 281.68 |
| 43400 | 08/25/2025 | FINANCE | Code Enforcement | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 44.87 |
| 43400 | 08/25/2025 | FINANCE | Comm & Rec Centers | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 49.91 |
| 43400 | 08/25/2025 | FINANCE | COMPUTER MAINT | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 575.69 |
| 43400 | 08/25/2025 | FINANCE | Engineering | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 284.75 |
| 43400 | 08/25/2025 | FINANCE | Facilities Maintenance | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 314.91 |
| 43400 | 08/25/2025 | FINANCE | Finance | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 189.56 |
| 43400 | 08/25/2025 | FINANCE | GRANT OVERSIGHT | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 94.78 |
| 43400 | 08/25/2025 | FINANCE | HR/RISK MGT | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 49.91 |
| 43400 | 08/25/2025 | FINANCE | LMD Services | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 49.91 |
| 43400 | 08/25/2025 | FINANCE | Parks | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 94.78 |
| 43400 | 08/25/2025 | FINANCE | Parks Administration | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 90.15 |

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|---|---|---|---|---|---|---|
| 43400 | 08/25/2025 | FINANCE | Planning | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 94.78 |
| 43400 | 08/25/2025 | FINANCE | STREETS | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 164.99 |
| 43400 | 08/25/2025 | FINANCE | Recreation | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 44.87 |
| 43400 | 08/25/2025 | FINANCE | Sewer Mtnc/Operations | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 89.67 |
| 43400 | 08/25/2025 | FINANCE | Sports Programs | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 44.87 |
| 43400 | 08/25/2025 | FINANCE | Sr Citizen Comm. Serv. | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 59.87 |
| 43400 | 08/25/2025 | FINANCE | Water Mtnc/Operations | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 84.63 |
| 43400 | 08/25/2025 | FINANCE | Water Quality Control | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 44.87 |
| 43400 | 08/25/2025 | FINANCE | WWTP | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 139.65 |
| 43400 | 08/25/2025 | FINANCE | City Manager | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 109.82 |
| 43400 | 08/25/2025 | FINANCE | Purchasing | AT&T | 07/25 FIRSTNET SERVICE 287302656036 | 44.87 |
| 43400 | 08/25/2025 | FINANCE | PD Operations | AT&T | 07/25 FIRSTNET SERVICE 287302965625 | 6,208.72 |
| 43401 | 08/25/2025 | ENGINEERING | Engineering | AMERICAN BUSINESS MACHINES | PLOTTER LEASE | 160.00 |
| 43402 | 08/25/2025 | HR/RISK MGT | PD Operations | ANAYA, CHRIS | TUITION REIMBURSEMENT | 459.00 |
| 43403 | 08/25/2025 | PD OPERATIONS | PD Operations | ARNOLD, JOSIAH | PER DIEM - FRESNO MADERA POLICE CHIEFS WOI | 301.00 |
| 43404 | 08/25/2025 | GRANTS | Home Program Income | MEADOWS MOBILE HOME PARK | SPACE RENTAL #19 09/25 | 936.04 |
| 43405 | 08/25/2025 | GRANTS | Home Program Income | MEADOWS MOBILE HOME PARK | SPACE RENTAL #23 09/25 | 896.61 |
| 43406 | 08/25/2025 | GRANTS | Home Program Income | MEADOWS MOBILE HOME PARK | SPACE RENTAL #86 09/25 | 889.09 |
| 43407 | 08/25/2025 | WWTP | WWTP | BSK ASSOCIATES | PERMIT COMPLIANCE LAB | 5,682.68 |
| 43408 | 08/25/2025 | WWTP | WWTP | BSK ASSOCIATES | PERMIT COMPLIANCE LAB | 256.80 |
| 43409 | 08/25/2025 | PW ADMIN | Water Mtnc/Operations | BOTWRIGHT JR., JOHN D. | REIMBURSEMENT - TRI STATE SEMINAR | 246.97 |
| 43410 | 08/25/2025 | INFORMATION SERVICES | Computer Replacement | CDW GOVERNMENT, INC | ARTIC WOLF LICENSING RENEWAL | 6,750.00 |
| 43411 | 08/25/2025 | FINANCE | Building | DEPARTMENT OF CONSERVATION | 4TH QTR 24/25 SMIP FEE REPORTING | (121.87) |
| 43411 | 08/25/2025 | FINANCE | General Fund | DEPARTMENT OF CONSERVATION | 4TH QTR 24/25 SMIP FEE REPORTING | 2,437.30 |
| 43412 | 08/25/2025 | PURCHASING | AIRPORT OPS | CANON FINANCIAL SERVICES | COPIER CHARGES 08/25 | 36.81 |
| 43412 | 08/25/2025 | PURCHASING | Building | CANON FINANCIAL SERVICES | COPIER CHARGES 08/25 | 90.74 |
| 43412 | 08/25/2025 | PURCHASING | City Clerk's Office | CANON FINANCIAL SERVICES | COPIER CHARGES 08/25 | 41.95 |
| 43412 | 08/25/2025 | PURCHASING | Engineering | CANON FINANCIAL SERVICES | COPIER CHARGES 08/25 | 260.88 |
| 43412 | 08/25/2025 | PURCHASING | Finance | CANON FINANCIAL SERVICES | COPIER CHARGES 08/25 | 414.60 |
| 43412 | 08/25/2025 | PURCHASING | HR/RISK MGT | CANON FINANCIAL SERVICES | COPIER CHARGES 08/25 | 111.24 |
| 43412 | 08/25/2025 | PURCHASING | Parks Administration | CANON FINANCIAL SERVICES | COPIER CHARGES 08/25 | 293.36 |
| 43412 | 08/25/2025 | PURCHASING | Planning | CANON FINANCIAL SERVICES | COPIER CHARGES 08/25 | 204.60 |
| 43412 | 08/25/2025 | PURCHASING | Sewer Mtnc/Operations | CANON FINANCIAL SERVICES | COPIER CHARGES 08/25 | 41.14 |
| 43412 | 08/25/2025 | PURCHASING | SOLID WASTE | CANON FINANCIAL SERVICES | COPIER CHARGES 08/25 | 41.14 |
| 43412 | 08/25/2025 | PURCHASING | TRANS - FIXED | CANON FINANCIAL SERVICES | COPIER CHARGES 08/25 | 41.95 |
| 43412 | 08/25/2025 | PURCHASING | TRANS - DAR | CANON FINANCIAL SERVICES | COPIER CHARGES 08/25 | 41.95 |
| 43412 | 08/25/2025 | PURCHASING | Water Mtnc/Operations | CANON FINANCIAL SERVICES | COPIER CHARGES 08/25 | 41.14 |
| 43412 | 08/25/2025 | PURCHASING | PD Operations | CANON FINANCIAL SERVICES | COPIER CONTRACT 08/25 | 200.26 |
| 43412 | 08/25/2025 | PURCHASING | PD Operations | CANON FINANCIAL SERVICES | COPIER CHARGES 08/25 | 299.55 |
| 43413 | 08/25/2025 | CITY ADMIN | PD Operations | CHIARAMONTE, GIACHINO | PER DIEM - FRESNO MADERA POLICE CHIEFS WOI | 301.00 |

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| 43414 | 08/25/2025 | PD OPERATIONS | PD Operations | CEDERQUIST, BRENT | PER DIEM - SLI SESSION #9 | 258.00 |
| 43415 | 08/25/2025 | FINANCE | Finance | DATAPROSE, LLC | NOTIFICATION MAILER | 3,968.76 |
| 43415 | 08/25/2025 | UB - WATER | UB - Garbage | DATAPROSE, LLC | BILLING 07/25 | 2,848.39 |
| 43415 | 08/25/2025 | UB - WATER | UB - Sewer | DATAPROSE, LLC | BILLING 07/25 | 2,848.40 |
| 43415 | 08/25/2025 | UB - WATER | UB - Water | DATAPROSE, LLC | BILLING 07/25 | 5,696.79 |
| 43416 | 08/25/2025 | GRANTS | INTERMODAL BLDG | DIAMOND COMMUNICATIONS | FIRE ALARM MONITORING - TRANSIT | 80.00 |
| 43417 | 08/25/2025 | STREETS | STREETS | ENNIS TRAFFIC SAFETY SOLUTIONS | TRAFFIC PAINT | 4,672.51 |
| 43418 | 08/25/2025 | PLANNING | Planning | ESRI | GIS SUBSCRIPTION RENEWAL | 10,750.00 |
| 43419 | 08/25/2025 | ENGINEERING | Engineering | FEDERAL EXPRESS | EXPRESS SHIPPING | 40.44 |
| 43420 | 08/25/2025 | BUILDING | Building | FIRE SAFETY SOLUTIONS, INC. | REVIEW & INSPECTION SVS 07/16/25-07/31/25 | 9,300.00 |
| 43420 | 08/25/2025 | BUILDING | Building | FIRE SAFETY SOLUTIONS, INC. | REVIEW & INSPECTION SVS 08/01/25-08/15/25 | 7,890.00 |
| 43421 | 08/25/2025 | GRANTS | INTERMODAL BLDG | GUARDIAN WESTERN SWEEPING INC. | POWER SWEEPING 08/25 | 434.50 |
| 43421 | 08/25/2025 | GRANTS | Parking Dist Operation | GUARDIAN WESTERN SWEEPING INC. | POWER SWEEPING 08/25 | 434.50 |
| 43422 | 08/25/2025 | FACILITIES | Facilities Maintenance | JAM SERVICES INC | GREEN SIGNAL BULBS | 588.88 |
| 43423 | 08/25/2025 | PD OPERATIONS | PD Operations | LANGUAGE LINE SERVICES, INC. | INTERPRETATION SERVICES | 696.59 |
| 43424 | 08/25/2025 | GRANTS | Permanent Local Housing | MADERA RESCUE MISSION, INC. | PLHA INVOICE 07/25 | 11,037.32 |
| 43425 | 08/25/2025 | GRANTS | CDBG ADMIN | MADERA TRIBUNE | PUBLIC HEARING NOTICE | 695.50 |
| 43425 | 08/25/2025 | HR/RISK MGT | HR/RISK MGT | MADERA TRIBUNE | JOB ADVERSTISEMENT | 114.00 |
| 43426 | 08/25/2025 | FINANCE | AIRPORT OPS | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | 109.06 |
| 43426 | 08/25/2025 | FINANCE | AIRPORT OPS | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 9920095153-3 | 8.92 |
| 43426 | 08/25/2025 | FINANCE | AIRPORT OPS | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 3819620697-3 | 85.68 |
| 43426 | 08/25/2025 | FINANCE | AIRPORT OPS | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 8126770647-1 | 84.93 |
| 43426 | 08/25/2025 | FINANCE | Central Admin | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 9920095153-3 | 58.75 |
| 43426 | 08/25/2025 | FINANCE | Comm & Rec Centers | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | 4,227.80 |
| 43426 | 08/25/2025 | FINANCE | Comm & Rec Centers | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 9920095153-3 | 4,198.75 |
| 43426 | 08/25/2025 | FINANCE | Comm & Rec Centers | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 8307681856-2 | 548.49 |
| 43426 | 08/25/2025 | FINANCE | DRAINAGE | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | 684.83 |
| 43426 | 08/25/2025 | FINANCE | DRAINAGE | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 9920095153-3 | 385.04 |
| 43426 | 08/25/2025 | FINANCE | Engineering | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 2000655655-7 | 3,441.16 |
| 43426 | 08/25/2025 | FINANCE | Facilities Maintenance | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | 37,781.43 |
| 43426 | 08/25/2025 | FINANCE | Facilities Maintenance | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 9920095153-3 | 9,739.46 |
| 43426 | 08/25/2025 | FINANCE | Facilities Maintenance | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 6690755760-8 | 125.39 |
| 43426 | 08/25/2025 | FINANCE | Facilities Maintenance | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 1619119913-8 | 110.99 |
| 43426 | 08/25/2025 | FINANCE | Facilities Maintenance | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 8178280304-3 | 144.83 |
| 43426 | 08/25/2025 | FINANCE | Facilities Maintenance | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 3352588453 | 167.40 |
| 43426 | 08/25/2025 | FINANCE | Facilities Maintenance | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 3499945233-6 | 125.39 |
| 43426 | 08/25/2025 | FINANCE | Facilities Maintenance | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 1715785853-5 | 2,935.34 |
| 43426 | 08/25/2025 | FINANCE | Facilities Maintenance | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 1598348280-1 | 80.12 |
| 43426 | 08/25/2025 | FINANCE | Facilities Maintenance | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 9787342989-4 | 164.68 |
| 43426 | 08/25/2025 | FINANCE | Facilities Maintenance | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 5207933925-6 | 78.69 |

**CITY OF MADERA**

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

**September 17, 2025**

| CHECK | PAY DATE | DEPARTMENT | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|---|
| 43426 | 08/25/2025 | FINANCE | Fire | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | 2,560.09 |
| 43426 | 08/25/2025 | FINANCE | Fire | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 9920095153-3 | 103.96 |
| 43426 | 08/25/2025 | FINANCE | Fire | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 2173157566-4 | 3,418.82 |
| 43426 | 08/25/2025 | FINANCE | INTERMODAL BLDG | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | 1,507.57 |
| 43426 | 08/25/2025 | FINANCE | Parks | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | 22,116.36 |
| 43426 | 08/25/2025 | FINANCE | Parks | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 9920095153-3 | 207.88 |
| 43426 | 08/25/2025 | FINANCE | Sewer Mtnc/Operations | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | 3,581.07 |
| 43426 | 08/25/2025 | FINANCE | Sewer Mtnc/Operations | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 9920095153-3 | 30.47 |
| 43426 | 08/25/2025 | FINANCE | SOLID WASTE | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | (92.73) |
| 43426 | 08/25/2025 | FINANCE | SOLID WASTE | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 9920095153-3 | 10.59 |
| 43426 | 08/25/2025 | FINANCE | Sr Citizen Comm. Serv. | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 9920095153-3 | 8.65 |
| 43426 | 08/25/2025 | FINANCE | Water Mtnc/Operations | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | 207,400.65 |
| 43426 | 08/25/2025 | FINANCE | Water Mtnc/Operations | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 9920095153-3 | 43,867.83 |
| 43426 | 08/25/2025 | FINANCE | Water Mtnc/Operations | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 3642526071-2 | 69.02 |
| 43426 | 08/25/2025 | FINANCE | Water Mtnc/Operations | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 9172110863-6 | 33,169.03 |
| 43426 | 08/25/2025 | FINANCE | Water Mtnc/Operations | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 9651992016-7 | 201.66 |
| 43426 | 08/25/2025 | FINANCE | Water Mtnc/Operations | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 9109225160-1 | 610.13 |
| 43426 | 08/25/2025 | FINANCE | WWTP | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | 155,893.56 |
| 43426 | 08/25/2025 | FINANCE | Zone 24 Activities | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | 11.42 |
| 43426 | 08/25/2025 | FINANCE | Zone 24 Activities | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 9920095153-3 | 99.02 |
| 43426 | 08/25/2025 | FINANCE | Zone 26 Activities | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 9920095153-3 | 11.95 |
| 43426 | 08/25/2025 | FINANCE | Zone 31A Activities | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | 34.10 |
| 43426 | 08/25/2025 | FINANCE | Zone 31A Activities | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 9920095153-3 | 21.35 |
| 43426 | 08/25/2025 | FINANCE | Zone 20B Activities | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | 25.69 |
| 43426 | 08/25/2025 | FINANCE | Zone 27B Activities | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | 12.41 |
| 43426 | 08/25/2025 | FINANCE | Zone 2 Activities | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | 60.39 |
| 43426 | 08/25/2025 | FINANCE | Zone 3 Activities | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | 44.87 |
| 43426 | 08/25/2025 | FINANCE | Zone 31B Activities | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | 34.10 |
| 43426 | 08/25/2025 | FINANCE | Zone 4 Activities | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | 11.30 |
| 43426 | 08/25/2025 | FINANCE | Zone 6A Activities | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | 77.37 |
| 43426 | 08/25/2025 | FINANCE | Zone 29C Activities | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | 12.87 |
| 43426 | 08/25/2025 | FINANCE | Zone 8 Activities | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | 79.36 |
| 43426 | 08/25/2025 | FINANCE | Zone 16 Activities | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | 26.56 |
| 43426 | 08/25/2025 | FINANCE | Zone 13 Activities | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | 183.62 |
| 43426 | 08/25/2025 | FINANCE | PD Operations | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 9920095153-3 | 1,680.26 |
| 43426 | 08/25/2025 | FINANCE | Parking Dist Operation | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 3533032414-2 | 69.76 |
| 43426 | 08/25/2025 | FINANCE | Parking Dist Operation | PACIFIC GAS & ELECTRIC | 06 & 07/25 SERVICE 9920095153-3 | 85.84 |
| 43427 | 08/25/2025 | FINANCE | Facilities Maintenance | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 7949615676-5 | 20.77 |
| 43427 | 08/25/2025 | FINANCE | Facilities Maintenance | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 7928098441-4 | 51.18 |
| 43427 | 08/25/2025 | FINANCE | Facilities Maintenance | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 5237156686-1 | 47.18 |

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|---|---|---|---|---|---|---|
| 43427 | 08/25/2025 | FINANCE | Facilities Maintenance | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 4318089701-9 | 21.04 |
| 43427 | 08/25/2025 | FINANCE | Facilities Maintenance | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 1013877191-9 | 63.44 |
| 43427 | 08/25/2025 | FINANCE | Facilities Maintenance | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 5225647713-5 | 14.78 |
| 43427 | 08/25/2025 | FINANCE | Parks | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 8788837242-9 | 10.81 |
| 43427 | 08/25/2025 | FINANCE | Parks | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 8675479583-8 | 55.38 |
| 43427 | 08/25/2025 | FINANCE | WWTP | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 1902328695-8 | 25.46 |
| 43427 | 08/25/2025 | FINANCE | Zone 39 Activities | PACIFIC GAS & ELECTRIC | 07/25 SERVICE 6948316261-1 | 20.33 |
| 43428 | 08/25/2025 | PARKS ADMINISTRATION | Parks | PARK ASSOCIATES | PLAYGROUND EQUIPMENT REPAIRS | 2,758.82 |
| 43429 | 08/25/2025 | ENGINEERING | LTF - Streets | SALEM ENGINEERING GROUP | R-94 BIKE LANE TESTING LAB | 697.00 |
| 43430 | 08/25/2025 | WWTP | WWTP | SYNAGRO WEST, INC. | SLUDGE HAULING & DISPOSAL | 10,850.95 |
| 43431 | 08/25/2025 | PD OPERATIONS | PD Operations | TRANSUNION RISK & ALT. DATA SOLUTIONS | DATABASE ACCESS 01/25 | 210.40 |
| 43432 | 08/25/2025 | FINANCE | Building | VERIZON WIRELESS | CITY CELL PHONE CHARGES 06/11/25-07/10/25 | 103.92 |
| 43432 | 08/25/2025 | FINANCE | Building | VERIZON WIRELESS | CITY CELL PHONE CHARGES 07/11/25-08/10/25 | 77.66 |
| 43432 | 08/25/2025 | FINANCE | City Council | VERIZON WIRELESS | CITY CELL PHONE CHARGES 06/11/25-07/10/25 | 38.01 |
| 43432 | 08/25/2025 | FINANCE | City Council | VERIZON WIRELESS | CITY CELL PHONE CHARGES 07/11/25-08/10/25 | 38.01 |
| 43432 | 08/25/2025 | FINANCE | Facilities Maintenance | VERIZON WIRELESS | CITY CELL PHONE CHARGES 06/11/25-07/10/25 | 51.96 |
| 43432 | 08/25/2025 | FINANCE | Facilities Maintenance | VERIZON WIRELESS | CITY CELL PHONE CHARGES 07/11/25-08/10/25 | 38.83 |
| 43432 | 08/25/2025 | FINANCE | HR/RISK MGT | VERIZON WIRELESS | CITY CELL PHONE CHARGES 06/11/25-07/10/25 | 38.01 |
| 43432 | 08/25/2025 | FINANCE | HR/RISK MGT | VERIZON WIRELESS | CITY CELL PHONE CHARGES 07/11/25-08/10/25 | 38.01 |
| 43432 | 08/25/2025 | FINANCE | STREETS | VERIZON WIRELESS | CITY CELL PHONE CHARGES 06/11/25-07/10/25 | 13.67 |
| 43432 | 08/25/2025 | FINANCE | STREETS | VERIZON WIRELESS | CITY CELL PHONE CHARGES 07/11/25-08/10/25 | 13.75 |
| 43432 | 08/25/2025 | FINANCE | PD Operations | VERIZON WIRELESS | CITY CELL PHONE CHARGES 06/11/25-07/10/25 | 266.13 |
| 43432 | 08/25/2025 | FINANCE | PD Operations | VERIZON WIRELESS | CITY CELL PHONE CHARGES 07/11/25-08/10/25 | 266.07 |
| 43433 | 08/25/2025 | PARKS | Parks | WEST COAST ARBORISTS, INC. | CITY WIDE TREE TRIMMING | 1,890.00 |
| 43434 | 08/25/2025 | FINANCE | PD Operations | OVERPAYMENTS | VOIDED PK REIMB - PK 43552 | 67.00 |
| 43435 | 08/25/2025 | FINANCE | Parking Dist Operation | OVERPAYMENTS | VOIDED PK REIMB - PK 43922 | 67.00 |
| 43436 | 08/25/2025 | FINANCE | Parking Dist Operation | OVERPAYMENTS | VOIDED PK REIMB - PK 11106 | 134.00 |
| 43437 | 08/25/2025 | FINANCE | Parking Dist Operation | OVERPAYMENTS | VOIDED PK REIMB - PK 11078 | 134.00 |
| 43438 | 08/25/2025 | FINANCE | PD Operations | OVERPAYMENTS | VOIDED PK REIMB - PK 43558 | 67.00 |
| 43439 | 08/25/2025 | FINANCE | Water Fund | AR REFUNDS | DEPOSIT REFUND - METER #19 | 1,700.00 |
| 43440 | 08/25/2025 | FINANCE | Water Fund | AR REFUNDS | DEPOSIT REFUND - METER #42 | 1,700.00 |
| 43441 | 08/25/2025 | FINANCE | Water Fund | AR REFUNDS | DEPOSIT REFUND - METER #42 | 1,700.00 |
| 43442 | 08/25/2025 | FINANCE | Water Fund | AR REFUNDS | DEPOSIT REFUND - METER #3 | 1,700.00 |
| 43443 | 08/25/2025 | FINANCE | Water Fund | AR REFUNDS | DEPOSIT REFUND - METER #44 | 1,700.00 |
| 43444 | 08/25/2025 | FINANCE | Water Fund | AR REFUNDS | DEPOSIT REFUND - METER #18 | 1,700.00 |
| 43445 | 08/25/2025 | FINANCE | Water Fund | AR REFUNDS | DEPOSIT REFUND - METER #42 | 1,700.00 |
| 43446 | 08/25/2025 | FINANCE | Water Fund | AR REFUNDS | DEPOSIT REFUND - METER #24 | 1,700.00 |
| 43447 | 08/25/2025 | PARKS ADMINISTRATION | General Trust Fund | OTP- PARKS REFUNDS | DEPOSIT REFUND - SUNRISE ROTARY FIELD | 50.00 |
| 43448 | 08/25/2025 | PARKS ADMINISTRATION | General Trust Fund | OTP- PARKS REFUNDS | REFUND DEPOSIT - ROTARY PAVILION | 50.00 |
| 43448 | 08/25/2025 | PARKS ADMINISTRATION | Parks | OTP- PARKS REFUNDS | REFUND DEPOSIT - ROTARY PAVILION | 115.00 |

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|---|---|---|---|---|---|---|
| 43449 | 08/25/2025 | PARKS ADMINISTRATION | General Trust Fund | OTP- PARKS REFUNDS | DEPOSIT REFUND - LTC PAVILION | 50.00 |
| 43450 | 08/25/2025 | PARKS ADMINISTRATION | General Trust Fund | OTP- PARKS REFUNDS | DEPOSIT REFUND - POOL | 100.00 |
| 43451 | 08/25/2025 | PARKS ADMINISTRATION | General Trust Fund | OTP- PARKS REFUNDS | DEPOSIT REFUND - POOL | 100.00 |
| 43452 | 08/25/2025 | PARKS ADMINISTRATION | General Trust Fund | OTP- PARKS REFUNDS | DEPOSIT REFUND - SUNRISE ROTARY FIELD | 50.00 |
| 43453 | 08/25/2025 | PARKS ADMINISTRATION | General Trust Fund | OTP- PARKS REFUNDS | REFUND DEPOSIT - ROTARY PAVILION | 50.00 |
| 43454 | 08/25/2025 | PARKS ADMINISTRATION | Comm & Rec Centers | OTP- PARKS REFUNDS | DEPOSIT REFUND - PANAM MULTI-ROOM | 240.00 |
| 43454 | 08/25/2025 | PARKS ADMINISTRATION | General Trust Fund | OTP- PARKS REFUNDS | DEPOSIT REFUND - PANAM MULTI-ROOM | 100.00 |
| 43455 | 08/25/2025 | PARKS ADMINISTRATION | General Trust Fund | OTP- PARKS REFUNDS | DEPOSIT REFUND - SUNRISE ROTARY FIELD | 50.00 |
| 43456 | 08/25/2025 | PARKS ADMINISTRATION | General Trust Fund | OTP- PARKS REFUNDS | DEPOSIT REFUND - PANAM GYM | 200.00 |
| 43457 | 08/25/2025 | PARKS ADMINISTRATION | General Trust Fund | OTP- PARKS REFUNDS | DEPOSIT REFUND - LTC FIELD | 50.00 |
| 43458 | 08/25/2025 | PARKS ADMINISTRATION | General Trust Fund | OTP- PARKS REFUNDS | REFUND DEPOSIT - ROTARY PAVILION | 50.00 |
| 43459 | 08/25/2025 | PARKS ADMINISTRATION | General Trust Fund | OTP- PARKS REFUNDS | DEPOSIT REFUND - POOL | 100.00 |
| 43460 | 08/25/2025 | PARKS ADMINISTRATION | General Trust Fund | OTP- PARKS REFUNDS | DEPOSIT REFUND - SUNRISE ROTARY FIELD | 50.00 |
| 43461 | 08/25/2025 | PARKS ADMINISTRATION | Parks | OTP- PARKS REFUNDS | DEPOSIT REFUND - SUNRISE ROTARY FIELD | 175.00 |
| 43462 | 08/25/2025 | PARKS ADMINISTRATION | General Trust Fund | OTP- PARKS REFUNDS | ACTIVITY WITHDRAWAL REFUND | 30.00 |
| 43463 | 08/25/2025 | PARKS ADMINISTRATION | General Trust Fund | OTP- PARKS REFUNDS | DEPOSIT REFUND - POOL | 100.00 |
| 43464 | 08/25/2025 | PARKS ADMINISTRATION | General Trust Fund | OTP- PARKS REFUNDS | DEPOSIT REFUND - PANAM GYM | 200.00 |
| 43465 | 08/25/2025 | PARKS ADMINISTRATION | General Trust Fund | OTP- PARKS REFUNDS | DEPOSIT REFUND - PANAM GYM | 500.00 |
| 43466 | 08/25/2025 | PARKS ADMINISTRATION | General Trust Fund | OTP- PARKS REFUNDS | DEPOSIT REFUND - POOL | 100.00 |
| 43467 | 08/25/2025 | PARKS ADMINISTRATION | General Trust Fund | OTP- PARKS REFUNDS | DEPOSIT REFUND - PANAM MULTI-ROOM | 100.00 |
| 43468 | 08/25/2025 | PARKS ADMINISTRATION | General Trust Fund | OTP- PARKS REFUNDS | REFUND DEPOSIT - ROTARY PAVILION | 50.00 |
| 43469 | 08/25/2025 | PARKS ADMINISTRATION | General Trust Fund | OTP- PARKS REFUNDS | REFUND DEPOSIT - ROTARY PAVILION | 50.00 |
| 43470 | 08/25/2025 | PARKS ADMINISTRATION | General Trust Fund | OTP- PARKS REFUNDS | DEPOSIT REFUND - SUNRISE ROTARY FIELD | 100.00 |
| 43471 | 08/25/2025 | PARKS ADMINISTRATION | General Trust Fund | OTP- PARKS REFUNDS | DEPOSIT REFUND - LTC PAVILION | 50.00 |
| 43472 | 08/25/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 9923640 | 249.01 |
| 43473 | 08/25/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 9923767 | 90.30 |
| 43474 | 08/25/2025 | FINANCE | Water Utility | OTP- UB REFUNDS | UB TERM REFUND - 9919392-510061 | 183.18 |
| 43475 | 08/25/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 9917764 | 280.90 |
| 43476 | 08/25/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 9925263 | 59.76 |
| 43477 | 08/25/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 9926445 | 150.00 |
| 43478 | 08/25/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 9925882 | 255.96 |
| 43479 | 08/25/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 9921682 | 411.21 |
| 43480 | 08/25/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 9924920 | 232.51 |
| 43481 | 08/25/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 9923892 | 269.26 |
| 43482 | 08/25/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 9912890 | 94.09 |
| 43483 | 08/25/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 9903777 | 314.00 |
| 43484 | 08/25/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 9908229 | 297.92 |
| 43485 | 08/25/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 6460487 | 138.38 |
| 43486 | 08/25/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 9923930 | 127.42 |
| 43487 | 08/25/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 9917617 | 94.01 |

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|---|---|---|---|---|---|---|
| 43488 | 08/25/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 9895923 | 57.94 |
| 43489 | 08/25/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 9906212 | 175.93 |
| 43490 | 08/25/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 4683195 | 39.87 |
| 43491 | 08/25/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 9915854 | 96.99 |
| 43492 | 08/29/2025 | FLEET ACQUISITION | Fleet Acquisition | 72 HOUR LLC | CHIP TRUCK WITH AERIAL LIFT - #2024 | 199,998.11 |
| 43493 | 08/29/2025 | PD OPERATIONS | PD Operations | CELIA GARNICA | PER DIEM - WLLE CONFERENCE | 263.50 |
| 43494 | 08/29/2025 | PD OPERATIONS | PD Operations | KAYLA BIANCHI | PER DIEM - WLLE CONFERENCE | 263.50 |
| 43495 | 08/29/2025 | ENGINEERING | RSTP - FED EX | DAVE CHRISTIAN CONSTRUCTION | TS-34 GRANADA - PEDESTRIAN IMPROVEMENT | 64,593.00 |
| 43495 | 08/29/2025 | ENGINEERING | HIGHWAY SAFETY | DAVE CHRISTIAN CONSTRUCTION | TS-34 GRANADA - PEDESTRIAN IMPROVEMENT | 1,572.22 |
| 43496 | 08/29/2025 | ENGINEERING | AFFORDABLE HOUSING | SEAL RITE PAVING | SIDEWALK IMPROVEMENT | 369,942.00 |
| 43497 | 08/29/2025 | CITY ADMIN | Facilities Maintenance | OTP - FINANCE | PER DIEM & REIMBURSEMENT - RS5000 LOGIX TF | 1,001.87 |
| 43498 | 08/29/2025 | PD OPERATIONS | PD Operations | OTP - FINANCE | PER DIEM - WLLE CONFERENCE | 263.50 |
| 43499 | 08/29/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 9925969 | 150.00 |
| 43500 | 08/29/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND10001081 | 190.91 |
| 43501 | 08/29/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 9925656 | 276.81 |
| 43502 | 08/29/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 9923158 | 241.36 |
| 43503 | 08/29/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 9917821 | 132.10 |
| 43504 | 08/29/2025 | UB - WATER | Water Fund | OTP- UB REFUNDS | UB TERM REFUND 9898465 | 54.66 |
| 43505 | 09/05/2025 | PD OPERATIONS | PD Operations | GONZALES, RICHARD | REIMBURSEMENT - VEST | 200.00 |
| 43506 | 09/05/2025 | HR/RISK MGT | PD Operations | VASQUEZ, RYAN | TUITION REIMBURSEMENT | 459.00 |
| 43507 | 09/05/2025 | CITY ADMIN | STREETS | HICKMAN, JAMIE | REIMBURSEMENT - DOT FEES | 58.00 |
| 43508 | 09/05/2025 | PD OPERATIONS | MEAS K - PD | HARRY D. WILSON INC. | SERVICE BMW 1250 - #6606 | 1,134.63 |
| 43509 | 09/05/2025 | FACILITIES | Water Quality Control | TELSTAR INSTRUMENTS | WELL 24 CHLORINE GENERATOR CELL ASSY | 10,716.75 |
| 43509 | 09/05/2025 | WWTP | WWTP | TELSTAR INSTRUMENTS | WWTP CALIBRATION FLOW METER | 1,622.00 |
| 43510 | 09/05/2025 | PARKS ADMINISTRATION | Insurance/Reimb. Damage | DAVE BANG ASSOCIATES, INC. OF CALIFORNIA | SRAN PLAYGROUND REPAIRS - ARSON DAMAGE | 105,482.00 |
| 43511 | 09/05/2025 | WWTP | WWTP | VORTEX INDUSTRIES, INC. | WWTP GARAGE DOOR | 2,372.42 |
| 43512 | 09/05/2025 | ENGINEERING | RSTP - FED EX | GHD INC. | 4TH/LAKE/CENTRAL INTERSECTION IMPROVEMEI | 53,583.75 |
| 43513 | 09/05/2025 | PARKS ADMINISTRATION | Sports Programs | J & D MANUFACTURING | FLAG FOOTBALL JERSEYS | 1,224.31 |
| 43514 | 09/05/2025 | PD OPERATIONS | PD Operations | LEATHAM FAMILY, LLC | PD BADGE ORDER | 174.88 |
| 43515 | 09/05/2025 | PD OPERATIONS | Code Enforcement | DIEBERTS CREATIVE COPY INC | CODE ENFORCEMENT STICKERS | 212.41 |
| 43516 | 09/05/2025 | FINANCE | Finance | THE PUN GROUP | PROFESSIONAL AUDITING SVS | 26,666.00 |
| 43517 | 09/05/2025 | ENGINEERING | Engineering | AMAZON.COM | STANDING DESK | 185.10 |
| 43518 | 09/05/2025 | ENGINEERING | Water Mtnc/Operations | DAVIDS ENGINEERING, INC. | PROFESSIONAL ENG SERVICES | 408.25 |
| 43519 | 09/05/2025 | PARKS ADMINISTRATION | Parks | ELITE MAINTENANCE AND TREE SERVICE | GROUP 2 NON-MEDIAN LANDSCAPE MAINTENAN | 7,415.73 |
| 43519 | 09/05/2025 | PARKS ADMINISTRATION | MEDIAN LANDS | ELITE MAINTENANCE AND TREE SERVICE | GROUP 3 MEDIAN LANDSCAPE MAINTENANCE | 16,454.82 |
| 43519 | 09/05/2025 | PARKS ADMINISTRATION | Parking Dist Operation | ELITE MAINTENANCE AND TREE SERVICE | GROUP 1 DOWNTOWN LANDSCAPE MAINTENAN | 667.58 |
| 43520 | 09/05/2025 | FINANCE | Finance | HINDERLITER, DE LLAMAS AND ASSOCIATES | Q1 25/26 CONTRACT/AUDIT SALES | 22,362.33 |
| 43520 | 09/05/2025 | FINANCE | Finance | HINDERLITER, DE LLAMAS AND ASSOCIATES | FY 25/26 ACFR STATISTICAL PKG | 795.00 |
| 43521 | 09/05/2025 | FIRE | Fire | VAN DE POL ENTERPRISES, INC. | FUEL CDF - 07/16/25-07/31/25 | 488.45 |
| 43521 | 09/05/2025 | FIRE | MEAS K - FIRE | VAN DE POL ENTERPRISES, INC. | FUEL CDF - BULK DIESEL | 2,809.14 |

**CITY OF MADERA**

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

**September 17, 2025**

| CHECK | PAY DATE | DEPARTMENT | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|---|
| 43521 | 09/05/2025 | WWTP | WWTP | VAN DE POL ENTERPRISES, INC. | FUEL WWTP - BULK PROPANE | 3,588.08 |
| 43522 | 09/05/2025 | FLEET MAINTENANCE | TRANS - FIXED | ALPHA EMPIRE AUTO GROUP, INC. | REPAIRS - BUS #8050 | 5,017.36 |
| 43523 | 09/05/2025 | HR/RISK MGT | HR/RISK MGT | ALLIANT INSURANCE SERVICES, INC. | BENEFITS BROKER SERVICES | 7,500.00 |
| 43524 | 09/05/2025 | FLEET ACQUISITION | Fleet Acquisition | GARTON TRACTOR INC | 8 FT FLAIL MOWER #7013 | 14,613.75 |
| 43525 | 09/05/2025 | HR/RISK MGT | PD Operations | SARAH SARQUIZ | TUITION REIMBURSEMENT | 1,350.00 |
| 43526 | 09/05/2025 | FLEET MAINTENANCE | Fleet Maintenance | DL BATTY, INC. | SHOP - ROLL UP DOOR REPLACEMENT | 6,068.70 |
| 43527 | 09/05/2025 | FINANCE | Madera Groundwater JPA | JACOB T ROBERSON | MRWM CONSULTING - 02/01/24-04/30/2 | 500.00 |
| 43528 | 09/05/2025 | FINANCE | Madera Groundwater JPA | MADERA COUNTY FARM BUREAU | 2016 PROP 1 IRWM DAC INVOLVEMENT GRANT | 17,401.16 |
| 43529 | 09/05/2025 | ENGINEERING | Sewer Capital Outlay | GATEWAY PACIFIC CONTRACTORS, INC. | WWTP24-01 IMPROVEMENTS PROJECT | 24,525.00 |
| 43530 | 09/05/2025 | ENGINEERING | Sewer Capital Outlay | GATEWAY PACIFIC CONTRACTORS, INC. | WWTP24-01 IMPROVEMENTS PROJECT | 465,975.00 |
| 43531 | 09/05/2025 | PARKS ADMINISTRATION | Develop Impact Fee/Parks | WESTWOOD PROFESSIONAL SERVICES, INC. | TOZER PARK ENG & DESIGN SVS | 10,205.02 |
| 43532 | 09/05/2025 | PD OPERATIONS | General Trust Fund | GARCIA, VICTORIA | PER DIEM - CLI SESSION #3 | 236.50 |
| 43533 | 09/05/2025 | FINANCE | Successor Agency Debt Svc | BANK OF NEW YORK MELLON | RDA TAX ALLOCATION REF BONDS SERIES 2018A | 1,500.00 |
| 43534 | 09/05/2025 | ENGINEERING | Water Capital Outlay | SKIBO APPRAISAL SERVICES | PROPERTY APRAISAL - APN# 013-280-002 | 400.00 |
| 43535 | 09/05/2025 | FINANCE | Finance | HUANG, LYANN | REIMBURSEMENT - CPA LICENSE | 340.00 |
| 43536 | 09/05/2025 | FINANCE | PAYROLL TRUST | M.C.E.A. | MONTHLY DUES 08/25 | 270.00 |
| 43537 | 09/05/2025 | CITY CLERK'S OFFICE | City Council | MADERA DOWNTOWN ASSOC. | PARADE ENTRY FEE - 2025 | 45.00 |
| 43538 | 09/05/2025 | HR/RISK MGT | HR/RISK MGT | MADERA DOWNTOWN ASSOC. | PARADE ENTRY FEE - 2025 | 45.00 |
| 43539 | 09/05/2025 | FINANCE | PAYROLL TRUST | M P O A | MONTHLY DUES 08/25 | 8,111.20 |
| 43540 | 09/05/2025 | GRANTS | Home Program Income | RANEY PLANNING & MANAGEMENT, INC. | ANNUAL HOME MONITORING | 7,903.39 |
| 43541 | 09/05/2025 | PARKS ADMINISTRATION | Aquatics Programs | OTP- PARKS REFUNDS | CANCELLATION REFUND - POOL | 45.00 |
| 43541 | 09/05/2025 | PARKS ADMINISTRATION | Parks Administration | OTP- PARKS REFUNDS | CANCELLATION REFUND - POOL | 5.00 |
| 778 | 08/26/2025 | FINANCE | PAYROLL TRUST | NAVIA BENEFIT SOLUTIONS INC | FSA SECTION 125 DISBURSEMENT 08/26/25 DISB | 464.51 |
| 779 | 08/12/2025 | FINANCE | PAYROLL TRUST | NAVIA BENEFIT SOLUTIONS INC | FSA SECTION 125 DISBURSEMENT 08/12/25 | 1,271.20 |
| 780 | 08/12/2025 | FINANCE | CFD Debt Fund | BANK OF NEW YORK MELLON | CFD 2006-1 TAX REFUNDING BONDS SERIES 2018 | 117,070.00 |
| 780 | 08/12/2025 | FINANCE | Sewer Fund | BANK OF NEW YORK MELLON | 2015 WASTEWATER REV REF BOND | 124,251.00 |
| 780 | 08/12/2025 | FINANCE | Water Debt Service | BANK OF NEW YORK MELLON | 2015 WATER REV REF BOND | 12,326.25 |
| 781 | 08/20/2025 | FINANCE | Finance | PITNEY BOWES, INC. | PREPAID POSTAGE REFILL | 5,000.00 |
| 782 | 08/25/2025 | FINANCE | PAYROLL TRUST | NPC-ORCHARD TRUST COMPANY | PLAN #340227-01 FOR 08/21/25 | 8,427.35 |
| 783 | 08/29/2025 | FINANCE | PAYROLL TRUST | CA DEPARTMENT OF CHILD SUPPORT | CHILD SUPPORT DEDUCTIONS FOR 08/29/25 PAY | 1,297.24 |
| 784 | 08/29/2025 | FINANCE | PAYROLL TRUST | MISSION SQUARE - 302351 | PLAN #302351 CONTRIBS FOR 08/29/25 | 32,315.06 |

**BANK #1 - US BANK GENERAL ACCOUNT TOTAL** **$ 2,732,906.56**

# REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

**Council Meeting of:** September 17, 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 August 20, 2025, City Council agenda.

**DISCUSSION:**

The Civil Service Commission (Commission) met September 2, 2025, to review eligibility lists for civil service recruitments. Lists were approved for the following classifications:

- Senior Planner
- Police Sergeant
- Police Corporal
- Parks Worker I
- Water System Worker 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* |
| Fredy Pineda | Equipment Operator | Public Works | FT | 9/8/25 |

*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* |
| Juan Raygoza, Jr. | Program Leader I/Lifeguard | Park Aide | 7/26/25 |
| Sergio Hernandez | Police Officer I | Police Officer II | 7/28/25 |

The following employees separated from employment since our last report.

| **Table 3:** *Separations* | | | | |
|---|---|---|---|---|
| *Name* | *Position* | *Department* | *Status** | *Effective Date* |
| Benjamin Galindo | Program Leader I/Softball Umpire | Parks & Community Services | PT | 6/10/25 |
| Bailey McCaskill-Aguilar | Lifeguard/Program Leader I | Parks & Community Services | PT | 8/1/25 |
| Miguel Calderon | Park Aide | Parks & Community Services | PT | 8/4/25 |
| Linda Aguilera | Office Assistant II | Public Works | FT | 8/15/25 |
| Adam Camacho | Police Officer I | Police | FT | 8/15/25 |
| Phillip Lopez | Police Officer I | Police | FT | 8/19/25 |
| Silas Varela | Police Officer II | Police | FT | 8/26/25 |
| Kathleen Varela | Code Enforcement Officer I | Police | FT | 8/27/25 |
| Jerry Martinez | Engineering Project Manager | Engineering | RA | 9/1/25 |

*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:**

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

**Council Meeting of:** September 17, 2025

**Agenda Number:** B-4

**SUBJECT:**

Madera County Elections Division Fee Waiver Request for the Special Election occurring November 4, 2025

**RECOMMENDATION:**

Adopt a Resolution waiving the rental fees of the Pan American Community Center starting on October 31, 2025, and ending on November 4, 2025, related to the Special Election, hosted by the Madera County Elections Division, at an anticipated rental fee of $4,045

**SUMMARY:**

The City received a request from the Madera County Elections Division (MCED) seeking a waiver of rental fees for the use of the Pan American Community Center (PAC) to serve as a Vote Center for the November 4, 2025, Special Election.

The MCED is requesting access to the PAC starting on October 31, 2025, through November 4, 2025. MCED is requesting the PAC serve as a Vote Center, accessible to people who wish to vote in person or drop off ballots for the Special Election.

**DISCUSSION:**

The MCED has submitted a formal request for a fee waiver to use PAC as a Vote Center for the Special Election.

MCED is requesting access to the PAC starting on October 31, 2025, for the setting up of equipment and materials. The request for early access to the PAC has been included in the overall rental fees' calculations. The use of the PAC as a Vote Center will officially begin on November 1,

2025, and conclude on November 4, 2025. The PAC would be open as a Vote Center according to the schedule provided by MCED.

- PAC as Vote Center on November 1, 2025, from 7:30 am to 5:30 pm
- PAC as Vote Center on November 2, 2025, from 7:30 am to 5:30 pm
- PAC as Vote Center on November 3, 2025, from 7:30 am to 5:30 pm
- PAC as Vote Center on November 4, 2025, from 6:30 am to 9 pm (Election Day)

Eligible voters would be able to access the PAC to vote in person or to drop off ballots before the close of the Special Elections during the dates and times listed above.

MCED 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 rental.

This rental 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 PAC, 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 PAC Gym x 5 days (All Day) | $3,000 |
| Access to PAC Kitchen x 4 days | $540 |
| Early Entry Fee | $280 |
| **Total** | **$4,045** |

The total applicable cost for the rental of PAC sufficient to meet the reserved space needed, with dates and times as requested, would be $4,045.

As of the writing of this report, MCED has not received any reimbursement funds from the State of California, nor have they been provided with a timeline as to when reimbursement may occur for the upcoming special election.

**ALTERNATIVES:**

The Council may elect to reject the fee waiver and require the MCED to remit any associated fees if they wish to rent PAC to serve as a Vote Center for the upcoming Special Election.

**ATTACHMENTS:**

1. Resolution Waiving the rental fees of the Pan American Community Center starting on October 31, 2025, and ending on November 4, 2025, related to the Special Election, hosted by the Madera County Elections Division, at an anticipated rental fee of $4,045
    a. Exhibit A – Schedule of Dates Requested
2. Letter Requesting Fee Waiver

**ATTACHMENT 1**

Adopt a Resolution waiving the rental fees of the Pan American Community Center starting on October 31, 2025, and ending on November 4, 2025, related to the Special Election, hosted by the Madera County Elections Division, at an anticipated rental fee of $4,045

**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 STARTING ON OCTOBER 31, 2025, AND ENDING ON NOVEMBER 4, 2025, RELATED TO THE SPECIAL ELECTION, HOSTED BY THE MADERA COUNTY ELECTIONS DIVISION, AT AN ANTICIPATED RENTAL FEE OF $4,045**

**WHEREAS,** the City has received a request for the waiver of fees for the rental of the Pan American Community Center (PAC); and

**WHEREAS,** the request is from the Madera County Elections Division; and

**WHEREAS**, the MCED is looking to have the PAC serve as a Vote Center for the Special Election occurring on November 4, 2025; and

**WHEREAS**, the request is for rental utilization on 5 separate days starting October 31, 2025, to November 4, 2025, for all-day use during these dates; 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 $4,045; and

**WHEREAS,** MCED 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 Madera County Elections Division serves a community need to provide eligible voters with access to casting a ballot with integrity, security, and privacy.
3. The City Council does hereby waive the City fees for Rental Fees of the Pan American Community Center on the dates identified in Exhibit A, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

* * * * * *

Exhibit A – Schedule of Dates Requested

1. October 31, 2025
2. November 1, 2025
3. November 2, 2025
4. November 3, 2025
5. November 4, 2025

**ATTACHMENT 2**

Letter Requesting Fee Waiver

**Rebecca Martinez, County Clerk-Recorder**
**and Registrar of Voters**

**Date:** 8/7/2025

**To:**
Nicki Rincon
Pan American Community Center
703 Sherwood Way
Madera, CA 93638

**Subject:** Request for Fee Waiver – Use of Facility for November 4, 2025 Special Election

Dear Nicki,

On behalf of the Madera County Elections Division, I am writing to formally request a **waiver of facility rental fees** for the use of the **Pan American Community Center** as an official **Vote Center** for the proposed **November 4, 2025 Special Election**.

As part of our commitment to providing accessible and convenient voting locations, the Pan American Community Center has been identified as a key site to serve the voting public. We respectfully request use of the facility for the following dates and times:

- **Facility Access Dates:**
  - **Friday, October 31, 2025:** Setup of voting equipment
  - **Saturday, November 1 – Monday, November 3, 2025:** Vote Center operations from **7:30 a.m. to 5:30 p.m.**
  - **Tuesday, November 4, 2025 (Election Day):** Vote Center operations from **6:30 a.m. to 9:00 p.m.**
  - **Wednesday, November 5, 2025:** Removal of equipment and site restoration

The facility will be staffed at all times during operating hours by trained election workers, and all necessary safety and security protocols will be followed.

We kindly request that the facility rental fees be waived in support of the electoral process and public service to the voters of our community.

Should you need further details or documentation regarding this request, please do not hesitate to contact me at 559-675-7720 or stephen.serrano@maderacounty.com.

Thank you for your continued support and consideration.

Sincerely,
**Stephen Serrano**
**Deputy Director of Election Services**
**Madera County Elections Division**

# REPORT TO CITY COUNCIL

**Approved by:**

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

**Council Meeting of:** September 17, 2025

**Agenda Number:** B-5

**SUBJECT:**

Madera Unified School District Attendance Recovery Camp Consultant Services Agreement for School Year 2025-2026

**RECOMMENDATION:**

Adopt a Resolution Approving a Consultant Services Agreement between the City of Madera and Madera Unified School District for the Attendance Recovery Camp for School Year 2025-2026, not to exceed $11,274

**SUMMARY:**

The City received a request from the Madera Unified School District (MUSD) to utilize the John Wells Youth Center (JWYC) for a newly funded initiative, Attendance Recovery Camp, during the 2025-2026 school year. MUSD has requested the City's partnership to provide staffing during the dates and times proposed associated with the Attendance Recovery Camp.

**DISCUSSION:**

Following the passage of California Senate Bill 153, school districts can optionally implement an Attendance Recovery program starting in the 2025–2026 school year to address truancy and chronic absenteeism. MUSD has plans to carry out the Attendance Recovery Camp in the 2025-2026 school year. MUSD has reached out to the City to propose a partnership to facilitate the Attendance Recovery Camp to take place at the John Wells Youth Center. Under the proposed agreement, MUSD staff will provide program oversight, while City staff will be limited to assisting. Moreover, MUSD will rotate participants to various planned activities while City staff will assist with serving of meals/snacks. Meals and snacks would be provided by MUSD.

The City would be committing to providing the John Wells Youth Center on four separate dates, including:

- October 6, 2025
- November 15, 2025
- February 23, 2026
- April 11, 2026

Programming for all four dates would be from 1:00 pm to 4:30 pm.

The Attendance Recovery Camp, hosted at the JWYC, would provide MUSD students with a communal site for voluntary participation in the attendance recovery efforts to recover lost instructional time associated with absenteeism from school. Each date anticipates no more than 120 students over various school grades as follows.

- Transitional Kindergarten – Kindergarten: 40 students
- 1st Grade: 40 students
- 2nd Grade: 40 students

**FINANCIAL IMPACT:**

The total value of the Consultant Services Agreement is not to exceed $11,274, reimbursable after the conclusion of the Attendance Recovery Camp. The value of the Consultant Services Agreement covers staffing costs, a Robo Enrichment session, JWYC rental fees, and includes an administrative fee. The Robo Enrichment session includes a presentation from a third-party vendor using an interactive robotic dog, bringing STEAM learning and social development to participants.

The contract will provide General Fund relief for the activities borne by this Agreement.

These expenses and revenue generated from the Agreement will be reflected in Fiscal Year 2025/2026 in the Parks Grants Fund, #41096360. There are available funds to cover the staffing costs listed in Table 1, as well as sufficient funding in expense lines to cover the cost of enrichment activities.

**Table 1:** *Cost Proposal from the City to MUSD for Attendance Recovery Partnership*

| | |
|---|---|
| Staffing Costs | $5,114 |
| Robo Enrichment Session ($255/session x 4) | $1,020 |
| Facility Rental | $2,885 |
| Admin Fee | $2,255 |
| **Total** | **$11,274** |

Staffing costs include the cost of staff training, assistance with the setup, assisting MUSD staff during activities, and cleanup during the four dates identified.

**ALTERNATIVES:**

As an alternative, the Council may elect not to enter into the Consultant Services Agreement with MUSD for the 2025-2026 school year Attendance Recovery Camp.

Council may also elect to request additional information be brought forth at the next meeting to make a more informed decision. Staff would like to note, MUSD requires confirmation of approval of the Consultant Services Agreement to confirm the Attendance Recovery Camp dates and location sites for programming to plan accordingly, which includes outreach and enrolling students. Any delay in providing confirmation may affect the City's ability to enter into the Agreement altogether.

**ATTACHMENTS:**

1. Resolution Approving a Consultant Services Agreement between the City of Madera and Madera Unified School District for the Attendance Recovery Camp for School Year 2025-2026, not to exceed $11,274
    a. Exhibit A: Consultant Services Agreement

**ATTACHMENT 1**

Resolution Approving a Consultant Services Agreement between the City of Madera and Madera Unified School District for the Attendance Recovery Camp for School Year 2025-2026, not to exceed $11,274

**RESOLUTION NO. 25-_____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND MADERA UNIFIED SCHOOL DISTRICT FOR THE ATTENDANCE RECOVERY CAMP FOR SCHOOL YEAR 2025-2026, NOT TO EXCEED $11,274**

**WHEREAS,** the City has received a request from Madera Unified School District (MUSD); and

**WHEREAS,** the request is for a partnership to implement the Attendance Recovery Camp during the 2025-2026 school year; and

**WHEREAS**, the Attendance Recovery Camp would provide MUSD students an opportunity for voluntary participation, to recover lost instructional time associated with absenteeism from school; and

**WHEREAS**, the request for a partnership with the City includes the utilization of the John Wells Youth Center and provision of staff; and

**WHEREAS,** the costs incurred by the City would not exceed $11,274, to be reimbursed by MUSD after the completion of the Attendance Recovery Camp dates.

**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 Consultant Services Agreement with Madera Unified School District for the Attendance Recovery Camp during the 2025-2026 school year, not to exceed $11,274, is attached hereto as Exhibit A.
3. This resolution is effective immediately upon adoption.

* * * * * *

Exhibit A – Consultant Services Agreement

# MADERA UNIFIED SCHOOL DISTRICT
## CONSULTANT SERVICES AGREEMENT

**This agreement is made and entered into this** 2nd **day of** Sep. **20**25**, by and between Madera Unified School District ("District") and** City of Madera **("Consultant").**

1. Consultant agrees to provide the following specified services: (you may attach a list of services if necessary)
   The City of Madera agrees to provide the John Wells Youth Center as a communal site for the Attendance Recovery Camp. They will host up to 120 students, from TK-2nd grade, on four specific dates: October 6, 2025, November 15, 2025, February 23, 2026, and April 11, 2026.The session will run from 1:00 p.m. to 4:30 p.m. In addition to providing the facility and staffing, the City will also offer a Robo Enrichment class to support the students' STEM learning and social development.

2. Term. The Consultant's services described in Paragraph 1 shall commence on October 6, 2025 and shall end on April 11, 2026 unless earlier terminated pursuant to Paragraph 8.

2. Payment. District agrees to pay Consultant as follows:

   Total cost of $11,274

4. Payroll Forms. Consultant agrees to complete the District's consultant payroll form. Consultant agrees that failure to properly complete this form in a timely manner may result in nonpayment to consultant.

5. Independent Contractor Status. Consultant and any and all agents and employees of Consultant are agreed to be independent contractors in their performance under this Agreement and are not officers, employees, or agents of the District. Consultant shall retain the right to perform services for others during the term of this Agreement.

6. Indemnity. Consultant shall indemnify, defend, and save and hold harmless the District, its Board of Trustees, officers, agents, and employees from any and all claims, damages, losses, causes of actions, and demands, including reasonable attorney's fees and costs, incurred in connection with the processing or defense of any matter, claim, lawsuit or contest arising out of Consultant's performance of or failure to perform the work required by this Agreement.

7. Insurance. Consultant agrees to purchase and maintain throughout the term of this Agreement a comprehensive general liability insurance policy to protect Consultant from damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from Consultant's responsibilities under this Agreement, whether such acts or omissions be by Consultant or anyone directly or indirectly employed by Consultant. This insurance shall name the District as additional insured and shall be written for not less than Two Million Dollars ($2,000,000) General Liability and Four Million Dollars ($4,000,000) General Aggregate . Consultant's Policy shall be Primary and non-contributory. A certificate of insurance shall be filed with the District and shall provide that no changes shall be made to such insurance without thirty (30) days prior written notice to the District.

8. Termination of Agreement. District may terminate this Agreement for any reason upon written notice to Consultant. In the event of early termination, Consultant shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the district deems proper.

9. No Entitlement. Consultant agrees that it has no entitlement to any future contracts or work from District or to any employment or fringe benefits from the District.

10. Taxes. Payment to Consultant pursuant to this Agreement will be reported to federal and state taxing authorities as required on the IRS Form 1099. District will not withhold any money from compensation payable to Consultant. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions; and/or state or federal income tax or disability insurance. Consultant is independently responsible for the payment of all applicable taxes.

11. Governing Law and Venue. This Agreement shall be governed by and construed only in accordance with the laws of the State of California. If any action is initiated involving the application or interpretation of this Agreement, venue shall only lie in the appropriate state court in Madera County or federal court in Fresno County, California.

12. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Consultant, the District and their respective successors and assignees.

13. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Agreement.

14. Amendment. The terms of this Agreement shall not be amended in any manner whatsoever except by written agreements signed by the parties.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no oral understandings, side agreements, representation or warranties, expressed or implied, not specified in this Agreement.

16. Licenses. Consultant represents that Consultant and all agents and employees of Consultant are licensed by the state of California to perform all the services required by this Agreement. Consultant will maintain all licenses in full force and effect during the term of this Agreement.

17. Compliance with Law. Consultant agrees to perform the services contemplated by this Agreement in a professional and a competent manner and in compliance with all local, state and federal laws, and regulations governing the service to be rendered pursuant to this Agreement.

18. Board Approval. **The parties agree that the effectiveness of the Agreement is contingent upon approval by the District's Board of Trustees.**

19. Equipment and Materials. Consultant shall provide all equipment, materials, and supplies necessary for the performance of this Agreement. This provision may be negotiable as to the needs of specific children.

20. Non-discrimination. Consultant shall not engage in unlawful discrimination in the employment of persons because of race, color national origin, age, ancestry, religion, sex, marital status, medical condition, physical handicap, or other bias prohibited by state or federal law.

21. Copyright. Any product, whether in writing or maintained in any other form produced under this Agreement shall be the property of District. District shall have the right to secure a patent, trademark or copyright and the product or information may not be used in any manner without District's written permission.

22. In accordance with Education Code Section 39656, this contract is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.

Madera Unified School District

Superintendent or designee:

Chief Financial Officer
Title

Amelia L Gamino
(Signature)

Date: 9/03/2025

Consultant:

Name: _____

_____
(Signature)

Date: _____

Federal ID/SS# _____
**(do not include SSN until after Board approval)**

**ATTACHMENT TO SERVICE AGREEMENT**

**Expanded Learning Opportunities Program (ELOP) – Health and Safety Reporting Requirement**

This attachment serves as an addendum to the Service Agreement between Madera Unified School District ("LEA") and **The City of Madera** ("Contractor") for the operation of Expanded Learning Programs. The following reporting requirements are established to ensure compliance with Education Code Section 8483.4 and to maintain the health and safety of all program participants

## Health and Safety Incident Notification and Reporting

1. **Immediate Notification Requirement**
   a. The Contractor must notify the LEA by the next working day following any occurrence of a health- or safety-related issue that affects the program's operations or participants. The Contractor shall provide such immediate notification to the LEA by telephone and/or email. The list of health and safety occurrences requiring immediate notification includes, but is not limited to:
      - Criminal background clearance issues concerning any employee, volunteer, or contractor.
      - Structural or environmental hazards that could impact student or staff safety.
      - Incidents involving law enforcement intervention at a program site.
      - Any "event" as that term is defined in EC 8483.4(c) that may impact program safety or compliance, which includes but is not limited to the following:

        - Death of a child from any cause
        - Any injury to a child that requires medical treatment
        - Any unusual incident or child absence that threatens the physical or emotional health or safety of a child
        - Any suspected child abuse or neglect
        - Epidemic outbreaks
        - Poisonings
        - Fires or expulsions that occur on the premises
        - Exposure to toxic substances
        - An arrest of an employee of the Contractor
        - Any other event as specified by the LEA. If the LEA determines it to be necessary to specify any other type(s) of event(s) in addition to those set forth in this Addendum, the LEA shall provide the Contractor with written notice requesting the Contractor to sign, date, and return an acknowledgment and agreement to the change.

2. **Written Incident Report Requirement**
   a. The Contractor must submit a detailed written report to the LEA within seven (7) calendar days of the occurrence of any health- or safety-related issue that triggers the immediate notification requirement set forth in Section 1 above. The written report must include:

- A detailed, specific description of the incident, including the date, time, and location.
- Individuals involved (excluding personally identifiable student information unless required by law).
- Actions taken in response to the incident.
- Any corrective measures implemented to prevent recurrence.
- Any additional information requested by the LEA.

3. **Request for Enrollee Health Information**

a. In accordance with Education Code Section 8483.4(d), the Contractor shall request that parents or guardians provide information about pupil health prior to enrollment, such as whether a pupil has allergies or asthma.

b. The Contractor specifically acknowledges and agrees that parents or guardians are ***not required*** to provide requested health information as a condition of enrolling their pupils in the program. The provision of pupil health information is voluntary, and it is entirely within the discretion of the parent or guardian whether or not they consent to sharing pupil health information.

4. **Compliance and Accountability**

a. The LEA reserves the right to request additional information or clarification regarding any reported incident.

b. By the signatures of their authorized representatives below, the Contractor and LEA agree that the terms contained within this Addendum are incorporated into the Service Agreement to which it is attached and that this Addendum shall therefore be a fully-binding and enforceable part thereof, subject to any applicable terms and conditions contained in that Service Agreement.

c. Failure to comply with the immediate notification and written reporting requirements set forth in this Addendum may result in corrective actions under the applicable provisions of the Service Agreement, up to and including contract termination.

By signing below, both parties acknowledge and agree to comply with the above requirements.

| **Authorized Representative – Madera Unified School District** | **Authorized Representative – Contractor** |
|---|---|
| Signature: Amelia L Cano | Signature: _____ |
| Title: CFO | Title: _____ |
| Date: 9/03/2025 | Date: _____ |

# REPORT TO CITY COUNCIL

**Approved by:**

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

**Council Meeting of:** September 17, 2025

**Agenda Number:** B-6

**SUBJECT:**

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)

**SUMMARY:**

Right-of-Way (ROW) acquisition from one parcel of land is necessary for sidewalk improvements per City Project R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761 (Project). City Council (Council) previously approved similar ROW acquisitions for the same projects at their meetings of February 29th, March 5th, March 19th, April 2nd, May 7th and May 21st. One additional acquisition is presented as part of this item.

The agreement and easement deed have been executed by the property owner. It is recommended for approval. The value of the land for the acquisition of the parcel is $500.00. Funds for the ROW acquisition are included in the City's Fiscal Year (FY) 2024/25 Budget for the project.

**DISCUSSION:**

The scope of the project consists of installation of sidewalk improvements. This is part of a larger, previously approved project by the City Council. The project includes excavation of native soil, roadway excavation, demolition of concrete improvements, installation of curb ramps, curb and gutter, drive approaches, asphalt backpatch to new curb and gutter, tree removal, fence relocation, and adjusting utility boxes to grade. As part of the project, ROW acquisition is necessary from owners of twelve parcels, nine of which were previously approved by the City

Council and have been executed. This item would bring the total to ten of the necessary twelve parcels. For the parcel location, see Attachment 2, Location Map.

The land acquisition and improvement from the subject parcel are listed in Table 1. The subject parcel is owned by Jose Diaz Contreras and Gabino Diaz Hernandez.

**Table 1:** *ROW Impact & Cost*

| APN | Area *(Square Feet)* | Cost |
|---|---|---|
| 009-071-024 | 47 | $500.00 |

The City follows Caltrans guidelines for minor acquisition takes. Caltrans Local Assistance Procedures Manual indicates that when the City determines that the valuation is uncomplicated and the market value is estimated at $10,000 or less, based on a review of available data, a formal appraisal report is not required. This is consistent with City Administrative Policy No. AP-48 for waiver of formal appraisals on certain real property and to acquire said parcels by sale or donation where such parcels or portions thereof to be acquired do not have fair market value in excess of $2,500.

The formal offer and acquisition information, Purchase and Sale of Real Property Agreement and easement Deed with a description of the interest in land to be acquired has been presented to the property owner.

On October 21, 2021, the City determined that the Project is Categorically Exempt under Article 19, Section 15301 (c) of the Guidelines for California Environmental Quality Act (Minor alteration of existing public facilities).

**FINANCIAL IMPACT:**

There will be no impact to the City's General Fund for the ROW and construction costs for this project. The ROW acquisition is funded from Local Transportation Funds (LTF) programmed in the FY 2024/25 Capital Improvements Project Budget. Construction will be funded by the Affordable Housing and Sustainable Communities (ASHC) Grant.

**ALTERNATIVES:**

City Council may choose to reject the ROW acquisition. The rejection of ROW acquisition would result in the inability to install City Standard curb access ramps and sidewalk and therefore our inability to complete the project potentially jeopardizing funds.

**ATTACHMENTS:**

1. Resolution
   Exhibit 1 – Agreement and Deed
      Exhibit A – Land Description
      Exhibit B – Right of Way Dedication
   Exhibit 2 - Property Owner List
2. Location Map

**Attachment 1**

Resolution

**RESOLUTION NO. 25-_____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FOR THE PURCHASE OF AN EASEMENT AT 416 AMERINE AVE, MADERA, CA 93637 (APN 009-071-024)**

**WHEREAS,** a project is programmed in the Fiscal Year 2024/25 Capital Improvement Program (CIP) to install sidewalks at various locations and is identified as "Sidewalk Improvements at Various Locations City Project R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761" (Project); and

**WHEREAS,** the Project requires the acquisition of right-of-way from one parcel of land to construct sidewalks and curb access ramps in the Project area; and

**WHEREAS,** one property owner of record, listed in Exhibit 2 attached hereto, has offered for sale to the City of Madera the interest in real property necessary for the Project; and

**WHEREAS**, the property to be acquired is more specifically described in the legal description included in the Agreement for Purchase and Sale of Real Property (Agreement) and attached to the Easement Deed; and

**WHEREAS,** the purchase price offered for the property has been established per square foot in accordance with the City's recent acquisitions for commercial and residential properties; and

**WHEREAS,** on October 21, 2021, the City determined that the Project is Categorically Exempt from California Environmental Quality Act (CEQA) pursuant to Section 15301(a-e) of the CEQA Guidelines; 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 of the City of Madera approves an Agreement for Purchase and Sale of Real Property with Jose Diaz Contreras and Gabino Diaz Hernandez in the amount of $500.00 and accepts the Easement Deed for the same sidewalk improvements at 416 Amerine Ave Madera, CA 93637,

3. The Agreement, copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.

4. The City Clerk is authorized to prepare the Certificate of Acceptance for the

Easement Deed.

5. The Finance Director is authorized to make the payment for the land acquisitions in the amount shown in the attached Exhibit 2.

6. The City Engineer with the agreement of the City Manager and City Attorney is authorized to make non-material or technical corrections to documents required for implementation of the agreements.

7. This resolution is effective immediately upon adoption.

* * * * * * * *

**EXHIBIT 1**

Agreement and Deed

OWNERS: Jose Diaz Contreras & Gabino Diaz Hernandez

PROJECT: AHSC Sidewalk Improvements at Various Locations, City Project R-94

ADDRESS: 416 Amerine Ave
Madera, CA 93637

APN: 009-071-024

SITUS: NORTHWEST CORNER OF AMERINE AVE AND 3RD ST

## AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property is effective this _____ day of _____, 2025.

**Jose Diaz Contreras & Gabino Diaz Hernandez,** hereinafter referred to as the "Seller", hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter referred to as the "city", and City agrees to purchase the hereinafter described real property on the following terms and conditions:

1. Seller is the fee owner of that certain real property located at 416 Amerine Ave, in the City of Madera, County of Madera, State of California, (APN 009-071-024) more particularly described in **Exhibit A** titled Easement Legal Description to the Easement Deed ("Property"). The Easement Deed is attached as **Exhibit A** to this Agreement.

2. The purchase price for the Property shall be the sum of Five Hundred Dollars and no Cents ($500) as just compensation for land and improvements.

3. Seller warrants that the Offered Property is being acquired under threat of condemnation.

4. Seller represents and warrants that they have the authority to take the offer herein made, and that they hold fee title to the Property.

5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and Sellers and City by their signature to this Agreement make this paragraph their purchase instructions:

a. City shall pay to Sellers the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

d. Seller shall deliver to the City a signed and notarized Easement Deed in the form substantially as set forth in Exhibit A and as prepared by the City and presented to Seller with this Agreement.

6. Seller warrants that tenants on the Property pursuant to any lease agreement will not be adversely affected by this acquisition.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this contract, the right of possession and use of the Property by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair, restore, remove, and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages if any, from said date.

8. Grantor Sellers hereby grant to the City, its permittees, contractors, agents or assigns, a license to enter upon, over, across, and under all of Seller's property during the period of construction for the purpose of removal and replacement of existing owner improvements on the Property and for the purpose of facilitating the construction of public improvements and accomplishing all necessary incidence thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession of use of the adjacent land caused by City, its permittees, contractors, agents, or assigns shall be cured by the same.

9. The obligation of the City to purchase the Property is contingent upon the finding by City that there is no evidence that there may be hazardous or toxic materials located on the Property. The cost of this determination is the sole expense of the City.

10. Time is of the essence of each and every term, condition, and covenant.

11. It is understood and agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the parcel binding upon Seller and City, their heirs, executors, administrators, successors in interest, and assigns.

12. No addition to or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by both parties. If any legal action is necessary to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

///
///
///
///
///

CITY OF MADERA,
A municipal corporation

By: _____
CeCe Gallegos, Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

ATTEST:
By: _____
Alicia Gonzales, City Clerk

SELLER

By: Jose Diaz Contreras
Jose Diaz Contreras

Date: 08-25-25

By: Gabino Diaz Hernandez
Gabino Diaz Hernandez

Date: 8/25/25

***(Seller Signature Requires Notary Acknowledgement)***

**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** Madera } ss.

On this the 8/25/2025 *Date* before me, Nicole Say, Notary Public, *Here Insert Name and Title of the Officer*

Personally appeared Jose Diaz Contreras & Gabino Diaz Hernandez *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.

NICOLE QUINN SAY
Commission No. 2389891
NOTARY PUBLIC - CALIFORNIA
MADERA COUNTY
Commission Expires January 8, 2026

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*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of the Attached Document**

Title or Type of Document: **Agreement for Purchase & Sale of Real Property**

Document Date: 8/25/26 Number of Pages: 3 Pages

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

| Signers Name: Jose Diaz Contreras | Signers Name: Gabino Diaz Hernandez |
|---|---|
| Corporate Officer – Title(s): _____ | Corporate Officer – Title(s): _____ |
| ☐ Partner ☐ Limited ☐ General<br>☒ Individual ☐ Attorney in Fact<br>☐ Trustee ☐ Guardian or Conservator<br>☐ Other:<br>Signer is Representing: _____ | ☐ Partner ☐ Limited ☐ General<br>☒ Individual ☐ Attorney in Fact<br>☐ Trustee ☐ Guardian or Conservator<br>☐ Other:<br>Signer is Representing: _____ |

# EXHIBIT "A"

LAND DESCRIPTION

**RIGHT OF WAY DEDICATION**

The land referred to herein below is situated in, the City of Madera, County of Madera, State of California, in Section 23, Township 11 South, Range 17 East, Mount Diablo Meridian, being a portion of Lot 1 of Block 3 as shown on the map titled "Midvale Addition, a Resubdivision in lots 5 and 6 of Midvale Colony Map", filed in Book 5 of Maps, Page 35, Madera County Records, more particularly described as follows:

**BEGINNING** at the Northeast corner of said Lot 1;

thence along the easterly line of said Lot 1, South 00°33'08" East, 9.49 feet;

thence North 45°11'09" West, 9.20 feet, to a tangent curve to the left, having a radius of 10.00 feet;

thence along said curve, through a central angle of 45°13'24", an arc length of 7.89 feet, to the north line of said Lot 1;

thence along said north line, North 89°35'27" East, 13.56 feet to the **POINT OF BEGINNING**;

Containing an area of 47 square feet more or less.

A PLAT OF THE ABOVE DESCRIBED AREA IS ATTACHED HERETO AS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

**END DESCRIPTION**

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyors' Act.

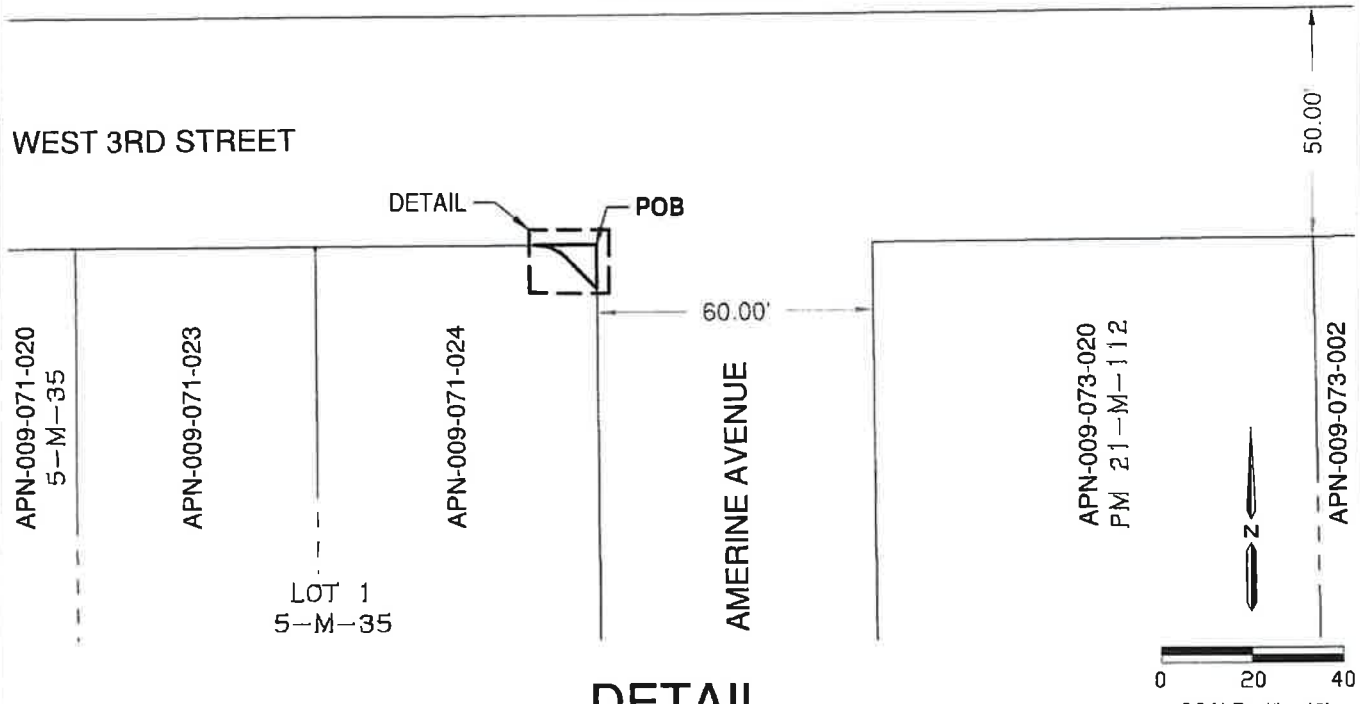
Stephen Pyle

Stephen J. Pyle
Professional Land Surveyor
California No. 8385

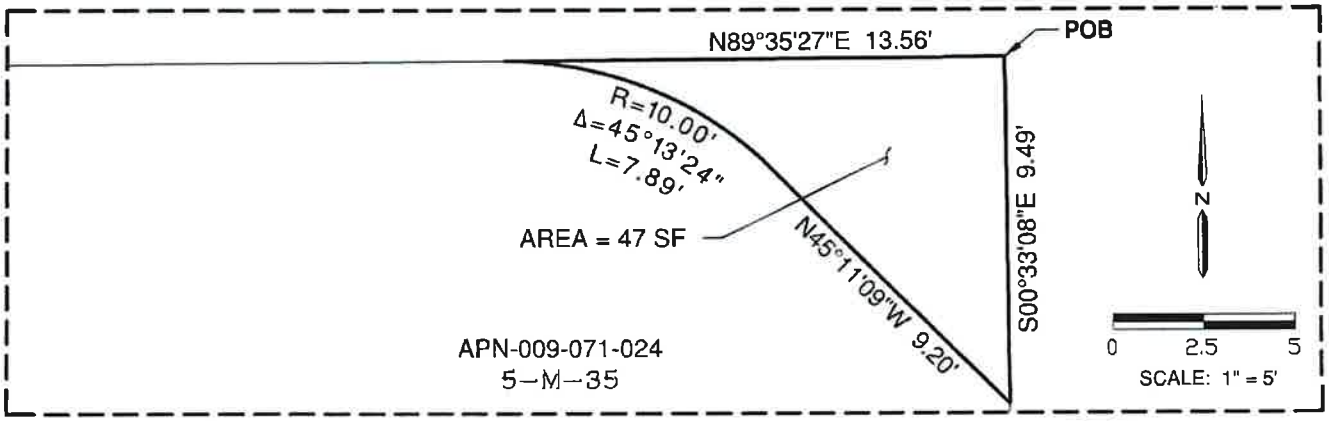



September 26, 2024
Date

# EXHIBIT "B"




## DETAIL




## SURVEY ABBREVIATIONS

| | |
|---|---|
| POB | POINT OF BEGINNING |
| SF | SQUARE FEET |

## LEGEND

- ADJACENT PROPERTY
- CENTER LINE
- RIGHT OF WAY
- SUBJECT AREA

LICENSED LAND SURVEYOR
STEPHEN JOSEPH PYLE
No. 8385
STATE OF CALIFORNIA

2024-09-26

SECTION 23, T11S, R17E


O'DELL ENGINEERING
1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com


| | | | |
|---|---|---|---|
| EXHIBIT "B" RIGHT OF WAY DEDICATION | | | |
| SCALE: | 1"=40' | DATE: | 2024-09-26 |
| JOB NO.: | 41000 | | |
| FILE: | 41000-ROW.DWG | | |

1 of 1

C:\Users\cjohnson\appdata\local\temp\AcPublish_16136\41000-ROW.dwg CDJohnson 15:23:25 09/25/2024

RECORDING REQUESTED BY:
City of Madera
AFTER RECORDING RETURN TO:
City of Madera
205 W. 4th Street
Madera, CA 93637
Attn: City Clerk

Fee waived per Section 27383 of the Government Code — No Fee Due
APN: 009-071-024 — No Doc Tax Due R&T 11922

# EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **JOSE DIAZ CONTRERAS AND GABINO DIAZ HERNANDEZ, ("Grantor")** DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA **("Grantee")** a permanent exclusive easement for public sidewalks, street improvements, and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described in EXHIBIT "A", **LEGAL DESCRIPTION**, EXHIBIT "B", **SURVEYOR'S PLAT,** and Certificate of Acceptance, attached hereto and made a part hereof:

**GRANTOR**

By: Jose Diaz Contreras
Jose Diaz Contreras

Date: 08-25-25

By: Gabino Diaz Hernandez
Gabino Diaz Hernandez

Date: 8/25/25

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** Madera } ss.

On this the 8/25/25 (*Date*) before me, Nicole Say, Notary Public (*Here Insert Name and Title of the Officer*).

Personally appeared Jose Diaz Contreras & Gabino Diaz Hernandez (*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.

NICOLE QUINN SAY
Commission No. 2389891
NOTARY PUBLIC - CALIFORNIA
MADERA COUNTY
Commission Expires January 8, 2026

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.

Nicole
*Signature of Notary Public*

*Place Notary Seal/Stamp Above*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of the Attached Document**

Title or Type of Document: **Easement Deed, Legal Description, & Surveyors Plat**

Document Date: 8/25/25 Number of Pages: **4 Pages**

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

| Signers Name: Jose Diaz Contreras | Signers Name: Gabino Diaz Hernandez |
|---|---|
| Corporate Officer – Title(s): | Corporate Officer – Title(s): |
| ☐ Partner ☐ Limited ☐ General | ☐ Partner ☐ Limited ☐ General |
| ☒ Individual ☐ Attorney in Fact | ☒ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: | ☐ Other: |
| Signer is Representing: | Signer is Representing: |

**EXHIBIT 2**

Property Owner List

# PROPERTY OWNER LIST

RIGHT OF WAY ACQUISITION

For

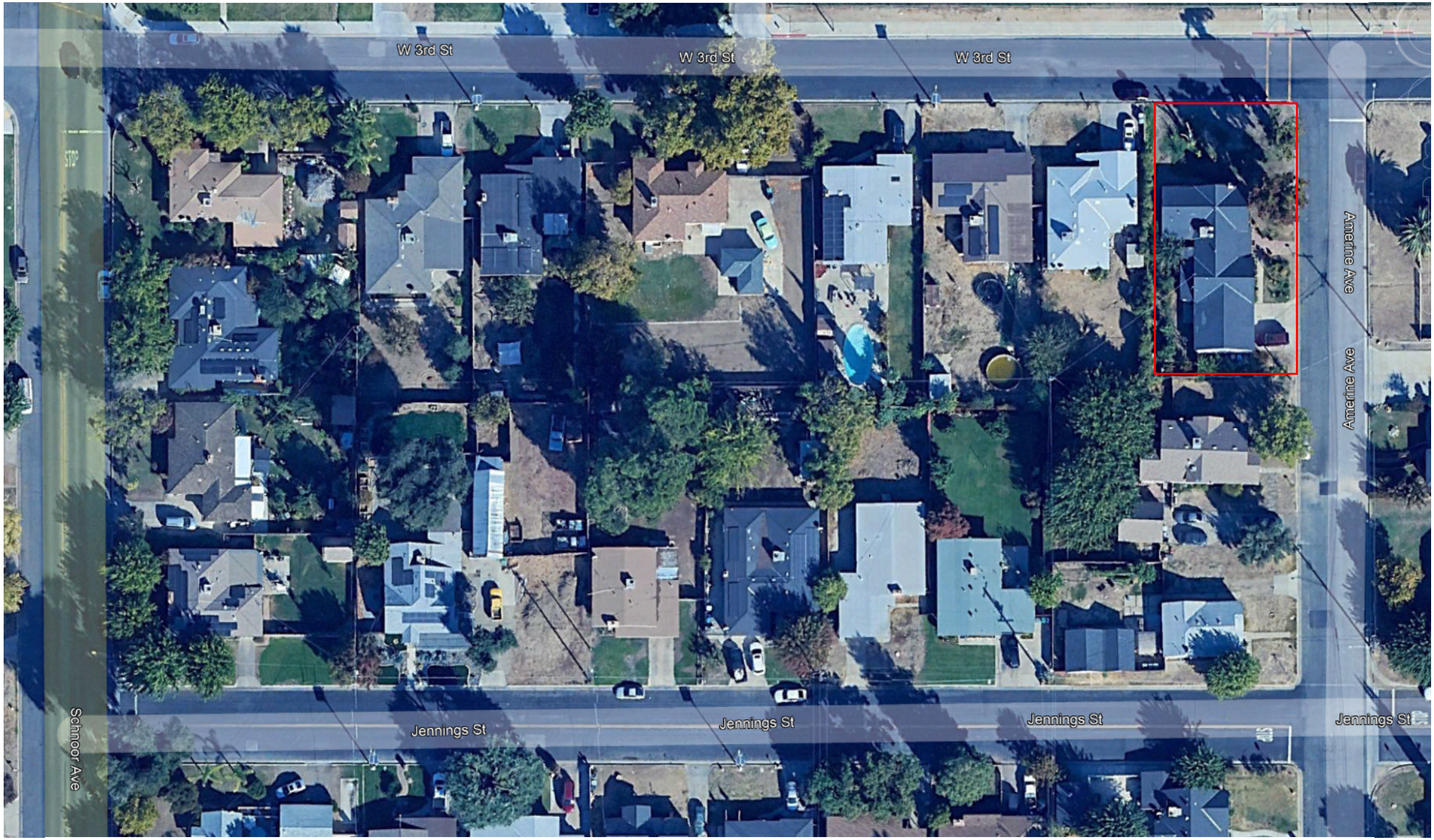
SIDEWALK IMPROVEMENTS AT VARIOUS LOCATIONS CITY PROJECT NO. R-94 BID PACKAGE 3 PHASE 2 AHSC AGREEMENT NO. 19-AHSC-12761

| APN | PROPERTY OWNER/ADDRESS | AMOUNT |
|---|---|---|
| 009-071-024 | Jose Diaz Contreras<br>416 Amerine Ave<br>Madera, CA 93637 | $250.00 |
| 009-071-024 | Gabino Diaz Hernandez<br>416 Amerine Ave<br>Madera, CA 93637 | $250.00 |

**Attachment 2**

Location Map

# Location Map




LEGEND

Affected Properties - see easemend deed for sketch of actual easement

# REPORT TO CITY COUNCIL

**Approved by:**

Arnoldo Rodriguez, City Manager

**Council Meeting of:** September 17, 2025

**Agenda Number:** B-7

**SUBJECT:**

Second Amendment to the Agreement with Stantec Consulting Services, Inc. to prepare the quarterly groundwater monitoring reports

**RECOMMENDATION:**

Adopt a Resolution approving a second contract amendment to the Professional Engineering Consulting Services with Stantec Consulting Services to prepare the quarterly groundwater monitoring reports as required by the new Waste Discharge Permit (R5-2022-0074) for the Wastewater Treatment Facility for 27,000

**SUMMARY:**

On May 23, 2019, the City submitted its Report of Waste Discharge (RoWD) to the Regional Water Quality Control Board (Regional Board), initiating the renewal process for the City's Wastewater Treatment Facility (WWTF) discharge permit. Following an extensive review and coordination period, the Regional Board adopted new Waste Discharge Requirements (WDRs) on December 9, 2022.

Under the 2022 permit conditions, the City's effluent disposal capacity was kept at the average daily dry weather flow (ADDWF) of 7 million gallons per day (MGD) that was in the previous Permit. The permit requires the City to prepare an anti-degradation analysis and comprehensive water balance study in order to evaluate conditions for increasing permitted disposal capacity to 10 MGD.

To support this requirement, the City installed new groundwater monitoring wells in 2023, allowing for expanded sampling and data collection. Quarterly groundwater monitoring reports have since been prepared through 2024. With this data now available, the City can complete the anti-degradation analysis as outlined in the Permitting and Engineering Services Agreement (executed in December 2018, and modified under Change Order No. 1 in December 2020).

**DISCUSSION:**

In 2018, the City contracted with Stantec Consulting Services, Inc. (Stantec) for professional engineering services to update the WWTF discharge permit. Under this agreement, Stantec assisted with initial permit negotiations, engineering documentation, correspondence, and development of the RoWD submitted on May 23, 2019, to officially begin the WWTF discharge permit renewal process. The original contract carried a cost of up and not to exceed $50,000. On December 16, 2020, the City Council approved Amendment No. 1 to the Agreement with Stantec Consulting Services to prepare the quarterly groundwater monitoring reports for the WWTF. This amendment, executed as Change Order No. 1 in the amount of $157,000, expanded Stantec's scope to include:

- Installation of groundwater monitoring wells
- Preparation of groundwater monitoring reports, an anti-degradation analysis, and
- A treatment capacity assessment

On August 19, 2019, the Regional Board responded to the RoWD, requesting additional information to consider flows above 7 MGD. Although the WWTF was designed in 2006 to treat up to 10.1 MGD, the Board required:

- A description of hydrogeologic conditions (groundwater data)
- An anti-degradation analysis evaluating potential groundwater impacts
- An updated water balance
- A WWTF treatment capacity assessment

The City submitted a proposed work plan on September 18, 2019, which was approved by the Regional Board on December 20, 2019. Since 7 of the 8 existing monitoring wells had been dry since 2015, new wells were required to generate usable data. On December 7, 2020, Stantec proposed services for the new well installations, which were included in the FY 2020/21 Budget as CIP Project WWTP20-21.

With new wells installed in 2023, the City now has the necessary sampling data to proceed with the anti-degradation analysis and water balance required by the current permit.

***Current Proposal – Contract Amendment***

Stantec has submitted a proposal for a second contract amendment under the WWTF Waste Discharge Permit Project. The scope includes Task 300: Preparation of Quarterly Groundwater Monitoring Reports for the period beginning Fourth Quarter 2024 through Fourth Quarter 2026. A summary of Task 300 is included below.

- Fee: $3,000 per report; not to exceed $27,000

- Deliverables: Each report will be prepared under the supervision of a California Registered Professional Geologist or Engineer and will include:

- A narrative description of all preparatory, monitoring, sampling, and sample handling for groundwater monitoring.
- A field log for each well documenting depth to groundwater; sample preparation (e.g., filtering); and sample preservation.
- Calculation of groundwater elevation at each monitoring well, and determination of groundwater flow direction and gradient on the date of the measurement.
- For each monitoring well, a table showing groundwater depth, elevation, and constituent concentrations for at least the five previous years, up through the current quarter.
- Summary data tables of analytical results collected during the quarter and the current water table elevations.
- A scaled map showing relevant structures and features of the WWTP, the locations of monitoring wells, surface waters, and groundwater elevation contours referenced to an appropriate datum (e.g., National Geodetic Vertical Datum).

Stantec will also continue maintaining and updating the groundwater monitoring database. Sampling and laboratory testing will remain the responsibility of City staff or subcontractors. Approval of the proposed contract amendment will keep the City in compliance with Regional Board requirements and allow completion of the technical analysis needed to increase the WWTF capacity to 10 MGD. It also maintains continuity with Stantec, the firm most familiar with the facility and permit process.

**FINANCIAL IMPACT:**

The cost of Professional Engineering Consulting Services associated with this amendment, in the amount of $27,000, is budgeted within the Sewer Enterprise Fund. An existing Purchase Order (No. 17460) is in place, and $20,000 has been allocated in the current fiscal year budget, which is sufficient to cover the costs associated with this amendment.

**ALTERNATIVES:**

Council may choose not to approve this amendment or request additional information on the matter.

**ATTACHMENTS:**

1. Resolution approving the Contract Amendment to the Agreement with Stantec for Professional Engineering Consulting Services for additional work at $27,000
    a. Exhibit A: Second Contract Amendment, including Scope of Work
2. Agreement with Stantec Consulting Services, Inc. for Professional Engineering Consulting Services dated December 19, 2018.
    a. First Amendment to Professional Engineering Consulting Services for the Update of the Waster Discharge Permit for the City of Madera Waste Water Treatment Plant Agreement

# Attachment 1

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSLTING SERVICES WITH STANTEC CONSULTING SERVICES FOR THE PREPARATION OF QUARTERLY GROUNDWATER MONITORING REPORTS FOR THE CITY OF MADERA WASTEWATER TREATMENT FACILITY**

**WHEREAS**, the City Council adopted Resolution No. 18-240 entering into an agreement with Stantec Consulting Services, Inc. (Stantec); and

**WHEREAS**, the existing agreement was to initiate the process of renewing the Wastewater Treatment Plant's Waste Discharge requirements permitting process; and

**WHEREAS**, after a more in-depth analysis and communication with the Central Valley Regional Water Quality Control Board, it has been determined that additional analysis is warranted to update the City of Madera's Wastewater Treatment Plant, Waste Discharge Permit; and

**WHEREAS**, the City Council adopted Resolution No. 20-170 amending the agreement for professional engineering services for the update of the Waste Discharge Permit; and

**WHEREAS**, Stantec has proposed continued consulting services through an amendment of the agreement is required; and

**WHEREAS**, Stantec has been identified as a firm having the necessary experience and qualifications to provide Professional Engineering Services; and

**WHEREAS**, the cost for the additional services is $27,000.

**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 approves the Second Amendment to the Agreement with Stantec Consulting Services, Inc. for Professional Engineering Consulting Services for the for the Preparation of Quarterly Groundwater Monitoring Reports for the City of Madera Wastewater Treatment Plant, attached as Exhibit A and incorporated herein.
3. This resolution is effective immediately upon adoption.

****

**EXHIBIT A**
**SECOND AMENDMENT TO PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE PREPARATION OF QUARTERLY GROUNDWATER MONITORING REPORTS FOR THE CITY OF MADERA WASTEWATER TREATMENT PLANT AGREEMENT**

This Second Amendment to the Agreement titled "Professional Engineering Consulting Services for the Preparation of Quarterly Groundwater Monitoring Reports for the City of Madera Wastewater Treatment Plant" dated 19 December 2018, then amended on December 16, 2020, is made and entered into this 17th day of September, 2025 between the City of Madera, hereinafter called "City," and Stantec Consulting Services, Inc. hereinafter called "Consultant."

RECITALS

WHEREAS, on December 19, 2018, CITY and Consultant entered into an Agreement for the Update of the Waste Discharge Permit for the City Wastewater Treatment Plant ("Agreement"); and

WHEREAS, on December 16, 2020, the CITY approved a First Amendment to Agreement; and

WHEREAS, during the course of performance of the Agreement, the Parties have determined that additional work is required; and

WHEREAS, City and Consultant wish to amend the Agreement to add to the scope of services and timeframes in the original Agreement and to increase compensation for the additional work per this Second Amendment to Agreement ("Second Amendment").

AGREEMENT

Based on the foregoing recitals, the Parties hereto mutually agree as follows:

SECTION 1. Section 2 of the Agreement titled "Scope of Work" provides for the services to be provided under the Agreement. The Parties agree that the Agreement is amended to provide that additional services will be performed by Consultant. The additional services and timeframes for performance are set forth in Exhibit A to this Second Amendment which is incorporated by reference and which is titled "Reference: Scope of Work for Madera WWTF, Contract Amendment" and dated April 9, 2025.

Section 2 Section 4 of the Agreement titled "Compensation" provides the compensation to be paid for services under the Agreement. The Parties agree that the Agreement is amended to provide additional compensation to be paid for the additional services as provide in Section 1, above, in accordance with the Scope of Work for Madera WWTP, Exhibit A to this Second Amendment, which additional compensation shall not exceed $27,000 in total.

SECTION 3. Except as amended by this Second Amendment, all other terms and conditions of the Agreement remain in full force and effect.

SECTION 4. This Second Amendment to Agreement shall be effective upon full execution by both Parties and deemed dated based on the date of the City Manager's signature.

**City of Madera**

By: _____
Arnoldo Rodiguez, City Manager

**Stantec Consulting Services**

By: _____
Steven L. Beck, P.E., Senior Principal

_____
Taxpayer I.D. Number

**Approved As to Form:**

By: _____
Shannon Chaffin, City Attorney

**ATTEST**:

By: _____
Alicia Gonzales, City Clerk

## Scope of Work

Consultant shall perform the additional work:

Task 300: Preparation of Quarterly Groundwater Monitoring Reports ($3.000 per quarterly report) Each quarterly report will be prepared with data collected by City staff (or their authorized representatives). Consultant will continue to prepare the Regional Board required quarterly groundwater monitoring reports beginning with the fourth quarter 2024 and through the fourth quarter 2026 for a fee not to exceed $3,000 per report (total fee not to exceed $27,000). Each groundwater monitoring report will be prepared under the direction of a California Registered Professional Geologist or Engineer and contain the following minimum information:

- A summary of groundwater monitoring results collected during the quarter;
- A narrative of preparatory monitoring, sampling and analytical testing;
- Calculation of groundwater elevation, assessment of contours, determination of gradient and flow direction, and comparison of pervious monitoring events including a discussion of any relevant trends;
- Preparation of summary tables of water quality and elevation data;
- Scaled map showing relevant facility features and monitoring locations; and,
- Copies of the laboratory analytical reports.

Consultant will also continue to maintain and update the groundwater monitoring database that will be used to track monitoring data. Note that sampling and laboratory analysis is excluded from this scope of work and will continue to be performed by the City's subcontractors.

**PROJECT BUDGET AND TASK SUMMARY REPORT**

The following table provides a breakdown of budgetary costs needed to complete the groundwater monitoring reports identified above:

| Task Description | Fee |
|---|---|
| Task 300, Quarterly Groundwater Monitoring Reports (4th Quarter 2024 through 4th Quarter 2026) | $27,000 |
| **Total Fee** | **$27,000** |

**SCHEDULE OF BILLING RATES - 2025 (USD)**

Scope of Work will be conducted on a time and materials basis, using Consultant's most current Fee Schedule set forth below. In no event shall the total amount for Task 300 exceed $27,000.

| Billing Level | Hourly Rate | Description |
|---|---|---|
| 3<br>4<br>5 | $133<br>$141<br>$158 | **Junior Level position**<br>□ Independently carries out assignments of limited scope using standard procedures, methods and techniques<br>□ Assists senior staff in carrying out more advanced procedures<br>□ Completed work is reviewed for feasibility and soundness of judgment<br>□ Graduate from an appropriate post-secondary program or equivalent<br>□ Generally, one to three years' experience |
| 6<br>7<br>8 | $165<br>$179<br>$187 | **Fully Qualified Professional Position**<br>□ Carries out assignments requiring general familiarity within a broad field of the respective profession<br>□ Makes decisions by using a combination of standard methods and techniques<br>□ Actively participates in planning to ensure the achievement of objectives<br>□ Works independently to interpret information and resolve difficulties<br>□ Graduate from an appropriate post-secondary program, with credentials or equivalent<br>□ Generally, three to six years' experience |
| 9<br>10<br>11 | $195<br>$204<br>$219 | **First Level Supervisor or first complete Level of Specialization**<br>□ Provides applied professional knowledge and initiative in planning and coordinating work programs<br>□ Adapts established guidelines as necessary to address unusual issues<br>□ Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgement<br>□ Graduate from an appropriate post-secondary program, with credentials or equivalent<br>□ Generally, five to nine years' experience |
| 12<br>13<br>14 | $231<br>$241<br>$261 | **Highly Specialized Technical Professional or Supervisor of groups of professionals**<br>□ Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise<br>□ Participates in short and long range planning to ensure the achievement of objectives<br>□ Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures<br>□ Reviews and evaluates technical work<br>□ Graduate from an appropriate post-secondary program, with credentials or equivalent<br>□ Generally, ten to fifteen years' experience with extensive, broad experience |
| 15<br>16<br>17 | $274<br>$292<br>$301 | **Senior Level Consultant or Management**<br>□ Recognized as an authority in a specific field with qualifications of significant value<br>□ Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise<br>□ Independently conceives programs and problems for investigation<br>□ Participates in discussions to ensure the achievement of program and/or project objectives<br>□ Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects<br>□ Graduate from an appropriate post-secondary program, with credentials or equivalent<br>□ Generally, more than twelve years' experience with extensive experience |

| | | |
|---|---|---|
| | | **Senior Level Management under review by Vice President or higher**<br>□ Recognized as an authority in a specific field with qualifications of significant value<br>□ Responsible for long range planning within a specific area of practice or region |
| 18 | $302 | □ Makes decisions which are far reaching and limited only by objectives and policies of the organization |
| 19 | $313 | □ Plans/approves projects requiring significant human resources or capital investment |
| 20 | $324 | □ Graduate from an appropriate post-secondary program, with credentials or equivalent |
| 21 | $344 | □ Generally, fifteen years' experience with extensive professional and management experience |

Expert Witness Services carry a 50% premium on labor. Overtime will be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase in an amount acceptable to the Parties.

**Attachment 2**

RESOLUTION NO. 18-240

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. NOT TO EXCEED $50,000 FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE UPDATE OF THE WASTE DISCHARGE PERMIT FOR THE CITY OF MADERA WASTEWATER TREATMENT PLANT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY**

**WHEREAS,** the City must update the Waste Discharge Requirements for the Wastewater Treatment Plant with the Regional Water Board by January 31, 2019; and

**WHEREAS,** the City has determined that it is prudent to obtain a professional engineering firm to provide professional engineering consulting services for the draft of a Report of Waste Discharge amendment letter and associated specific tasks that may be requested by the State Water Resources Control Board; and

**WHEREAS,** the City prepared a Request for Proposals, which was sent to five engineering firms and received one response from Stantec Consulting Services, Inc. (Stantec); and

**WHEREAS,** the City has determined that Stantec is qualified and certified to provide the required professional engineering consulting services and is knowledgeable of the principals and practices of the industry associated with the Waste Discharge Requirements; and

**WHEREAS,** the City desires to hire Stantec for such professional engineering consulting services; and

**WHEREAS,** an Agreement with Stantec to provide said services has been developed to the satisfaction of both parties.

**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 Agreement with Stantec for Professional Engineering Consulting Services for the Update of the Waste Discharge Permit for the City Wastewater Treatment Plant, a copy of which is on file in the office of the City Clerk and referred to for more particulars, is hereby approved.

3. This Agreement shall be paid on a time and materials basis for an amount not to exceed $50,000.

4. Stantec shall complete all services required under this Agreement prior to December 19, 2019.

5. The Mayor is authorized to execute the Agreement on behalf of the City.

6. This Resolution is effective immediately upon adoption.

* * * * * * * * * * *

PASSED AND ADOPTED by the City Council of the City of Madera this 19th day of December, 2018 by the following vote:

AYES: Mayor Medellin, Council Members Montes, Gallegos, Rodriguez, Robinson, Garcia.

NOES: None.

ABSTENTIONS: None.

ABSENT: Council Member Holley.

APPROVED:

ANDREW J. MEDELLIN, Mayor

ATTEST:

SONIA ALVAREZ, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

APPROVED AS TO LEGAL FORM:

BRENT RICHARDSON, City Attorney

# AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE UPDATE OF THE WASTE DISCHARGE PERMIT FOR THE CITY OF MADERA WASTEWATER TREATMENT PLANT

This Agreement made and entered into this 19th day of December, 2018 between the City of Madera, a municipal corporation of the State of California, hereinafter called **"CITY"**, and Stantec Consulting Services, Inc., located in Rocklin, CA, hereinafter called **"CONSULTANT "**.

## WITNESSETH

**WHEREAS**, CITY must update the Waste Discharge Requirements for the Wastewater Treatment Plant with the Regional Water Board by January 31, 2019; and

**WHEREAS**, CITY needs the services of a professional engineering firm to provide professional engineering consulting services for the draft of a Report of Waste Discharge amendment letter and associated specific tasks that may be requested by the Regional Water Board as part of this amendment; and

**WHEREAS,** CONSULTANT is qualified and certified to provide the required professional engineering consulting services and is knowledgeable of the principals and practices of the industry associated with the Waste Discharge Requirements; and

**WHEREAS,** CITY desires to hire CONSULTANT for such professional engineering consulting services.

**NOW THEREFORE:**

The parties hereto mutually agree as follows:

## 1. SERVICES OF CONSULTANT:

CITY hereby hires CONSULTANT to provide professional engineering consulting services as set forth herein in connection with the update of the Waste Discharge Requirements. Said work to be performed pursuant to this Agreement is more particularly described in the Scope of Work.

## 2. SCOPE OF WORK:

CONSULTANT shall provide the professional engineering consulting services as set forth in EXHIBIT A, "Description of approach and outline of services", attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

**3. CITY'S OBLIGATIONS**

The CITY shall provide the consultant with the following:

a. Provide a Project Manager to work with CONSULTANT;

b. Review all submittals timely.

**4. COMPENSATION**

CITY shall pay CONSULTANT on a time and materials basis for an amount not to exceed $50,000. CITY and CONSULTANT agree on the rates shown in EXHIBIT A, "Hourly Rates". CONSULTANT shall only conduct tasks specifically requested in advance by the CITY.

**5. PAYMENT:**

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

**6. AUDITS AND INSPECTIONS ACCESS:**

CONSULTANT shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to the CITY or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. CONSULTANT shall permit CITY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

## 7. LIABILITY INSURANCE:

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant 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***

Consultant shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 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 form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $1,000,000 **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 Consultant 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. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, it's officers, agents, employees, and volunteers.
- $1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this

Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

***Maintenance of Coverage***

Consultant 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 performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

***Proof of Insurance***

Consultant 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 Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant 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)***

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant 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 Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

***Notice of Cancellation***

Consultant 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***

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

***Additional Insurance***

Consultant 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.

**8. OWNERSHIP OF DOCUMENTS:**

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the City whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the City. In the event the City reuses such instruments of service, CONSULTANT shall be released and held harmless by the City from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

**9. TIME OF COMPLETION:**

A. CONSULTANT shall complete the work as shown in EXHIBIT A, "Description of approach and outline of services."

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also, CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 11.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on December 19, 2019, unless extended by mutual agreement.

**10. TERMINATION OF AGREEMENT:**

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, CONSULTANT 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 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, in the determination of CITY, there is:

1. An illegal use of funds by CONSULTANT;
2. A failure by CONSULTANT to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.

In no event shall any payment by CITY or acceptance by CONSULTANT 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 CONSULTANT the repayment to CITY of any funds disbursed to CONSULTANT under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

**11. APPROVAL:**

CITY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

**12. HOLD HARMLESS:**

***Indemnity for Professional Liability***: When the law establishes a professional standard of care for CONSULTANT'S Services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend, and hold harmless CITY and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the CONSULTANT (and its Subconsultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the CONSULTANT (and its Subconsultants) and the CITY in the performance of professional services under this Agreement. CONSULTANT shall not be obligated to defend or indemnify CITY for the CITY's own negligence or for the negligence of others.

***Indemnity for Other Than Professional Liability:*** Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless CITY, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or Agency for which CONSULTANT is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of CONSULTANT.

**13. RESPONSIBILITY FOR OTHERS:**

CONSULTANT shall be responsible to CITY for its services and the services of its sub consultants. CONSULTANT shall not be responsible for the acts or omissions of

other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

**14. PROFESSIONAL RESPONSIBILITY:**

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services. CONSULTANT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

**15. PARTIES BOUND BY AGREEMENT:**

This Agreement shall be binding upon CITY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

**16. COMPLETE AGREEMENT OF PARTIES:**

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

**17. ASSIGNMENT WITH APPROVAL:**

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

**18. INDEPENDENT CONTRACTOR:**

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'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 venture, partner or associate of

CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT and 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, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

**19. GOVERNING LAW:**

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

**20. AMENDMENTS:**

Any changes to this Agreement requested either by CITY or CONSULTANT may only be affected 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 in writing.

**21. COMPLIANCE WITH LAWS AND WAGE RATES:**

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws.

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. CONSULTANT 'S LEGAL AUTHORITY:**

Each individual executing or attesting this Agreement on behalf of CONSULTANT 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 board of directors and 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 CONSULTANT is a duly organized and legally existing corporation in good standing in the State of California.

**23. NOTICES:**

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu or personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

**CITY OF MADERA**
Public Works Department
1030 South Gateway Drive
Madera, CA 93637

**CONSULTANT**
Stantec Consulting Services, Inc.
3875 Atherton Road
Rocklin, CA 95765

**24. SOLE AGREEMENT:**

This instrument constitutes the sole and only agreement between CONSULTANT and CITY respecting the Project and correctly sets the obligations of the CONSULTANT and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

* * * * * * * * * * * *

**CITY OF MADERA**

By: _____
Andrew J. Medellin, Mayor

**Stantec Consulting Services, Inc.**

By: _____

11-2167170
Taxpayer I.D. Number

**APPROVED AS TO FORM:**

By: _____
Brent Richardson, City Attorney

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

**ATTEST:**

By: _____
Sonia Alvarez, City Clerk

Exhibit A

Stantec Consulting Services Inc.
3875 Atherton Road
Rocklin, CA 95765

October 17, 2018

**Attention: Mr. John Scarborough**
City of Madera
Department of Public Works
1030 South Gateway Drive
Madera, CA 93637

Dear Mr. Scarborough,

**Reference: Engineering Consulting Services Proposal**

Stantec is pleased to submit this proposal to provide engineering consulting services in support of updating the City's Waste Discharge Requirements (WDR) for the Wastewater Treatment Plant (WWTP). This letter proposal is provided in response to the City's request.

City requested proposal content items are summarized below with the required content.

1. **Statement of the experience and qualification of the firm and individuals**

Stantec's team of permitting and wastewater design specialists for this project has worked on wastewater permits and WWTP designs in the Central Valley of California for 16 to over 40 years for all key team personnel. The entire team has worked together on similar projects out of Stantec's Rocklin, California office for over 11 years. A partial list of recent wastewater permit renewals in the Central Valley is presented below.

- City of Dixon: land application
- City of Lathrop: land application and reuse
- City of Lincoln: land application, reuse, and creek discharge
- City of Merced: land application, reuse, and slough discharge
- City of Newman: land application and reuse
- City of Rio Vista: river discharge
- Town of Discovery Bay: river discharge

Other permit renewals with the Central Valley Regional Water Board include:

- Angels Camp: land application and creek discharge
- City of Auburn: creek discharge
- Bear Valley Water District: land application and creek discharge
- Donner Summit Public Utility District: land application, reuse, and creek discharge
- City of Nevada City: creek discharge
- San Andreas Sanitary District: land application and river discharge

The permitting expertise of Stantec team members has been recognized by the State Water Resources Control Board who retained Dr. Stowell, a key team member, to develop and teach classes on wastewater treatment, disposal, and permitting matters for State Board and Regional Water Board staff.

Stantec's project team experience and qualifications are presented below.

- Rich Stowell, PhD, PE, Principal, QC

Since 1973 Rich has specialized in water quality related engineering: wastewater treatment, wastewater disposal, and the planning, environmental assessments, and permitting associated with wastewater projects of all types (municipal, industrial, commercial, and agricultural). Rich has developed and negotiated countless permits adopted by the Central Valley Regional Water Board permits for over 40 years using his technical expertise and commons sense approach. As noted above, Rich was approached by the State Board to develop and teach classes for State Board and Regional Board staff.

- Akram Botrous, PhD, PE, Sr. Process Engineer

Dr. Botrous has more than 25 years of wastewater treatment research and design experience. His areas of expertise include: secondary treatment process design, biological nutrient removal, and membrane bioreactors (MBR). He has hands-on experience with BioWin process modeling, hydraulic profiles, water cad modeling, process optimization, trouble-shooting, capacity assessment, and pilot studies. He also has experience with detailed design of wastewater treatment plants, writing specifications, and engineering services, as well as treatment process evaluations.

- Eric Zeigler, Project Manager/Sr. Environmental Scientist

Eric is a Senior Environmental Scientist and serves as a Project Manager for various projects in the wastewater permitting and water quality field. He has extensive experience in negotiating Waste Discharge Requirement (WDR) permits for municipal wastewater treatment facilities located in the Central Valley. This work includes the production of permit application and renewal documentation, including the development and implementation of a wide variety of site/discharger-specific water quality studies. He has over 25 years of experience in the field and has been responsible for developing technical reports, and leveraging the information and data presented in those reports into successful wastewater permits based on real world site and discharger-specific conditions rather than based on the default, overly conservative conditions used by the Regional Water Board in the absence of the Discharger providing the Water Board with site-specific analyses.

- Leila Sermek, PE, Engineer

Leila has 16 years of experience in planning, designing, and evaluating processes for water, wastewater treatment, and biosolids and residuals handling, as well as in the planning and design of water and wastewater conveyance systems. She specializes in treatment process development, process modeling and design, performance evaluation, operation, trouble-shooting, and cost-benefit analysis. Her expertise

includes hydraulic modeling; pumping station design; biosolids handling facilities design (including treatment, dewatering and drying); and design of biological wastewater treatment facilities, pond treatment systems, and storage and equalization facilities. Leila has additional experience in evaluating alternative wastewater and biosolids treatment and disposal systems.

## 2. Description of approach and outline of services

Stantec's approach is to work with City staff to draft a simple Report of Waste Discharge (ROWD) amendment letter for submittal to the Regional Water Board in response to their October 4, 2018 request letter. A response to the Regional Water Board letter is required by January 31, 2019. Stantec's recommendation is for the City to request renewal of WDRs without a request to increase the permitted capacity above the current limit of 7.0 MGD. The ROWD amendment letter will describe current WWTP facilities and provide a discussion regarding City plans to investigate the alternatives for increasing the WWTP disposal capacity in the future, up to the WWTP's design treatment capacity of 10.1 MGD. It is expected that the renewed WDRs will provide specific steps needed to increase the permitted disposal capacity above 7.0 MGD. Stantec will provide the City with a draft ROWD amendment letter by December 31, 2018 for City review and comment. A final letter will then be produced, addressing City comments, for submittal to the Regional Water Board by January 31, 2019.

This is the most simple and straightforward approach to renewing the City's WDRs. In the future, when an increase of the permitted disposal capacity is needed, the City can simply request that the WDRs be amended and provide the Regional Water Board with needed documentation. Following submittal of the ROWD amendment letter to the Regional Water Board, it is anticipated that the Regional Water Board will respond with a request for additional information or data. Stantec will assist the City in responding to any Regional Water Board requests.

Below is a list of items that the Regional Water Board might request. Specific tasks beyond the ROWD amendment letter, described above, will only be initiated by Stantec after advanced authorization by the City.

- Updated Form 200
- Updated Anti-Degradation Analysis
- Updated water balance
- WWTP Treatment and Capacity Study
- Independent evaluation of the City's groundwater monitoring results to date
- Salinity Minimization Plan and possibly a formal "salt balance" if requested
- Title 22 Engineering Report if any changes to effluent reuse are proposed
- Meeting with City staff
- Meeting and negotiating with Regional Water Board staff

**Reference:** **Engineering Consulting Services Proposal**

Based on our extensive experience working cooperatively with the Central Valley Regional Water Quality Control Board (Regional Water Board) permitting staff, Stantec believes the most cost effective and efficient approach to this project is to first provide the documentation listed above to the Regional Water Board for consideration. Based on our experience, we do not believe preparation of an extensive new, or amended, Report of Waste Discharge is appropriate. We believe the best approach is to provide the above documentation to the Regional Water Board for review and consideration and wait for the Regional Water Board to respond. Only then will the City know exactly how Regional Water Board staff would like to proceed and what additional information or data they might require. In other words, we do not recommend applying significant City resources on the preparation of WDR renewal documents as an initial step. If more documentation, than summarized above, is required by Regional Water Board staff for WDR renewal, staff will provide the City with specific requests, which will then allow the City to prepare a targeted response instead of generating documentation that might not be needed by the Regional Water Board. At Stantec we have used this approach numerous times and the results have provided our clients with the best possible WDRs for the least amount of resources expended.

### 3. Not to exceed cost for services

Stantec proposes to assist the City in the renewal of WWTP WDRs on a time and materials basis for an amount not to exceed $50,000. Stantec will only conduct tasks specifically requested in advance by the City. Specific tasks needed are unknown at this time as tasks will largely be driven by Regional Water Board requests following submittal of the ROWD amendment letter.

### 4. Hourly rates

Hourly Stantec rates for key staff are presented as follows:

- Rich Stowell, PhD, PE, Principal, QC - $225/hour
- Akram Botrous, PhD, PE, Sr. Process Engineer - $221/hour
- Eric Zeigler, Project Manager/Sr. Environmental Scientist - $195/hour
- Leila Sermek, PE, Engineer - $180/hour

### 5. Confirmation that consultant can begin work immediately

Stantec has the availability and rescores to begin work on this project immediately following execution of an agreement with the City.

### 6. Response to all items is required

Stantec has provided responses to each City-required content item, as noted above.

**Reference:** **Engineering Consulting Services Proposal**

## Conclusion

We look forward to working with the City on this project. Feel free to contact us if you would like to discuss our approach and the details provided in this proposal.

Regards,

**Stantec Consulting Services, Inc.**

Eric Zeigler
Senior Environmental Scientist
Phone: (916) 773-8100
Eric.Zeigler@stantec.com

Steven L. Beck, PE
Senior Principal, Water
Phone: (916) 773-8100
Steven.Beck@stantec.com

**RESOLUTION NO. 20-170**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES RELATING TO THE PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE UPDATE OF THE WASTE DISCHARGE PERMIT FOR THE CITY OF MADERA WASTEWATER TREATMENT PLANT**

**WHEREAS**, the City Council adopted Resolution No. 18-240 entering into an agreement with Stantec; and

**WHEREAS**, the existing agreement was to initiate the process of renewing the Wastewater Treatment Plant's Waste Discharge requirements permitting process; and

**WHEREAS**, after a more in-depth analysis and communication with the Central Valley Regional Water Quality Control Board, it has been determined that additional analysis is warranted to update the City of Madera's Wastewater Treatment Plant, Waste Discharge Permit; and

**WHEREAS,** Stantec has been identified as a firm having the necessary experience and qualifications to provide Professional Engineering Services; and

**WHEREAS,** the cost for the additional services is $157,000.

**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 approves the Amendment No. 1 to the Agreement with Stantec Consulting Services, Inc. for Professional Engineering Consulting Services for the Update of the Waste Discharge Permit for the City of Madera Wastewater Treatment Plant.
3. This resolution is effective immediately upon adoption.

* * * * * * * * * *

PASSED AND ADOPTED by the City Council of the City of Madera this 16th day of December 2020 by the following vote:

| | |
|---|---|
| AYES: | Mayor Garcia, Councilmembers Villegas, Gallegos, Rodriguez, Montes and Evans. |
| NOES: | None. |
| ABSTENTIONS: | None. |
| ABSENT: | The seat for District 5 is currently vacant. |

APPROVED:

SANTOS GARCIA, Mayor

ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

**FIRST AMENDMENT TO PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE UPDATE OF THE WASTE DISCHARGE PERMIT FOR THE CITY OF MADERA WASTEWATER TREATMENT PLANT AGREEMENT**

This First Amendment to the Agreement titled "Professional Engineering Consulting Services for the Update of the Waste Discharge Permit for the City of Madera Wastewater Treatment Plant" dated 19 December 2018, is made and entered into this 16th day of December, 2020 between the City of Madera, hereinafter called "City," and Stantec Consulting Services, Inc. hereinafter called "Consultant."

RECITALS

WHEREAS, on December 19, 2018, CITY and Consultant entered into an Agreement for the Update of the Waste Discharge Permit for the City Wastewater Treatment Plant ("Agreement"); and

WHEREAS, during the course of performance of the Agreement, the Parties have determined that additional work is required; and

WHEREAS, City and Consultant wish to amend the Agreement to add to the scope of services and timeframes in the original Agreement and to increase compensation for the additional work per this First Amendment to Agreement ("First Amendment").

**AGREEMENT**

Based on the foregoing recitals, the Parties hereto mutually agree as follows:

SECTION 1. Section 2 of the Agreement titled "Scope of Work" provides for the services to be provided under the Agreement. The Parties agree that the Agreement is amended to provide that additional services will be performed by Consultant. The additional services and timeframes for performance are set forth in Exhibit A to this First Amendment which is incorporated by reference and which is titled "Reference: Scope of Work for Madera WWTF Permit Assistance, Contract Amendment" and dated December 7, 2020.

Section 2 Section 4 of the Agreement titled "Compensation" provides the compensation to be paid for services under the Agreement. The Parties agree that the Agreement is amended to provide that the compensation to be paid for the additional services as provide in Section 1 above shall be $157,000 in accordance with the Project Budget and Task Summary Report in Exhibit A to this First Amendment.

SECTION 3. Except as amended by this First Amendment, all other terms and conditions of the Agreement remain in full force and effect.

SECTION 4. This First Amendment to Agreement shall be effective upon full execution by both Parties.

*Signatures on next page*

CITY OF MADERA
A municipal Corporation of
the State of California

By: _____
Santos Garcia, Mayor

Date: 01/07/21

ATTEST
By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM:
By: _____
Hilda Cantu Montoy, City Attorney

CONSULTANT
Steven L. Beck, PE
Principal-in-Charge
Stantec Consulting Services, Inc.

By: _____
Steven L. Beck

Date: 12/23/2020

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

Stantec

# PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

| | | | |
|---|---|---|---|
| Change Order # | Change Order No. 1 | Date | 14 December 2020 |
| "Stantec" | Stantec Consulting Services Inc. | | |
| | Stantec Project # 184031094 | | |
| | 3875 Atherton Road<br>Rocklin, CA 95765<br>Ph: (916) 773-8100<br>email: steven.beck@stantec.com | | |
| Client | City of Madera | | |
| | Client Project # | | |
| | 1030 South Gateway Dr<br>Madera, CA 93637<br>Ph: (559) 662-4961<br>email: hmolina@cityofmadera.com | | |

Project Name and Location: Update of the Waste Discharge Permit for the Madera WWTP

In accordance with the original Professional Services Agreement dated December 19, 2018 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

See attached scope of work, in Exhibit A.

| | | |
|---|---|---|
| Total fees this Change Order | | $ 157,000.00 |
| Original agreement amount | | $ 50,000.00 |
| Change Order Number | ___ | $ - |
| Change Order Number | ___ | $ - |
| Change Order Number | ___ | $ - |
| Change Order Number | ___ | $ - |
| **Total Agreement** | | **$ 207,000.00** |

Effect on Schedule: All work to be Complete by July 2023

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

**Stantec Consulting Services Inc.**

Steven L. Beck, PE, Sr. Principal
Print Name and Title

Signature

Date Signed: 12/14/2020

**City of Madera**

Santos Garcia, Mayor
Print Name and Title

Signature

Date Signed: 12/18/20

Stantec

**Stantec Consulting Services Inc.**
3875 Atherton Road, Rocklin CA 95765-3716

**DECEMBER 07, 2020**

File: 184031094

**Attention: Humberto Molina**
City of Madera
1030 S. Gateway Dr.
Madera, CA 93637

**Reference: Scope of Work for Madera WWTF Permit Assistance, Contract Amendment**

Mr. Molina,

Stantec is submitting this proposal for Change Order No. 1 for the Madera Wastewater Treatment Facility (WWTF) Waste Discharge Permit Project.

**Background**

On May 23, 2019, the City submitted the Report of Waste Discharge (RWD) to the Regional Water Quality Control Board (Regional Board) to officially begin the WWTF discharge permit renewal process. On August 19, 2019, the Regional Board responded to the RWD requesting additional information in order for the City to discharge flows above 7.0 MGD (treatment processes installed in 2006 were designed to treat flow rates up to 10 MGD). The Regional Board requested a description of the hydrogeologic conditions (groundwater information), an evaluation on impacts to groundwater (anti-degradation analysis), an updated water balance, and a WWTF treatment capacity assessment to receive a discharge permit for flow rates over 7 MGD.

Although the population growth in the last decade averaged only 0.8 percent in the City, planned future developments could result in a higher growth rate if some speculative projects move forward. Consequently, the WWTF is projected to potentially treat wastewater flow rates higher than 7-MGD within 20-years. To avoid limiting the new permitted disposal capacity (and development potential) to 7 MGD, the City responded to the Regional Board's request on September 18, 2019, with a proposed work plan schedule to meet the requested information.

Since seven of the eight existing groundwater monitoring wells have been dry since 2015, resulting in insufficient data to provide an appropriate anti-degradation evaluation, new monitoring wells need to be installed before any of the follow-up evaluation can take place. Below is a task breakdown of work needed to accomplish the proposed work plan schedule (dates are based on a notice to proceed December 20, 2020).

Reference: Scope of Work for WWTF Permit Assistance Change Order No. 1

**Task 1 – Support Services for Groundwater Monitoring Well Installation**

Task 1.1 Groundwater Monitoring Well Installation/Repair Workplan
This task includes evaluating the existing groundwater monitoring network, and where feasible, developing an appropriate strategy to either repair or reconstruct the network such that it provides groundwater elevation and quality data that are representative of both background/ambient and compliance (down gradient) sources. The intent of the monitoring network will be to provide data necessary to evaluate compliance with the WDRs and support a future Anti-degradation Analysis. Once completed, the workplan will be submitted to the Regional Board for Approval. The workplan will provide the design criteria for the monitoring wells such that bids from qualified drilling contractors can be obtained. Formal plans and specifications will not be prepared, as they are not required.

Our estimated time to complete the workplan is by March 2021.

Task 1.2 – Monitoring Well Bidding Assistance
Stantec will assist the City in soliciting and reviewing bids from three C57 licensed well drilling contractors, to drill and install or repair the groundwater monitoring network pursuant to the Regional Board approved workplan. Stantec will conduct one pre-bid meeting for perspective drilling contractors. Stantec will review the bids and provide a recommendation to the City for award. Stantec will also solicit bids for groundwater monitoring and analytical services from a qualified sampler/California licensed analytical laboratory and provide a recommendation for award to the City.

For the purpose of this proposal, we have assumed that the City will use its contract surveyor to survey the location and casing elevation of each monitoring well, as required by the Regional Water Quality Control Board.

Our estimated time to complete bidding is by May 2021.

Task 1.3 – Services During Well Construction
Stantec will provide field monitoring well construction services pursuant to the Regional Water Quality Control Board requirements for installing groundwater monitoring wells. These services will include the collection and logging of the subsurface lithology during drilling and monitoring the selected well drilling contractor during construction and development of the monitoring wells in order to assure they are installed pursuant to the Regional Board Approved workplan. The professional services fee associated with this project will depend on the number and depth of the wells being constructed.

Reference: Scope of Work for WWTF Permit Assistance Change Order No. 1

The fee included herein is based on installing five new wells to an approximate depth of 200 feet below ground surface using the direct mud rotary drilling method, assuming up to 3 days to drill, construct, and develop each monitoring well. If additional wells are necessary or if difficult drilling conditions are encountered, additional time may be necessary and will be billed at rate not to exceed $2,400 per day (which can be done, if previously authorized by the City, using the contingency task).

Our estimated time to complete construction is by November 2021

Task 1.4 – Monitoring Well Construction Report

Based on information gathered in Task 1.3, Stantec will prepare the Groundwater Monitoring Well Construction report for the newly constructed or repaired monitoring wells, pursuant to the Regional Water Quality Control Boards requirements. The report will summarize well drilling, construction, and development activities, provide detailed lithologic and well construction logs, as well as summarize the results of the City's monitoring well survey.

Our estimated time to complete the well construction report is by January 2022.

**Task 2 – Preparation of Quarterly Groundwater Monitoring Reports**

Stantec will prepare the quarterly groundwater monitoring reports for one year (Fourth Quarter 2020 through Third Quarter 2021). Each groundwater monitoring report will be prepared under the direction of a California Registered Geologist or Professional Engineer and contain the following: a summary of the groundwater monitoring results; a narrative of preparatory, monitoring, sampling, and analytical testing; calculation of groundwater elevation, assessment of groundwater contours, determination of gradient and flow direction, and comparison to previous events including any relevant discussion of trends; preparation of summary tables of water quality and elevation data; scaled map showing relevant facility features an monitoring locations; and copies of the laboratory analytical reports (sampling and lab analysis excluded from Stantec scope). Stantec will also prepare a groundwater monitoring database that will be used to track monitoring data for future statistical analysis.

Reference: Scope of Work for WWTF Permit Assistance Change Order No. 1

**Task 3 – Antidegradation Analysis**

Task 3.1 Statistical Analysis of Groundwater Monitoring Data
Stantec will provide a statistical analysis of groundwater monitoring data in order to evaluate facility compliance. Groundwater quality at compliance monitoring locations will be compared to both background/ambient groundwater quality as well as water quality goals for potable and agricultural use. In addition to groundwater elevation contours and gradient, available geochemical data collected from the groundwater monitoring wells and effluent will be used to further determine which wells are under the influence of wastewater disposal activities. This analysis will be prepared as a component of the facilities anti-degradation analysis. This statistical analysis will be based on a minimum of four quarterly groundwater monitoring events; however eight monitoring events are generally preferred. It is assumed that groundwater monitoring will begin immediately following well construction and during the fourth quarter of 2020.

Our estimated time to complete the well construction report is by March 2023

Task 3.2 Antidegradation Analysis Report
Using the above evaluation and below capacity assessment, Stantec will prepare an anti-degradation analysis that summarizes the potential impacts expanded flows (i.e. 20-year service area development at 2.5% growth) will have on the underlying groundwater for constituents of concern (salinity, nitrogen, and pathogens). Stantec will document the analysis in a report to be submitted to the Regional Board.

**Task 4 – WWTF Capacity Assessment**

Stantec will analyze historical average and peak monthly influent flow rates and use the results as a basis for projecting future design conditions associated with the 20-year service area development (assuming 2.5% growth rate within the City, to accommodate Village D and other minor developments). Stantec will review the existing WWTF influent flows and loads (BOD, nitrogen, and TSS) data and compare it to design criteria of the existing secondary treatment and solids handling processes (scope excludes modeling processes and relies on original design criteria from design documents). Stantec will project anticipated City growth rate, based on current trends, to approximate a date at which the City will likely reach capacity of the existing secondary and solids handing processes. The analysis will be summarized in a capacity assessment memorandum for submittal to the Regional Board.

Reference: Scope of Work for WWTF Permit Assistance Change Order No. 1

**Task 5 – Updated WWTF Water Balance**

Using the projected future design influent flow rates determined in Task 4, the engineering team will forecast the monthly design 100-year influent flows (establishing the design influent flow for the critical 100-year influent by month). Each month will be less than a 100-year influent flow "month", but the summation of the design monthly flows will represent the 100-year influent flow "year". Based on local and regional statistical climatic conditions, Stantec will determine the best apparent estimates of total precipitation and evaporation at the WWTF for the design 100-year water balance. Using available geotechnical data and soil maps (for percolation rates) and WWTF operational experience, Stantec will forecast the monthly effluent disposal potential in the existing percolation ponds under the 100-year conditions.

The above information will be used to prepare the 100-year water balance calculation for the WWTF. This task will also identify whether the WWTF disposal potential is limited in wet season storage volume. Stantec will prepare a technical memorandum describing the input values and results of the water balance, for submittal to the Regional Board.

**Task 6 – Contingency**

As-needed contingency hours are budgeted to address potential project tasks that may be required in the permit renewal. The hours budgeted under Contingency will only be utilized after receiving authorization from the City of Madera.

Reference: Scope of Work for WWTF Permit Assistance Change Order No. 1

**PROJECT BUDGET AND TASK SUMMARY REPORT**

The following table provides an estimate of budget needed to complete the permitting services for Change Order 1 tasks, identified above:

| Change Order 1 Description | Fee |
|---|---|
| Task 1, Support Services for Groundwater Monitoring Well Installation | |
| Task 1.1, Groundwater Monitoring Well Installation/Repair Workplan | $8,000 |
| Task 1.2, Monitoring Well Bidding Assistance | $6,000 |
| Task 1.3, Services During Well Construction | $36,000 |
| Task 1.4, Monitoring Well Construction Report | $10,000 |
| *TASK 1 SUBTOTAL* | *$60,000* |
| Task 2, Preparation of Quarterly Groundwater Monitoring Reports | $10,000 |
| Task 3, Antidegradation Analysis | |
| Task 3.1, Statistical Analysis of Groundwater Monitoring Data | $10,000 |
| Task 3.2, Antidegradation Analysis Report | $15,000 |
| *TASK 3 SUBTOTAL* | *$25,000* |
| Task 4, WWTF Capacity Assessment | $25,000 |
| Task 5, Updated WWTF Water Balance | $20,000 |
| Task 6, Continency* | $17,000 |
| **Change Order 1 Total Fee** | **$157,000** |

*Task 6 provides the City of Madera a prudent allowance for additional services that may be requested by client during the project. Stantec will not use this contingency without written authorization from the City.

Change Order 1 will be conducted on a time and materials basis, using Stantec's most current Fee Schedule, in an amount not to exceed $157,000. Task 6 is a contingency fund that will not be used without written authorization from the City of Madera. We propose amending our existing, December 2018, Professional Services Agreement with the City to include the tasks described in this proposal. Please do not hesitate to contact me with any questions you may have regarding this proposal.

Reference: Scope of Work for WWTF Permit Assistance Change Order No. 1

Regards,

**STANTEC CONSULTING SERVICES INC.**

Steven L. Beck, P.E.
Senior Principal
Phone: (916) 773-8100
Fax: (916) 773-8448
Steven. Beck@stantec.com

**STANTEC CONSULTING SERVICES INC.**

Beth Cohen, P.E.
Project Manager
Phone: (916) 773-8100
Fax: (916) 773-8448
Beth.Cohen@stantec.com

# REPORT TO CITY COUNCIL

**Approved by:**

Arnoldo Rodriguez for:

Keith Helmuth, City Engineer

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

**Council Meeting of:** September 17, 2025

**Agenda Number:** B-8

**SUBJECT:**

Streamlining Caltrans Improvements to the Avenue 17 and State Route 99 Interchange

**RECOMMENDATION:**

Adopt a Resolution authorizing Kimley Horn and Associates to act related to certain Caltrans improvements for Avenue 17 and State Route 99, and to approve a covenant to indemnify with NP Opco, LLC.

**SUMMARY:**

Improvements are being constructed by a developer within the Caltrans right of way for the Avenue 17 and State Route 99 interchange, including certain roundabout improvements. These improvements are under the supervision of Caltrans and its engineers. Regardless, Caltrans typically requires the City to sign off on any encroachment permitting activities for certain improvements that may be adjacent to City infrastructure. The City currently has limited staff resources, which can delay review and associated construction. However, Caltrans has authorized a request for the City to delegate said consideration to Kimely Horn and Associates, Inc. ("Kimely Horn"), who provides professional engineering services. To help address a shortage of City resources, the City Council is being requested to authorized the appointment of Kimely Horn. Additionally, out of an abundance of caution Staff is also recommending the City Council approve a Covenant to Indemnify with NP Opco, LLC, the developer representative, to help ensure the City will be made whole in the unlikely event Kimely Horn does not meet professional standards or the City is otherwise damaged.

**FINANCIAL IMPACT:**

Delegation will save costs associated with staff time reviewing encroachment items for this project where the improvements are located within Caltrans right of way, and will facilitate construction of the improvements.

**ALTERNATIVES:**

The City Council may choose not to delegate authority to Kimely Horn or enter into the Covenant to Indemnify with NP Opco, LLC.

**ATTACHMENTS:**

1. Resolution: Covenant to Indemnify (NP Opco, LLC)

**ATTACHMENT 1**

**RESOLUTION NO. 25-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING KIMLEY HORN AND ASSOCIATES TO ACT RELATED TO CERTAIN CALTRANS IMPROVEMENTS FOR AVENUE 17 AND STATE ROUTE 99 AND APPROVE A COVENANT TO INDEMNIFY WITH NP OPCO, LLC**

**WHEREAS**, Improvements are being constructed by a developer within the Caltrans right of way for the Avenue 17 and State Route 99 interchange, including certain roundabout improvements, which improvements are under the supervision of Caltrans and its engineers; and

**WHEREAS**, Caltrans typically requires the City to sign off on any encroachment permitting activities for certain improvements that may be adjacent to City infrastructure; and

**WHEREAS**, the City currently has limited staff resources, which can delay review and associated construction; an d

**WHEREAS**, Caltrans has authorized a request for the City to delegate said consideration to Kimley Horn and Associates, Inc. ("Kimley Horn"), who provides professional engineering services; and

**WHEREAS**, to help address a shortage of City resources, the City Council desires to authorize the appointment of Kimley Horn; and

**WHEREAS**, the City Council also desires to approve a Covenant to Indemnify with NP Opco, LLC, the developer representative, to help ensure the City will be made whole in the unlikely event Kimley Horn does not meet professional standards or the City is otherwise damaged.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA** resolves as follows:

1. The above recitals are true and correct.

2. Kimley Horn and associates is authorized to consent to certain encroachment permit items on behalf of the City for the Caltrans Avenue 17 and State Route 99 interchange project, and consistent with the City's letter with Caltrans regarding the same.

3. The City Council approves the Covenant to Indemnify attached as Exhibit A hereto, with NO Opco, LLC. The Mayor or City Manager is authorized to execute the same.

4. This Resolution is effective immediately upon adoption.

*******

Exhibit A: Covenant to Indemnify

# COVENANT TO INDEMNIFY

THIS COVENANT is made by and between the City of Madera, a Municipal Corporation, hereinafter referred to as "City," and NP Opco LLC, a Nevada limited liability company, hereinafter referred to as "Covenantor" without regard for number or gender, and is effective the date first appearing on the Clerk's Certification of signature.

Improvements are being constructed by a developer within the Caltrans right of way for the Avenue 17 and State Route 99 interchange, including certain roundabout improvements. Caltrans typically requires the City to sign off on any encroachment permitting activities for certain improvements that may be adjacent to City infrastructure. However, Caltrans has submitted a request for the City to delegate said consideration to Kimley-Horn and Associates, Inc. ("Kimley-Horn"), who provides professional engineering services. To help address a shortage of City resources, the City has authorized the appointment of Kimley-Horn. However, the City also desires certain assurances that if professional standards, etc., are not followed, that the City will be indemnified by the developer representative, Covenantor, who has requested the parties enter into this Agreement.

In consideration of the foregoing recitals, the value and adequacy of which are hereby acknowledged, Covenantors and City agree as follows:

1. To the furthest extent allowed by law, Covenantors agree to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, attorneys, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Covenantor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees, litigation and legal expenses incurred by City or held to be the liability of City, including plaintiff's or petitioner's attorney's fees if awarded, in connection with City's defense of its actions in any proceeding), arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) assignment of authority to Kimley-Horn by the City; (ii) this Agreement; iii) associated with the Caltrans letter; iv) or associated with the professional design services provided by Kimley-Horn on behalf of the City by benefit of the assignment. Covenantor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees or agents are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or authorized volunteers.

2. City shall notify Covenantors of its receipt of any demand, claim, action, proceeding, or litigation in which City is to be indemnified and held harmless by Covenantor. If City requests Covenantors defend City, City shall notify Covenantors in writing and shall cooperate fully in such defense. Covenantors shall then have the right to select the attorney or attorneys who will defend the City. However, the City shall have the right to approve the counsel selected by Covenantors, which approval shall not be unreasonably withheld. Covenantors agree to promptly and fully reimburse City for any and all City costs, including any attorney and staff time, to determine the suitability of the attorney or attorneys proposed by Covenantors. Covenantors further agree to be fully responsible for any and all costs and attorney's fees generated by said attorney(s) in the defense of City in any claim, demand, action, proceeding or litigation arising under this Covenant. Notwithstanding the foregoing, City shall have final approval of all briefs submitted on behalf of the City in any litigation related to the defense of this matter. Covenantors shall reimburse the City for City Attorney review time for each draft brief to be filed on behalf of the City. The hourly rate shall be the current rate approved by the City at the time of the review of each brief. Final approval by City is required for any settlement or other voluntary resolution in any proceeding wherein the City is named a party.

3. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Covenant, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Covenant, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

4. The waiver by either party of a breach by the other of any provision of this Covenant shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Covenant may be waived unless in writing and signed by all parties to this Covenant. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

5. The Parties to this Covenant acknowledge and agree that each of them has had a full and fair opportunity to carefully read and review the terms and provisions of this Covenant and consult with their own attorney concerning the meaning and effect of this Covenant. By executing this Covenant, each of the Parties hereto represents, acknowledges, and agrees that such Party carefully read and fully understands all the provisions of this Covenant, and that they are knowingly and voluntarily entering into this Covenant and signing it of their own free will.

6. Venue and Choice of Law: California law shall apply. Venue shall be proper in Madera County superior court. Venue for federal purposes shall be in the Eastern District of California, at the courthouse in Fresno.

7. This Covenant may be executed in counterparts, and copies of this Covenant shall be deemed originals.

**CITY OF MADERA**,
a Municipal Corporation

By: _____
Arnoldo Rodriguez, City Manager

Approved as to form:
ALESHIRE & WYNDER
City Attorney

By: _____
Shannon Chaffin, City Attorney

**NP OPCO LLC**,
a Nevada limited liability company

By: _____
Jeffrey T. Welch, Authorized Signatory

# REPORT TO CITY COUNCIL

**Approved by:**

Arnoldo Rodriguez, City Manager

**Council Meeting of:** September 17, 2025

**Agenda Number:** B-9

**SUBJECT:**

City Participation in the National Opioid Settlement Agreements with Secondary Manufacturers

**RECOMMENDATION:**

Adopt a Resolution:

1. Approving Settlement Agreements and Participation Forms for the City's participation in the New National Opioid Settlement Agreements with Alvogen, Inc., Amneal Pharmaceuticals Inc., Apotex Inc., Hikma Pharmaceuticals Usa, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals Inc., (collectively referred to as Secondary Manufacturers), and authorizing the City Manager to execute all necessary documents and carry out all required actions to ensure the City's participation, including transmittal of executed documents and participation in future related settlements, as applicable.

2. Approving the California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds relating to the New National Opioid Settlement Agreements with Secondary Manufacturers.

**BACKGROUND:**

During the last several years, there have been multiple settlement agreements with pharmaceuticals companies. These settlements resulted from litigation brought by various states, cities, and counties regarding the distribution and manufacture of opioids and their impact on the national opioid epidemic. Although the City was not a direct party to the litigation, its participation ensured eligibility for settlement funds. The City has participated in the following:

- In 2021, the City entered into settlement agreements with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (Distributor Group), as well as

Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (Manufacturer Group), collectively referred to as the 2021 Settling Defendants.

- In 2023, Council approved the City's participation in additional National Opioid Settlement Agreements with Teva, Allergan, CVS, Walgreens, and Walmart (2023 Settling Defendants).

- The City also approved participation in separate settlements with McKinsey & Company (settled with states beginning in February 2021), as well as with Mallinckrodt and Endo, whose settlement funds are distributed through national bankruptcy trusts rather than the standard "opt-in" settlement process.

- In 2024, the City entered into an agreement with Kroger Co., further expanding its access to opioid settlement proceeds.

Collectively, these agreements provide critical funding that must be directed toward abatement efforts to address the local effects of the opioid crisis.

Most recently, in July 2025, Attorney General Rob Bonta announced proposed nationwide settlements with the Secondary Manufacturers totaling up to $720 million. California's share is expected to be up to $70 million in abatement funding. The settling companies comprising Secondary Manufacturers and settlement amounts are:

- Mylan (now part of Viatris): $284.4 million
- Hikma: $95.8 million
- Amneal: $71.8 million
- Apotex: $63.7 million
- Indivior: $38.0 million
- Sun: $31.0 million
- Alvogen: $18.7 million
- Zydus: $14.9 million

As with earlier opioid-related settlements, local government participation is required to maximize the total amount directed to California communities. The Secondary Manufacturers Agreement requires a critical mass of participation, provides a broad release of the Settling Defendant from opioid-related liability, and authorizes direct or indirect payment of settlement funds to participating local agencies. Additional information about these settlements can be found at the following website: www.nationalopioidsettlement.com.

**DISCUSSION**:

With respect to the settlement funds, the Secondary Manufacturers Settlement Agreements could provide up to approximately $70 million to California. This amount assumes maximum

participation. Similar to the 2021 and 2023 Settlement Agreements, the more local agencies that participate, the more funds will be available to California. Also, like previous opioid Settlement Agreements, the use of the funds is restricted to opioid remediation and abatement programs. By default, these funds are allocated to the County, but the City can elect to receive a direct distribution; and use of the funds requires strict accounting requirements. These requirements only apply to the City if it elects to receive direct distribution and does not apply to the City if the funds go to the County. In terms of enforcement, the State enforces the expenditure requirements.

Approval of Recommendation 1 would authorize the City to participate in the National Opioid Settlements with Secondary Manufacturers on the terms and conditions of those settlement agreements and, further, allow the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements Purdue including signing necessary documents and transmittal thereof as necessary. Council approval and authorization to execution, submission, and receipt of all required documents must be completed before October 8, 2025.

Approval of Recommendation 2 would approve the California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds relating to the New National Opioid Settlement Agreements with Secondary Manufacturers.

**FINANCIAL IMPACT:**

The City's share of the settlement is unclear at this time, as allocations depend on the level of participation by local agencies. Settlement funds will be distributed over a period of 5 to 15 years, depending on the specific agreement. To date, the City has received $375,187.95 in opioid-related settlement funds and has expended $70,000. The anticipated budget for Fiscal Year 2025/26 is $261,465. All funds received to date have been allocated to Police Officer salaries, with specific focus on opioid overdose prevention efforts. Table 1 below summarizes the defendants with whom the City has entered into settlement agreements and the corresponding allocations received from 2022 to the present.

| **Table 1:** *Opioid settlement payment summary (1)* | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Date | Amount | Distributors (2) | Janssen (2) | Mallinckrodt (3) | Teva (4) | CVS (4) | Allergan (4) | Walgreens (4) | Walmart (4) | Mckinsey (5) | Endo (3) | Kroger (6) |
| 11/22/22 | 21,285 | 21,285 | | | | | | | | | | |
| 1/6/23 | 22,370 | | 22,370 | | | | | | | | | |
| 3/3/23 | 3,491 | | | 3,491 | | | | | | | | |
| 3/8/23 | 25,257 | | 25,257 | | | | | | | | | |
| 7/28/23 | 13,301 | | 13,301 | | | | | | | | | |
| 8/7/23 | 18,851 | 18,851 | | | | | | | | | | |
| 1/18/24 | 4,107 | | | 4,107 | | | | | | | | |
| 5/16/24 | 10,590 | 10,590 | | | | | | | | | | |
| 7/23/24 | 20,841 | | 20,841 | | | | | | | | | |
| 8/28/24 | 23,843 | 23,843 | | | | | | | | | | |
| 8/28/24 | 7,228 | | | | 7,228 | | | | | | | |
| 8/28/24 | 7,008 | | | | 7,008 | | | | | | | |
| 8/28/24 | 9,095 | | | | | 9,095 | | | | | | |
| 8/28/24 | 7,130 | | | | | 7,130 | | | | | | |
| 8/28/24 | 7,957 | | | | | | 7,957 | | | | | |
| 8/28/24 | 7,695 | | | | | | 7,695 | | | | | |
| 8/28/24 | 10,671 | | | | | | | 10,671 | | | | |
| 8/28/24 | 7,044 | | | | | | | 7,044 | | | | |
| 8/28/24 | 66,982 | | | | | | | | 66,982 | | | |
| 9/27/24 | 5,744 | | | | | | | | | 5,744 | | |
| 10/21/24 | 7,188 | | | | | | | | | | 7,188 | |
| 4/22/25 | 7,044 | | | | | | | 7,044 | | | | |
| 7/24/25 | 3,008 | | | | | | | | | | | 3,008 |
| 7/24/25 | 2,861 | | | | | | | | | | | 2,861 |
| 7/24/25 | 23,060 | | 23,060 | | | | | | | | | |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 8/15/25 | 23,843 | 23,843 | | | | | | | | | | |
| 8/21/25 | 7,695 | | | | | | 7,695 | | | | | |
| **Total** | **375,188** | **98,411** | **104,828** | **7,598** | **14,236** | **16,226** | **23,348** | **24,758** | **66,982** | **5,744** | **7,188** | **5,869** |
| 1. All figures are in US $ and rounded to nearest dollar. Figures may not equal due to rounding. | | | | | | | | | | | | |
| 2. In 2021, the City entered into settlement agreements with the Distributors and Manufacturers (collectively referred to as the “2021 Settling Defendants”). | | | | | | | | | | | | |
| 3. Mallinckrodt and Endo settlement funds flow through national bankruptcy trusts and do not follow the same “opt-in” process as the national settlements. | | | | | | | | | | | | |
| 4. In 2023, the City entered into settlement agreements with Teva, Allergan, Walmart, Walgreens, and CVS (the “2023 Settling Defendants”). | | | | | | | | | | | | |
| 5. McKinsey & Company is separate from the “national settlement” buckets; states settled in February 2021, with additional federal and other agreements following. | | | | | | | | | | | | |
| 6. In 2024, the City entered into a settlement agreement with Kroger Co. | | | | | | | | | | | | |

**ALTERNATIVES:**

1. Approve participation with modifications.
2. Decline participation, forfeiting potential local funding to the State of California.
3. Elect to defer the City's allocation to Madera County.

**ATTACHMENTS:**

1. Resolution
2. Secondary Manufacturers Combined Subdivision Participation and Release Form and Proposed State Subdivision Agreements Regarding Distribution and Use of Settlement Funds with Secondary Manufacturers. These documents can be accessed at https://nationalopioidsettlement.com/additional-settlements/.

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING SETTLEMENT AGREEMENT(S) WITH SECONDARY MANUFACTURERS AND ENTRY INTO PARTICIPATION AND ALLOCATION AGREEMENTS WITH THE STATE OF CALIFORNIA FOR THE SAME**

**WHEREAS**, the Madera City Council recognizes the harms caused to its residents by the opioid epidemic, the need to hold responsible those entities that created said harm, and the need to fund various programs to mitigate the harm caused; and

**WHEREAS**, in 2023 and 2024, the Madera City Council approved and authorized the settlements with and released claims against Defendants Teva, Allergan, Walmart, Walgreens, CVS, Kroger Co., and their respective affiliates, in exchange for the consideration set forth in the Settlement Agreements and according to the terms set forth in the State of California; and

**WHEREAS**, in 2025 proposed nationwide settlements (the "Secondary Manufacturers Settlements") have been reached with the following eight opioids manufacturers: Alvogen, Inc., Amneal Pharmaceuticals Inc., Apotex Corp., Hikma Pharmaceuticals UUSA Inc. Indivior Inc. Mylan, Sun Pharmaceutical Industries Inc., and Zydus Pharmaceuticals USA) Inc.; and

**WHEREAS** the Secondary Manufacturers Settlements carry a maximum total potential settlement amount of approximately $720,000,000.00, of which, the State of California can expect to receive a maximum potential total amount of approximately $70,000,000; and

**WHEREAS,** the total amount owed under the Secondary Manufacturers Settlements is now dependent on a number of factors, including the total number of subdivisions signing the Secondary Manufacturers Combined Subdivision Participation and Release Form to join in the Secondary Manufacturers Settlements; and

**WHEREAS,** all funds received from the Secondary Manufacturers Settlements will follow the relevant National Opioid Settlement Agreements, National Mallinckrodt Bankruptcy Plan, and Endo Public Opioid Trust Agreement; and

**WHEREAS**, California local governments in the National Prescription Opiate Litigation have engaged in extensive discussions with the State Attorney General's Office ("AGO") as to how the California Opioid Funds will be allocated, which has resulted in the Proposed California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds ("Allocation Agreements") from the settlements with the Secondary Manufacturers; and,

**WHEREAS**, the Allocation Agreements allocate the California Opioid Funds as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlements shall be combined pursuant to the Allocation Agreements, and 15% of total from each settlement shall be allocated to the State of California (the "State of California Allocation"), 70% to the California

Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund"); and,

**WHEREAS**, the funds in the CA Abatement Accounts Fund (the 70% allocation) will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation, as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision (those above 10,000 in population). The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in the Allocation Agreements provided to the City Council with this Resolution. The City's share of the CA Abatement Accounts Fund will be a product of the total in the CA Abatement Accounts Fund multiplied by the City's percentage set forth in Appendix 1 of the Allocation Agreements (the "Local Allocation"); and,

**WHEREAS**, a CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, unless the city elects to take a direct election of the settlement funds, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date; and,

**WHEREAS**, the City is eligible to participate in the Settlement and become a CA Participating Subdivision; and,

**WHEREAS**, it the intent of this Resolution is to authorize the City to enter into the New Opioid Settlement Agreements with Secondary Manufacturers by executing the associated Participation Agreements and to enter into the Allocation Agreements by executing the signature pages to those agreement by October 8, 2025.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madera as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Approval and Authorization. The City Manager is hereby approved and authorized to settle and release the City's claims against the Secondary Manufacturers in exchange for the consideration set forth in the Settlement Agreements, Participation Agreements, Allocation Agreements, and all exhibits thereto.

Section 3. Further Acts. The City Manager is hereby authorized to carry out all necessary acts such that the City can participate in the New Opioid Settlement Agreements, including, without limitation, execution (as necessary) of the Participation Agreements, Settlement Agreements, Allocation Agreements; and all related documents and the transmittal of thereof as necessary and appropriate.

Section 4. Ratification. All actions heretofore taken by the City Council and other appropriate public officers and agents of the City with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Section 5. It is anticipated that there will be further National Opioid settlements in the future. The City Council further authorizes, and delegates authority to, the City Manager to carry out all necessary acts to participate in, and effectuate, the National Opioid Settlements, including, but not limited to, execution of all future settlements and related documents subject to approval as to legal form from the City Attorney.

Section 6. Effective Date. This Resolution shall immediately take effect upon passage.

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# REPORT TO CITY COUNCIL

**Approved by:**

Arnoldo Rodriguez, City Manager

**Council Meeting of:** September 17, 2025

**Agenda Number:** B-10

**SUBJECT:**

City Participation in the National Opioid Settlement Agreements with Purdue and Sackler Family

**RECOMMENDATION:**

Adopt a Resolution:

1. Approving Settlement Agreements and Participation Forms for the City's participation in the New National Opioid Settlement Agreements with Purdue Pharma LLC., and the Sackler Family and their affiliates (Purdue) and authorizing the City Manager to execute all necessary documents and carry out all required actions to ensure the City's participation, including transmittal of executed documents and participation in future related settlements, as applicable.

2. Approving the California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds relating to the New National Opioid Settlement Agreements with Purdue and the Sackler Family.

**BACKGROUND:**

During the last several years, there have been multiple settlement agreements with pharmaceuticals companies. These settlements resulted from litigation brought by various states, cities, and counties regarding the distribution and manufacture of opioids and their impact on the national opioid epidemic. Although the City was not a direct party to the litigation, its participation ensured eligibility for settlement funds. The City has participated in the following:

- In 2021, the City entered into settlement agreements with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (Distributor Group), as well as Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (Manufacturer Group), collectively referred to as the 2021 Settling Defendants.

- In 2023, Council approved the City's participation in additional National Opioid Settlement Agreements with Teva, Allergan, CVS, Walgreens, and Walmart (2023 Settling Defendants).

- The City also approved participation in separate settlements with McKinsey & Company (settled with states beginning in February 2021), as well as with Mallinckrodt and Endo, whose settlement funds are distributed through national bankruptcy trusts rather than the standard "opt-in" settlement process.

- In 2024, the City entered into an agreement with Kroger Co., further expanding its access to opioid settlement proceeds.

Collectively, these agreements provide critical funding that must be directed toward abatement efforts to address the local effects of the opioid crisis.

Most recently, in June 2025, Attorney General Rob Bonta announced proposed nationwide settlements with Purdue Pharma and the Sackler family totaling up to $7.4 billion across all eligible jurisdictions, with California's share expected to reach up to $440 million in abatement funding over the next 15 years. As with prior settlements, participation by a critical mass of local governments is required to maximize the funds available to California communities. The Purdue and Sackler Settlement Agreement provides a broad release of opioid-related liability for the defendants and establishes mechanisms for direct or indirect distribution of settlement funds to participating local agencies. Additional information about these settlements is available at www.nationalopioidsettlement.com.

**DISCUSSION**:

With respect to the settlement funds, the Purdue Settlement Agreement could provide up to approximately $440 million to California. This amount assumes maximum participation. Similar to prior settlement agreements, the more local agencies that participate, the more funds will be available to California. Also, like previous opioid Settlement Agreements, the use of the funds is restricted to opioid remediation and abatement programs. By default, these funds are allocated to the County, but the City can elect to receive a direct distribution; and use of the funds requires strict accounting requirements. These requirements only apply to the City if it elects to receive direct distribution and does not apply to the City if the funds go to the County. In terms of enforcement, the State enforces the expenditure requirements.

Approval of Recommendation 1 would authorize the City to participate in the National Opioid Settlements with Purdue on the terms and conditions of those settlement agreements and, further, allow the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements Purdue including signing necessary documents and transmittal thereof as necessary. Council approval and authorization to execution, submission, and receipt of all required documents must be completed before September 30, 2025.

Approval of Recommendation 2 would approve the California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds relating to the New National Opioid Settlement Agreements with Purdue and the Sackler Family.

**FINANCIAL IMPACT:**

The City's share of the settlement is unclear at this time, as allocations depend on the level of participation by local agencies. Settlement funds will be distributed over a period of 5 to 15 years, depending on the specific agreement. To date, the City has received $375,187.95 in opioid-related settlement funds and has expended $70,000. The anticipated budget for Fiscal Year 2025/26 is $261,465. All funds received to date have been allocated to Police Officer salaries, with specific focus on opioid overdose prevention efforts. Table 1 below summarizes the defendants with whom the City has entered into settlement agreements and the corresponding allocations received from 2022 to the present.

| **Table 1:** *Opioid settlement payment summary (1)* | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Date | Amount | Distributors (2) | Janssen (2) | Mallinckrodt (3) | Teva (4) | CVS (4) | Allergan (4) | Walgreens (4) | Walmart (4) | Mckinsey (5) | Endo (3) | Kroger (6) |
| 11/22/22 | 21,285 | 21,285 | | | | | | | | | | |
| 1/6/23 | 22,370 | | 22,370 | | | | | | | | | |
| 3/3/23 | 3,491 | | | 3,491 | | | | | | | | |
| 3/8/23 | 25,257 | | 25,257 | | | | | | | | | |
| 7/28/23 | 13,301 | | 13,301 | | | | | | | | | |
| 8/7/23 | 18,851 | 18,851 | | | | | | | | | | |
| 1/18/24 | 4,107 | | | 4,107 | | | | | | | | |
| 5/16/24 | 10,590 | 10,590 | | | | | | | | | | |
| 7/23/24 | 20,841 | | 20,841 | | | | | | | | | |
| 8/28/24 | 23,843 | 23,843 | | | | | | | | | | |
| 8/28/24 | 7,228 | | | | 7,228 | | | | | | | |
| 8/28/24 | 7,008 | | | | 7,008 | | | | | | | |
| 8/28/24 | 9,095 | | | | | 9,095 | | | | | | |
| 8/28/24 | 7,130 | | | | | 7,130 | | | | | | |
| 8/28/24 | 7,957 | | | | | | 7,957 | | | | | |
| 8/28/24 | 7,695 | | | | | | 7,695 | | | | | |
| 8/28/24 | 10,671 | | | | | | | 10,671 | | | | |
| 8/28/24 | 7,044 | | | | | | | 7,044 | | | | |
| 8/28/24 | 66,982 | | | | | | | | 66,982 | | | |
| 9/27/24 | 5,744 | | | | | | | | | 5,744 | | |
| 10/21/24 | 7,188 | | | | | | | | | | 7,188 | |
| 4/22/25 | 7,044 | | | | | | | 7,044 | | | | |
| 7/24/25 | 3,008 | | | | | | | | | | | 3,008 |
| 7/24/25 | 2,861 | | | | | | | | | | | 2,861 |
| 7/24/25 | 23,060 | | 23,060 | | | | | | | | | |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 8/15/25 | 23,843 | 23,843 | | | | | | | | | | |
| 8/21/25 | 7,695 | | | | | | 7,695 | | | | | |
| **Total** | **375,188** | **98,411** | **104,828** | **7,598** | **14,236** | **16,226** | **23,348** | **24,758** | **66,982** | **5,744** | **7,188** | **5,869** |
| 1. All figures are in US $ and rounded to nearest dollar. Figures may not equal due to rounding. | | | | | | | | | | | | |
| 2. In 2021, the City entered into settlement agreements with the Distributors and Manufacturers (collectively referred to as the “2021 Settling Defendants”). | | | | | | | | | | | | |
| 3. Mallinckrodt and Endo settlement funds flow through national bankruptcy trusts and do not follow the same “opt-in” process as the national settlements. | | | | | | | | | | | | |
| 4. In 2023, the City entered into settlement agreements with Teva, Allergan, Walmart, Walgreens, and CVS (the “2023 Settling Defendants”). | | | | | | | | | | | | |
| 5. McKinsey & Company is separate from the “national settlement” buckets; states settled in February 2021, with additional federal and other agreements following. | | | | | | | | | | | | |
| 6. In 2024, the City entered into a settlement agreement with Kroger Co. | | | | | | | | | | | | |

**ALTERNATIVES:**

1. Approve participation with modifications.
2. Decline participation, forfeiting potential local funding to the State of California.
3. Elect to defer the City's allocation to Madera County.

**ATTACHMENTS:**

1. Resolution
2. Subdivision Participation and Release Form and Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds Purdue/Sackler Settlement can be accessed at https://nationalopioidsettlement.com/purdue-sacklers-settlements/.

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING SETTLEMENT AGREEMENT(S) WITH PURDUE PHARMA, LLC., AND THE SACKLER FAMILY AND ENTRY INTO PARTICIPATION AND ALLOCATION AGREEMENTS WITH THE STATE OF CALIFORNIA FOR THE SAME**

**WHEREAS**, the Madera City Council recognizes the harms caused to its residents by the opioid epidemic, the need to hold responsible those entities that created said harm, and the need to fund various programs to mitigate the harm caused; and

**WHEREAS**, in 2021, 2023 and 2024, the Madera City Council approved and authorized the settlements with and released claims against Defendants Distributors, Jansson, Mallinckrodt, Teva, Allergan, Walmart, Walgreens, CVS, Kroger Co., and their respective affiliates, in exchange for the consideration set forth in the Settlement Agreements and according to the terms set forth in the State of California; and

**WHEREAS**, in 2025 proposed nationwide settlements (the "Purdue and Sackler Settlements") have been reached with Purdue Pharma LLC., and the Sackler Family; and

**WHEREAS** the Purdue and Sackler Settlements carry a maximum total potential settlement amount of approximately $1.4 billion, of which, the State of California can expect to receive a maximum potential total amount of approximately $440,000; and

**WHEREAS,** the total amount owed under the Purdue and Sackler Settlements is now dependent on a number of factors, including the total number of subdivisions signing the Purdue and Sackler Combined Subdivision Participation and Release Form to join in the Purdue and Sackler Settlements; and

**WHEREAS,** all funds received from the Purdue and Sackler Settlements will follow the relevant National Opioid Settlement Agreements; and

**WHEREAS**, California local governments in the National Prescription Opiate Litigation have engaged in extensive discussions with the State Attorney General's Office ("AGO") as to how the California Opioid Funds will be allocated, which has resulted in the Proposed California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds ("Allocation Agreements") from the settlements with the Purdue and Sackler; and,

**WHEREAS**, the Allocation Agreements allocate the California Opioid Funds as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlements shall be combined pursuant to the Allocation Agreements, and 15% of total from each settlement shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California

Subdivision Fund ("CA Subdivision Fund"); and,

**WHEREAS**, the funds in the CA Abatement Accounts Fund (the 70% allocation) will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation, as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision (those above 10,000 in population). The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in the Allocation Agreements provided to the City Council with this Resolution. The City's share of the CA Abatement Accounts Fund will be a product of the total in the CA Abatement Accounts Fund multiplied by the City's percentage set forth in Appendix 1 of the Allocation Agreements (the "Local Allocation"); and,

**WHEREAS**, a CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, unless the city elects to take a direct election of the settlement funds, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date; and,

**WHEREAS**, the City is eligible to participate in the Settlement and become a CA Participating Subdivision; and,

**WHEREAS**, it the intent of this Resolution is to authorize the City to enter into the New Opioid Settlement Agreements with Purdue and Sackler by executing the associated Participation Agreements and to enter into the Allocation Agreements by executing the signature pages to those agreement by September 30, 2025.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madera as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Approval and Authorization. The City Manager is hereby approved and authorized to settle and release the City's claims against the Purdue and Sackler in exchange for the consideration set forth in the Settlement Agreements, Participation Agreements, Allocation Agreements, and all exhibits thereto.

Section 3. Further Acts. The City Manager is hereby authorized to carry out all necessary acts such that the City can participate in the New Opioid Settlement Agreements, including, without limitation, execution (as necessary) of the Participation Agreements, Settlement Agreements, Allocation Agreements; and all related documents and the transmittal of thereof as necessary and appropriate.

Section 4. Ratification. All actions heretofore taken by the City Council and other

appropriate public officers and agents of the City with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Section 5. It is anticipated that there will be further National Opioid settlements in the future. The City Council further authorizes, and delegates authority to, the City Manager to carry out all necessary acts to participate in, and effectuate, the National Opioid Settlements, including, but not limited to, execution of all future settlements and related documents subject to approval as to legal form from the City Attorney.

Section 6. Effective Date. This Resolution shall immediately take effect upon passage.

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# REPORT TO CITY COUNCIL

**Approved by:**

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

**Council Meeting of:** September 17, 2025

**Agenda Number:** B-11

**SUBJECT:**

Community Development Block Grant (CDBG) Program Year 2025/26 Subrecipient Agreements

**RECOMMENDATION:**

Adopt Resolutions Approving the Program Year 2025/26 CDBG Subrecipient Agreement for Services for:

1. $177,958.20 with City of Madera Program Year 2025/26 CDBG Administration
2. $20,000 with Community Action Partnership of Madera County
3. $15,000 with Madera Coalition for Community Justice
4. $15,000 with Project Run Madera
5. $15,000 with O.L.I.V.E. Charitable Organization
6. $45,000 with Community Action Partnership of Madera County
7. $18,446.20 with Madera County Workforce
8. $40,022.45 with City of Madera Parks Department (Senior Program)
9. $230,047 with City of Madera Public Works Department (Sidewalk replacement program)
10. $413,317.15 with City of Madera Parks Department (Centennial Pool Complex)
11. $10,000 with City of Madera Parks Department (Taubert Park)

**SUMMARY:**

The U.S. Department of Housing and Urban Development (HUD) announced the Program Year (PY) 2025/26 CDBG funding allocations on May 14, 2025. The City's eligible allocation for the PY 2025/26 Annual Action Plan (AAP) is $989,791. Council approved the Annual Action Plan allocations on August 13, 2025. The proposed contracts for funding consists of the PY 2025/26 CDBG allocation and some unexpended funds from the PY 2024/25. The City's Citizen Participation Process (CPP) requires a 30-day public comment period. The public comment period opened on July 12, 2025, and expired on August 12, 2025. No public comments were received.

Staff is recommending adopting resolutions for subrecipient agreements to implement the projects outlined in the PY 2025/26 AAP.

**DISCUSSION:**

The City is a CDBG entitlement jurisdiction that receives an annual funding allocation. Each year, the City is eligible to apply for and receive the funds through the development and submittal of a CDBG Annual Action Plan. Activities proposed in the CDBG Annual Action Plan must meet, at a minimum, one of the following objectives:

1. Benefit to low- and moderate-income (LMI) persons; or
2. Aid in the prevention or elimination of slums or blight; or
3. Meet a need having a particular urgency (referred to as urgent need).

In addition to the national objectives, HUD requires the identification of primary and secondary-tier local funding priorities. The Consolidated Plan for the Plan Years 2025 through 2029 embodies and reflects six overall goals, which relate to major commitments and priorities of HUD, including:

- Low- to moderate-income citizens will have access to safe, decent, and affordable housing
- Improve the quality and access to programs and facilities for health and safety, information, transportation, and recreation services
- Enhance the economic well-being of all citizens through education and training, employment opportunities, and business development
- Enhance the quality and use to the physical infrastructure of Madera
- Prevent and reduce homelessness
- Administration

***ELIGIBLE USES OF FUNDS***

HUD mandates allocating funds across three distinct categories, each subject to a specified maximum amount, as part of its expenditure requirements. The funding category allocation amounts must be based on the current year's award. The City is eligible to receive $989,791 for the PY 2025/26.

The funding allocations are provided in Table 1.

| **Table 1:** *Eligible funding categories and maximum funding* | | |
|---|---|---|
| Funding Categories | Maximum % per category | Maximum $ per category[1] |
| Administration | 20% | $197,958 |
| Public Service | 15% | $148,469 |
| Capital Projects/Public Improvements | No max. | $643,364 |
| **Total** | **100%** | **$989,791** |
| [1]All figures rounded to nearest dollar | | |

***Summary of Subrecipient Grant Applications and Council Allocations***

The City released a Request for Funding Proposal (RFP) on November 11, 2024, inviting eligible and interested entities to submit applications for the CDBG 2025/26 funding cycle. Eleven applications were received.

**Administration Applications**

Table 2 shows Council allocations for Administration. The eligible allocation is $197,958.20.

| **Table 2:** *City Council - Administration Allocations* | | |
|---|---|---|
| Applicant | BGC Recommended Allocations | City Council 08/13/25 Allocations |
| City of Madera – Grants Division Administration<br>*Administration to Oversee CDBG Program* | $177,958.20 | $177,958.20 |
| CAPMC – Fresno Madera Continuum of Care<br>*Point-in-Time Count Administration* | $20,000 | $20,000 |
| **Total** | **$197,958.20** | **$197,958.20** |

**Public Service Applications**

The eligible allocation is $148,468.65. Table 3 shows Council allocations for Public Services.

| **Table 3:** *City Council - Public Service Allocations* | | |
|---|---|---|
| Applicant | BGC Recommended Allocations | City Council 08/13/25 Allocations |
| Madera Coalition for Community Justice<br>*Madera Microenterprise Education* | $10,000 | $15,000 |
| Pequeños Empresarios<br>*Child Entrepreneurship Education* | $0 | $0 |

| | | |
|---|---|---|
| Project Run Madera<br>*Project Run Madera* | $10,000 | $15,000 |
| O.L.I.V.E. Charitable Organization<br>*The Bennet House* | $15,000 | $15,000 |
| Community Action Partnership<br>*Housing Stabilization* | $50,000 | $45,000 |
| Madera County Workforce<br>*In-Home Child Care* | $23,446.20 | $18,446.20 |
| City Parks Department<br>*Madera Seniors Nutrition & Recreational Program* | $40,022.45 | $40,022.45 |
| **Total** | **$148,468.65** | **$148,468.65** |

**Capital Projects/Public Improvements**

There were two applications in the CDBG Capital Projects/Public Improvements category. The total available allocation is $643,364.15. Table 4 shows the Capital Projects/Public Improvements applicants and the Council funding allocation.

**Table 4:** *City Council - Capital Projects/Public Improvements Allocations*

| Applicant | BGC Recommended Allocations | City Council 08/13/25 Allocations |
|---|---|---|
| City Public Works Department<br>*Sidewalk and ADA Corner Ramp (2025)* | $230,047 | $230,047 |
| City Parks Department<br>*Centennial Park Pool Complex Improvements* | $413,317.15 | $413,317.15 |
| **Total** | **$643,364.15** | **$643,364.15** |

**Unexpended Funds**

There was one funded public services project for the PY 2024/25, Pequenos Empresarios, that unable to deliver the program goals and objectives. Pequenos Empresarios was funded in the amount of $10,000. Table 5 below has the reallocation of funds and the Council funding allocation.

**Table 5:** *Program Year 2025/26 Reallocation of Funds*

| Original Funded Project | Amount to Reallocate | Reallocation Project | City Council 08/13/2025 Allocation |
|---|---|---|---|
| *Pequenos Empresarios, Program Year 2024* | $10,000 | City Parks Department - *Jim Taubert Park* | $10,000 |
| | | **Total** | **$10,000** |

**FINANCIAL IMPACT:**

Approving these agreements will not impact the General Fund. The City will administer the grant with available PY 2025/26 CDBG administration funds and current City staff. Appropriations for these agreements were included in the Fiscal Year 2025/26 Adopted Budget, which was approved by Council on June 25, 2025.

**ALTERNATIVES:**

As an alternative, Council may:

1. Deny approval of the Agreements.
2. Direct staff to enter into alternate Agreements.

**ATTACHMENTS:**

1. Resolution
   Exhibit 1- City of Madera Agreement
   - Exhibit A – Scope of Work
   - Exhibit B – Budget
   - Exhibit C – CDBG Certifications
2. Resolution
   Exhibit 1- Community Action Partnership of Madera County Agreement
   - Exhibit A – Scope of Work
   - Exhibit B – Budget
   - Exhibit C – CDBG Certifications
3. Resolution
   Exhibit 1- Madera Coalition for Community Justice Agreement
   - Exhibit A – Scope of Work
   - Exhibit B – Budget
   - Exhibit C – CDBG Certifications
4. Resolution
   Exhibit 1- Project Run Madera Agreement
   - Exhibit A – Scope of Work
   - Exhibit B – Budget
   - Exhibit C – CDBG Certifications
5. Resolution
   Exhibit 1- O.L.I.V.E. Charitable Organization Agreement
   - Exhibit A – Scope of Work
   - Exhibit B – Budget
   - Exhibit C – CDBG Certifications
6. Resolution
   Exhibit 1- Community Action Partnership of Madera County Agreement
   - Exhibit A – Scope of Work
   - Exhibit B – Budget
   - Exhibit C – CDBG Certifications

7. Resolution
    Exhibit 1- Madera County Workforce Agreement
        - Exhibit A – Scope of Work
        - Exhibit B – Budget
        - Exhibit C – CDBG Certifications
8. Resolution
    Exhibit 1- City of Madera, Parks Department Agreement
        - Exhibit A – Scope of Work
        - Exhibit B – Budget
        - Exhibit C – CDBG Certifications
9. Resolution
    Exhibit 1- City of Madera, Public Works Department Agreement
        - Exhibit A – Scope of Work
        - Exhibit B – Budget
        - Exhibit C – CDBG Certifications
10. Resolution
    Exhibit 1- City of Madera, Parks Department Agreement
        - Exhibit A – Scope of Work
        - Exhibit B – Budget
        - Exhibit C – CDBG Certifications
11. Resolution
    Exhibit 1- City of Madera, Parks Department Agreement
        - Exhibit A – Scope of Work
        - Exhibit B – Budget
        - Exhibit C – CDBG Certifications

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PROGRAM YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($177,958) WITH CITY OF MADERA, DEPARTMENT OF FINANCE**

**WHEREAS**, the City Council has considered approval of the 2025/26 Community Development Block Grant Subrecipient Agreement with the City of Madera Department of Finance in the amount of $177,958 ("Agreement"); and

**WHEREAS**, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

**NOW, THEREFORE**, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the City of Madera Finance Department.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera Program Year 2025/26 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

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**COMMUNITY DEVELOPMENT BLOCK GRANT**
**SUBRECIPIENT AGREEMENT**
**BETWEEN THE CITY OF MADERA AND THE CITY OF MADERA - FINANCE DEPARTMENT**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2025, by and between the City of Madera ("City") and CITY OF MADERA FINANCE DEPARTMENT, hereafter referred to as "SUBRECIPIENT."

**RECITALS**

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. Otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

**AGREEMENT**

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth ($10^{th}$) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $177,958.20 in fiscal year 2025-2026. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable

local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2025, and shall end its performance June 30, 2026, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

Subrecipient shall maintain all records required by the Federal regulations specified in 24

CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

| TERM | PERIOD DURATION | DUE DATES |
|---|---|---|
| 1st Period | July 1 - September 30 | October 15 |
| 2nd Period | October 1 - December 31 | January 15 |
| 3rd Period | January 1 - March 31 | April 15 |
| 4th Period | April 1 - June 30 | July 15 |

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in **EXHIBIT "A"** insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in **EXHIBIT "B."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "C".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently

has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "A."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer

of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustments in the nature or scope of the program plan set forth in **EXHIBIT "A"** or changes of any line item within the total approved budget contained in **EXHIBIT "B**" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Finance Department - Grants Division shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services

provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity

not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City 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 Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient 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

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 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 form CG 20

10 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.

Maintenance of Coverage

Subrecipient 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 Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Subrecipient 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.

Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider 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 Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Subrecipient.

Notice of Cancellation

Service Provider 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

Subrecipient shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Service Provider 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.

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Division
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
City of Madera – Finance Department
205 W. 4th Street
Madera, CA 93637

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

***///***

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

| | |
|---|---|
| **CITY OF MADERA:** | City & Finance Department**:** |
| By: _____<br>Cecilia Gallegos, Mayor | By: _____<br>Michael Lima, Director of Financial Services |
| Date: _____ | Date: _____ |
| **ATTEST:** | **APPROVED AS TO LEGAL FORM:** |
| By: _____<br>Alicia Gonzales, City Clerk | By:_____<br>Shannon Chaffin, City Attorney |
| Date: _____ | Date: _____ |

Exhibit A

COMMUNITY DEVELOPMENT BLOCK GRANT COMMITTEE
SCOPE OF WORK SUMMARY
PROGRAM YEAR 2025/26

**I. PROJECT NAME: City of Madera Administration**

**II. APPLICANT: City of Madera Finance Department**

**III. PROJECT DESCRIPTION:**

The City of Madera provides full oversight of the CDBG program. Administrative funding will be applied to personnel costs associated with providing such oversight. Examples of operating tasks associated with oversight include: subrecipient invoice processing, subrecipient monitoring, revising policies and procedures, and daily program management tasks.

**IV. FUNDING PROPOSAL:**

A. CDBG Funds Requested: $217,689
B. Projected Completion Date: June 2026

**V. ANNUAL GOALS SUPPORTED:**

| | |
|---|---|
| Access to Affordable Housing | ☐ |
| Improve Access to Services | ☐ |
| Prevent and Reduce Homelessness | ☐ |
| Administration | ☒ |

**VI. PRIORITY NEEDS ADDRESSED:**

| | |
|---|---|
| Housing Needs | ☐ |
| Community Services | ☐ |
| Economic Development | ☐ |
| Public Improvements and Public Infrastructure | ☐ |
| Homeless Needs and Services | ☐ |

**VII. GOAL OUTCOME INDICATORS**

| Goal Outcome Indicator | Quantity | Unit of Measure |
|---|---|---|
| Other | N/A | Other |

## VIII. CDBG COMMITMENTS:

For applicants who have received CDBG funding in the last three years and/or have an active award.

| CDBG Award Year | Award Type | Award Amount | Remaining Balance | Timeliness Status |
|---|---|---|---|---|
| 2024-2025 | Admin | $177,899 | $140,798 | On Track to Meet |
| 2023-2024 | Admin | $176,346 | $34,623 | Met |
| 2022-2023 | Admin | $164,402 | $65,648 | Met |

## VIIII. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as an Administration Cost project as defined by CFR Section 570.200(3)(i).

B. Cost of administration and planning eligible under § 570.205 and § 570.206 will be assumed to benefit low and moderate income persons in the same proportion as the remainder of the CDBG funds.

## X. CONFORMANCE TO CITY PLANS AND POLICIES:

A. City Priority Need Addressed: None

B. Consolidated Plan Conformance: N/A

Exhibit B

# CDBG Program Year 2025/26 Contract Source

**Program Name:**

**Agency Name:** City of Madera
**Agency Site Adress:** 205 W 4th Street
**Agency City, State, Zip:** Madera, CA 93637
**Agency Phone number:** (559) 661-5453
**Director Name:** Michael Lima
**Director Phone:** (559) 661-5453

**Project Description:**
The City of Madera provides full oversight of the CDBG program. Administrative funding will be applied to personnel costs associated with providing such oversight. Examples of operating tasks associated with oversight include: subrecipient invoice processing, subrecipient monitoring, revising policies and procedures, and daily program management tasks.

**Goals of Clients to be Served:**

| **Number of Goals:** | | |
|---|---|---|
| **Goal :** | Measure of Service | Description |
| **N/A** | Unduplicated Clients Served | Total unduplicated Clients Served |

**Budget**

| Budget Line Item | Madera | Other Funding | Program Total |
|---|---|---|---|
| Personnel:<br>*If you need more personnel lines, feel free to add them. | | | |
| Salaries | $ 177,958.20 | | |
| | | | |
| | $ - | | |
| Benefits | $ - | | |
| Taxes | $ - | | |
| **Subtotal Personnel** | $ 177,958.20 | | |
| Non-Personnel | | | |
| Move-In Assistance | | | |
| Supplies & Materials | | | |
| Equipment | | | |

| | | | |
|---|---|---|---|
| Communications | | | |
| Meetings & Conveninges | | | |
| Travel & Transportation | | | |
| Training | | | |
| Consulting | | | |
| Evaluation | | | |
| Other Lines needed: | | | |
| Other | | | |
| | | | |
| **Subtotal Non-Personnel** | $ - | | |
| **Total Personnel & Non-Personnel** | $ 177,958.20 | | |
| Indirect Costs | | | |
| **TOTAL** | $ 177,958.20 | | |
| Number of Persons Served: | N/A | | |
| Cost per Individual | #VALUE! | | |
| | | | |
| **Application Status** | Funded | | |
| **Amount Funded** | $ 177,958.20 | | |

Report submitted by: Marcela Zuniga

Date: 09/05/2025

**Exhibit C**

# *COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS*

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part *5);* Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part *5);* Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. l 251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR l07 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead- based paint requirements of24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at SO CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200G) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PROGRAM YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($20,000) WITH COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY**

**WHEREAS**, the City Council has considered approval of the 2025/26 Community Development Block Grant Subrecipient Agreement with the Community Action Partnership of Madera County in the amount of $20,000 ("Agreement"); and

**WHEREAS**, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

**NOW, THEREFORE**, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the Community Action Partnership of Madera County.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera Program Year 2025/26 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

**COMMUNITY DEVELOPMENT BLOCK GRANT**
**SUBRECIPIENT AGREEMENT**
**BETWEEN THE CITY OF MADERA AND THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2025, by and between the City of Madera ("City") and COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, hereafter referred to as "SUBRECIPIENT."

**RECITALS**

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. Otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

**AGREEMENT**

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth ($10^{th}$) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as

**EXHIBIT "B"**.

The total obligation of the City under this Agreement shall not exceed $20,000 in fiscal year 2025-2026. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under

24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2025, and shall end its performance June 30, 2026, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

| TERM | PERIOD DURATION | DUE DATES |
|---|---|---|
| 1st Period | July 1 - September 30 | October 15 |
| 2nd Period | October 1 - December 31 | January 15 |
| 3rd Period | January 1 - March 31 | April 15 |
| 4th Period | April 1 - June 30 | July 15 |

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in **EXHIBIT "A"** insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in **EXHIBIT "B."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "C".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the

provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "A."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient

who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustments in the nature or scope of the program plan set forth in **EXHIBIT "A"** or changes of any line item within the total approved budget contained in **EXHIBIT "B**" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Finance Department - Grants Division shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this

Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to

any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City 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 Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient 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

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 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 form CG 20

10 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.

Maintenance of Coverage

Subrecipient 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 Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Subrecipient 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.

Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider 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 Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Subrecipient.

Notice of Cancellation

Service Provider 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

Subrecipient shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Service Provider 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.

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Division
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
Community Action Partnership of Madera County
1225 Gill Ave.
Madera, CA 93637

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

***///***

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

| | |
|---|---|
| **CITY OF MADERA:** | Community Action Partnership of Madera County**:** |
| By: _____<br>Cecilia Gallegos, Mayor | By: _____<br>Mattie Mendez, Executive Director |
| Date: _____ | Date: _____ |
| **ATTEST:** | **APPROVED AS TO LEGAL FORM:** |
| By: _____<br>Alicia Gonzales, City Clerk | By:_____<br>Shannon Chaffin, City Attorney |
| Date: _____ | Date: _____ |

Exhibit A

COMMUNITY DEVELOPMENT BLOCK GRANT COMMITTEE
SCOPE OF WORK
PROGRAM YEAR 2025-2026

**I. PROJECT NAME: Fresno Madera Continuum of Care**

**II. APPLICANT: Community Action Partnership of Madera County, Inc.**

**III. PROJECT DESCRIPTION:**

As an active member of FMCoC, CAPMC uses Community Development Block Grant (CDBG) funds to maintain its membership and and participation in monthly FMCoC meetings, ensuring regular communication, alignment on goals, and collaborative project development. CAPMC staff actively contributes to discussions, policy planning, and service coordination at the FMCoC board level, enhancing CAPMC's capacity to advocate for local housing needs and implement best practices in homelessness prevention. The CAPMC and FMCoC partnership represents a shared commitment.

**IV. FUNDING PROPOSAL:**

A. CDBG Funds Requested: $20,000
B. Projected Completion Date: June 2026

**V. ANNUAL GOALS SUPPORTED:**

| | |
|---|---|
| Access to Affordable Housing | ☐ |
| Improve Access to Services | ☐ |
| Prevent and Reduce Homelessness | ☐ |
| Administration | ☒ |

**VI. PRIORITY NEEDS ADDRESSED:**

| | |
|---|---|
| Housing Needs | ☐ |
| Community Services | ☐ |
| Economic Development | ☐ |
| Public Improvements and Public Infrastructure | ☐ |
| Homeless Needs and Services | ☐ |

**VII. GOAL OUTCOME INDICATORS**

| Goal Outcome Indicator | Quantity | Unit of Measure |
|---|---|---|
| Other | N/A | Other |

## VIII. CDBG COMMITMENTS:

For applicants who have received CDBG funding in the last three years and/or have an active award.

| CDBG Award Year | Award Type | Award Amount | Remaining Balance | Timeliness Status |
|---|---|---|---|---|
| 2024-2025 | Admin | $20,000 | $18,972 | On Track to meet |
| 2023-2024 | Admin | $20,000 | 0 | Met |
| 2022-2023 | Admin | $20,000 | 0 | Met |

## VIIII. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as an Administration Cost project as defined by CFR Section 570.200(3)(i).

B. Cost of administration and planning eligible under § 570.205 and § 570.206 will be assumed to benefit low and moderate income persons in the same proportion as the remainder of the CDBG funds.

## X. CONFORMANCE TO CITY PLANS AND POLICIES:

A. City Priority Need Addressed: None

B. Consolidated Plan Conformance: N/A

**Exhibit B**

# CDBG Program Year 2025/26 Contract Source

| | |
|---|---|
| **Program Name:** | FMCoC |
| **Agency Name:** | CAPMC |
| **Agency Site Adress:** | 1225 Gill Avenue |
| **Agency City, State, Zip:** | Madera CA 93637 |
| **Agency Phone number:** | (559) 675-5759 |
| **Director Name:** | Mattie Mendez |
| **Director Phone:** | (559) 675-5749 |

**Project Description:**

As an active member of FMCoC, CAPMC uses Community Development Block Grant (CDBG) funds to maintain its membership and participation in monthly FMCoC meetings, ensuring regular communication, alignment on goals, and collaborative project development. CAPMC staff actively contribute to discussions, policy planning, and service coordination at the FMCoC board level, enhancing CAPMC's capacity to advocate for local housing needs and implement best practices in homelessness prevention. The CAPMC and FMCoC partnership represents a shared commitment.

**Goals of Clients to be Served:**

| **Number of Goals:** | | |
|---|---|---|
| **Goal :** | Measure of Service | Description |
| **0** | Unduplicated Clients Served | Total unduplicated Clients Served |

**Budget**

| Budget Line Item | Madera | Other Funding | Program Total |
|---|---|---|---|
| Personnel:<br>*If you need more personnel lines, feel free to add them. | | | |
| Salaries and wages | $ 12,918.00 | | |
| | | | |
| | $ - | | |

| | | | |
|---|---|---|---|
| Benefits | $ 2,225.00 | | |
| Taxes | $ 1,079.00 | | |
| **Subtotal Personnel** | $ 16,222.00 | | |
| Non-Personnel | | | |
| Project Expenses | $ 2,110.00 | | |
| Supplies & Materials | | | |
| Equipment | | | |
| Communications | | | |
| Meetings & Convenings | | | |
| Travel & Transportation | | | |
| Training | | | |
| Consulting | | | |
| Evaluation | | | |
| Other Lines needed: | | | |
| Other | | | |
| | | | |
| **Subtotal Non-Personnel** | $ 2,110.00 | | |
| **Total Personnel & Non-Personnel** | $ 18,332.00 | | |
| Indirect Costs | | | |
| **TOTAL** | $ 18,332.00 | | |
| Number of Persons Served: | 0 | | |
| Cost per Individual | #DIV/0! | | |
| | | | |
| **Application Status** | Funded | | |
| **Amount Funded** | $ 20,000.00 | | |

Report submitted by: Ana Gudino

Date: 09/02/2025

**Exhibit C**

# *COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS*

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part *5);* Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part *5);* Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. l 251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR l07 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead- based paint requirements of24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section I06 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at SO CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200G) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PROGRAM YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($15,000) WITH THE MADERA COALITION FOR COMMUNITY JUSTICE**

**WHEREAS**, the City Council has considered approval of the 2025/26 Community Development Block Grant Subrecipient Agreement with the Madera Coalition for Community Justice in the amount of $15,000 ("Agreement"); and

**WHEREAS**, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

**NOW, THEREFORE**, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Madera Coalition for Community Justice.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera Program Year 2025/26 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

**COMMUNITY DEVELOPMENT BLOCK GRANT**
**SUBRECIPIENT AGREEMENT BETWEEN**
**THE CITY OF MADERA AND THE MADERA COALITION FOR COMMUNITY JUSTICE**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2025, by and between the City of Madera ("City") and MADERA COALITION FOR COMMUNITY JUSTICE, hereafter referred to as "SUBRECIPIENT."

**RECITALS**

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. Otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

**AGREEMENT**

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth ($10^{th}$) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $15,000 in fiscal year 2025-2026. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable

local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2025, and shall end its performance June 30, 2026, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

Subrecipient shall maintain all records required by the Federal regulations specified in 24

CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

| TERM | PERIOD DURATION | DUE DATES |
|---|---|---|
| 1st Period | July 1 - September 30 | October 15 |
| 2nd Period | October 1 - December 31 | January 15 |
| 3rd Period | January 1 - March 31 | April 15 |
| 4th Period | April 1 - June 30 | July 15 |

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in **EXHIBIT "A"** insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in **EXHIBIT "B."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "C".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently

has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "A."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer

of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustments in the nature or scope of the program plan set forth in **EXHIBIT "A"** or changes of any line item within the total approved budget contained in **EXHIBIT "B**" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Finance Department - Grants Division shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services

provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity

not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City 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 Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient 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

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 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 form CG 20

10 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.

Maintenance of Coverage

Subrecipient 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 Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Subrecipient 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.

Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider 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 Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Subrecipient.

Notice of Cancellation

Service Provider 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

Subrecipient shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Service Provider 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.

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Division
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
Madera Coalition for Community
Justice 219 South "D" Street
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

***///***

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

| | |
|---|---|
| **CITY OF MADERA:** | Madera Coalition for Community Justice**:** |
| By: _____<br>Cecilia Gallegos, Mayor | By: _____<br>Linette Lomeli, Executive Director |
| Date: _____ | Date: _____ |
| **ATTEST:** | **APPROVED AS TO LEGAL FORM:** |
| By: _____<br>Alicia Gonzales, City Clerk | By:_____<br>Shannon Chaffin, City Attorney |
| Date: _____ | Date: _____ |

Exhibit A

COMMUNITY DEVELOPMENT BLOCK GRANT
SCOPE OF WORK
FOR THE PROGRAM YEAR 2025-2026

**I. PROJECT NAME: Madera Microenterprise Education Project (MMEP)**

**II. APPLICANT: Madera Coalition for Community Justice**

**III. PROJECT DESCRIPTION:**

MMEP provides infrastructure promoting small business opportunities by aspiring entrepreneurs. Low-income and immigrant communities constitute a vast store of skills, knowledge, resources, creativity and initiative but lack skills to sustain a small business enterprise -- knowledge of business ownership fundamentals, rules & regulations governing business operations and panoply of rigorous state and local business regulations, licensing/permitting requirements doom many from the start. Even if manage to survive, they are unable to expand beyond family-run operations.

**IV. FUNDING PROPOSAL:**

A. CDBG Funds Requested: $38,440
B. Projected Completion Date: June 2026

**V. ANNUAL GOALS SUPPORTED:**

| | |
|---|---|
| Access to Affordable Housing | ☐ |
| Improve Access to Services | ☒ |
| Prevent and Reduce Homelessness | ☐ |
| Administration | ☐ |

**VI. PRIORITY NEEDS ADDRESSED:**

| | |
|---|---|
| Housing Needs | ☐ |
| Community Services | ☒ |
| Economic Development | ☐ |
| Public Improvements and Public Infrastructure | ☐ |
| Homeless Needs and Services | ☐ |

**VII. GOAL OUTCOME INDICATORS**

| Goal Outcome Indicator | Quantity | Unit of Measure |
|---|---|---|
| Public Service activities other than Low/ Moderate Income Housing Benefit | 15-25 | Persons Assisted |

## VIII. CDBG COMMITMENTS:

For applicants who have received CDBG funding in the last three years and/or have an active award.

| CDBG Award Year | Award Type | Award Amount | Remaining Balance | Timeliness Status |
|---|---|---|---|---|
| 2024-2025 | Public Service | $5,000 | $5,000 | On Track to meet |
| 2022-2023 | Public Service | $26,032 | $1.15 | Met |

## VIIII. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the residents meet the low-and moderate-income threshold for eligibility.

## X. CONFORMANCE TO CITY PLANS AND POLICIES:

A. City Priority Need Addressed: Public Services

B. Consolidated Plan Conformance: Conforms

**Exhibit B**

# CDBG Program Year 2025/26 Contract Source

**Program Name:Madera Mircroenterprise Education**
**Agency Name:Madera Coalition for Community Justice**
**Agency Site Adress: 219 S D ST**
**Agency City, State, Zip:Madera CA 93638**
**Agency Phone number:(559)661-1879**
**Director Name: Linette Lomeli**
**Director Phone:**

**Project Description:**

MMEP provides infrastructure promoting small business opportunities by aspiring entrepreneurs. Low-income and immigrant communities constitute a vast store of skills, knowledge, resources, creativity and initiative but lack skills to sustain a small business enterprise -- knowledge of business ownership fundamentals, rules & regulations governing business operations and panoply of rigorous state and local business regulations, licensing/permitting requirements doom many from the start. Even if manage to survive, they are unable to expand beyond family-run operations.

**Goals of Clients to be Served:**

| **Number of Goals:** | | |
|---|---|---|
| **Goal :** | Measure of Service | Description |
| **10** | Unduplicated Clients Served | Total unduplicated Clients Served |

**Budget**

| Budget Line Item | Madera | Other Funding | Program Total |
|---|---|---|---|
| Personnel:<br>*If you need more personnel lines, feel free to add them. | | | |
| Supervisior | 3,000 | | |
| Coordinator | 4,500 | | |
| | | | |
| Benefits | 700 | | |
| Taxes | | | |

| | | | |
|---|---|---|---|
| **Subtotal Personnel** | 8,200 | | |
| Non-Personnel | | | |
| Project Expenses | 1,000 | | |
| Supplies & Materials | 500 | | |
| Equipment | | | |
| Communications | | | |
| Meetings & Convenings | | | |
| Travel & Transportation | 300 | | |
| Participants stipends | 5000 | | |
| Consulting | | | |
| Evaluation | | | |
| Other Lines needed: | | | |
| | | | |
| | | | |
| **Subtotal Non-Personnel** | 6,800 | | |
| **Total Personnel & Non-Personnel** | 15,000 | | |
| Indirect Costs | | | |
| **TOTAL** | $ 15,000.00 | | |
| Number of Persons Served: | 10 | | |
| Cost per Individual | $ 1,500.00 | | |
| | | | |
| **Application Status** | Funded | | |
| **Amount Funded** | $15,000.00 | | |

Report submitted by: Linette Lomeli

Date: 09/11/2025

**Exhibit C**

## *COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS*

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part *5);* Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part *5);* Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. I 251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR I07 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead- based paint requirements of24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section I06 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at SO CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200G) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PROGRAM YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($15,000) WITH PROJECT RUN MADERA**

**WHEREAS**, the City Council has considered approval of the 2025/26 Community Development Block Grant Subrecipient Agreement with the Project Run Madera in the amount of $15,000 ("Agreement"); and

**WHEREAS**, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

**NOW, THEREFORE**, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Project Run Madera.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera Program Year 2025/26 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

**COMMUNITY DEVELOPMENT BLOCK GRANT**
**SUBRECIPIENT AGREEMENT BETWEEN**
**THE CITY OF MADERA AND PROJECT RUN MADERA**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2025, by and between the City of Madera ("City") and PROJECT RUN MADERA, hereafter referred to as "SUBRECIPIENT."

**RECITALS**

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. Otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

**AGREEMENT**

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth ($10^{th}$) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $15,000 in fiscal year 2025-2026. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable

local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2025, and shall end its performance June 30, 2026, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

Subrecipient shall maintain all records required by the Federal regulations specified in 24

CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

| TERM | PERIOD DURATION | DUE DATES |
|---|---|---|
| 1st Period | July 1 - September 30 | October 15 |
| 2nd Period | October 1 - December 31 | January 15 |
| 3rd Period | January 1 - March 31 | April 15 |
| 4th Period | April 1 - June 30 | July 15 |

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in **EXHIBIT "A"** insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in **EXHIBIT "B."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "C".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently

has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "A."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer

of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustments in the nature or scope of the program plan set forth in **EXHIBIT "A"** or changes of any line item within the total approved budget contained in **EXHIBIT "B**" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Finance Department - Grants Division shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services

provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity

not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City 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 Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient 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

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 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 form CG 20

10 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.

Maintenance of Coverage

Subrecipient 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 Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Subrecipient 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.

Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider 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 Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Subrecipient.

Notice of Cancellation

Service Provider 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

Subrecipient shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Service Provider 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.

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Division
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
Project Run Madera
1470 South "A" Street Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

***///***

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

| | |
|---|---|
| **CITY OF MADERA:** | Project Run Madera**:** |
| By: _____<br>Cecilia Gallegos, Mayor | By: _____<br>Alisha Brown, Executive Director |
| Date: _____ | Date: _____ |
| **ATTEST:** | **APPROVED AS TO LEGAL FORM:** |
| By: _____<br>Alicia Gonzales, City Clerk | By:_____<br>Shannon Chaffin, City Attorney |
| Date: _____ | Date: _____ |

COMMUNITY DEVELOPMENT BLOCK GRANT
SCOPE OF WORK
FOR THE PROGRAM YEAR 2025-2026

**I. PROJECT NAME: Project Run Madera**

**II. APPLICANT: Project Run Madera**

**III. PROJECT DESCRIPTION:**

Project Run Madera provides running shoes and apparel, including shirts, shorts, sports bras, and socks, to Title I middle and high school track teams and underprivileged youth in Madera at no cost. By fostering equity and access to the sport, we equip youth with essential tools to stay engaged in educational systems, reducing risks of homelessness and securing brighter futures beyond high school.

**IV. FUNDING PROPOSAL:**

A. CDBG Funds Requested: $27,269
B. Projected Completion Date: June 2026

**V. ANNUAL GOALS SUPPORTED:**

| | |
|---|---|
| Access to Affordable Housing | ☐ |
| Improve Access to Services | ☒ |
| Prevent and Reduce Homelessness | ☐ |
| Administration | ☐ |

**VI. PRIORITY NEEDS ADDRESSED:**

| | |
|---|---|
| Housing Needs | ☐ |
| Community Services | ☒ |
| Economic Development | ☐ |
| Public Improvements and Public Infrastructure | ☐ |
| Homeless Needs and Services | ☐ |

**VII. GOAL OUTCOME INDICATORS**

| Goal Outcome Indicator | Quantity | Unit of Measure |
|---|---|---|
| Public Service activities other than Low/Moderate Income Housing Benefit | 500 | Persons Assisted |

**VIII. CDBG COMMITMENTS:**

For applicants who have received CDBG funding in the last three years and/or have an active award.

| CDBG Award Year | Award Type | Award Amount | Remaining Balance | Timeliness Status |
|---|---|---|---|---|
| 2024-2025 | Public Service | $10,000 | $10,000 | On Track to Meet |
| 2022-2023 | Public Service | $5,527 | $1.15 | Met |

## VIIII. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the residents meet the low-and moderate-income threshold for eligibility.

## X. CONFORMANCE TO CITY PLANS AND POLICIES:

A. City Priority Need Addressed: Public Services

B. Consolidated Plan Conformance: Conforms

**Exhibit B**

# CDBG Program Year 2025/26 Contract Source

| | |
|---|---|
| **Program Name:** | Project Run Madera |
| **Agency Name:** | Project Run Madera |
| **Agency Site Adress:** | 1470 South "A" Street |
| **Agency City, State, Zip:** | Madera, CA 93638 |
| **Agency Phone number:** | (559) 474-3772 |
| **Director Name:** | Alisha Brown |
| **Director Phone:** | (559) 474-3772 |
| **Project Description:** | Project Run Madera provides running shoes and apparel, including shirts, shorts, sports bras, and socks, to Title I middle and high school track teams and underprivileged youth in Madera at no cost. By fostering equity and access to the sport, we equip youth with essential tools to stay engaged in educational systems, reducing risks of homelessness and securing brighter futures beyond high school. |

**Goals of Clients to be Served:**

| **Number of Goals:** | | |
|---|---|---|
| **Goal :** | Measure of Service | Description |
| 500 | Unduplicated Clients Served | Total unduplicated Clients Served |

**Budget**

| Budget Line Item | Madera | Other Funding | Program Total |
|---|---|---|---|
| Personnel:<br>*If you need more personnel lines, feel free to add them. | | | |
| | | | |
| | | | |
| | $ - | | |
| Benefits | $ - | | |
| Taxes | $ 1,269.00 | | |
| **Subtotal Personnel** | $ 1,269.00 | | |
| Non-Personnel | | | |
| Move-In Assistance | | | |

| | | | |
|---|---|---|---|
| Supplies & Materials | $ 13,731.00 | | |
| Equipment | | | |
| Communications | | | |
| Meetings & Convenings | | | |
| Travel & Transportation | | | |
| Training | | | |
| Consulting | | | |
| Evaluation | | | |
| Other Lines needed: | | | |
| Other | | | |
| | | | |
| **Subtotal Non-Personnel** | $ 13,731.00 | | |
| **Total Personnel & Non-Personnel** | $ 15,000.00 | | |
| Indirect Costs | | | |
| **TOTAL** | $ 15,000.00 | | |
| Number of Persons Served: | 500 | | |
| Cost per Individual | $ 30.00 | | |
| | | | |
| **Application Status** | Funded | | |
| **Amount Funded** | $ 15,000.00 | | |

Report submitted by: Alisha Brown

Date: 09/11/2025

**Exhibit C**

## *COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS*

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part *5);* Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part *5);* Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. I 251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR I07 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead- based paint requirements of24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section I06 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at SO CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200G) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PROGRAM YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($15,000) WITH O.L.I.V.E CHARITABLE ORGANIZATION**

**WHEREAS**, the City Council has considered approval of the 2025/26 Community Development Block Grant Subrecipient Agreement with the O.L.I.V.E Charitable Organization in the amount of $15,000 ("Agreement"); and

**WHEREAS**, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

**NOW, THEREFORE**, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the O.L.I.V.E Charitable Organization.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera Program Year 2025/26 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

**COMMUNITY DEVELOPMENT BLOCK GRANT**
**SUBRECIPIENT AGREEMENT BETWEEN**
**THE CITY OF MADERA AND O.L.I.V.E CHARITABLE ORGANIZATION**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2025, by and between the City of Madera ("City") and O.L.I.V.E. CHARITABLE ORGANIZATION, hereafter referred to as "SUBRECIPIENT."

**RECITALS**

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. Otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

**AGREEMENT**

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth ($10^{th}$) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $15,000 in fiscal year 2025-2026. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable

local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2025, and shall end its performance June 30, 2026, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

Subrecipient shall maintain all records required by the Federal regulations specified in 24

CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

| TERM | PERIOD DURATION | DUE DATES |
|---|---|---|
| 1st Period | July 1 - September 30 | October 15 |
| 2nd Period | October 1 - December 31 | January 15 |
| 3rd Period | January 1 - March 31 | April 15 |
| 4th Period | April 1 - June 30 | July 15 |

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in **EXHIBIT "A"** insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in **EXHIBIT "B."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "C".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently

has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "A."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer

of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustments in the nature or scope of the program plan set forth in **EXHIBIT "A"** or changes of any line item within the total approved budget contained in **EXHIBIT "B**" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Finance Department - Grants Division shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services

provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity

not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City 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 Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient 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

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 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 form CG 20

10 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.

Maintenance of Coverage

Subrecipient 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 Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Subrecipient 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.

Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider 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 Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Subrecipient.

Notice of Cancellation

Service Provider 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

Subrecipient shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Service Provider 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.

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Division
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
O.L.I.V.E Charitable Organization
1625 Howard Rd. #170
Madera, CA 93637

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

***///***

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

| | |
|---|---|
| **CITY OF MADERA:** | O.L.I.V.E Charitable Organization**:** |
| By: _____<br>Cecilia Gallegos, Mayor | By: _____<br>April Molina, Director |
| Date: _____ | Date: _____ |
| **ATTEST:** | **APPROVED AS TO LEGAL FORM:** |
| By: _____<br>Alicia Gonzales, City Clerk | By:_____<br>Shannon Chaffin, City Attorney |
| Date: _____ | Date: _____ |

COMMUNITY DEVELOPMENT BLOCK GRANT
SCOPE OF WORK
FOR THE PROGRAM YEAR 2025-2026

**I. PROJECT NAME: The Bennett House**

**II. APPLICANT: O.L.I.V.E Charitable Organization**

**III. PROJECT DESCRIPTION:**

Olive seeks to assist survivors of human sex trafficking in the City of Madera. Our safe house holds 5 survivors while they recover from the trauma of their experience. Olive's case manager works one on one with each person to bring an individualized recovery plan for each tenant. Our prevention services to the community include, awareness campaigns, buyer outreach and training to service clubs, schools, law enforcement, and social services.

**IV. FUNDING PROPOSAL:**

A. CDBG Funds Requested: $15,000
B. Projected Completion Date: June 2026

**V. ANNUAL GOALS SUPPORTED:**

| | |
|---|---|
| Access to Affordable Housing | ☐ |
| Improve Access to Services | ☒ |
| Prevent and Reduce Homelessness | ☐ |
| Administration | ☐ |

**VI. PRIORITY NEEDS ADDRESSED:**

| | |
|---|---|
| Housing Needs | ☐ |
| Community Services | ☒ |
| Economic Development | ☐ |
| Public Improvements and Public Infrastructure | ☐ |
| Homeless Needs and Services | ☐ |

**VII. GOAL OUTCOME INDICATORS**

| Goal Outcome Indicator | Quantity | Unit of Measure |
|---|---|---|
| Overnight/Emergency Shelter/ Transitional Housing Beds Added | 24 | Beds |

**VIII. CDBG COMMITMENTS:**

For applicants who have received CDBG funding in the last three years and/or have an active award.

| CDBG Award Year | Award Type | Award Amount | Remaining Balance | Timeliness Status |
|---|---|---|---|---|
| 2024-2025 | Public Service | $65,000 | $60,376.11 | On Track to Meet |
| 2023-2024 | Public Service | $30,000 | $474.53 | Met |
| 2022-2023 | Public Service | $21,401.50 | $701.94 | Met |

## VIIII. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

## X. CONFORMANCE TO CITY PLANS AND POLICIES:

A. City Priority Need Addressed: Public Services

B. Consolidated Plan Conformance: Conforms

**Exhibit B**

# CDBG Program Year 2025/26 Contract Source

| | |
|---|---|
| **Program Name:** | Bennet House |
| **Agency Name:** | OLIVE Charitable Organization |
| **Agency Site Adress:** | |
| **Agency City, State, Zip:** | Madera, CA 93637 |
| **Agency Phone number:** | (559) 706-8455 |
| **Director Name:** | April Molina |
| **Director Phone:** | (559) 706-8455 |
| **Project Description:** | Olive seeks to assist survivors of human sex trafficking in the City of Madera. Our safe house holds 5 survivors while they recover from the trauma of their experience. Olive's case manager works one on one with each person to bring an individualized recovery plan for each tenant. Our prevention services to the community include, awareness campaigns, buyer outreach and training to service clubs, schools, law enforcement, and social services. |

**Goals of Clients to be Served:**

| **Number of Goals:** | | |
|---|---|---|
| **Goal :** | Measure of Service | Description |
| **24** | Unduplicated Clients Served | Total unduplicated Clients Served |

**Budget**

| Budget Line Item | Madera | Other Funding | Program Total |
|---|---|---|---|
| Personnel:<br>*If you need more personnel lines, feel free to add them. | | | |
| | | | |
| | | | |
| | $ - | | |
| Benefits | $ - | | |
| Taxes | $ - | | |
| **Subtotal Personnel** | $ - | | |
| Non-Personnel | | | |

| | | | |
|---|---|---|---|
| Move-In Assistance | | | |
| Supplies & Materials | $ 15,000.00 | | |
| Equipment | | | |
| Communications | | | |
| Meetings & Convenings | | | |
| Travel & Transportation | | | |
| Training | | | |
| Consulting | | | |
| Evaluation | | | |
| Other Lines needed: | | | |
| Other | | | |
| | | | |
| **Subtotal Non-Personnel** | $ 15,000.00 | | |
| **Total Personnel & Non-Personnel** | $ 15,000.00 | | |
| Indirect Costs | | | |
| **TOTAL** | $ 15,000.00 | | |
| Number of Persons Served: | 24 | | |
| Cost per Individual | $ 625.00 | | |
| | | | |
| **Application Status** | Funded | | |
| **Amount Funded** | $ 15,000.00 | | |

Report submitted by: April Molina

Date: December 9, 2024

**Exhibit C**

## *COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS*

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part *5);* Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part *5);* Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. I 251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR I07 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead- based paint requirements of24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at SO CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200G) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PROGRAM YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($45,000) WITH THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY**

**WHEREAS**, the City Council has considered approval of the 2025/26 Community Development Block Grant Subrecipient Agreement with the Community Action Partnership of Madera County in the amount of $45,000 ("Agreement"); and

**WHEREAS**, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

**NOW, THEREFORE**, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the Community Action Partnership of Madera County.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera Program Year 2025/26 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

**COMMUNITY DEVELOPMENT BLOCK GRANT**
**SUBRECIPIENT AGREEMENT BETWEEN**
**THE CITY OF MADERA AND THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2025, by and between the City of Madera ("City") and COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, hereafter referred to as "SUBRECIPIENT."

**RECITALS**

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. Otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

**AGREEMENT**

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth ($10^{th}$) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as

**EXHIBIT "B"**.

The total obligation of the City under this Agreement shall not exceed $45,000 in fiscal year 2025-2026. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under

24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2025, and shall end its performance June 30, 2026, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

| TERM | PERIOD DURATION | DUE DATES |
|---|---|---|
| 1st Period | July 1 - September 30 | October 15 |
| 2nd Period | October 1 - December 31 | January 15 |
| 3rd Period | January 1 - March 31 | April 15 |
| 4th Period | April 1 - June 30 | July 15 |

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in **EXHIBIT "A"** insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in **EXHIBIT "B."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "C".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the

provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "A."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient

who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustments in the nature or scope of the program plan set forth in **EXHIBIT "A"** or changes of any line item within the total approved budget contained in **EXHIBIT "B**" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Finance Department - Grants Division shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this

Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to

any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City 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 Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient 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

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 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 form CG 20

10 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.

Maintenance of Coverage

Subrecipient 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 Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Subrecipient 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.

Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider 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 Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Subrecipient.

Notice of Cancellation

Service Provider 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

Subrecipient shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Service Provider 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.

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Division
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
Community Action Partnership of Madera County
1225 Gill Ave
Madera, CA 93637

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

***///***

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

| | |
|---|---|
| **CITY OF MADERA:** | Community Action Partnership of Madera County**:** |
| By: _____<br>Cecilia Gallegos, Mayor | By: _____<br>Mattie Mendez, Executive Director |
| Date: _____ | Date: _____ |
| **ATTEST:** | **APPROVED AS TO LEGAL FORM:** |
| By: _____<br>Alicia Gonzales, City Clerk | By:_____<br>Shannon Chaffin, City Attorney |
| Date: _____ | Date: _____ |

Exhibit A

COMMUNITY DEVELOPMENT BLOCK GRANT
SCOPE OF WORK
FOR THE PROGRAM YEAR 2025-2026

**I. PROJECT NAME: Housing Stabilization**

**II. APPLICANT: Community Action Partnership of Madera County, INC**

**III. PROJECT DESCRIPTION:**

Community Action Partnership of Madera County, Inc. seeks funding to support low- to moderate-income households in maintaining stable housing through rental assistance, utility payments, and case management. This project helps prevent homelessness, particularly benefiting at-risk groups such as seniors, persons with disabilities, and homeless individuals. By addressing immediate financial needs and providing supportive services, the program promotes long-term housing stability, contributing to the overall economic health and social well-being of the Madera County community.

**IV. FUNDING PROPOSAL:**

A. CDBG Funds Requested: $55,330
B. Projected Completion Date: June 2026

**V. ANNUAL GOALS SUPPORTED:**

| | |
|---|---|
| Access to Affordable Housing | ☐ |
| Improve Access to Services | ☐ |
| Prevent and Reduce Homelessness | ☒ |
| Administration | ☐ |

**VI. PRIORITY NEEDS ADDRESSED:**

| | |
|---|---|
| Housing Needs | ☒ |
| Community Services | ☐ |
| Economic Development | ☐ |
| Public Improvements and Public Infrastructure | ☐ |
| Homeless Needs and Services | ☐ |

**VII. GOAL OUTCOME INDICATORS**

| Goal Outcome Indicator | Quantity | Unit of Measure |
|---|---|---|
| Homeless Prevention | 10 | Persons Assisted |

## VIII. CDBG COMMITMENTS:

For applicants who have received CDBG funding in the last three years and/or have an active award.

| CDBG Award Year | Award Type | Award Amount | Remaining Balance | Timeliness Status |
|---|---|---|---|---|
| 2024-2025 | Public Service | $47,259 | $44,316 | On track to meet |
| 2023-2024 | Public Service | $10,000 | 0 | Met |

## VIIII. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

## X. CONFORMANCE TO CITY PLANS AND POLICIES:

A. City Priority Need Addressed: Housing Conditions

B. Consolidated Plan Conformance: Conforms

**Exhibit B**

# CDBG Program Year 2025/26 Contract Source

## Program Name:CDBG Housing Stabilization

**Agency Name: Community Action Partnership of Madera County**
**Agency Site Adress: 1225 Gill Ave**
**Agency City, State, Zip: Madera, CA 93637**
**Agency Phone number:(559) 675-5749**
**Director Name: Mattie Mendez**
**Director Phone:(559) 675-5749**

**Project Description:**

Community Action Partnership of Madera County, Inc. seeks funding to support low to moderate income households in maintaining stable housing through rental assistance and utility payments as well as case management. This project helps prevent homelessness, particularly benefitting at-risk groups such as seniors, persons with disabilities, and homeless individuals. By addressing immediate financial needs and providing supportive services, the program promotes long-term housing stability, contributing to the overall economic health and social well-being of the Madera County community.

**Goals of Clients to be Served:**

| **Number of Goals:** | | |
|---|---|---|
| **Goal :** | Measure of Service | Description |
| **Community Action Partnership of Madera County, Inc's goals are to provide client rent assistance to 12 individuals/families and direct utility assistance to 17 indivuduals/families. (29 total)** | Unduplicated Clients Served | Total unduplicated Clients Served |

**Budget**

| Budget Line Item | Madera | Other Funding | Program Total |
|---|---|---|---|
| Personnel:<br>*If you need more personnel lines, feel free to add them. | | | |
| | | | |
| | | | |
| Salaries & Wages | | | $1,277.00 |
| Benefits | | | $188.00 |
| Taxes | | | $100.00 |
| **Subtotal Personnel** | 0 | 0 | $1,565.00 |

| Non-Personnel | | | |
|---|---|---|---|
| Move-In Assistance | | | |
| Supplies & Materials | | | |
| Equipment | | | |
| Communications | | | |
| Meetings & Convenings | | | |
| Travel & Transportation | | | |
| Training | | | |
| Consulting | | | |
| Evaluation | | | |
| Other Lines needed: 2 | | | |
| Direct Benefits-Homless Prevention | | | $39,400.00 |
| Operating Expenses | | | $282.00 |
| **Subtotal Non-Personnel** | 0 | 0 | $1,565.00 |
| **Total Personnel & Non-Personnel** | 0 | 0 | $39,682.00 |
| Indirect Costs | | | $3,753.00 |
| **TOTAL** | $ - | | $45,000.00 |
| Number of Persons Served: | | | |
| Cost per Individual | #DIV/0! | | |
| | | | |
| **Application Status** | Funded | | |
| **Amount Funded** | | | |

Report submitted by: Ana Gudino

Date: 9/2/2025

**Exhibit C**

## *COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS*

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part *5);* Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part *5);* Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. I 251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR I07 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead- based paint requirements of24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at SO CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200G) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PROGRAM YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($18,446.20) WITH THE MADERA COUNTY WORKFORCE**

**WHEREAS**, the City Council has considered approval of the 2025/26 Community Development Block Grant Subrecipient Agreement with the Madera County Workforce in the amount of $18,446.20 ("Agreement"); and

**WHEREAS**, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

**NOW, THEREFORE**, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Madera County Workforce.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera Program Year 2025/26 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

**COMMUNITY DEVELOPMENT BLOCK GRANT**
**SUBRECIPIENT AGREEMENT BETWEEN**
**THE CITY OF MADERA AND THE MADERA COUNTY WORKFORCE**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2025, by and between the City of Madera ("City") and MADERA COUNTY WORKFORCE, hereafter referred to as "SUBRECIPIENT."

**RECITALS**

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. Otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

**AGREEMENT**

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth ($10^{th}$) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $18,446.20 in fiscal year 2025-2026. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable

local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2025, and shall end its performance June 30, 2026, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

Subrecipient shall maintain all records required by the Federal regulations specified in 24

CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

| TERM | PERIOD DURATION | DUE DATES |
|---|---|---|
| 1st Period | July 1 - September 30 | October 15 |
| 2nd Period | October 1 - December 31 | January 15 |
| 3rd Period | January 1 - March 31 | April 15 |
| 4th Period | April 1 - June 30 | July 15 |

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in **EXHIBIT "A"** insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in **EXHIBIT "B."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "C".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently

has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "A."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer

of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustments in the nature or scope of the program plan set forth in **EXHIBIT "A"** or changes of any line item within the total approved budget contained in **EXHIBIT "B**" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Finance Department - Grants Division shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services

provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity

not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City 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 Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient 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

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 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 form CG 20

10 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.

Maintenance of Coverage

Subrecipient 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 Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Subrecipient 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.

Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider 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 Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Subrecipient.

Notice of Cancellation

Service Provider 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

Subrecipient shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Service Provider 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.

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Division
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
Madera County Workforce
2037 W Cleveland Ave.
Madera, CA 93637

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

***///***

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

| | |
|---|---|
| **CITY OF MADERA:** | Madera County Workforce**:** |
| By: _____<br>Cecilia Gallegos, Mayor | By: _____<br>Maiknue Vang, Executive Director |
| Date: _____ | Date: _____ |
| **ATTEST:** | **APPROVED AS TO LEGAL FORM:** |
| By: _____<br>Alicia Gonzales, City Clerk | By:_____<br>Shannon Chaffin, City Attorney |
| Date: _____ | Date: _____ |

COMMUNITY DEVELOPMENT BLOCK GRANT
SCOPE OF WORK
FOR THE PROGRAM YEAR 2025-2026

**I. PROJECT NAME: In Home Child Care Pilot Program**

**II. APPLICANT: Madera County Workforce Investment Corporation**

**III. PROJECT DESCRIPTION:**

Madera County Workforce Investment Corporation will offer scholarships to support training for home-based childcare entrepreneurs through Nurture, a 501(c)3 and Community Development Financial Institution. Successful completion of this on-line 12-week program will result in a CA State license to become an in-home day care provider with the opportunity to access start-up capitol upon completion. The program will ensure that low-come underserved residents have equitable access to the workforce system.

**IV. FUNDING PROPOSAL:**

A. CDBG Funds Requested: $86,549
B. Projected Completion Date: June 2026

**V. ANNUAL GOALS SUPPORTED:**

| | |
|---|---|
| Access to Affordable Housing | ☐ |
| Improve Access to Services | ☒ |
| Prevent and Reduce Homelessness | ☐ |
| Administration | ☐ |

**VI. PRIORITY NEEDS ADDRESSED:**

| | |
|---|---|
| Housing Needs | ☐ |
| Community Services | ☒ |
| Economic Development | ☐ |
| Public Improvements and Public Infrastructure | ☐ |
| Homeless Needs and Services | ☐ |

**VII. GOAL OUTCOME INDICATORS**

| Goal Outcome Indicator | Quantity | Unit of Measure |
|---|---|---|
| Public service activities for Low/Moderate Income Housing Benefit | 10 | Households Assisted |

## VIII. CDBG COMMITMENTS:

For applicants who have received CDBG funding in the last three years and/or have an active award.

| CDBG Award Year | Award Type | Award Amount | Remaining Balance | Timeliness Status |
|---|---|---|---|---|
| N/A | N/A | N/A | N/A | N/A |

## VIIII. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the residents meet the low-and moderate-income threshold for eligibility.

## X. CONFORMANCE TO CITY PLANS AND POLICIES:

A. City Priority Need Addressed: Public Services

B. Consolidated Plan Conformance: Conforms

**Exhibit B**

# CDBG Program Year 2025/26 Contract Source

| | |
|---|---|
| **Program Name:** | In Home Child Care Pilot Program |
| **Agency Name:** | Madera County Workforce Investment Corporation |
| **Agency Site Adress:** | 2037 West Cleveland Ave |
| **Agency City, State, Zip:** | Madera, CA 93637 |
| **Agency Phone number:** | 559-662-4500 |
| **Director Name:** | Maiknue Vang |
| **Director Phone:** | 559-662-4589 |
| **Project Description:** | Entreprenueral In-Home Child Care |

**Goals of Clients to be Served:**

| **Number of Goals:** | | |
|---|---|---|
| **Goal :** | Measure of Service | Description |
| **2** | Unduplicated Clients Served | Total unduplicated Clients Served |

**Budget**

| Budget Line Item | Madera | Other Funding | Program Total |
|---|---|---|---|
| Personnel:<br>*If you need more personnel lines, feel free to add them. | | | |
| Case Manager | $ 1,502.00 | $ - | $ 1,502.00 |
| Benefits | $ 571.00 | $ - | $ 571.00 |
| Taxes | $ 201.00 | $ - | $ 201.00 |
| **Subtotal Personnel** | $ 2,274.00 | $ - | $ 2,274.00 |
| Non-Personnel | | | |
| Move-In Assistance | $ - | $ - | $ - |
| Operating Expenses | $ 995.24 | $ - | $ 995.24 |
| Equipment | $ - | $ - | $ - |

| | | | |
|---|---|---|---|
| Communications | $ - | $ - | $ - |
| Meetings & Convenings | $ - | $ - | $ - |
| Travel & Transportation | $ - | $ - | $ - |
| Training | $ 10,000.00 | $ - | $ 10,000.00 |
| Supportive Services | $ 3,500.00 | $ - | $ 3,500.00 |
| Evaluation | $ - | $ - | $ - |
| | | | |
| | $ - | $ - | $ - |
| | $ - | $ - | $ - |
| **Subtotal Non-Personnel** | $ 14,495.24 | $ - | $ 14,495.24 |
| **Total Personnel & Non-Personnel** | $ 16,769.24 | $ - | $ 16,769.24 |
| Indirect Costs | $ 1,676.96 | $ 0.04 | $ 1,677.00 |
| **TOTAL** | $ 18,446.20 | $ 0.04 | $ 18,446.24 |
| Number of Persons Served: | 2 | | |
| Cost per Individual | $ 9,223.10 | | |
| | | | |
| **Application Status** | Funded | | |
| **Amount Funded** | **$ 18,446.20** | | |

Report submitted by: Maiknue Vang, Executive Director

Date: 9/8/2025

**Exhibit C**

## *COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS*

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part *5);* Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part *5);* Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. I 251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR I07 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead- based paint requirements of24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at SO CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200G) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PROGRAM YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($40,022.45) WITH CITY OF MADERA, PARKS DEPARTMENT**

**WHEREAS**, the City Council has considered approval of the 2025/26 Community Development Block Grant Subrecipient Agreement with the City of Madera Parks Department in the amount of $40,022.45 ("Agreement"); and

**WHEREAS**, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

**NOW, THEREFORE**, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the City of Madera Parks Department.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera Program Year 2025/26 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

**COMMUNITY DEVELOPMENT BLOCK GRANT**
**SUBRECIPIENT AGREEMENT**
**BETWEEN THE CITY OF MADERA AND THE CITY OF MADERA - PARKS DEPARTMENT**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2025, by and between the City of Madera ("City") and CITY OF MADERA PARKS DEPARTMENT, hereafter referred to as "SUBRECIPIENT."

**RECITALS**

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. Otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

**AGREEMENT**

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth ($10^{th}$) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $40,022.45 in fiscal year 2025-2026. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable

local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2025, and shall end its performance June 30, 2026, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

Subrecipient shall maintain all records required by the Federal regulations specified in 24

CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

| TERM | PERIOD DURATION | DUE DATES |
|---|---|---|
| 1st Period | July 1 - September 30 | October 15 |
| 2nd Period | October 1 - December 31 | January 15 |
| 3rd Period | January 1 - March 31 | April 15 |
| 4th Period | April 1 - June 30 | July 15 |

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in **EXHIBIT "A"** insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in **EXHIBIT "B."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "C".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently

has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "A."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer

of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustments in the nature or scope of the program plan set forth in **EXHIBIT "A"** or changes of any line item within the total approved budget contained in **EXHIBIT "B**" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Finance Department - Grants Division shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services

provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity

not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City 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 Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient 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

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 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 form CG 20

10 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.

Maintenance of Coverage

Subrecipient 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 Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Subrecipient 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.

Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider 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 Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Subrecipient.

Notice of Cancellation

Service Provider 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

Subrecipient shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Service Provider 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.

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Division
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
City of Madera - Parks Department
701 E. 5th Street
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

***///***

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

| | |
|---|---|
| **CITY OF MADERA:** | City & Parks Department**:** |
| By: _____<br>Cecilia Gallegos, Mayor | By: _____<br>Joseph Hebert, Parks Director |
| Date: _____ | Date: _____ |
| **ATTEST:** | **APPROVED AS TO LEGAL FORM:** |
| By: _____<br>Alicia Gonzales, City Clerk | By:_____<br>Shannon Chaffin, City Attorney |
| Date: _____ | Date: _____ |

COMMUNITY DEVELOPMENT BLOCK GRANT
SCOPE OF WORK
FOR THE PROGRAM YEAR 2025-2026

**I. PROJECT NAME: Madera Seniors Nutrition & Recreation Programs**

**II. APPLICANT: Madera Parks & Community Services Dept.**

**III. PROJECT DESCRIPTION:**

For over 40 years, the City of Madera Parks & Community Services Department has been dedicated to enhancing the quality of life for Madera senior citizens aged 60+. The department offers a variety of services and programs to the diverse needs of the senior community. Key facilities such as the Frank Bergon Senior Center and the Pan-American Community Center serve as central hubs.

**IV. FUNDING PROPOSAL:**

A. CDBG Funds Requested: $65,000
B. Projected Completion Date: June 2026

**V. ANNUAL GOALS SUPPORTED:**

| | |
|---|---|
| Access to Affordable Housing | ☐ |
| Improve Access to Services | ☒ |
| Prevent and Reduce Homelessness | ☐ |
| Administration | ☐ |

**VI. PRIORITY NEEDS ADDRESSED:**

| | |
|---|---|
| Housing Needs | ☐ |
| Community Services | ☒ |
| Economic Development | ☐ |
| Public Improvements and Public Infrastructure | ☐ |
| Homeless Needs and Services | ☐ |

**VII. GOAL OUTCOME INDICATORS**

| Goal Outcome Indicator | Quantity | Unit of Measure |
|---|---|---|
| Public Service other than Low/Moderate Income Housing Benefit | 1200 | Persons Assisted |

**VIII. CDBG COMMITMENTS:**

For applicants who have received CDBG funding in the last three years and/or have an active award.

| CDBG Award Year | Award Type | Award Amount | Remaining Balance | Timeliness Status |
|---|---|---|---|---|
| 2024-2025 | Public Service | $65,000 | $60,376.11 | On Track to Meet |
| 2023-2024 | Public Service | $30,000 | $5.25 | Met |
| 2022-2023 | Public Service | $21,401.50 | $0 | Met |

## VIIII. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve elderly persons.

## X. CONFORMANCE TO CITY PLANS AND POLICIES:

A. City Priority Need Addressed: Public Services

B. Consolidated Plan Conformance: Conforms

**Exhibit B**

# CDBG Program Year 2025/26 Contract Source

**Program Name:** Madera Parks & Community Services Dept. Aging Svs.
**Agency Name: City of Madera - PCS Dept.**
**Agency Site Address: 701 E. 5th Street**
**Agency City, State, Zip: Madera, CA 93638**
**Agency Phone number: (559) 661-5495**
**Director Name: Joseph Hebert**
**Director Phone: (559) 661-5495**

**Project Description:**

For over 40 years, the City of Madera Parks & Community Services Department has been dedicated to enhancing the quality of life for Madera senior citizens aged 60+. The department offers a variety of services and programs to the diverse needs of the senior community. Key facilities such as the Frank Bergon Senior Center and the Pan-American Community Center serve as central hubs.

**Goals of Clients to be Served:**

| **Number of Goals:** | | |
|---|---|---|
| **Goal :** | Measure of Service | Description |
| **300** | Unduplicated Clients Served | Total unduplicated Clients Served |

**Budget**

| Budget Line Item | Madera | Other Funding | Program Total |
|---|---|---|---|
| Personnel:<br>*If you need more personnel lines, feel free to add them. | | | |
| | | | |
| | | | |
| | | | |
| Benefits | | | |
| Taxes | | | |
| **Subtotal Personnel** | 0 | | |
| Non-Personnel | | | |
| Move-In Assistance | | | |

| | | | |
|---|---|---|---|
| Supplies & Materials | 5000 | | |
| Senior Nutrition/Meals | 33022.45 | | |
| Communications | | | |
| Meetings & Convenings | | | |
| Travel & Transportation | 2000 | | |
| Training | | | |
| Consulting | | | |
| Evaluation | | | |
| Other Lines needed: | | | |
| | | | |
| | | | |
| **Subtotal Non-Personnel** | 40022.45 | | |
| **Total Personnel & Non-Personnel** | 40022.45 | | |
| Indirect Costs | | | |
| **TOTAL** | $ 40,022.45 | | |
| Number of Persons Served: | 300 | | |
| Cost per Individual | $ 133.41 | | |
| | | | |
| **Application Status** | Funded | | |
| **Amount Funded** | 40,022.45 | | |

Report submitted by: Olga Olivia Garcia

Date: 09/03/2025

**Exhibit C**

# *COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS*

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part *5);* Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part *5);* Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. l 251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR l07 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead- based paint requirements of24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section I06 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at SO CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200G) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PROGRAM YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($230,047.00) WITH CITY OF MADERA, PUBLIC WORKS DEPARTMENT**

**WHEREAS**, the City Council has considered approval of the 2025/26 Community Development Block Grant Subrecipient Agreement with the City of Madera Department of Public Works in the amount of $230,047.00 ("Agreement"); and

**WHEREAS**, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

**NOW, THEREFORE**, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the City of Madera Public Works Department.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera Program Year 2025/26 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

**COMMUNITY DEVELOPMENT BLOCK GRANT**
**SUBRECIPIENT AGREEMENT**
**BETWEEN THE CITY OF MADERA AND THE CITY OF MADERA - PUBLIC WORKS DEPARTMENT**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2025, by and between the City of Madera ("City") and CITY OF MADERA PUBLIC WORKS DEPARTMENT, hereafter referred to as "SUBRECIPIENT."

**RECITALS**

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. Otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

**AGREEMENT**

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth ($10^{th}$) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $230,047.00 in fiscal year 2025-2026. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable

local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2025, and shall end its performance June 30, 2026, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

Subrecipient shall maintain all records required by the Federal regulations specified in 24

CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

| TERM | PERIOD DURATION | DUE DATES |
|---|---|---|
| 1st Period | July 1 - September 30 | October 15 |
| 2nd Period | October 1 - December 31 | January 15 |
| 3rd Period | January 1 - March 31 | April 15 |
| 4th Period | April 1 - June 30 | July 15 |

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in **EXHIBIT "A"** insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in **EXHIBIT "B."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "C".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently

has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "A."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer

of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustments in the nature or scope of the program plan set forth in **EXHIBIT "A"** or changes of any line item within the total approved budget contained in **EXHIBIT "B**" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Finance Department - Grants Division shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services

provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity

not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City 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 Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient 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

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 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 form CG 20

10 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.

Maintenance of Coverage

Subrecipient 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 Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Subrecipient 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.

Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider 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 Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Subrecipient.

Notice of Cancellation

Service Provider 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

Subrecipient shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Service Provider 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.

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Division
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
City of Madera - Public Works
Department 1030 S. Gateway Drive
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

***///***

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

| | |
|---|---|
| **CITY OF MADERA:** | City & Public Works Department**:** |
| By: _____<br>Cecilia Gallegos, Mayor | By: _____<br>Arnoldo Rodriguez, City Manager |
| Date: _____ | Date: _____ |
| **ATTEST:** | **APPROVED AS TO LEGAL FORM:** |
| By: _____<br>Alicia Gonzales, City Clerk | By:_____<br>Shannon Chaffin, City Attorney |
| Date: _____ | Date: _____ |

Exhibit A

COMMUNITY DEVELOPMENT BLOCK GRANT COMMITTEE
SCOPE OF WORK SUMMARY
PROGRAM YEAR 2025-2026

**I. PROJECT NAME: Sidewalk and ADA Corner Ramp ( 2025)**

**II. APPLICANT: City of Madera- Public Works Department**

**III. PROJECT DESCRIPTION:**

The proposed project involves the maintenance and repair of existing pedestrian facilities including sidewalks, access curb ramps, and drive approaches. The project includes various location in the City of Madera within CDBG eligible census tracts. The project includes necessary emergency and minor installation of sidewalks of 100 yards or more annually.

**IV. FUNDING PROPOSAL:**

A. CDBG Funds Requested: $225,520
B. Projected Completion Date: June 2026

**V. ANNUAL GOALS SUPPORTED:**

| | |
|---|---|
| Access to Affordable Housing | ☐ |
| Improve Access to Services | ☒ |
| Prevent and Reduce Homelessness | ☐ |
| Administration | ☐ |

**VI. PRIORITY NEEDS ADDRESSED:**

| | |
|---|---|
| Housing Needs | ☐ |
| Community Services | ☐ |
| Economic Development | ☐ |
| Public Improvements and Public Infrastructure | ☒ |
| Homeless Needs and Services | ☐ |

**VII. GOAL OUTCOME INDICATORS**

| Goal Outcome Indicator | Quantity | Unit of Measure |
|---|---|---|
| Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit. | 37,645 | Persons Assisted |

## VIII. CDBG COMMITMENTS:

For applicants who have received CDBG funding in the last three years and/or have an active award.

| CDBG Award Year | Award Type | Award Amount | Remaining Balance | Timeliness Status |
|---|---|---|---|---|
| 2021-2022 | Capital Improvement | $500,000 | $181,222.92 | Met |

## VIIII. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Improvement project as defined by CFR Section 570.201(c).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the residents meet the low-and moderate-income threshold for eligibility

## X. CONFORMANCE TO CITY PLANS AND POLICIES:

A. City Priority Need Addressed: Public Improvement

B. Consolidated Plan Conformance: Conforms

**Exhibit B**

# CDBG Program Year 2025/26 Contract Source

| | |
|---|---|
| **Program Name:** | Sidewalk and ADA Corner Ramp (2025) |
| **Agency Name:** | City of Madera Public Works |
| **Agency Site Adress:** | 1030 South Gateway Drive |
| **Agency City, State, Zip:** | Madera, CA 93637 |
| **Agency Phone number:** | (559) 661-5466 |
| **Director Name:** | Arnoldo Rodriguez (Interim) |
| **Director Phone:** | 559-661-5488 |
| **Project Description:** | Sidewalk and ADA corner ramp installation/upgrades |

**Goals of Clients to be Served:**

| **Number of Goals:** | | |
|---|---|---|
| **Goal :** | Measure of Service | Description |
| **ensure all sidewalks and corner ramps are ADA compliant** | Unduplicated Clients Served | Total unduplicated Clients Served |

**Budget**

| Budget Line Item | Madera | Other Funding | Program Total |
|---|---|---|---|
| Personnel:<br>*If you need more personnel lines, feel free to add them. | | | |
| PW Equipment Operator | $ 60,000.00 | | |
| PW Maintenance Worker II | $ 20,000.00 | | |
| PW Maintenance Technician | $ 20,000.00 | | |
| **Subtotal Personnel** | $ 100,000.00 | | |
| Non-Personnel | | | |
| Supplies & Materials | $ 130,047.00 | | |
| Other Lines needed: | | | |
| | | | |
| | | | |
| **Subtotal Non-Personnel** | $ 130,047.00 | | |
| **Total Personnel & Non-Personnel** | $ 230,047.00 | | |
| Indirect Costs | 0 | | |
| **TOTAL** | $ 230,047.00 | | |
| Number of Persons Served: | | | |
| Cost per Individual | #DIV/0! | | |
| | | | |
| **Application Status** | Funded | | |
| **Amount Funded** | $ 230,047.15 | | |

Report submitted by: Marylin Hall-Zunino

Date: 8/27/2025

**Exhibit C**

## *COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS*

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part *5);* Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part *5);* Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. I 251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR I07 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead- based paint requirements of24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section I06 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at SO CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200G) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PROGRAM YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($413,317.15) WITH CITY OF MADERA, PARKS DEPARTMENT**

**WHEREAS**, the City Council has considered approval of the 2025/26 Community Development Block Grant Subrecipient Agreement with the City of Madera Parks Department in the amount of $413,317.15 ("Agreement"); and

**WHEREAS**, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

**NOW, THEREFORE**, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the City of Madera Parks Department.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera Program Year 2025/26 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

**COMMUNITY DEVELOPMENT BLOCK GRANT**
**SUBRECIPIENT AGREEMENT**
**BETWEEN THE CITY OF MADERA AND THE CITY OF MADERA - PARKS DEPARTMENT**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2025, by and between the City of Madera ("City") and CITY OF MADERA PARKS DEPARTMENT, hereafter referred to as "SUBRECIPIENT."

**RECITALS**

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. Otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

**AGREEMENT**

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth ($10^{th}$) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $413,317.15 in fiscal year 2025-2026. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable

local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2025, and shall end its performance June 30, 2026, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

Subrecipient shall maintain all records required by the Federal regulations specified in 24

CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

| TERM | PERIOD DURATION | DUE DATES |
|---|---|---|
| 1st Period | July 1 - September 30 | October 15 |
| 2nd Period | October 1 - December 31 | January 15 |
| 3rd Period | January 1 - March 31 | April 15 |
| 4th Period | April 1 - June 30 | July 15 |

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in **EXHIBIT "A"** insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in **EXHIBIT "B."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "C".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently

has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "A."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer

of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustments in the nature or scope of the program plan set forth in **EXHIBIT "A"** or changes of any line item within the total approved budget contained in **EXHIBIT "B**" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Finance Department - Grants Division shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services

provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity

not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City 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 Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient 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

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 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 form CG 20

10 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.

Maintenance of Coverage

Subrecipient 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 Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Subrecipient 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.

Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider 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 Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Subrecipient.

Notice of Cancellation

Service Provider 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

Subrecipient shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Service Provider 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.

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Division
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
City of Madera - Parks Department
701 E. 5th Street
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

***///***

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

| | |
|---|---|
| **CITY OF MADERA:** | City & Parks Department**:** |
| By: _____<br>Cecilia Gallegos, Mayor | By: _____<br>Joseph Hebert, Parks Director |
| Date: _____ | Date: _____ |
| **ATTEST:** | **APPROVED AS TO LEGAL FORM:** |
| By: _____<br>Alicia Gonzales, City Clerk | By:_____<br>Shannon Chaffin, City Attorney |
| Date: _____ | Date: _____ |

Exhibit A

COMMUNITY DEVELOPMENT BLOCK GRANT COMMITTEE
SCOPE OF WORK
PROGRAM YEAR 2025-2026

**I. PROJECT NAME: Centennial Park Pool Complex Deck & Facility Improvements**

**II. APPLICANT: Madera Parks & Community Services Department**

**III. PROJECT DESCRIPTION:**

Centennial Park Pool Complex is in the Wells Youth Center. The deck surface around the pool is in bad condition and it isn't draining properly, the storm-drain system needs repairs. More Canopy covered area is necessary and new tables. Pool equipment Building needs reconstruction, much of the equipment is exposed to exterior, and the existing room is in bad condition. The main building where the restrooms are, need remodeling, paint & some repairs.

**IV. FUNDING PROPOSAL:**

A. CDBG Funds Requested: $413,125
B. Projected Completion Date: June 2026

**V. ANNUAL GOALS SUPPORTED:**

| | |
|---|---|
| Access to Affordable Housing | ☐ |
| Improve Access to Services | ☒ |
| Prevent and Reduce Homelessness | ☐ |
| Administration | ☐ |

**VI. PRIORITY NEEDS ADDRESSED:**

| | |
|---|---|
| Housing Needs | ☐ |
| Community Services | ☐ |
| Economic Development | ☐ |
| Public Improvements and Public Infrastructure | ☒ |
| Homeless Needs and Services | ☐ |

**VII. GOAL OUTCOME INDICATORS**

| Goal Outcome Indicator | Quantity | Unit of Measure |
|---|---|---|
| Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit. | 5,793 | Persons Assisted |

## VIII. CDBG COMMITMENTS:

For applicants who have received CDBG funding in the last three years and/or have an active award.

| CDBG Award Year | Award Type | Award Amount | Remaining Balance | Timeliness Status |
|---|---|---|---|---|
| 2023-2024 | Capital Improvement | $215,000 | $0 | Met |

## VIIII. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Improvement project as defined by CFR Section 570.201(c).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the residents meet the low-and moderate-income threshold for eligibility

## X. CONFORMANCE TO CITY PLANS AND POLICIES:

A. City Priority Need Addressed: Public Improvement

B. Consolidated Plan Conformance: Conforms

**Exhibit B**

# CDBG Program Year 2025/26 Contract Source

| | |
|---|---|
| **Program Name:** | Taubert Park |
| **Agency Name:** | City of Madera, Parks & Community Services |
| **Agency Site Adress:** | 701 East 5th Street |
| **Agency City, State, Zip:** | Madera, CA 93638 |
| **Agency Phone number:** | 559-661-5495 |
| **Director Name:** | Joseph Hebert |
| **Director Phone:** | 559-661-5491 |
| **Project Description:** | Centennial Park Pool Complex is located in the Wells Youth center. The deck surface around the pool in in bad condition and it isn't draining properly, the storm-drain system needs repairs. More canopy covered areas, pool equipment, and the on-site building needs renovation. |

**Goals of Clients to be Served:**

| **Number of Goals:** | | |
|---|---|---|
| **Goal :** | Measure of Service | Description |
| **5,793** | Unduplicated Clients Served | Total unduplicated Clients Served |

**Budget**

| Budget Line Item | Madera | Other Funding | Program Total |
|---|---|---|---|
| Personnel:<br>*If you need more personnel lines, feel free to add them. | | | |
| Administration | 13,117.15 | | |
| | | | |
| | | | |
| Benefits | | | |
| Taxes | | | |
| **Subtotal Personnel** | 13,117.15 | | |
| Non-Personnel | | | |
| Move-In Assistance | | | |
| Supplies & Materials | 400,000 | | |
| Equipment | | | |

| | | | |
|---|---|---|---|
| Communications | | | |
| Meetings & Convenings | | | |
| Travel & Transportation | | | |
| Training | | | |
| Consulting | | | |
| Evaluation | | | |
| Other Lines needed: | | | |
| Park Construction & Amenities | | | |
| | | | |
| **Subtotal Non-Personnel** | 400000 | | |
| **Total Personnel & Non-Personnel** | 413,317.15 | | |
| Indirect Costs | | | |
| **TOTAL** | $ 413,317.15 | | |
| Number of Persons Served: | 5,793 | | |
| Cost per Individual | $71 | | |
| | | | |
| **Application Status** | Funded | | |
| **Amount Funded** | $413,317.15 | | |

Report submitted by: Joseph Hebert

Date: 08/28/2025

**Exhibit C**

# *COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS*

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part *5);* Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part *5);* Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. l 251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR l07 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead- based paint requirements of24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section I06 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at SO CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200G) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PROGRAM YEAR 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($10,000) WITH CITY OF MADERA, PARKS DEPARTMENT**

**WHEREAS**, the City Council has considered approval of the 2025/26 Community Development Block Grant Subrecipient Agreement with the City of Madera Parks Department in the amount of $10,000 ("Agreement"); and

**WHEREAS**, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

**NOW, THEREFORE**, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the City of Madera Parks Department.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera Program Year 2025/26 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

*****

**COMMUNITY DEVELOPMENT BLOCK GRANT**
**SUBRECIPIENT AGREEMENT**
**BETWEEN THE CITY OF MADERA AND THE CITY OF MADERA - PARKS DEPARTMENT**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2025, by and between the City of Madera ("City") and CITY OF MADERA PARKS DEPARTMENT, hereafter referred to as "SUBRECIPIENT."

**RECITALS**

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. Otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

**AGREEMENT**

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth ($10^{th}$) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $10,000 in fiscal year 2025-2026. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable

local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2025, and shall end its performance June 30, 2026, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

Subrecipient shall maintain all records required by the Federal regulations specified in 24

CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

| TERM | PERIOD DURATION | DUE DATES |
|---|---|---|
| 1st Period | July 1 - September 30 | October 15 |
| 2nd Period | October 1 - December 31 | January 15 |
| 3rd Period | January 1 - March 31 | April 15 |
| 4th Period | April 1 - June 30 | July 15 |

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in **EXHIBIT "A"** insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in **EXHIBIT "B."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "C".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently

has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "A."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer

of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustments in the nature or scope of the program plan set forth in **EXHIBIT "A"** or changes of any line item within the total approved budget contained in **EXHIBIT "B**" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Finance Department - Grants Division shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services

provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity

not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City 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 Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient 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

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 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 form CG 20

10 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.

Maintenance of Coverage

Subrecipient 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 Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Subrecipient 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.

Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider 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 Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Subrecipient.

Notice of Cancellation

Service Provider 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

Subrecipient shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Service Provider 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.

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Division
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
City of Madera - Parks Department
701 E. 5th Street
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

***///***

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

| | |
|---|---|
| **CITY OF MADERA:** | City & Parks Department**:** |
| By: _____<br>Cecilia Gallegos, Mayor | By: _____<br>Joseph Hebert, Parks Director |
| Date: _____ | Date: _____ |
| **ATTEST:** | **APPROVED AS TO LEGAL FORM:** |
| By: _____<br>Alicia Gonzales, City Clerk | By:_____<br>Shannon Chaffin, City Attorney |
| Date: _____ | Date: _____ |

Exhibit A

COMMUNITY DEVELOPMENT BLOCK GRANT COMMITTEE
SCOPE OF WORK
PROGRAM YEAR 2025-2026

**I. PROJECT NAME: Jim Taubert Park**

**II. APPLICANT: Madera Parks & Community Services Department**

**III. PROJECT DESCRIPTION:** James Taubert Park will be a new park located at 1280 East Olive Avenue, Madera, CA 93638. The park is being primarily funded by Prop 68 funding, and will have such amenities as a playground equipment, basketball court, and table tennis area.

**IV. FUNDING PROPOSAL:**

A. CDBG Funds Requested: $10,000
B. Projected Completion Date: June 2026

**V. ANNUAL GOALS SUPPORTED:**

| | |
|---|---|
| Access to Affordable Housing | ☐ |
| Improve Access to Services | ☒ |
| Prevent and Reduce Homelessness | ☐ |
| Administration | ☐ |

**VI. PRIORITY NEEDS ADDRESSED:**

| | |
|---|---|
| Housing Needs | ☐ |
| Community Services | ☐ |
| Economic Development | ☐ |
| Public Improvements and Public Infrastructure | ☒ |
| Homeless Needs and Services | ☐ |

**VII. GOAL OUTCOME INDICATORS**

| Goal Outcome Indicator | Quantity | Unit of Measure |
|---|---|---|
| Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit. | 4,541 | Persons Assisted |

**VIII. CDBG COMMITMENTS:**
For applicants who have received CDBG funding in the last three years and/or have an active award.

| CDBG Award Year | Award Type | Award Amount | Remaining Balance | Timeliness Status |
|---|---|---|---|---|
| 2023-2024 | Capital Improvement | $215,000 | $0 | Met |

## VIIII. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Improvement project as defined by CFR Section 570.201(c).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the residents meet the low-and moderate-income threshold for eligibility

## X. CONFORMANCE TO CITY PLANS AND POLICIES:

A. City Priority Need Addressed: Public Improvement

B. Consolidated Plan Conformance: Conforms

**Exhibit B**

# CDBG Program Year 2025/26 Contract Source

| | |
|---|---|
| **Program Name:** | Taubert Park |
| **Agency Name:** | City of Madera, Parks & Community Services |
| **Agency Site Adress:** | 701 East 5th Street |
| **Agency City, State, Zip:** | Madera, CA 93638 |
| **Agency Phone number:** | 559-661-5495 |
| **Director Name:** | Joseph Hebert |
| **Director Phone:** | 559-661-5491 |
| **Project Description:** | James Taubert Park will be a new park located at 1280 East Olive Avenue, Madera, CA 93638. The park is being primarily funded by Prop 68 funding, and will have such amenities as a playground equipment, basketball court, and table tennis area. |

**Goals of Clients to be Served:**

| **Number of Goals:** | | |
|---|---|---|
| **Goal :** | Measure of Service | Description |
| **4,541** | Unduplicated Clients Served | Total unduplicated Clients Served |

**Budget**

| Budget Line Item | Madera | Other Funding | Program Total |
|---|---|---|---|
| Personnel:<br>*If you need more personnel lines, feel free to add them. | | | |
| | | | |
| | | | |
| | | | |
| Benefits | | | |
| Taxes | | | |
| **Subtotal Personnel** | 0 | | |
| Non-Personnel | | | |

| | | | |
|---|---|---|---|
| Move-In Assistance | | | |
| Supplies & Materials | | | |
| Equipment | | | |
| Communications | | | |
| Meetings & Convenings | | | |
| Travel & Transportation | | | |
| Training | | | |
| Consulting | | | |
| Evaluation | | | |
| Other Lines needed: | | | |
| Park Construction & Amenities | 10,000 | 1,990,000 | 2,000,000 |
| | | | |
| **Subtotal Non-Personnel** | 10000 | | |
| **Total Personnel & Non-Personnel** | 10000 | | |
| Indirect Costs | | | |
| **TOTAL** | $ 10,000.00 | | |
| Number of Persons Served: | 4541 | | |
| Cost per Individual | 2.202158115 | | |
| | | | |
| **Application Status** | Funded | | |
| **Amount Funded** | 10,000 | | |

Report submitted by: Joseph Hebert

Date: 08/28/2025

**Exhibit C**

# *COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS*

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part *5);* Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part *5);* Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. l 251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR l07 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead- based paint requirements of24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section I06 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at SO CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200G) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

# REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

**Council Meeting of:** September 17, 2025

**Agenda Number:** D-1

**SUBJECT:**

Sixth Amendment to the City Clerk At-Will Employment Agreement

**RECOMMENDATION:**

This report has been prepared at the direction of the City Council (Council), therefore there is no staff recommendation provided. Council is asked to consider and determine whether to adopt the Resolution approving a Sixth Amendment to the City Clerk At-Will Employment Agreement.

**Public Announcement** - *Pursuant to Government Code § 54953 (c) (3), prior to taking action on this item, the Council must orally report a summary of the action being considered. If approved, the proposed amendment to the City Clerk's Employment Agreement will modify the existing agreement as follows:*

- *Provide a 3% cost-of-living (COLA) increase effective 9/6/2025 and a 2% COLA effective 6/13/26*
- *Provide a 3-tier longevity pay program for continued City service*
- *Add Juneteenth as a recognized City holiday*
- *Provide a $1,500 Retention Bonus January 2026 and January 2027*
- *Remove the employee obligation to contribute to the Employer CalPERS Contribution*
- *Set the City's contribution to health benefits equal to the Core + Vision + Dental for 2026 and 2027 plan years, with no automatic increases thereafter without amendment to the agreement*
- *Update family sick leave and bereavement provisions to comply with California law for designated person, leave duration, and reproductive loss leave*

**SUMMARY:**

The Council recently approved new Memorandums of Understanding (MOUs) with its four (4) recognized bargaining units and adopted updated Standard Terms & Conditions for Unrepresented Department Heads (Standard Terms & Conditions). The parties wish to amend the City Clerk Employment Agreement to provide similar economic and ancillary benefits to the unrepresented City Clerk.

**DISCUSSION:**

The City Clerk is a direct report of the City Council and the terms and conditions of her employment are set in an Agreement between the Council and the employee. The current City Clerk's Agreement was initially negotiated and approved in August 2019 and contained benefits similar to other management employees at that time. Since that time, the Agreement was amended as follows:

- *First Amendment: October 7, 2020*
    - Extended term from August 2022 to August 2025
    - Awarded a merit step increase from Step A to Step B for satisfactory job performance effective on her anniversary date of August 26, 2020
- *Second Amendment: October 20, 2021*
    - Awarded a merit step increase from Step B to Step C for satisfactory job performance effective on her anniversary date of August 26, 2021
    - Provided for a one-time lump sum payment of $1,500 to be paid on the October 29, 2021, pay date
- *Third Amendment: December 7, 2022*
    - Awarded a merit step increase from Step C to Step D for satisfactory job performance effective on her anniversary date of August 26, 2022
    - Provided for 2% Cost of Living adjustments effective:
        - 12/31/2022
        - 6/17/2023
        - 12/30/2023
        - 6/15/2024
        - 12/28/2024
    - Provided lump sum payments of $1,500 the first paycheck of July 2023 and July 2024
    - Provided for participation in the City's Holiday Closure between Christmas Day and New Year's Day 2022, 2023, and 2024
- *Fourth Amendment: December 6, 2023*
    - Extended term from August 2025 to August 2026

        - Awarded a merit step increase from Step D to Step E for satisfactory job performance effective on her anniversary date of August 26, 2023
- *Fifth Amendment: November 20, 2024*
    - Extended term two years from August 2026 to August 2028
    - Awarded a merit step increase from Step E to Step F for satisfactory job performance effective on her anniversary date of August 26, 2024
    - Continued eligibility for Holiday Closure if benefit is provided to Mid Management employees

Council has recently approved new MOUs with each of the four (4) recognized bargaining units that provided a core economic package over Fiscal Years (FYs) 2025/26 and 2026/27 as outlined below. This same economic package was also approved for unrepresented department head positions in the updated Standard Terms & Conditions adopted by Council.

- Salary: Cost-of-Living Adjustments (COLAs)
    - 3% of base pay in the pay period that aligned with adoption of MOU and updated Standard Terms & Conditions for each group
    - 2% of base pay July 2026
- Salary: Longevity Pay, 3-tier system based on continuous full-time service

**Table 1:** *Longevity Pay Program*

| *Years of Service* | *Pay Incentive* |
|---|---|
| 10 | 2.5% |
| 15 | 5.0% |
| 20 | 7.5% |

- Health Benefits: City to contribute to health insurance an amount equal to the Core health plan + dental + vision; no automatic adjustments to City contribution after 2027 premiums
- Retention Bonus (paid from undesignated General Fund balance): $1,500 lump sum payment to employees in January 2026 and January 2027

In addition, Council approved ancillary items in each MOU that were specific to the applicable bargaining unit such as education and assignment incentive pays, overtime policy changes, annual boot and uniform allowances, differential pays, and similar items.

Specific to unrepresented department heads, the Standard Terms & Conditions were updated to remove the employee contribution towards the CalPERS Employer Contribution. The CalPERS contribution rate consists of both an Employee Contribution and an Employer Contribution. Each year, CalPERS sets the Employer Contribution rate for the plan based on the normal cost derived by actuarial analysis; Employee Contribution rates are set by statute for classic members and are set to one half of the actuarially calculated normal costs for those who began employment after January 2013 after passage of the Pension Reform Act. With the recent update to the Standard Terms & Conditions, department heads continue to pay the full Employee Contribution to CalPERS but the City will pay the full Employer Contribution without an offset from the individual

employee. This same provision removing the employee contribution towards the CalPERS Employer Contribution was approved in the City Manager's employment agreement that was effective December 2024. At this time, the City Clerk is the only remaining employee with the requirement to contribute towards the CalPERS Employer Contribution.

The proposed Sixth Amendment to the City Clerk's Employment Agreement provides employment terms and benefits consistent to those recently approved for all represented employees and unrepresented department heads. Specifically, the amendment will provide the following.

- *Salary*:
    1. Employee will receive a three percent (3%) COLA effective the pay period beginning September 6, 2025, with paycheck date September 26, 2025.
    2. Employee will receive a two percent (2%) COLA effective the pay period beginning June 13, 2026, with paycheck date July 3, 2026.
- *Health Insurance*: For benefit premium years 2026 and 2027, the City's contribution to health insurance will be calculated as follows. No adjustments will be made for future contributions after 2027 without Council action. At this time, the existing employment agreement for the City Clerk automatically ties the health benefit contribution to Mid Management. If no action is taken to modify the language, this "me too" provision will continue. The proposed language will not change the City's existing obligation at this time, but potentially limit the City's obligation in the future should Council desire.
    - 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, employee will be eligible for Longevity Pay as follows. Specific to the City Clerk, eligibility for the first tier (10 years of service) will not take effect until 2029.

**Table 2:** *Longevity Pay Program*

| *Years of Service* | *Pay Incentive* |
|---|---|
| 10 | 2.5% |
| 15 | 5.0% |
| 20 | 7.5% |

- *Retention Bonus*: Employee will be eligible for a $1,500 lump sum retention bonus to be paid in January 2026 and January 2027.
- *Holidays*: Juneteenth will be a recognized City holiday with business offices closed. Columbus Day will be replaced by Indigenous Peoples Day.

- *CalPERS Employer Contribution*: The City will pay the Employer Contribution and the employee will be responsible for the Employee Contribution effective September 6, 2025.
- *Bereavement Leave*: Language is provided 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. This provision recognizes that City benefits are administered in whole month increments.

**FINANCIAL IMPACT:**

The estimated cost for the proposed amendment is provided in Table 3. These estimated costs include roll-ups to provide total estimated cost. The City Clerk Department is a General Fund Department, however approximately 15% of the total budget is funded through administrative overhead charges against enterprise and special funds.

**Table 3:** *Estimated Costs for modifications to Agreement (rounded to nearest dollar)*

| *Compensation Element* | *Estimated Cost* |
|---|---|
| Year 1: Fiscal Year 2025/26 | |
| 3% COLA (effective pay period beginning 9/6/25; pay date 9/26/25) | $2,800 |
| Longevity (employee not eligible) | - |
| Lump Sum Payment | $1,522 |
| City to pay CalPERS Employer Contribution | $1,983 |
| **Total Year 1** | **$6,305** |
| Year 2: Fiscal Year 2026/27 | |
| COLA | |
| Recurring from Year 1 | $3,363 |
| 2% COLA | $2,309 |
| Longevity (employee not eligible) | - |
| Lump Sum Payment | $1,522 |
| City to pay CalPERS Employer Contribution | $2,798 |
| **Total Year 2** | **$9,992** |

**ALTERNATIVES:**

If the Council does not take action on the resolution, the existing agreement terms will continue. Council may also determine to conduct further negotiations on the Employment Agreement.

**ATTACHMENTS:**

1. Resolution approving Sixth Amendment to the City Clerk At-Will Employment Agreement
    a. Exhibit A: Sixth Amendment to City Clerk At-Will Employment Agreement.
2. City Clerk At-Will Employment Agreement with Amendments 1-5

**Attachment 1: Resolution**

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SIXTH AMENDMENT TO THE CITY CLERK AT-WILL EMPLOYMENT AGREEMENT**

**WHEREAS**, the City of Madera and Alicia Gonzales entered a City Clerk At-Will Employment Agreement ("Agreement") effective August 26, 2019, and amended October 7, 2020; October 20, 2021; December 7, 2022; December 6, 2023; and November 20, 2024; and

**WHEREAS**, the City Council and City Clerk desire to amend the Agreement to reflect terms and benefits recently provided to represented employees and unrepresented department heads.

**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 City Council approves the Sixth Amendment to City Clerk At-Will Employment Agreement, attached hereto as Exhibit A and incorporated by reference.

3. This resolution is effective immediately upon adoption.

* * * * * * * * * * * * * * * * * * * * *

**Exhibit A: Sixth Amendment to City Clerk At-Will Employment Agreement.**

**SIXTH AMENDMENT TO CITY CLERK AT-WILL EMPLOYMENT AGREEMENT**

This Sixth Amendment to the City Clerk At-Will Employment Agreement ("Sixth Amendment") is entered into by and between the City of Madera, California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom agree and understand as follows:

**RECITALS**

A. City and Employee entered into an At-Will Employment Agreement ("Agreement") effective August 26, 2019, and amended October 7, 2020; October 20, 2021; December 7, 2022; December 6, 2023; and November 20, 2024.

B. The City and Employee desire to modify the terms and conditions of the Agreement to provide wage adjustments and benefits consistent with other employees of employer.

**AGREEMENT**

In consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1.** Section 5 of the Agreement titled "Salary" is amended by adding the following paragraphs at the end of said Section 5:

> Effective September 6, 2025, with paycheck date September 26, 2025, Employee will receive a 3% base wage increase.
>
> Effective June 13, 2026, with paycheck date July 3, 2026, Employee will receive a 2% base wage increase.

**SECTION 2**. Section 6, subsection A3 of the Agreement titled "Family Sick Leave" is amended by adding the following to the list of eligible family members:

> 3.1.7 Designated Person (Employee may designate 1 Designated Person per 12-month period)

**SECTION 3.** Section 6, subsection A5 of the Agreement titled "Holidays" is amended by replacing the first paragraph with the following:

> 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.

**SECTION 4.** Section 6, subsection B of the Agreement titled "Disability, Health, and Life Insurance" is amended by replacing paragraph 2 with the following:

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. 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 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
- Waiver will be $450 per month and is subject to proof of other group coverage.

The above formula will apply for rates for the 2026 and 2027 benefit plan years. The City's defined contribution for health insurance will be set at the January 2027 core rates going forward until such time that this agreement is modified through amendment or restatement. There will be no other 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.

**SECTION 5.** Section 6, subsection C of the Agreement titled "Retirement" is amended by adding the following at the end of said Section 6, subsection C:

Effective September 6, 2025, Employee will no longer be required to contribute 2.375% towards the Employer Contribution to CalPERS.

**SECTION 6.** Section 6, subsection D of the Agreement titled "Bereavement Leave" is amended by adding the following at the end of said Section 6, subsection D:

Employee may request use of other leave (vacation, sick or floating holiday) if additional time off is desired in excess of three (3) days.

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. 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.

**SECTION 7.** Section 6 of the Agreement is amended by addition of a new subsection G titled "Longevity Pay" as follows:

In recognition of continuous full-time City employment, Employee 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.

Employee will be eligible for Longevity Pay based on the following table. If 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.

| Years of Service | Percent of Base Salary |
|---|---|
| 10 | 2.5% |
| 15 | 5.0% |
| 20 | 7.5% |

**SECTION 8.** Section 6 of the Agreement is amended by addition of a new subsection H titled "Retention Bonus" as follows:

Employees 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.

**SECTION 9.** Except as amended by this Sixth Amendment, all terms and conditions of the Agreement and First, Second, Third, Fourth, and Fifth Amendments shall continue in full force and effect.

**SECTION 10**. This Sixth Amendment to City Clerk At-Will Employment Agreement shall be effective September 17, 2025.

IN WITNESS WHEREOF, the City of Madera has caused this Sixth Amendment to the Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Deputy City Clerk, and Alicia Gonzales has signed this Sixth Amendment on the day and year first above written.

**EMPLOYEE**

Alicia Gonzales

**CITY OF MADERA**

Cecelia K. Gallegos, Mayor

ATTEST

By: Zelda Leon, Deputy City Clerk

APPROVED AS TO LEGAL FORM

By: Shannon L. Chaffin, City Attorney

**Attachment 2: City Clerk At-Will Employment Agreement with Amendments 1-5**

# CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 7TH day of August, 2019, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom understand as follows:

## Recitals

WHEREAS, Employer desires to employ the services of Alicia Gonzales as City Clerk for the City of Madera; and

WHEREAS, it is the desire of the City Council of the Employer, hereinafter called "Council," to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said City Clerk; and

WHEREAS, Alicia Gonzales desires to be employed as City Clerk for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

## Agreement

### Section 1: TERM

A. The term of this Agreement shall be 3 years commencing on August 26, 2019. The Employer will provide written notice to the Employee on or before May 28, 2022, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The City Clerk shall at all times serve at the pleasure of the Council. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, after August 26, 2019, from her position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

## Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform her duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

   In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Council that she resign, then, in that event, Employee may, at her option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

## Section 3: DUTIES

A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the City Clerk Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the Council may from time to time assign.

B. The City Clerk is exempt from the overtime provisions of the Fair Labor Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Clerk.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. Employee will maintain on file with the Employer her current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Employee becomes mentally or physically incapable of performing the City Clerk job duties, the Employer will comply with the law in regard to separating the City Clerk from employment.

## Section 4: PERFORMANCE EVALUATION

The Council shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the Council. Specific criterion may be added or deleted as the Council may collectively determine.

## Section 5: SALARY

Employer agrees to pay the City Clerk for her services rendered pursuant hereto a base salary of $2,654.86 bi-weekly (City of Madera Salary Schedule Range 419, Step A), payable in installments at the same time as the majority of the Employer's employees. The Council may review and adjust said base salary in such amounts and to such extent as the Council determines, consistent with the published City of Madera Salary Schedule publicly adopted by the City Council of the City of Madera.

Employee desires to take a reduction in her compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after-tax payroll deduction and be equivalent to 2.375% of salary.

## Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

1. Vacation
   Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to Employee 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 |

The maximum vacation Employee is allowed to accumulate is 360 hours.

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 and is in addition to the above accrual schedule.

Employee may request to cash out vacation once each fiscal year. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City. Employees with 0-5 years of City services are eligible to request up to 40 hours of vacation cash out. Employees with 6 or more years of City service are eligible to request up to 80 hours of vacation cash out.

2. 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.

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 this Agreement.

Employee 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 CalPERS service credit.

3. Family Sick Leave
Sick Leave may be used up to the limit of forty-eight hours each calendar year:

3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

3.1.2. Spouse or Registered Domestic Partner

3.1.3. 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.)

3.1.4. Grandparent

3.1.5. Grandchild.

3.1.6. Sibling.

3.2. 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:

3.2.1. A temporary restraining order or restraining order.

3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

3.2.6. 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 12 days (96 hours) of Sick Leave earned per year. 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.

4. Administrative Leave
   In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he 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.

5. Holidays
   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, Independence Day, Labor Day, Columbus 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.

   In addition to the City observed holidays outlined above, Employee 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.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Mid Management Employee Group.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre-tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

E. Retiree Paid Health Insurance

If Employee does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.F. of this agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's 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 her or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed

under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

F. Other

The Council shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the City Clerk, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

## Section 7: TERMINATION

The City Clerk is an at-will employee and serves at the will and pleasure of the Council and may be terminated at any time.

## Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the Employer.

## Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for her professional development and for the good of the Employer.

## Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Clerk. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

## Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

## Section 12: CONFLICT OF INTEREST

A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the City Clerk' employment.

C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

## Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: Council, City of Madera, 205 West Fourth Street, Madera CA 93637
Employee: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

## Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing August 26, 2019.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Interim City Clerk, and Alicia Gonzales has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

Alicia Gonzales

CITY OF MADERA

Andrew J. Medellin, Mayor

ATTEST

Claudia Mendoza, Interim City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

# FIRST AMENDMENT TO CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

This First Amendment to City Clerk At-Will Employment Agreement ("First Amendment") is entered into by and between the City of Madera, California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom agree and understand as follows:

## RECITALS

A. City and Employee entered into an At-Will Employment Agreement ("Agreement") effective August 26, 2019.

B. The City Council has conducted a performance evaluation of Employee and Employee's performance is satisfactory.

C. The City and Employee desire to modify the agreement relating to the term of the Agreement and memorializing a merit step increase.

## AGREEMENT

In consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1.** Subsection A of Section 1 of the Agreement titled "Term" is amended to read as follows:

> The term of the Agreement shall be extended three (3) years from August 26, 2022, thereby extending this Agreement to August 26, 2025. The Employer will provide written notice to the Employee on or before May 28, 2025, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

**SECTION 2.** Section 5 of the Agreement titled "Salary" is amended by adding the following paragraph after the two paragraphs under said Section 5:

> Effective August 26, 2020, Employer agrees to increase the Employee's base salary one merit step to $2,788.05 bi-weekly, which is Step B as set forth in City of Madera Salary Schedule Range 419 payable in installments at the same time as the majority of the Employer's employees.

**SECTION 3.** Except as amended by this First Amendment, all terms and conditions of the Agreement shall continue in full force and effect.

**SECTION 4.** This First Amendment to City Clerk At-Will Employment Agreement shall be effective October 7, 2020.

IN WITNESS WHEREOF, the City of Madera has caused this First Amendment to Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Deputy City Clerk, and Alicia Gonzales has signed this First Amendment on the day and year first above written.

**EMPLOYEE**

Alicia Gonzales

**CITY OF MADERA**

Andrew J. Medellin, Mayor

**ATTEST**

Zelda Leon, Deputy City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

## SECOND AMENDMENT TO CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

This Second Amendment to City Clerk At-Will Employment Agreement ("Second Amendment") is entered into by and between the City of Madera, California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom agree and understand as follows:

### RECITALS

A. City and Employee entered into an At-Will Employment Agreement ("Agreement") effective August 26, 2019 and amended October 7, 2020.

B. The City Council has conducted a performance evaluation of Employee and Employee's performance is satisfactory.

C. The City and Employee desire to modify the agreement to memorialize a merit step increase and award a one-time payment in addition to base salary.

### AGREEMENT

In consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1.** Section 5 of the Agreement titled "Salary" is amended by adding the following paragraph after the three paragraphs under said Section 5:

> Effective August 26, 2021, Employer agrees to increase the Employee's base salary one merit step to $2,927.10 bi-weekly, which is Step C as set forth in City of Madera Salary Schedule Range 419, payable in installments at the same time as the majority of the Employer's employees.
>
> Employee will receive a one-time lump sum $1,500 payment to be paid on the October 29, 2021 pay date, subject to applicable taxes and deductions. The parties agree that this one-time payment does not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes.

**SECTION 2.** Except as amended by this Second Amendment, all terms and conditions of the Agreement and First Amendment shall continue in full force and effect.

**SECTION 3.** This Second Amendment to City Clerk At-Will Employment Agreement shall be effective October 20, 2021.

IN WITNESS WHEREOF, the City of Madera has caused this Second Amendment to Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Deputy City Clerk, and Alicia Gonzales has signed this Second Amendment on the day and year first above written.

**EMPLOYEE**

Alicia Gonzales

**CITY OF MADERA**

Santos Garcia, Mayor

ATTEST

Zelda Leon, Deputy City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

## THIRD AMENDMENT TO CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

This Third Amendment to City Clerk At-Will Employment Agreement ("Third Amendment") is entered into by and between the City of Madera, California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom agree and understand as follows:

### RECITALS

A. City and Employee entered into an At-Will Employment Agreement ("Agreement") effective August 26, 2019 and amended October 7, 2020, and October 20, 2021.

B. The City Council has conducted a performance evaluation of Employee and Employee's performance is satisfactory.

C. The City and Employee desire to modify the agreement to memorialize a merit step increase and provide additional compensation and benefit adjustments.

### AGREEMENT

In consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1.** Section 5 of the Agreement titled "Salary" is amended by adding the following paragraphs after the five paragraphs under said Section 5:

> Effective August 26, 2022, Employer agrees to increase the Employee's base salary one merit step to $3,073.51 bi-weekly, which is Step D as set forth in City of Madera Salary Schedule Range 419, payable in installments at the same time as the majority of the Employer's employees.
>
> Cost of Living Adjustments will be made to base salary as follows:
>
> - Effective the pay period beginning December 31, 2022, with paycheck date January 20, 2023, Employee will receive a 2% base wage increase.
> - Effective June 17, 2023, with paycheck date July 7, 2023, Employee will receive a 2% base wage increase.
> - Effective December 30, 2023, with paycheck date January 19, 2024, Employee will receive a 2% base wage increase.
> - Effective June 15, 2024, with paycheck date July 5, 2024, Employee will receive a 2% base wage increase.
> - Effective December 28, 2024, with paycheck date January 17, 2025, Employee will receive a 2% base wage increase.
>
> In addition to the percent-based wage increases noted above, Employee will receive a lump sum $1,500 payment to be paid on the first regular paycheck on or after July

1, 2023, and July 1, 2024, subject to applicable taxes and deductions. The parties agree that this one-time payment does not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes.

**SECTION 2.** Section 6 of the Agreement titled "Other Terms and Conditions of Employment" is amended by adding the following sub-section 6 under said Section 6A:

6. Holiday Closure
   The City will close non-safety functions of City services between Christmas Day (December 25) and New Years' Day (January 1) for 2022, 2023, and 2024. Employee will be provided her normally scheduled workdays between December 25 and January 1 of the noted years herein as days off with no loss in pay.

**SECTION 3.** Except as amended by this Third Amendment, all terms and conditions of the Agreement and First and Second Amendments shall continue in full force and effect.

**SECTION 4.** This Third Amendment to City Clerk At-Will Employment Agreement shall be effective December 7, 2022.

IN WITNESS WHEREOF, the City of Madera has caused this Third Amendment to Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Deputy City Clerk, and Alicia Gonzales has signed this Third Amendment on the day and year first above written.

**EMPLOYEE**

Alicia Gonzales

**CITY OF MADERA**

Santos Garcia, Mayor

ATTEST

Zelda Leon, Deputy City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

## FOURTH AMENDMENT TO CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

This Fourth Amendment to City Clerk At-Will Employment Agreement ("Fourth Amendment") is entered into by and between the City of Madera, California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom agree and understand as follows:

### RECITALS

A. City and Employee entered into an At-Will Employment Agreement ("Agreement") effective August 26, 2019 and amended October 7, 2020; October 20, 2021; and December 7, 2022.

B. The City Council has conducted a performance evaluation of Employee and Employee's performance is satisfactory.

C. The City and Employee desire to modify the agreement to memorialize a merit step increase and extend the agreement term by one (1) year.

### AGREEMENT

In consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1.** Subsection A of Section 1 of the Agreement titled "Term" is amended by adding the following paragraph to the end of said Subsection A of Section 1:

> The term of the Agreement shall be extended one (1) additional year, thereby extending this Agreement to August 26, 2026. The Employer will provide written notice to the Employee on or before May 28, 2026, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

**SECTION 2.** Section 5 of the Agreement titled "Salary" is amended by adding the following paragraph at the end of said Section 5:

> Effective August 26, 2023, Employer agrees to increase the Employee's base salary one merit step to $3,357.64 bi-weekly, which is Step E as set forth in City of Madera Salary Schedule Range 419, payable in installments at the same time as the majority of the Employer's employees.

**SECTION 3.** Except as amended by this Fourth Amendment, all terms and conditions of the Agreement and First, Second, and Third Amendments shall continue in full force and effect.

**SECTION 4.** This Fourth Amendment to City Clerk At-Will Employment Agreement shall be effective December 6, 2023.

IN WITNESS WHEREOF, the City of Madera has caused this Fourth Amendment to Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Deputy City Clerk, and Alicia Gonzales has signed this Fourth Amendment on the day and year first above written.

**EMPLOYEE**

Alicia Gonzales

**CITY OF MADERA**

Santos García, Mayor

ATTEST

Zelda Leon, Deputy City Clerk

## FIFTH AMENDMENT TO CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

This Fifth Amendment to the City Clerk At-Will Employment Agreement ("Fifth Amendment") is entered into by and between the City of Madera, California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Alicia Gonzales (hereinafter referred to as "Employee"), both of whom agree and understand as follows:

### RECITALS

A. City and Employee entered into an At-Will Employment Agreement ("Agreement") effective August 26, 2019 and amended October 7, 2020; October 20, 2021; December 7, 2022; and December 6, 2023.

B. The City Council has conducted a performance evaluation of Employee and Employee's performance is satisfactory.

C. The City and Employee desire to modify the agreement to memorialize a merit step increase, extend the term, and provide conditions of employment consistent with other employees of employer.

### AGREEMENT

In consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1.** Subsection A of Section 1 of the Agreement titled "Term" is amended by adding the following paragraph to the end of said Subsection A of Section 1:

> The term of the Agreement shall be extended two (2) additional years, thereby extending this Agreement to August 26, 2028. The Employer will provide written notice to the Employee on or before May 28, 2028, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

**SECTION 2.** Section 5 of the Agreement titled "Salary" is amended by adding the following paragraph at the end of said Section 5:

> Effective August 26, 2024, Employer agrees to increase the Employee's base salary one merit step to $3,668.19 bi-weekly, which is Step F as set forth in City of Madera Salary Schedule M-20 with effective date June 15, 2024, Range 419, payable in installments at the same time as the majority of the Employer's employees.

**SECTION 3.** Section 6, subsection A6 of the Agreement titled "Holiday Closure" is amended by replacing the existing paragraph with the following:

Employee will receive the same Holiday Closure benefit as that received by the City of Madera Mid Management Group.

**SECTION 4.** Except as amended by this Fifth Amendment, all terms and conditions of the Agreement and First, Second, Third, and Fourth Amendments shall continue in full force and effect.

**SECTION 5.** This Fifth Amendment to City Clerk At-Will Employment Agreement shall be effective November 20, 2024.

IN WITNESS WHEREOF, the City of Madera has caused this Fifth Amendment to the Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Deputy City Clerk, and Alicia Gonzales has signed this Fifth Amendment on the day and year first above written.

**EMPLOYEE**

Alicia Gonzales

**CITY OF MADERA**

Santos Garcia, Mayor

ATTEST

By: _____
Zelda Leon, Deputy City Clerk

APPROVED AS TO LEGAL FORM

By: _____
Shannon L. Chaffin, City Attorney

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

# REPORT TO CITY COUNCIL

**Approved by:**

Arnoldo Rodriguez, City Manager

**Council Meeting of:** September 17, 2025

**Agenda Number:** D-2

**SUBJECT:**

Award of Contract and Budget Amendment the Airport Apron A2 and Hangar Taxilane Rehabilitation Project

**RECOMMENDATION:**

Adopt a Resolution:

1. Awarding the construction contract for the Apron A2 and Hangar Taxilane Rehabilitation Project to Terra West Construction, Inc. for $2,199,805.00
2. Amending the Fiscal Year 2025-26 Operating Budget, and
3. Adopting a Class 2 (Replacement or Reconstruction) Categorical Exemption under CEQA

**SUMMARY:**

On April 22, 2025, the City received four (4) bids in response to Invitation for Bids (IFB) No. 202425-24 for contractor services related to the rehabilitation of Apron A2 and hangar taxilanes at the Madera Municipal Airport. The scope of work includes removal of the existing asphalt surface course and aggregate base course, recompaction of the existing aggregate base course, and the placement of new asphalt surface course. New airfield markings will also be installed. After evaluation, staff recommends awarding the contract to Terra West Construction, Inc., the lowest responsive and responsible bidder, in the total amount of $2,199,805.00 (Base Bid + Alternate 1 + Alternate 2).

This award is contingent upon the receipt of all Federal Aviation Administration (FAA) grant funding required to finance the project.

**DISCUSSION:**

The scope of work includes the removal of the existing asphalt surface course and aggregate base course, recompaction of the existing aggregate base course, placement of a new asphalt surface course, and installation of new airfield markings.

The required contract time is:

- Base Bid: 25 working days
- Alternate 1: 6 working days
- Alternate 2: 6 working days
- Total Project: 37 working days (excluding one week of asphalt cure time prior to painting)

The figure below illustrates the work areas for the Base Bid and Alternates, with the purple area representing the Base Bid, the red area representing Alternate 1, and the green area representing Alternate 2.

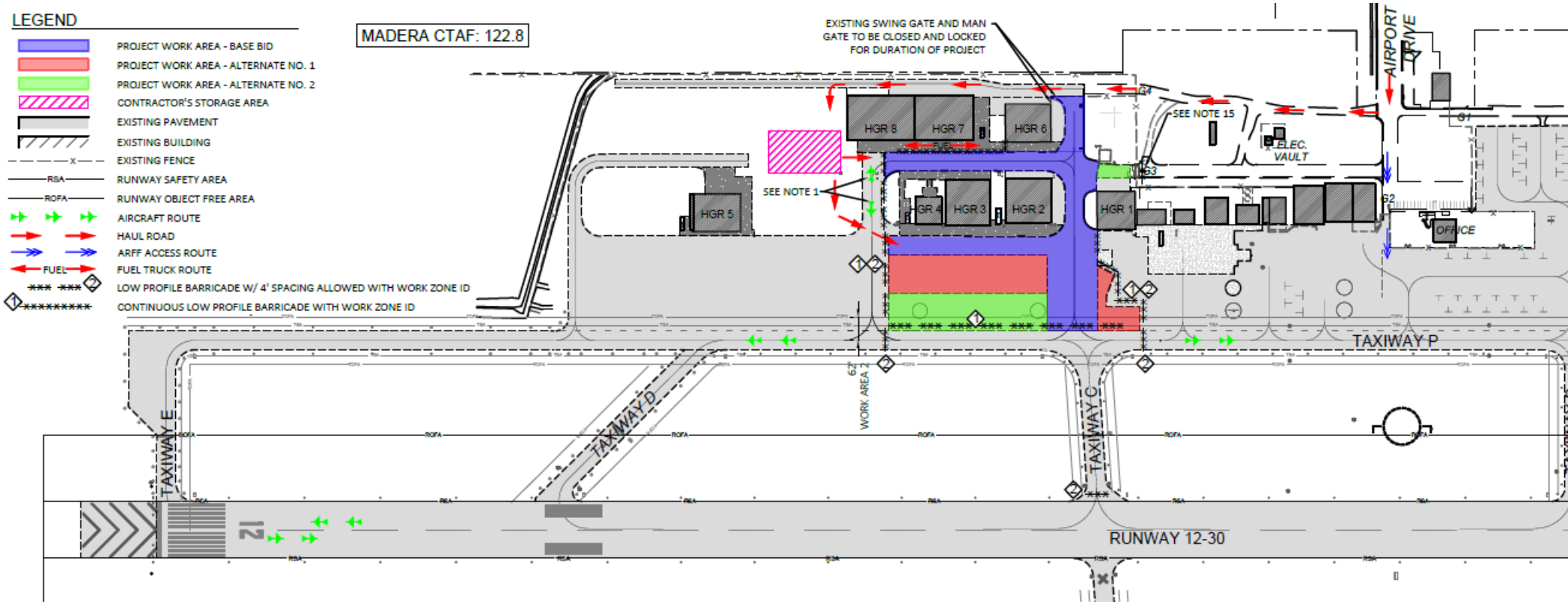



*Figure 1: Airport taxi lane and runway highlighting project scope*

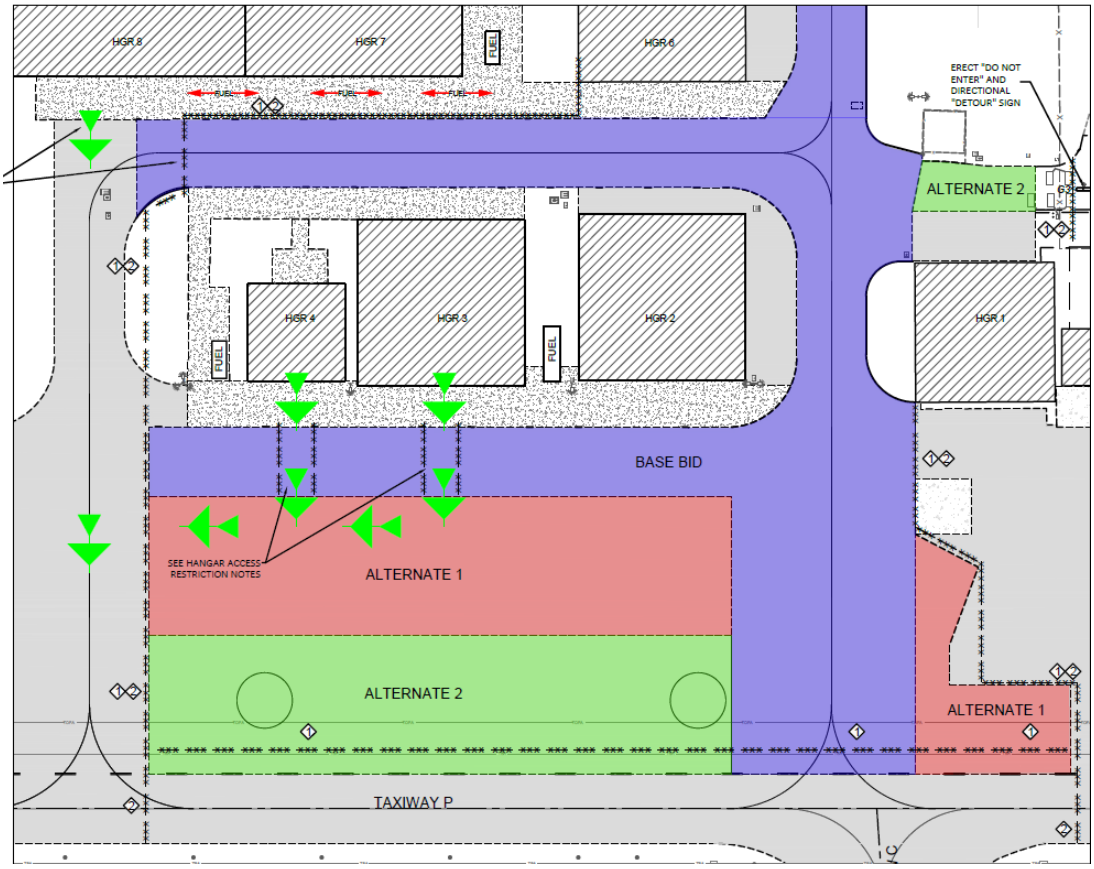



*Figure 2: Enlarged view of project area.*

This project is identified as Airport Improvement Plan (AIP) No. 3-06-0144-____-2025 and is consistent with the City's Airport Capital Improvement Plan (ACIP), which is developed in coordination with the FAA and identifies priority projects that maintain airport safety, efficiency, and long-term viability.

To proceed with the project, staff prepared IFB No. 202425-24. The IFB was released on March 19, 2025, with bids due on Tuesday, April 22, 2025. The IFB notice was duly published in the Madera Tribune on Wednesday, March 19, 2025, and again on Wednesday, March 26, 2025. In addition, the IFB was published on the following platforms:

- City of Madera PlanetBids Vendor Portal
- Construction Bidboard (Ebidboard)
- Dodge Data & Analytics
- Placer Country Contractors Association & Builders Exchange
- Builders' Exchange of San Joaquin
- Central California Builders Exchange
- Valley Builders Exchange

Regarding the bidding process, 100 bidders from the City's online vendor registry were notified. An additional 250 bidders licensed to perform the work identified in the scope of the IFB were notified through PlanetBids. A total of 35 potential bidders downloaded the project bid documents and indicated that they would bid. Bids were ultimately received from four vendors as highlighted on Table 1. The four bids received were evaluated by City staff for responsiveness and cost.

Table 1 shows vendors ranked by cost, with staff recommendation for awarding the contract to Terra West Construction, Inc. being the lowest responsive, responsible bid per the requirements set forth in the project's contract documents.

**Table 1***: Bids Received Ranked by Cost (in US $)*

| *Rank* | *Firm* | *Base Bid Amount* | *Alternate 1 Amount* | *Alternate 2 Amount* | *Total Bid Amount* |
|---|---|---|---|---|---|
| 1 | Terra West Construction, Inc. | 1,138,480.00 | 581,575.00 | 479,750.00 | **2,199,805.00** |
| 2 | Granite Construction Company | 1,335,294.90 | 635,471.50 | 543,737.50 | **2,514,449.90** |
| 3 | Cal Valley Construction, Inc. | 1,474,450.00 | 619,450.00 | 509,065.00 | **2,602,965.00** |
| 4 | Granite Rock Company | 1,512,817.50 | 748,100.00 | 564,957.50 | **2,825,875.00** |

The engineer's initial estimate for the project cost was $1,239,350 for the base bid, $678,250 for Alternate 1, and $564,220 for Alternate 2, for a total of $2,481,820. Terra West Construction, Inc. submitted a bid of $1,138,480 for the base bid, $571,575 for Alternate 1, and $479,750 for Alternate 2, for a total of $2,199,805, which is below the estimated project cost.

On July 16, 2025, the City Council adopted a resolution ratifying FAA grant applications and authorizing the City Manager to accept Airport Infrastructure Grants (AIG) and Airport Improvement Program (AIP) funds for the Madera Municipal Airport. These applications are expected to result in multiple FAA grant awards, including funding for the Apron A2 and Taxilane Rehabilitation Project. The July 16 Council action also authorized pursuit of Caltrans AIP Matching Grants, which will further reduce the City's local funding requirement. On August 20, 2025, City Council adopted a Resolution authorizing the City Manager to execute all documents required to apply for and accept Caltrans funding for the AIP projects.

**ENVIRONMENTAL:**

Staff has performed a preliminary environmental assessment of this project and has determined that it falls withing the Categorical Exemption set form in California Environmental Quality Act (CEQA) Guidelines Section 15302 which exempts replacement and reconstruction projects. Here, the proposed project consists of the replacement or reconstruction of existing airport facilities (taxi lane and apron) where the facilities will be located on the same site as the original facilities,

and will have substantially the same purposes and capacity as the facilities replaced. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 are applicable to this project.

**FINANCIAL IMPACT:**

Initial budget estimates for the Apron A2 and Taxilane Rehabilitation Project were based on projected construction costs, anticipated consulting fees, and expected grant funding. Since then, the City has received updated information on actual grant awards, which differ from the original estimates. The total contract amount of $2,199,805 is $281,830 below the engineer's estimate, and total project costs, including the City's Consultant's design and project management fees, are $2,478,005. Funding will be provided through three FAA grants, one Caltrans Matching Grant, and a local contribution from the Airport Fund, as detailed in Table 2.

**Table 2:** *Grant Funding Breakdown (in US $)*

| Grant | Total Cost | FAA Grant | Cal Trans Match | Local Funding |
|---|---|---|---|---|
| AIG Taxilane Grant | 896,324.00 | 851,508.00 | - | 44,816.00 |
| AIG Apron Grant | 478,356.00 | 323,492.00 | - | 154,864.00 |
| AIP Apron Grant | 1,103,325.00 | 1,048,159.00 | 52,408.00 | 2,758.00 |
| **Total (Apron & Taxilane Rehab)** | **2,478,005.00** | **2,223,159.00** | **52,408.00** | **202,438.00** |

Table 3 provides a breakdown of revenues and expenses incurred from the Apron A2 and Taxilane Rehabilitation Project. The current operating budget includes initial project estimates for both revenue and expense. However, the total projects cost and grant awards exceed initial estimates. Therefore, a budget amendment is required in order to fully fund this project. Resolution contemplated herein includes a budget amendment reflecting these increased revenues and project expenses.

**Table 3:** *Budget Amendment Calculations (in US $)*

| Funding Source | Needed Budget | Adopted Budget | Change to Budget |
|---|---|---|---|
| Grant/Capital Grant (Object 4450) | 2,223,159 | 1,426,500 | 796,659 |
| CalTrans Aeronautic Grant (Object 4419) | 52,408 | 71,325 | (18,917) |
| Budgetary Carryover (Object 4900) | 202,438 | 87,175 | 115,263 |
| Total Revenue | 2,478,005 | 1,585,000 | 893,005 |
| | | | |
| Construction/Infrastructure (Object7050) | 2,199,805 | 1,585,000 | 614,805 |
| Contracted Services (Object 6440) | 58,219 | - | 58,219 |
| Contingency (Object7050) | 219,981 | - | 219,981 |
| **Total Expenses** | **2,478,005** | **1,585,000** | **893,005** |

**ALTERNATIVES:**

If Council chooses not to award the contract to Terra West Construction, it may choose to:

1. Reject all bids and re-advertise the project. This option would allow the City to seek new bids; however, it could extend the project timeline and potentially increase costs. It may also affect the City's ability to meet FAA funding deadlines.

2. Defer action at this time. Council could postpone the award of contract; however, this may impact the timing of construction and the availability of FAA and Caltrans grant funds, which are allocated within specific fiscal years.

3. Award the Base Bid only (excluding one or both alternates). This approach would reduce immediate project costs; however, may defer necessary pavement restoration work, potentially requiring future rehabilitation. Because the full scope was included in the ACIP and tied to current grant funding, this may limit opportunities for future FAA funding.

**ATTACHMENTS:**

1. Resolution Awarding IFB IFB No. 202425-24 to Terra West Construction for the Airport Apron A2 and Hangar Taxilane Rehabilitation Project
    a. Exhibit A: Construction Agreement
    b. Exhibit B: Budget Amendment Sheet

**ATTACHMENT 1**

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AWARDING IFB NO. 202425-24 TO TERRA WEST CONSTRUCTION IN THE AMOUNT OF $2,199,805.00 FOR THE REHABILITATION OF APRON A2 AND HANGAR TAXILANES AT THE MADERA MUNICIPAL AIRPORT, CONTINGENT UPON RECEIPT OF FEDERAL AVIATION ADMINISTRATION GRANT FUNDING, AND APPROVING A BUDGET AMENDMENT OF $893,005 FOR THE SAME**

**WHEREAS**, the City of Madera ("City") has identified the need to rehabilitate Apron A2 and associated taxilanes at the Madera Municipal Airport to maintain safe and efficient operations; and

**WHEREAS**, the City of Madera released an Invitation for Bids (IFB) No. 202425-24 calling for the rehabilitation of Apron A2 and Hangar Taxilanes at the Madera Municipal Airport; and

**WHEREAS**, the IFB NO. 202425-24 was released on March 19, 2025; and

**WHEREAS,** the IFB NO. 202425-24 was duly noticed and published accordingly; and

**WHEREAS**, a total of four bids were received as of the published deadline of April 22, 2025; and

**WHEREAS,** Terra West Construction submitted the lowest responsible bid at $2,199,805.00 (Base Bid + Alternate 1 + Alternate 2); and

**WHEREAS**, the City wishes to enter into a Construction Agreement with Terra West Construction for the completion of the work contingent upon the receipt of Federal Aviation Administration funding; and

**WHEREAS**, an agreement has been prepared that is in the best interests of the City and Terra West Construction; and

**WHEREAS**, the City previously adopted a budget including preliminary estimates for project costs, consulting fees, and anticipated grant revenues; and

**WHEREAS**, subsequent to adoption of the budget, the City has received updated information on awarded grant funding from the Federal Aviation Administration (FAA) and Caltrans, which differ from the original estimates; and

**WHEREAS**, the total contract amount awarded for construction is $2,199,805, and total project costs including consultant services are $2,478,005; and

**WHEREAS**, funding for the Apron A2 and Taxilane Rehabilitation Project will be provided through a combination of Federal Aviation Administration grant funding, a Caltrans Matching Grant, a local contribution from the Airport Fund; and

**WHEREAS**, the adopted budget did not include sufficient appropriations to fully fund the updated project costs and revenues; and

**WHEREAS**, a budget amendment in the amount of $893,005 is required to reflect the increased revenues and expenses associated with this project; and

**WHEREAS**, approval of this budget amendment will ensure the City's compliance with grant requirements and allow timely completion of the Apron A2 and Taxilane Rehabilitation 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 has performed a preliminary environmental assessment of this project, and as a result the City Council determines this project falls withing the Categorical Exemption set form in California Environmental Quality Act (CEQA) Guidelines Section 15302 which exempts replacement and reconstruction projects as the proposed project consists of the replacement or reconstruction of existing airport facilities (taxi lane and apron) where the facilities will be located on the same site as the original facilities, and will have substantially the same purposes and capacity as the facilities replaced. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 are applicable to this project. As such, the City Council adopts a categorical exemption under Guidelines Section 15302 for this project.
3. The City Council of the City of Madera does hereby accept the four bids received for this project, finds that Terra West Construction is the lowest responsive and responsible bidder, and contingent upon the receipt of Federal Aviation Administration funding for the project, awards a construction contract for the IFB NO. 202425-24 Rehabilitation of Apron A2 and Hangar Taxilane at the Madera Municipal Airport Project in the amount of $2,199,805.00 to Tera West Construction. Said contract is attached hereto as Exhibit A and incorporated herein.
4. This Resolution is effective immediately upon adoption.

*******

**Exhibit A: Construction Agreement**

**CONSTRUCTION AGREEMENT**
**IFB 202425-24 Rehabilitate Apron A2 and Hangar**
**Taxilanes Madera Municipal Airport, AIP 3-06-0144-___-2025**

**This Construction Agreement ("Agreement")** is made between the City of Madera, hereinafter called "**OWNER" or "CITY"** and Terra West Construction, 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 202425-24 Rehabilitate Apron A2 and Hangar Taxilanes Madera Municipal Airport, AIP 3-06-0144-___-2025**."

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.

2. 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 thirty seven (37) working days, consisting of twenty five (25) working days for the Base Bid, six (6) working days for Alternate 1, and six (6) working days for Alternate 2, beginning on date of written Notice to Proceed. No working days will be charged for one week of AC cure before paint.

The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of $2,199,805.00, 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 September 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 $2,199,805.00 (Base Bid + Alternate 1 + Alternate 2) ("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 G:**

A. CONTRACTOR Complete Bid as Submitted on April 22, 2025
B. Addenda No. 1, dated 04/07/2025
C. Addenda No. 2, dated 04/10/2025
D. Addenda No. 3, dated 04/15/2025
E. Insurance Requirements for Contractors as specified in IFB
F. IFB 202425-24 Rehabilitate Apron A2 and Hangar Taxilanes Madera Municipal Airport, AIP 3-06-0144-___-2025
G. Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects (Division III Federal Provisions, Part C)
H. General Wage Decision CA 20220018

6. Liquidated Damages. In the event the CONTRACTOR fails to complete the WORK within the time specified in Section 3, or within such additional time as may be granted by written change order or formal extension authorized by the OWNER, the CONTRACTOR shall pay to the OWNER liquidated damages in the amount of **three thousand dollars ($3,000) per calendar day** for each and every day that completion of the WORK extends beyond the required completion date.

Requests for additional time must be submitted in writing to the OWNER within **ten (10) calendar days** after the occurrence of the event giving rise to the delay and shall include a detailed explanation of the cause and duration of the delay. No extension of time shall be effective unless approved in writing by the OWNER.

The CONTRACTOR acknowledges that actual damages to the OWNER from such delay would be impracticable or extremely difficult to determine and agrees that the liquidated damages specified herein represent a fair and reasonable estimate of such damages and are not a penalty.

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. 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 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 **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.

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.

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.

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 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:
   Luis V. Garcia
   Terra West Construction, Inc.
   1030 Gettysburg Avenue, Suite 107

Clovis, CA 93611

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 Fresno.

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.

33. Time is of the Essence. Time is of the essence in this Agreement. **CONTRACTOR** agrees and acknowledges that the work must be timely completed, as delays affect critical airport operations.

**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)**

By: _____
Cecilia K. Gallegos, Mayor

Date: _____

APPROVE AS TO FORM:

_____
Shannon L. Chaffin, City Attorney

Date: _____

**CONTRACTOR**

By: _____
Contractor (signature)

Date: _____

_____
Printed Name and Title

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

ATTEST:

_____
Alicia Gonzales, City Clerk

Date: _____

NOTE: This Notary Acknowledgment 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)

**Exhibit A**

## SECTION C * BID DOCUMENTS
## BIDDER'S CHECKLIST
## MADERA MUNICIPAL AIRPORT * REHABILITATE APRON A2 AND HANGAR TAXILANES
## AIP NO. 3-06-0144-___-2025 * IFB 202425-24

**SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS.** Bidders shall complete and submit all documents marked with an "X" in the "REQUIRED" column for bids to be considered responsive.

REQUIRED

[X] 1. **BID FORM,** PAGES C-2 THRU C-6
[X] 2. **BID SCHEDULE,** PAGES C-7 THRU C-15
[X] 3. **BID DEPOSIT** attached to front of Proposal in the form of:
[ ] Certified Check [X] Bidder's Bond (Pages C-16 – C-17)
[ ] Cashier's Check [ ] Irrevocable Letter of Credit
[ ] Certificate of Deposit
[X] 4. **DESIGNATION OF SUBCONTRACTORS**, PAGE C-18
[X] 5. **CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS,** PAGES C-19 THRU C-21
[X] 6. **BIDDER'S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EEO CLAUSE,** PAGE C-22
[X] 7. **CERTIFICATES REGARDING DEBARMENT,** PAGE C-23
[X] 8. **TRADE RESTRICTION CERTIFICATION**, PAGES C-24 THRU C-25
[X] 9. **CERTIFICATION REGARDING LOBBYING**, PAGE C-26
[X] 10. **NONCOLLUSION AFFIDAVIT**, PAGE C-27
[X] 11. **CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE,** PAGES C-28 THRU C-30
[X] 12. **CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS,** PAGE 31
[X] 13. **CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS,** PAGE C-32
[X] 14. **CERTIFICATION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT,** PAGE C-33
[X] 15. **IRAN CONTRACTING ACT CERTIFICATION**, PAGE C-34
[X] 16. **FLEET COMPLIANCE CERTIFICATE** – PAGE C-35
[X] 16. **DBE/SMALL BUSINESS INFORMATION** – These forms can be submitted with the bid or no later than 4:00 p.m. on the fourth business day following the date of bid opening to remain eligible for award to the City of Madera, Attention Jennifer Stickman, 1030 South Gateway Drive, Madera, CA 93637:
[X] **BIDDER'S LIST COLLECTION FORM** - PAGES C-36 THRU C-37
[X] **FOSTERING SMALL BUSINESS PARTICIPATION FORM**, PAGE C-38
[X] **NON-CERTIFIED SMALL BUSINESS VERIFICATION FORM**, PAGE C-39

SUBMITTED BY:

Name of Company Terra West Construction Inc. Contact Name Ramon Medina

Address 1030 Gettysburg Ave., Suite 107 City Clovis State CA Zip 93612

Email estimating@terrawestconstruction.com Phone No. (559) 252-1356 Fax No. (559) 390-0483

Documents required on the checklist but not included may render your bid non-responsive and ineligible for award. Bids received by the City of Madera by the scheduled bid opening time will be opened and publicly read but are subject to verification that all the required documents have been submitted.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

# BID FORM

Bid Opening Date: Tuesday, April 22, 2025
Hour of Bid Opening: 2:00 P.M.

Place of Bid Opening:
PlanetBids
https://pbsystem.planetbids.com/portal/54016/portal-home

TO: The City of Madera, State of California:

The undersigned bidder declares that he has carefully examined the Plans and Specifications, Instructions to Bidders, General Conditions, Contract Form and Bond Forms including Addenda No.(s) 1, 2, 3 to the project described as follows:

**MADERA MUNICIPAL AIRPORT**
**MADERA, CALIFORNIA**
**REHABILITATE APRON A2 AND HANGAR TAXILANES**
**AIP NO. 3-06-0144-___-2025**
**IFB 202425-24**

The City shall conduct a Pre-bid Conference on Wednesday, April 2, 2025, at 10:00 A.M. at the following location: Airport Manager's Office, Madera Municipal Airport, Madera, California. All interested bidders are invited to attend.

The undersigned bidder further declares that he has made an examination of the site of the proposed work and has made such investigations as are necessary to determine the character of the materials to be handled, the probable interference due to airport operations and other conditions to be encountered, independently of the indications of the Plans, that he has examined the Schedule of Wages of the U.S. Department of Labor and the general prevailing wage rates for all public projects of the State of California and hereby accepts the same and certifies that the higher of the two rates shall be paid for labor connected with this project. That if this proposal is accepted, he will contract with the City of Madera, in the form of Contract hereto annexed; will, to the extent of his bid, provide any and all necessary machinery, tools, and apparatus, and other means of construction; and will furnish all material and labor as specified or called for by the plans as is necessary to complete the work in the manner specified and in accordance with the requirements of the City of Madera.

In the performance of this project, the undersigned agrees to abide by all of the Contract requirements contained in the Specifications and all documents. It is further certified that the Schedule of Wages contained in the project specifications have been examined and the prices bid in this proposal are based on the higher of the two above-mentioned schedules.

The work, in general, consists of the removal of the existing asphalt surface course and aggregate base course, recompaction of the existing aggregate base course, and the placement of new asphalt surface course. New airfield markings will be installed. This project is being bid with a Base Bid and two alternates, as shown on the Construction Safety and Phasing Plan, Sheet No. 2 of the Construction Drawings.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

The undersigned agrees that he will order all materials and equipment under this contract and will commence work within ten (10) days after receiving written notice to proceed and that he will complete the work within twenty five (25) working days of written Notice to Proceed for the Base Bid, within six (6) working days of written Notice to Proceed for Alternate 1, and within six (6) working days of written Notice to Proceed for Alternate 2, for a total of thirty seven (37) working days for the total project. No working days will be charged for one week of AC cure before paint.

The undersigned further agrees that should he fail to complete any segment of work in the time specified, he will pay liquidated damages in the amount of $3,000 for each consecutive calendar day thereafter to the City as prescribed in these specifications.

The undersigned further declares that this proposal is made according to the provisions and under the terms of the contract documents bound herewith; and in accordance with the accompanying plans, which plans and the aforementioned contract documents are hereby made a part of this proposal.

The bidder further declares that he will accept the unit prices and/or lump sum prices as hereinafter written in the Bid Schedule of this proposal as full payment for the proposed work.

It is understood that the award of this project is contingent upon a grant offer from the Federal Aviation Administration and acceptance of the grant offer by the City of Madera.

It is understood that City reserves the right to reject this proposal and that it shall remain open and not be withdrawn for a period of one hundred fifty (150) days from the date prescribed for its opening.

It is understood that the City reserves the right to increase or decrease the quantities of items bid in the contract with no change in the unit prices bid, provided the change in a major item (20 percent of total bid) does not exceed 25 percent.

Attached hereto and incorporated herein, in compliance with Section 4100-4113 of the Government Code of the State of California, is a "Designation of Subcontractors."

It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within one hundred fifty (150) days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to City in accordance with the proposal as accepted, together with the insurance documents specified in Insurance Requirements for Contractors of these specifications, and will also furnish and deliver to City the Performance Bond and Payment bond as herein specified, all within ten (10) days after personal delivery or deposit in the mails, as the case may be, of the notification of award and that the work under the contract shall be commenced by the undersigned bidder on the date to be stated in City's notice to proceed, and shall be completed in the time specified in the agreement for construction or any modification thereto duly made by change order.

Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below:

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

_____
_____
_____

The undersigned bidder declares that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the undersigned bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal and has not directly or indirectly colluded or agreed with any bidder or anyone else to put in a sham proposal or to refrain from bidding; that the undersigned bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix his bid price or the bid price of any other bidder, or to fix any overhead, profit or cost advantage against the City or anyone interested in this proposed contract; that the only persons or parties interested in this proposal as principals are those named herein; that all statements contained in this proposal are true; that the undersigned bidder has not directly, or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any other person, partnership, corporation, or association except to such person or persons as have a direct financial interest in bidder's general business; and that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and he will comply with such provisions before commencing the performance of the work of this contract.

Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy, the words, unless obviously incorrect, shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

Accompanying this proposed bid is ___bidder's bond_____ (insert words, "cash," "cashier's check," "certified check," or "bidder's bond," as the case may be) of the (name of surety if bid bond submitted) in an amount equal to at least ten percent (10%) of total of the bid. If the enclosure is a check or bond, it is made payable to the City of Madera.

The names of all persons interested in the foregoing proposal as principals are as follows: (Stockholders and limited partners need not be listed unless they are officers or employees of the corporation or limited partnership. All general partners and corporate officers shall be listed. If a stockholder or partner is a firm, list the principles of that firm, as stated herein.)

(If bidder or other interested person is a corporation, it must furnish a certificate attesting to corporate existence and authority of officers to sign contracts and other documents. State legal name of corporation, names of the president, secretary, treasurer, and manager thereof.)

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| NAME | BUSINESS ADDRESS | INTEREST (owner, partner, etc.) |
|---|---|---|
| Luis V. Garcia | 1030 Gettysburg Ave. Suite 107, Clovis, CA. 93611 | President/Treasurer |
| Ramon Medina | 1030 Gettysburg Ave. Suite 107, Clovis, CA. 93611 | Corporate Secretary |

Attach additional sheets if necessary

By submission of a bid, a bidder certifies possession of duly issued and valid Contractor's license issued by the State of California will be obtained prior to award of the contract, which license authorizes bidder to contract to perform the type of work required by the specifications.*

Licensed in accordance with an Act providing for the Registration of Contractors:

License No.: 924631

Class of License: A, C12

DIR Registration No. 1000712358

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: Luis V. Garcia

Relationship to Bidder: Owner/President

*If bidder does not hold a valid contractor's license at the time of bidding, leave these lines blank. At the time of award of the contract the apparent low bidder shall be required to hold a valid contractor's license and to submit this information to the Owner.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

Signature of Bidder:

Terra West Construction, Inc.
CONTRACTOR

1030 Gettysburg Avenue, Suite 107
Street Address

Clovis, CA. 93611
City, State & Zip

Sign here:

By: Ramon Medina
Type Name

-AND-

Sign here:

By: Luis V. Garcia
Type Name

(559) 252-1356
Telephone (Include Area Code)

estimating@terrawestconstruction.com
Email Address

(CORPORATE SEAL)

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and a corporate seal; if bidder is a copartnership, the true names of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

**MADERA MUNICIPAL AIRPORT**
**MADERA, CALIFORNIA**

**REHABILITATE APRON A2 AND HANGAR TAXILANES**

**AIP NO. 3-06-0144-___-2025**
**IFB 202425-24**

## BID SCHEDULE

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| ***BASE BID*** | | | | |
| 1 | 1 LS | SWPPP Submitted by Qualified SWPPP Developer (QSD) and SWPPP Implementation and Monitoring (C-103)<br>Eighteen thousand Dollars<br>and zero Cents<br>Lump Sum | $ 18,000.00 | $ 18,000.00 |
| 2 | 1 LS | Mobilization (C-105)<br>Ninety thousand Dollars<br>and zero Cents<br>Lump Sum | $ 90,000.00 | $ 90,000.00* |
| 3 | 1 LS | Marking and Lighting of Closed Airport Facilities (C-106)<br>Eighty-eight thousand Dollars<br>and zero Cents<br>Lump Sum | $ 88,000.00 | $ 88,000.00 |
| 4 | 2,000 CY | Muck Excavation (P-152)<br>Fifty Dollars<br>and zero Cents<br>per Cubic Yard | $ 50.00 | $ 100,000.00 |
| 5 | 1,000 CY | Subbase Course (P-154)<br>Sixty Dollars<br>and zero Cents<br>per Cubic Yard | $ 60.00 | $ 60,000.00 |

*Mobilization shall be limited to 10 percent of the total Base Bid.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| 6 | 2,900 SY | Geogrid (P-154)<br>Nine Dollars<br>and zero Cents<br>per Square Yard | $ 9.00 | $ 26,100.00 |
| 7 | 11,400 SY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Pulverize, Mix, Excavate, Haul, and Stockpile (P-207)<br>Three Dollars<br>and zero Cents<br>per Square Yard | $ 3.00 | $ 34,200.00 |
| 8 | 1,000 CY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Place and Compact as ASB (P-207)<br>Forty-one Dollars<br>and zero Cents<br>per Cubic Yard | $ 41.00 | $ 41,000.00 |
| 9 | 100 CY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Haul, and Dispose Off Site (P-207)<br>Forty Dollars<br>and zero Cents<br>per Cubic Yard | $ 40.00 | $ 4,000.00 |
| 10 | 1,400 Tons | Crushed Aggregate Base Course (P-209)<br>Eighty-three Dollars<br>and zero Cents<br>per Ton | $ 83.00 | $ 116,200.00 |
| 11 | 11,400 SY | Scarify and Recompact Existing Aggregate Base Course (P-209)<br>Two Dollars<br>and zero Cents<br>per Square Yard | $ 2.00 | $ 22,800.00 |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| 12 | 3,000 Tons | Asphalt Surface Course (P-401)<br>One hundred sixty-six Dollars<br>and zero Cents<br>per Ton | $ 166.00 | $ 498,000.00 |
| 13 | 10 Tons | Emulsified Asphalt Prime Coat (P-602)<br>Five hundred Dollars<br>and zero Cents<br>per Ton | $ 500.00 | $ 5,000.00 |
| 14 | 5.0 Tons | Emulsified Asphalt Tack Coat (P-603)<br>Seven hundred fifty Dollars<br>and zero Cents<br>per Ton | $ 750.00 | $ 3,750.00 |
| 15 | 1,220 Ln.Ft. | Joint Sealing Filler (P-605)<br>Nine Dollars<br>and zero Cents<br>per Linear Foot | $ 9.00 | $ 10,980.00 |
| 16 | 250 LF | Concrete Cap Existing Utilities (P-610)<br>Fifty Dollars<br>and zero Cents<br>per Linear Foot | $ 50.00 | $ 12,500.00 |
| 17 | 1,350 SF | Marking (P-620)<br>five Dollars<br>and zero Cents<br>per Square Foot | $ 5.00 | $ 6.750.00 |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| 18 | 120 Lbs. | Reflective Media (P-620)<br>Ten Dollars<br>and zero Cents<br>per Pound | $ 10.00 | $ 1,200.00 |
| | | ***TOTAL BASE BID AMOUNT*** | $ 1,138,480 | |

Total Base Bid Amount (In Words): One million, one hundred thirty-eight thousand, four hundred eighty Dollars

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| *ADDITIVE ALTERNATE 1* | | | | |
| 1-1 | 1 LS | Mobilization (C-105)*<br>Fifty thousand Dollars<br>and zero Cents<br>Lump Sum | $ 50,000.00 | $ 50,000.00 |
| 1-2 | 1,400 CY | Muck Excavation (P-152)<br>Forty seven Dollars<br>and zero Cents<br>per Cubic Yard | $ 47.00 | $ 65,800.00 |
| 1-3 | 900 CY | Subbase Course (P-154)<br>Fifty-six Dollars<br>and zero Cents<br>per Cubic Yard | $ 56.00 | $ 50,400.00 |
| 1-4 | 2,100 SY | Geogrid (P-154)<br>Nine Dollars<br>and zero Cents<br>per Square Yard | $ 9.00 | $ 18,900.00 |
| 1-5 | 5,900 SY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Pulverize, Mix, Excavate, Haul, and Stockpile (P-207)<br>Three Dollars<br>and zero Cents<br>per Square Yard | $ 3.00 | $ 17,700.00 |
| 1-6 | 500 CY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Place and Compact as ASB (P-207)<br>Forty-one Dollars<br>and zero Cents<br>per Cubic Yard | $ 41.00 | $ 20,500.00 |
| *Mobilization shall be limited to 10 percent of the total Alternate 1. | | | | |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| 1-7 | 50 CY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Haul, and Dispose Off Site (P-207)<br>Thirty-six Dollars<br>and zero Cents<br>per Cubic Yard | $ 36.00 | $ 1,800.00 |
| 1-8 | 1,000 Tons | Crushed Aggregate Base Course (P-209)<br>Eighty-three Dollars<br>and zero Cents<br>per Ton | $ 83.00 | $ 83,000.00 |
| 1-9 | 5,900 SY | Scarify and Recompact Existing Aggregate Base Course (P-209)<br>Two Dollars<br>and zero Cents<br>per Square Yard | $ 2.00 | $ 11,800.00 |
| 1-10 | 1,550 Tons | Asphalt Surface Course (P-401)<br>One hundred sixty-six Dollars<br>and zero Cents<br>per Ton | $ 166.00 | $ 257,300.00 |
| 1-11 | 5.0 Tons | Emulsified Asphalt Prime Coat (P-602)<br>Five hundred Dollars<br>and zero Cents<br>per Ton | $ 500.00 | $ 2,500.00 |
| 1-12 | 2.5 Tons | Emulsified Asphalt Tack Coat (P-603)<br>Seven hundred fifty Dollars<br>and zero Cents<br>per Ton | $ 750.00 | $ 1,875.00 |
| | | ***TOTAL ALTERNATE 1 AMOUNT*** | $ 581,575.00 | |

Total Alternate 1 Bid Amount (In Words): Five hundred eighty-one thousand, five hundred seventy-five Dollars

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| ***ADDITIVE ALTERNATE 2*** | | | | |
| 2-1 | 1 LS | Mobilization (C-105)*<br>Forty thousand Dollars<br>and zero Cents<br>Lump Sum | $ 40,000.00 | $ 40,000.00 |
| 2-2 | 1,100 CY | Muck Excavation (P-152)<br>Forty-seven Dollars<br>and zero Cents<br>per Cubic Yard | $ 47.00 | $ 51,700.00 |
| 2-3 | 700 CY | Subbase Course (P-154)<br>Sixty-three Dollars<br>and zero Cents<br>per Cubic Yard | $ 63.00 | $ 44,100.00 |
| 2-4 | 1,600 SY | Geogrid (P-154)<br>Nine Dollars<br>and zero Cents<br>per Square Yard | $ 9.00 | $ 14,400.00 |
| 2-5 | 5,000 SY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Pulverize, Mix, Excavate, Haul, and Stockpile (P-207)<br>Three Dollars<br>and zero Cents<br>per Square Yard | $ 3.00 | $ 15,000.00 |
| 2-6 | 450 CY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Place and Compact as ASB (P-207)<br>Forty-one Dollars<br>and zero Cents<br>per Cubic Yard | $ 41.00 | $ 18,450.00 |
| *Mobilization shall be limited to 10 percent of the total Alternate 2. | | | | |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| 2-7 | 50 CY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Haul, and Dispose Off Site (P-207)<br>Forty Dollars<br>and zero Cents<br>per Cubic Yard | $ 40.00 | $ 2,000.00 |
| 2-8 | 800 Tons | Crushed Aggregate Base Course (P-209)<br>Eighty Dollars<br>and zero Cents<br>per Ton | $ 80.00 | $ 64,000.00 |
| 2-9 | 5,000 SY | Scarify and Recompact Existing Aggregate Base Course (P-209)<br>Two Dollars<br>and zero Cents<br>per Square Yard | $ 2.00 | $ 10,000.00 |
| 2-10 | 1,300 Tons | Asphalt Surface Course (P-401)<br>One hundred sixty-six Dollars<br>and zero Cents<br>per Ton | $ 166.00 | $ 215,800.00 |
| 2-11 | 4.0 Tons | Emulsified Asphalt Prime Coat (P-602)<br>Five hundred Dollars<br>and zero Cents<br>per Ton | $ 500.00 | $ 2,000.00 |
| 2-12 | 2.0 Tons | Emulsified Asphalt Tack Coat (P-603)<br>Seven hundred fifty Dollars<br>and zero Cents<br>per Ton | $ 750.00 | $ 1,500.00 |
| 2-13 | 130 SF | Marking (P-620)<br>Five Dollars<br>and zero Cents<br>per Square Foot | $ 5.00 | $ 650.00 |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| 2-14 | 15 Lbs. | Reflective Media (P-620)<br>Ten Dollars<br>and zero Cents<br>per Pound | $ 10.00 | $ 150.00 |
| | | ***TOTAL ALTERNATE 2 AMOUNT*** | $ 479,750.00 | |

Total Alternate 2 Bid Amount (In Words): Four hundred seventy-nine thousand, seven hundred fifty Dollars

| | |
|---|---|
| Base Bid Amount | $ 1,138,480.00 |
| Base Bid + Alternate No. 1 | $ 1,720,055.00 |
| Base Bid + Alternate No. 1 + Alternate 2 | $ 2,199,805.00 |

**NOTES:**

1. **In the event the product of a unit price and an estimated quantity do not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid.**
2. **In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.**
3. **The Owner reserves the right to award the contract on the basis of the Base Bid only or the Base Bid plus Alternate No. 1 or the Base Bid plus Alternate 1 plus Alternate 2 as set forth in the Advertisement for Bids and noted herein depending on available funding from the Federal Aviation Administration.**

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

## BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Terra West Construction Inc, as Principal, and Swiss Re Corporate Solutions America Insurance Corporation, as Surety, are held and firmly bound unto the City of Madera, State of California, (hereinafter called "City") in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of Bid Amount

($10% of Bid Amount). The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on April 22nd, 2025, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

Madera Municipal Airport Rehabilitate Apron A2 and Hangar Taxilines AIP NO 3-06-0144-2025 IFB202425-25.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within one hundred fifty (150) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City and Judgment is recovered, then Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this 21st day of April, 2025.

Terra West Construction Inc (SEAL)

(SEAL)

Ramon Medina (SEAL)
Secretary

PRINCIPAL

Swiss Re Corporate Solutions America Insurance Corporation

(SEAL)

(SEAL)

Natalie Guillozet, Attorney-In-Fact (SEAL)

SURETY

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

## GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

DANIEL PECK, DARREN JOHNSON, NATALIE GUILLOZET, NICHOLE FISHER, CAITLIN ELSASSER,
KYLE HERNANDEZ, and BRIANNE BOBO

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

By_____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By_____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 4TH day of JUNE, 20 24

**Swiss Re Corporate Solutions America Insurance Corporation**
**Swiss Re Corporate Solutions Premier Insurance Corporation**
**Westport Insurance Corporation**

State of Illinois
County of Cook ss

On this 4TH day of JUNE, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
CHRISTINA MANISCO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires March 28, 2026

Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of April, 20 25.

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

**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 Fresno )

On 4/21/25 before me, Caitlin Elsasser, Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Natalie Guillozet
*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.

CAITLIN ELSASSER
Notary Public - California
Fresno County
Commission # 2511123
My Comm. Expires Feb 12, 2029

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 Caitlin Elsasser
*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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## DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 et seq. of the Government Code of the State of California, and any amendments thereof, the undersigned bidder has set forth below:

(a) The name and location of the place of business of each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be performed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the undersigned's total bid; and

(b) The portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (0.5%) of the undersigned's total bid. The undersigned shall list only one subcontractor for each such portion.

(c) An indication as to which subcontractors or suppliers are DBE.

Note: When there is a failure to list a subcontractor, the law provides that the prime Contractor agrees to do the work himself, and that said prime Contractor agrees that he is fully qualified to perform such work.

| Portion of Work | Percent of Total Contract | Subcontractor | Address | License No.* | DIR No. |
|---|---|---|---|---|---|
| Joint Seal | 5.0 | Austin Enterprise | P O Box 81926 | 764893 | 1000001896 |
| | | | Bakersfield, CA. 93380 | | |
| | | | | | |
| Striping | 3.7 | Centerline Striping | 9847 Dino Drive | 499345 | 1000004030 |
| | | | Elk Grove, CA. 95624 | | |
| | | | | | |
| | | | | | |

By _____
(Bidder's Signature)

*An inadvertent error in California contractor license number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive as long as the corrected Contractor's license number is submitted to the City by the prime contractor within 24 hours of the bid opening.

*If subcontractor does not hold a valid contractor's license at the time of bidding, leave this column blank. At the time of award of the contract the subcontractor shall be required to hold a valid contractor's license.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

**CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**
**(SEE SECTION 20-02 OF THE FAA GENERAL CONTRACT PROVISIONS)**

The undersigned bidder certifies that he/she is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under terms of the contract documents. Bidder further certifies that he/she is skilled and regularly engaged in the general class and type of work called for in the contract documents.

In accordance with the requirements, the bidder represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he/she is aware of such peculiar risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction with the respect to such hazards.

LIST OF SIMILAR PROJECTS:

1. Project Name: Airport Apron Reconstruction Project
   Owner: City of Reedley
   Construction Cost: $1,525,307
   Construction Time: 60 Calendar Days
   Owner's Representative: Sara Reid
   Owner's Telephone No.:(559) 637-4203
   Date of substantial or final completion: February 22, 2023

2. Project Name: Bush Street Overlay
   Owner: City of Lemoore
   Construction Cost: $875,259
   Construction Time: 90 Calendar Days
   Owner's Representative: Frank Rivera
   Owner's Telephone No.:(559) 924-6744
   Date of substantial or final completion: September 23, 2022

3. Project Name: Paving Districtwide B-2022
   Owner: Clovis Unified
   Construction Cost: $1,047,825
   Construction Time: 45 Calendar Days
   Owner's Representative: Christopher Smith
   Owner's Telephone No.:(559) 349-4276
   Date of substantial or final completion: August 4, 2022

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

4. Project Name: Hermosa Street Improvements Project
   Owner: City of Lindsay
   Construction Cost: $1,593,301
   Construction Time: 60 Calendar Days
   Owner's Representative: Neyba Amezcua
   Owner's Telephone No.: (559) 562-7109
   Date of substantial or final completion: May 31, 2023

5. Project Name: Site Improvements for Madera Community Resource Center
   Owner: Madera County Superintendent of Schools
   Construction Cost: $1,584,885
   Construction Time: 90 Calendar Days
   Owner's Representative: Opie Riar
   Owner's Telephone No.: (559) 706-0134
   Date of substantial or final completion: November 29, 2024

6. Project Name: Sutter Avenue Paving Improvements: Railroad to Manning
   Owner: City of San Joaquin
   Construction Cost: $1,095,941
   Construction Time: 65 Calendar Days
   Owner's Representative: Roberto Orozco
   Owner's Telephone No.: (209) 280-9787
   Date of substantial or final completion: July 31, 2023

7. Project Name: City of Sanger Local Streets Improvement
   Owner: City of Sanger
   Construction Cost: $1,071,946
   Construction Time: 45 Calendar Days
   Owner's Representative: Sergio Alvarado
   Owner's Telephone No.: (559) 244-3123
   Date of substantial or final completion: September 9, 2024

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

LIST OF EQUIPMENT TO BE USED ON THE PROJECT:

| | |
|---|---|
| See attached list | |
| | |
| | |
| | |
| | |
| | |

LIST OF KEY PERSONNEL AVAILABLE FOR THE WORK:

| Name | Job Responsibility |
|---|---|
| Luis V. Garcia | President/Foreman |
| Cesar Reyes | Project Superintendent |
| Ramon Medina | Sr. Project Manager |
| Jose Ruvalcaba | Project Manager |
| Raegen Foreman | Safety Coordinator |
| | |
| | |
| | |

Terra West Construction, Inc.
Name of Bidder


Signature of Bidder

924631
Contractor's License No.

Secretary
Title of Signator

April 22, 2025
Date

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

# TERRA WEST CONSTRUCTION EQUIPMENT LIST

| EIN | Veh Type | Veh Manufacturer | Veh Model | Veh MY | Eng Model |
|---|---|---|---|---|---|
| NC5V98 | Rollers | VOLVO | AP 240 | 2011 | QSB3 |
| NP8K84 | Pavers | VOLVO | D6J | 2019 | D6J |
| DW3M46 | Rollers | HAMM | HD110i | 2016 | 2016 |
| RK7W64 | Rollers | HAMM | HD110i | 2017 | 2017 |
| JN8L93 | Rollers | HAMM | HD110i | 2017 | 2017 |
| NU4R85 | Pavers | VOGELE | VISION 5203-2 | 2012 | QSB 6.7 C-240 |
| WK3A46 | Tractors/Loaders/Backhoes | CASE | 570NXT | 2014 | F5HFL413D*A |
| SF8T56 | Excavators | SANY HEAVY IND CO LTD | 4TNV88C-PSY | 2022 | 4NNPAC |
| VS4U44 | Excavators | XCMG | XE210CU | 2016 | QSB6.7 |
| JB5A83 | Tractors/Loaders/Backhoes | CASE | 570 NST | 2014 | FPT Industrial |
| VK4F36 | Tractors/Loaders/Backhoes | CATERPILLAR | 950K | 2014 | C7.1 |
| KU9K86 | Rollers | HAMM | HD12 | 2020 | D1703 |
| BA6K93 | Graders | CATERPILLAR | 140H | 2006 | 3176 |
| HW8J79 | Graders | DEERE | 772G | 2010 | 6090HDW01A,B |
| DS7T59 | Compactor | CATERPILLAR | CP56 | 2011 | C6.6 |
| TB4N87 | Pavers | VOGELE | VISION 5203-2 | 2009 | QSB 6.7 C-240 |
| ST3X69 | Tractors/Loaders/Backhoes | CASE | 570 Case | 2005 | 4-930 |
| CE3N46 | Rollers | HAMM | HD12 | 2020 | D1703 |
| YE9C64 | Graders | CATERPILLAR | 140H | 2007 | 3176 |
| LS6J47 | Graders | CATERPILLAR | 140H | 2002 | 3176 |
| KP6V78 | Tractors/Loaders/Backhoes | CASE | 570N EP | 2017 | F5HFL463D*F |
| WM3H46 | Other Construction Equipment | CATERPILLAR | CB434D | 2008 | 3054C |
| SX5X79 | Excavators | OTHER | 50D | 2011 | 4TNV88-BPHB |

**BIDDER'S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EEO CLAUSE**

The Bidder shall complete the following statement by checking the appropriate lines:

*The Bidder has ☒ has not ☐ participated in a previous contract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

*The Bidder has ☐ has not ☒ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated in a previous contract subject to the Equal Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I," prior to the award of contract:

*NOTE: Failure to complete these boxes may be grounds for rejecting bid.

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.



Signature

Terra West Construction, Inc.
(Name of Bidder)

April 22, 2025
Date

Ramon Medina-Secretary
(Name & Title of Signing Official)

Business Address 1030 Gettysburg Avenue, Suite 107

Clovis, CA. 93612

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

## CERTIFICATES REGARDING DEBARMENT

### CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DATE April 22, 2025 SIGNED BY 
Ramon Medina

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

## TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

DATE April 22, 2025 SIGNED BY _____
Ramon Medina

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

## CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned 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 sub-recipients 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.

DATE April 22, 2025 SIGNED BY _____
Ramon Medina

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

AFFIDAVIT MUST BE NOTARIZED

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

STATE OF CALIFORNIA )
) ss.
COUNTY OF Fresno )

I Ramon Medina (Name), being first duly sworn, deposes and says that he or she is Corporate Secretary (Title) of Terra West Construction, Inc. (Firm Name) the party making the foregoing bid 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.

TITLE OF CONTRACT MADERA MUNICIPAL AIRPORT * REHABILITATE APRON A2 AND HANGAR TAXILANES

CONTRACT NO. AIP NO. 3-06-0144__-2025*IFB 202425-24

_____
(Signature)

AFFIDAVIT MUST BE NOTARIZED

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

# CALIFORNIA JURAT

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 Fresno )

Subscribed and sworn to (or ~~affirmed~~) before me on this 18th day of April, 20 25, by Ramon Medina,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

NRO1 RAEGEN M. FOREMAN COMM. #2409192 Notary Public - California Fresno County My Comm. Expires June 27, 2026 NRO1

(Seal)

Signature Raegen M. Foreman

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

This certificate is attached to a document titled/for the purpose of

Non Collusion Affidavit
Madera Municipal Airport
Rehabilitate Apron A2 & HANGAR
Taxilines. AIP NO. 3-06-0144- -2025

containing 1 pages, and dated .

**Additional Information**

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # Entry #

Notary contact:

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe:

© Copyright 2007-2021 Notary Rotary, PO Box 41400, Des Moines, IA 50311-0507. All Rights Reserved. Item Number 101884. Please contact your Authorized Reseller to purchase copies of this form.

## CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 2 Waiver (Nonavailability) -** The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

| | |
|---|---|
| April 22, 2025 | |
| Date | Signature |
| Terra West Construction, Inc. | Corporate Secretary |
| Company Name | Title |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

## CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

| | |
|---|---|
| April 22, 2025 |  |
| Date | Signature |
| Terra West Construction, Inc. | Corporate Secretary |
| Company Name | Title |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

**CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

1) The applicant represents that it is (  ) is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is (  ) is not (X) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency**: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

April 22, 2025
Date


Signature

Terra West Construction, Inc.
Company Name

Corporate Secretary
Title

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

**DATE** April 22, 2025 **SIGNED BY** _____

Ramon Medina

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

## IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

**Madera Municipal Airport, Madera, California, Rehabilitate Apron A2 and Hangar Taxilanes, AIP No. 3-06-0144-___-2025, IFB 202425-24** ("Project" or "Contract")

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars ($1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

☐ 1. Bidder's total bid is less than one million dollars ($1,000,000).

**OR**

☒ 2. Bidder's total bid is one million dollars ($1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

**OR**

☐ 3. Bidder's total bid one million dollars ($1,000,000) or more, but the City has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the City is included with Bid**.

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

**DATE** April 22, 2025 **SIGNED BY** 

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

## FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

☒ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

California Environmental Protection Agency

# Air Resources Board

**January 1, 2025**

## CERTIFICATE OF REPORTED COMPLIANCE
## OFF-ROAD DIESEL VEHICLE REGULATION

**is issued to**

**TERRA WEST CONSTRUCTION INC.**

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires** 2/28/2026

Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

**Off-road Diesel Fleet Identification**

**114601**

To verify the authenticity of this certificate, enter this number at

California Environmental Protection Agency

# Air Resources Board

## January 1, 2025

## CERTIFICATE OF REPORTED COMPLIANCE
## OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

# CENTERLINE STRIPING COMPANY INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void **Certificate expires 2/28/2026**

Jack Brouwer
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

**5457**

To verify the authenticity of this certificate enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

California Environmental Protection Agency

# Air Resources Board

**January 1, 2025**

## CERTIFICATE OF REPORTED COMPLIANCE
## OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

# AUSTIN ENTERPRISE

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**

Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

**2698**

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

**Exhibit B**

# ADDENDUM NO. 1

**DATE:** April 7, 2025

**TO:** Planholders

**RE:** MADERA MUNICIPAL AIRPORT, REHABILITATE APRON A2 AND HANGAR TAXILANE, AIP NO. 3-06-0144-0XX-2025, IFB 202425-24

This addendum forms a part of the construction documents. It responds to questions posed at the pre-bid meeting, updates the Department of Labor Wage Determination, replaces Sheet 6 of the plans, includes the pre-bid meeting sign-in sheet, and revises the basis of award.

Bidders are required to acknowledge receipt of this addendum on the sheet included with bid package. Failure to acknowledge receipt of this addendum may subject bidder to disqualification.

## ADDENDUM NO. 1 CONTAINS THE FOLLOWING:

The Basis of Award of the contract shall be updated to the following in all relevant locations in the bid documents:

> This project is being bid with a Base Bid and two alternates. The lowest responsible bidder will be determined based on the total of the Base Bid plus Alternate 1 plus Alternate 2. Award of the contract will be dependent upon available funding from the Federal Aviation Administration. The City may elect to award the project with the Base Bid only or the Base Bid plus Alternate No. 1 or the Base bid plus Alternate 1 plus Alternate 2, depending on funds available.

**Addendum Attachments**

| Qty (Sheets) | Description | Size |
|---|---|---|
| 1 | Response to Questions from Pre-bid Meeting Held April 2, 2025 | 8.5x11 |
| 83* | Part D – Department of Labor Wage Determination | 8.5x11 |
| 1 | Plans – Replace Sheet 6 – Typical Sections with attached Sheet 6, Typical Sections, Addendum No. 1 Adds Concrete Cap Existing Utilities Detail. | 24x36 |
| 1 | A Pre-bid Meeting was held at the Madera Municipal Airport on Wednesday, April 2, 2025, at 10:00 am. The Sign-in Sheet for this Pre-bid Meeting is attached | 11x8.5 |

*Add Department of Labor Wage Determination, Pages WD-1 through WD-83.

**The date of the Bid Opening is Friday, April 18, 2025, at 2:00 P.M.**

**Submit bids to the City of Madera through the City's PlanetBids vendor portal at** https://pbsystem.planetbids.com/portal/54016/portal-home.

Melissa S. Brandley

Melissa S. Brandley, P.E.
Project Engineer

Acknowledgement of receipt of Addendum No. 1 shall be entered in the space provided in the first paragraph of the Bid Form.

This addendum is hereby made part of the Request for Proposals to the same extent as though it was originally included therein. Each proposer shall submit a copy of receipt of this Addendum on the Request for Proposal Submittal.

**MADERA MUNICIPAL AIRPORT**
**MADERA, CALIFORNIA**

**REHABILITATE APRON A2 AND HANGAR TAXILANE**

**AIP NO. 3-06-0144-0XX-2025**
**IFB 202425-24**

## RESPONSES TO CONTRACTOR QUESTIONS FROM PRE-BID MEETING (4-2-25)

Question: Is there a DBE goal?

Response. The airport has established a DBE goal in accordance with 49 CFR Part 26. The DBE goal for the airport is established as entirely race neutral per guidance from the FAA. When implementing a DBE goal in a race neutral environment the DBE goal is not published in the bid documents and meeting a DBE goal or providing good faith efforts are not required for the award of the contract. Since the airport is receiving federal funding for the airport improvement project, DBE and small business participation is highly encouraged and the airport is required to report usage of DBEs and small businesses to the FAA on an annual basis. In order to meet the Airport's reporting requirements, the awarded contractor will be required to provide reporting on DBE and small business usage for the project.

Question: Is there a stockpile area?

Response. Yes, Plan sheet 2 shows the location of the designated Contractor's Storage Area which can also be used as a temporary stockpile area during construction.

Question: Does the FDR include cement treating?

Response. No.

Question: Is a gate guard required for trucking?

Response. Per note 14 on plan sheet 2, Contractor shall use gate g4 and this gate shall remain closed at all times except when authorized equipment is actually entering the airport. During continuous use of a gate for delivery of equipment or materials, contractor shall request that the airport place the gate in a locked open state; contractor shall provide a flagger, trained by the airport and place the flagger at the open gate to keep unauthorized personnel and wildlife from entering the airport.

Question: Will there be any badging or special training requirements for being onsite?

Response. No badging requirements, but there will be general safety training provided by the Airport/Brandley Engineering at the start of the project.

Question: What is the anticipated start date?

Response. Start date depends on FAA receipt of grant. The FAA grant is expected to be received by the City prior to Sept. 15, 2025 but exact timing is not know. No later than September 15th. Specifications state "no bidder may withdraw his bid for a period of one hundred fifty (150) days after the date set for opening thereof". The City would accept submittals ahead of award at the Contractor's risk if desired.

"General Decision Number: CA20250018 03/21/2025

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 |

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 |

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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 |

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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 |

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BRCA0003-001 08/01/2024

| | Rates | Fringes |
|---|---|---|
| MARBLE FINISHER | $ 42.06 | 19.80 |

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BRCA0003-003 08/01/2024

| | Rates | Fringes |
|---|---|---|
| MARBLE MASON | $ 61.72 | 30.31 |

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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 |

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BRCA0003-008 07/01/2024

| | Rates | Fringes |
|---|---|---|
| TERRAZZO FINISHER | $ 44.93 | 20.98 |
| TERRAZZO WORKER/SETTER | $ 60.58 | 29.79 |

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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 |

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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 |

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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.

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CARP0034-003 07/01/2021

| | Rates | Fringes |
|---|---|---|
| Piledriver | $ 54.10 | 34.69 |

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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

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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 |

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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 |

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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

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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

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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

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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

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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

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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

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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

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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 |

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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 |

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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 |

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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.

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ELEC0006-007 06/01/2024

SAN FRANCISCO COUNTY

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 91.25 | 3%+45.315 |

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ELEC0100-002 03/01/2025

FRESNO, KINGS, AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 49.00 | 29.62 |

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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.

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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

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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.

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ELEC0302-001 03/01/2025

CONTRA COSTA COUNTY

| | Rates | Fringes |
|---|---|---|

CABLE SPLICER.....$ 74.54 36.09
ELECTRICIAN.....$ 66.26 35.84

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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.

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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.

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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.

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ELEC0595-001 06/01/2024

ALAMEDA COUNTY

| | Rates | Fringes |
|---|---|---|
| CABLE SPLICER | $ 84.18 | 3%+44.68 |
| ELECTRICIAN | $ 73.20 | 3%+44.68 |

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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 |

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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.

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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 06/01/2024

SAN MATEO COUNTY

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 82.00 | 48.05 |

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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.

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ELEC0684-001 12/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 48.50 | 30.09 |

CABLE SPLICER = 110% of Journeyman Electrician

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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.

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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.

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* 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;

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PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, 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

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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

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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

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* 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

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* 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

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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

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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.

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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.

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LABO0073-003 07/01/2023

SAN JOAQUIN COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| Mason Tender-Brick | $ 36.29 | 25.55 |

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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

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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.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and 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"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0073-009 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.

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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.

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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

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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.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter;

Dri-pak-it machine; Faller, logloader and 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"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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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.

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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.

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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.

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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

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LABO0270-005 07/01/2023

MONTEREY AND SAN BENITO COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| Mason Tender-Brick | $ 36.29 | 25.55 |

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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.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and 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"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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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.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and 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"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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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.

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LABO0294-001 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (Brick) | | |
| Mason Tender-Brick..... | $ 36.29 | 25.55 |

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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.

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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

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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.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and 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"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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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.

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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.

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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.

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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

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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.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and 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"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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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.

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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.

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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.

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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

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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.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and 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"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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.

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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.

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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.

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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

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LABO1130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| Mason Tender-Brick | $ 36.29 | 25.55 |

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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.

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LABORER CLASSIFICATIONS

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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

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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

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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"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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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.

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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.

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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

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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 |

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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 |

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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.

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PAIN0016-022 01/01/2025

SAN FRANCISCO COUNTY

| | Rates | Fringes |
|---|---|---|
| PAINTER | $ 57.00 | 28.04 |

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PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

| | Rates | Fringes |
|---|---|---|
| GLAZIER | $ 44.33 | 28.88 |

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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 |

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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.

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PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

| | Rates | Fringes |
|---|---|---|
| SOFT FLOOR LAYER | $ 38.53 | 23.19 |

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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.

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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

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PAIN1237-003 01/01/2024

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

| | Rates | Fringes |
|---|---|---|
| SOFT FLOOR LAYER | $ 48.54 | 26.59 |

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PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

| | Rates | Fringes |
|---|---|---|
| PLASTERER | $ 42.41 | 30.73 |

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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 |

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PLAS0300-005 07/01/2016

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER | $ 32.15 | 23.27 |

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PLUM0038-001 07/01/2023

SAN FRANCISCO COUNTY

| | Rates | Fringes |
|---|---|---|
| PLUMBER (Plumber, Steamfitter, Refrigeration Fitter) | $ 85.50 | 48.98 |

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PLUM0038-005 07/01/2023

SAN FRANCISCO COUNTY

| | Rates | Fringes |
|---|---|---|
| Landscape/Irrigation Fitter (Underground/Utility Fitter) | $ 72.68 | 32.91 |

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PLUM0062-001 01/01/2025

MONTEREY AND SANTA CRUZ COUNTIES

| | Rates | Fringes |
|---|---|---|
| PLUMBER & STEAMFITTER | $ 55.00 | 42.35 |

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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 |

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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 07/01/2023

ALAMEDA & CONTRA COSTA COUNTIES

| | Rates | Fringes |
|---|---|---|
| PIPEFITTER | | |
| CONTRA COSTA COUNTY | $ 74.00 | 47.45 |
| PLUMBER, PIPEFITTER, STEAMFITTER | | |
| ALAMEDA COUNTY | $ 74.00 | 47.45 |

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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 |

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PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

| | Rates | Fringes |
|---|---|---|
| PLUMBER/PIPEFITTER | $ 68.76 | 46.63 |

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PLUM0442-001 01/01/2025

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

COUNTIES

| | Rates | Fringes |
|---|---|---|
| PLUMBER & STEAMFITTER | $ 55.95 | 37.64 |

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PLUM0467-001 07/01/2024

SAN MATEO COUNTY

| | Rates | Fringes |
|---|---|---|
| Plumber/Pipefitter/Steamfitter | $ 83.75 | 40.65 |

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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.

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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 |

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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 |

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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)).

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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.

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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

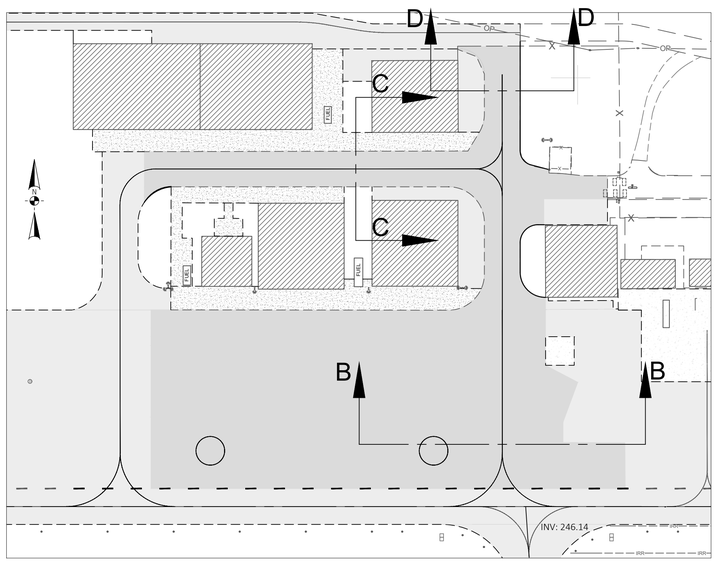
The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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"




LOCATION MAP

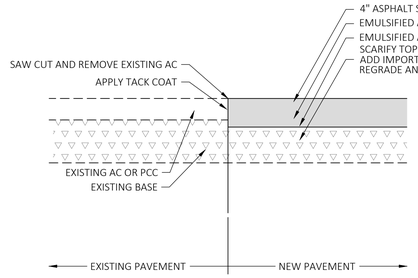
NOTES:

1. CONTRACTOR SHALL REMOVE EXISTING AC AND REMOVE/REGRADE EXISTING AB TO DEPTH OF 4" BELOW DESIGNED FINISHED GRADE SURFACE. EXISTING AC PAVEMENT SHALL BE SAW CUT AT MATCH LINES. SEE SHEET 4 - DEMOLITION PLAN. GRINDINGS FROM PAVEMENT REMOVAL SHALL BE STOCKPILED FOR USE AS RECYCLED AGGREGATE SUBBASE (P-207) SHOULD ANY BE REQUIRED FOR SUBGRADE STABILIZATION. SEE SHEET 6 - TYPICAL SECTIONS. ANY UNUSED MATERIALS SHALL BE HAULED OFF AND DISPOSED OFF-SITE..

2. AFTER REMOVAL OF EXISTING PAVEMENT, ANY AREAS OF EXISTING BASE COURSE LOWER THAN 4" BELOW THE DESIGN FINISHED GRADE SHALL HAVE NEW IMPORTED AGGREGATE BASE COURSE PLACED, SCARIFIED WITH EXISTING BASE COURSE, AND COMPACTED TO 4" BELOW FINISHED GRADE.

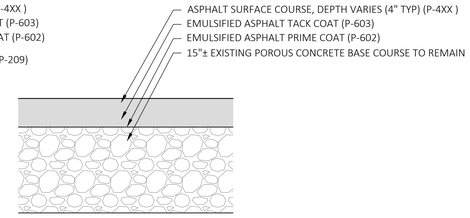
3. AS-BUILT PLANS INDICATE THERE IS APPROXIMATELY 9 INCHES OF EXISTING AGGREGATE BASE COURSE. THE TOP 6 INCHES SHALL BE SCARIFIED AND RECOMPACTED PER SPEC SECTION P-209. CARE SHALL BE TAKEN TO NOT CONTAMINATE OR SEGREGATE THE EXISTING AGGREGATE BASE COURSE.

4. A PESTICIDE CONTAMINATED DITCH PREVIOUSLY EXISTED ALONG THE ALIGNMENT SHOWN ON THIS PLAN. THE MITIGATION FOR THIS CONDITION CONSISTED OF CLEANING THE DITCH, FILLING THE DITCH WITH COMPACTED SOIL, PLACING A PLASTIC SHEET OVER THE AREA AND THEN PLACING APPROXIMATELY 18 INCHES OF COMPACTED FILL ON TOP OF THE PLASTIC SHEET. CURRENT DEPTH IS ESTIMATED TO BE 24" BELOW EXISTING GRADE. THE CONTRACTOR SHALL PROTECT THE PLASTIC SHEET FROM DAMAGE. IF THE PLASTIC SHEET IS DAMAGED IT SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER AT CONTRACTORS EXPENSE.
THE LOCATION AND EXTENTS OF THE CONTAMINATED MATERIAL MITIGATION AREA IS BASED ON THE BEST AVAILABLE INFORMATION TO THE ENGINEER, AND SHALL BE ASSUMED AS APPROXIMATE AND REQUIRING FIELD VERIFICATION. CONTRACTOR SHALL POTHOLE TO DETERMINE PRESENCE AND DEPTH OF PLASTIC BARRIER BEFORE EXCAVATING IN VICINITY OF MITIGATION AREA.

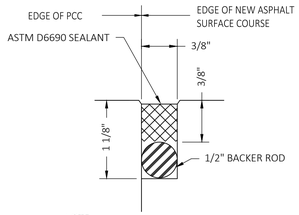



NOTES:
1. CONTRACTOR SHALL PROTECT SAW CUT FACE FROM DAMAGE. DAMAGED AREAS SHALL BE SAW CUT MAINTAINING A CONTINUOUS STRAIGHT EDGE AT THE CONTRACTOR'S EXPENSE.

A1 NEW AC PAVEMENT SECTION
NTS

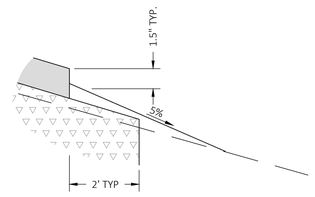



A2 POROUS CONCRETE BASE SECTION
NTS

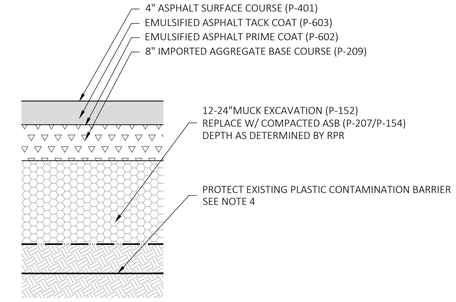



NOTE:
PROTECT EX PCC AND NEW AC EDGES FROM DAMAGE ANY CONCRETE SPALLS CAUSED BY CONTRACTOR'S OPERATIONS SHALL BE REPAIRED WITH DELPATCH OR APPROVED EQUAL ELASTOMERIC CONCRETE

A3 AC-PCC JOINT
NTS

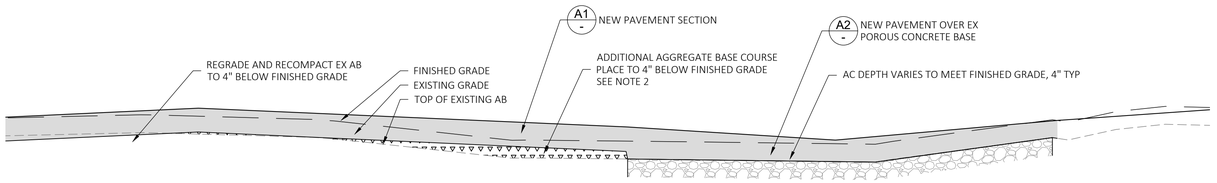



A4 EDGE OF PAVEMENT
NTS

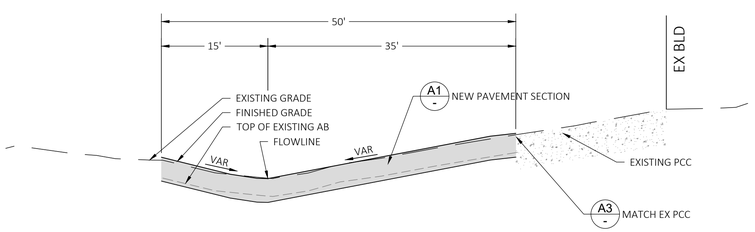



NOTE:
LOCATIONS AND EXTENTS OF POTENTIALLY UNSTABLE SUBGRADE UNKNOWN. AREAS TO BE STABILIZED, IF ANY, SHALL BE DESIGNATED BY RPR AS WORK PROGRESSES. CONTRACTOR SHALL PROOF ROLL SUBGRADE IN THE PRESENCE OF THE RPR TO DETERMINE WHETHER ANY AREAS REQUIRE SUBGRADE STABILIZATION.

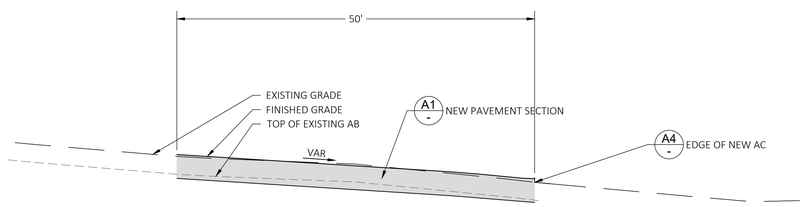
A5 SUBGRADE STABILIZATION
NTS



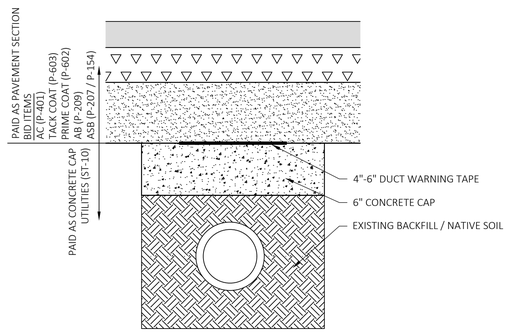

B-B TYPICAL SECTION - APRON
NTS




C-C TYPICAL SECTION - EAST-WEST TAXILANE
NTS




D-D TYPICAL SECTION - NORTH-SOUTH TAXILANE
NTS




NOTES:

1. BEFORE BEGINNING ANY EXCAVATION ALL WATERLINES AND UTILITY LINES SHALL BE POT HOLED AT 50 FT. CENTERS TO LOCATE DEPTH AND LOCATION OF LINES. NO SEPARATE PAYMENT SHALL BE MADE FOR POTHOLING. RESIDENT ENGINEER SHALL DETERMINE WHERE CONCRETE CAP OVER EXISTING UTILITY LINE IS NECESSARY.

2. 6" SCARIFY AND RECOMPACT WILL BE DELETED IN AREAS WHERE NEW CONCRETE CAP IS PLACED.

⚠ E CONCRETE CAP EXISTING UTILITIES
NTS

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

ENGINEER OF RECORD

REGISTERED PROFESSIONAL ENGINEER MELISSA S. BRADLEY No. C 71139 Exp. 6-30-2026 CIVIL STATE OF CALIFORNIA

| No. | REVISIONS | BY | APR | DATE |
|---|---|---|---|---|
| 1 | ADDENDUM 1 - ADD CONCRETE CAP DETAIL | KDC | MSB | 4/7/25 |

MADERA MUNICIPAL AIRPORT
MADERA CALIFORNIA
REHABILITATE APRON A2 & HANGAR TAXILANES
TYPICAL SECTIONS

| | |
|---|---|
| DATE | 3/13/2025 |
| DRAWN | KDC |
| CHECKED | MSB |
| PROJECT No. | 83.23 |
| FILE | 8323.05c.Grade-Alt2 |
| SCALE | AS SHOWN |
| SHEET No. | 6 OF 10 |

G:\83 MADERA\23 TAXILANES\BID SET\8323.05C_GRADE-ALT2.DWG PLOTTED BY Kevin Currey 4/7/2025 11:10 AM

IFB No. 202425-24 Madera Municipal Airport, Rehabilitate Apron A2 And Hangar Taxilanes
AIP NO. 3-06-0144-___-2025

Pre-Bid Meeting
April 2, 2025, 10:00am

| Name (please print) | Company/Agency (please print) | Phone | Email Address (please print) |
|---|---|---|---|
| Justin Hall | Cal Valley Construction | 559-647-7070 | justinh@calvalleyconstruction.com |
| Logan Sikaret | Anderson Striping & Construction | 559-[illegible]-7440877 | logan@andersonstriping.com |
| Ramon Mecling | Terra West Construction | 559-252-8156 | ramon.mecling@terrawestconstruction.com |
| Luis Garcia | Terra West Construction | 559-977-2737 | ESTIMATING@TERRAWESTCONSTRUCTION.COM |
| Randy Bonino | Granite Rock | 408-574-1400 | Estimating@graniterock.com |
| Jerry Martinez | City of Madera | 559-228-5112 | JMARTINEZ@MADERA.GOV |
| Paul Christmas | MD Concrete Cutting & Demo | 559-730-4549 | pchristmas@mdced.com |
| RANDY LUCCHESI | GRANITE CONSTRUCTION CO | (209)609-4193 | randy.lucchesi@gcinc.com |
| Greg Gillenwaters | Granite Construction Co | (916)347-8789 | Greg.Gillenwaters@GCINC.com |
| Tyler Krueger | Granite Construction Co | (559)977-1718 | Tyler.Krueger@GCINC.com |
| Jennifer Stickman | City of Madera Purchasing | (559)661-5463 | jstickman@madera.gov |
| Melissa Brandley | Brandley Engineering | (916)652-4725 | melissa@brandleyeng.com |
| David Austin | City of Madera Public Works | (559)662-4951 | daustin@madera.gov |
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**Exhibit C**

# ADDENDUM NO. 2

**DATE:** April 10, 2025

**TO:** Planholders

**RE:** MADERA MUNICIPAL AIRPORT, REHABILITATE APRON A2 AND HANGAR TAXILANE, AIP NO. 3-06-0144-0XX-2025, IFB 202425-24

This addendum forms a part of the construction documents. It responds to questions posed through the City's PlanetBids vendor portal. Minor changes have been made to the plans and specifications.

Bidders are required to acknowledge receipt of this addendum on the sheet included with the bid package. Failure to acknowledge receipt of this addendum may subject bidder to disqualification.

## ADDENDUM NO. 2 CONTAINS THE FOLLOWING:

The third paragraph of specification Federal Provisions, Part B FAA General Construction Items, C-106 Marking and Lighting of Closed Airport Facilities shall be modified as follows:

- Item 106-2.1, Barricades, third paragraph, of the Federal Provisions, Part B, FAA General Construction Items, Section C-106, Marking and Lighting of Closed Airport Facilities, has been modified to, delete "The Airport will provide 75 barricades" and replace with "The Airport will provide 50 barricades."

Plan sheets shown in table below have been revised and revised sheets (PDF) are included in this addendum.

A separate PDF for the Section C Bid Documents has been provided for contractor's convenience in assembling their bids. In addition, the quantity of Bid Items 17 Marking (P-620), 18 Reflective Median (P-620), 2-13 Marking (P-620), and 2-14 Reflective Media (P-620) have been revised. Please ensure your bids are submitted with this bid form marked Addendum #2.

**Addendum Attachments**

| Qty (Sheets) | Description | Size |
|---|---|---|
| 3 | Response to Questions from City's PlanetBids Vendor Portal | 8.5x11 |
| 39 | Section C – Bid Documents – Delete Section C, Bid Documents and Replace with attached Section C, Bid Documents Addendum #2. Please ensure your bids are submitted with this bid form marked Addendum #2. | 8.5x11 |
| 1 | Plans – Replace Sheet 5A – Grading Plan – Base Bid Only, with attached Sheet 5A, Grading Plan – Base Bid Only, Addendum No. 2. Corrects graphical scale. | 24x36 |
| 1 | Plans – Replace Sheet 5B – Grading Plan – Base Bid + Alternate 1, with attached Sheet 5B, Grading Plan – Base Bid+ Alternate 1, Addendum No. 2. Corrects graphical scale. | 24x36 |

| Qty (Sheets) | Description | Size |
|---|---|---|
| 1 | Plans – Replace Sheet 5C – Grading Plan – Base Bid + Alternates 1 & 2, with attached Sheet 5C, Grading Plan – Base Bid+ Alternates 1 & 2, Addendum No. 2. Corrects graphical scale. | 24x36 |
| 1 | Plans – Replace Sheet 6, Addendum No. 1 – Typical Sections with attached Sheet 6, Typical Sections, Addendum No. 2. Modifies Section A1, B-B and Detail E. | 24x36 |
| 1 | Plans – Replace Sheet 7 – Marking and Gate Details with attached Sheet 7, Marking and Gate Details, Addendum No. 2. Clarifies edge stripe to be included in the Base Bid and in Alternate #2 and deletes note 5. | 24x36 |

**The date of the <u>Bid Opening</u> is Friday, April 18, 2025, at 2:00 P.M.**

**Submit bids to the City of Madera through the City's PlanetBids vendor portal at** https://pbsystem.planetbids.com/portal/54016/portal-home.

Melissa S. Brandley, P.E.
Project Engineer

Acknowledgement of receipt of Addendum No. 2 shall be entered in the space provided in the first paragraph of the Bid Form.

This addendum is hereby made part of the Request for Proposals to the same extent as though it was originally included therein. Each proposer shall submit a copy of receipt of this Addendum on the Request for Proposal Submittal.

**MADERA MUNICIPAL AIRPORT**
**MADERA, CALIFORNIA**

**REHABILITATE APRON A2 AND HANGAR TAXILANE**

**AIP NO. 3-06-0144-0XX-2025**
**IFB 202425-24**

## RESPONSES TO CONTRACTOR QUESTIONS FROM PLANETBIDS VENDOR PORTAL

Question: Per Plan Sht. No. 'EXHIBIT 1' - Barricade Note No. 1; the Airport is to provide 50 barricades. Special Provision General Construction Items – Sec. 106-2.1 'Barricades' (p. GC-15) states that the Airport will provide 75 barricades. Please clarify whether the Airport will provide 50 or 75 barricades.

Response. The Airport will provide 50 barricades. The Federal Provisions General Construction Items Section 106-2.1 has been revised in Addendum #2

Question: How will the labor, materials, tools, and incidentals necessary to perform the marking and lighting of closed Airport facilities for Alternate 1 and Alternate 2 be paid? Currently, Base Bid Item No. 3 is the only bid item available in the bid schedule to capture these costs.

Response. The barricades placement is the same for the Base Bid, Base Bid plus Alternate #1, and Base Bid plus Alternate #1 plus #2. As a result, no additional marking and lighting of closed airport facilities are required for Alternate #1 or Alternate #2

Question: On Plan Shts 5A, 5B, and 5C, can the Designer provide existing grade elevations at all proposed grade elevation locations along the perimeter of the proposed work. There are 3 proposed grade elevations just south of Gate G3 locations that are tying into what appears to be existing adjacent grade but no existing grade elevations have been provided to understand how this area will conform to existing grades.

Response. N10886.68, E11455.32; N10869.00, E11448.00; and N10827.50, E11448.00 are along an edge of pavement adjacent to a dirt landscape strip. The finished grades shown are +0-3" from existing grades. Typical Section A4 on Sheet 6 shows a 1.5" drop and 5" taper to match in this area which will result in very minimal shoulder grading to match in this area.

Question: On Plan Sht No. 7 'Marking & Gate Plan', please clarify how the Double Yellow 6" Dashed Edge Marking gets paid. Does this entire dashed strip get paid for in the Base Bid or does the portion that lies within the limit of Alternate 2 get paid for in Alternate 2?

Response. A revised Sheet 7, Marking and Gate Details, is included in Addendum #2 to clarify the edge stripe included in the Base Bid and Alternate #2.

Question: Plan Sht No. 7 'Marking & Gate Plan'. Do the existing painted pavement markings that are outside the proposed pavement improvement limits need to be removed prior to the installation of new painted pavement markings in the same location or can the proposed pavement markings be placed over the top of the existing painted markings?

Response. There is no marking removal in this project. The markings indicated for new marking that are outside the project limits may be placed over the top of the existing painted markings. A revised sheet 7, Marking and Gate Details is included in Addendum #2 to delete note 5.

Question: Plan Sht No. 6 'Typical Sections' Detail 'A1' – Detail A1 calls to scarify the top 4" of existing AB. Note 3 on the same sheet states that the top 6" of aggregate base course shall be scarified and recompacted. Please clarify.

Response. The existing AB shall be scarified and recompacted to a depth of 6" per Sheet 6 Note 3 & Item P-209 specification. A revised Sheet 6 correcting the 4" scarify and recompact reference in section A1 is included in Addendum #2.

Question: Plan Sht No. 6 'Typical Sections' Detail 'E' – Concrete Cap Existing Utilities (Addendum #1) – Can you please specify a width of the concrete cap shown in this detail. With the utility that is to be protected by this concrete cap not being specified, there are a variety of utilities with various widths in the work area that could greatly influence the cost per linear foot.

Response. Detail E on Sheet 6 has been revised to add dimensions and is included in Addendum #2.

Question: Can the Digital Terrain Model (DTM) files and original topographic map referenced in Section 'Item P-152 – Excavation, Subgrade, and Embankment' be made available to the Contractor for bidding purposes?

Response: Per P-152-2.2, Electronic copies of DTM files will be issued to the successful bidder. The graphical scale on sheets 5a, 5b & 5c was incorrect. New sheets 5a, 5b and 5c with corrected graphical scale are included in Addendum #2.

Question: Plan Sht No. 6 'Typical Sections' Detail 'E' – Please specify the depth or thickness of the existing asphalt concrete (AC) that is to be removed in the areas of the Base Bid, Alternate 1, and Alternate 2 as part of the scope of this project.

Response: Approximate dimensions of existing pavement section to be removed have been added to Section B-B, C-C and D-D on Sheet 6 and is included in Addendum #2.

Question: Is there a complete file for invitation to bid which includes the bid bond form, and the bid proposal?

Response: A separate PDF for the Bid Documents, including the bid bond form and bid proposal plus all required certifications, has been included in Addendum #2. In addition the quantity of Bid Items 17 Marking (P-620), 18 Reflective Median (P-620), 2-13 Marking (P-620), and 2-14 Reflective Media (P-620) have been revised. Please ensure your bids are submitted with this bid form marked Addendum #2.

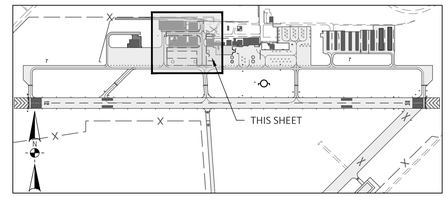
Question: Are there DBE/DVBE/SBE minority requirements associated with this project?

Response: The Airport has established a DBE goal in accordance with 49 CFR Part 26. The DBE goal for the airport is established as entirely race neutral per guidance from the FAA. When implementing a DBE goal in a race neutral environment the DBE goal is not published in the bid documents and meeting a DBE goal or providing good faith efforts are not required for the award of the contract. Since the airport is receiving federal funding for the airport improvement project, DBE and small business participation is highly encouraged and the airport is required to report usage of DBEs and small businesses to the FAA on an annual basis. In order to meet the Airport's reporting requirements, the awarded contractor will be required to provide reporting on DBE and small business usage for the project.

Question: What is the Engineer's Estimate for this project?

Response: The Engineer's Estimate for this project is broken down as follows:

Base Bid - $1,239,350
Alternate 1 - $678,250
Alternate 2 - $564,220




LOCATION MAP

## LEGEND

| | |
|---|---|
| N9738.46 E13727.35 | AIRPORT GRID COORDINATE |
| 252.00 | FINISHED GRADE ELEVATION |
| 252.00 | EXISTING GRADE ELEVATION |
| | EXISTING PCC PAVEMENT |
| | EXISTING AC PAVEMENT |
| | PAVEMENT RECONSTRUCTION |
| | RECONSTRUCT W/ AC ONLY - EX POROUS CONCRETE BASE TO REMAIN |
| | CONTAMINATION MITIGATION AREA |
| | EXISTING BUILDING |
| | CENTERLINE |
| | GRADE BREAK LINE |
| | EXISTING FENCE |
| | EXISTING ELECTRICAL DUCT |
| | EXISTING OVERHEAD POWER |
| | EXISTING WATER LINE |
| | EXISTING SANITARY SEWER |

GRID NORTH

40 0 20 40

SCALE: 1"=40'

NOTES:

1. CONSTRUCTION OF THIS PROJECT WILL BE PERFORMED AS EITHER THE BASE BID ONLY, THE BASE BID AND ALTERNATE 1, OR THE BASE BID AND ALTERNATE 1 AND ALTERNATE 2. THE DIVISION OF EACH PORTION, AND WORK AREA BOUNDARIES AND BARRICADE PLACEMENT SHALL BE AS SHOWN ON SHEET 2 - CONSTRUCTION SAFETY & PHASING PLAN.

2. USE THIS SHEET ONLY IF THE BASE BID IS SELECTED.
FOR THE BASE BID AND ALTERNATE 1, SEE SHEET 5B
FOR THE BASE BID AND ALTERNATE 1 AND ALTERNATE 2, SEE SHEET 5C

3. CONTRACTOR SHALL REMOVE EXISTING AC AND REMOVE/REGRADE EXISTING AB TO DEPTH OF 4" BELOW DESIGNED FINISHED GRADE SURFACE. EXISTING AC PAVEMENT SHALL BE SAW CUT AT MATCH LINES. SEE SHEET 4 - DEMOLITION PLAN.
GRINDINGS FROM PAVEMENT REMOVAL SHALL BE STOCKPILED FOR USE AS RECYCLED AGGREGATE SUBBASE (P-207) SHOULD ANY BE REQUIRED FOR SUBGRADE STABILIZATION. SEE SHEET 6 - TYPICAL SECTIONS. ANY UNUSED MATERIALS SHALL BE HAULED OFF AND DISPOSED OFF-SITE.

4. AFTER REMOVAL OF EXISTING PAVEMENT, EXISTING BASE COURSE SHALL BE SCARIFIED 6", NEW IMPORTED AGGREGATE BASE SHALL BE PLACED AS NEEDED, GRADED, AND COMPACTED TO 4" BELOW THE DESIGN FINISHED GRADE. THE ANTICIPATED VOLUME OF IMPORTED AGGREGATE BASE MATERIAL NEEDED FOR THE BASE BID ONLY IS 20 CU YDS.

5. A PESTICIDE CONTAMINATED DITCH PREVIOUSLY EXISTED ALONG THE ALIGNMENT SHOWN ON THIS PLAN. THE MITIGATION FOR THIS CONDITION IS COMPLETED AND CONSISTED OF CLEANING THE DITCH FILLING THE DITCH WITH COMPACTED SOIL, PLACING A PLASTIC SHEET OVER THE AREA AND THEN PLACING APPROXIMATELY 18 INCHES OF COMPACTED FILL ON TOP OF THE PLASTIC SHEET. CURRENT DEPTH IS ESTIMATED TO BE 24" BELOW EXISTING GRADE. THE CONTRACTOR SHALL PROTECT THE PLASTIC SHEET FROM DAMAGE. IF THE PLASTIC SHEET IS DAMAGED IT SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER AT CONTRACTORS EXPENSE.
THE LOCATION AND EXTENTS OF THE CONTAMINATED MATERIAL MITIGATION AREA IS BASED ON THE BEST AVAILABLE INFORMATION TO THE ENGINEER, AND SHALL BE ASSUMED AS APPROXIMATE AND REQUIRING FIELD VERIFICATION. CONTRACTOR SHALL POTHOLE TO DETERMINE PRESENCE AND DEPTH OF PLASTIC BARRIER BEFORE EXCAVATING IN VICINITY OF MITIGATION AREA.

6. THE LOCATION OF EXISTING UNDERGROUND UTILITIES, SERVICE LATERALS, CONDUIT AND ELECTRICAL DUCTS ("UTILITIES") IS BASED ON THE BEST AVAILABLE INFORMATION TO THE ENGINEER AND SHALL BE ASSUMED AS APPROXIMATE AND REQUIRING FIELD VERIFICATION. AS-BUILT PLANS AND LIMITED FIELD INVESTIGATIONS HAVE IDENTIFIED KNOWN EXISTING UTILITIES. CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING AND AVOIDING ALL UTILITIES AND FOR REPAIRING ALL DAMAGE THAT OCCURS TO DUE TO THE CONTRACTOR'S ACTIVITIES, UNLESS CALLED FOR REMOVAL/ABANDONMENT.
CALL BEFORE YOU DIG. CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT PRIOR TO CONSTRUCTION AT USANORTH811.ORG OR 811 / 800-642-2444. CONTRACTOR SHALL POTHOLE TO VERIFY LOCATION, DEPTH, AND SIZE OF UTILITIES WITHIN THE LIMITS OF CONSTRUCTION.

BASE BID

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

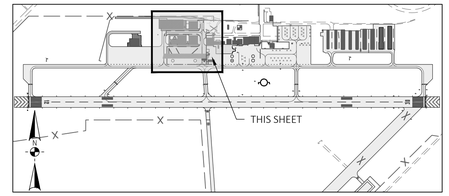
ENGINEER OF RECORD
REGISTERED PROFESSIONAL ENGINEER MELISSA S. BRADLEY No. C 71139 Exp. 6-30-2025 STATE OF CALIFORNIA
Melissa Bradley 4-10-25

| No. | REVISIONS | BY | APR | DATE |
|---|---|---|---|---|
| 2 | ADDM 2 - DRAWING SCALE | KDC | MSB | 4/10/25 |

MADERA MUNICIPAL AIRPORT
MADERA CALIFORNIA
REHABILITATE APRON A2 & HANGAR TAXILANES
GRADING PLAN - BASE BID ONLY

| | |
|---|---|
| DATE | 3/13/2025 |
| DRAWN | KDC |
| CHECKED | MSB |
| PROJECT No. | 83.23 |
| FILE | 8323.05.Grade-bb |
| SCALE | 1"=40' |
| SHEET No. | 5A OF 10 |

G:\83 MADERA\23 TAXILANES\BID SET\8323.05 GRADE-BB.DWG PLOTTED BY Kevin Curray 4/10/2025 3:48 PM




LOCATION MAP

EX DI C1
GRT: 252.23
INV: 248.24

EX DI C5
GRT: 252.27
INV: 249.64

EX DI J5a
GRT: 251.89
INV: 245.11

EX DI A4
GRT: 250.42
INV: 247.21

EX DI A3
GRT: 250.47
INV: 246.53

EX DI R2
GRT: 251.23
INV: 245.93

MATCH EX DI A1
N10565.00
E11567.19
252.44
INV: 245.84

MATCH EX DI A2
N10565.00
E11452.00
250.64

MATCH EX DI R1
N10673.90
E11528.69
250.80
INV: 243.86

ALT 2
SEE SHEET 5C

ALTERNATE 2
SEE SHEET 5C

FUEL

48" SD
24" SD
18" SD

LEGEND

| | |
|---|---|
| N9738.46 E13727.35 | AIRPORT GRID COORDINATE |
| 252.00 | FINISHED GRADE ELEVATION |
| 252.00 | EXISTING GRADE ELEVATION |
| | EXISTING PCC PAVEMENT |
| | EXISTING AC PAVEMENT |
| | PAVEMENT RECONSTRUCTION |
| | RECONSTRUCT W/ AC ONLY - EX POROUS CONCRETE BASE TO REMAIN |
| | CONTAMINATION MITIGATION AREA |
| | EXISTING BUILDING |
| | CENTERLINE |
| | GRADE BREAK LINE |
| X | EXISTING FENCE |
| E | EXISTING ELECTRICAL DUCT |
| OP | EXISTING OVERHEAD POWER |
| W | EXISTING WATER LINE |
| SS | EXISTING SANITARY SEWER |

GRID NORTH

40 0 20 40
SCALE: 1"=40'

NOTES:

1. CONSTRUCTION OF THIS PROJECT WILL BE PERFORMED AS EITHER THE BASE BID ONLY, THE BASE BID AND ALTERNATE 1, OR THE BASE BID AND ALTERNATE 1 AND ALTERNATE 2. THE DIVISION OF EACH PORTION, AND WORK AREA BOUNDARIES AND BARRICADE PLACEMENT SHALL BE AS SHOWN ON SHEET 2 - CONSTRUCTION SAFETY & PHASING PLAN.

2. USE THIS SHEET ONLY IF THE BASE BID AND ALTERNATE 1 IS SELECTED.
FOR THE BASE BID ONLY, SEE SHEET 5A
FOR THE BASE BID AND ALTERNATE 1 AND ALTERNATE 2, SEE SHEET 5C

3. CONTRACTOR SHALL REMOVE EXISTING AC AND REMOVE/REGRADE EXISTING AB TO DEPTH OF 4" BELOW DESIGNED FINISHED GRADE SURFACE. EXISTING AC PAVEMENT SHALL BE SAW CUT AT MATCH LINES. SEE SHEET 4 - DEMOLITION PLAN.
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4. AFTER REMOVAL OF EXISTING PAVEMENT, EXISTING BASE COURSE SHALL BE SCARIFIED 6", NEW IMPORTED AGGREGATE BASE SHALL BE PLACED AS NEEDED, GRADED, AND COMPACTED TO 4" BELOW THE DESIGN FINISHED GRADE. THE ANTICIPATED VOLUME OF IMPORTED AGGREGATE BASE MATERIAL NEEDED FOR THE BASE BID AND ALTERNATE 1 IS 80 CU YDS.

5. A PESTICIDE CONTAMINATED DITCH PREVIOUSLY EXISTED ALONG THE ALIGNMENT SHOWN ON THIS PLAN. THE MITIGATION FOR THIS CONDITION IS COMPLETED AND CONSISTED OF CLEANING THE DITCH FILLING THE DITCH WITH COMPACTED SOIL, PLACING A PLASTIC SHEET OVER THE AREA AND THEN PLACING APPROXIMATELY 18 INCHES OF COMPACTED FILL ON TOP OF THE PLASTIC SHEET. CURRENT DEPTH IS ESTIMATED TO BE 24" BELOW EXISTING GRADE. THE CONTRACTOR SHALL PROTECT THE PLASTIC SHEET FROM DAMAGE. IF THE PLASTIC SHEET IS DAMAGED IT SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER AT CONTRACTORS EXPENSE.
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6. THE LOCATION OF EXISTING UNDERGROUND UTILITIES, SERVICE LATERALS, CONDUIT AND ELECTRICAL DUCTS ("UTILITIES") IS BASED ON THE BEST AVAILABLE INFORMATION TO THE ENGINEER AND SHALL BE ASSUMED AS APPROXIMATE AND REQUIRING FIELD VERIFICATION. AS-BUILT PLANS AND LIMITED FIELD INVESTIGATIONS HAVE IDENTIFIED KNOWN EXISTING UTILITIES. CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING AND AVOIDING ALL UTILITIES AND FOR REPAIRING ALL DAMAGE THAT OCCURS TO DUE TO THE CONTRACTOR'S ACTIVITIES, UNLESS CALLED FOR REMOVAL/ABANDONMENT.
CALL BEFORE YOU DIG. CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT PRIOR TO CONSTRUCTION AT USANORTH811.ORG OR 811 / 800-642-2444. CONTRACTOR SHALL POTHOLE TO VERIFY LOCATION, DEPTH, AND SIZE OF UTILITIES WITHIN THE LIMITS OF CONSTRUCTION.

BASE BID + ALTERNATE 1

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

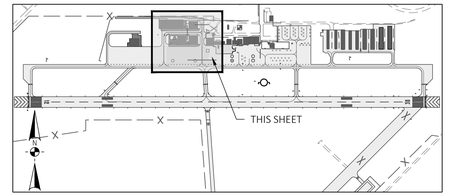
ENGINEER OF RECORD
REGISTERED PROFESSIONAL ENGINEER MUSA S. BRADLEY No. C 71139 Exp: 6-30-2025 STATE OF CALIFORNIA
Musa Bradley 4-10-25

| No. | REVISIONS | BY | APR | DATE |
|---|---|---|---|---|
| 2 | ADDM 2 - DRAWING SCALE | KDC | MSB | 4/10/25 |

MADERA
MADERA MUNICIPAL AIRPORT CALIFORNIA
REHABILITATE APRON A2 & HANGAR TAXILANES
GRADING PLAN - BASE BID + ALTERNATE 1

| | |
|---|---|
| DATE | 3/13/2025 |
| DRAWN | KDC |
| CHECKED | MSB |
| PROJECT No. | 83.23 |
| FILE | 8323.05b.Grade-Alt1 |
| SCALE | 1"=40' |
| SHEET No. | 5B OF 10 |

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LOCATION MAP

## LEGEND

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|---|---|
| N9738.46 E13727.35 | AIRPORT GRID COORDINATE |
| 252.00 | FINISHED GRADE ELEVATION |
| 252.00 | EXISTING GRADE ELEVATION |
| | EXISTING PCC PAVEMENT |
| | EXISTING AC PAVEMENT |
| | PAVEMENT RECONSTRUCTION |
| | RECONSTRUCT W/ AC ONLY - EX POROUS CONCRETE BASE TO REMAIN |
| | CONTAMINATION MITIGATION AREA |
| | EXISTING BUILDING |
| | CENTERLINE |
| | GRADE BREAK LINE |
| | EXISTING FENCE |
| | EXISTING ELECTRICAL DUCT |
| | EXISTING OVERHEAD POWER |
| | EXISTING WATER LINE |
| | EXISTING SANITARY SEWER |

GRID NORTH

40 0 20 40

SCALE: 1"=40'

NOTES:

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2. USE THIS SHEET ONLY IF THE BASE BID AND ALTERNATE 1 AND ALTERNATE 2 IS SELECTED.
FOR THE BASE BID ONLY, SEE SHEET 5A
FOR THE BASE BID AND ALTERNATE 1, SEE SHEET 5B

3. CONTRACTOR SHALL REMOVE EXISTING AC AND REMOVE/REGRADE EXISTING AB TO DEPTH OF 4" BELOW DESIGNED FINISHED GRADE SURFACE. EXISTING AC PAVEMENT SHALL BE SAW CUT AT MATCH LINES. SEE SHEET 4 - DEMOLITION PLAN.
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5. A PESTICIDE CONTAMINATED DITCH PREVIOUSLY EXISTED ALONG THE ALIGNMENT SHOWN ON THIS PLAN. THE MITIGATION FOR THIS CONDITION IS COMPLETED AND CONSISTED OF CLEANING THE DITCH FILLING THE DITCH WITH COMPACTED SOIL, PLACING A PLASTIC SHEET OVER THE AREA AND THEN PLACING APPROXIMATELY 18 INCHES OF COMPACTED FILL ON TOP OF THE PLASTIC SHEET. CURRENT DEPTH IS ESTIMATED TO BE 24" BELOW EXISTING GRADE. THE CONTRACTOR SHALL PROTECT THE PLASTIC SHEET FROM DAMAGE. IF THE PLASTIC SHEET IS DAMAGED IT SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER AT CONTRACTORS EXPENSE.
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BASE BID + ALTERNATES 1 & 2

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

ENGINEER OF RECORD

REGISTERED PROFESSIONAL ENGINEER · MELISSA S. BRADLEY · No. C 71139 · Exp. 6-30-2025 · STATE OF CALIFORNIA · 4-10-25

| No. | REVISIONS | BY | APR | DATE |
|---|---|---|---|---|
| 1 | ADDM 2 - DRAWING SCALE | KDC | MSB | 4/10/25 |

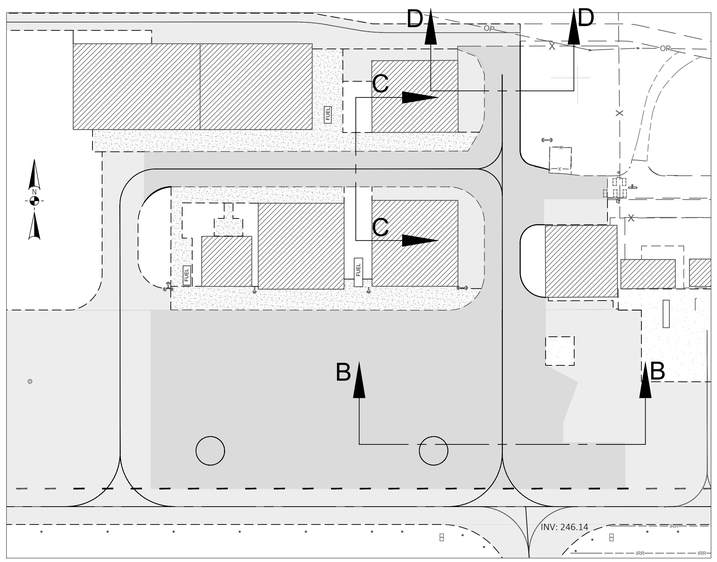
**MADERA MUNICIPAL AIRPORT** CALIFORNIA
MADERA

**REHABILITATE APRON A2 & HANGAR TAXILANES**

GRADING PLAN - BASE BID + ALTERNATES 1 & 2

| | |
|---|---|
| DATE | 3/13/2025 |
| DRAWN | KDC |
| CHECKED | MSB |
| PROJECT No. | 83.23 |
| FILE | 8323.05c.Grade-Alt2 |
| SCALE | 1"=40' |
| SHEET No. | 5C OF 10 |

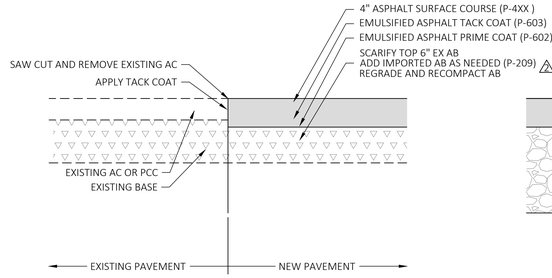
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LOCATION MAP

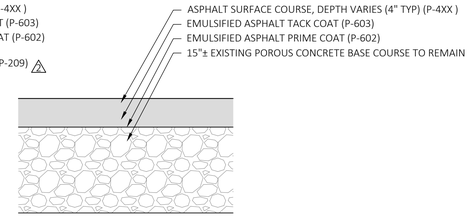
NOTES:

1. CONTRACTOR SHALL REMOVE EXISTING AC AND REMOVE/REGRADE EXISTING AB TO DEPTH OF 4" BELOW DESIGNED FINISHED GRADE SURFACE. EXISTING AC PAVEMENT SHALL BE SAW CUT AT MATCH LINES. SEE SHEET 4 - DEMOLITION PLAN. GRINDINGS FROM PAVEMENT REMOVAL SHALL BE STOCKPILED FOR USE AS RECYCLED AGGREGATE SUBBASE (P-207) SHOULD ANY BE REQUIRED FOR SUBGRADE STABILIZATION. SEE SHEET 6 - TYPICAL SECTIONS. ANY UNUSED MATERIALS SHALL BE HAULED OFF AND DISPOSED OFF-SITE..
2. AFTER REMOVAL OF EXISTING PAVEMENT, ANY AREAS OF EXISTING BASE COURSE LOWER THAN 4" BELOW THE DESIGN FINISHED GRADE SHALL HAVE NEW IMPORTED AGGREGATE BASE COURSE PLACED, SCARIFIED WITH EXISTING BASE COURSE, AND COMPACTED TO 4" BELOW FINISHED GRADE.
3. AS-BUILT PLANS INDICATE THERE IS APPROXIMATELY 9 INCHES OF EXISTING AGGREGATE BASE COURSE. THE TOP 6 INCHES SHALL BE SCARIFIED AND RECOMPACTED PER SPEC SECTION P-209. CARE SHALL BE TAKEN TO NOT CONTAMINATE OR SEGREGATE THE EXISTING AGGREGATE BASE COURSE.
4. A PESTICIDE CONTAMINATED DITCH PREVIOUSLY EXISTED ALONG THE ALIGNMENT SHOWN ON THIS PLAN. THE MITIGATION FOR THIS CONDITION CONSISTED OF CLEANING THE DITCH, FILLING THE DITCH WITH COMPACTED SOIL, PLACING A PLASTIC SHEET OVER THE AREA AND THEN PLACING APPROXIMATELY 18 INCHES OF COMPACTED FILL ON TOP OF THE PLASTIC SHEET. CURRENT DEPTH IS ESTIMATED TO BE 24" BELOW EXISTING GRADE. THE CONTRACTOR SHALL PROTECT THE PLASTIC SHEET FROM DAMAGE. IF THE PLASTIC SHEET IS DAMAGED IT SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER AT CONTRACTORS EXPENSE.
THE LOCATION AND EXTENTS OF THE CONTAMINATED MATERIAL MITIGATION AREA IS BASED ON THE BEST AVAILABLE INFORMATION TO THE ENGINEER, AND SHALL BE ASSUMED AS APPROXIMATE AND REQUIRING FIELD VERIFICATION. CONTRACTOR SHALL POTHOLE TO DETERMINE PRESENCE AND DEPTH OF PLASTIC BARRIER BEFORE EXCAVATING IN VICINITY OF MITIGATION AREA.

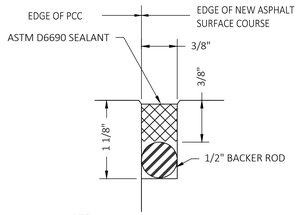



NOTES:
1. CONTRACTOR SHALL PROTECT SAW CUT FACE FROM DAMAGE. DAMAGED AREAS SHALL BE SAW CUT MAINTAINING A CONTINUOUS STRAIGHT EDGE AT THE CONTRACTOR'S EXPENSE.

A1 NEW AC PAVEMENT SECTION
NTS

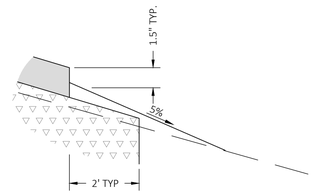



A2 POROUS CONCRETE BASE SECTION
NTS

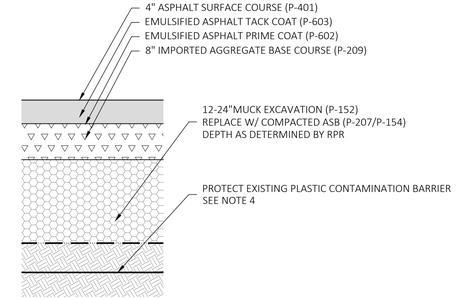



NOTE:
PROTECT EX PCC AND NEW AC EDGES FROM DAMAGE ANY CONCRETE SPALLS CAUSED BY CONTRACTOR'S OPERATIONS SHALL BE REPAIRED WITH DELPATCH OR APPROVED EQUAL ELASTOMERIC CONCRETE

A3 AC-PCC JOINT
NTS

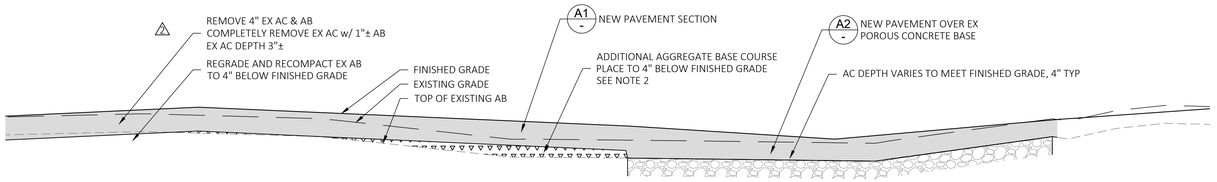



A4 EDGE OF PAVEMENT
NTS

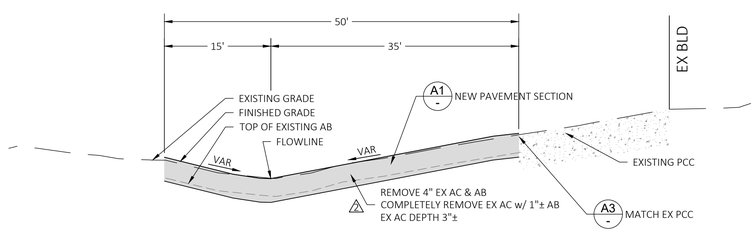



NOTE:
LOCATIONS AND EXTENTS OF POTENTIALLY UNSTABLE SUBGRADE UNKNOWN. AREAS TO BE STABILIZED, IF ANY, SHALL BE DESIGNATED BY RPR AS WORK PROGRESSES. CONTRACTOR SHALL PROOF ROLL SUBGRADE IN THE PRESENCE OF THE RPR TO DETERMINE WHETHER ANY AREAS REQUIRE SUBGRADE STABILIZATION.

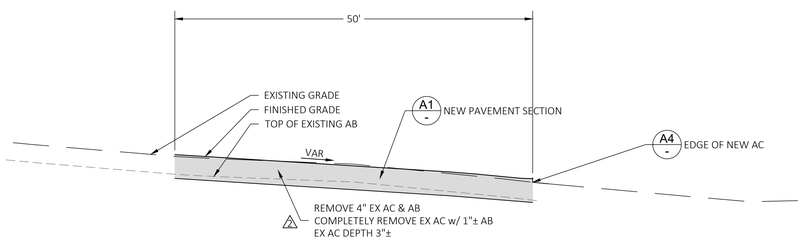
A5 SUBGRADE STABILIZATION
NTS



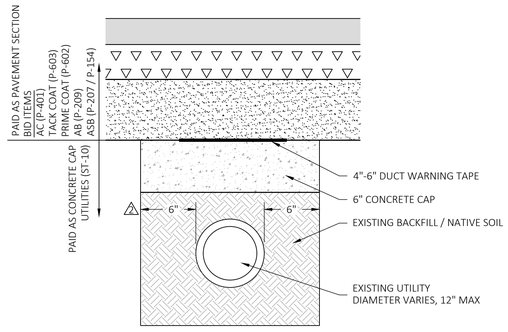

B-B TYPICAL SECTION - APRON
NTS




C-C TYPICAL SECTION - EAST-WEST TAXILANE
NTS




D-D TYPICAL SECTION - NORTH-SOUTH TAXILANE
NTS




NOTES:

1. BEFORE BEGINNING ANY EXCAVATION ALL WATERLINES AND UTILITY LINES SHALL BE POT HOLED AT 50 FT. CENTERS TO LOCATE DEPTH AND LOCATION OF LINES. NO SEPARATE PAYMENT SHALL BE MADE FOR POTHOLING. RESIDENT ENGINEER SHALL DETERMINE WHERE CONCRETE CAP OVER EXISTING UTILITY LINE IS NECESSARY.
2. 6" SCARIFY AND RECOMPACT WILL BE DELETED IN AREAS WHERE NEW CONCRETE CAP IS PLACED.

2 E CONCRETE CAP EXISTING UTILITIES
NTS

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

ENGINEER OF RECORD

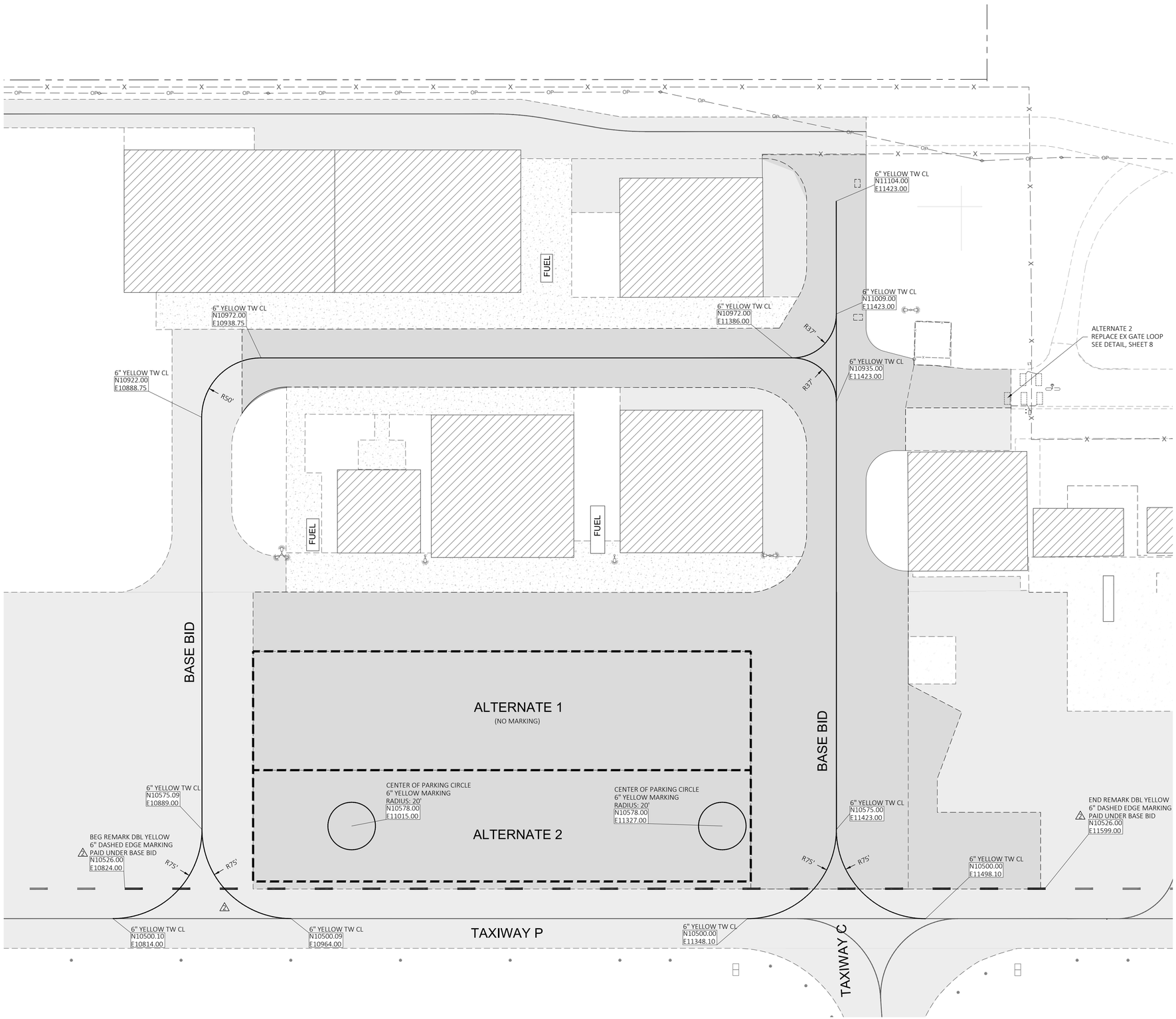
REGISTERED PROFESSIONAL ENGINEER MUSE S. BRADLEY No. C 71139 Exp 6-30-2025 CIVIL STATE OF CALIFORNIA 4-10-25

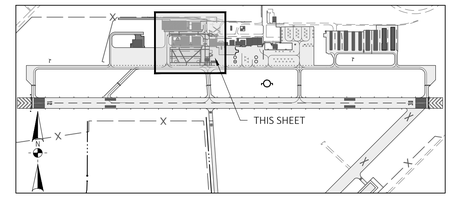
| No. | REVISIONS | BY | APR | DATE |
|---|---|---|---|---|
| 1 | ADDENDUM 1 - ADD CONCRETE CAP DETAIL | KDC | MSB | 4/7/25 |
| 2 | ADDM 2 - CLARIFY DIMENSIONS | KDC | MSB | 4/10/25 |

MADERA MUNICIPAL AIRPORT
MADERA CALIFORNIA
REHABILITATE APRON A2 & HANGAR TAXILANES
TYPICAL SECTIONS

| | |
|---|---|
| DATE | 3/13/2025 |
| DRAWN | KDC |
| CHECKED | MSB |
| PROJECT No. | 83.23 |
| FILE | 8323.05c.Grade-Alt2 |
| SCALE | AS SHOWN |
| SHEET No. | 6 OF 10 |

G:\83 MADERA\23 TAXILANES\BID SET\8323.05C_GRADE-ALT2.DWG PLOTTED BY Kevin Currey 4/10/2025 3:48 PM




LOCATION MAP

LEGEND

| | |
|---|---|
| N9738.46 E13727.35 | AIRPORT GRID COORDINATE |
| | EXISTING PAVEMENT |
| | NEW PAVEMENT |
| | EXISTING BUILDING |
| X | EXISTING FENCE |

GRID NORTH

40 0 20 40

SCALE: 1"=40'

NOTES:

1. ALL MARKING LAYOUTS SHALL BE VERIFIED WITH THE ENGINEER PRIOR TO PLACING ANY PAINT.
2. ALL AREAS TO RECEIVE REMARKING AND NEW MARKING SHALL BE SWEPT CLEAN BY CONTRACTOR PRIOR TO ANY APPLICATION OF PAINT.
3. ALL NEW MARKINGS SHALL CONSIST OF 2 COATS WATERBORNE PAINT. A PERIOD OF 1 WEEK SHALL ELAPSE BETWEEN PLACEMENT OF SURFACE COURSE AND APPLICATION OF PAINT.
4. THE FINAL COAT OF PAINT WILL BE WITH RETROREFLECTIVE BEADS. BLACK ENHANCEMENT MARKING (IF USED) DOES NOT RECEIVE BEADS.

⚠2 5. [DELETED]

BASE BID & ALTERNATE 2

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

ENGINEER OF RECORD

REGISTERED PROFESSIONAL ENGINEER MICHAEL S. BRADLEY No. C 71139 Exp. 6-30-2025 STATE OF CALIFORNIA 4-10-25

| No. | REVISIONS | BY | APR | DATE |
|---|---|---|---|---|
| ⚠1 | ADDM 2 - MARKING PAY ITEMS | KDC | MSB | 4/10/25 |

MADERA MUNICIPAL AIRPORT
MADERA CALIFORNIA

REHABILITATE APRON A2 & HANGAR TAXILANES

MARKING & GATE PLAN

| | |
|---|---|
| DATE | 3/13/2025 |
| DRAWN | KDC |
| CHECKED | MSB |
| PROJECT No. | 83.23 |
| FILE | 8323.07.Mark |
| SCALE | 1"=40' |
| SHEET No. | 7 OF 10 |

PLOTTED BY Kevin Currey 4/10/2025 3:48 PM
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**SECTION C * BID DOCUMENTS**

**BIDDER'S CHECKLIST**

**MADERA MUNICIPAL AIRPORT * REHABILITATE APRON A2 AND HANGAR TAXILANES**

**AIP NO. 3-06-0144-___-2025 * IFB 202425-24**

**SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS.** Bidders shall complete and submit all documents marked with an "X" in the "REQUIRED" column for bids to be considered responsive.

REQUIRED

[X] 1. **BID FORM,** PAGES C-2 THRU C-6

[X] 2. **BID SCHEDULE,** PAGES C-7 THRU C-15

[X] 3. **BID DEPOSIT** attached to front of Proposal in the form of:

[ ] Certified Check [ ] Bidder's Bond (Pages C-16 – C-17)

[ ] Cashier's Check [ ] Irrevocable Letter of Credit

[ ] Certificate of Deposit

[X] 4. **DESIGNATION OF SUBCONTRACTORS**, PAGE C-18

[X] 5. **CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS,** PAGES C-19 THRU C-21

[X] 6. **BIDDER'S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EEO CLAUSE,** PAGE C-22

[X] 7. **CERTIFICATES REGARDING DEBARMENT,** PAGE C-23

[X] 8. **TRADE RESTRICTION CERTIFICATION**, PAGES C-24 THRU C-25

[X] 9. **CERTIFICATION REGARDING LOBBYING**, PAGE C-26

[X] 10. **NONCOLLUSION AFFIDAVIT**, PAGE C-27

[X] 11. **CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE,** PAGES C-28 THRU C-30

[X] 12. **CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS,** PAGE 31

[X] 13. **CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS,** PAGE C-32

[X] 14. **CERTIFICATION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT,** PAGE C-33

[X] 15. **IRAN CONTRACTING ACT CERTIFICATION**, PAGE C-34

[X] 16. **FLEET COMPLIANCE CERTIFICATE** – PAGE C-35

[X] 16. **DBE/SMALL BUSINESS INFORMATION** – These forms can be submitted with the bid or no later than 4:00 p.m. on the fourth business day following the date of bid opening to remain eligible for award to the City of Madera, Attention Jennifer Stickman, 1030 South Gateway Drive, Madera, CA 93637:

[X] **BIDDER'S LIST COLLECTION FORM -** PAGES C-36 THRU C-37

[X] **FOSTERING SMALL BUSINESS PARTICIPATION FORM**, PAGE C-38

[X] **NON-CERTIFIED SMALL BUSINESS VERIFICATION FORM**, PAGE C-39

SUBMITTED BY:

Name of Company_____ Contact Name_____

Address_____City_____State_____Zip_____

Email_____Phone No._____ Fax No._____

Documents required on the checklist but not included may render your bid non-responsive and ineligible for award. Bids received by the City of Madera by the scheduled bid opening time will be opened and publicly read but are subject to verification that all the required documents have been submitted.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

# BID FORM

Bid Opening Date: Friday, April 18, 2025
Hour of Bid Opening: 2:00 P.M.

Place of Bid Opening:
PlanetBids
https://pbsystem.planetbids.com/portal/54016/portal-home

TO: The City of Madera, State of California:

The undersigned bidder declares that he has carefully examined the Plans and Specifications, Instructions to Bidders, General Conditions, Contract Form and Bond Forms including Addenda No.(s) _____ to the project described as follows:

**MADERA MUNICIPAL AIRPORT**
**MADERA, CALIFORNIA**
**REHABILITATE APRON A2 AND HANGAR TAXILANES**
**AIP NO. 3-06-0144-___-2025**
**IFB 202425-24**

The City shall conduct a Pre-bid Conference on Wednesday, April 2, 2025, at 10:00 A.M. at the following location: Airport Manager's Office, Madera Municipal Airport, Madera, California. All interested bidders are invited to attend.

The undersigned bidder further declares that he has made an examination of the site of the proposed work and has made such investigations as are necessary to determine the character of the materials to be handled, the probable interference due to airport operations and other conditions to be encountered, independently of the indications of the Plans, that he has examined the Schedule of Wages of the U.S. Department of Labor and the general prevailing wage rates for all public projects of the State of California and hereby accepts the same and certifies that the higher of the two rates shall be paid for labor connected with this project. That if this proposal is accepted, he will contract with the City of Madera, in the form of Contract hereto annexed; will, to the extent of his bid, provide any and all necessary machinery, tools, and apparatus, and other means of construction; and will furnish all material and labor as specified or called for by the plans as is necessary to complete the work in the manner specified and in accordance with the requirements of the City of Madera.

In the performance of this project, the undersigned agrees to abide by all of the Contract requirements contained in the Specifications and all documents. It is further certified that the Schedule of Wages contained in the project specifications have been examined and the prices bid in this proposal are based on the higher of the two above-mentioned schedules.

The work, in general, consists of the removal of the existing asphalt surface course and aggregate base course, recompaction of the existing aggregate base course, and the placement of new asphalt surface course. New airfield markings will be installed. This project is being bid with a Base Bid and two alternates, as shown on the Construction Safety and Phasing Plan, Sheet No. 2 of the Construction Drawings.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

The undersigned agrees that he will order all materials and equipment under this contract and will commence work within ten (10) days after receiving written notice to proceed and that he will complete the work within twenty five (25) working days of written Notice to Proceed for the Base Bid, within six (6) working days of written Notice to Proceed for Alternate 1, and within six (6) working days of written Notice to Proceed for Alternate 2, for a total of thirty seven (37) working days for the total project. No working days will be charged for one week of AC cure before paint.

The undersigned further agrees that should he fail to complete any segment of work in the time specified, he will pay liquidated damages in the amount of $3,000 for each consecutive calendar day thereafter to the City as prescribed in these specifications.

The undersigned further declares that this proposal is made according to the provisions and under the terms of the contract documents bound herewith; and in accordance with the accompanying plans, which plans and the aforementioned contract documents are hereby made a part of this proposal.

The bidder further declares that he will accept the unit prices and/or lump sum prices as hereinafter written in the Bid Schedule of this proposal as full payment for the proposed work.

It is understood that the award of this project is contingent upon a grant offer from the Federal Aviation Administration and acceptance of the grant offer by the City of Madera.

It is understood that City reserves the right to reject this proposal and that it shall remain open and not be withdrawn for a period of one hundred fifty (150) days from the date prescribed for its opening.

It is understood that the City reserves the right to increase or decrease the quantities of items bid in the contract with no change in the unit prices bid, provided the change in a major item (20 percent of total bid) does not exceed 25 percent.

Attached hereto and incorporated herein, in compliance with Section 4100-4113 of the Government Code of the State of California, is a "Designation of Subcontractors."

It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within one hundred fifty (150) days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to City in accordance with the proposal as accepted, together with the insurance documents specified in Insurance Requirements for Contractors of these specifications, and will also furnish and deliver to City the Performance Bond and Payment bond as herein specified, all within ten (10) days after personal delivery or deposit in the mails, as the case may be, of the notification of award and that the work under the contract shall be commenced by the undersigned bidder on the date to be stated in City's notice to proceed, and shall be completed in the time specified in the agreement for construction or any modification thereto duly made by change order.

Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below:

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

_____
_____
_____

The undersigned bidder declares that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the undersigned bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal and has not directly or indirectly colluded or agreed with any bidder or anyone else to put in a sham proposal or to refrain from bidding; that the undersigned bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix his bid price or the bid price of any other bidder, or to fix any overhead, profit or cost advantage against the City or anyone interested in this proposed contract; that the only persons or parties interested in this proposal as principals are those named herein; that all statements contained in this proposal are true; that the undersigned bidder has not directly, or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any other person, partnership, corporation, or association except to such person or persons as have a direct financial interest in bidder's general business; and that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and he will comply with such provisions before commencing the performance of the work of this contract.

Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy, the words, unless obviously incorrect, shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

Accompanying this proposed bid is _____ (insert words, "cash," "cashier's check," "certified check," or "bidder's bond," as the case may be) of the (name of surety if bid bond submitted) in an amount equal to at least ten percent (10%) of total of the bid. If the enclosure is a check or bond, it is made payable to the City of Madera.

The names of all persons interested in the foregoing proposal as principals are as follows: (Stockholders and limited partners need not be listed unless they are officers or employees of the corporation or limited partnership. All general partners and corporate officers shall be listed. If a stockholder or partner is a firm, list the principles of that firm, as stated herein.)

(If bidder or other interested person is a corporation, it must furnish a certificate attesting to corporate existence and authority of officers to sign contracts and other documents. State legal name of corporation, names of the president, secretary, treasurer, and manager thereof.)

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| NAME | BUSINESS ADDRESS | INTEREST (owner, partner, etc.) |
|---|---|---|
| | | |
| | | |
| | | |

Attach additional sheets if necessary

By submission of a bid, a bidder certifies possession of duly issued and valid Contractor's license issued by the State of California will be obtained prior to award of the contract, which license authorizes bidder to contract to perform the type of work required by the specifications.*

Licensed in accordance with an Act providing for the Registration of Contractors:

License No.: _____

Class of License: _____

DIR Registration No._____

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: _____

Relationship to Bidder: _____

*If bidder does not hold a valid contractor's license at the time of bidding, leave these lines blank. At the time of award of the contract the apparent low bidder shall be required to hold a valid contractor's license and to submit this information to the Owner.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

Signature of Bidder:

_____ _____
CONTRACTOR Street Address

Sign here: _____
City, State & Zip

_____

By: _____
Type Name

-AND-

Sign here: _____
Telephone (Include Area Code)

_____ _____
By:_____ Email Address
Type Name

(CORPORATE SEAL)

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and a corporate seal; if bidder is a copartnership, the true names of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

**MADERA MUNICIPAL AIRPORT**
**MADERA, CALIFORNIA**

**REHABILITATE APRON A2 AND HANGAR TAXILANES**

**AIP NO. 3-06-0144-___-2025**
**IFB 202425-24**

## BID SCHEDULE

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| ***BASE BID*** | | | | |
| 1 | 1 LS | SWPPP Submitted by Qualified SWPPP Developer (QSD) and SWPPP Implementation and Monitoring (C-103)<br>_____Dollars<br>and_____Cents<br>Lump Sum | $_____ | $_____ |
| 2 | 1 LS | Mobilization (C-105)<br>_____Dollars<br>and_____Cents<br>Lump Sum | $_____ | $_____* |
| 3 | 1 LS | Marking and Lighting of Closed Airport Facilities (C-106)<br>_____Dollars<br>and_____Cents<br>Lump Sum | $_____ | $_____ |
| 4 | 2,000 CY | Muck Excavation (P-152)<br>_____Dollars<br>and_____Cents<br>per Cubic Yard | $_____ | $_____ |
| 5 | 1,000 CY | Subbase Course (P-154)<br>_____Dollars<br>and_____Cents<br>per Cubic Yard | $_____ | $_____ |
| *Mobilization shall be limited to 10 percent of the total Base Bid. | | | | |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| 6 | 2,900 SY | Geogrid (P-154)<br>_____Dollars<br>and_____Cents<br>per Square Yard | $_____ | $_____ |
| 7 | 11,400 SY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Pulverize, Mix, Excavate, Haul, and Stockpile (P-207)<br>_____Dollars<br>and_____Cents<br>per Square Yard | $_____ | $_____ |
| 8 | 1,000 CY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Place and Compact as ASB (P-207)<br>_____Dollars<br>and_____Cents<br>per Cubic Yard | $_____ | $_____ |
| 9 | 100 CY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Haul, and Dispose Off Site (P-207)<br>_____Dollars<br>and_____Cents<br>per Cubic Yard | $_____ | $_____ |
| 10 | 1,400 Tons | Crushed Aggregate Base Course (P-209)<br>_____Dollars<br>and_____Cents<br>per Ton | $_____ | $_____ |
| 11 | 11,400 SY | Scarify and Recompact Existing Aggregate Base Course (P-209)<br>_____Dollars<br>and_____Cents<br>per Square Yard | $_____ | $_____ |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| 12 | 3,000 Tons | Asphalt Surface Course (P-401)<br>_____Dollars<br>and_____Cents<br>per Ton | $_____ | $_____ |
| 13 | 10 Tons | Emulsified Asphalt Prime Coat (P-602)<br>_____Dollars<br>and_____Cents<br>per Ton | $_____ | $_____ |
| 14 | 5.0 Tons | Emulsified Asphalt Tack Coat (P-603)<br>_____Dollars<br>and_____Cents<br>per Ton | $_____ | $_____ |
| 15 | 1,220 Ln.Ft. | Joint Sealing Filler (P-605)<br>_____Dollars<br>and_____Cents<br>per Linear Foot | $_____ | $_____ |
| 16 | 250 LF | Concrete Cap Existing Utilities (P-610)<br>_____Dollars<br>and_____Cents<br>per Linear Foot | $_____ | $_____ |
| 17 | 1,350 SF | Marking (P-620)<br>_____Dollars<br>and_____Cents<br>per Square Foot | $_____ | $_____ |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| 18 | 120 Lbs. | Reflective Media (P-620)<br>_____Dollars<br>and_____Cents per Pound | $_____ | $_____ |
| | | ***TOTAL BASE BID AMOUNT*** | $_____ | |

Total Base Bid Amount (In Words): _____

_____

_____Dollars

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| ***ADDITIVE ALTERNATE 1*** | | | | |
| 1-1 | 1 LS | Mobilization (C-105)*<br>_____Dollars<br>and_____Cents<br>Lump Sum | $_____ | $_____ |
| 1-2 | 1,400 CY | Muck Excavation (P-152)<br>_____Dollars<br>and_____Cents<br>per Cubic Yard | $_____ | $_____ |
| 1-3 | 900 CY | Subbase Course (P-154)<br>_____Dollars<br>and_____Cents<br>per Cubic Yard | $_____ | $_____ |
| 1-4 | 2,100 SY | Geogrid (P-154)<br>_____Dollars<br>and_____Cents<br>per Square Yard | $_____ | $_____ |
| 1-5 | 5,900 SY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Pulverize, Mix, Excavate, Haul, and Stockpile (P-207)<br>_____Dollars<br>and_____Cents<br>per Square Yard | $_____ | $_____ |
| 1-6 | 500 CY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Place and Compact as ASB (P-207)<br>_____Dollars<br>and_____Cents<br>per Cubic Yard | $_____ | $_____ |
| *Mobilization shall be limited to 10 percent of the total Alternate 1. | | | | |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| 1-7 | 50 CY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Haul, and Dispose Off Site (P-207)<br>_____Dollars<br>and_____Cents<br>per Cubic Yard | $_____ | $_____ |
| 1-8 | 1,000 Tons | Crushed Aggregate Base Course (P-209)<br>_____Dollars<br>and_____Cents<br>per Ton | $_____ | $_____ |
| 1-9 | 5,900 SY | Scarify and Recompact Existing Aggregate Base Course (P-209)<br>_____Dollars<br>and_____Cents<br>per Square Yard | $_____ | $_____ |
| 1-10 | 1,550 Tons | Asphalt Surface Course (P-401)<br>_____Dollars<br>and_____Cents<br>per Ton | $_____ | $_____ |
| 1-11 | 5.0 Tons | Emulsified Asphalt Prime Coat (P-602)<br>_____Dollars<br>and_____Cents<br>per Ton | $_____ | $_____ |
| 1-12 | 2.5 Tons | Emulsified Asphalt Tack Coat (P-603)<br>_____Dollars<br>and_____Cents<br>per Ton | $_____ | $_____ |
| | | ***TOTAL ALTERNATE 1 AMOUNT*** | $_____ | |

Total Alternate 1 Bid Amount (In Words): _____

_____Dollars

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| ***ADDITIVE ALTERNATE 2*** | | | | |
| 2-1 | 1 LS | Mobilization (C-105)*<br>_____Dollars<br>and_____Cents<br>Lump Sum | $_____ | $_____ |
| 2-2 | 1,100 CY | Muck Excavation (P-152)<br>_____Dollars<br>and_____Cents<br>per Cubic Yard | $_____ | $_____ |
| 2-3 | 700 CY | Subbase Course (P-154)<br>_____Dollars<br>and_____Cents<br>per Cubic Yard | $_____ | $_____ |
| 2-4 | 1,600 SY | Geogrid (P-154)<br>_____Dollars<br>and_____Cents<br>per Square Yard | $_____ | $_____ |
| 2-5 | 5,000 SY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Pulverize, Mix, Excavate, Haul, and Stockpile (P-207)<br>_____Dollars<br>and_____Cents<br>per Square Yard | $_____ | $_____ |
| 2-6 | 450 CY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Place and Compact as ASB (P-207)<br>_____Dollars<br>and_____Cents<br>per Cubic Yard | $_____ | $_____ |
| *Mobilization shall be limited to 10 percent of the total Alternate 2. | | | | |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| 2-7 | 50 CY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Haul, and Dispose Off Site (P-207)<br>_____Dollars<br>and_____Cents<br>per Cubic Yard | $_____ | $_____ |
| 2-8 | 800 Tons | Crushed Aggregate Base Course (P-209)<br>_____Dollars<br>and_____Cents<br>per Ton | $_____ | $_____ |
| 2-9 | 5,000 SY | Scarify and Recompact Existing Aggregate Base Course (P-209)<br>_____Dollars<br>and_____Cents<br>per Square Yard | $_____ | $_____ |
| 2-10 | 1,300 Tons | Asphalt Surface Course (P-401)<br>_____Dollars<br>and_____Cents<br>per Ton | $_____ | $_____ |
| 2-11 | 4.0 Tons | Emulsified Asphalt Prime Coat (P-602)<br>_____Dollars<br>and_____Cents<br>per Ton | $_____ | $_____ |
| 2-12 | 2.0 Tons | Emulsified Asphalt Tack Coat (P-603)<br>_____Dollars<br>and_____Cents<br>per Ton | $_____ | $_____ |
| 2-13 | 130 SF | Marking (P-620)<br>_____Dollars<br>and_____Cents<br>per Square Foot | $_____ | $_____ |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| 2-14 | 15 Lbs. | Reflective Media (P-620)<br>_____Dollars<br>and_____Cents<br>per Pound | $_____ | $_____ |
| | | ***TOTAL ALTERNATE 2 AMOUNT*** | $_____ | |

Total Alternate 2 Bid Amount (In Words): _____

_____Dollars

Base Bid Amount $_____
Base Bid + Alternate No. 1 $_____
Base Bid + Alternate No. 1 + Alternate 2 $_____

**NOTES:**

1. **In the event the product of a unit price and an estimated quantity do not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid.**
2. **In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.**
3. **The Owner reserves the right to award the contract on the basis of the Base Bid only or the Base Bid plus Alternate No. 1 or the Base Bid plus Alternate 1 plus Alternate 2 as set forth in the Advertisement for Bids and noted herein depending on available funding from the Federal Aviation Administration.**

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

**BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,as Principal, and_____ _____, as Surety, are held and firmly bound unto the City of Madera, State of California, (hereinafter called "City") in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of_____ _____ ($_____). The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on _____, 2025, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

_____.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within one hundred fifty (150) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City and Judgment is recovered, then Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this ____day of _____, 2025.

_____(SEAL)

_____(SEAL)

_____(SEAL)

PRINCIPAL

_____(SEAL)

_____(SEAL)

_____(SEAL)

SURETY

_____

_____

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

## DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 et seq. of the Government Code of the State of California, and any amendments thereof, the undersigned bidder has set forth below:

(a) The name and location of the place of business of each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be performed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the undersigned's total bid; and

(b) The portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (0.5%) of the undersigned's total bid. The undersigned shall list only one subcontractor for each such portion.

(c) An indication as to which subcontractors or suppliers are DBE.

Note: When there is a failure to list a subcontractor, the law provides that the prime Contractor agrees to do the work himself, and that said prime Contractor agrees that he is fully qualified to perform such work.

| Portion of Work | Percent of Total Contract | Subcontractor | Address | License No.* | DIR No. |
|---|---|---|---|---|---|
| | | | | | |
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| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

By_____
(Bidder's Signature)

*An inadvertent error in California contractor license number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive as long as the corrected Contractor's license number is submitted to the City by the prime contractor within 24 hours of the bid opening.

*If subcontractor does not hold a valid contractor's license at the time of bidding, leave this column blank. At the time of award of the contract the subcontractor shall be required to hold a valid contractor's license.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

**CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**
**(SEE SECTION 20-02 OF THE FAA GENERAL CONTRACT PROVISIONS)**

The undersigned bidder certifies that he/she is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under terms of the contract documents. Bidder further certifies that he/she is skilled and regularly engaged in the general class and type of work called for in the contract documents.

In accordance with the requirements, the bidder represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he/she is aware of such peculiar risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction with the respect to such hazards.

LIST OF SIMILAR PROJECTS:

1. Project Name:_____
   Owner:_____
   Construction Cost:_____
   Construction Time:_____ Calendar Days
   Owner's Representative:_____
   Owner's Telephone No.:(___)_____
   Date of substantial or final completion:_____

2. Project Name:_____
   Owner:_____
   Construction Cost:_____
   Construction Time:_____ Calendar Days
   Owner's Representative:_____
   Owner's Telephone No.:(___)_____
   Date of substantial or final completion:_____

3. Project Name:_____
   Owner:_____
   Construction Cost:_____
   Construction Time:_____ Calendar Days
   Owner's Representative:_____
   Owner's Telephone No.:(___)_____
   Date of substantial or final completion:_____

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

4. Project Name:_____

   Owner:_____

   Construction Cost:_____

   Construction Time:_____ Calendar Days

   Owner's Representative:_____

   Owner's Telephone No.:(___)_____

   Date of substantial or final completion:_____

5. Project Name:_____

   Owner:_____

   Construction Cost:_____

   Construction Time:_____ Calendar Days

   Owner's Representative:_____

   Owner's Telephone No.:(___)_____

   Date of substantial or final completion:_____

6. Project Name:_____

   Owner:_____

   Construction Cost:_____

   Construction Time:_____ Calendar Days

   Owner's Representative:_____

   Owner's Telephone No.:(___)_____

   Date of substantial or final completion:_____

7. Project Name:_____

   Owner:_____

   Construction Cost:_____

   Construction Time:_____ Calendar Days

   Owner's Representative:_____

   Owner's Telephone No.:(___)_____

   Date of substantial or final completion:_____

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

LIST OF EQUIPMENT TO BE USED ON THE PROJECT:

| | |
|---|---|
| | |
| | |
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| | |

LIST OF KEY PERSONNEL AVAILABLE FOR THE WORK:

| Name | Job Responsibility |
|---|---|
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| | |
| | |
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| | |
| | |
| | |

Name of Bidder

Signature of Bidder

Contractor's License No.

Title of Signator

Date

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

**BIDDER'S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EEO CLAUSE**

The Bidder shall complete the following statement by checking the appropriate lines:

*The Bidder has ☐ has not ☐ participated in a previous contract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

*The Bidder has ☐ has not ☐ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated in a previous contract subject to the Equal Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I," prior to the award of contract:

*NOTE: Failure to complete these boxes may be grounds for rejecting bid.

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

_____ _____

Signature (Name of Bidder)

_____ _____

Date (Name & Title of Signing Official)

Business Address_____

_____

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

## CERTIFICATES REGARDING DEBARMENT

### CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DATE _____ SIGNED BY _____

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

## TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign

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country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

DATE _____ SIGNED BY _____

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

## CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned 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 sub-recipients 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.

DATE _____ SIGNED BY _____

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

AFFIDAVIT MUST BE NOTARIZED

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

STATE OF CALIFORNIA )
) ss.
COUNTY OF_____)

I _____(Name), being first duly sworn, deposes and says that he or she is (Title) of _____(Firm Name) the party making the foregoing bid 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.

TITLE OF CONTRACT _____

CONTRACT NO. _____

_____
(Signature)

AFFIDAVIT MUST BE NOTARIZED

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

## CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 2 Waiver (Nonavailability) -** The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

| | |
|---|---|
| Date | Signature |
| Company Name | Title |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

## CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

| | |
|---|---|
| Date | Signature |
| Company Name | Title |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

**CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

1) The applicant represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) The applicant represents that it is (  ) is not (  ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency**: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

| | |
|---|---|
| Date | Signature |
| Company Name | Title |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

**DATE _____ SIGNED BY _____**

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

## IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

**Madera Municipal Airport, Madera, California, Rehabilitate Apron A2 and Hangar Taxilanes, AIP No. 3-06-0144-___-2025, IFB 202425-24** ("Project" or "Contract")

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars ($1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

☐ 1. Bidder's total bid is less than one million dollars ($1,000,000).

**OR**

☐ 2. Bidder's total bid is one million dollars ($1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

**OR**

☐ 3. Bidder's total bid one million dollars ($1,000,000) or more, but the City has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the City is included with Bid**.

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

**DATE** _____ **SIGNED BY** _____

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

## FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

**BIDDERS LIST COLLECTION FORM**

**Prime Contractor**

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

| NAICS Code(s) associated with Bid Project | Race of Majority Owner | Age of Firm | Annual Gross Receipts |
|---|---|---|---|
| | ☐ Black American ☐ Non-minority<br>☐ Hispanic American ☐ Other<br>☐ Asian-Pacific American<br>☐ Subcontinent Asian American<br>☐ Native American | ☐ Less than 1 year<br>☐ 1 - 3 years<br>☐ 4 - 7 years<br>☐ 8 - 10 years<br>☐ More than 10 years | ☐ Less than $1 million<br>☐ $1 - $3 million<br>☐ $3 - $6 million<br>☐ $6 - $10 million<br>☐ Over $10 million |
| **Gender of Majority Owner** | | | |
| ☐ Male ☐ Female ☐ Other | | | |

**Sub Contractor**

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

| NAICS Code(s) associated with Bid Project | Race of Majority Owner | Age of Firm | Annual Gross Receipts |
|---|---|---|---|
| | ☐ Black American ☐ Non-minority<br>☐ Hispanic American ☐ Other<br>☐ Asian-Pacific American<br>☐ Subcontinent Asian American<br>☐ Native American | ☐ Less than 1 year<br>☐ 1 - 3 years<br>☐ 4 - 7 years<br>☐ 8 - 10 years<br>☐ More than 10 years | ☐ Less than $1 million<br>☐ $1 - $3 million<br>☐ $3 - $6 million<br>☐ $6 - $10 million<br>☐ Over $10 million |
| **Gender of Majority Owner** | | | |
| ☐ Male ☐ Female ☐ Other | | | |

**Sub Contractor**

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

| NAICS Code(s) associated with Bid Project | Race of Majority Owner | Age of Firm | Annual Gross Receipts |
|---|---|---|---|
| | ☐ Black American ☐ Non-minority<br>☐ Hispanic American ☐ Other<br>☐ Asian-Pacific American<br>☐ Subcontinent Asian American<br>☐ Native American | ☐ Less than 1 year<br>☐ 1 - 3 years<br>☐ 4 - 7 years<br>☐ 8 - 10 years<br>☐ More than 10 years | ☐ Less than $1 million<br>☐ $1 - $3 million<br>☐ $3 - $6 million<br>☐ $6 - $10 million<br>☐ Over $10 million |
| **Gender of Majority Owner** | | | |
| ☐ Male ☐ Female ☐ Other | | | |

*THIS SHEET TO BE SUBMITTED*
*NO LATER THAN 4:00 P.M. ON THE FOURTH BUSINESS DAY FOLLOWING DATE OF BID OPENING.*

**Sub Contractor**

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

| NAICS Code(s) associated with Bid Project | Race of Majority Owner | Age of Firm | Annual Gross Receipts |
|---|---|---|---|
| | ☐ Black American ☐ Non-minority<br>☐ Hispanic American ☐ Other<br>☐ Asian-Pacific American<br>☐ Subcontinent Asian American<br>☐ Native American | ☐ Less than 1 year<br>☐ 1 - 3 years<br>☐ 4 - 7 years<br>☐ 8 - 10 years<br>☐ More than 10 years | ☐ Less than $1 million<br>☐ $1 - $3 million<br>☐ $3 - $6 million<br>☐ $6 - $10 million<br>☐ Over $10 million |
| **Gender of Majority Owner** | | | |
| ☐ Male ☐ Female ☐ Other | | | |

**Sub Contractor**

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

| NAICS Code(s) associated with Bid Project | Race of Majority Owner | Age of Firm | Annual Gross Receipts |
|---|---|---|---|
| | ☐ Black American ☐ Non-minority<br>☐ Hispanic American ☐ Other<br>☐ Asian-Pacific American<br>☐ Subcontinent Asian American<br>☐ Native American | ☐ Less than 1 year<br>☐ 1 - 3 years<br>☐ 4 - 7 years<br>☐ 8 - 10 years<br>☐ More than 10 years | ☐ Less than $1 million<br>☐ $1 - $3 million<br>☐ $3 - $6 million<br>☐ $6 - $10 million<br>☐ Over $10 million |
| **Gender of Majority Owner** | | | |
| ☐ Male ☐ Female ☐ Other | | | |

**Sub Contractor**

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

| NAICS Code(s) associated with Bid Project | Race of Majority Owner | Age of Firm | Annual Gross Receipts |
|---|---|---|---|
| | ☐ Black American ☐ Non-minority<br>☐ Hispanic American ☐ Other<br>☐ Asian-Pacific American<br>☐ Subcontinent Asian American<br>☐ Native American | ☐ Less than 1 year<br>☐ 1 - 3 years<br>☐ 4 - 7 years<br>☐ 8 - 10 years<br>☐ More than 10 years | ☐ Less than $1 million<br>☐ $1 - $3 million<br>☐ $3 - $6 million<br>☐ $6 - $10 million<br>☐ Over $10 million |
| **Gender of Majority Owner** | | | |
| ☐ Male ☐ Female ☐ Other | | | |

Please copy page if you need to add more subcontractors.

*THIS SHEET TO BE SUBMITTED*
*NO LATER THAN 4:00 P.M. ON THE FOURTH BUSINESS DAY FOLLOWING DATE OF BID OPENING.*

**Background 49 CFR §23.26 and §26.39**

The Sponsor has established a Small Business Element in accordance with 49 CFR Part 23 and 26 to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation and to create a level playing field on which small businesses can compete fairly. While there is no specific numerical goal assigned to small business participation the prime contractor/concessionaire should make every effort to solicit small business concerns (as defined in 13 CFR Part 121 or 49 CFR Part 23.33) to participate as sub-contractors/sub-concessionaries, service providers, suppliers, etc.

The Sponsor encourages small business participation, including AC/DBE certified firms and SBA certified Small Disadvantaged Business (SBD), Women-Owned Small Business/Economically Disadvantaged Women-Owned Small Businesses (ED/WOSB), Veteran-Owned Small Business/Service-Disabled Veteran-Owned Small Business (SD/VOSB), 8(a) Small Business Development Program (8(a)), SBA Mentor-Protégé Program (SBA MP), and HUBZone Program (HUBZone).

AC/DBE certified firms can be located through the State's UCP website and SBA certified firms can be located through the Small Business Search Tool (https://beta-search.certify.sba.gov/advanced and https://dsbs.sba.gov/search/dsp_dsbs.cfm).

**Prime Information**

Firm Name: _____

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

**Small Business Firms to be Utilized**

Firm Name: _____

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.

☐ AC/DBE ☐ SBD ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

| NAICS Code | Description of Work to be Performed | Estimated Total Cost of Work |
|---|---|---|
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | Total Amount | $ - |

Firm Name: _____

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.

☐ AC/DBE ☐ SBD ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

| NAICS Code | Description of Work to be Performed | Estimated Total Cost of Work |
|---|---|---|
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | Total Amount | $ - |

Firm Name: _____

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.

☐ AC/DBE ☐ SBD ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

| NAICS Code | Description of Work to be Performed | Estimated Total Cost of Work |
|---|---|---|
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | Total Amount | $ - |

**Prime Signature**

Signature: _____ Company Name: _____

Print Name: _____ Date: _____

Title: _____

**Reviewer Certification (For use by Sponsor Only)**

Signature: _____ Company Name: _____

Print Name: _____ Date: _____

Title: _____

*THIS SHEET TO BE SUBMITTED*
*NO LATER THAN 4:00 P.M. ON THE FOURTH BUSINESS DAY FOLLOWING DATE OF BID OPENING.*

**NON-CERTIFIED SMALL BUSINESS VERIFICATION FORM**

**Background 49 CFR §23.26 AND §26.39**

Firms seeking to participate under the Sponsor's Small Business Element who are not certified under one of the pre-qualified certifications listed on the Fostering Small Business Participation Form but believe their firm meets the small business requirements per 13 CFR Part 121 or 49 CFR 23.33 should complete the attached form and provide the requested documentation. Firms meeting the requirements as verified by the Sponsor are eligible to participate in the Small Business Participation Plan.

**Firm Information**

Firm Name: _____

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

**Business Profile**

| Describe the primary activities of your firm: | Associated NAICS Codes: |
|---|---|
| | |

**Number of Employees**

Full-time: _____ Part-time: _____ Total: _____

**Gross Receipts of Firm**

Gross Receipts of Firm for the last 5 years:

Attach tax returns for the last five years.

| | | | |
|---|---|---|---|
| Year: | | Total Receipts: | $ - |
| Year: | | Total Receipts: | $ - |
| Year: | | Total Receipts: | $ - |
| Year: | | Total Receipts: | $ - |
| Year: | | Total Receipts: | $ - |
| | | Average Receipts: | $ - |

**Gross Receipts for all Affiliates***

Gross Receipts of Affiliates for the last 5 years:

Affiliates are defined in accordance with the Small Business Administration (SBA) definition.

Attach tax returns for all affiliate firms for the last five years.

| | | | |
|---|---|---|---|
| Year: | | Total Receipts: | $ - |
| Year: | | Total Receipts: | $ - |
| Year: | | Total Receipts: | $ - |
| Year: | | Total Receipts: | $ - |
| Year: | | Total Receipts: | $ - |
| | | Average Receipts: | $ - |

**Firm Signature**

The firm attests that the presented information is accurate and correct.

Signature: _____ Company Name: _____

Print Name: _____ Date: _____

Title: _____

**Reviewer Certification (For use by Sponsor Only)**

The above presented information and attachments have been reviewed and it is concluded that: ☐ Meets the requirements of a Small Business ☐ Does not meet the requirements of a Small Business

Signature: _____ Employer: _____

Print Name: _____ Date: _____

Title: _____

*THIS SHEET TO BE SUBMITTED*
*NO LATER THAN 4:00 P.M. ON THE FOURTH BUSINESS DAY FOLLOWING DATE OF BID OPENING.*

**Exhibit D**

# ADDENDUM NO. 3

**DATE:** April 15, 2025

**TO:** Planholders

**RE:** MADERA MUNICIPAL AIRPORT, REHABILITATE APRON A2 AND HANGAR TAXILANE, AIP NO. 3-06-0144-0XX-2025, IFB 202425-24

This addendum forms a part of the construction documents. It revises the bid opening date due to the upcoming Good Friday and Easter Holiday

Bidders are required to acknowledge receipt of this addendum on the sheet included with the bid package. Failure to acknowledge receipt of this addendum may subject bidder to disqualification.

## ADDENDUM NO. 3 CONTAINS THE FOLLOWING:

Revise all references to the Bid Opening date shall be deleted and replaced with

- Bid Opening Date: Tuesday April 22, 2025

**The date of the Bid Opening is Tuesday, April 22, 2025, at 2:00 P.M.**

**Submit bids to the City of Madera through the City's PlanetBids vendor portal at** https://pbsystem.planetbids.com/portal/54016/portal-home.

Melissa S. Brandley, P.E.
Project Engineer

Acknowledgement of receipt of Addendum No. 3 shall be entered in the space provided in the first paragraph of the Bid Form.

This addendum is hereby made part of the Request for Proposals to the same extent as though it was originally included therein. Each proposer shall submit a copy of receipt of this Addendum on the Request for Proposal Submittal.

**70-20 Archaeological and historical findings**. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work,* and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

**70-21 Insurance Requirements.** 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.

**Hold Harmless and Indemnification Clause**

*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.

**END OF SECTION 70**

## SECTION A

## INVITATION FOR BIDS (IFB)

Electronic bids for "MADERA MUNICIPAL AIRPORT, REHABILITATE APRON A2 AND HANGAR TAXILANES, AIP NO. 3-06-0144-___-2025, IFB 202425-24" will be accepted on City bid forms provided by the City until 2:00 P.M., P.D.S.T. on, Friday, April 18, 2025.

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.

All required sections shall be submitted via the website. Bidder is solely responsible for on time submission of their electronic submittal. The bid management system will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the bid management system indicating their bid was submitted successfully. The City will only receive those submittals that were transmitted successfully. Do not fax or e-mail. In the event you encounter technical difficulties during the uploading process, please contact Planet Bids technical support directly via email at support@planetbids.com or call (818) 992-1771 (M-F from 7:00am to 5:00pm Pacific).

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

**GENERAL WORK DESCRIPTION; CONTRACT TIME:** The WORK, in general, consists of the removal of the existing asphalt surface course and aggregate base course, recompaction of the existing aggregate base course, and the placement of new asphalt surface course. New airfield markings will be installed. This project is being bid with a Base Bid and two alternates, as shown on the Construction Safety and Phasing Plan, Sheet No. 2 of the Construction Drawings.

This work shall be constructed in accordance with details as shown on the plans and described in the specifications for this project. All the work to be performed under this contract shall be completed within twenty five (25) working days for the Base Bid, within six (6) working days for Alternate 1, and within six (6) working days for Alternate 2, for a total of thirty seven (37) working days for the total project. No working days will be charged for one week of AC cure before paint.

**PRE-BID CONFERENCE:** The City shall conduct a Pre-bid Conference on Wednesday, April 2, 2025 , at 10:00 A.M. at the following location: Airport Manager's Office, Madera Municipal Airport, 4020 Aviation Drive, Madera, CA 93637. All interested bidders are invited to attend.

**OBTAINING CONTRACT DOCUMENTS:** A copy of the Invitation for Bids (FE) may be viewed or obtained by visiting or contacting the following:

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Each bidder must supply all the information required by the bid documents and specifications.

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The award of this project is contingent upon a grant offer from the Federal Aviation Administration and acceptance of the grant offer by the City of Madera.

The City of Madera reserves the right to reject any and/or all bids or to utilize any alternate procedures as authorized by California Public Contracts Code Sections 20166 and 20167, and accept such bids as are to the best interest of the City. The City reserves the right to waive an informality or irregularity on a bid. No bidder may withdraw his bid for a period of one hundred fifty (150) days after the date

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**FEDERAL PROVISIONS** – The work to be done is being financed in whole or in part by means of a grant made by the United States acting through the Federal Aviation Administration of the Department of Transportation. This project is subject to the Federal provisions, statutes and regulations as set forth in the project specifications.

This project is under and subject to the Equal Opportunity Clause, the Federal Fair Labor Standards Act, and Wage Rate Decision contained in the contract documents.

The requirements of 49 CFR Part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Sponsor encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**Small Business Participation:** The Sponsor has established a Small Business Element in accordance with 49 CFR Part 26 to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation and to create a level playing field on which small businesses can compete fairly. While there is no specific numerical goal assigned to small business participation the prime contractor should make every effort to solicit small business concerns (as defined in 13 CFR Part 121) to participate as subcontractors, service providers, suppliers, etc.

The Bidder must submit the Small Business Participation information with its proposal on the forms provided herein (Fostering Small Business Participation & Non-Certified Small Business Verification Form).

**Socially/Economically Disadvantaged Financial Institutions:** The Sponsor encourages Contractors and Subcontractors to utilize the services of financial institutions owned and controlled by socially and economically disadvantaged individuals in the community. You can find a link to Minority-Owned Financial Institutions and their branches on the FDIC website: https://www.fdic.gov/regulations/resources/minority/mdi.html or the U. S. Department of Treasury – Bureau of the Fiscal Service https://fiscal.treasury.gov/mbdp/.

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**DIR REGISTRATION**: In accordance with Senate Bill 854 (SB 854), all contractors submitting a bid for this project must be registered with the Department of Industrial Relations (DIR). All contractors and subcontractors who bid and work on any District-awarded public works project must be registered.

CITY OF MADERA

MADERA, CALIFORNIA

# MADERA MUNICIPAL AIRPORT
# REHABILITATE APRON A2 AND HANGAR TAXILANES
# AIP NO. 3-06-0144-___-2025
# IFB 202425-24

REGISTERED PROFESSIONAL ENGINEER
MELISSA S. BRANDLEY
No. C 71139
Exp. 6-30-2025
CIVIL
STATE OF CALIFORNIA

3-13-25

MARCH 2025

CITY OF MADERA
PUBLIC WORKS DEPARTMENT
1030 S. GATEWAY DRIVE
MADERA, CA 93637

# SPECIFICATIONS FOR

# MADERA MUNICIPAL AIRPORT
# MADERA, CALIFORNIA

## REHABILITATE APRON A2 AND HANGAR TAXILANES

**AIP NO. 3-06-0144-___-2025**
**IFB 202425-24**

**MARCH 2025**

**PREPARED BY:**

**BRANDLEY ENGINEERING**
**LOOMIS, CALIFORNIA**

**SPECIFICATIONS FOR**

# MADERA MUNICIPAL AIRPORT
# MADERA, CALIFORNIA

## REHABILITATE APRON A2 AND HANGAR TAXILANES

**AIP NO. 3-06-0144-___-2025**
**IFB 202425-24**

**CITY OF MADERA**
**COUNTY OF MADERA**
**STATE OF CALIFORNIA**

**MARCH 2025**

**ARNOLDO RODRIGUEZ**
**CITY MANAGER**

**CIVIL ENGINEER**

**Brandley Engineering**
**6125 King Road, Suite 201**
**Loomis, California 95650-8004**
**(916) 652-4725**
**Fax (916) 652-9029**

**SPECIFICATIONS FOR**

**MADERA MUNICIPAL AIRPORT**
**MADERA, CALIFORNIA**

**REHABILITATE APRON A2 AND HANGAR TAXILANES**

**AIP NO. 3-06-0144-___-2025**
**IFB 202425-24**

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## APPENDICES


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APPENDIX B – Construction Management Plan

# *DIVISION I*

# *ORGANIZATION OF SPECIFICATIONS*

# DIVISION I
# ORGANIZATION OF SPECIFICATIONS

The Bid and Contract Documents are included in Division II of these specifications.

These specifications include the required Federal Provisions in Division III, including the FAA General Contract Provisions in Part A and the General Construction Items in Part B, which are taken from Advisory Circular 150/5370-10H, "Standards for Specifying Construction of Airports." Also included in Division III are Part C, Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects, and Part D, Department of Labor Wage Determination.

The Special Provisions are included in Division IV.

The FAA Technical Provisions of this specification are included in Division V of these specifications and are based on Advisory Circular 150/5370-10H, "Standards for Specifying Construction of Airports." Those sections of these standard specifications applicable to the project have been included.

An Airport Construction Safety and Phasing Plan (CSPP) has been prepared to outline all safety issues related to the proposed construction. This CSPP is included in these specifications as Appendix A. The Contractor will be required to submit all reports designated in the CSPP and implement all safety measures set forth in this plan.

The Contractor is responsible for all Quality Control (QC) during the construction of this project, including testing and inspection. A Construction Management Plan has been prepared and is included in Appendix B of these specifications. This plan outlines how this project will be managed during construction and includes construction management personnel and resumes, inspection procedures and frequencies, submittal process, quality control testing, quality assurance testing, and test result documentation.

# *DIVISION II*

# *BIDDING AND CONTRACT DOCUMENTS*

## SECTION A

## INVITATION FOR BIDS (IFB)

Electronic bids for "MADERA MUNICIPAL AIRPORT, REHABILITATE APRON A2 AND HANGAR TAXILANES, AIP NO. 3-06-0144-___-2025, IFB 202425-24" will be accepted on City bid forms provided by the City until 2:00 P.M., P.D.S.T. on, Friday, April 18, 2025.

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.

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## SECTION B

## INSTRUCTIONS TO BIDDERS

Notice is hereby given that electronic bids will be received by the City of Madera on City bid forms provided by the City through the City's PlanetBids vendor portal at https://pbsystem.planetbids.com/portal/54016/portal-home at the time set forth in the Advertisement for Bids for the furnishing of all required tax, labor, material, transportation, and equipment necessary for the construction of all work covered by AIP No. 3-06-0144-___-2025, IFB 202425-24, REHABILITATE APRON A2 AND HANGAR TAXILANES, at Madera Municipal Airport, all in accordance with the plans and specifications on file with the City of Madera, 428 E. Yosemite Avenue, Madera, CA 93638, to which bidders are particularly referred.

Immediately after the time set for opening of bids, the proposals will be "opened" when they become public on PlanetBids and will be referred to and considered by the City Council at a scheduled regular meeting. Any bid received after the time specified will be returned to the bidder unopened.

### 1. SCOPE OF PROJECT

The work to be done under this contract consists of furnishing all materials, plant and equipment, and performing all necessary labor in accordance with the prepared plans, specifications, and special provisions as directed by the City or its authorized representative, as follows:

> Rehabilitate Apron A2 and Hangar Taxilanes - Removal of the existing asphalt surface course and aggregate base course, recompaction of the existing aggregate base course, and the placement of new asphalt surface course. New airfield markings will be installed. This project is being bid with a Base Bid and two alternates, as shown on Sheet No. 2, Construction Safety and Phasing Plan.
>
> Depending on the level of FAA funding available for this project, the bid will be awarded on the basis of the Base Bid only, or the Base Bid plus Alternate 1, or the Base Bid plus Alternate 1 plus Alternate 2.

### 2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten and the BID FORM must be fully completed and executed when submitted. Only one copy of the BID FORM is required.

All bids must be submitted through the City's PlanetBids vendor portal at https://pbsystem.planetbids.com/portal/54016/portal-home.

All required sections shall be submitted via the website. Bidder is solely responsible for on time submission of their electronic submittal. The bid management system will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the bid management system indicating their bid was submitted successfully. The City will only receive those submittals that were transmitted successfully. Do not fax or e-mail. In the event you encounter technical difficulties during the uploading process, please contact Planet Bids technical support directly via email at support@planetbids.com or call (818) 992-1771 (M-F from 7:00am to 5:00pm Pacific).

## 3. OWNER'S ACCEPTANCE OF BIDS

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 150 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons.

a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited or otherwise included in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective bidder.

c. Contractor default under previous contracts with the Owner.

d. Unsatisfactory work on previous contracts with the Owner.

Any one or more of the following causes may be considered as sufficient for disqualification of a BIDDER and rejection of his proposal or proposals:

a. More than one proposal for the same work from an individual, partnership or corporation.

b. Evidence of collusion among BIDDERS. Participants in such collusion will receive no recognition as BIDDERS for any future work of the OWNER until such participant shall have been reinstated as a qualified BIDDER.

c. Lack of competency and adequate machinery, plant or other equipment, as may be revealed by financial statement if required.

d. For unsatisfactory performance record as shown by past work for the OWNER, judged from the standpoint of workmanship and progress.

e. Prior commitments or obligations which in the judgement of the OWNER might hinder or prevent the prompt completion of the work.

f. Failure to pay, or satisfactorily settle, all payments due for labor or materials on former contracts in force at the time of letting the BID.

g. Failure to comply with any qualifications regulation of the OWNER.

h. Omission of proposal guaranty.

Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price of each pay item listed in the proposal, except in the case of authorized alternate pay items for which the bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

A BIDDER who claims a mistake in his BID must follow the procedures in Public Contract Code Division 2, Part 1, Chapter 5 et seq in seeking relief of his or her BID.

## 4. LOCAL CONDITIONS

Bidders are notified that they must carefully examine the Plans and Specifications, annexed forms of Proposal, FAA General Contract Provisions, and Contract and thoroughly familiarize themselves with all State and other laws pertaining to this improvement. They must also examine and judge for themselves as to the location and character of the proposed work, the amounts and quality of the materials to be required, the work to be done, the probable soil classification, and other features to be encountered. No allowance will be made to any bidder because of lack of such examination or knowledge. Bidders will be permitted to make such tests and examinations as they deem necessary to determine the character of the material which will be encountered in excavation. Such tests and examinations shall not interfere with airport operations and shall have prior approval of the Owner.

If any bidder is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from, the drawings or specifications, he/she shall submit any questions through the City's PlanetBids vendor portal at

https://pbsystem.planetbids.com/portal/54016/portal-home no later than 5:00 PM, Wednesday, April 9, 2025. No oral 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. The person submitting the request will be responsible for its prompt delivery. Any clarification or correction will be made by written addendum, which shall be uploaded to the City's PlanetBids vendor portal. The City will not be responsible for any other explanation or interpretation of the Contract Documents.

The Contract Documents contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the Contract.

Any addenda issued before the time in which to submit bids expires shall form a part of the Contract Documents and shall be covered in the bid. Each bidder shall confirm receipt of any and all addenda in the space provided in Paragraph 1 of the bid form.

No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for.

## 5. EXISTING FACILITIES

The Contractor's attention is directed to the fact that the existing airport facilities must be kept in operation with an absolute minimum of interference in order that no delays or hazards affect the using of this airport facility. The Contractor shall be required to plan and coordinate his/her work with the Resident Project Representative (RPR) in such a manner as to ensure safety and a minimum of hindrance to the public using the facilities. All construction and access to the construction must be confined to the limits designated by the RPR.

## 6. ESTIMATE OF QUANTITIES

An estimate of quantities of work to be done and materials to be furnished under these Specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the Contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications and accepted by the Owner. It is understood that the quantities may be increased or decreased as hereinafter provided in Section 90, *Measurement and Payment*, without in any way invalidating the unit bid prices.

Bidders must satisfy themselves as to the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the DRAWINGS and SPECIFICATIONS including ADDENDA. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of WORK or the nature of the WORK to be done.

## 7. BIDDER'S QUALIFICATIONS

Each bidder shall furnish the Owner satisfactory evidence of his/her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the Owner satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the Contractor's last fiscal year. Such statement or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his/her (bidder's) true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that he is pre-qualified with the State Highway Division and is on the current "Bidder's List" of the state in which the proposed work is located. Such evidence of State Highway Division pre-qualification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports hereinbefore specified.

The three lowest bidders shall submit evidence of competency and evidence of financial responsibility to the Owner no later than 4:00 p.m. on the fourth business day following opening of bids.

## 8. CONTRACTOR'S LICENSE

It is not required that bidders hold a valid contractor's license at the time of bidding. It is, however, required that prior to award of a contract a Contractor hold a valid Class "A" contractor's license in accordance with the State Contractor's License Law requirements under the provisions of Chapter 791, Statutes of California, 1929, as amended.

## 9. SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the Owner. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization not less than 30 percent of the total contract cost, except that any items designated by the Contractor and approved by the Owner as "specialty items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work to be performed by the Contractor with his own organization. No subcontracts or transfer of contract shall release the Contractor of his liability under contracts and bonds.

## 10. IDENTIFICATION OF SUBCONTRACTOR BY BIDDERS

The Bidder shall include in his/her proposal for the work the name, location of the place of business, and California contractor's license number of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the general contractor's total bid, and the portion of the work which will be done by each subcontractor. An inadvertent error in California Contractor License Number shall not be grounds for filing a bid protest or ground for considering the bid nonresponsive as long as the corrected Contractor's License Number is submitted to the City by the prime contractor within 24 hours of the bid opening.

## 11. FORM OF PROPOSAL

All proposals must be submitted on the form furnished herewith and bound herein, and in addition to the necessary unit price items to make a complete bid, all blanks giving general information must be filled in and the bid signed by the Contractor or his/her duly authorized agent.

Proposals for the project described in Paragraph 1 of this section must be enclosed in a sealed envelope plainly addressed and marked as set forth in the Advertisement for Bids and must be on file prior to the time of opening of bids.

Each BID must be accompanied by a Bid Bond payable to the OWNER for ten percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the bonds of all except the three lowest responsible BIDDERS. When the Agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The Bid Bond of the successful BIDDER will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified or cashier's check may be used in lieu of a Bid Bond.

Attorney's-in-Fact who sign Bid Bonds must file with each bond a certified and effective dated copy of their power of attorney.

All bidders must submit with their bids a list of their proposed subcontractors in compliance with Sections 4100-4113 of the Government Code of the State of California. Forms for this designation are furnished in the Contract Documents.

## 12. CALIFORNIA AIR RESOURCES BOARD ("CARB") REGULATIONS

The City is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, valid Certificates of Reported Compliance ("CRC") for the Bidder's fleet and for the fleet(s) of its listed subcontractors (including any applicable leased equipment or vehicles). Bidder must additionally complete and submit the Fleet Compliance Certification, included in the Bid Documents. Failure to provide a CRC for the Bidder, and for all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the Bid non-responsive.

## 13. BASIS OF AWARD

The contract, if awarded, will be awarded to the lowest responsive and responsible bidder who is in compliance with these instructions and the Advertisement for Bids, provided the bids are reasonable and it is to the interest of the Owner to accept them. If the bid form contains additive and/or deductive alternates, the Owner, for cost considerations, may select additive and/or deductive alternates before determining the lower bidder. The competency and the responsibility of bidders and of their proposed subcontractors will be considered in making the award of the bid. The Owner reserves the right to reject any or all bids, to waive irregularities not affecting substantial rights, and to delay the award pending approval of the Federal Aviation Administration.

The award of this project is contingent upon a grant offer from the Federal Aviation Administration and acceptance of the grant offer by the City of Madera.

In case of conflict in the proposal between unit price bid and the extended total, the unit price bid shall govern. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

This project is being bid with a Base Bid and two alternates. The City may elect to award the project with the Base Bid only or the Base Bid plus Alternate No. 1 or the Base bid plus Alternate 1 plus Alternate 2, depending on funds available.

As a condition of responsiveness, the Bidder or Offeror must submit the following information about all prime contractors and subcontractors. with its proposal utilizing the "Bidders List Collection Form" provided in the Bid Form.

- Firm's name;
- Firm's address including zip code;
- Firm's status as a DBE or non-DBE;
- Race and gender information for the firm's majority owner;
- NAICS code applicable to each scope of work the firm sought to perform in its bid;
- Age of the firm; and
- Annual gross receipts of the firm.

This document and all supporting documentation must be submitted with the bid. **HOWEVER**, bidder may submit the "Bidder's List Collection Form," Fostering Small Business Participation," and Non Certified Small Business Verification Form" up to but **NO LATER** than 4:00 p.m. on the **FOURTH** business day following the date of bid opening.

The basis of the award is subject to all conditions as contained in these specifications. It is understood and agreed that all equipment and material items shall be in stockpile under immediate control of the Contractor prior to the time they will be needed to complete the work at the Airport.

The contract award will be made within one hundred fifty (150) calendar days after the date set for the opening of the bids. The Contractor shall commence work within ten (10) calendar days after the date set by the City of Madera in the written Notice to Proceed to the Contractor.

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within fifteen (15) calendar days from the date when the NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may, at his option, consider the BIDDER in default, in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

The party to whom the Contract is awarded will be required to meet the insurance requirements as specified in the CONTRACT DOCUMENTS and provide proof of carriage of insurance on the specified format prior to execution of the Agreement.

The Owner, within 15 days of receipt of acceptable Performance Bond, Payment Bond, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within 10 days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and the CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the 10-day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as it deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein. The CONTRACT will not be awarded to anyone on the debarred list of Contractors.

## 14. CONTRACT BONDS

Upon receipt of written notice of award of the contract and not more than fifteen (15) calendar days thereafter, the Contractor shall furnish the following bonds with power of attorney issued by a surety licensed to do business in the State of California. The form of the bonds shall be acceptable to the Owner:

a. Faithful Performance Bond in a sum equal to one hundred percent (100%) of the amount of the contract awarded. This bond shall be made payable to the City of Madera to guarantee the faithful performance of the contract.

b. Payment Bond in a sum equal to one hundred percent (100%) of the amount of the contract awarded. This bond shall be made payable to the City of Madera to guarantee the payment of all labor, materials, rentals, etc. This bond shall have specific provisions to assure payment of all unemployment contributions which become due and payable.

Attorney's-in-Fact who signs Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

## 15. WORKER'S COMPENSATION INSURANCE

The Contractor shall provide worker's compensation insurance, as required under the laws of the State of California, protecting the employees on the work, and shall pay all premiums due thereunder.

## 16. PUBLIC LIABILITY INSURANCE

For insurance requirements see "Insurance Requirements" included in Item 70-21 of Division III, Part A, FAA General Contract Provisions, of these specifications.

## 17. CONTRACT TIME

The Contractor shall begin work within ten (10) calendar days after the date set in the written Notice to Proceed by the Owner and shall diligently prosecute same to completion for all of the proposed construction.

The contract time for the completion of the total project shall be thirty seven (37) working days, consisting of twenty five (25) working days for the Base Bid, six (6) working days for Alternate 1, and six (6) working days for Alternate 2, beginning on date of written Notice to Proceed. No working days will be charged for one week of AC cure before paint.

The airport must remain open at all times during this construction. Portions of the airport will be closed during construction including portions of Taxiway P, Apron A2, and hangar taxilanes as shown on the Construction Safety and Phasing Plan and detailed in Appendix A, Construction Safety and Phasing Plan. Aircraft must be allowed access to designated parking areas, the runway, and taxiways as shown on the plans.

## 18. LIQUIDATED DAMAGES

If the Contractor refuses or fails to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of Three Thousand Dollars ($3,000.00) for each calendar day subsequent to the time specified and the time the work is actually completed and accepted.

Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

## 19. FEDERAL REQUIREMENTS

The work done under this contract is being financed in part by a grant from the U.S. Government under the Airport Improvement Program. The Federal Requirements included in Division III Part C, Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects, must be adhered to by the Contractor.

## 20. APPLICABLE FEDERAL PROVISIONS

### Federal Labor Standards Act (Federal Minimum Wage)

All contracts and subcontracts that result from this bid incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

### Occupational Safety & Health Act of 1970

All contracts and subcontracts that result from this bid incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### Notice of Requirements for Affirmative Action to Ensure Equal Opportunity

1. The bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth in the Contract Documents.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

***Timetables***

Goals for minority participation for each trade: 24.6%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs

construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Madera, Madera County, California**.**

**Department of Labor Posters**

U.S. Department of Labor Posters, Form SOL-155 (10-54), together with the applicable minimum wage rates, as determined by the Secretary of Labor for this project, shall be posted in a prominent place at the site of the work. The name of the FAA District Airport Engineer whom workers may contact in the event they have reason for complaint shall be placed in the box in the middle of the poster. Copies of this poster can be obtained from local Labor Department offices.

## 21. PAYMENTS

Progress payments shall be made at least once each month as the work progresses. These progress payments shall be based on work accomplished during the previous working month, based on the various contract bid items and the unit bid prices included in the Bid Schedule submitted by the Contractor with his/her bid. In applying for payments, the Contractor shall submit a statement based on this schedule. Payment will be made only for material and work actually incorporated in the work, except as allowed in Article 90-07, Payment for Materials on Hand, of the F.A.A. General Contract Provisions.

## 22. INVOICING AND PAYMENT MONITORING

Progress payments are made in accordance with Section 21 of this document and are proactively monitored to ensure compliance with local, state, and federal Prompt Payment requirements. Each payment application will include a list of all subcontractors and the amount to be paid to the subcontractors from the pay application. With the exception of the initial payment application each subsequent payment application must be submitted with prime contractor prompt payment certification to be deemed complete, accurate, and acceptable. A suggested form for the Payment Application and Prime Contractor Prompt Payment Certification follows

## 23. SHOP AND MANUFACTURER'S DRAWINGS

The successful bidder shall submit to the RPR five (5) hard copies or an electronic PDF of the name of manufacturers, catalog numbers, and shop drawings of each item of equipment he proposes to furnish and install under this contract. These submittals shall be made to the RPR prior to or at the Preconstruction Conference.

## 24. SITE RESTRICTIONS AND SAFETY ON AIRPORTS DURING CONSTRUCTION ACTIVITY

During the time that the Contractor is performing the work, the apron, taxiways, and runways at the Madera Municipal Airport will remain in use by aircraft, except as specified in the special conditions of these specifications and as shown on the plans. The continued use of the runway and taxiways adjacent to areas where the Contractor is working will be so scheduled as to reduce disturbance to the Contractor's operations. Aircraft operations, unless otherwise specified in the Contract Specifications, shall always have priority over any and all of the Contractor's operations, and the Contractor shall not allow his/her employees, subcontractors, material, plant, personnel, or any other persons over whom he/she has control to enter or remain upon any part of the Airport which would be a hazardous location.

**PRIME CONTRACTOR PAYMENT APPLICATION**

**Prime Contractor**

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address _____ Phone: _____

**Payment Request Information**

Project #: _____ Billing Period (MM/DD/YYYY-MM/DD/YYYY): _____

Application #: _____ Contract Date: _____

**Application for Payment**

| Item # | Description* | Unit | Unit Price | Bid Quantity | Bid Amount | Quantity Complete | Amount Due |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| 1. Total Original Contract Amount | | | | | $ - | 0.00 | $ - |
| 2. Net Approved Change Orders | | | | | | | $ - |
| 3. Adjusted Contract Amount (line 1 +/- line 2) | | | | | | | $ - |
| 4. Total Value of Work Completed & Materials Stored on Site to Date | | | | | | | $ - |
| 5. Amount Retained (line 4 x % retained) | | | | | 0% | | $ - |
| 6. Total Amount Earned (line 4 - line 5) | | | | | | | $ - |
| 7. Total Amount Received to Date | | | | | | | $ - |
| 8. Current Payment Due (line 6 - line 7) | | | | | | | $ - |
| 9. Balance to Finish Including Retainage (line 3 - line 6) | | | | | | | $ - |

**Subcontractors/Subconsultants to be Paid from this Payment Application**

| Subcontractor/Subconsultant Name | Amount Due |
|---|---|
| | $ - |
| | $ - |
| | $ - |
| | $ - |
| | $ - |
| | $ - |
| | $ - |
| | $ - |
| | $ - |
| | $ - |

**Certification**

By signing this document the applicant for payment certifies to the best of their knowledge that the information presented above is true and accurate. All work attributable to this Payment Application has been performed in a satisfactory manner. All previous payments received by the applicant were properly disbursed if required. As a result of performance in accordance with the terms of the contract documents, payment is due to the applicant as describe above.

Signature: _____ Company Name: _____

Print Name: _____ Date: _____

Title _____

To be considered complete, this Payment Application (excluding the initial Payment Application) should be submitted with the Prime Contractor Prompt Payment Certification documenting all subcontractor payments. Following final payments to subcontractors the a final Prime Contractor Prompt Payment Certification will be submitted to document project completion.

**Reviewer Certification (For use by Sponsor Only)**

This Pay Application has been reviewed and is deemed accurate and complete.

Signature: _____ Company Name: _____

Print Name: _____ Date: _____

Title _____

PRIME CONTRACTOR PROMPT PAYMENT CERTIFICATION

In accordance with 49 CFR §26.29(a), the Sponsor requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 10 days from the prime contractor's receipt of each payment from the Sponsor. Any delay or postponement of payment among the parties may take place only for good cause with the Sponsor's prior written approval. This requirement applies to both DBE and non-DBE subcontractors. List all subcontractors/subconsultants. If the actual DBE utilization was different than that approved at the time of award, provide comments.

| Prime Contractor/Consultant | Project Number | Total Contract Amount ($) | Total DBE Commitment Amount ($) | DBE Commitment (%) | DBE Accomplishment % | Billing Period (MM/DD/YYYY - MM/DD/YYYY) |
|---|---|---|---|---|---|---|
| | | $ - | $ - | 0% | 0% | |

DBE Subcontractor/Subconsultant Information

| DBE Subcontractor/Subconsultant Name | Date Payment Received by Prime | Date of Prime Payment to Sub | Amount of Payment | Amount Paid to Sub to Date | Total Committed to this Subcontractor | Promptly Paid? (Y/N) | Incremental Retainage Paid? (Y/N or N/A) | % Applicable to DBE Goal (100%, 60%, 40%) | Dollars Applicable to DBE Goal | Comments or Reason for Non-Prompt Payment including Payment of Incremental Retainage |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ - | $ - | $ - | | | | $ - | |
| | | | $ - | $ - | $ - | | | | $ - | |
| | | | $ - | $ - | $ - | | | | $ - | |
| | | | $ - | $ - | $ - | | | | $ - | |
| | | | $ - | $ - | $ - | | | | $ - | |
| | | | $ - | $ - | $ - | | | | $ - | |
| | | | $ - | $ - | $ - | | | | $ - | |
| | | | $ - | $ - | $ - | | | | $ - | |
| | | | $ - | $ - | $ - | | | | $ - | |
| | | | $ - | $ - | $ - | | | | $ - | |
| | | Totals | $ - | $ - | $ - | | | | $ - | |

Non-DBE Subcontractor/Subconsultant Information

| Subcontractor/Subconsultant Name | Date Payment Received by Prime | Date of Prime Payment to Sub | Amount of Payment | Amount Paid to Sub to Date | Total Committed to this Subcontractor | Promptly Paid? (Y/N) | Incremental Retainage Paid? (Y/N or N/A) | Comments or Reason for Non-Prompt Payment including Payment of Incremental Retainage |
|---|---|---|---|---|---|---|---|---|
| | | | $ - | $ - | $ - | | | |
| | | | $ - | $ - | $ - | | | |
| | | | $ - | $ - | $ - | | | |
| | | | $ - | $ - | $ - | | | |
| | | | $ - | $ - | $ - | | | |
| | | | $ - | $ - | $ - | | | |
| | | | $ - | $ - | $ - | | | |
| | | | $ - | $ - | $ - | | | |
| | | | $ - | $ - | $ - | | | |
| | | | $ - | $ - | $ - | | | |
| | | Totals | $ - | $ - | $ - | | | |

Certification

The prime contractor or consultant hereby certifies that the foregoing Prompt Payment Certification is true and correct. Documents of these payments are available for inspection upon request.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

The Sponsor certifies that all information in this form is complete and verified.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

## 25. WITHHOLDING

Owner shall withhold from each payment due the Contractor five percent (5%) of the amount claimed, including Mobilization. This 5% of the payment shall be withheld until final acceptance of the total project is given by the Owner, by the RPR, and by the FAA. After final acceptance of the project is given and the Contractor has submitted acceptable release of all liens and furnished the RPR acceptable red-lined drawings showing the "as-built" condition of the completed project and all other applicable documents listed in Article 90-11, Contractor Final Project Documentation, then the Owner shall release for payment the 5% retention. Owner will make such final payment of retention within thirty-five (35) days of final acceptance of the project by the County Recorder and submittal of all Contractor Final Project Documentation.

## 26. DEFINITIONS

Whenever in the specifications or on the drawings the word directed, required, permitted, designated, ordered, or words of like import are used, it shall be understood that the direction, requirement, permission, designation or order of the City of Madera is intended; and, similarly, the words approved, satisfactory, suitable, acceptable, or words of like import, shall mean approved by the representative of the City of Madera authorized to express such approval.

## 27. WAGE RATES

All labor on the project shall be paid no less than the minimum wage rates as established by the U.S. Secretary of Labor. Further, pursuant to California Labor Code Section 1770, the California Director of Industrial Relations has specified the general prevailing wage rates for all public projects in California. The wages to be paid to all workers on such projects shall not be less than those specified in such wage rate determination. The higher of the two rates shall be paid.

The wage rates specified by the U.S. Secretary of Labor are included in Part C of Division III, to the Federal Provisions and are available online at www.wdol.gov/dba.aspx#0.

## 28. TAXES

Bidders shall have included in their bids any and all Federal, State and local taxes of whatever nature in connection with material to be furnished to the City. Absolutely no extras shall be allowed for such by the City. The successful bidder will be required to obtain a Business Tax Certificate from the City of Madera prior to commencing work under a contract with the City. Failure to obtain the Tax Certificate within five (5) days of the AWARD OF CONTRACT will be cause for termination of the Contract or the contract process if not yet fully executed.

## 29. CONTRACT DOCUMENTS

The form of agreement which the successful bidder, as Contractor, will be required to execute and the form of bonds which he will be required to furnish are included in the Contract Documents and should be carefully examined by each bidder. The agreement and bonds will be executed in two (2) original counterparts. The complete contract consists of the Contract Documents as defined in the

agreement, and are intended to cooperate and be complementary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper execution of the work.

## 30. DECLARATION FOR FINAL PAYMENT

After the completion of the work of this contract, the Contractor shall file with the City his/her declaration under penalty of perjury stating that all workers and persons employed, all firms supplying the materials and all subcontractors upon the project, have been paid in full and that there are no bills outstanding against the project for either labor or materials except certain items, if any, to be set forth in detail in the declaration. The filing of such declaration by the Contractor and the submittals referred to in Section 90-11 of the FAA General Contract Provisions shall be a condition precedent to Contractor's receipt of the final payment on this contract.

## 31. ADMONITION

All bidders hereby are advised that the City of Madera has adopted General Provisions for this work which differ substantially from the general provisions provided for private projects or projects undertaken by other governmental agencies. Contractors are admonished to carefully read the FAA General Contract Provisions, as well as the special conditions and technical provisions, and are advised that the FAA General Contract Provisions shall be enforced strictly.

## 32. SMALL BUSINESS PARTICIPATION

The Sponsor has established a Small Business Element in accordance with 49 CFR Part 26 to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation and to create a level playing field on which small businesses can compete fairly. While there is no specific numerical goal assigned to small business participation the prime contractor should make every effort to solicit small business concerns (as defined in 13 CFR Part 121) to participate as subcontractors, service providers, suppliers, etc.

The Sponsor has identified work categories conducive to small business participation on the form entitled Fostering Small Business Participation – List Defining Work Categories Conducive to Small Business Participation. Prime contractors are encouraged to solicit small business participation for the work items referenced.

The Bidder must submit the Small Business Participation information with its proposal on the forms provided herein (Fostering Small Business Participation & Non-Certified Small Business Verification Form).

**** END OF SECTION ****

**FOSTERING SMALL BUSINESS PARTICIPATION - LIST DEFINING WORK CATEGORIES CONDUCIVE TO SMALL BUSINESS PARTICIPATION**

**Background 49 CFR §23.26 and §26.39**

The Sponsor has established a Small Business Element in accordance with 49 CFR Part 23 and 26 to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation and to create a level playing field on which small businesses can compete fairly. While there is no specific numerical goal assigned to small business participation the prime contractor/concessionaire should make every effort to solicit small business concerns (as defined in 13 CFR Part 121 or 49 CFR Part 23.33).

The Sponsor has identified the below work categories that are conducive to small business participation for the referenced project. As per the agreement, prime contractors are encouraged to solicit small business participation for the work items referenced below.

**Project Information**

Project #: _____ Project Name/Description: Madera Municipal Airport - Rehab Apron A2 & Taxilane

**Identified Work Categories Conducive to Small Business**

| Work Category/Bid Line Item | NAICS Code | timated Total Cost of Wo |
|---|---|---|
| Joint Sealing Filler | 237310 | $ 6,100.00 |
| Airfield Marking | 237310 | $ 3,750.00 |
| Reflective Media | 237310 | $ 1,820.00 |
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |

**Signature of Consulting Engineer (if applicable)**

Signature: _____ Company Name: Brandley Engineering, Inc.

Print Name: Melissa S. Brandley, P.E. Date: _____

Title: Project Manager/Principal Engineer

**Signature of Sponsor's Representative**

Signature: _____ Company Name: _____

Print Name: _____ Date: _____

Title: _____

Page Intentionally Left Blank

**NOTICE OF AWARD**

To: _____
_____
_____

Sample

PROJECT Description: **REHABILITATE APRON A2 AND HANGAR TAXILANES**
**MADERA MUNICIPAL AIRPORT**
**AIP 3-06-0144-___-2025**
**IFB 202425-24**

The OWNER has considered the BID submitted by you for the above described WORK dated _____, 2025.

You are hereby notified that your BID has been accepted for the unit and lump sum prices set forth in the Bid Schedule totaling $_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within 10 days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance to your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____day of _____, 2025.

_____
OWNER

BY:_____
TITLE:_____

ACCEPTANCE OF NOTICE
Receipt of the above NOTICE OF AWARD
Is hereby acknowledged.

By_____
this the _____ day of _____, 2025
_____

By_____

Title_____

**NOTICE TO PROCEED** Sample

To: _____
_____
_____

_____

Date:_____
Project: _____
**Rehabilitate Apron A2 and**
**Hangar Taxilanes**
**Madera Municipal Airport**
**AIP 3-06-0144- -2025**
**IFB 202425-24**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2025, on or before _____, 2025, and you are to complete all the WORK by _____, 2025.

The CONTRACT provides for a charge as liquidated damages in the sum of $3,000.00 for each calendar day after the above-established CONTRACT completion date that the work remains incomplete.

_____
OWNER

BY:_____

TITLE:_____

ACCEPTANCE OF NOTICE
Receipt of the above NOTICE TO PROCEED
Is hereby acknowledged.

By_____

this the _____ day of _____, 2025

_____

By_____

Title_____

**CITY OF MADERA**
**CHANGE ORDER** Sample

Order No.:_____
Date:_____
Agreement Date:_____

NAME OF PROJECT:_____

OWNER:_____

CONTRACTOR:_____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:_____
_____
_____

Change to CONTRACT PRICE:

Original CONTRACT PRICE: $_____

Current CONTRACT PRICE adjust by previous CHANGE ORDER: $_____

The new CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by: $_____

The new CONTRACT PRICE including this CHANGE ORDER will be: $_____

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all WORK will be _____ (date).

Recommended by: _____

Ordered by: _____

Accepted by: _____

Approved by: _____

Sample

# CITY OF MADERA
## PROGRESS PAYMENT REQUEST SUMMARY

CONTRACTOR: _____

_____

_____

PROJECT: _____

CONTRACT NO.: _____

PAYMENT ESTIMATE NO.: _____

DATE SUBMITTED: _____

| | |
|---|---|
| Original Contract Sum | $_____ |
| Contract Change Order (Net) | $_____ |
| Total Contract Sum | $_____ |
| Total Completed to Date | $_____ |
| Retention | $_____ |
| Total Earned Less Retention | $_____ |
| Less Previous Payments | $_____ |
| Current Payment Due | $_____ |

**SECTION C * BID DOCUMENTS**

**BIDDER'S CHECKLIST**

**MADERA MUNICIPAL AIRPORT * REHABILITATE APRON A2 AND HANGAR TAXILANES**

**AIP NO. 3-06-0144-___-2025 * IFB 202425-24**

**SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS.** Bidders shall complete and submit all documents marked with an "X" in the "REQUIRED" column for bids to be considered responsive.

REQUIRED

[X] 1. **BID FORM,** PAGES C-2 THRU C-6

[X] 2. **BID SCHEDULE,** PAGES C-7 THRU C-15

[X] 3. **BID DEPOSIT** attached to front of Proposal in the form of:

[ ] Certified Check [ ] Bidder's Bond (Pages C-16 – C-17)

[ ] Cashier's Check [ ] Irrevocable Letter of Credit

[ ] Certificate of Deposit

[X] 4. **DESIGNATION OF SUBCONTRACTORS**, PAGE C-18

[X] 5. **CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS,** PAGES C-19 THRU C-21

[X] 6. **BIDDER'S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EEO CLAUSE,** PAGE C-22

[X] 7. **CERTIFICATES REGARDING DEBARMENT,** PAGE C-23

[X] 8. **TRADE RESTRICTION CERTIFICATION**, PAGES C-24 THRU C-25

[X] 9. **CERTIFICATION REGARDING LOBBYING**, PAGE C-26

[X] 10. **NONCOLLUSION AFFIDAVIT**, PAGE C-27

[X] 11. **CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE,** PAGES C-28 THRU C-30

[X] 12. **CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS,** PAGE 31

[X] 13. **CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS,** PAGE C-32

[X] 14. **CERTIFICATION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT,** PAGE C-33

[X] 15. **IRAN CONTRACTING ACT CERTIFICATION**, PAGE C-34

[X] 16. **FLEET COMPLIANCE CERTIFICATE** – PAGE C-35

[X] 16. **DBE/SMALL BUSINESS INFORMATION** – These forms can be submitted with the bid or no later than 4:00 p.m. on the fourth business day following the date of bid opening to remain eligible for award to the City of Madera, Attention Jennifer Stickman, 1030 South Gateway Drive, Madera, CA 93637:

[X] **BIDDER'S LIST COLLECTION FORM -** PAGES C-36 THRU C-37

[X] **FOSTERING SMALL BUSINESS PARTICIPATION FORM**, PAGE C-38

[X] **NON-CERTIFIED SMALL BUSINESS VERIFICATION FORM**, PAGE C-39

SUBMITTED BY:

Name of Company_____ Contact Name_____

Address_____City_____State_____Zip_____

Email_____Phone No._____ Fax No._____

Documents required on the checklist but not included may render your bid non-responsive and ineligible for award. Bids received by the City of Madera by the scheduled bid opening time will be opened and publicly read but are subject to verification that all the required documents have been submitted.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

# BID FORM

Bid Opening Date: Friday, April 18, 2025
Hour of Bid Opening: 2:00 P.M.

Place of Bid Opening:
PlanetBids
https://pbsystem.planetbids.com/portal/54016/portal-home

TO: The City of Madera, State of California:

The undersigned bidder declares that he has carefully examined the Plans and Specifications, Instructions to Bidders, General Conditions, Contract Form and Bond Forms including Addenda No.(s) _____ to the project described as follows:

**MADERA MUNICIPAL AIRPORT**
**MADERA, CALIFORNIA**
**REHABILITATE APRON A2 AND HANGAR TAXILANES**
**AIP NO. 3-06-0144-___-2025**
**IFB 202425-24**

The City shall conduct a Pre-bid Conference on Wednesday, April 2, 2025, at 10:00 A.M. at the following location: Airport Manager's Office, Madera Municipal Airport, Madera, California. All interested bidders are invited to attend.

The undersigned bidder further declares that he has made an examination of the site of the proposed work and has made such investigations as are necessary to determine the character of the materials to be handled, the probable interference due to airport operations and other conditions to be encountered, independently of the indications of the Plans, that he has examined the Schedule of Wages of the U.S. Department of Labor and the general prevailing wage rates for all public projects of the State of California and hereby accepts the same and certifies that the higher of the two rates shall be paid for labor connected with this project. That if this proposal is accepted, he will contract with the City of Madera, in the form of Contract hereto annexed; will, to the extent of his bid, provide any and all necessary machinery, tools, and apparatus, and other means of construction; and will furnish all material and labor as specified or called for by the plans as is necessary to complete the work in the manner specified and in accordance with the requirements of the City of Madera.

In the performance of this project, the undersigned agrees to abide by all of the Contract requirements contained in the Specifications and all documents. It is further certified that the Schedule of Wages contained in the project specifications have been examined and the prices bid in this proposal are based on the higher of the two above-mentioned schedules.

The work, in general, consists of the removal of the existing asphalt surface course and aggregate base course, recompaction of the existing aggregate base course, and the placement of new asphalt surface course. New airfield markings will be installed. This project is being bid with a Base Bid and two alternates, as shown on the Construction Safety and Phasing Plan, Sheet No. 2 of the Construction Drawings.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

The undersigned agrees that he will order all materials and equipment under this contract and will commence work within ten (10) days after receiving written notice to proceed and that he will complete the work within twenty five (25) working days of written Notice to Proceed for the Base Bid, within six (6) working days of written Notice to Proceed for Alternate 1, and within six (6) working days of written Notice to Proceed for Alternate 2, for a total of thirty seven (37) working days for the total project. No working days will be charged for one week of AC cure before paint.

The undersigned further agrees that should he fail to complete any segment of work in the time specified, he will pay liquidated damages in the amount of $3,000 for each consecutive calendar day thereafter to the City as prescribed in these specifications.

The undersigned further declares that this proposal is made according to the provisions and under the terms of the contract documents bound herewith; and in accordance with the accompanying plans, which plans and the aforementioned contract documents are hereby made a part of this proposal.

The bidder further declares that he will accept the unit prices and/or lump sum prices as hereinafter written in the Bid Schedule of this proposal as full payment for the proposed work.

It is understood that the award of this project is contingent upon a grant offer from the Federal Aviation Administration and acceptance of the grant offer by the City of Madera.

It is understood that City reserves the right to reject this proposal and that it shall remain open and not be withdrawn for a period of one hundred fifty (150) days from the date prescribed for its opening.

It is understood that the City reserves the right to increase or decrease the quantities of items bid in the contract with no change in the unit prices bid, provided the change in a major item (20 percent of total bid) does not exceed 25 percent.

Attached hereto and incorporated herein, in compliance with Section 4100-4113 of the Government Code of the State of California, is a "Designation of Subcontractors."

It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within one hundred fifty (150) days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to City in accordance with the proposal as accepted, together with the insurance documents specified in Insurance Requirements for Contractors of these specifications, and will also furnish and deliver to City the Performance Bond and Payment bond as herein specified, all within ten (10) days after personal delivery or deposit in the mails, as the case may be, of the notification of award and that the work under the contract shall be commenced by the undersigned bidder on the date to be stated in City's notice to proceed, and shall be completed in the time specified in the agreement for construction or any modification thereto duly made by change order.

Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below:

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

_____
_____
_____

The undersigned bidder declares that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the undersigned bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal and has not directly or indirectly colluded or agreed with any bidder or anyone else to put in a sham proposal or to refrain from bidding; that the undersigned bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix his bid price or the bid price of any other bidder, or to fix any overhead, profit or cost advantage against the City or anyone interested in this proposed contract; that the only persons or parties interested in this proposal as principals are those named herein; that all statements contained in this proposal are true; that the undersigned bidder has not directly, or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any other person, partnership, corporation, or association except to such person or persons as have a direct financial interest in bidder's general business; and that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and he will comply with such provisions before commencing the performance of the work of this contract.

Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy, the words, unless obviously incorrect, shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

Accompanying this proposed bid is _____ (insert words, "cash," "cashier's check," "certified check," or "bidder's bond," as the case may be) of the (name of surety if bid bond submitted) in an amount equal to at least ten percent (10%) of total of the bid. If the enclosure is a check or bond, it is made payable to the City of Madera.

The names of all persons interested in the foregoing proposal as principals are as follows: (Stockholders and limited partners need not be listed unless they are officers or employees of the corporation or limited partnership. All general partners and corporate officers shall be listed. If a stockholder or partner is a firm, list the principles of that firm, as stated herein.)

(If bidder or other interested person is a corporation, it must furnish a certificate attesting to corporate existence and authority of officers to sign contracts and other documents. State legal name of corporation, names of the president, secretary, treasurer, and manager thereof.)

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| NAME | BUSINESS ADDRESS | INTEREST (owner, partner, etc.) |
|---|---|---|
| | | |
| | | |
| | | |

Attach additional sheets if necessary

By submission of a bid, a bidder certifies possession of duly issued and valid Contractor's license issued by the State of California will be obtained prior to award of the contract, which license authorizes bidder to contract to perform the type of work required by the specifications.*

Licensed in accordance with an Act providing for the Registration of Contractors:

License No.: _____

Class of License: _____

DIR Registration No._____

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: _____

Relationship to Bidder: _____

*If bidder does not hold a valid contractor's license at the time of bidding, leave these lines blank. At the time of award of the contract the apparent low bidder shall be required to hold a valid contractor's license and to submit this information to the Owner.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

Signature of Bidder:

_____ _____

CONTRACTOR Street Address

Sign here: _____

City, State & Zip

_____

By: _____

Type Name

-AND-

Sign here: _____

Telephone (Include Area Code)

_____ _____

By:_____ Email Address

Type Name

(CORPORATE SEAL)

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and a corporate seal; if bidder is a copartnership, the true names of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

**MADERA MUNICIPAL AIRPORT**
**MADERA, CALIFORNIA**

**REHABILITATE APRON A2 AND HANGAR TAXILANES**

**AIP NO. 3-06-0144-___-2025**
**IFB 202425-24**

## BID SCHEDULE

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| ***BASE BID*** | | | | |
| 1 | 1 LS | SWPPP Submitted by Qualified SWPPP Developer (QSD) and SWPPP Implementation and Monitoring (C-103)<br>_____Dollars<br>and_____Cents<br>Lump Sum | $_____ | $_____ |
| 2 | 1 LS | Mobilization (C-105)<br>_____Dollars<br>and_____Cents<br>Lump Sum | $_____ | $_____* |
| 3 | 1 LS | Marking and Lighting of Closed Airport Facilities (C-106)<br>_____Dollars<br>and_____Cents<br>Lump Sum | $_____ | $_____ |
| 4 | 2,000 CY | Muck Excavation (P-152)<br>_____Dollars<br>and_____Cents<br>per Cubic Yard | $_____ | $_____ |
| 5 | 1,000 CY | Subbase Course (P-154)<br>_____Dollars<br>and_____Cents<br>per Cubic Yard | $_____ | $_____ |
| *Mobilization shall be limited to 10 percent of the total Base Bid. | | | | |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| 6 | 2,900 SY | Geogrid (P-154)<br>_____Dollars<br>and_____Cents<br>per Square Yard | $_____ | $_____ |
| 7 | 11,400 SY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Pulverize, Mix, Excavate, Haul, and Stockpile (P-207)<br>_____Dollars<br>and_____Cents<br>per Square Yard | $_____ | $_____ |
| 8 | 1,000 CY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Place and Compact as ASB (P-207)<br>_____Dollars<br>and_____Cents<br>per Cubic Yard | $_____ | $_____ |
| 9 | 100 CY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Haul, and Dispose Off Site (P-207)<br>_____Dollars<br>and_____Cents<br>per Cubic Yard | $_____ | $_____ |
| 10 | 1,400 Tons | Crushed Aggregate Base Course (P-209)<br>_____Dollars<br>and_____Cents<br>per Ton | $_____ | $_____ |
| 11 | 11,400 SY | Scarify and Recompact Existing Aggregate Base Course (P-209)<br>_____Dollars<br>and_____Cents<br>per Square Yard | $_____ | $_____ |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| 12 | 3,000 Tons | Asphalt Surface Course (P-401)<br>_____Dollars<br>and_____Cents<br>per Ton | $_____ | $_____ |
| 13 | 10 Tons | Emulsified Asphalt Prime Coat (P-602)<br>_____Dollars<br>and_____Cents<br>per Ton | $_____ | $_____ |
| 14 | 5.0 Tons | Emulsified Asphalt Tack Coat (P-603)<br>_____Dollars<br>and_____Cents<br>per Ton | $_____ | $_____ |
| 15 | 1,220 Ln.Ft. | Joint Sealing Filler (P-605)<br>_____Dollars<br>and_____Cents<br>per Linear Foot | $_____ | $_____ |
| 16 | 250 LF | Concrete Cap Existing Utilities (P-610)<br>_____Dollars<br>and_____Cents<br>per Linear Foot | $_____ | $_____ |
| 17 | 950 SF | Marking (P-620)<br>_____Dollars<br>and_____Cents<br>per Square Foot | $_____ | $_____ |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| 18 | 200 Lbs. | Reflective Media (P-620)<br>_____Dollars<br>and_____Cents per Pound | $_____ | $_____ |
| | | ***TOTAL BASE BID AMOUNT*** | $_____ | |

Total Base Bid Amount (In Words): _____

_____

_____Dollars

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| *ADDITIVE ALTERNATE 1* | | | | |
| 1-1 | 1 LS | Mobilization (C-105)*<br>_____Dollars<br>and_____Cents<br>Lump Sum | $_____ | $_____ |
| 1-2 | 1,400 CY | Muck Excavation (P-152)<br>_____Dollars<br>and_____Cents<br>per Cubic Yard | $_____ | $_____ |
| 1-3 | 900 CY | Subbase Course (P-154)<br>_____Dollars<br>and_____Cents<br>per Cubic Yard | $_____ | $_____ |
| 1-4 | 2,100 SY | Geogrid (P-154)<br>_____Dollars<br>and_____Cents<br>per Square Yard | $_____ | $_____ |
| 1-5 | 5,900 SY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Pulverize, Mix, Excavate, Haul, and Stockpile (P-207)<br>_____Dollars<br>and_____Cents<br>per Square Yard | $_____ | $_____ |
| 1-6 | 500 CY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Place and Compact as ASB (P-207)<br>_____Dollars<br>and_____Cents<br>per Cubic Yard | $_____ | $_____ |
| *Mobilization shall be limited to 10 percent of the total Alternate 1. | | | | |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| 1-7 | 50 CY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Haul, and Dispose Off Site (P-207)<br>_____Dollars<br>and_____Cents<br>per Cubic Yard | $_____ | $_____ |
| 1-8 | 1,000 Tons | Crushed Aggregate Base Course (P-209)<br>_____Dollars<br>and_____Cents<br>per Ton | $_____ | $_____ |
| 1-9 | 5,900 SY | Scarify and Recompact Existing Aggregate Base Course (P-209)<br>_____Dollars<br>and_____Cents<br>per Square Yard | $_____ | $_____ |
| 1-10 | 1,550 Tons | Asphalt Surface Course (P-401)<br>_____Dollars<br>and_____Cents<br>per Ton | $_____ | $_____ |
| 1-11 | 5.0 Tons | Emulsified Asphalt Prime Coat (P-602)<br>_____Dollars<br>and_____Cents<br>per Ton | $_____ | $_____ |
| 1-12 | 2.5 Tons | Emulsified Asphalt Tack Coat (P-603)<br>_____Dollars<br>and_____Cents<br>per Ton | $_____ | $_____ |
| | | ***TOTAL ALTERNATE 1 AMOUNT*** | $_____ | |

Total Alternate 1 Bid Amount (In Words): _____

_____Dollars

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| ***ADDITIVE ALTERNATE 2*** | | | | |
| 2-1 | 1 LS | Mobilization (C-105)*<br>_____Dollars<br>and_____Cents<br>Lump Sum | $_____ | $_____ |
| 2-2 | 1,100 CY | Muck Excavation (P-152)<br>_____Dollars<br>and_____Cents<br>per Cubic Yard | $_____ | $_____ |
| 2-3 | 700 CY | Subbase Course (P-154)<br>_____Dollars<br>and_____Cents<br>per Cubic Yard | $_____ | $_____ |
| 2-4 | 1,600 SY | Geogrid (P-154)<br>_____Dollars<br>and_____Cents<br>per Square Yard | $_____ | $_____ |
| 2-5 | 5,000 SY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Pulverize, Mix, Excavate, Haul, and Stockpile (P-207)<br>_____Dollars<br>and_____Cents<br>per Square Yard | $_____ | $_____ |
| 2-6 | 450 CY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Place and Compact as ASB (P-207)<br>_____Dollars<br>and_____Cents<br>per Cubic Yard | $_____ | $_____ |
| *Mobilization shall be limited to 10 percent of the total Alternate 2. | | | | |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| 2-7 | 50 CY | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Haul, and Dispose Off Site (P-207)<br>_____Dollars<br>and_____Cents<br>per Cubic Yard | $_____ | $_____ |
| 2-8 | 800 Tons | Crushed Aggregate Base Course (P-209)<br>_____Dollars<br>and_____Cents<br>per Ton | $_____ | $_____ |
| 2-9 | 5,000 SY | Scarify and Recompact Existing Aggregate Base Course (P-209)<br>_____Dollars<br>and_____Cents<br>per Square Yard | $_____ | $_____ |
| 2-10 | 1,300 Tons | Asphalt Surface Course (P-401)<br>_____Dollars<br>and_____Cents<br>per Ton | $_____ | $_____ |
| 2-11 | 4.0 Tons | Emulsified Asphalt Prime Coat (P-602)<br>_____Dollars<br>and_____Cents<br>per Ton | $_____ | $_____ |
| 2-12 | 2.0 Tons | Emulsified Asphalt Tack Coat (P-603)<br>_____Dollars<br>and_____Cents<br>per Ton | $_____ | $_____ |
| 2-13 | 300 SF | Marking (P-620)<br>_____Dollars<br>and_____Cents<br>per Square Foot | $_____ | $_____ |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

| Item No. | Estimated Quantity | Item Description and Price | Unit Price | Item Total |
|---|---|---|---|---|
| 2-14 | 60 Lbs. | Reflective Media (P-620)<br>_____Dollars<br>and_____Cents<br>per Pound | $_____ | $_____ |
| | | ***TOTAL ALTERNATE 2 AMOUNT*** | $_____ | |

Total Alternate 2 Bid Amount (In Words): _____

_____Dollars

Base Bid Amount $_____
Base Bid + Alternate No. 1 $_____
Base Bid + Alternate No. 1 + Alternate 2 $_____

**NOTES:**

1. **In the event the product of a unit price and an estimated quantity do not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid.**
2. **In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.**
3. **The Owner reserves the right to award the contract on the basis of the Base Bid only or the Base Bid plus Alternate No. 1 or the Base Bid plus Alternate 1 plus Alternate 2 as set forth in the Advertisement for Bids and noted herein depending on available funding from the Federal Aviation Administration.**

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

# BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,as Principal, and_____ _____, as Surety, are held and firmly bound unto the City of Madera, State of California, (hereinafter called "City") in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of_____ _____ ($_____). The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on _____, 2025, has been submitted by Principal to City:

(Copy here the exact description of work, including location, from bid form):

_____.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within one hundred fifty (150) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City and Judgment is recovered, then Surety shall pay all costs incurred by City in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this ____day of _____, 2025.

_____(SEAL)

_____(SEAL)

_____(SEAL)

PRINCIPAL

_____(SEAL)

_____(SEAL)

_____(SEAL)

SURETY

_____

_____

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

## DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 et seq. of the Government Code of the State of California, and any amendments thereof, the undersigned bidder has set forth below:

(a) The name and location of the place of business of each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be performed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the undersigned's total bid; and

(b) The portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (0.5%) of the undersigned's total bid. The undersigned shall list only one subcontractor for each such portion.

(c) An indication as to which subcontractors or suppliers are DBE.

Note: When there is a failure to list a subcontractor, the law provides that the prime Contractor agrees to do the work himself, and that said prime Contractor agrees that he is fully qualified to perform such work.

| Portion of Work | Percent of Total Contract | Subcontractor | Address | License No.* | DIR No. |
|---|---|---|---|---|---|
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| | | | | | |

By_____
(Bidder's Signature)

*An inadvertent error in California contractor license number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive as long as the corrected Contractor's license number is submitted to the City by the prime contractor within 24 hours of the bid opening.

*If subcontractor does not hold a valid contractor's license at the time of bidding, leave this column blank. At the time of award of the contract the subcontractor shall be required to hold a valid contractor's license.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

**CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**
**(SEE SECTION 20-02 OF THE FAA GENERAL CONTRACT PROVISIONS)**

The undersigned bidder certifies that he/she is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under terms of the contract documents. Bidder further certifies that he/she is skilled and regularly engaged in the general class and type of work called for in the contract documents.

In accordance with the requirements, the bidder represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he/she is aware of such peculiar risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction with the respect to such hazards.

LIST OF SIMILAR PROJECTS:

1. Project Name:_____
   Owner:_____
   Construction Cost:_____
   Construction Time:_____ Calendar Days
   Owner's Representative:_____
   Owner's Telephone No.:(___)_____
   Date of substantial or final completion:_____

2. Project Name:_____
   Owner:_____
   Construction Cost:_____
   Construction Time:_____ Calendar Days
   Owner's Representative:_____
   Owner's Telephone No.:(___)_____
   Date of substantial or final completion:_____

3. Project Name:_____
   Owner:_____
   Construction Cost:_____
   Construction Time:_____ Calendar Days
   Owner's Representative:_____
   Owner's Telephone No.:(___)_____
   Date of substantial or final completion:_____

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

4. Project Name:_____

Owner:_____

Construction Cost:_____

Construction Time:_____ Calendar Days

Owner's Representative:_____

Owner's Telephone No.:(___)_____

Date of substantial or final completion:_____

5. Project Name:_____

Owner:_____

Construction Cost:_____

Construction Time:_____ Calendar Days

Owner's Representative:_____

Owner's Telephone No.:(___)_____

Date of substantial or final completion:_____

6. Project Name:_____

Owner:_____

Construction Cost:_____

Construction Time:_____ Calendar Days

Owner's Representative:_____

Owner's Telephone No.:(___)_____

Date of substantial or final completion:_____

7. Project Name:_____

Owner:_____

Construction Cost:_____

Construction Time:_____ Calendar Days

Owner's Representative:_____

Owner's Telephone No.:(___)_____

Date of substantial or final completion:_____

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

LIST OF EQUIPMENT TO BE USED ON THE PROJECT:

| | |
|---|---|
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| | |
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| | |

LIST OF KEY PERSONNEL AVAILABLE FOR THE WORK:

| Name | Job Responsibility |
|---|---|
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| | |
| | |

Name of Bidder

Signature of Bidder

Contractor's License No.

Title of Signator

Date

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

**BIDDER'S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EEO CLAUSE**

The Bidder shall complete the following statement by checking the appropriate lines:

*The Bidder has ☐ has not ☐ participated in a previous contract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

*The Bidder has ☐ has not ☐ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated in a previous contract subject to the Equal Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I," prior to the award of contract:

*NOTE: Failure to complete these boxes may be grounds for rejecting bid.

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

_____ _____

Signature (Name of Bidder)

_____ _____

Date (Name & Title of Signing Official)

Business Address_____

_____

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

## CERTIFICATES REGARDING DEBARMENT

### CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DATE _____ SIGNED BY _____

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

## TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign

country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

DATE _____ SIGNED BY _____

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

## CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned 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 sub-recipients 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.

DATE _____ SIGNED BY _____

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

AFFIDAVIT MUST BE NOTARIZED

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

STATE OF CALIFORNIA )
) ss.
COUNTY OF_____)

I _____(Name), being first duly sworn, deposes and says that he or she is (Title) of _____(Firm Name) the party making the foregoing bid 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.

TITLE OF CONTRACT _____

CONTRACT NO. _____

_____
(Signature)

AFFIDAVIT MUST BE NOTARIZED

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

## CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 2 Waiver (Nonavailability) -** The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

| | |
|---|---|
| Date | Signature |
| Company Name | Title |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

## CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

| | |
|---|---|
| Date | Signature |
| Company Name | Title |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

**CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

1) The applicant represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is (  ) is not (  ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency**: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

| | |
|---|---|
| Date | Signature |
| Company Name | Title |

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

**DATE _____ SIGNED BY _____**

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

## IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

**Madera Municipal Airport, Madera, California, Rehabilitate Apron A2 and Hangar Taxilanes, AIP No. 3-06-0144-___-2025, IFB 202425-24** ("Project" or "Contract")

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars ($1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

☐ 1. Bidder's total bid is less than one million dollars ($1,000,000).

**OR**

☐ 2. Bidder's total bid is one million dollars ($1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

**OR**

☐ 3. Bidder's total bid one million dollars ($1,000,000) or more, but the City has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the City is included with Bid**.

I certify that I am duly authorized to legally bind the bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

**DATE** _____ **SIGNED BY** _____

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

## FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

*SUBMIT THIS SHEET AS PART OF YOUR BID.*

**BIDDERS LIST COLLECTION FORM**

**Prime Contractor**

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

| NAICS Code(s) associated with Bid Project | Race of Majority Owner | Age of Firm | Annual Gross Receipts |
|---|---|---|---|
| | ☐ Black American ☐ Non-minority<br>☐ Hispanic American ☐ Other<br>☐ Asian-Pacific American<br>☐ Subcontinent Asian American<br>☐ Native American | ☐ Less than 1 year<br>☐ 1 - 3 years<br>☐ 4 - 7 years<br>☐ 8 - 10 years<br>☐ More than 10 years | ☐ Less than $1 million<br>☐ $1 - $3 million<br>☐ $3 - $6 million<br>☐ $6 - $10 million<br>☐ Over $10 million |
| **Gender of Majority Owner** | | | |
| ☐ Male ☐ Female ☐ Other | | | |

**Sub Contractor**

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

| NAICS Code(s) associated with Bid Project | Race of Majority Owner | Age of Firm | Annual Gross Receipts |
|---|---|---|---|
| | ☐ Black American ☐ Non-minority<br>☐ Hispanic American ☐ Other<br>☐ Asian-Pacific American<br>☐ Subcontinent Asian American<br>☐ Native American | ☐ Less than 1 year<br>☐ 1 - 3 years<br>☐ 4 - 7 years<br>☐ 8 - 10 years<br>☐ More than 10 years | ☐ Less than $1 million<br>☐ $1 - $3 million<br>☐ $3 - $6 million<br>☐ $6 - $10 million<br>☐ Over $10 million |
| **Gender of Majority Owner** | | | |
| ☐ Male ☐ Female ☐ Other | | | |

**Sub Contractor**

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

| NAICS Code(s) associated with Bid Project | Race of Majority Owner | Age of Firm | Annual Gross Receipts |
|---|---|---|---|
| | ☐ Black American ☐ Non-minority<br>☐ Hispanic American ☐ Other<br>☐ Asian-Pacific American<br>☐ Subcontinent Asian American<br>☐ Native American | ☐ Less than 1 year<br>☐ 1 - 3 years<br>☐ 4 - 7 years<br>☐ 8 - 10 years<br>☐ More than 10 years | ☐ Less than $1 million<br>☐ $1 - $3 million<br>☐ $3 - $6 million<br>☐ $6 - $10 million<br>☐ Over $10 million |
| **Gender of Majority Owner** | | | |
| ☐ Male ☐ Female ☐ Other | | | |

*THIS SHEET TO BE SUBMITTED*
*NO LATER THAN 4:00 P.M. ON THE FOURTH BUSINESS DAY FOLLOWING DATE OF BID OPENING.*

**Sub Contractor**

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

| NAICS Code(s) associated with Bid Project | Race of Majority Owner | Age of Firm | Annual Gross Receipts |
|---|---|---|---|
| | ☐ Black American ☐ Non-minority<br>☐ Hispanic American ☐ Other<br>☐ Asian-Pacific American<br>☐ Subcontinent Asian American<br>☐ Native American | ☐ Less than 1 year<br>☐ 1 - 3 years<br>☐ 4 - 7 years<br>☐ 8 - 10 years<br>☐ More than 10 years | ☐ Less than $1 million<br>☐ $1 - $3 million<br>☐ $3 - $6 million<br>☐ $6 - $10 million<br>☐ Over $10 million |
| **Gender of Majority Owner** | | | |
| ☐ Male ☐ Female ☐ Other | | | |

**Sub Contractor**

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

| NAICS Code(s) associated with Bid Project | Race of Majority Owner | Age of Firm | Annual Gross Receipts |
|---|---|---|---|
| | ☐ Black American ☐ Non-minority<br>☐ Hispanic American ☐ Other<br>☐ Asian-Pacific American<br>☐ Subcontinent Asian American<br>☐ Native American | ☐ Less than 1 year<br>☐ 1 - 3 years<br>☐ 4 - 7 years<br>☐ 8 - 10 years<br>☐ More than 10 years | ☐ Less than $1 million<br>☐ $1 - $3 million<br>☐ $3 - $6 million<br>☐ $6 - $10 million<br>☐ Over $10 million |
| **Gender of Majority Owner** | | | |
| ☐ Male ☐ Female ☐ Other | | | |

**Sub Contractor**

Firm Name: _____ Certified DBE: ☐ Yes ☐ No

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

| NAICS Code(s) associated with Bid Project | Race of Majority Owner | Age of Firm | Annual Gross Receipts |
|---|---|---|---|
| | ☐ Black American ☐ Non-minority<br>☐ Hispanic American ☐ Other<br>☐ Asian-Pacific American<br>☐ Subcontinent Asian American<br>☐ Native American | ☐ Less than 1 year<br>☐ 1 - 3 years<br>☐ 4 - 7 years<br>☐ 8 - 10 years<br>☐ More than 10 years | ☐ Less than $1 million<br>☐ $1 - $3 million<br>☐ $3 - $6 million<br>☐ $6 - $10 million<br>☐ Over $10 million |
| **Gender of Majority Owner** | | | |
| ☐ Male ☐ Female ☐ Other | | | |

Please copy page if you need to add more subcontractors.

*THIS SHEET TO BE SUBMITTED*
*NO LATER THAN 4:00 P.M. ON THE FOURTH BUSINESS DAY FOLLOWING DATE OF BID OPENING.*

**FOSTERING SMALL BUSINESS PARTICIPATION**

**Background 49 CFR §23.26 and §26.39**

The Sponsor has established a Small Business Element in accordance with 49 CFR Part 23 and 26 to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation and to create a level playing field on which small businesses can compete fairly. While there is no specific numerical goal assigned to small business participation the prime contractor/concessionaire should make every effort to solicit small business concerns (as defined in 13 CFR Part 121 or 49 CFR Part 23.33) to participate as sub-contractors/sub-concessionaries, service providers, suppliers, etc.

The Sponsor encourages small business participation, including AC/DBE certified firms and SBA certified Small Disadvantaged Business (SBD), Women-Owned Small Business/Economically Disadvantaged Women-Owned Small Businesses (ED/WOSB), Veteran-Owned Small Business/Service-Disabled Veteran-Owned Small Business (SD/VOSB), 8(a) Small Business Development Program (8(a)), SBA Mentor-Protégé Program (SBA MP), and HUBZone Program (HUBZone).

AC/DBE certified firms can be located through the State's UCP website and SBA certified firms can be located through the Small Business Search Tool (https://beta-search.certify.sba.gov/advanced and https://dsbs.sba.gov/search/dsp_dsbs.cfm).

**Prime Information**

Firm Name: _____

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

**Small Business Firms to be Utilized**

Firm Name: _____

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.

☐ AC/DBE ☐ SBD ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

| NAICS Code | Description of Work to be Performed | Estimated Total Cost of Work |
|---|---|---|
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | Total Amount | $ - |

Firm Name: _____

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.

☐ AC/DBE ☐ SBD ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

| NAICS Code | Description of Work to be Performed | Estimated Total Cost of Work |
|---|---|---|
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | Total Amount | $ - |

Firm Name: _____

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.

☐ AC/DBE ☐ SBD ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

| NAICS Code | Description of Work to be Performed | Estimated Total Cost of Work |
|---|---|---|
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | Total Amount | $ - |

**Prime Signature**

Signature: _____ Company Name: _____

Print Name: _____ Date: _____

Title: _____

**Reviewer Certification (For use by Sponsor Only)**

Signature: _____ Company Name: _____

Print Name: _____ Date: _____

Title: _____

*THIS SHEET TO BE SUBMITTED*
*NO LATER THAN 4:00 P.M. ON THE FOURTH BUSINESS DAY FOLLOWING DATE OF BID OPENING.*

## NON-CERTIFIED SMALL BUSINESS VERIFICATION FORM

### Background 49 CFR §23.26 AND §26.39

Firms seeking to participate under the Sponsor's Small Business Element who are not certified under one of the pre-qualified certifications listed on the Fostering Small Business Participation Form but believe their firm meets the small business requirements per 13 CFR Part 121 or 49 CFR 23.33 should complete the attached form and provide the requested documentation. Firms meeting the requirements as verified by the Sponsor are eligible to participate in the Small Business Participation Plan.

### Firm Information

Firm Name: _____

Firm Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____ Email Address: _____ Phone: _____

### Business Profile

| Describe the primary activities of your firm: | Associated NAICS Codes: |
|---|---|
| | |

### Number of Employees

Full-time: _____ Part-time: _____ Total: _____

### Gross Receipts of Firm

Gross Receipts of Firm for the last 5 years:

Attach tax returns for the last five years.

| | | | |
|---|---|---|---|
| Year: | | Total Receipts: | $ - |
| Year: | | Total Receipts: | $ - |
| Year: | | Total Receipts: | $ - |
| Year: | | Total Receipts: | $ - |
| Year: | | Total Receipts: | $ - |
| | | Average Receipts: | $ - |

### Gross Receipts for all Affiliates*

Gross Receipts of Affiliates for the last 5 years:

Affiliates are defined in accordance with the Small Business Administration (SBA) definition.

Attach tax returns for all affiliate firms for the last five years.

| | | | |
|---|---|---|---|
| Year: | | Total Receipts: | $ - |
| Year: | | Total Receipts: | $ - |
| Year: | | Total Receipts: | $ - |
| Year: | | Total Receipts: | $ - |
| Year: | | Total Receipts: | $ - |
| | | Average Receipts: | $ - |

### Firm Signature

The firm attests that the presented information is accurate and correct.

Signature: _____ Company Name: _____

Print Name: _____ Date: _____

Title: _____

### Reviewer Certification (For use by Sponsor Only)

The above presented information and attachments have been reviewed and it is concluded that: ☐ Meets the requirements of a Small Business ☐ Does not meet the requirements of a Small Business

Signature: _____ Employer: _____

Print Name: _____ Date: _____

Title: _____

*THIS SHEET TO BE SUBMITTED*
*NO LATER THAN 4:00 P.M. ON THE FOURTH BUSINESS DAY FOLLOWING DATE OF BID OPENING.*

**SECTION D**
**CONSTRUCTION AGREEMENT**
**IFB XXXXXX-XX _____**

**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 XXXXXX-XX _____."**

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 **___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 G:**

(A) CONTRACTOR Complete Bid as Submitted on _____
(B) Addenda No. 1, dated
(C) Addenda No. 2, dated

SAMPLE

(D) Addenda No. 3, dated
(E) Insurance Requirements for Contractors as specified in IFB
(F) IFB XXXXXX-XX _____
(G) Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects (Division III Federal Provisions, Part C)

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 _____ ($____)** 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.

SAMPLE

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. 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

SAMPLE

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

SAMPLE

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 **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

SAMPLE

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.

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

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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

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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 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:

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(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.

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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

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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:
**[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.

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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

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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.

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**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 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 |

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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)

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# CONTRACTOR COMPLETE BID - Submitted on _____

**MADERA MUNICIPAL AIRPORT, MADERA, CALIFORNIA**
**REHABILITATE APRON A2 AND HANGAR TAXILANES**
**AIP NO. 3-06-0144-___-2025, IFB 202425-24**

| Item No. | Item Description | Unit of Measure | Approximate Quantity | Unit Price (In Figures) | Amount (In Figures) |
|---|---|---|---|---|---|
| ***BASE BID*** | | | | | |
| 1 | SWPPP Submitted by Qualified SWPPP Developer (QSD) and SWPPP Implementation and Monitoring (C-103) | L.S. | L.S. | LUMP SUM | $ |
| 2 | Mobilization (C-105) | L.S. | L.S. | LUMP SUM | $ |
| 3 | Marking and Lighting of Closed Airport Facilities (C-106) | L.S. | L.S. | LUMP SUM | $ |
| 4 | Muck Excavation (P-152) | Cu. Yd. | 2,000.0 | $ | $ |
| 5 | Subbase Course (P-154) | Cu. Yd. | 1,000.0 | $ | $ |
| 6 | Geogrid (P-154) | Sq. Yd. | 2,900.0 | $ | $ |
| 7 | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Pulverize, Mix, Excavate, Haul, and Stockpile (P-207) | Sq. Yd. | 11,400.0 | $ | $ |
| 8 | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Place, and Compact as ASB (P-207) | Cu. Yd. | 1,000.0 | $ | $ |
| 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 | $ | $ |
| 10 | Crushed Aggregate Base Course (P-209) | Ton | 1,400.0 | $ | $ |
| 11 | Scarify and Recompact Existing Aggregate Base Course (P-209) | Sq. Yd. | 11,400.0 | $ | $ |
| 12 | Asphalt Surface Course (P-401) | Ton | 3,000.0 | $ | $ |
| 13 | Emulsified Asphalt Prime Coat (P-602) | Ton | 9.5 | $ | $ |
| 14 | Emulsified Asphalt Tack Coat (P-603) | Ton | 5.0 | $ | $ |
| 15 | Joint Sealing Filler (P-605) | Ln. Ft. | 1,220.0 | $ | $ |
| 16 | Concrete Cap Existing Utilities (P-610) | Ln. Ft. | 250.0 | $ | $ |
| 17 | Marking (P-620) | Sq. Ft. | 950.0 | $ | $ |
| 18 | Reflective Media (P-620) | Lb. | 200.0 | $ | $ |
| | ***TOTAL BASE BID*** | | | $_____ | |

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| Item No. | Item Description | Unit of Measure | Approximate Quantity | Unit Price (In Figures) | Amount (In Figures) |
|---|---|---|---|---|---|
| ***ALTERNATE 1*** | | | | | |
| 1-1 | Mobilization (C-105) | L.S. | L.S. | LUMP SUM | $ |
| 1-2 | Muck Excavation (P-152) | Cu. Yd. | 1,400.0 | $ | $ |
| 1-3 | Subbase Course (P-154) | Cu. Yd. | 900.0 | $ | $ |
| 1-4 | Geogrid (P-154) | Sq. Yd. | 2,100.0 | $ | $ |
| 1-5 | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Pulverize, Mix, Excavate, Haul, and Stockpile (P-207) | Sq. Yd. | 5,900.0 | $ | $ |
| 1-6 | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Place, and Compact as ASB (P-207) | Cu. Yd. | 500.0 | $ | $ |
| 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 | $ | $ |
| 1-8 | Crushed Aggregate Base Course (P-209) | Ton | 1,000.0 | $ | $ |
| 1-9 | Scarify and Recompact Existing Aggregate Base Course (P-209) | Sq. Yd. | 5,900.0 | $ | $ |
| 1-10 | Asphalt Surface Course (P-401) | Ton | 1,550.0 | $ | $ |
| 1-11 | Emulsified Asphalt Prime Coat (P-602) | Ton | 5.0 | $ | $ |
| 1-12 | Emulsified Asphalt Tack Coat (P-603) | Ton | 2.5 | $ | $ |
| | ***TOTAL ALTERNATE 1*** | | | $_____ | |

SAMPLE

| Item No. | Item Description | Unit of Measure | Approximate Quantity | Unit Price (In Figures) | Amount (In Figures) |
|---|---|---|---|---|---|
| ***ALTERNATE 2*** | | | | | |
| 2-1 | Mobilization (C-105) | L.S. | L.S. | LUMP SUM | $ |
| 2-2 | Muck Excavation (P-152) | Cu. Yd. | 1,100.0 | $ | $ |
| 2-3 | Subbase Course (P-154) | Cu. Yd. | 700.0 | $ | $ |
| 2-4 | Geogrid (P-154) | Sq. Yd. | 1,600.0 | $ | $ |
| 2-5 | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Pulverize, Mix, Excavate, Haul, and Stockpile (P-207) | Sq. Yd. | 5,000.0 | $ | $ |
| 2-6 | In-Place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Place, and Compact as ASB (P-207) | Cu. Yd. | 450.0 | $ | $ |
| 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 | $ | $ |
| 2-8 | Crushed Aggregate Base Course (P-209) | Ton | 800.0 | $ | $ |
| 2-9 | Scarify and Recompact Existing Aggregate Base Course (P-209) | Sq. Yd. | 5,000.0 | $ | $ |
| 2-10 | Asphalt Surface Course (P-401) | Ton | 1,300.0 | $ | $ |
| 2-11 | Emulsified Asphalt Prime Coat (P-602) | Ton | 4.0 | $ | $ |
| 2-12 | Emulsified Asphalt Tack Coat (P-603) | Ton | 2.0 | $ | $ |
| 2-13 | Marking (P-620) | Sq. Ft. | 300.0 | $ | $ |
| 2-14 | Reflective Media (P-620) | Lb. | 60.0 | $ | $ |
| | ***TOTAL ALTERNATE 2*** | | | $_____ | |

**Base Bid** **$**_____
**Alternate 1** **$**_____
**Alternate 2** **$**_____
**Total** **$**_____

SAMPLE

**SECTION E**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a_____, hereinafter called Principal,
(Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called 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:

**MADERA MUNICIPAL AIRPORT**
**REHABILITATE APRON A2 AND HANGAR TAXILANES**
**AIP NO. 3-06-0144-___-2025**

NOW, THEREFORE, if the Principal and all subcontractors shall promptly make payment to all mechanics, material men, contractors, subcontractors, lessors of equipment, artisans, architects,

SAMPLE

registered engineers, licensed land surveyors, machinists, builders, teamsters and laymen and all persons and laborers of every type furnishing materials or leasing equipment to be used or consumed in or furnishing appliances, teams or power contributing to the work described in the above mentioned contract, and to any other persons named in Section 3181 of the California Civil Code, and of amounts due under the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that this obligation shall inure to the benefit of all persons named in Section 3181 of the California Civil Code, and all such claimants and their assigns shall have a right of action in any suit brought upon this bond.

PROVIDED FURTHER, that no suit, action or other proceeding to recover on this bond shall be maintained unless commenced within six (6) months from the completion of the work described in the above mentioned contract, as "completion" is defined in Section 3086 of the California Civil Code.

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 of 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,
(number)
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)

SAMPLE

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 should execute Bond.

SAMPLE

**SECTION F**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a_____, hereinafter called Principal,
(Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called 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:

**MADERA MUNICIPAL AIRPORT**
**REHABILITATE APRON A2 AND HANGAR TAXILANES**
**AIP NO. 3-06-0144-___-2025**

NOW, THEREFORE, if the Principal and all subcontractors shall willingly, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract

SAMPLE

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,
(number)
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)

_____

SAMPLE

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 should execute Bond.

SAMPLE

# *DIVISION III*

# *FEDERAL PROVISIONS*

# PART A

# DIVISION III

## FAA GENERAL CONTRACT PROVISIONS
## ADVISORY CIRCULAR 150/5370-10H

# Division III – Federal Provisions

# Part A – General Contract Provisions

### Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

| Paragraph Number | Term | Definition |
|---|---|---|
| **10-01** | **AASHTO** | The American Association of State Highway and Transportation Officials. |
| **10-02** | **Access Road** | The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway. |
| **10-03** | **Advertisement** | A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished. |
| **10-04** | **Airport** | Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport. |
| **10-05** | **Airport Improvement Program (AIP)** | A grant-in-aid program, administered by the Federal Aviation Administration (FAA). |
| **10-06** | **Air Operations Area (AOA)** | The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron. |
| **10-07** | **Apron** | Area where aircraft are parked, unloaded or loaded, fueled and/or serviced. |
| **10-08** | **ASTM International (ASTM)** | Formerly known as the American Society for Testing and Materials (ASTM). |
| **10-09** | **Award** | The Owner's notice to the successful bidder of the acceptance of the submitted bid. |

| Paragraph Number | Term | Definition |
|---|---|---|
| **10-10** | **Bidder** | Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated. |
| **10-11** | **Building Area** | An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon. |
| **10-12** | **Calendar Day** | Every day shown on the calendar. |
| **10-13** | **Certificate of Analysis (COA)** | The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications. |
| **10-14** | **Certificate of Compliance (COC)** | The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative. |
| **10-15** | **Change Order** | A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project. |
| **10-16** | **Contract** | A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.<br>The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda. |
| **10-17** | **Contract Item (Pay Item)** | A specific unit of work for which a price is provided in the contract. |
| **10-18** | **Contract Time** | The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date. |
| **10-19** | **Contractor** | The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work. |

| Paragraph Number | Term | Definition |
|---|---|---|
| **10-20** | **Contractors Quality Control (QC) Facilities** | The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP). |
| **10-21** | **Contractor Quality Control Program (CQCP)** | Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. |
| **10-22** | **Control Strip** | A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification. |
| **10-23** | **Construction Safety and Phasing Plan (CSPP)** | The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications. |
| **10-24** | **Drainage System** | The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area. |
| **10-25** | **Engineer** | The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative. |
| **10-26** | **Equipment** | All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work. |
| **10-27** | **Extra Work** | An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified. |
| **10-28** | **FAA** | The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative. |
| **10-29** | **Federal Specifications** | The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration. |

| Paragraph Number | Term | Definition |
|---|---|---|
| **10-30** | **Force Account** | **a.** Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.<br><br>**b.** Owner Force Account - Work performed for the project by the Owner's employees. |
| **10-31** | **Intention of Terms** | Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.<br><br>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference. |
| **10-32** | **Lighting** | A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface. |
| **10-33** | **Major and Minor Contract Items** | A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items. |
| **10-34** | **Materials** | Any substance specified for use in the construction of the contract work. |
| **10-35** | **Modification of Standards (MOS)** | Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1. |
| **10-36** | **Notice to Proceed (NTP)** | A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins. |
| **10-37** | **Owner** | The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is the City of Madera. |

| Paragraph Number | Term | Definition |
|---|---|---|
| 10-38 | Passenger Facility Charge (PFC) | Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls. |
| **10-39** | **Pavement Structure** | The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit. |
| **10-40** | **Payment bond** | The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work. |
| **10-41** | **Performance bond** | The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract. |
| **10-42** | **Plans** | The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.' |
| **10-43** | **Project** | The agreed scope of work for accomplishing specific airport development with respect to a particular airport. |
| **10-44** | **Proposal** | The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications. |
| **10-45** | **Proposal guaranty** | The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner. |
| **10-46** | **Quality Assurance (QA)** | Owner's responsibility to assure that construction work completed complies with specifications for payment. |
| **10-47** | **Quality Control (QC)** | Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications. |
| **10-48** | **Quality Assurance (QA) Inspector** | An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor. |
| **10-49** | **Quality Assurance (QA) Laboratory** | The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer |

| Paragraph Number | Term | Definition |
|---|---|---|
| | | or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory. |
| **10-50** | **Resident Project Representative (RPR)** | The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative. |
| **10-51** | **Runway** | The area on the airport prepared for the landing and takeoff of aircraft. |
| **10-52** | **Runway Safety Area (RSA)** | A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA. |
| **10-53** | **Safety Plan Compliance Document (SPCD)** | Details how the Contractor will comply with the CSPP. |
| **10-54** | **Specifications** | A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically. |
| **10-55** | **Sponsor** | A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport. |
| **10-56** | **Structures** | Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein. |
| **10-57** | **Subgrade** | The soil that forms the pavement foundation. |
| **10-58** | **Superintendent** | The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction. |
| **10-59** | **Supplemental Agreement** | A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that |

| Paragraph Number | Term | Definition |
|---|---|---|
| | | is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item. |
| **10-60** | **Surety** | The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor. |
| **10-61** | **Taxilane** | A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas. |
| **10-62** | **Taxiway** | The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas. |
| **10-63** | **Taxiway/Taxilane Safety Area (TSA)** | A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA. |
| **10-64** | **Work** | The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications. |
| **10-65** | **Working day** | A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days. |
| **10-66** | **Owner Defined terms** | None |

**END OF SECTION 10**

## Section 20 Proposal Requirements and Conditions

**20-01 Advertisement (Notice to Bidders).** The Advertisement for Bids is located in Division II, Section A, of these specifications.

**20-02 Qualification of bidders**. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

**20-03 Contents of proposal forms**. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 10 percent of the total project cost.

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. This pre-bid meeting will be held at **10:00 AM on Wednesday, April 2, 2025**, at the Madera Municipal Airport, Madera, California.

**20-04 Issuance of proposal forms**. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

**a.** Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

**b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.

**c.** Documented record of Contractor default under previous contracts with the Owner.

**d.** Documented record of unsatisfactory work on previous contracts with the Owner.

**20-05 Interpretation of estimated proposal quantities**. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

**20-06 Examination of plans, specifications, and site**. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

**20-07 Preparation of proposal**. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

**20-08 Responsive and responsible bidder.** A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

**20-09 Irregular proposals**. Proposals shall be considered irregular for the following reasons:

**a.** If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

**b.** If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

**c.** If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

**d.** If the proposal contains unit prices that are obviously unbalanced.

**e.** If the proposal is not accompanied by the proposal guaranty specified by the Owner.

**f.** If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

**20-10 Bid guarantee**. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

**20-11 Delivery of proposal.** Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

**20-12 Withdrawal or revision of proposals**. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

**20-13 Public opening of proposals**. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

**20-14 Disqualification of bidders**. A bidder shall be considered disqualified for any of the following reasons:

**a.** Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

**b.** Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

**c.** If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms,* of this section.

**20-15 Discrepancies and Omissions.** A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than 5 business days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

**END OF SECTION 20**

## Section 30 Award and Execution of Contract

**30-01 Consideration of proposals**. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

**a.** If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

**b.** If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

**30-02 Award of contract**. The award of a contract, if it is to be awarded, shall be made within 150 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

**30-03 Cancellation of award**. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

**30-04 Return of proposal guaranty**. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals.* Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds.*

**30-05 Requirements of contract bonds**. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

**30-06 Execution of contract**. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds,* of this section, within 10 calendar days from the date mailed or otherwise delivered to the successful bidder.

**30-07 Approval of contract**. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance

with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

**30-08 Failure to execute contract**. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract,* of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

**END OF SECTION 30**

## Section 40 Scope of Work

**40-01 Intent of contract**. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

**40-02 Alteration of work and quantities**. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

**40-03 Omitted items**. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

**40-04 Extra work**. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work

covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

**40-05 Maintenance of traffic**. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

**a.** It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

**b.** With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

**c.** When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

**40-06 Removal of existing structures**. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

**40-07 Rights in and use of materials found in the work**. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

**a.** Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

**b.** Remove such material from the site, upon written approval of the RPR; or

**c.** Use such material for the Contractor's own temporary construction on site; or,

**d.** Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

**40-08 Final cleanup**. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

**END OF SECTION 40**

## Section 50 Control of Work

**50-01 Authority of the Resident Project Representative (RPR)**. The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

**50-02 Conformity with plans and specifications**. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

**50-03 Coordination of contract, plans, and specifications**. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs

contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

**50-04 List of Special Provisions.**

1st - Change Order or Supplemental Agreement
2nd - Contract/Agreement
3rd - Addendum to the Plans and Specifications
4th - Bid Proposal
5th - Technical Provisions
6th - Special Conditions
7th - Construction Plans
8th - FAA General Contract Provisions
9th - FAA General Construction Items
10th - FAA Specifications and Advisory Circulars
11th - State Standard Plans and Specifications

**50-05 Cooperation of Contractor**. The Contractor shall be supplied with five hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

**50-06 Cooperation between Contractors**. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

**50-07 Construction layout and stakes**. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical

controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): .CSV file

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

Accuracy of surveys shall be to the thousandths of a foot.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

**50-08 Authority and duties of Quality Assurance (QA) inspectors**. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

**50-09 Inspection of the work**. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

**50-10 Removal of unacceptable and unauthorized work**. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

**50-11 Load restrictions**. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

**50-12 Maintenance during construction**. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

**50-13 Failure to maintain the work**. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

**50-14 Partial acceptance**. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that

the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

**50-15 Final acceptance.** Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

**50-16 Claims for adjustment and disputes.** If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

**END OF SECTION 50**

## Section 60 Control of Materials

**60-01 Source of supply and quality requirements**. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

**60-02 Samples, tests, and cited specifications**. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP).

**Contractor shall furnish all QC test results to the RPR in electronic (.pdf) format. Details of the acceptable format to be used are included in Appendix B, Construction Management Plan.**

**60-03 Certification of compliance/analysis (COC/COA)**. The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed

by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

**a.** Conformance to the specified performance, testing, quality or dimensional requirements; and,

**b.** Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

**60-04 Plant inspection**. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

**a.** The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

**b.** The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

**c.** If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

**60-05 Engineer/ Resident Project Representative (RPR) field office**. An Engineer/RPR field office is not required.

**60-06 Storage of materials**. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

**60-07 Unacceptable materials**. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

**60-08 Owner furnished materials**. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

**END OF SECTION 60**

## Section 70 Legal Regulations and Responsibility to Public

**70-01 Laws to be observed**. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

**70-02 Permits, licenses, and taxes**. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

**70-03 Patented devices, materials, and processes**. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

**70-04 Restoration of surfaces disturbed by others**. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows:

NOT APPLICABLE

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

**70-05 Federal Participation**. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

**70-06 Sanitary, health, and safety provisions**. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

**70-07 Public convenience and safety**. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic,* and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

**70-08 Construction Safety and Phasing Plan (CSPP).** The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) 2 and 3 of the project plans.

**70-09 Use of explosives**. The use of explosives is not permitted on this project.

**70-10 Protection and restoration of property and landscape**. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

**70-11 Responsibility for damage claims**. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld

when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

**70-12 Third party beneficiary clause**. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

**70-13 Opening sections of the work to traffic**. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of work shown on the plans, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

**70-14 Contractor's responsibility for work**. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

**70-15 Contractor's responsibility for utility service and facilities of others**. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any

public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

| Utility Service or Facility | Person to Contact (Name, Title, Address & Phone) | Owner's Emergency Contact (Phone) |
|---|---|---|
| Telephone – AT&T | | (800) 222-0400 |
| Pacific Gas and Electric | 2871 Airport Drive<br>Madera, CA 93637 | (800) 743-5000 |
| Madera Irrigation District | 12152 Road 28-1/4<br>Madera, CA 93637 | (559) 673-3514 |
| Sewer, Water and Storm Drain Services | City of Madera<br>1030 South Gateway Drive<br>Madera, CA 93637 | (559) 661-5466 |

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

**70-15.1 FAA facilities and cable runs**. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

**a.** The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

**b.** The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport Owner a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

**c.** If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

**d.** Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

**e.** If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

**70-16 Furnishing rights-of-way**. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

**70-17 Personal liability of public officials**. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

**70-18 No waiver of legal rights**. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

**70-19 Environmental protection**. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

**70-20 Archaeological and historical findings**. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work,* and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

**70-21 Insurance Requirements.** 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.

**Hold Harmless and Indemnification Clause**

*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.

**END OF SECTION 70**

## Section 80 Execution and Progress

**80-01 Subletting of contract**. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least 30 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

**The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:**

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

**80-02 Notice to proceed (NTP)**. The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within **10** days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

**80-03 Execution and progress**. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a two-week look ahead basis at every weekly meeting, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

**80-04 Limitation of operations**. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

| AOA | Time Periods AOA Can be Closed | Type of Communications Required When Working in AOA | Control Authority |
|---|---|---|---|
| Runway 12-30 | None | Radio Tuned to 122.800 MHz | Airport Management |
| Apron A2 and Taxilanes | Duration of Project | Radio Tuned to 122.800 MHz | Airport Management |
| Taxiway P | Periodic Daytime Closures with 48 hours' Notice | Radio Tuned to 122.800 MHz | Airport Management |

*See Construction Safety and Phasing Plan (CSPP) for details.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

**80-04.1 Operational safety on airport during construction.** All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the

Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

**80-05 Character of workers, methods, and equipment**. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

**80-06 Temporary suspension of the work**. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

**80-07 Determination and extension of contract time**. The number of working days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

**80-07.1 Contract time based on working days.** Contract time based on working days shall be calculated weekly by the Resident Project Representative (RPR). The RPR will furnish the Contractor a copy of their weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved Change Orders or Supplemental Agreements covering Extra Work).

The weekly statement of contract time charged is based on the following considerations:

(1) Time will be charged for days on which the Contractor could proceed with scheduled work under construction at the time for at least six (6) hours with the normal work force employed on such items. When normal work force is a double-shift, use 12 hours; and when the normal work force is on a triple-shift, use 18 hours. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the scheduled work items under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The RPR will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The RPR will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The RPR will not make charges against the contract time after the date of final acceptance as defined in Section 50, paragraph 50-14, *Final Acceptance*.

(5) The Contractor will be allowed one (1) week in which to file a written protest setting forth their own objections to the RPR's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the Section 20, paragraph 20-05, *Interpretation of Estimated Proposal Quantities*. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

**80-08 Failure to complete on time**. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

| Stage | Liquidated Damages Cost | Allowed Construction Time |
|---|---|---|
| Total Project | $3,000/calendar day | 37 Working Days |
| Base Bid | $3,000/calendar day | 25 Working Days |
| Alternate 1 | $3,000/calendar day | 6 Working Days |
| Alternate 2 | $3,000/calendar day | 6 Working Days |

The maximum construction time allowed for the total project will be the sum of the time allowed for individual stages but not more than 37 days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.

**80-09 Default and termination of contract**. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

**a.** Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

**b.** Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

**c.** Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

**d.** Discontinues the execution of the work, or

**e.** Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

**f.** Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

**g.** Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or

**h.** Makes an assignment for the benefit of creditors, or

**i.** For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

**80-10 Termination for national emergencies**. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

**80-11 Work area, storage area and sequence of operations**. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

**END OF SECTION 80**

## Section 90 Measurement and Payment

**90-01 Measurement of quantities**. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

### Measurement and Payment Terms

| Term | Description |
|---|---|
| **Excavation and Embankment Volume** | In computing volumes of excavation, the average end area method will be used unless otherwise specified. |
| **Measurement and Proportion by Weight** | The term "ton" will mean the short ton consisting of 2,000 pounds (907 km) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark. |
| **Measurement by Volume** | Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery. |

| Term | Description |
|---|---|
| **Asphalt Material** | Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities. |
| **Cement** | Cement will be measured by the ton (kg) or hundredweight (km). |
| **Structure** | Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions. |
| **Timber** | Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece. |
| **Plates and Sheets** | The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch. |
| **Miscellaneous Items** | When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted. |
| **Scales** | Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.<br><br>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.<br><br>In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.<br><br>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.<br><br>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. |

| Term | Description |
|---|---|
| | Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.<br><br>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project. |
| **Rental Equipment** | Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 *Payment for Extra Work*. |
| **Pay Quantities** | When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions. |

**90-02 Scope of payment**. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

**90-03 Compensation for altered quantities**. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities,* will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

**90-04 Payment for omitted items**. As specified in Section 40, paragraph 40-03, *Omitted Items,* the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order.

Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

**90-05 Payment for extra work**. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

**90-06 Partial payments**. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

**a.** From the total of the amount determined to be payable on a partial payment, 5 percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

**b.** The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

**c.** When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

**90-07 Payment for materials on hand.** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

**a.** The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

**b.** The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

**c.** The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

**d.** The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

**e.** The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

**90-08 Payment of withheld funds**. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

**a.** The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

**b.** The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

**c.** The Contractor shall enter into an escrow agreement satisfactory to the Owner.

**d.** The Contractor shall obtain the written consent of the surety to such agreement.

**90-09 Acceptance and final payment**. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered

by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes,* or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

**90-10 Construction warranty.**

**a.** In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

**b.** This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.

**c.** The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

**d.** The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

**e.** The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

**f.** If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

**g.** With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

**h.** This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

**90-11 Contractor Final Project Documentation.** Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

**a.** Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

**b.** Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

**c.** Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

**d.** Complete all punch list items identified during the Final Inspection.

**e.** Provide complete release of all claims for labor and material arising out of the Contract.

**f.** Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

**g.** When applicable per state requirements, return copies of sales tax completion forms.

**h.** Manufacturer's certifications for all items incorporated in the work.

**i.** All required record drawings, as-built drawings or as-constructed drawings.

**j.** Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

**l.** Equipment commissioning documentation submitted, if required.

**m.** Quality Control Program Test Result Summary.

**END OF SECTION 90**

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# PART B

# DIVISION III

## FAA GENERAL CONSTRUCTION ITEMS
## ADVISORY CIRCULAR 150/5370-10H

# Division III – Federal Provisions

# Part B General Construction Items

### Item C-100 Contractor Quality Control Program (CQCP)

**100-1 General.** Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the project. Establishing and maintaining a culture of quality is key to achieving a quality project. The Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The Contractor shall establish a CQCP that will:

**a.** Provide qualified personnel to develop and implement the CQCP.

**b.** Provide for the production of acceptable quality materials.

**c.** Provide sufficient information to assure that the specification requirements can be met.

**d.** Document the CQCP process.

The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the CQCP has been reviewed and approved by the Resident Project Representative (RPR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the RPR or Contractor as specified in the specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Resident Project Representative (RPR), Contractor, subcontractors, testing laboratories, and Owner's representative must be held prior to start of construction. The QC/QA workshop will be facilitated by the Contractor. The Contractor shall coordinate with the Airport and the RPR on time and location of the QC/QA workshop. Items to be addressed, at a minimum, will include:

**a.** Review of the CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.

**b.** Discussion of the QA program.

**c.** Discussion of the QC and QA Organization and authority including coordination and information exchange between QC and QA.

**d.** Establish regular meetings to discuss control of materials, methods and testing.

**e.** Establishment of the overall QC culture.

**100-2 Description of program.**

**a. General description.** The Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. The CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of QC.

**b. Contractor Quality Control Program (CQCP).** The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the RPR prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the RPR for review and approval at least 10 calendar days before the CQCP Workshop. The Contractor's CQCP and QC testing laboratory must be approved in writing by the RPR prior to the Notice to Proceed (NTP).

The CQCP shall be organized to address, as a minimum, the following:

1. QC organization and resumes of key staff
2. Project progress schedule
3. Submittals schedule
4. Inspection requirements
5. QC testing plan
6. Documentation of QC activities and distribution of QC reports
7. Requirements for corrective action when QC and/or QA acceptance criteria are not met
8. Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but are not limited to, mix design, aggregate grading, stockpile management, mixing and transporting, placing and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract.

**100-3 CQCP organization.** The CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all QC staff by name and function, and shall indicate the total staff required to implement all elements of the CQCP, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the CQCP, the personnel assigned shall be subject to the qualification requirements of paragraphs 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The QC organization shall, as a minimum, consist of the following personnel:

**a. Program Administrator.** The Contractor Quality Control Program Administrator (CQCPA) must be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The CQCPA must

have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.

Included in the five (5) years of paving/QC experience, the CQCPA must meet at least one of the following requirements:

**(1)** Professional Engineer with one (1) year of airport paving experience.

**(2)** Engineer-in-training with two (2) years of airport paving experience.

**(3)** National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.

**(4)** An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

The CQCPA must have full authority to institute any and all actions necessary for the successful implementation of the CQCP to ensure compliance with the contract plans and technical specifications. The CQCPA authority must include the ability to immediately stop production until materials and/or processes are in compliance with contract specifications. The CQCPA must report directly to a principal officer of the construction firm. The CQCPA may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

**b. QC technicians.** A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher, and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to the CQCPA and shall perform the following functions:

**(1)** Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by paragraph 100-6.

**(2)** Performance of all QC tests as required by the technical specifications and paragraph100-8.

**(3)** Performance of tests for the RPR when required by the technical specifications.

Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

**c. Staffing levels.** The Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The CQCP shall state where different technicians will be required for different work elements.

**100-4 Project progress schedule.** Critical QC activities must be shown on the project schedule as required by Section 80, paragraph 80-03, *Execution and Progress*.

**100-5 Submittals schedule.** The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:

**a.** Specification item number

**b.** Item description

**c.** Description of submittal

**d.** Specification paragraph requiring submittal

**e.** Scheduled date of submittal

**100-6 Inspection requirements.** QC inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of work. Inspections shall include the following minimum requirements:

**a.** During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The CQCP shall detail how these and other QC functions will be accomplished and used.

**b.** During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The CQCP shall document how these and other QC functions will be accomplished and used.

**100-7 Contractor QC testing facility.**

**a.** For projects that include Item P-401 the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:

- 8.1.3 Equipment Calibration and Checks;
- 8.1.9 Equipment Calibration, Standardization, and Check Records;
- 8.1.12 Test Methods and Procedures

**100-8 QC testing plan.** As a part of the overall CQCP, the Contractor shall implement a QC testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

The QC testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

**a.** Specification item number (e.g., P-401)

**b.** Item description (e.g., Hot Mix Asphalt Pavements)

**c.** Test type (e.g., gradation, grade, asphalt content)

**d.** Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)

**e.** Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated)

**f.** Responsibility (e.g., plant technician)

**g.** Control requirements (e.g., target, permissible deviations)

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by the Contractor as required by paragraph 100-9.

**100-9 Documentation.** The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the RPR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the CQCPA.

Contractor QC records required for the contract shall include, but are not necessarily limited to, the following records:

**a. Daily inspection reports.** Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

**(1)** Technical specification item number and description
**(2)** Compliance with approved submittals
**(3)** Proper storage of materials and equipment
**(4)** Proper operation of all equipment
**(5)** Adherence to plans and technical specifications
**(6)** Summary of any necessary corrective actions
**(7)** Safety inspection.
**(8)** Photographs and/or video

The daily inspection reports shall identify all QC inspections and QC tests conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible QC technician and the CQCPA. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

**b. Daily test reports.** The Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document the following information:

(1) Technical specification item number and description
(2) Test designation
(3) Location
(4) Date of test
(5) Control requirements
(6) Test results
(7) Causes for rejection
(8) Recommended remedial actions

(9) Retests

Test results from each day's work period shall be submitted to the RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

**100-10 Corrective action requirements.** The CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the CQCP as a whole, and for individual items of work contained in the technical specifications.

The CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.

**100-11 Inspection and/or observations by the RPR.** All items of material and equipment are subject to inspection and/or observation by the RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by the RPR at the site for the same purpose.

Inspection and/or observations by the RPR does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

**100-12 Noncompliance.**

**a.** The Resident Project Representative (RPR) will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.

**b.** When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the RPR will recommend the Owner take the following actions:

**(1)** Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or

**(2)** Order the Contractor to stop operations until appropriate corrective actions are taken.

## METHOD OF MEASUREMENT

**100-13 Basis of measurement and payment.** No separate payment will be made for the CQCP. This work is considered incidental to the respective items of work.

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

| | |
|---|---|
| ASTM C1077 | Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation |
| ASTM D3665 | Standard Practice for Random Sampling of Construction Materials |
| ASTM D3666 | Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials |

**END OF ITEM C-100**

## Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

### DESCRIPTION

**102-1.** This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

### MATERIALS

**102-2.1 Grass.** Grass that will not compete with the grasses sown later for permanent cover per Item T-901shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

**102-2.2 Mulches.** Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

**102-2.3 Fertilizer.** Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

**102-2.4 Slope drains.** Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

**102-2.5 Silt fence.** Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

**102-2.6 Other.** All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

### CONSTRUCTION REQUIREMENTS

**102-3.1 General.** In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

**102-3.2 Schedule.** Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

**102-3.3 Construction details.** The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

**102-3.4 Installation, maintenance and removal of silt fence.** Silt fences shall extend a minimum of 16 inches (41 cm) and a maximum of 34 inches (86 cm) above the ground surface. Posts shall be set no more than 10 feet (3 m) on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch (300-mm) overlap and securely sealed. A trench shall be excavated approximately 4 inches (100 mm) deep by 4 inches (100 mm) wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence

shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

## METHOD OF MEASUREMENT

**102-4.1** Not applicable.

**102-4.2** Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

## BASIS OF PAYMENT

**102-5.1** Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the RPR will be paid for in accordance with Section 90, paragraph 90-05 *Payment for Extra Work*.

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33 *Hazardous Wildlife Attractants on or Near Airports*

AC 150/5370-2 *Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461 *Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

## END OF ITEM C-102

## Item C-103 Storm Water Pollution Prevention Plan (SWPPP)

**103-1.1** This item consists of the preparation, implementation, maintenance, and monitoring of a Storm Water Pollution Prevention Plan (SWPPP) for the construction of this project to conform to all requirements of the Federal Aviation Administration, State of California Water Resources Control Board, and local agencies.

### Preparation of SWPPP

**103-2.1** The Contractor is required to hire a Qualified SWPPP Developer (QSD) to develop and submit for approval a Storm Water Pollution Prevention Plan (SWPPP), which includes not only the attachments but an Erosion Control Plan. The objectives of the SWPPP as stated in Section A of the State Water Resources Control Board Order No. 2010-0014-DWQ, Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity are:

- To identify pollutant sources that may affect the quality of discharges of storm water associated with construction activity (storm water discharge) from the construction site, and

- To identify, construct, and implement storm water pollution prevention measures (control practices) to reduce pollutants in storm water discharges from the construction site both during and after construction is completed.

Therefore, the SWPPP to be developed by the Contractor's Qualified SWPPP Developer (QSD) must identify the Best Management Practices (BMPs), which are required for the Contractor's operations to meet these objectives. BMPs are measures or practices used to reduce the amount of pollution entering surface water and the storm sewer collection system. BMPs may take the form of a process, activity, or physical structure. The SWPPP must describe in detail the methods used to comply with those BMPs.

The plan must be approved by the engineer prior to any clearing, grading or excavation work. Acceptance of the plan does not preclude the Contractor from responsibility for taking the proper actions to prevent contaminates and/or sediments from leaving the construction site should any unforeseen circumstances occur. The Contractor must take immediate action if directed by the Engineer, or if the Contractor observes contaminates and/or sediments entering any surface or groundwater drainage, to prevent further storm water from entering the drainage.

To aid the Contractor in the preparation of the SWPPP, the SWRCB Order No. 2012-0006-DWQ can be found at the State of California Water Resources Control Board, Storm Water Program website at http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml. The SWPPP Template and Attachments are provided at the State of California Department of Transportation, Storm Water and Pollution Control website at http://www.dot.ca.gov/hq/construc/stormwater and should be followed by the Contractor during preparation of the SWPPP. Supporting information to be provided by the Owner for use by the Contractor during preparation of the SWPPP includes a topographic base map and a site map. Provision for Post-Construction Storm Water Management (Section A; Item 10) and Maintenance, Inspection and Repair (Section A; Item 11) must be addressed by the Owner for incorporation into the Contractor's "approved" SWPPP.

The final SWPPP must be submitted to the RPR for review and approval. This plan must be approved by the State of California Water Resources Control Board and the Airport. If necessary, it will be returned to the contractor for correction and update. Once the corrections have been made to the SWPPP and all actions called for have been made, a final SWPPP must be resubmitted to the Engineer for approval at no extra cost. All requirements set forth in the SWPPP must be adhered to by the contractor during construction.

## Method of Measurement

**103-3.1** The method of measurement for preparation of a Storm Water Pollution Prevention Plan (SWPPP) including installation, monitoring, and implementation of all measures during the construction of this project will be lump sum.

## Basis of Payment

**103-4.1** The Contractor will be paid separately for the preparation of the SWPPP at the lump sum price bid for this work. The lump sum price bid must include all materials, equipment, time, and other work required to prepare the SWPPP and to implement, maintain, and monitor all measures required in the approved SWPPP for the Base Bid and Alternates 1 and 2 (if accepted).

Payment will be made under:

Item 103-4.1 SWPPP Submitted by Qualified SWPPP Developer (QSD) and SWPPP Implementation And Monitoring - Lump Sum

## Item C-105 Mobilization

**105-1 Description.** This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

**105-2 Mobilization limit.** Mobilization items shall be limited to 10 percent of the total cost for the Base Bid and to 10 percent of the total cost for Alternate 1.

**105-3 Posted notices.** Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

**105-4 Engineer/RPR field office.** An Engineer/RPR field office is not required.

### METHOD OF MEASUREMENT

**105-5 Basis of measurement and payment.** Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

**a.** With first pay request, 25%.

**b.** When 25% or more of the original contract is earned, an additional 25%.

**c.** When 50% or more of the original contract is earned, an additional 40%.

**d.** After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation,* the final 10%.

### BASIS OF PAYMENT

**105-6 Payment will be made under:**

| | |
|---|---|
| Item C-105 | Mobilization |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

**END OF ITEM C-105**

## ITEM C-106 MARKING AND LIGHTING OF CLOSED AIRPORT FACILITIES

### Description

**106-1.0 GENERAL.** The construction of this project requires certain areas of the airfield to be closed to aircraft and operational traffic. Closure of these areas must be in accordance with construction plans. Marking of closed airfield facilities, temporary facilities, and contractor haul routes must be in accordance with these specifications and F.A.A. Advisory Circulars No. 150/5340-1, current edition, "Standards for Airport Markings", 150/5370-2, current edition, "Operational Safety on Airports During Construction" and the Construction Safety and Phasing Plan.

The airport will not be closed during construction of this project and aircraft operations on the runway must be allowed and protected.

All existing runway lights, taxiway lights, NAVAIDs and all power, control, and communication cables must be maintained in operation at all times for those facilities which are not closed under this contract.

### Closed Airport Facility Marking

**106-2.1 BARRICADES.** Any area that is closed for aircraft or vehicular traffic must have lighted barricades placed across the pavement as shown on the plans. These barricades must be maintained in good condition at all times during the closure or they must be repaired or replaced as directed by the Engineer.

In accordance with the Construction Safety and Phasing Plan, the Contractor must designate haul roads to construction areas and block access to construction areas by use of suitable lighted barricades. On all airfield pavement, no part of the barricade or light must extend ten (10) inches above the paved surface. Maximum spacing between barricades must be four (4) feet. Each barricade must have two solar-powered lights with red lenses each controlled by photocells such that they are on at night and off during the day. Barricades must be painted alternate orange and white diagonal striping. These lighted barricades must remain in place until such time as the new construction is open to traffic.

The Contractor must place and maintain all airport and contractor furnished barricades and flashing units for this project. Contractor must supply batteries, sandbags and all maintenance for the barricades. The Airport will provide 75 barricades. Any excess barricades required shall be furnished by the Contractor.

Barricades must be securely fastened or weighted so that they will not be disturbed by high winds or jet blast.

Barricades must be located as shown on the plans and as directed by the Resident Project Representative (RPR). At the completion of the project, all barricades must be drained of water. Airport-furnished barricades shall be returned to the airport.

**106-2.2 AIRFIELD GUIDANCE SIGN COVERS.** Not applicable.

**106-2.3 RUNWAY CLOSURE MARKERS.** Not applicable.

**106-2.4 ROAD SIGNAGE.** Contractor shall furnish, place, and maintain all, "DO NOT ENTER," "DETOUR," and other road signage at Gate G3 as called for on the Construction Safety and Phasing Plan. All road signage must conform with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or Caltrans Manual on Uniform Traffic Control Devices and shall not be hand lettered.

## Method of Measurement

**106-3.1** Method of measurement for marking and lighting of closed Airport facilities will be Lump Sum.

## Basis of Payment

**106-4.1** Payment will be made at the contract lump sum price for marking and lighting of closed airport facilities.

This lump sum price will be full compensation for furnishing all labor, materials, tools, and incidentals necessary to perform this item of work including but not limited to furnishing, placing, maintaining, and removing barricades and road signage for the Base Bid and Alternates 1 and 2 (if accepted).

Payments will be made for marking and lighting of closed airport facilities on a monthly basis with the monthly progress payments. The percentage of marking and lighting of closed airport facilities payment made will be equal to the percentage of total project, completed, as determined by the Engineer.

Payment will be made under:

| | |
|---|---|
| Item 106 – 4.1 | Marking and Lighting of Closed Airport Facilities - Lump Sum |

**** END OF SECTION ****

## ITEM C-110 METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL)

**110-1 General.** When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average (X) and sample standard deviation (Sn) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index, QL for Lower Quality Index and/or QU for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

It is the intent of this section to inform the Contractor that, in order to consistently offset the Contractor's risk for material evaluated, production quality (using population average and population standard deviation) must be maintained at the acceptable quality specified or higher. In all cases, it is the responsibility of the Contractor to produce at quality levels that will meet the specified acceptance criteria when sampled and tested at the frequencies specified.

**110-2 Method for computing PWL.** The computational sequence for computing PWL is as follows:

**a. Divide the lot into n sublots in accordance with the acceptance requirements of the specification.**

**b**. Locate the random sampling position within the sublot in accordance with the requirements of the specification.

**c.** Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.

**d.** Find the sample average (X) for all sublot test values within the lot by using the following formula:

$$\mathbf{X = (x1 + x2 + x3 + \ldots xn) / n}$$

Where: X = Sample average of all sublot test values within a lot

x1, x2, . . .xn = Individual sublot test values

n = Number of sublot test values

**e.** Find the sample standard deviation (Sn) by use of the following formula:

$$\mathbf{Sn = [(d12 + d22 + d32 + \ldots dn2)/(n-1)]1/2}$$

Where: Sn = Sample standard deviation of the number of sublot test values in the set

d1, d2, . . .dn = Deviations of the individual sublot test values x1, x2, … from the average value X

that is: d1 = (x1 - X), d2 = (x2 - X) … dn = (xn - X)

n = Number of sublot test values

**f.** For single sided specification limits (i.e., L only), compute the Lower Quality Index QL by use of the following formula:

$$\mathbf{Q_L = (X - L) / S_n}$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with QL, using the column appropriate to the total number (n) of measurements. If the value of QL falls between values shown on the table, use the next higher value of PWL.

**g.** For double-sided specification limits (i.e., L and U), compute the Quality Indexes QL and QU by use of the following formulas:

$$\mathbf{Q_L = (X - L) / S_n}$$
**and**
$$\mathbf{Q_U = (U - X) / S_n}$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with QL and QU, using the column appropriate to the total number (n) of measurements, and determining the percent of material above PL and percent of material below PU for each tolerance limit. If the values of QL fall between values shown on the table, use the next higher value of PL or PU. Determine the PWL by use of the following formula:

$$\mathbf{PWL = (P_U + P_L) - 100}$$

Where: $P_L$ = percent within lower specification limit

$P_U$ = percent within upper specification limit

## EXAMPLE OF PWL CALCULATION

**Project:** Example Project

**Test Item:** Item P-401, Lot A.

**A. PWL Determination for Mat Density.**

**1.** Density of four random cores taken from Lot A.

A-1 = 96.60

A-2 = 97.55

A-3 = 99.30

A-4 = 98.35

n = 4

**2.** Calculate average density for the lot.

$X = (x_1 + x_2 + x_3 + \ldots x_n) / n$

$X = (96.60 + 97.55 + 99.30 + 98.35) / 4$

X = 97.95% density

**3.** Calculate the standard deviation for the lot.

$S_n = [((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2)) / (4 - 1)]^{1/2}$

$S_n = [(1.82 + 0.16 + 1.82 + 0.16) / 3]^{1/2}$

$S_n = 1.15$

**4.** Calculate the Lower Quality Index $Q_L$ for the lot. (L=96.3)

$Q_L = (X - L) / S_n$

$Q_L = (97.95 - 96.30) / 1.15$

$Q_L = 1.4348$

**5.** Determine PWL by entering Table 1 with $Q_L$= 1.44 and n= 4.

PWL = 98

**B. PWL Determination for Air Voids.**

**1.** Air Voids of four random samples taken from Lot A.

A-1 = 5.00

A-2 = 3.74

A-3 = 2.30

A-4 = 3.25

**2.** Calculate the average air voids for the lot.

$X = (x_1 + x_2 + x_3 \ldots n) / n$

$X = (5.00 + 3.74 + 2.30 + 3.25) / 4$

X = 3.57%

**3.** Calculate the standard deviation $S_n$ for the lot.

$S_n = [((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2) / (4 - 1)]^{1/2}$

$S_n = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$

$S_n = 1.12$

**4.** Calculate the Lower Quality Index $Q_L$ for the lot. (L= 2.0)

$Q_L = (X - L) / S_n$

$Q_L = (3.57 - 2.00) / 1.12$

$Q_L = 1.3992$

**5.** Determine $P_L$ by entering Table 1 with $Q_L = 1.41$ and n = 4.

$P_L = 97$

**6.** Calculate the Upper Quality Index $Q_U$ for the lot. (U= 5.0)

$Q_U = (U - X) / S_n$

$Q_U = (5.00 - 3.57) / 1.12$

$Q_U = 1.2702$

**7.** Determine $P_U$ by entering Table 1 with $Q_U = 1.29$ and n = 4.

$P_U = 93$

**8.** Calculate Air Voids PWL

$PWL = (P_L + P_U) - 100$

$PWL = (97 + 93) - 100 = 90$

## EXAMPLE OF OUTLIER CALCULATION (REFERENCE ASTM E178)

**Project:** Example Project

**Test Item:** Item P-401, Lot A.

**A. Outlier Determination for Mat Density.**

**1.** Density of four random cores taken from Lot A arranged in descending order.

A-3 = 99.30
A-4 = 98.35
A-2 = 97.55
A-1 = 96.60

**2.** From ASTM E178, Table 1, for n=4 an upper 5% significance level, the critical value for test criterion = 1.463.

**3.** Use average density, standard deviation, and test criterion value to evaluate density measurements.

a. For measurements greater than the average:

If (measurement - average)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-3, check if (99.30 - 97.95) / 1.15 is greater than 1.463.

Since 1.174 is less than 1.463, the value is not an outlier.

**b.** For measurements less than the average:

If (average - measurement)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-1, check if (97.95 - 96.60) / 1.15 is greater than 1.463.

Since 1.435 is less than 1.463, the value is not an outlier.

**Note:** In this example, a measurement would be considered an outlier if the density were:

Greater than (97.95 + 1.463 × 1.15) = 99.63%

OR

less than (97.95 - 1.463 × 1.15) = 96.27%.

**Table 1. Table for Estimating Percent of Lot Within Limits (PWL)**

| Percent Within Limits ($P_L$ and $P_U$) | Positive Values of Q ($Q_L$ and $Q_U$) | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | n=3 | n=4 | n=5 | n=6 | n=7 | n=8 | n=9 | n=10 |
| 99 | 1.1541 | 1.4700 | 1.6714 | 1.8008 | 1.8888 | 1.9520 | 1.9994 | 2.0362 |
| 98 | 1.1524 | 1.4400 | 1.6016 | 1.6982 | 1.7612 | 1.8053 | 1.8379 | 1.8630 |
| 97 | 1.1496 | 1.4100 | 1.5427 | 1.6181 | 1.6661 | 1.6993 | 1.7235 | 1.7420 |
| 96 | 1.1456 | 1.3800 | 1.4897 | 1.5497 | 1.5871 | 1.6127 | 1.6313 | 1.6454 |
| 95 | 1.1405 | 1.3500 | 1.4407 | 1.4887 | 1.5181 | 1.5381 | 1.5525 | 1.5635 |
| 94 | 1.1342 | 1.3200 | 1.3946 | 1.4329 | 1.4561 | 1.4717 | 1.4829 | 1.4914 |
| 93 | 1.1269 | 1.2900 | 1.3508 | 1.3810 | 1.3991 | 1.4112 | 1.4199 | 1.4265 |
| 92 | 1.1184 | 1.2600 | 1.3088 | 1.3323 | 1.3461 | 1.3554 | 1.3620 | 1.3670 |
| 91 | 1.1089 | 1.2300 | 1.2683 | 1.2860 | 1.2964 | 1.3032 | 1.3081 | 1.3118 |
| 90 | 1.0982 | 1.2000 | 1.2290 | 1.2419 | 1.2492 | 1.2541 | 1.2576 | 1.2602 |
| 89 | 1.0864 | 1.1700 | 1.1909 | 1.1995 | 1.2043 | 1.2075 | 1.2098 | 1.2115 |
| 88 | 1.0736 | 1.1400 | 1.1537 | 1.1587 | 1.1613 | 1.1630 | 1.1643 | 1.1653 |
| 87 | 1.0597 | 1.1100 | 1.1173 | 1.1192 | 1.1199 | 1.1204 | 1.1208 | 1.1212 |
| 86 | 1.0448 | 1.0800 | 1.0817 | 1.0808 | 1.0800 | 1.0794 | 1.0791 | 1.0789 |
| 85 | 1.0288 | 1.0500 | 1.0467 | 1.0435 | 1.0413 | 1.0399 | 1.0389 | 1.0382 |
| 84 | 1.0119 | 1.0200 | 1.0124 | 1.0071 | 1.0037 | 1.0015 | 1.0000 | 0.9990 |
| 83 | 0.9939 | 0.9900 | 0.9785 | 0.9715 | 0.9671 | 0.9643 | 0.9624 | 0.9610 |
| 82 | 0.9749 | 0.9600 | 0.9452 | 0.9367 | 0.9315 | 0.9281 | 0.9258 | 0.9241 |
| 81 | 0.9550 | 0.9300 | 0.9123 | 0.9025 | 0.8966 | 0.8928 | 0.8901 | 0.8882 |
| 80 | 0.9342 | 0.9000 | 0.8799 | 0.8690 | 0.8625 | 0.8583 | 0.8554 | 0.8533 |
| 79 | 0.9124 | 0.8700 | 0.8478 | 0.8360 | 0.8291 | 0.8245 | 0.8214 | 0.8192 |
| 78 | 0.8897 | 0.8400 | 0.8160 | 0.8036 | 0.7962 | 0.7915 | 0.7882 | 0.7858 |
| 77 | 0.8662 | 0.8100 | 0.7846 | 0.7716 | 0.7640 | 0.7590 | 0.7556 | 0.7531 |
| 76 | 0.8417 | 0.7800 | 0.7535 | 0.7401 | 0.7322 | 0.7271 | 0.7236 | 0.7211 |
| 75 | 0.8165 | 0.7500 | 0.7226 | 0.7089 | 0.7009 | 0.6958 | 0.6922 | 0.6896 |
| 74 | 0.7904 | 0.7200 | 0.6921 | 0.6781 | 0.6701 | 0.6649 | 0.6613 | 0.6587 |
| 73 | 0.7636 | 0.6900 | 0.6617 | 0.6477 | 0.6396 | 0.6344 | 0.6308 | 0.6282 |
| 72 | 0.7360 | 0.6600 | 0.6316 | 0.6176 | 0.6095 | 0.6044 | 0.6008 | 0.5982 |
| 71 | 0.7077 | 0.6300 | 0.6016 | 0.5878 | 0.5798 | 0.5747 | 0.5712 | 0.5686 |
| 70 | 0.6787 | 0.6000 | 0.5719 | 0.5582 | 0.5504 | 0.5454 | 0.5419 | 0.5394 |
| 69 | 0.6490 | 0.5700 | 0.5423 | 0.5290 | 0.5213 | 0.5164 | 0.5130 | 0.5105 |
| 68 | 0.6187 | 0.5400 | 0.5129 | 0.4999 | 0.4924 | 0.4877 | 0.4844 | 0.4820 |
| 67 | 0.5878 | 0.5100 | 0.4836 | 0.4710 | 0.4638 | 0.4592 | 0.4560 | 0.4537 |
| 66 | 0.5563 | 0.4800 | 0.4545 | 0.4424 | 0.4355 | 0.4310 | 0.4280 | 0.4257 |
| 65 | 0.5242 | 0.4500 | 0.4255 | 0.4139 | 0.4073 | 0.4030 | 0.4001 | 0.3980 |
| 64 | 0.4916 | 0.4200 | 0.3967 | 0.3856 | 0.3793 | 0.3753 | 0.3725 | 0.3705 |
| 63 | 0.4586 | 0.3900 | 0.3679 | 0.3575 | 0.3515 | 0.3477 | 0.3451 | 0.3432 |
| 62 | 0.4251 | 0.3600 | 0.3392 | 0.3295 | 0.3239 | 0.3203 | 0.3179 | 0.3161 |
| 61 | 0.3911 | 0.3300 | 0.3107 | 0.3016 | 0.2964 | 0.2931 | 0.2908 | 0.2892 |
| 60 | 0.3568 | 0.3000 | 0.2822 | 0.2738 | 0.2691 | 0.2660 | 0.2639 | 0.2624 |
| 59 | 0.3222 | 0.2700 | 0.2537 | 0.2461 | 0.2418 | 0.2391 | 0.2372 | 0.2358 |
| 58 | 0.2872 | 0.2400 | 0.2254 | 0.2186 | 0.2147 | 0.2122 | 0.2105 | 0.2093 |
| 57 | 0.2519 | 0.2100 | 0.1971 | 0.1911 | 0.1877 | 0.1855 | 0.1840 | 0.1829 |
| 56 | 0.2164 | 0.1800 | 0.1688 | 0.1636 | 0.1607 | 0.1588 | 0.1575 | 0.1566 |
| 55 | 0.1806 | 0.1500 | 0.1406 | 0.1363 | 0.1338 | 0.1322 | 0.1312 | 0.1304 |
| 54 | 0.1447 | 0.1200 | 0.1125 | 0.1090 | 0.1070 | 0.1057 | 0.1049 | 0.1042 |
| 53 | 0.1087 | 0.0900 | 0.0843 | 0.0817 | 0.0802 | 0.0793 | 0.0786 | 0.0781 |
| 52 | 0.0725 | 0.0600 | 0.0562 | 0.0544 | 0.0534 | 0.0528 | 0.0524 | 0.0521 |
| 51 | 0.0363 | 0.0300 | 0.0281 | 0.0272 | 0.0267 | 0.0264 | 0.0262 | 0.0260 |
| 50 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 |

| | Negative Values of Q ($Q_L$ and $Q_U$) | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | **n=3** | **n=4** | **n=5** | **n=6** | **n=7** | **n=8** | **n=9** | **n=10** |
| 49 | -0.0363 | -0.0300 | -0.0281 | -0.0272 | -0.0267 | -0.0264 | -0.0262 | -0.0260 |
| 48 | -0.0725 | -0.0600 | -0.0562 | -0.0544 | -0.0534 | -0.0528 | -0.0524 | -0.0521 |
| 47 | -0.1087 | -0.0900 | -0.0843 | -0.0817 | -0.0802 | -0.0793 | -0.0786 | -0.0781 |
| 46 | -0.1447 | -0.1200 | -0.1125 | -0.1090 | -0.1070 | -0.1057 | -0.1049 | -0.1042 |
| 45 | -0.1806 | -0.1500 | -0.1406 | -0.1363 | -0.1338 | -0.1322 | -0.1312 | -0.1304 |
| 44 | -0.2164 | -0.1800 | -0.1688 | -0.1636 | -0.1607 | -0.1588 | -0.1575 | -0.1566 |
| 43 | -0.2519 | -0.2100 | -0.1971 | -0.1911 | -0.1877 | -0.1855 | -0.1840 | -0.1829 |
| 42 | -0.2872 | -0.2400 | -0.2254 | -0.2186 | -0.2147 | -0.2122 | -0.2105 | -0.2093 |
| 41 | -0.3222 | -0.2700 | -0.2537 | -0.2461 | -0.2418 | -0.2391 | -0.2372 | -0.2358 |
| 40 | -0.3568 | -0.3000 | -0.2822 | -0.2738 | -0.2691 | -0.2660 | -0.2639 | -0.2624 |
| 39 | -0.3911 | -0.3300 | -0.3107 | -0.3016 | -0.2964 | -0.2931 | -0.2908 | -0.2892 |
| 38 | -0.4251 | -0.3600 | -0.3392 | -0.3295 | -0.3239 | -0.3203 | -0.3179 | -0.3161 |
| 37 | -0.4586 | -0.3900 | -0.3679 | -0.3575 | -0.3515 | -0.3477 | -0.3451 | -0.3432 |
| 36 | -0.4916 | -0.4200 | -0.3967 | -0.3856 | -0.3793 | -0.3753 | -0.3725 | -0.3705 |
| 35 | -0.5242 | -0.4500 | -0.4255 | -0.4139 | -0.4073 | -0.4030 | -0.4001 | -0.3980 |
| 34 | -0.5563 | -0.4800 | -0.4545 | -0.4424 | -0.4355 | -0.4310 | -0.4280 | -0.4257 |
| 33 | -0.5878 | -0.5100 | -0.4836 | -0.4710 | -0.4638 | -0.4592 | -0.4560 | -0.4537 |
| 32 | -0.6187 | -0.5400 | -0.5129 | -0.4999 | -0.4924 | -0.4877 | -0.4844 | -0.4820 |
| 31 | -0.6490 | -0.5700 | -0.5423 | -0.5290 | -0.5213 | -0.5164 | -0.5130 | -0.5105 |
| 30 | -0.6787 | -0.6000 | -0.5719 | -0.5582 | -0.5504 | -0.5454 | -0.5419 | -0.5394 |
| 29 | -0.7077 | -0.6300 | -0.6016 | -0.5878 | -0.5798 | -0.5747 | -0.5712 | -0.5686 |
| 28 | -0.7360 | -0.6600 | -0.6316 | -0.6176 | -0.6095 | -0.6044 | -0.6008 | -0.5982 |
| 27 | -0.7636 | -0.6900 | -0.6617 | -0.6477 | -0.6396 | -0.6344 | -0.6308 | -0.6282 |
| 26 | -0.7904 | -0.7200 | -0.6921 | -0.6781 | -0.6701 | -0.6649 | -0.6613 | -0.6587 |
| 25 | -0.8165 | -0.7500 | -0.7226 | -0.7089 | -0.7009 | -0.6958 | -0.6922 | -0.6896 |
| 24 | -0.8417 | -0.7800 | -0.7535 | -0.7401 | -0.7322 | -0.7271 | -0.7236 | -0.7211 |
| 23 | -0.8662 | -0.8100 | -0.7846 | -0.7716 | -0.7640 | -0.7590 | -0.7556 | -0.7531 |
| 22 | -0.8897 | -0.8400 | -0.8160 | -0.8036 | -0.7962 | -0.7915 | -0.7882 | -0.7858 |
| 21 | -0.9124 | -0.8700 | -0.8478 | -0.8360 | -0.8291 | -0.8245 | -0.8214 | -0.8192 |
| 20 | -0.9342 | -0.9000 | -0.8799 | -0.8690 | -0.8625 | -0.8583 | -0.8554 | -0.8533 |
| 19 | -0.9550 | -0.9300 | -0.9123 | -0.9025 | -0.8966 | -0.8928 | -0.8901 | -0.8882 |
| 18 | -0.9749 | -0.9600 | -0.9452 | -0.9367 | -0.9315 | -0.9281 | -0.9258 | -0.9241 |
| 17 | -0.9939 | -0.9900 | -0.9785 | -0.9715 | -0.9671 | -0.9643 | -0.9624 | -0.9610 |
| 16 | -1.0119 | -1.0200 | -1.0124 | -1.0071 | -1.0037 | -1.0015 | -1.0000 | -0.9990 |
| 15 | -1.0288 | -1.0500 | -1.0467 | -1.0435 | -1.0413 | -1.0399 | -1.0389 | -1.0382 |
| 14 | -1.0448 | -1.0800 | -1.0817 | -1.0808 | -1.0800 | -1.0794 | -1.0791 | -1.0789 |
| 13 | -1.0597 | -1.1100 | -1.1173 | -1.1192 | -1.1199 | -1.1204 | -1.1208 | -1.1212 |
| 12 | -1.0736 | -1.1400 | -1.1537 | -1.1587 | -1.1613 | -1.1630 | -1.1643 | -1.1653 |
| 11 | -1.0864 | -1.1700 | -1.1909 | -1.1995 | -1.2043 | -1.2075 | -1.2098 | -1.2115 |
| 10 | -1.0982 | -1.2000 | -1.2290 | -1.2419 | -1.2492 | -1.2541 | -1.2576 | -1.2602 |
| 9 | -1.1089 | -1.2300 | -1.2683 | -1.2860 | -1.2964 | -1.3032 | -1.3081 | -1.3118 |
| 8 | -1.1184 | -1.2600 | -1.3088 | -1.3323 | -1.3461 | -1.3554 | -1.3620 | -1.3670 |
| 7 | -1.1269 | -1.2900 | -1.3508 | -1.3810 | -1.3991 | -1.4112 | -1.4199 | -1.4265 |
| 6 | -1.1342 | -1.3200 | -1.3946 | -1.4329 | -1.4561 | -1.4717 | -1.4829 | -1.4914 |
| 5 | -1.1405 | -1.3500 | -1.4407 | -1.4887 | -1.5181 | -1.5381 | -1.5525 | -1.5635 |
| 4 | -1.1456 | -1.3800 | -1.4897 | -1.5497 | -1.5871 | -1.6127 | -1.6313 | -1.6454 |
| 3 | -1.1496 | -1.4100 | -1.5427 | -1.6181 | -1.6661 | -1.6993 | -1.7235 | -1.7420 |
| 2 | -1.1524 | -1.4400 | -1.6016 | -1.6982 | -1.7612 | -1.8053 | -1.8379 | -1.8630 |
| 1 | -1.1541 | -1.4700 | -1.6714 | -1.8008 | -1.8888 | -1.9520 | -1.9994 | -2.0362 |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM E178 Standard Practice for Dealing with Outlying Observations

**END OF ITEM C-110**

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# PART C

# DIVISION III

## CONTRACT PROVISIONS FOR OBLIGATED SPONSORS AND AIRPORT IMPROVEMENT PROGRAM PROJECTS

# Division III – Federal Provisions

# Part C - Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects

## C1 ACCESS TO RECORDS AND REPORTS

2 CFR § 200.334

2 CFR § 200.337

FAA Order 5100.38

### ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## C2 AFFIRMATIVE ACTION REQUIREMENT

41 CFR Part 60-4

Executive Order 11246

### NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Timetables**

| | |
|---|---|
| Goals for minority participation for each trade: | 24.6% |
| Goals for female participation in each trade: | 6.9% |

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such

geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is California, Madera County, Madera.

## C3 BREACH OF CONTRACT TERMS

2 CFR Part 200, Appendix II(A)

**BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## C4 BUY AMERICAN PREFERENCE

Title 49 USC § 50101

Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*

**FAA BUY AMERICAN PREFERENCE**

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 2 Waiver (Nonavailability) -** The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

| | |
|---|---|
| Date | Signature |
| Company Name | Title |

## C5 CIVIL RIGHTS - GENERAL

49 USC § 47123

### GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

## C6 CIVIL RIGHTS – TITLE VI ASSURANCE

49 USC § 47123

FAA Order 1400.11

**Title VI Solicitation Notice:**

The City of Madera, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 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, disadvantaged business enterprises 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 (including sexual orientation and gender identity), age, or disability in consideration for an award.

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

**Compliance with Nondiscrimination Requirements:**

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 (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, 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, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
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 will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will 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 to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## C7 CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR Part 200, Appendix II(G)

42 USC § 7401, et seq

33 USC § 1251, et seq

**CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

## C8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

2 CFR Part 200, Appendix II(E)

2 CFR § 5.5(b)

40 USC § 3702

40 USC § 3704

**CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less

than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## C9 COPELAND "ANTI-KICKBACK" ACT

2 CFR Part 200, Appendix II(D)

29 CFR Parts 3 and 5

### COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

## C10 DAVIS-BACON REQUIREMENTS

2 CFR Part 200, Appendix II(D)

29 CFR Part 5

49 USC § 47112(b)

40 USC §§ 3141-3144, 3146, and 3147

**DAVIS-BACON REQUIREMENTS**

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where

a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

## C11 DEBARMENT AND SUSPENSION

2 CFR Part 180 (Subpart B)

2 CFR Part 200, Appendix II(H)

2 CFR Part 1200

DOT Order 4200.5

Executive Orders 12549 and 12689

### CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## C12 DISADVANTAGED BUSINESS ENTERPRISE

49 CFR Part 26

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Madera to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**Contract Assurance (49 CFR § 26.13)**

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

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (49 CFR § 26.29)**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from City of Madera. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor's work is satisfactorily completed. Any delay or

postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Madera. This clause applies to both DBE and non-DBE subcontractors.

**Prompt Payment of Retainage:** From the total of the amount determined to be payable on a partial payment, 5 percent of such total amount will be deducted and retained by the Sponsor for protection of the Sponsor's interests. Unless otherwise instructed by the Sponsor, the amount retained by the Sponsor will be in effect until the final payment is made except as follows:

1) Contractor may request release of retainage on work that has been partially accepted by the Sponsor in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Sponsor for partially accepted work.
2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 7 days after the Contractor has received a partial payment. Contractor must provide the Sponsor evidence of prompt and full payment of retainage held by the prime contractor to the subcontractor within 7 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Sponsor. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Sponsor's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Sponsor may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

***Prompt Payment Enforcement:*** *Failure by the contractor to carry out the prompt payment requirements is a material breach of this contract, which may result in termination of this contract or other remedy as the recipient deems appropriate, which may include but is not limited to:*

1) ***Withholding Payment*** *of the amount of funds due to the subcontractor(s) from the prime contractor's pay request until confirmation of payment is received from the subcontractor or the prime contractor provides proof of payment.*
2) ***Issuing a Stop-Work Order*** *until payments are released to the subcontractor(s), specifying in the contract that such orders constitute unauthorized delays for the purposes of calculating liquidated damages if milestones are not met.*
3) ***Assessing Liquidated Damages*** *against the prime contractor for each day beyond the required time period the prime contractor fails to pay the subcontractor(s).*
4) ***Disqualify the Contractor*** *from future bidding opportunities as non-responsible.*

## C13 DISTRACTED DRIVING

Executive Order 13513

DOT Order 3902.10

### TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

## C14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

### PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

## C15 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

2 CFR Part 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

### EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading,

demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction,

the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female

utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related

activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these

specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## C16 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq

2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## C17 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR Part 200, Appendix II(I)

49 CFR Part 20, Appendix A

### CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned 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 sub-recipients 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.

## C18 PROHIBITION OF SEGREGATED FACILITIES

2 CFR Part 200, Appendix II(C)

41 CFR Part 60-1

### PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

## C19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## C20 PROCUREMENT OF RECOVERED MATERIALS

2 CFR § 200.323

2 CFR Part 200, Appendix II(J)

40 CFR Part 247

42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

### PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

## C21 TAX DELINQUENCY AND FELONY CONVICTIONS

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

**CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

1) The applicant represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is (  ) is not (  ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency**: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## C22 TERMINATION OF CONTRACT

2 CFR Part 200, Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

**TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of

Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

**TERMINATION FOR CAUSE (CONSTRUCTION)**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

## C23 TRADE RESTRICTION CERTIFICATION

49 USC § 50104

49 CFR Part 30

**TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

## C24 VETERAN'S PREFERENCE

49 USC § 47112(c)

### VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## C25 DOMESTIC PREFERENCES FOR PROCUREMENTS

2 CFR § 200.322
2 CFR Part 200, Appendix II(L)

### CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

# PART D

# DIVISION III

# DEPARTMENT OF LABOR WAGE RATE DETERMINATIONS

# PART D
## DEPARTMENT OF LABOR WAGE DETERMINATION

# *DIVISION IV*

# *SPECIAL CONDITIONS*

## DIVISION IV

## SPECIAL CONDITIONS

### (1) LOCATION

The site of the work is at Madera Municipal Airport, Madera, California. Prior to the submission of a bid, each bidder shall visit the site and acquaint themselves with local conditions, including but not limited to roads available, source of materials, water, electric power, and the relation of the finished grade to the existing grade.

### (2) WORK TO BE DONE

The work to be done under this contract consists of furnishing all materials, plant and equipment, and performing all necessary labor for the construction of the work in accordance with the prepared plans, specifications, and special provisions and/or as directed by the City or its authorized representative(s). This work consists of the following:

*Rehabilitate Apron A2 and Hangar Taxilanes* - Removal of the existing asphalt surface course and aggregate base course, recompaction of the existing aggregate base course, and the placement of new asphalt surface course. New airfield markings will be installed. This project is being bid with a Base Bid and two alternates, as shown on the Construction Safety and Phasing Plan, Sheet No. 2 of the Construction Drawings.

### (3) PLANS AND SPECIFICATIONS

The work shall conform to the plans and specifications marked, *Madera Municipal Airport, Rehabilitate Apron A2 and Hangar Taxilanes, AIP No. 3-06-0144-___-2025, IFB 202425-24.*

In case of conflict between the plans, specifications and other contract documents, these documents shall govern in the following order:

| | |
|---|---|
| 1st | Change Order or Supplemental Agreement |
| 2nd | Contract/Agreement |
| 3rd | Addenda to the Plans and Specifications |
| 4th | Bid Proposal |
| 5th | Technical Provisions |
| 6th | Special Conditions |
| 7th | Construction Plans |
| 8th | FAA General Contract Provisions |
| 9th | FAA General Construction Items |
| 10th | FAA Specifications and Advisory Circulars |
| 11th | State Standard Plans and Specifications |

## (4) LAWS TO BE OBSERVED

In addition to the general requirements included in Item 70-01 of the Federal General Provisions, Contractor's attention is directed to, and Contractor shall be responsible for conducting the project in compliance with all laws of the State of California governing the construction of public works, including, without limitation, the following:

a. The California Health and Safety Code and all applicable administrative code regulations adopted pursuant thereto.

b. All laws governing the employment of labor, qualifications for employment of aliens, payment of employees, convict-made materials, domestic and foreign materials, and accident prevention.

c. Title XIX of the California Code of Regulations entitled, "Public Safety," Chapter 1, State Fire Marshal, subchapter 1, "General Fire and Panic Safety".

d. General Industrial Safety Orders. Contractor, and all subcontractors, shall observe and conform to the provisions of Title VIII of the California Code of Regulations relating to safe and proper use, construction, disposal, etc., of materials, machinery, and building appurtenances as therein set forth.

e. Rules and regulations of local utilities.

f. Local City and/or County ordinances.

g. Code rules and safety orders. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal; the National Board of Fire Underwriters; the National Electrical Code; State Industrial Accident Commission's Safety Orders; the safety orders of the Division of Industrial Safety; and Department of Industrial Relations.

h. The Contractor shall conform to the requirements of Section 4216 of the Government Code, as latest amended, relating to subsurface installations.

All of the above laws and regulations are expressly incorporated in this contract and are as much a part of the Contract Documents as if they were incorporated in their entirety in these general provisions.

Nothing in the specifications is to be construed to permit work not conforming to the above, and expense in compliance with the above work shall be borne by the Contractor. Whenever the specifications and working details require higher standards or larger sizes than those required by the ordinances, codes and statutes, the specifications and working details shall take priority over the ordinances, codes and statutes.

The Contractor shall not interpret the enumeration set forth above as being a complete listing of all applicable laws. It is the Contractor's responsibility to keep informed regarding the requirements of all applicable laws and to obey them, and Contractor agrees by execution of the Contract Documents to do so at his/her sole cost, expense, and risk.

All work, materials, work safety procedures and equipment shall be in full accordance with the latest Cal/OSHA rules and regulations.

Contractor warrants that Contractor and each of his/her subcontractors shall, in performance of this contract, comply with each and every compliance order issued pursuant to Cal/OSHA. The Contractor assumes

full and total responsibility for compliance with Cal/OSHA standards by his/her subcontractors as well as by the Contractor. The cost of complying with any compliance order and/or payment of any penalty assessed pursuant to Cal/OSHA shall be borne by the Contractor. Contractor shall save, keep and hold harmless the Owner, and all officers, employees, and agents thereof, from all liabilities, costs, or expenses, in law or in equity, that may at any time arise or be set up because of Contractor's or a subcontractor's non-compliance or alleged non-compliance with Cal/OSHA requirements. Nothing contained herein shall be deemed to prevent the Contractor and his/her subcontractors from otherwise allocating between themselves responsibility for compliance with Cal/OSHA requirements; provided, however, that the Contractor shall not thereby be, in any manner whatsoever, relieved of his/her responsibility to the Owner as hereinabove set forth.

**(5) LAWS AFFECTING PUBLIC WORKS**

Attention to bidders is called to necessity of being familiar with the various Federal, state and local laws affecting public work, especially (but not limited to) those laws relating to hours of employment, minimum wages, payment of wages, sanitary and safety conditions for workers, worker's compensation insurance, type and kind of materials that can be used, non-discrimination in employment and affirmative action programs. Federal monies are to be utilized by Owner for this Project, and Contractor shall comply with applicable regulations and hold harmless the Owner for its failure to comply. Certain of those provisions are set forth herein. The existence of these provisions does not excuse the Contractor from complying with other statutory requirements or provisions which are not set forth in these contract documents.

**(6) LIMITS OF CONSTRUCTION**

The Contractor's personnel and equipment shall be limited to the construction areas shown on the plans and along the adjacent public areas by permission of the Resident Project Representative (RPR). Contractor agrees to implement such security measures as are necessary to assure compliance with Federal Aviation Administration, state, and local airport regulations. Access to runways, taxiways and aircraft parking aprons for any reasons other than construction will not be permitted.

**(7) PROGRESS OF WORK AND TIME OF COMPLETION**

Contract Time: The contract time for the completion of the total project shall be thirty seven (37) working days, consisting of twenty five (25) working days for the Base Bid, six (6) working days for Alternate 1, and six (6) working days for Alternate 2. All work covered by this contract including inspection and approval shall be completed within the working days allowed from the date of written notice by the City to begin work. The counting of working days shall begin the first working day following receipt of Notice to Proceed issued by the Owner, but no later than ten (10) working days after receipt of Notice to Proceed.

Liquidated damages will be charged at the rate of $3,000 per calendar day for each day that the contract time exceeds the total contract time for the project.

Before beginning any work on this project, the Contractor shall prepare and submit for approval a detailed scheduling plan and staging plan showing time and type of work to be performed.

If said Contractor shall be delayed in said work by the acts or neglect of said Owner, or its employees, or those under it by contract or otherwise, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner agrees to in writing.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

**(8) CLOSURES OF RUNWAY, TAXIWAYS, AND APRONS**

Portions of Taxiway P, Apron A2 and Hangar Taxilanes will be closed at various times during the construction of this project as shown on Sheet No. 2, Construction Safety and Phasing Plan. All other areas of the airport will be open for aircraft operations. The staging of the project showing facilities to be closed during each stage is as follows:

| Stage | Contractor's Work | Contractor's Work Area | Facility Closure |
|---|---|---|---|
| Base Bid | Rehabilitate Apron A2 and Taxilane | Apron A2 and Taxilane | Apron A2 and Taxilane. Periodic Daytime Closures of Taxiway P with 48 hours' Notice. |
| Alternate 1 | Rehabilitate Apron A2 | Apron A2 | Apron A2 |
| Alternate 2 | Rehabilitate Apron A2 | Apron A2 | Apron A2. Periodic Daytime Closures of Taxiway P with 48 hours' Notice. |

There will be no need for the Contractor to cross an active runway during the construction of this project.

Work Area 2 is the portion of the Base Bid and Alternate 2 located within the Taxiway P Object Free Area (TOFA), which extends to 62 feet from the taxiway centerline. Work Area 1 includes all other portions of the project designated to be rehabilitated.

When construction activity is scheduled to occur within the TOFA of Taxiway P, Contractor shall submit a detailed schedule a minimum of one week in advance of such activity and verify closure of the taxiway 48 hours prior to placing barricades. Contractor shall furnish, install, and maintain barricades to close that portion of the taxiway in which the Contractor is working.

Barricades shall be placed closing Taxiway C and the portion of Taxiway P adjacent to Work Area 2 while personnel or equipment are operating within that area. Daytime closure of Taxiways C and P shall be limited to a total of 10 days. Work may occur concurrently in Work Areas 1 and 2.

Construction shall be limited to no closer than 75 feet from the active runway centerline and 39.5 feet from the active taxiway centerline. The Runway Safety Area beyond the runway threshold will be maintained at 300 feet.

During the construction of this project and where noted, Contractor shall provide a qualified flagger to monitor airport frequency 122.8 MHZ and control Contractor's personnel and equipment anytime Contractor is crossing Taxiway P. Contractor's qualified flagger shall complete training course provided by the Airport and will be approved by the Airport. Contractor shall provide all necessary radios to monitor airport frequency 122.8.

There are vehicle and aircraft restrictions to the hangars in the project areas as shown on the Construction Safety and Phasing Plan and as follows:

Hangar Area Restrictions:

Hangar 1 – No vehicle or aircraft access to north side of hangar.
Hangar 2 – No vehicle, pedestrian, or aircraft access to hangar.
Hangar 3 – Access by vehicle, pedestrian, or aircraft tow limited to before 7:00 a.m. and after 5:00 p.m. on designated route.
Hangar 4 – Access by vehicle, pedestrian, or aircraft tow limited to before 7:00 a.m. and after 5:00 p.m. on designated route.
Hangar 5 – Vehicle access to hangar limited to using Gate G4.
Hangar 6 – No vehicle or aircraft access to south side of hangar. Use Gate G4.
Hangar 7 – No vehicle or aircraft access to south side of hangar. Use Gate G4. Fuel truck access limited to designated route shown on Exhibit 1.
Hangar 8 – Aircraft access by towing limited to maximum of 5 times per day during hours of 7:00 a.m. to 5:00 p.m. Hangar owner will provide minimum one (1) vehicle flagger and one (1) wing walker during tow.

No vehicle or aircraft access to Hangars 2-4 and 6-8 for two weeks during final AC removal, AB preparation, prime coat, and new AC paving. Toe access route to Hangars 3 and 4 dependent on award of Alternate 1. Route shown is for Base Bid only. Hangar 5 will continue to have aircraft access.

Where noted Airport will provide a qualified flagger to monitor airport frequency 122.8 MHZ and control Contractor's personnel and equipment.

Contractor shall have on site a vacuum sweeper to keep clean all haul roads on existing airfield pavements.

Lighted barricades and road signage shall be erected at the locations as shown on the Construction Safety and Phasing Plan, Sheet No. 2, and as directed by the RPR. Contractor shall at all times maintain automobile access to the airport. All barricades shall be placed 20 feet back from the edge of an active runway, taxiway, or apron.

The contractor shall provide suitable lighted barricades to assure closure of portions of the Airport as shown on the plans or as directed by the RPR. The barricades shall be suitably lighted barricades to assure closure of portions of the Airport as shown on the plans or as directed by the RPR unless otherwise shown. These barricades shall be 10" high. These barricades shall be spaced not more than four (4) feet apart and shall be weighted so that they will not be overturned by wind blast. The lights shall be flashing red and have at least five (5) candelas effective intensity for night marking. The barricades shall be painted alternate orange and white diagonal striping. The Contractor shall maintain these lighted barricades in good operating condition. Payment for the furnishing, maintaining, operating, and placing of lighted barricades or temporary markings will be made under Item C-106 of these specifications.

In areas of closure, some road signs shall be placed as shown on the plans and specified in Item C-106 of these specifications.

It shall be the Contractor's responsibility to require all personnel to observe the safety requirements of the Airport to restrict all personnel and equipment to the work and storage areas assigned to the Contractor.

## (9) CONSTRUCTION SCHEDULE

The sequence of construction shall be as shown on the plans or as directed by the RPR. The Contractor shall develop a schedule of operations in graphic form. This schedule shall show the proposed construction schedule for various items and phases of work and shall also provide space to show the current status of the work. This schedule shall show both calendar and working days on the construction time line.

The Contractor shall submit the schedule for approval. No work shall be started until the construction schedule has been approved.

The Contractor shall maintain a copy of this schedule on the project site. A two-week look-ahead schedule shall be updated and submitted to the RPR for approval weekly at the weekly construction meeting.

## (10) WATERING.

Water, when required, shall be applied at the locations, in the amounts, and during the hours, including nights, as directed by the RPR. Water for purposes of this contract shall be furnished by the Contractor. Conveyance of water to the points of usage shall be the Contractor's responsibility. Contractor shall supply necessary hoses to supply his requirements. The equipment used for watering shall be of ample capacity and of such design as to assure uniform application of water in the amounts directed by the RPR.

The contractor shall obtain all permits and pay all fees as required for the development of the water supply.

Water is available from the City fire hydrant. If water is obtained from the City, the Contractor must obtain and install a water meter and pay a monthly charge and deposit for the water. The use requirements are as follows:

1. Only one particular fire hydrant will be designated by the Department of Public Works for use by construction contractors.

2. Only approved fire hydrant wrenches may be used on any City of Madera hydrant.

3. Cap must be replaced on hydrant to protect threads between each load.

4. Open and close hydrant valve slowly to prevent water hammer damage to water mains and laterals.

5. An approved external air gap separating the supply line from the water tank must be permanently mounted on the water tank. An approved and certified back flow prevention device may be used if water tank does not contain an approved air gap.

6. Shut-off valve must be used and approved by the City if more than ten loads of water are to be utilized per day.

No separate payment shall be made for watering, but it shall be considered as a subsidiary obligation of the Contractor covered under the respective items of work.

## (11) HAULING ROUTES ON AIRPORT PROPERTY

In order to avoid confusion with vehicles during the construction and to avoid damage to the existing pavement and to the adjacent lands, the Contractor's equipment shall be restricted to certain hauling routes as shown on the plans. Certain haul roads are on the secure portion of the airfield. These haul roads will only be open to the Contractor during the normal work hours. The roads that are outside of the airport secure area will be open to the Contractor at all times. Portions of the road referred to in this paragraph may consist of unimproved ground. If the Contractor should find that it is desirable to improve this road, he may do so but will receive no payment for any improvements that he may make. At certain areas this road may cross existing roads. It shall be the responsibility of the Contractor to provide adequate safeguards, including flaggers, so that the operation of the Airport or public travel will not be hindered. In addition, it shall be the responsibility of the Contractor to repair any damage caused by his equipment to these paved areas. Vehicle loads shall not exceed legal highway load limits.

Access to the construction site will be off Airport Drive as shown on the CSPP drawing. The Contractor shall obtain all necessary permits to enter the work areas from these roads; shall provide the necessary signs, marking and flaggers to protect the public in these areas. The Contractor shall grade, maintain and control dust on these haul roads during use.

At the completion of the work, all haul roads in unpaved areas shall be restored to the conditions existing prior to the start of the work.

## (12) CONTRACTOR'S STORAGE AND STAGING AREA

The proposed location has been shown on the plans for the Contractor's Storage and Staging Area. Contractor shall coordinate with the RPR and Airport Manager for control access to the designated Contractor’s entrance gate for the Storage and Staging Area.

It shall be the responsibility of the Contractor to determine the availability of water, power, gas, and electricity for this area. He shall make all necessary arrangements to provide these services to meet his requirements and shall pay the specified utility company for such services.

Stockpiles shall be limited to a height of three (3) feet and shall be clearly marked and lighted during hours of restricted visibility or darkness.

The Contractor shall supply and maintain at his expense such toilet and other sanitary facilities as are necessary for his personnel in this area. Such facilities shall conform to the requirements of the City of Madera Health Department.

At completion of the contract, the Contractor shall remove all plant, equipment, stockpiles, etc., from the work area. Contractor shall restore all work areas and haul roads to the original condition prior to any work in the area. Contractor shall not receive any separate payment for any of this restoration or clean up.

## (13) MARKING OF CONSTRUCTION EQUIPMENT

All construction equipment shall display orange and white checkered flags, 3'x3'. These flags shall be so located on the equipment as to be plainly visible to all aircraft. No equipment shall be parked on or over the paved area of the airfield or within the runway protection zone. Parking areas for equipment will be designated by the RPR. During any night work all equipment shall use flashing amber lights located in clearly visible locations.

## (14) AIRCRAFT RIGHT OF WAY AND ACCESS

Aircraft shall at all times have the right of way. Aircraft shall have access to all airport facilities at all times during the construction of this project, except the areas of closure as noted in Article (8) of these Special Conditions. All aircraft shall at all times be protected from all equipment, materials, and dust. Contractor will be required to initiate effective dust control measures as needed at no additional cost to Owner.

## (15) PROTECTION OF CABLES, CONTROLS, NAVAIDS AND WEATHER BUREAU FACILITIES

Due to the critical nature of certain utilities to the operation of the Airport, the following Special Provisions for Protection of Cables, Controls, and Navaids shall apply:

The Contractor is hereby informed that there are installed on the Airport certain structural facilities served by underground cable and other electric power cables serving other facilities. Such facilities and electric cables must be fully protected during the entire construction time. Work under this contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time. Approval is subject to withdrawal at any time because of changes in weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, and for any other reason determined by the RPR acting under the orders and instructions of the airport management. Any instructions to the Contractor to clear any given area, at any time, by the RPR or Airport Management (by radio or other means) shall be immediately executed. Construction work shall be commenced in the cleared area only when additional instructions are issued by the proper authorities.

Power and control cables leading to and from any facilities will be marked in the field by the RPR for the information of the Contractor before any work in their general vicinity is started. Thereafter, through the entire time of this construction, they shall be protected from any possible damage, including crossing with unauthorized equipment, etc.

Not less than two full working days prior to performing any excavation, the Contractor shall notify Underground Service Alert (USA) by calling 811. The location of the subsurface installations shall be in accordance with Section 4216 of the Government Code, as latest amended. No excavation shall be performed until the subsurface installations have been located, hand excavated and identified. These special provisions intend to make perfectly clear the need for protection of cables and other electrical facilities by this Contractor at all times.

The Contractor shall immediately repair, with identical material by skilled workmen, any underground cables serving airport facilities which are damaged by his workmen, equipment, or work. Prior approval of the RPR or of the representative designated by Airport Management must be obtained for the materials, workmen, time of day or night, and for the method of repairs for any temporary or permanent repairs the Contractor proposes to make to any airport facilities and cables damaged by this Contractor.

It is recognized that the Owner will incur costs for employees' salaries, engineering fees and otherwise in connection with the damage, inspection and repair of any such damage caused by the Contractor; and consequently that the Owner may incur loss of income by reason of the diversion of aircraft traffic from the airport resulting from interruption of the use of airport facilities; and that such expenses and loss of income are not measurable now and may not be reasonably ascertainable at the time of any incident caused by the Contractor. The Owner and the Contractor hereby agree to the assessment of liquidated damages in lieu of such expenses or other damages incurred by the Owner. In addition to the obligation of the Contractor to immediately repair any cables or facilities damaged by the Contractor as set forth above, the sum of $300 shall be deducted from any money due the Contractor; or if no money is due the Contractor, the Owner shall have

the right to recover said sum or sums from the Contractor, from the surety, or from both. The amount of these deductions is not considered a penalty.

**(16) AIRPORT SECURITY**

During the course of the contract, the Contractor shall be responsible for maintaining security against unauthorized access to the Airport. The Contractor will be held responsible for any fines, damages, or civil penalties filed against the Owner for the Contractor's failure to maintain the regulations set forth herein.

In accordance with the requirements of the Federal Aviation Administration as set forth in FAR 107.11(F), the Contractor shall take all steps necessary to assure Owner that the backgrounds of all employees have been checked to the extent necessary to assure that permitting them unescorted access to any area on the airport controlled for security reasons is appropriate. This background check, to the extent allowable by law, shall include at a minimum references and prior employment histories to the extent necessary to verify representations made by the employee relating to employment in the preceding 5 years.

All equipment, vehicle and personnel travel shall be restricted to designated work sites.

Only vehicles used for construction purposes shall enter the work boundaries. Contractor personnel may, however, be allowed to park their personal vehicles within a designated staging area. All vehicles shall have identifying markings on them which show that they are authorized on the Airport. All personnel working on the airport shall wear identification such as badges or hard hats with contractor's logo to show that they are authorized on the airport.

All security measures must be coordinated with Airport Management and the RPR and must be approved prior to implementation.

Only Contractor and subcontractor employees are permitted in the work sites. They must enter and exit the airport areas restricted to public access and airport operations area only through the designated Contractor gates. Contractor shall control these gates such that unauthorized vehicles are not allowed access to the Airport.

The gates used by the Contractor will be the gates located as shown on the Construction Safety and Phasing Plan (CSPP) and will be kept locked except for entrance of approved personnel and equipment or will be manned by Contractor-furnished trained flaggers to control entrance to the airport. All gates used by the Contractor shall remain closed at all times except when authorized equipment is actually entering the airport. Contractor shall provide a flagger, trained for the airport and place the flagger at the open gate to keep unauthorized personnel and wildlife from entering the airport. The fence, designated Contractor gates, and secure areas on the airport are shown on the CSPP Drawing. Contractor will post a sign reading "Contractor's Work Entrance Only." Contractor will be responsible for security of the entrance during Contractor's working hours.

Contractor shall maintain access to the airport through one of the gates at all times. Contractor shall install "Airport Access" signage to direct traffic to the gate in use.

In the event of an emergency, personnel and equipment shall be moved immediately at the direction of Airport Management or the RPR.

**(17) AVIATION SAFETY REQUIREMENTS DURING CONSTRUCTION (AC 150/5370-2G) -** An Airport Construction Safety and Phasing Plan (CSPP) has been prepared to outline all safety issues related to the proposed construction. This CSPP is included in these specifications as Appendix A.

The Contractor will be required to submit all reports designated in the CSPP and implement all safety measures set forth in this plan.

A. **SAFETY PLAN COMPLIANCE DOCUMENT** – Prior to issuance of Notice to Proceed by the Owner, the Contractor shall complete a Safety Plan Compliance Document (SPCD) detailing how he/she will comply with the Construction Safety and Phasing Plan (CSPP). The SPCD should include a general statement by the construction contractor that he/she has read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement should include the name of the contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, "I , Name of Contractor, have read the Title of Project CSPP, approved on Date , and will abide by it as written and with the following additions as noted:"). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information is necessary for any specific subject, the statement, "No supplemental information," should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP.

   This SPCD shall be submitted to the Owner for approval prior to start of construction and shall include the following:

   **(1)** **Coordination.** Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors.

   **(2)** **Phasing.** Discuss proposed construction schedule elements, including:

      (a) Duration of each phase.

      (b) Daily start and finish of construction, including "night only" construction.

      (c) Duration of construction activities during:

         i. Normal runway operations.

         ii. Closed runway operations

         iii. Modified runway "Aircraft Reference Code" usage.

   **(3)** **Areas and operations affected by the construction activity.** These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.

   **(4)** **Protection of NAVAIDs.** Discuss specific methods proposed to protect operating NAVAIDs.

   **(5)** **Contractor access.** Provide the following:

      (a) Details on how the contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).

      (b) Listing of individuals requiring driver training (for certificated airports and as requested).

      (c) Radio communications.

i. Types of radios and backup capabilities.

ii. Who will be monitoring radios.

iii. Whom to contact if the ATCT cannot reach the contractor's designated person by radio.

(d) Details on how the contractor will escort material delivery vehicles.

**(6) Wildlife management.** Discuss the following:

(a) Methods and procedures to prevent wildlife attraction.

(b) Wildlife reporting procedures.

**(7) Foreign Object Debris (FOD) management.** Discuss equipment and methods for control of FOD, including construction debris and dust.

**(8) Hazardous material (HAZMAT) management.** Discuss equipment and methods for responding to hazardous spills.

**(9) Notification of construction activities.** Provide the following:

(a) Contractor points of contact.

(b) Contractor emergency contact.

(c) Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting 7460-1 forms not previously submitted by the airport operator.

(d) Batch plant details, including 7460-1 submittal, if applicable.

**(10) Inspection requirements.** Discuss daily (or more frequent) inspections and special inspection procedures.

**(11) Underground utilities.** Discuss proposed methods of identifying and protecting underground utilities.

**(12) Penalties.** Penalties are identified in the CSPP and do not require an entry in the SPCD.

**(13) Special conditions.** Discuss proposed actions for each special condition identified in the CSPP.

**(14) Runway and taxiway visual aids.** Including marking, lighting, signs, and visual NAVAIDs. Discuss proposed visual aids including the following:

(a) Equipment and methods for covering signage and airfield lights.

(b) Equipment and methods for temporary closure markings (paint, fabric, other).

(c) Types of temporary Visual Guidance Slope Indicators (VGSI).

**(15) Marking and signs for access routes**. Discuss proposed methods of demarcating access routes for vehicle drivers.

**(16) Hazard marking and lighting**. Discuss proposed equipment and methods for identifying excavation areas.

**(17) Protection of runway and taxiway safety areas. including object free areas, obstacle free zones, and approach/departure surfaces**. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:

(a) Equipment and methods for maintaining Runway and Taxiway Safety Area standards.

(b) Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.

**(18)** Other limitations on construction should be identified in the CSPP and should not require an entry in the SPCD.

## B. GENERAL SAFETY REQUIREMENTS

Throughout the construction project, the following safety and operational practices should be observed:

- Operational safety should be a standing agenda item during progress meetings throughout the construction project.
- The Contractor and airport operator shall perform onsite inspections throughout the project, with immediate remedy of any deficiencies, whether caused by negligence, oversight, or project scope change.
- Airport aprons and taxiways remain in use by aircraft to the maximum extent possible.
- Aircraft use of areas near the Contractor's work will be controlled to minimize disturbance to the Contractor's operation.
- Contractor, sub-contractor, and supplier employees or any other unauthorized persons must be restricted from entering or remaining in airport area that would be hazardous.
- Construction that is within the safety area of an active runway, taxiway or apron that is performed under normal operational conditions must be performed when the runway, taxiway or apron is closed or restricted and initiated only with prior permission from the airport operator.
- The contracting officer, airport operator, or other designated airport representative may order the Contractor to suspend operations; move personnel, equipment, and materials to a safe location; and stand by until aircraft use is completed.

## C. CONSTRUCTION MAINTENANCE AND FACILITIES MAINTENANCE

Before beginning any construction activity, the contractor must, through the airport operator, give notice (using the Notice to Airmen (NOTAM) System) of proposed location, time, and date of commencement of construction. Upon completion of work and return of all such areas to standard conditions, the contractor must, through the airport operator, verify the cancellation of all notices issued via the NOTAM System. Throughout the duration of the construction project, the contractor must:

- Be aware of and understand the safety problems and hazards described in AC 150/5370-2F, *Operational Safety on Airports During Construction*.
- Conduct activities so as not to violate any safety standards contained in AC 150/5370-2 or any of the references therein.

- Inspect all construction and storage areas as often as necessary to be aware of conditions.
- Promptly take all actions necessary to prevent or remedy any unsafe or potentially unsafe conditions as soon as they are discovered.

## D. APPROACH CLEARANCE TO RUNWAYS

Runway thresholds must provide an unobstructed 20:1 approach surface ratio over equipment and materials.

## E. RUNWAY AND TAXIWAY SAFETY AREA (RSA and TSA)

A runway must be closed/partially closed if construction activity will occur within the RSA. Construction activity within the TSA/obstacle-free zone is permissible when the taxiway is open to aircraft traffic if adequate wingtip clearance exists between the aircraft and equipment/material; excavations, trenches, or other conditions are conspicuously marked and lighted; and local NOTAMs are in effect for the activity.

### (1) Procedures for protecting runway edges

- Limit construction to no closer than 150 feet from the runway centerline, unless the runway is closed or restricted to aircraft operations requiring lesser standard RSA that is equal to the RSA available during the construction.
- Prevent personnel, material, and/or equipment from penetrating OFZ.
- Coordinate construction activity with the Airport Management, FAA Regional Airports Office, or Airports District Office and through the airport operator issue an appropriate NOTAM.
- Runway 12-30 has a Runway Design Group (RDG) of B II and the runway safety area extends 150 feet each side of centerline. No work shall be performed in the RSA when the surfaces are open for aircraft operations.

### (2) Procedures for Protecting Runway Ends

- Maintain the RSA from the runway threshold to a point at least the distance from the runway threshold as existed before construction activity, unless the runway is closed or restricted to aircraft operations requiring an RSA that is equal to the RSA length available during construction. This may involve the use of declared distances and partial runway closures.
- Ensure all personnel, materials, and/or equipment are clear of the applicable threshold siting criteria surface as defined in Article 303, "Runway End Siting Requirements," of AC 150/5300-13A.
- Prevent personnel, material and/or equipment, from penetrating the Object Free Zone (OFZ).
- Ensure adequate distance for blast protection is provided, as needed.
- Coordinate construction activity with the Airport Management, FAA Regional Division Office, and, through the airport operator, issue an appropriate NOTAM.
- The safety areas beyond the thresholds to Runway 12 and Runway 30 are as follows:

| Runway End Number | Airplane Design Group | Aircraft Approach Category | Minimum Safety Area Behind Threshold | Minimum Unobstructed Approach Slope |
|---|---|---|---|---|
| 12 | II | B | 300 ft. | 20:1 |
| 30 | II | B | 300 ft. | 20:1 |

## F. CLOSED RUNWAY MARKINGS AND LIGHTING

Closed runway marking is not required during the construction of this project.

## G. HAZARDOUS AREA MARKING AND LIGHTING

Hazardous areas on the movement area will be marked with barricades as shown on the plans. The markings restrict access and make hazards obvious to aircraft, personnel, and vehicles. During periods of low visibility and at night, identify hazardous areas with red flashing lights having at least five (5) candelas effective intensity for night marking. The hazardous area marking and lighting will be supplied by the airport, and are depicted on the plans. There will be no separate payment for hazardous area marking and lighting.

## H. VEHICLE OPERATION MARKING AND CONTROL

(1) When any vehicle, other than one that has prior approval from the airport operator, must travel over any portion of an aircraft movement area, it shall be escorted and properly identified. To operate in those areas during daylight hours, the vehicle must have a flag or beacon attached to it. Any vehicle operating on the movement areas during hours of darkness or reduced visibility should be equipped with a flashing dome type light, the color of which is in accordance with local or state codes.

(2) It may be desirable to clearly identify the vehicles for control purposes by either assigned initials or numbers that are prominently displayed on each side of the vehicle. The identification symbols should be a minimum 8-inch, block-type characters of a contrasting color, and easy to read. They may be applied either by using tape or a water-soluble paint to facilitate removal. Magnetic signs are also acceptable. In addition, all vehicles must display identification media as specified in the approved security plan.

(3) Employee parking shall be as shown on the Construction Layout and Safety Plan and designated by the RPR.

(4) Access to the job site shall be as shown on the Construction Layout and Safety Plan and as designated by the RPR.

## I. NAVIGATIONAL AIDS

The Contractor must not conduct any construction activity within navigational aids' restricted areas without prior approval from the local FAA Airway Facilities sector representative. Navigational aids include instrument landing system components and very high-frequency omnidirectional range, airport surveillance radar. Such restricted areas are depicted on construction plans.

J. **LIMITATIONS ON CONSTRUCTION**

Additional limitations on construction shall include:

(1) Prohibit open-flame welding or torch cutting operations unless adequate fire safety precautions are provided and these operations have been authorized by the RPR.

(2) Prominently mark open trenches, excavations, and stockpiled materials at the construction site with alternating orange and white flags and light these obstacles during hours of restricted visibility and darkness.

(3) Marking and lighting of closed, deceptive, and hazardous areas on airports, as appropriate.

(4) Constrain stockpiled material to prevent its movement as a result of the maximum anticipated aircraft blast and forecast wind conditions.

K. **RADIO COMMUNICATIONS**

Vehicular traffic located in or crossing an active movement area must have a working two-way radio in contact with the Airport Manager or be escorted by a flag person. The driver, through personal observation, should confirm that no aircraft is approaching the vehicle position. Construction personnel may operate in a movement area without two-way radio communication provided a NOTAM is issued closing the area and that the area is properly marked to prevent incursions. Two-way radio communications are required on Unicom Frequency 122.800 MH between contractors and the Airport Manager. Continuous monitoring is required.

L. **DEBRIS**

Waste and loose material must not be placed in active movement areas. Materials tracked onto these areas must be removed continuously during the work project.

## (18) SUBMITTALS AND/OR SHOP DRAWINGS

a) The specifications indicate the desired equipment and materials as to type and quality. Wherever proprietary names are listed in these specifications, it shall be interpreted that the words "or approved equal" follow, unless otherwise specified. The words "or approved equal" shall be interpreted as meaning equal in every respect as determined by the RPR.

b) Prior to or at the Preconstruction Conference, the Contractor shall submit to the RPR for approval a complete list of all equipment and materials intended to be used on the job. The list shall include the following information for each item.

Name of Item
FAA Specifications Number (If Any)
Manufacturer's Name
Manufacturer's Catalog Number
Size, Type and Rating

c) Prior to or at the Preconstruction Conference the Contractor shall submit to the RPR for approval the following:

Construction Schedule
Safety Plan Compliance Document
Storm Water Pollution Prevention Plan (SWPPP)

The Quality Control Program shall be submitted 10 calendar days before the Quality Control (QC)/Quality Assurance (QA) workshop, as described in Item C-100 of these specifications.

Construction on this project cannot begin until these submittals have been reviewed and approved.

d) Prior to or at the Preconstruction Conference, the Contractor shall submit to the RPR for approval a Schedule of Values for all Lump Sum items included in the contract. This schedule shall include the item, description, total contract amount, and scheduled payment amounts. The schedule shall be made out in such form as the Airport, RPR, and Contractor may agree upon and be supported by evidence as to its correctness. This schedule, when approved by the Airport and the RPR, will be used as the basis for making progress payments on all lump sum items, except for those that that have a payment schedule stipulated in their respective specification sections. The Contractor shall take note of the schedules of partial payments that are included in Item C-103, Storm Water Pollution Prevention Plan, Item C-105, Mobilization, and C-106, Marking and Lighting of Closed Airport Facilities.

e) Within five (5) calendar days after RPR's approval of the equipment and materials list, the Contractor shall submit to the RPR for written approval copies of all shop drawings and all equipment and materials submittals. The shop drawings and equipment/materials submittals shall be complete showing all details.

f) The Contractor shall review and sign all shop drawings prior to submitting same for RPR's approval. All shop drawings received without the Contractor's signature will be subject to return without review or comment.

It shall be the responsibility of the Contractor to specifically point out any variation or discrepancy between the shop drawings or manufacturers' instructions he submits and the Contract Documents. Failure by the Contractor to identify in his letter of transmittal any variation, discrepancy, or conflict with the contract drawings may result in the shop drawing or submittal being returned to the Contractor for resubmittal.

g) The shop drawings shall show completely the work to be done, but approval by the RPR shall not be construed as waiving any of the requirements of the contract and particularly shall not be construed as relieving the Contractor of full responsibility for fitting his equipment in the spaces provided; or from responsibility to fulfill the contract at no extra cost to the Owner, within the completion time.

h) The Contractor shall submit electronic copies of all shop drawings and equipment and materials submittals. Fax submittals will only be acceptable as preliminary submittals and are to be followed up with hard copies. Email submittals will be acceptable provided they are legible.

**(19) SUBMITTAL AND SHOP DRAWING APPROVALS.**

The RPR will review all submittals and shop drawings and return them to the Contractor. If the Contractor's submittal or shop drawings are incomplete or the product submitted does not meet specification requirements, the RPR will reject the submittal or shop drawing and the Contractor will be required to resubmit. Resubmittals shall address all comments from the RPR. Partial resubmittals may be returned without action. The review of the first submittal and one resubmittal on any item will be made by the RPR at no cost to the

Contractor. The Contractor will be charged for and shall reimburse the Owner for the RPR's costs of reviewing the second and each subsequent resubmittal. The RPR's costs will be charged to the Owner and deducted from the Contractor's progress payments.

## (20) VIDEOTAPING

A minimum of one (1) week prior to start of construction, the Contractor shall have video taken where construction is to take place. Such video records/documentation shall be provided to the RPR before construction commences. These videos shall be narrated and shall serve as a record of existing conditions for disputes arising from restoration, and should therefore be taken along the line of construction and site access and staging areas at sufficient detail and in color as necessary to clearly depict details of existing conditions. All videos shall be indexed and catalogued in such a manner that each photographed area is readily identifiable, and shall also indicate the date and time (hour, minutes, and seconds) on which the video was made. The Contractor shall also have video taken of any unusual conditions encountered during construction that are not already a matter of photographic record. In any areas where existing conditions cannot be determined by means of video, the area shall be restored as approved by the RPR at Contractor's expense. All video shall become the property of the Owner.

No separate payment will be made for video documentation.

## (21) QUALITY CONTROL PROGRAM

The Contractor is responsible for all Quality Control (QC) during the construction of this project, including testing and inspection. The Owner is responsible for Quality Assurance (QA) to confirm that all work has been performed in accordance with the plans and specifications. A Construction Management Plan has been prepared and is included in Appendix D of these specifications. This plan outlines how this project will be managed during construction and includes construction management personnel and resumes, inspection procedures and frequencies, submittal process, quality control testing, quality assurance testing, and test result documentation. The plan and Section C-100 of the F.A.A. General Construction Items shall be used as a guide to the Contractor in preparing Contractor's Quality Control Program for this project.

The Contractor shall present his/her Quality Control Program to the RPR for review and approval. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been approved by the RPR.

For each item of work, the Contractor shall maintain a summary report of all testing and inspection results. This summary report shall tabulate the daily test results for each item of work. The summary reports shall be updated daily and formally submitted to the RPR as requested, but not less than once per week. If these summary reports are not received by the RPR by Monday morning of each week during construction, the work will be shut down and Contractor shall not be allowed to proceed with the work until the reports have been submitted.

Simultaneously with the contractor's request for final payment, the contractor shall submit electronic sets of Quality Control Reports consisting of summaries of all testing and inspections conducted during the construction of the project. All test results shall be included in a typed summary table to be approved by the RPR.

## (22) CONTRACTOR'S AS-BUILT DRAWINGS

Contractor shall be provided one extra set of working plans and specifications; which Contractor shall keep at the site at all times. The following information shall be inserted and dimensioned on said drawings and

specifications, in RED by the Contractor: The exact location of all installations in their finished condition, including all electrical installations; all changes in construction, materials and installed equipment; adequate dimensional data, both horizontal and vertical, to allow location of covered installations; the identification of changes authorized by change order, and the number of that change order. This set of working plans shall be reviewed with the RPR once a month during review of work accomplished to date for use in preparation of the monthly progress payment. Upon completion of the work, said drawings and specifications shall be returned to the Owner prior to the final payment.

Drawings shall be subject to the inspection of the RPR at all times and shall be kept current weekly with all work instructions, change orders, and construction adjustments shown thereon and initialed by the Inspector.

Progress payments or portions thereof may be withheld if drawings are not maintained as stated above. At the final inspection, the contractor shall submit record drawings to the RPR for review and comment. The work will not be formally accepted until the record drawings are accepted by the RPR.

Prior to release of retainage by the Owner, the Contractor shall deliver to the RPR the Contractor's set of marked -up drawings as identified above for the RPR's use in preparing the project record drawings.

## (23) OPERATION AND MAINTENANCE MANUALS

Not applicable

## (24) ANTI-TRUST ASSIGNMENT

By execution of the Contract Documents, or any subcontract awarded by the Contractor, the Contractor or any subcontractor offers and agrees to assign and hereby does assign to the City all rights, title, and interest in and to all causes of action such Contractor or subcontractor may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code, commencing with Section 16700), arising from purchases of goods, services, or materials pursuant to this public works contract or subcontract. This assignment shall be made and shall become effective upon execution of the contract.

## (25) CONTRACTOR NOT AGENT, NOR EMPLOYEE

Neither the Contractor nor any subcontractor, or any officer, agent, or employee of either, is, nor shall they represent themselves to be, an officer, agent, or employee of the City for any purpose whatsoever.

No person employed by the Contractor, or by any subcontractors, is, nor shall they be construed to be, in any manner or for any purpose whatsoever, employees of the City.

## (26) CONTRACTOR'S GUARANTEE

The Owner shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to any building, work or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly guarantees the first-class quality of all workmanship and of all materials, apparatus and equipment used or installed by him or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor shall conform with the Plans and Specifications or any written authorized deviation therefrom. In case of any defect in work, materials, apparatus or equipment, whether latent or patent, revealed to Owner within one (1) year of the date of

acceptance of completion of this Contract by the Owner, the Contractor shall forthwith remedy such defect or defects without cost to the Owner.

**(27) EXISTING CONDITIONS.**

Test borings and tests pits have been excavated throughout the site and the results of these tests are available for inspection. These borings show the conditions prior to the start of any construction on the Airport property. The Owner assumes no responsibility for the accuracy of the data presented. The Contractor shall be responsible for obtaining and verifying any and all soils and subsoil data required to prepare his/her bid.

The Contractor shall be fully responsible for handling any water or water-related problems that may arise during the construction of this project without additional compensation over and above that provided for in the unit prices bid.

**(28) COORDINATION MEETING**

In order to coordinate the work, a weekly meeting will be held in the Airport Manager's Office, Madera Municipal Airport.

The time of this meeting will be determined at a time convenient to the Owner, RPR and Contractor. The Contractor's superintendent must attend these meetings.

At this weekly meeting the Contractor shall submit in writing an updated progress report for the total work and a schedule defining the work for the following week. Except for emergencies or unforeseen circumstances, this schedule shall be followed.

**(29) TESTING AND ACCEPTANCE OF MATERIALS**

All materials in which quality of the product such as gradation, Atterberg Limits, sand equivalent, CBR, etc., is specified, shall meet those specifications when in the final as-compacted condition and not the condition at the stockpile or source of supply. Any deviation from these requirements shall be corrected by removal and replacement with materials that conform to the specifications. When the materials removed are screened and/or blended and reincorporated in the work, the materials as placed shall meet all specification requirements. It shall be the Contractor's responsibility to coordinate his materials, production and construction procedures so that the final compacted product is acceptable.

**(30) DETERMINATION OF IN-PLACE DENSITY**

Where the determination of in-place dry density for soil or aggregate materials is required, the Owner may determine the in-place density by the use of Nuclear Testing equipment or sand volume equipment. This testing for in-place density shall conform to ASTM Designation D 1556, "Test for Density of Soil In Place by the Sand Cone Method" or ASTM D 6938, "In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)," using Procedure A, the direct transmission method, and ASTM D 6938 shall be used to determine the moisture content of the material.

In case of dispute in determination of the in-place dry density, the dry density as determined in accordance with ASTM Designation D 1556, "Test for Density of Soil In Place by the Sand Cone Method," shall govern.

**** END OF SECTION ****

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# *DIVISION V*

# *TECHNICAL PROVISIONS*

## Item P-152 Excavation, Subgrade, and Embankment

### DESCRIPTION

**152-1.1** This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

**152-1.2 Classification.** All material excavated shall be classified as defined below:

**Muck excavation**. Muck excavation shall consist of the removal and disposal of deposits or mixtures of soils and organic matter not suitable for foundation material. Muck shall include materials that will decay or produce subsidence in the embankment. It may consist of decaying stumps, roots, logs, humus, or other material not satisfactory for incorporation in the embankment.

**152-1.3 Unsuitable excavation.** Unsuitable material shall be disposed in designated waste areas as shown on the plans. Materials containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material suitable for topsoil may be used on the embankment slope when approved by the RPR.

### CONSTRUCTION METHODS

**152-2.1 General.** Before beginning excavation, grading, and embankment operations in any area, the area shall be prepared in accordance with Item P-207.

The suitability of material to be placed in embankments shall be subject to approval by the RPR. All unsuitable material shall be disposed of off site as shown on the plans.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the RPR notified per Section 70, paragraph 70-20. At the direction of the RPR, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches, to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in the top 6 inches of the subgrade.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the RPR, who shall arrange for their removal if necessary. The Contractor, at their own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

**a. Blasting.** Blasting shall not be allowed.

**152-2.2 Excavation.** No excavation shall be started until the work has been staked out by the Contractor and the RPR has obtained from the Contractor, the survey notes of the elevations and measurements of the ground surface. The Contractor and RPR shall agree that the original ground lines shown on the original topographic mapping are accurate, or agree to any adjustments made to the original ground lines.

Digital terrain model (DTM) files of the existing surfaces, finished surfaces, and other various surfaces were used to develop the design plans.

Volumetric quantities were calculated by comparing DTM files of the applicable design surfaces and generating Triangle Volume Reports. Electronic copies of DTM files and a paper copy of the original topographic map will be issued to the successful bidder.

Existing grades on the design cross sections or DTM's, where they do not match the locations of actual spot elevations shown on the topographic map, were developed by computer interpolation from those spot elevations. Prior to disturbing original grade, Contractor shall verify the accuracy of the existing ground surface by verifying spot elevations at the same locations where original field survey data was obtained as indicated on the topographic map. Contractor shall recognize that, due to the interpolation process, the actual ground surface at any particular location may differ somewhat from the interpolated surface shown on the design cross sections or obtained from the DTM's. Contractor's verification of original ground surface, however, shall be limited to verification of spot elevations as indicated herein, and no adjustments will be made to the original ground surface unless the Contractor demonstrates that spot elevations shown are incorrect. For this purpose, spot elevations which are within 0.1 foot of the stated elevations for ground surfaces, or within 0.04 foot for hard surfaces (pavements, buildings, foundations, structures, etc.) shall be considered "no change". Only deviations in excess of these will be considered for adjustment of the original ground surface. If Contractor's verification identifies discrepancies in the topographic map, Contractor shall notify the RPR in writing at least two weeks before disturbance of existing grade to allow sufficient time to verify the submitted information and make adjustments to the design cross sections or DTM's. Disturbance of existing grade in any area shall constitute acceptance by the Contractor of the accuracy of the original elevations shown on the topographic map for that area.

All areas to be excavated shall be stripped of vegetation and topsoil or prepared in accordance with Item P-207 of these specifications. Topsoil shall be stockpiled for future use in areas designated on the plans or by the RPR. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes **as** shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the plans, the excess shall be disposed of off site. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from borrow areas.

**a. Selective grading.** When selective grading is indicated on the plans, the more suitable material designated by the RPR shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas until it can be placed. The more suitable material shall then be placed and compacted as specified. Selective grading shall be considered incidental to the work involved. The cost of stockpiling and placing the material shall be included in the various pay items of work involved.

**b. Undercutting.** Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, subgrades, roads, shoulders, or any areas intended for turf shall be excavated to a minimum depth of 12 inches below the subgrade or to the depth specified by the RPR. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed of off the airport. Any cost associated with hauling and disposal of materials shall be considered incidental to this item. This excavated material shall be paid for at the contract unit price per cubic yard for Muck Excavation. The excavated area shall be backfilled with suitable material obtained from the FDR operations or imported subbase and compacted to specified densities. Where rock cuts are made, backfill with select material. Any pockets created in the rock surface shall be drained in accordance with the details shown on the plans. Undercutting will be paid as unclassified excavation.

**c. Over-break.** Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the RPR. All over-break shall be graded or removed by the Contractor and disposed of as directed by the RPR. The RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that the RPR determines as avoidable. Unavoidable over-break will be classified as "Unclassified Excavation."

**d. Removal of utilities.** The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by the Contractor as indicated on the plans. All existing foundations shall be excavated at least 2 feet below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the RPR. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the plans.

**152-2.3 Borrow excavation.** Borrow areas are not required.

**152-2.4 Drainage excavation.** Not applicable.

**152-2.5 Preparation of cut areas or areas where existing pavement has been removed.** In those areas on which a subbase or base course is to be placed, the top 6 inches of subgrade shall be compacted to not less than 95% of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils as determined by ASTM D 1557. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

**152-2.6 Preparation of embankment area.** All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches and shall then be compacted per paragraph 152-2.10.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

**152-2.7 Control Strip.** The first half-day of construction of subgrade and/or embankment shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

**152-2.8 Formation of embankments.** The material shall be constructed in lifts as established in the control strip, but not less than 6 inches nor more than 12 inches of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

The lifts shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the RPR. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each lift shall be within ±2% of optimum moisture content before rolling to obtain the prescribed compaction. The material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

The Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

The contractor will take samples of excavated materials which will be used in embankment for testing and develop a Moisture-Density Relations of Soils Report (Proctor) in accordance with ASTM D 1557. A new Proctor shall be developed for each soil type based on visual classification.

Density tests will be taken by the contractor for every 500 square yards of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by the RPR.

If the material has greater than 30% retained on the 3/4-inch (19.0 mm) sieve, follow the methods in ASTM D1557 for correction of maximum dry density and optimum moisture for oversized particles.

Rolling operations shall be continued until the embankment is compacted to not less than 95% of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils as determined by ASTM D 1557. Under all areas to be paved, the embankments shall be compacted to a depth of 6 inches and to a density of not less than 95 percent of the maximum density as determined by ASTM D1557. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

The in-place field density shall be determined in accordance with ASTM D1556 or ASTM 6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. The Contractor’s laboratory shall perform all density tests in the RPR’s presence and provide the test results upon completion to the RPR for acceptance. If the specified density is not attained, the area represented by the test or as designated by the RPR shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

When rock, concrete pavement, asphalt pavement, and other embankment material are excavated at approximately the same time as the subgrade, the material shall be incorporated into the outer portion of the embankment and the subgrade material shall be incorporated under the future paved areas. Stones, fragmentary rock, and recycled pavement larger than 4 inches in their greatest dimensions will not be allowed in the top 12 inches of the subgrade. Rockfill shall be brought up in lifts as specified or as directed

by the RPR and the finer material shall be used to fill the voids forming a dense, compact mass. Rock, cement concrete pavement, asphalt pavement, and other embankment material shall not be disposed of except at places and in the manner designated on the plans or by the RPR.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in lifts of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in lifts not exceeding 2 feet in thickness. Each lift shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The lift shall not be constructed above an elevation 4 feet below the finished subgrade.

There will be no separate measurement of payment for compacted embankment created from excavated materials. All costs incidental to placing in lifts, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of embankments will be included in the contract price for excavation, borrow, or other items.

**152-2.9 Proof rolling.** The purpose of proof rolling the subgrade is to identify any weak areas in the subgrade and not for compaction of the subgrade. After compaction is completed, the subgrade area shall be proof rolled with a fully loaded water truck in the presence of the RPR. Apply a minimum of 3 coverages, or as specified by the RPR, under pavement areas. A coverage is defined as the application of one tire print over the designated area. Soft areas of subgrade that deflect more than 1 inch or show permanent deformation greater than 1 inch shall be removed to depth designated on the plans or by the RPR (muck excavation), a geogrid placed at the bottom of the muck excavation and backfilled with Subbase Course (P-207 or P-154) to subgrade level or reworked to conform to the moisture content and compaction requirements in accordance with these specifications as directed by the RPR. Removal and replacement of soft areas is paid for under muck excavation (P-152), geogrid (P-154) and subbase course (P-207 or P-154). Proof rolling shall be considered incidental to this item.

**152-2.10 Compaction requirements.** The subgrade under areas to be paved shall be compacted to a depth of 6 inches and to a density of not less than 95 percent of the maximum dry density as determined by ASTM D1557. The subgrade in areas outside the limits of the pavement areas shall be compacted to a depth of 6 inches and to a density of not less than 90 percent of the maximum density as determined by ASTM D1557.

The material to be compacted shall be within ±2% of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30 percent retained on the ¾ inch (19.0 mm) sieve, follow the methods in ASTM D1557. Tests for moisture content and compaction will be taken at a minimum of 500 S.Y. of subgrade. All quality assurance testing shall be done by the Contractor's laboratory in the presence of the RPR, and density test results shall be furnished upon completion to the RPR for acceptance determination.

The in-place field density shall be determined in accordance with ASTM D1556 or ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938 within 12 months prior to its use on this contract. The gauge shall be field standardized daily.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the RPR and the finished subgrade shall be maintained.

**152-2.11 Finishing and protection of subgrade.** Finishing and protection of the subgrade is incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling and other

methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans. All ruts or rough places that develop in the completed subgrade shall be graded, re-compacted, and retested. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by the RPR.

**152-2.12 Haul.** All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

The Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of the Contractor's hauling operations shall be repaired at the Contractor's expense.

The Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by the Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

**152-2.13 Surface Tolerances.** In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.

a. **Smoothness.** The finished surface shall not vary more than +/- ½ inch when tested with a 12-foot straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot straightedge for the full length of each line on a 50-foot (15-m) grid.

b. **Grade.** The grade and crown shall be measured on a 50-foot grid and shall be within +/-0.05 feet of the specified grade.

On safety areas, turfed areas and other designated areas within the grading limits where no subbase or base is to placed, grade shall not vary more than 0.10 feet from specified grade. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

**152-2.14 Topsoil.** Not applicable.

## METHOD OF MEASUREMENT

**152-3.1** Measurement for payment specified by the cubic yard shall be computed by the average end areas of design cross sections. The end area is that bound by the original ground line established by field cross-sections and the final theoretical pay line established by cross-sections shown on the plans, subject to verification by the RPR.

**152-3.2** The quantity of Muck Excavation to be paid for shall be the number of cubic yards measured in its original position. Measurement shall not include the quantity of materials excavated without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed.

## BASIS OF PAYMENT

**152-4.2** Muck excavation payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

| | |
|---|---|
| Item P-152-4.2 | Muck Excavation - per cubic yard |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

| | |
|---|---|
| AASHTO T-180 | Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop |

ASTM International (ASTM)

| | |
|---|---|
| ASTM D698 | Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft$^3$ (600 kN-m/m$^3$)) |
| ASTM D1556 | Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method |
| ASTM D1557 | Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft$^3$ (2700 kN-m/m$^3$)) |
| ASTM D6938 | Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth) |

Advisory Circulars (AC)

| | |
|---|---|
| AC 150/5370-2 | Operational Safety on Airports During Construction Software |

Software

FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design

U.S. Department of Transportation

| | |
|---|---|
| FAA RD-76-66 | Design and Construction of Airport Pavements on Expansive Soils |

**END OF ITEM P-152**

## Item P-154 Subbase Course

### DESCRIPTION

**154-1.1** This item shall consist of a subbase course composed of granular materials constructed on a prepared subgrade or underlying course in accordance with these specifications, and in conformity with the dimensions and typical cross-section shown on the plans.

### MATERIALS

**154-2.1 Materials.** The subbase material shall consist of hard durable particles or fragments of granular aggregates and/or recycled asphalt pavement (RAP). The material may be obtained from gravel pits, stockpiles, or may be produced from a crushing and screening plant with proper blending. The materials from these sources shall meet the requirements for gradation, quality, and consistency. The material shall be free from vegetative matter, excessive amounts of clay, and other objectionable substances; uniformly blended; and be capable of being compacted into a dense, stable subbase.

The subbase material shall exhibit a California Bearing Ratio (CBR) value of at least 35 when tested in accordance with ASTM D1883. The subbase material shall meet the gradation specified in the table below.

**Subbase Gradation Requirements**

| Sieve designation | Percentage by weight passing sieves | | Contractor's Final Gradation | Job Control Grading Band Tolerances[1] (Percent) |
|---|---|---|---|---|
| | Subbase Aggregate | Recycled pavement (RAP or RCO) | | |
| 1 1/2 inch (37.5 mm) | 100 | 100 | | 0 |
| 3/4 inch (19.0 mm) | 70-100 | 70-100 | | ±10 |
| No. 10 (2.00 mm) | 20-100 | 20-100 | | ±10 |
| No. 40 (425 µm) | 5-60 | 5-60 | | ±5 |
| No. 200 (75 µm) | -- | -- | | -- |

[1]The "Job Control Grading Band Tolerances" shall be applied to "Contractor's Final Gradation" to establish the job control grading band.

The portion of the material passing the No. 40 (425 µm) sieve shall have a liquid limit of not more than 25 and a plasticity index of not more than six (6) when tested in accordance with ASTM D4318.

**154-2.2 Sampling and testing.**

**a. Aggregate base materials.** Samples shall be taken by the Contractor per ASTM D75 for initial aggregate subbase requirements and gradation. Material shall meet the requirements in paragraphs 154-2.1. The Contractor shall submit to the Resident Project Representative (RPR) certified test results showing that

the aggregate meets the Material requirements of this section. Tests shall be representative of the material to be used for the project.

**b. Gradation requirements.** The Contractor shall take at least two aggregate subbase samples per day in the presence of the RPR to check the final gradation. Samples shall be taken from the in-place, un-compacted material at sampling locations determined by the RPR on a random basis per ASTM D3665. Sampling shall be per ASTM D75 and tested per ASTM C136 and ASTM C117. Results shall be furnished to the RPR by the Contractor each day during construction. Material shall meet the requirements in paragraph 154-2.1.

**154-2.3 Separation Geotextile.** Not used.

**154-2.4 Geogrid.** Geogrid shall be InterAx NX650 geogrid as manufactured by Tensar International, or approved equal. The geogrid shall be placed on the bottom of the subexcavation made for unstable subgrades if required and shall be continuous over the length of the excavation. Each geogrid section shall overlap the adjoining section by a minimum of six inches (6").

## CONSTRUCTION METHODS

**154-3.1 General.** The subbase course shall be placed where designated on the plans or as directed by the RPR. The material shall be shaped and thoroughly compacted within the tolerances specified.

Granular subbases which, due to grain sizes or shapes, are not sufficiently stable to support the construction equipment without movement, shall be mechanically modified to the depth necessary to provide stability as directed by the RPR. The mechanical modification shall include the addition of a fine-grained medium to bind the particles of the subbase material sufficiently to furnish a bearing strength, so the course will not deform under construction equipment traffic.

**154-3.2 Preparing underlying course.** Prior to constructing the subbase course, clean the underlying course or subgrade of all foreign substances. The surface of the underlying course or subgrade shall meet specified compaction and surface tolerances in accordance with Item P-152. Correct ruts, soft yielding spots in the underlying courses, and subgrade areas having inadequate compaction and/or deviations of the surface from the specified requirements, by loosening and removing soft or unsatisfactory material, adding approved material, reshaping to line and grade, and recompacting to specified density requirements. For cohesionless underlying courses or subgrades containing sands or gravels, as defined in ASTM D2487, the surface shall be stabilized prior to placement of the overlying course by mixing the overlying course material into the underlying course, and compacting by approved methods. The stabilized material shall be considered as part of the underlying course and shall meet all requirements for the underlying course. The finished underlying course shall not be disturbed by traffic or other operations and shall be maintained in a satisfactory condition until the overlying course is placed. The underlying course shall be checked and accepted by the RPR before placing and spreading operations are started.

To protect the subgrade and to ensure proper drainage, spreading of the subbase shall begin along the centerline of the pavement on a crowned section or on the high side of pavements with a one-way slope.

**154-3.3 Control Strip.** The first half-day of subbase construction shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted

by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

**154-3.4 Placement.** The material shall be placed and spread on the prepared underlying layer by spreader boxes or other devices as approved by the RPR, to a uniform thickness and width. The equipment shall have positive thickness controls to minimize the need for additional manipulation of the material. Dumping from vehicles that require re-handling shall not be permitted. Hauling over the uncompacted base course shall not be permitted. The material shall not be placed when the underlying course is soft or yielding.

The material shall meet gradation and moisture requirements prior to compaction. Material may be free-draining and the minimum moisture content shall be established for placement and compaction of the material.

The material shall be constructed in lifts as established in the control strip, but not less than 4 inches nor more than 12 inches of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

**154-3.5 Compaction.** The subbase material shall be compacted, adjusting moisture as necessary, to be within ±2% of optimum moisture. The field density of the compacted subbase material shall be at least 98% of the maximum density as specified in paragraph 154-3.9a. The field density of compacted material below subgrade in muck areas shall be 95% of maximum density as specified in Item 154-3.9a. If the specified density is not attained, the area of the lift represented by the test shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

**154-3.6 Weather limitation**. Material shall not be placed unless the ambient air temperature is at least 40°F (4°C) and rising. Work on subbase course shall not be conducted when the subgrade is wet or frozen or the subbase material contains frozen material.

**154-3.7 Maintenance**. No base or surface course shall be placed on the subbase until the subbase has been accepted by the RPR. The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. When material has been exposed to excessive rain, snow, or freeze-thaw conditions, the Contractor shall verify that materials still meet all specification requirements before placement of additional material. Equipment may be routed over completed sections of subbase course, provided the equipment does not damage the subbase course and the equipment is routed over the full width of the completed subbase course. Any damage to the subbase course from routing equipment over the subbase course shall be repaired by the Contractor at their expense.

**154-3.8 Surface tolerance.** In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.

**a. Smoothness.** The finished surface shall not vary more than +/- ½ inch when tested with a 12-foot straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot straightedge for the full length of each line on a 50-foot grid.

**b. Grade.** The grade and crown shall be measured on a 50-foot grid and shall be within +/-0.05 feet of the specified grade.

**154-3.9 Acceptance sampling and testing.** The aggregate subbase course shall be accepted for density and thickness on an area basis. Two test shall be made for density and thickness for each 500 square yards. Sampling locations will be determined on a random basis per ASTM D3665.

**a. Density.** The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance.

Each area shall be accepted for density when the field density is at least 98% of the maximum density for subbase material and 95% for material placed below subgrade in muck areas of laboratory specimens compacted and tested per ASTM D1557. The in-place field density shall be determined per ASTM D1556 or ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. If the specified density is not attained, the area represented by the failed test shall be reworked and/or recompacted and two additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

When the material has greater than 30 percent retained on the ¾ inch sieve, use methods in ASTM D1557 for correction of maximum dry density and optimum moisture for oversized particles.

**b. Thickness.** The thickness of the base course shall be within +0 and -1/2 inch of the specified thickness as determined by depth tests taken by the Contractor in the presence of the RPR for each area. At the contractor's option, thickness verification may be completed by survey of the top and bottom of the material placed using a grid with 50' section intervals. Where the thickness is deficient by more than 1/2-inch, the Contractor shall correct such areas at no additional cost by scarifying to a depth of at least 3 inches, adding new material of proper gradation, and the material shall be blended and recompacted to grade. The Contractor shall replace, at his expense, subbase material where depth tests have been taken.

## METHOD OF MEASUREMENT

**154-4.1** Subbase course shall be measured by the number of cubic yards of subbase course material placed and compacted to specified density and plan thickness requirements in the completed course. The quantity of subbase course material shall be measured in final position based upon contractor's survey in the presence of the RPR of the completed work computed from elevations to the nearest 0.01 foot. On individual/surveyed depth measurements, thicknesses more than 1/2 inch in excess of that shown on the plans shall be considered as the specified thickness plus 1/2 inch in computing the yardage for payment. Subbase materials shall not be included in any other excavation quantities.

**154-4.3** Geogrid shall be measured by the number of square yards of materials placed and accepted by the RPR as complying with the plans and specifications excluding seam overlaps and edge anchoring.

## BASIS OF PAYMENT

**154-5.1** Payment shall be made at the contract unit price per cubic yard for subbase course. This price shall be full compensation for furnishing all materials; for all preparation, hauling, and placing of these materials; and for all labor, equipment, tools, and incidentals necessary to complete the item.

**154-5.3** Payment shall be made at the contract unit price per square yard for geogrid. The price shall be full compensation for furnishing all labor, equipment, material, anchors, and necessary incidentals to complete the item.

Payment will be made under:

| | | |
|---|---|---|
| Item P-154-5.1 | Subbase Course | - per cubic yard |
| Item P-154-5.3 | Geogrid | - per square yard |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM C117 | Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing |
| ASTM C136 | Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates |
| ASTM D75 | Standard Practice for Sampling Aggregates |
| ASTM D698 | Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft$^3$ (600 kN-m/m$^3$)) |
| ASTM D1556 | Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method |
| ASTM D1557 | Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft$^3$ (2,700 kN-m/m$^3$)) |
| ASTM D2487 | Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System) |
| ASTM D4253 | Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table |
| ASTM D4759 | Practice for Determining the Specification Conformance of Geosynthetics |
| ASTM D4318 | Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils |
| ASTM D6938 | Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth) |

American Association of State Highway and Transportation Officials (AASHTO)

| | |
|---|---|
| M 288 | Geotextile Specification for Highway Applications |

**END OF ITEM P-154**

## Item P-207 In-place Full Depth Reclamation (FDR) Recycled Asphalt Aggregate Subbase Course

### DESCRIPTION

**207-1.1** This item consists of a recycled asphalt aggregate subbase course resulting from the in-place full depth reclamation (FDR) of the existing pavement section (asphalt wearing surface and aggregate base).

### MATERIALS

**207-2.1 Aggregate.** The FDR shall consist of materials produced by recycling (pulverizing and mixing) the existing asphalt pavement, aggregate base. Material larger than 2 inches in any dimension shall not be permitted in the recycle asphalt aggregate subbase course.

The FDR shall meet the gradation in the table below.

**FDR Gradation**

| Sieve | Minimum Percentage by weight passing sieves |
|---|---|
| 2 inch (51 mm) | 100 |
| 3/4" inch (19mm) | 80-100 |
| No. 4 (4.75 mm) | 20-60 |
| No. 50 | 10-40 |
| No. 200 (75 μm) | 0-10 |
| 0.02 mm | -- |

**a. Deleterious substances.** Materials for aggregate subbase shall be kept free from weeds, sticks, grass, roots and other foreign matter.

**b. Uniformity**. The materials shall be thoroughly recycled (pulverized and mixed) to ensure a uniform gradation.

**c. CBR**. The FDR Subbase Course shall have a California Bearing Ratio (CBR) value of at least 35 at 0.1 inch to 0.5 inch penetration inclusive at 100% of maximum dry density as determined by ASTM D1557, Method D when tested in accordance with ASTM D1883.

**207-2.2 Stabilization.** Not applicable.

**207-2.3 Water.** Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

**207-2.4 Quality Control (QC) Sampling and testing.** The Contractor shall take at least two FDR samples per day of production in the presence of the Resident Project Representative (RPR) to check the gradation. Sampling shall be per ASTM D75. Material shall meet the requirements in paragraph 207-2.1. Samples shall be taken from the in-place, un-compacted material at random sampling locations per ASTM D3665.

### CONSTRUCTION METHODS

**207-3.1 Milling.** Not applicable.

**207-3.2 Control Strip.** The first half-day of construction shall be considered the control strip. The Contractor shall demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of the specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. Upon acceptance of the control strip by the RPR, the Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

**207-3.3 Recycling (Pulverization and mixing)**. The asphalt pavement shall be saw cut full depth at the perimeter of the area to be recycled as indicated on the plans. The asphalt pavement and aggregate base shall be recycled (pulverized and mixed) into a uniformly blended mixture with water to the depth indicated on the plans. All material over approximately 2 inches (50 mm) shall be removed by the Contractor. The mixture shall be brought to the desired moisture content.

The maximum lift thickness of the recycled aggregate subbase course material to be compacted shall be 8 inches.

**207-3.4 Grading and compaction**. Immediately upon completion of recycling (pulverization and mixing), the material shall be excavated, hauled, temporarily stockpiled if necessary, placed, shaped and/or graded in accordance with the project plans. The recycled asphalt aggregate subbase course shall be compacted within the same day to an in-place density of 98% as determined by ASTM D1557 in subbase areas and 95% below subgrade in muck areas. The moisture content of the material during compaction shall be within ±2% of the optimum moisture content as determined by ASTM D2216. The number, type and weight of rollers shall be sufficient to compact the material to the required density. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

**207-3.5 Finishing**. The surface of the aggregate subbase course shall be finished by blading or with automated equipment designed for this purpose. If the top layer is 1/2 inch or more below grade, the top layer shall be scarified to a depth of at least 3 inches, new material added, and the layer blended and re-compacted to bring it to grade. The addition of layers less than 3 inches shall not be allowed.

**207-3.6 Proof rolling.** Compacted asphalt aggregate subbase course shall be proof rolled with a fully loaded water truck in the presence of the RPR. Soft areas that deflect greater than 0.5 inch or show permanent deformation greater than 0.5 inch shall be removed and reworked at the Contractor's expense unless soft areas are a result of soft subgrade material as determined by the RPR. If soft areas are a result of soft subgrade material, they shall be removed and reworked in accordance with P-152.

**207-3.7 Weather limitations.** When weather conditions detrimentally affect the construction process and/or quality of the materials, the Contractor shall stop construction. Cement or fly ash shall not be applied when wind conditions affect the distribution of the materials. When the aggregates contain frozen materials or when the underlying course is frozen or wet, the construction shall be stopped. Construction shall not be performed unless the atmospheric temperature is above 35°F (2°C) and rising or approved by the RPR. When the temperature falls below 35°F (2°C), protect all completed areas against detrimental effects of freezing by approved methods. Correct completed areas damaged by freezing, rainfall, or other weather conditions to meet specified requirements.

**207-3.8 Maintenance.** The asphalt aggregate subbase course shall be maintained in a satisfactory condition until the work is accepted by the RPR. Equipment used in the construction of an adjoining section may be routed over completed sections of asphalt aggregate subbase course, provided that no damage results and equipment is routed over the full width of the completed asphalt aggregate subbase course. Any damage to the recycled asphalt aggregate subbase course shall be repaired by the Contractor at the Contractor's expense.

**207-3.9 Surface tolerances.** The finished surface shall be tested for smoothness and accuracy of grade. Any area failing smoothness or grade shall be scarified to a depth of at least 3 inches (75 mm), reshaped and re-compacted by the Contractor at the Contractor's expense.

**a. Smoothness.** The finished surface shall not vary more than 3/8-inch (9 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.

**b. Grade.** The grade shall be measured on a 50-foot (15-m) grid and shall be within +0 and -1/2 inch (12 mm) of the specified grade.

**207-3.10 Acceptance sampling and testing for density.** FDR subbase course shall be accepted for density and thickness on an area basis. One (1) test for density and thickness will be made for each 500 square yds. Sampling locations will be determined on a random basis in accordance with ASTM D3665.

**a. Density**. The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance.

Each area will be accepted for density when the field density is at least 98% of the maximum density of the FDR subbase course and 95% for FDR below subgrade in muck areas in accordance with ASTM D1557. The in-place field density shall be determined in accordance with ASTM D1556 or ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. If the specified density is not attained, the area represented by the failed test must be reworked and/or recompacted and two additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

**b. Thickness.** The thickness of the subbase course shall be within +0 and -1/2 inch (12 mm) of the specified thickness as determined by depth tests taken by the Contractor in the presence of the RPR for each area. Where the thickness is deficient by more than 1/2-inch (12 mm), the Contractor shall correct such areas at no additional cost by scarifying to a depth of at least 3 inches (75 mm), adding new material, and recompacted to grade. The Contractor shall replace, at his expense, subbase material where depth tests have been taken.

## METHOD OF MEASUREMENT

**207-4.1** The quantity of FDR Asphalt Aggregate Subbase Course – Pulverize, Mix, Excavate, Haul and Stockpile shall be measured by the number of square yards of material in its original position in compliance with the plans and specifications.

**207-4.2** The quantity of FDR Asphalt Aggregate Subbase Course – Excavate from Stockpile, Place and Compact as ASB shall be measured by the number of cubic yards of material in the final compacted position in compliance with the plans and specifications. The quantity of Asphalt Aggregate Subbase Course material shall be measured in final position based upon contractor's survey in the presence of the RPR of the completed work computed from elevations to the nearest 0.01 foot. Subbase materials shall not be included in any other excavation quantities.

**207-4.3** The quantity of FDR Asphalt Aggregate Subbase Course –Excavate from Stockpile, Haul, and Dispose Off Site shall be measured by the number of cubic yards of material in its original position in compliance with the plans and specifications.

## BASIS OF PAYMENT

**207-5.1** Payment shall be made for In-place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Pulverize, Mix, Excavate, Haul, and Stockpile, at the contract unit price per square yard for pulverizing and mixing the existing asphalt pavement with the existing aggregate base course to a depth of 8 inches (or as shown on the plans), excavating, hauling, and temporary stockpiling, the FDR materials. This price shall be full compensation for furnishing all materials, for preparing and placing these materials, and for all labor, equipment, tools and incidentals to complete the item.

**207-5.2** Payment shall be made for In-place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Place, and Compact as ASB, at the contract unit price per cubic yard for excavating from the stockpile, placing, spreading, compacting, and maintaining the FDR materials to the compacted thickness as indicated on the drawings. This price shall be full compensation for furnishing all materials, for preparing and placing these materials, and for all labor, equipment, tools and incidentals to complete the item.

**207-5.3** Payment shall be made for In-place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Haul, and Dispose Off Site, at the contract unit price per cubic yard for excavating from the stockpile, hauling, and disposing off site as indicated on the drawings. This price shall be full compensation for excavating, hauling, and disposing of materials, and for all labor, equipment, tools and incidentals to complete the item.

Payment will be made under:

| | |
|---|---|
| Item P-207-5.1 | In-place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Pulverize, Mix, Excavate, Haul, and Stockpile - per square yard |
| Item P-207-5.2 | In-place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Place, and Compact as ASB - per cubic yard |
| Item P-207-5.3 | In-place Full Depth Recycled (FDR) Asphalt Aggregate Subbase Course – Excavate from Stockpile, Haul, and Dispose Off Site - per cubic yard |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM C29 | Unit Weight of Aggregate |
| ASTM C88 | Soundness of Aggregates by Use of Sodium or Magnesium Sulfate |
| ASTM C117 | Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregate by Washing |
| ASTM C131 | Resistance to abrasion of Small Size Coarse Aggregate by Use of Los Angeles Machine |
| ASTM C136 | Sieve or Screen Analysis of Fine and Coarse Aggregate |
| ASTM C150 | Standard Specification for Portland Cement |
| ASTM C595 | Standard Specification for Blended Hydraulic Cements |
| ASTM C1602 | Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete |
| ASTM D75 | Sampling Aggregate |
| ASTM D558 | ASTM D558 Standard Test Methods for Moisture-Density (Unit Weight) Relations of Soil-Cement Mixtures |
| ASTM D698 | Moisture Density Relations of Soils and Aggregate using 5.5 lb Rammer and 12 in drop |
| ASTM D977 | Standard Specification for Emulsified Asphalt |
| ASTM D1556 | Test Method for Density and Unit Weight of Soil in Place by the Sand Cone Method |
| ASTM D1557 | Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort |
| ASTM D2216 | Test Methods for Laboratory Determination of Water (Moisture) Soil and Rock by Mass |
| ASTM D2419 | Test Method for Sand Equivalent Value of Soils and Fine Aggregate |
| ASTM D2487 | Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System) |
| ASTM D3665 | Standard Practice for Random Sampling of Construction Materials |
| ASTM D4318 | Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils |
| ASTM D4491 | Standard Test Methods for Water Permeability of Geotextiles by Permittivity |
| ASTM D4751 | Standard Test Methods for Determining Apparent Opening Size of a Geotextile |
| ASTM D5821 | Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate |

| | |
|---|---|
| ASTM D6938 | Standard Test Method for In-Place Density and Water Content of Soil and Soil Aggregate by Nuclear Methods (Shallow Depth) |

American Association of State Highway and Transportation Officials (AASHTO)

| | |
|---|---|
| M288 | Standard Specification for Geosynthetic Specification for Highway Applications |

**END OF ITEM P-207**

## Item P-209 Crushed Aggregate Base Course

### DESCRIPTION

**209-1.1** This item consists of a base course composed of crushed aggregate base constructed on a prepared course in accordance with these specifications and in conformity to the dimensions and typical cross-sections shown on the plans.

### MATERIALS

**209-2.1 Crushed aggregate base.** Crushed aggregate shall consist of clean, sound, durable particles of crushed stone or crushed gravel and shall be free from coatings of clay, silt, organic material, clay lumps or balls or other deleterious materials or coatings. The method used to produce the crushed gravel shall result in the fractured particles in the finished product as consistent and uniform as practicable. Fine aggregate portion, defined as the portion passing the No. 4 sieve shall consist of fines from the coarse aggregate crushing operation. The fine aggregate shall be produced by crushing stone or gravel, that meet the coarse aggregate requirements for wear and soundness. Aggregate base material requirements are listed in the following table.

**Crushed Aggregate Base Material Requirements**

| Material Test | Requirement | Standard |
|---|---|---|
| **Coarse Aggregate** | | |
| Resistance to Degradation | Loss: 45% maximum | ASTM C131 |
| Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate | Loss after 5 cycles:<br>12% maximum using Sodium sulfate - or -<br>18% maximum using magnesium sulfate | ASTM C88 |
| Percentage of Fractured Particles | Minimum 90% by weight of particles with at least two fractured faces and 98% with at least one fractured face[1] | ASTM D5821 |
| Flat Particles, Elongated Particles, or Flat and Elongated Particles | 10% maximum, by weight, of flat, elongated, or flat and elongated particles [2] | ASTM D4791 |
| Clay Lumps and Friable Particles | Less than or equal to 3 percent | ASTM C142 |
| **Fine Aggregate** | | |
| Liquid limit | Less than or equal to 25 | ASTM D4318 |
| Plasticity Index | Not more than five (5) | ASTM D4318 |

[1] The area of each face shall be equal to at least 75% of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

[2] A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

**209-2.2 Gradation requirements.** The gradation of the aggregate base material shall meet the requirements of the gradation given in the following table when tested per ASTM C117 and ASTM C136. The gradation shall be well graded from coarse to fine and shall not vary from the lower limit on one sieve to the high limit on an adjacent sieve or vice versa.

**Gradation of Aggregate Base**

| Sieve Size | Design Range Percentage by Weight passing | Contractor's Final Gradation | Job Control Grading Band Tolerances[1] (Percent) |
|---|---|---|---|
| 2 inch (50 mm) | 100 | | 0 |
| 1-1/2 inch (37.5 mm) | 95-100 | | ±5 |
| 1 inch (25.0 mm) | 70-95 | | ±8 |
| 3/4 inch (19.0 mm) | 70-85 | | ±8 |
| No. 4 (4.75 mm) | 30-60 | | ±8 |
| No. 40 (425 μm) | 10-30 | | ±5 |
| No. 200[2] (75 μm) | 0-8 | | ±3 |
| No. 635 0.02 mm | -- | | -- |

[1]The "Job Control Grading Band Tolerances for Contractor's Final Gradation" in the table shall be applied to "Contractor's Final Gradation" to establish a job control grading band. The full tolerance still applies if application of the tolerances results in a job control grading band outside the design range.

[2]The fraction of material passing the No 200 (75 μm) sieve shall not exceed two-thirds the fraction passing the No 40 (425 μm) sieve.

**209-2.3 Sampling and Testing.**

**a. Aggregate base materials.** The Contractor shall take samples of the aggregate base in accordance with ASTM D75 to verify initial aggregate base requirements and gradation. Material shall meet the requirements in paragraph 209-2.1. This sampling and testing will be the basis for approval of the aggregate base quality requirements.

**b. Gradation requirements.** The Contractor shall take at least two aggregate base samples per day in the presence of the Resident Project Representative (RPR) to check the final gradation. Sampling shall be per ASTM D75. Material shall meet the requirements in paragraph 209-2.2. The samples shall be taken from the in-place, un-compacted material at sampling points and intervals designated by the RPR.

**209-2.4 Separation Geotextile**. Not used.

## CONSTRUCTION METHODS

**209-3.1 Control strip.** The first half-day of construction shall be considered the control strip. The Contractor shall demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of the specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted or removed and replaced at the Contractor's expense. Full operations shall not continue until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved by the RPR.

**209-3.2 Preparing underlying subgrade and/or subbase**. The underlying subgrade and/or subbase shall be checked and accepted by the RPR before base course placing and spreading operations begin. Re-proof rolling of the subgrade or proof rolling of the subbase in accordance with Item P-152, at the Contractor's expense, may be required by the RPR if the Contractor fails to ensure proper drainage or protect the subgrade and/or subbase. Any ruts or soft, yielding areas due to improper drainage conditions, hauling, or any other cause, shall be corrected before the base course is placed. To ensure proper drainage, the spreading of the base shall begin along the centerline of the pavement on a crowned section or on the high side of the pavement with a one-way slope.

**209-3.3 Production**. The aggregate shall be uniformly blended and, when at a satisfactory moisture content per paragraph 209-3.5, the approved material may be transported directly to the placement.

**209-3.4 Placement**. The aggregate shall be placed and spread on the prepared underlying layer by spreader boxes or other devices as approved by the RPR, to a uniform thickness and width. The equipment shall have positive thickness controls to minimize the need for additional manipulation of the material. Dumping from vehicles that require re-handling shall not be permitted. Hauling over the uncompacted base course shall not be permitted.

The aggregate shall meet gradation and moisture requirements prior to compaction. The base course shall be constructed in lifts as established in the control strip, but not less than 4 inches nor more than 12 inches of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications at the Contractor's expense.

**209-3.5 Compaction**. Immediately after completion of the spreading operations, compact each layer of the base course, as specified, with approved compaction equipment. The number, type, and weight of rollers shall be sufficient to compact the material to the required density within the same day that the aggregate is placed on the subgrade.

The field density of each compacted lift of material shall be at least 100% of the maximum density of laboratory specimens prepared from samples of the base material delivered to the jobsite. The laboratory specimens shall be compacted and tested in accordance with ASTM D1557 and paragraph 209-3.9. The moisture content of the material during placing operations shall be within ±2 percentage points of the optimum moisture content as determined by ASTM D1557. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

**209-3.6 Weather limitations.** Material shall not be placed unless the ambient air temperature is at least 40°F (4°C) and rising. Work on base course shall not be conducted when the subgrade or subbase is wet or frozen or the base material contains frozen material.

**209-3.7 Maintenance.** The base course shall be maintained in a condition that will meet all specification requirements. When material has been exposed to excessive rain, snow, or freeze-thaw conditions, prior to placement of additional material, the Contractor shall verify that materials still meet all specification requirements. Equipment may be routed over completed sections of base course, provided that no damage results and the equipment is routed over the full width of the completed base course. Any damage resulting to the base course from routing equipment over the base course shall be repaired by the Contractor at the Contractor's expense.

**209-3.8 Surface tolerances.** After the course has been compacted, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and recompacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense. The smoothness and accuracy requirements specified here apply only to the top layer when base course is constructed in more than one layer.

**a. Smoothness.** The finished surface shall not vary more than 3/8-inch when tested with a 12-foot straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot straightedge for the full length of each line on a 50-foot grid.

**b. Grade.** The grade and crown shall be measured on a 50-foot grid and shall be within +0 and -1/2 inch of the specified grade.

**209-3.9 Acceptance sampling and testing.** Crushed aggregate base course shall be accepted for density and thickness on an area basis. Two tests shall be made for density and thickness for each 1,000 square yards. Sampling locations will be determined on a random basis per ASTM D3665

**a. Density.** The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance**.**

Each area shall be accepted for density when the field density is at least 100% of the maximum density of laboratory specimens compacted and tested per ASTM D1557. The in-place field density shall be determined per ASTM D1556 or ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. If the specified density is not attained, the area represented by the failed test must be reworked and/or recompacted and two additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

When the material has greater than 30 percent retained on the ¾ inch sieve, use methods in ASTM D1557 for correction of maximum dry density and optimum moisture for oversized particles.

**b. Thickness.** Depth tests shall be made by test holes at least 3 inches in diameter that extend through the base. The thickness of the base course shall be within +0 and -1/2 inch of the specified thickness as determined by depth tests taken by the Contractor in the presence of the RPR for each area. At the contractor's option, thickness verification may be completed by survey (performed by the contractor in the presence of the RPR) of the top and bottom of the material placed using a 25' grid. Where the thickness is deficient by more than 1/2-inch, the Contractor shall correct such areas at no additional cost by scarifying to a depth of at least 3 inches, adding new material of proper gradation, and the material shall be blended

and recompacted to grade. The Contractor shall replace, at his expense, base material where depth tests have been taken.

**209-3.10 Scarify and Recompact Existing Aggregate Base Course.** Existing aggregate base course under areas to be paved or future pavement sections or specific areas shown on the plans shall be compacted to a depth of 6 inches conforming to Section 209-3.5 of the FAA Technical Provisions.

Weather limitations and all tolerances shall conform to Sections 209-3.6 and 209-3.8 of the FAA Technical Provisions.

## METHOD OF MEASUREMENT

**209-4.1** The quantity of crushed aggregate base course will be determined by measurement of the number of tons of material actually constructed and accepted by the RPR as complying with the plans and specifications. Batch weights or truck scale weights shall be used to determine the basis of tonnage. Base materials shall not be included in any other excavation quantities.

**209-4.2** The method of measurement for scarifying and recompacting of the existing aggregate base course for the specified areas to receive payment will be per square yard of existing base course scarified and recompacted.

## BASIS OF PAYMENT

**209-5.1** Payment shall be made at the contract unit price per ton for crushed aggregate base course. This price shall be full compensation for furnishing all materials, for preparing and placing these materials, and for all labor, equipment tools, and incidentals necessary to complete the item.

**209-5.2** Payment will be made at the contract unit price per square yard of existing aggregate base course scarified and recompacted for the respective items of work. This price shall be full compensation for furnishing all materials, labor, equipment, tools, water, and incidentals necessary to complete this item.

Payment will be made under:

| | |
|---|---|
| Item P-209-5.1 | Crushed Aggregate Base Course - per ton |
| Item P-209-5.2 | Scarify and Recompact Existing Aggregate Base Course – per square yard |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM C29 | Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate |
| ASTM C88 | Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate |
| ASTM C117 | Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing |
| ASTM C131 | Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine |
| ASTM C136 | Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates |
| ASTM C142 | Standard Test Method for Clay Lumps and Friable Particles in Aggregates |
| ASTM D75 | Standard Practice for Sampling Aggregates |
| ASTM D698 | Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft$^3$ (600 kN-m/m$^3$)) |
| ASTM D1556 | Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method |
| ASTM D1557 | Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft$^3$ (2700 kN-m/m$^3$)) |
| ASTM D2167 | Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method |
| ASTM D2419 | Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate |
| ASTM D3665 | Standard Practice for Random Sampling of Construction Materials |
| ASTM D4318 | Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils |
| ASTM D4491 | Standard Test Methods for Water Permeability of Geotextiles by Permittivity |
| ASTM D4643 | Standard Test Method for Determination of Water Content of Soil and Rock by Microwave Oven Heating |
| ASTM D4751 | Standard Test Methods for Determining Apparent Opening Size of a Geotextile |
| ASTM D4791 | Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate |
| ASTM D5821 | Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate |

| | |
|---|---|
| ASTM D6938 | Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth) |
| ASTM D7928 | Standard Test Method for Particle-Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis |

American Association of State Highway and Transportation Officials (AASHTO)

| | |
|---|---|
| M288 | Standard Specification for Geosynthetic Specification for Highway Applications |
| T88 | Standard Method of Test for Particle Size Analysis of Soils |

**END OF ITEM P-209**

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## Item P-401 Asphalt Mix Pavement

### DESCRIPTION

**401-1.1** This item shall consist of pavement courses composed of mineral aggregate and asphalt binder mixed in a central mixing plant and placed on a prepared base or stabilized course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross-sections shown on the plans. Each course shall be constructed to the depth, typical section, and elevation required by the plans and shall be rolled, finished, and approved before the placement of the next course.

### MATERIALS

**401-2.1 Aggregate.** Aggregates shall consist of crushed stone, crushed gravel, crushed slag, screenings, natural sand, and mineral filler, as required. Slag shall not be used unless it is shown to be non-expansive when submerged in water. The aggregates should have no known history of detrimental pavement staining due to ferrous sulfides, such as pyrite. Coarse aggregate is the material retained on the No. 4 (4.75 mm) sieve. Fine aggregate is the material passing the No. 4 (4.75 mm) sieve.

**a. Coarse aggregate.** Coarse aggregate shall consist of sound, tough, durable particles, free from films of matter that would prevent thorough coating and bonding with the asphalt material and free from organic matter and other deleterious substances. Coarse aggregate material requirements are given in the table below.

**Coarse Aggregate Material Requirements**

| Material Test | Requirement | Standard |
|---|---|---|
| Resistance to Degradation | Loss: 40% maximum | ASTM C131 |
| Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate | Loss after 5 cycles:<br>12% maximum using Sodium sulfate - or -<br>18% maximum using magnesium sulfate | ASTM C88 |
| Clay lumps and friable particles | 1.0% maximum | ASTM C142 |
| Percentage of Fractured Particles | Minimum 75% by weight of particles with at least two fractured faces and 85% with at least one fractured face[1] | ASTM D5821 |
| Flat, Elongated, or Flat and Elongated Particles | 8% maximum, by weight, of flat, elongated, or flat and elongated particles at 5:1 [2] | ASTM D4791 |

[1] The area of each face shall be equal to at least 75% of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

[2] A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

**b. Fine aggregate.** Fine aggregate shall consist of clean, sound, tough, durable, angular shaped particles produced by crushing stone, slag, or gravel and shall be free from coatings of clay, silt, or other objectionable matter. Natural (non-manufactured) sand may be used to obtain the gradation of the fine aggregate blend or to improve the workability of the mix. Fine aggregate material requirements are listed in the table below.

**Fine Aggregate Material Requirements**

| Material Test | Requirement | Standard |
|---|---|---|
| Liquid limit | 25 maximum | ASTM D4318 |
| Plasticity Index | 4 maximum | ASTM D4318 |
| Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate | Loss after 5 cycles:<br>10% maximum using Sodium sulfate - or -<br>15% maximum using magnesium sulfate | ASTM C88 |
| Clay lumps and friable particles | 1.0% maximum | ASTM C142 |
| Sand equivalent | 45 minimum | ASTM D2419 |
| Natural Sand | 10% maximum by weight of total aggregate | ASTM D1073 |

**c. Sampling.** ASTM D75 shall be used in sampling coarse and fine aggregate.

**401-2.2 Mineral filler.** Mineral filler (baghouse fines) may be added in addition to material naturally present in the aggregate. Mineral filler shall meet the requirements of ASTM D242.

**Mineral Filler Requirements**

| Material Test | Requirement | Standard |
|---|---|---|
| Plasticity Index | 4 maximum | ASTM D4318 |

**401-2.3 Asphalt binder.** Asphalt binder shall conform to ASTM D6373 Performance Grade (PG) 70-10.

**401-2.4 Anti-stripping agent.** Any anti-stripping agent or additive (anti-strip) shall be heat stable and shall not change the asphalt binder grade beyond specifications. Anti-strip shall be an approved material of the Department of Transportation of the State in which the project is located.

## COMPOSITION

**401-3.1 Composition of mixture(s).** The asphalt mix shall be composed of a mixture of aggregates, filler and anti-strip agent if required, and asphalt binder. The aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).

**401-3.2 Job mix formula (JMF) laboratory.** The laboratory used to develop the JMF shall possess a current certificate of accreditation, listing D3666 from a national accrediting authority and all test methods required for developing the JMF; and be listed on the accrediting authority's website. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the Resident Project Representative (RPR) prior to start of construction.

**401-3.3 Job mix formula (JMF).** No asphalt mixture shall be placed until an acceptable mix design has been submitted to the RPR for review and accepted in writing. The RPR's review shall not relieve the Contractor of the responsibility to select and proportion the materials to comply with this section.

When the project requires asphalt mixtures of differing aggregate gradations and/or binders, a separate JMF shall be submitted for each mix. Add anti-stripping agent to meet tensile strength requirements.

The JMF shall be prepared by an accredited laboratory that meets the requirements of paragraph 404-3.2. The asphalt mixture shall be designed using procedures contained in the Asphalt Institute MS-2 Mix Design Manual, 7th Edition. Samples shall be prepared and compacted using a Marshall compactor in accordance with ASTM D6926.

Should a change in sources of materials be made, a new JMF must be submitted to the RPR for review and accepted in writing before the new material is used. After the initial production JMF has been approved by the RPR and a new or modified JMF is required for whatever reason, the subsequent cost of the new or modified JMF, including a new control strip when required by the RPR, will be borne by the Contractor.

The RPR may request samples at any time for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

The JMF shall be submitted in writing by the Contractor at least 30 days prior to the start of paving operations. The JMF shall be developed within the same construction season using aggregates proposed for project use.

The JMF shall be dated, and stamped or sealed by the responsible professional Engineer of the laboratory and shall include the following items as a minimum:

- Manufacturer's Certificate of Analysis (COA) for the asphalt binder used in the JMF in accordance with paragraph 401-2.3. Certificate of asphalt performance grade is with modifier already added, if used and must indicate compliance with ASTM D6373. For plant modified asphalt binder, certified test report indicating grade certification of modified asphalt binder.
- Manufacturer's Certificate of Analysis (COA) for the anti-stripping agent if used in the JMF in accordance with paragraph 401-2.4.
- Certified material test reports for the course and fine aggregate and mineral filler in accordance with paragraphs 401-2.1.
- Percent passing each sieve size for individual gradation of each aggregate cold feed and/or hot bin; percent by weight of each cold feed and/or hot bin used; and the total combined gradation in the JMF.
- Specific Gravity and absorption of each coarse and fine aggregate.
- Percent natural sand.
- Percent fractured faces.
- Percent by weight of flat particles, elongated particles, and flat and elongated particles (and criteria).
- Percent of asphalt.
- Number of blows
- Laboratory mixing and compaction temperatures.
- Supplier-recommended field mixing and compaction temperatures.
- Plot of the combined gradation on a 0.45 power gradation curve.
- Graphical plots of air voids, voids in the mineral aggregate (VMA), and unit weight versus asphalt content. To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.
- Tensile Strength Ratio (TSR).

- Type and amount of Anti-strip agent when used.
- Asphalt Pavement Analyzer (APA) or Hamburg Wheel Test results.
- Date the JMF was developed. Mix designs that are not dated or which are from a prior construction season shall not be accepted.

**Table 1. Asphalt Design Criteria**

| Test Property | Value | Test Method |
|---|---|---|
| Number of blows | 75 | |
| Air voids (%) | 3.5 | ASTM D3203 |
| Percent voids in mineral aggregate (VMA), minimum | See Table 2 | ASTM D6995 |
| Tensile Strength Ratio (TSR)[1] | not less than 75 at a saturation of 70-80% | ASTM D4867 |
| Asphalt Pavement Analyzer (APA)[2 3] | Less than 10 mm @ 4000 passes | AASHTO T340 at 250 psi hose pressure at 64º C test temperature |
| Hamburg Wheel Test[3] | Less than 10mm @ 20,000 passes @50°C | AASHTO T324 |

[1] Test specimens for TSR shall be compacted at 7 ± 1.0 % air voids. In areas subject to freeze-thaw, use freeze-thaw conditioning in lieu of moisture conditioning per ASTM D4867.

[2] AASHTO T340 at 100 psi hose pressure at 64°C test temperature may be used in the interim. If this method is used the required Value shall be less than 5 mm @ 8000 passes

[3] Asphalt shall meet either Asphalt Pavement Analyzer or Hamburg Wheel Test Standards.

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory sieves, will conform to the gradation or gradations specified in Table 2 when tested in accordance with ASTM C136 and ASTM C117.

The gradations in Table 2 represent the limits that shall determine the suitability of aggregate for use from the sources of supply; be well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve, or vice versa.

**Table 2. Aggregate - Asphalt Pavements**

| Sieve Size | Percentage by Weight Passing Sieve |
|---|---|
| 1 inch (25.0 mm) | 100 |
| 3/4 inch (19.0 mm) | 90-100 |
| 1/2 inch (12.5 mm) | 74-86 |
| 3/8 inch (9.5 mm) | 63-75 |
| No. 4 (4.75 mm) | 41-55 |
| No. 8 (2.36 mm) | 30-38 |
| No. 16 (1.18 mm) | 18-26 |
| No. 30 (600 µm) | 12-18 |
| No. 50 (300 µm) | 8-14 |
| No. 100 (150 µm) | 6-11 |
| No. 200 (75 µm) | 3-6 |
| **Minimum Voids in Mineral Aggregate (VMA)[1]** | 14.0 |
| **Asphalt Percent:** | |
| Stone or gravel | 4.5-7.0 |
| Slag | N/A |

[1]To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.

The aggregate gradations shown are based on aggregates of uniform specific gravity. The percentages passing the various sieves shall be corrected when aggregates of varying specific gravities are used, as indicated in the Asphalt Institute MS-2 Mix Design Manual, 7th Edition.

**401-3.4 Reclaimed asphalt pavement (RAP).** RAP shall not be used.

**401-3.5 Control Strip.** Full production shall not begin until an acceptable control strip has been constructed and accepted in writing by the RPR**.** The Contractor shall prepare and place a quantity of asphalt according to the JMF. The underlying grade or pavement structure upon which the control strip is to be constructed shall be the same as the remainder of the course represented by the control strip.

The Contractor will not be allowed to place the control strip until the Contractor quality control program (CQCP), showing conformance with the requirements of paragraph 401-5.1, has been accepted, in writing, by the RPR.

The control strip will consist of at least 250 tons or 1/2 sublot, whichever is greater. The control strip shall be placed in two lanes of the same width and depth to be used in production with a longitudinal cold joint. The cold joint must be cut back in accordance with paragraph 401-4.14 using the same procedure that will be used during production. The cold joint for the control strip will be an exposed construction joint at least four (4) hours old or when the mat has cooled to less than 160°F. The equipment used in construction of the control strip shall be the same type, configuration and weight to be used on the project.

The control strip will be considered acceptable by the RPR if the gradation, asphalt content, and VMA are within the action limits specified in paragraph 401-5.5a; and Mat density greater than or equal to 94.5%, air voids 3.5% +/- 1%, and joint density greater than or equal to 92.5%.

If the control strip is unacceptable, necessary adjustments to the JMF, plant operation, placing procedures, and/or rolling procedures shall be made and another control strip shall be placed. Unacceptable control strips shall be removed at the Contractor's expense.

The control strip will be considered one lot for payment based upon the average of a minimum of 3 samples (no sublots required for control strip). Payment will only be made for an acceptable control strip in accordance with paragraph 401-8.1 using a lot pay factor equal to 100.

## CONSTRUCTION METHODS

**401-4.1 Weather limitations.** The asphalt shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 4. The temperature requirements may be waived by the RPR, if requested; however, all other requirements including compaction shall be met.

**Table 4. Surface Temperature Limitations of Underlying Course**

| Mat Thickness | Base Temperature (Minimum) | |
|---|---|---|
| | °F | °C |
| 3 inches (7.5 cm) or greater | 40 [1] | 4 |
| Greater than 2 inches (50 mm) but less than 3 inches (7.5 cm) | 45 | 7 |

**401-4.2 Asphalt plant.** Plants used for the preparation of asphalt shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M156 including the following items.

**a. Inspection of plant.** The RPR, or RPR's authorized representative, shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant: verifying weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.

**b. Storage bins and surge bins.** The asphalt mixture stored in storage and/or surge bins shall meet the same requirements as asphalt mixture loaded directly into trucks. Asphalt mixture shall not be stored in storage and/or surge bins for a period greater than twelve (12) hours. If the RPR determines there is an excessive heat loss, segregation, or oxidation of the asphalt mixture due to temporary storage, temporary storage shall not be allowed.

**401-4.3 Aggregate stockpile management.** Aggregate stockpiles shall be constructed in a manner that prevents segregation and intermixing of deleterious materials. Aggregates from different sources shall be stockpiled, weighed and batched separately at the asphalt batch plant. Aggregates that have become segregated or mixed with earth or foreign material shall not be used.

A continuous supply of materials shall be provided to the work to ensure continuous placement.

**401-4.4 Hauling equipment.** Trucks used for hauling asphalt shall have tight, clean, and smooth metal beds. To prevent the asphalt from sticking to the truck beds, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other material approved by the RPR. Petroleum products shall not be used for coating truck beds. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers shall be securely fastened.

**401-4.4.1 Material transfer vehicle (MTV).** Material transfer vehicles are not required.

**401-4.5 Asphalt pavers.** Asphalt pavers shall be self-propelled with an activated heated screed, capable of spreading and finishing courses of asphalt that will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface. The asphalt paver shall be equipped with a control system capable of automatically maintaining the specified screed grade and elevation.

If the spreading and finishing equipment in use leaves tracks or indented areas, or produces other blemishes in the pavement that are not satisfactorily corrected by the scheduled operations, the use of such equipment shall be discontinued.

The paver shall be capable of paving to a minimum width specified in paragraph 401-4.12.

**401-4.6 Rollers.** The number, type, and weight of rollers shall be sufficient to compact the asphalt to the required density while it is still in a workable condition without crushing of the aggregate, depressions or other damage to the pavement surface. Rollers shall be in good condition, clean, and capable of operating at slow speeds to avoid displacement of the asphalt. All rollers shall be specifically designed and suitable for compacting asphalt concrete and shall be properly used. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used.

**401-4.7 Density device.** The Contractor shall have on site a density gauge during all paving operations in order to assist in the determination of the optimum rolling pattern, type of roller and frequencies, as well as to monitor the effect of the rolling operations during production paving. The Contractor shall supply a qualified technician during all paving operations to calibrate the gauge and obtain accurate density readings for all new asphalt. These densities shall be supplied to the RPR upon request at any time during construction. No separate payment will be made for supplying the density gauge and technician.

**401-4.8 Preparation of asphalt binder.** The asphalt binder shall be heated in a manner that will avoid local overheating and provide a continuous supply of the asphalt binder to the mixer at a uniform temperature. The temperature of unmodified asphalt binder delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles, but shall not exceed 325°F (160°C) when added to the aggregate. The temperature of modified asphalt binder shall be no more than 350°F (175°C) when added to the aggregate.

**401-4.9 Preparation of mineral aggregate.** The aggregate for the asphalt shall be heated and dried. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates. The temperature of the aggregate and mineral filler shall not exceed 350°F (175°C) when the asphalt binder is added. Particular care shall be taken that aggregates high in calcium or magnesium content are not damaged by overheating. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

**401-4.10 Preparation of Asphalt mixture.** The aggregates and the asphalt binder shall be weighed or metered and mixed in the amount specified by the JMF. The combined materials shall be mixed until the aggregate obtains a uniform coating of asphalt binder and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but not less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to achieve 95% of coated particles. For continuous mix plants, the minimum mixing time shall be determined by dividing the weight of its contents at operating level by the weight of the mixture delivered per second by the mixer. The moisture content of all asphalt upon discharge shall not exceed 0.5%.

**401-4.11 Application of Prime and Tack Coat.** Immediately before placing the asphalt mixture, the underlying course shall be cleaned of all dust and debris.

A prime coat in accordance with Item P-602 shall be applied to aggregate base prior to placing the asphalt mixture.

A tack coat shall be applied in accordance with Item P-603 to all vertical and horizontal asphalt and concrete surfaces prior to placement of the first and each subsequent lift of asphalt mixture.

**401-4.12 Laydown plan, transporting, placing, and finishing.** Prior to the placement of the asphalt, the Contractor shall prepare a laydown plan with the sequence of paving lanes and width to minimize the number of cold joints; the location of any temporary ramps; laydown temperature; and estimated time of completion for each portion of the work (milling, paving, rolling, cooling, etc.). The laydown plan and any modifications shall be approved by the RPR.

Deliveries shall be scheduled so that placing and compacting of asphalt is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to approximately ambient temperature. The Contractor, at their expense, shall be responsible for repair of any damage to the pavement caused by hauling operations.

Contractor shall survey each lift of asphalt surface course and certify to RPR that every lot of each lift meets the grade tolerances of paragraph 401-6.2d before the next lift can be placed.

Edges of existing asphalt pavement abutting the new work shall be saw cut and the cut off material and laitance removed. Apply a tack coat in accordance with P-603 before new asphalt material is placed against it.

The speed of the paver shall be regulated to eliminate pulling and tearing of the asphalt mat. Placement of the asphalt mix shall begin along the centerline of a crowned section or on the high side of areas with a one way slope unless shown otherwise on the laydown plan as accepted by the RPR. The asphalt mix shall be placed in consecutive adjacent lanes having a minimum width of 10 feet except where edge lanes require less width to complete the area. Additional screed sections attached to widen the paver to meet the minimum lane width requirements must include additional auger sections to move the asphalt mixture uniformly along the screed extension.

The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least one foot; however, the joint in the surface top course shall be at the centerline of crowned pavements. Transverse joints in one course shall be offset by at least 10 feet from transverse joints in the previous course. Transverse joints in adjacent lanes shall be offset a minimum of 10 feet. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the asphalt may be spread and luted by hand tools.

The RPR may at any time, reject any batch of asphalt, on the truck or placed in the mat, which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or overheated asphalt mixture. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the RPR, and if it can be demonstrated in the laboratory, in the presence of the RPR, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

Areas of segregation in the surface course, as determined by the RPR, shall be removed and replaced at the Contractor's expense. The area shall be removed by saw cutting and milling a minimum of the construction lift thickness as specified in paragraph 401-3.3, Table 2 for the approved mix design. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet long.

**401-4.13 Compaction of asphalt mixture.** After placing, the asphalt mixture shall be thoroughly and uniformly compacted by self-propelled rollers. The surface shall be compacted as soon as possible when the asphalt has attained sufficient stability so that the rolling does not cause undue displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of the Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot

mixture and be effective in compaction. Any surface defects and/or displacement occurring as a result of the roller, or from any other cause, shall be corrected at the Contractor's expense.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross-section, and the required field density is obtained. To prevent adhesion of the asphalt to the roller, the wheels shall be equipped with a scraper and kept moistened with water as necessary.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with approved power tampers.

Any asphalt that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

**401-4.14 Joints.** The formation of all joints shall be made to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

The roller shall not pass over the unprotected end of the freshly laid asphalt except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. In both methods, all contact surfaces shall be coated with an asphalt tack coat before placing any fresh asphalt against the joint.

Longitudinal joints which have been left exposed for more than four (4) hours; the surface temperature has cooled to less than 175°F; or are irregular, damaged, uncompacted or otherwise defective shall be cut back with a cutting wheel or pavement saw a maximum of 3 inches to expose a clean, sound, uniform vertical surface for the full depth of the course. All cutback material and any laitance produced from cutting joints shall be removed from the project. Asphalt tack coat in accordance with P-603 shall be applied to the clean, dry joint prior to placing any additional fresh asphalt against the joint. The cost of this work shall be considered incidental to the cost of the asphalt.

**401-4.15 Saw-cut grooving.** Saw-cut grooving is not required.

**401-4.16 Diamond grinding.** Diamond grinding shall be completed prior to pavement grooving. Diamond grinding shall be accomplished by sawing with saw blades impregnated with industrial diamond abrasive.

Diamond grinding shall be performed with a machine designed specifically for diamond grinding capable of cutting a path at least 3 feet wide. The saw blades shall be 1/8-inch wide with a sufficient number of blades to create grooves between 0.090 and 0.130 inches wide; and peaks and ridges approximately 1/32 inch higher than the bottom of the grinding cut. The actual number of blades will be determined by the Contractor and depend on the hardness of the aggregate. Equipment or grinding procedures that cause ravels, aggregate fractures, spalls or disturbance to the pavement will not be permitted. Contractor shall demonstrate to the RPR that the grinding equipment will produce satisfactory results prior to making corrections to surfaces. Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The slurry resulting from the grinding operation shall be continuously removed and the pavement left in a clean condition. The Contractor shall apply a surface treatment per P-608 to all areas that have been subject to grinding.

**401-4.17 Nighttime paving requirements.** The Contractor shall provide adequate lighting during any nighttime construction. A lighting plan shall be submitted by the Contractor and approved by the RPR prior to the start of any nighttime work. All work shall be in accordance with the approved CSPP and lighting plan.

## CONTRACTOR QUALITY CONTROL (CQC)

**401-5.1 General.** The Contractor shall develop a Contractor Quality Control Program (CQCP) in accordance with Item C-100. No partial payment will be made for materials without an approved CQCP.

**401-5.2 Contractor quality control (QC) facilities.** The Contractor shall provide or contract for testing facilities in accordance with Item C-100. The Contractor shall provide laboratory facilities and equipment for the RPR to perform QA testing in the QC laboratory with the RPR's personnel. The RPR shall be permitted unrestricted access to inspect the Contractor's QC facilities and witness QC activities. The RPR will advise the Contractor in writing of any noted deficiencies concerning the QC facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting the test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

**401-5.3 Contractor QC testing.** The Contractor shall perform all QC tests necessary to control the production and construction processes applicable to these specifications and as set forth in the approved CQCP. The testing program shall include, but not necessarily be limited to, tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness. A QC Testing Plan shall be developed as part of the CQCP.

**a. Asphalt content.** A minimum of two tests shall be performed per day in accordance with ASTM D6307 or ASTM D2172 for determination of asphalt content. When using ASTM D6307, the correction factor shall be determined as part of the first test performed at the beginning of plant production; and as part of every tenth test performed thereafter. The asphalt content for the day will be determined by averaging the test results.

**b. Gradation.** Aggregate gradations shall be determined a minimum of twice per day from mechanical analysis of extracted aggregate in accordance with ASTM D5444, ASTM C136, and ASTM C117.

**c. Moisture content of aggregate.** The moisture content of aggregate used for production shall be determined a minimum of once per day in accordance with ASTM C566.

**d. Moisture content of asphalt.** The moisture content shall be determined once per day in accordance with AASHTO T329 or ASTM D1461.

**e. Temperatures.** Temperatures shall be checked, at least four times per day, at necessary locations to determine the temperatures of the dryer, the asphalt binder in the storage tank, the asphalt at the plant, and the asphalt at the job site.

**f. In-place density monitoring.** The Contractor shall conduct any necessary testing to ensure that the specified density is being achieved. A nuclear gauge may be used to monitor the pavement density in accordance with ASTM D2950.

**g. Smoothness for Contractor Quality Control.**

The Contractor shall perform smoothness testing in transverse and longitudinal directions daily to verify that the construction processes are producing pavement with variances less than ¼ inch in 12 feet, identifying areas that may pond water which could lead to hydroplaning of aircraft. If the smoothness criteria is not met, appropriate changes and corrections to the construction process shall be made by the Contractor before construction continues

The Contractor may use a 12-foot "straightedge, a rolling inclinometer meeting the requirements of ASTM E2133 or rolling external reference device that can simulate a 12-foot straightedge approved by the RPR. Straight-edge testing shall start with one-half the length of the straightedge at the edge of pavement section being tested and then moved ahead one-half the length of the straightedge for each successive measurement. Testing shall be continuous across all joints. The surface irregularity shall be determined

by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length, and measuring the maximum gap between the straightedge and the pavement surface in the area between the two high points. If the rolling inclinometer or external reference device is used, the data may be evaluated using the FAA profile program, ProFAA, or FHWA ProVal, using the 12-foot straightedge simulation function.

Smoothness readings shall not be made across grade changes or cross slope transitions. The transition between new and existing pavement shall be evaluated separately for conformance with the plans.

**(1) Transverse measurements.** Transverse measurements shall be taken for each day's production placed. Transverse measurements shall be taken perpendicular to the pavement centerline each 50 feet or more often as determined by the RPR. The joint between lanes shall be tested separately to facilitate smoothness between lanes.

**(2) Longitudinal measurements.** Longitudinal measurements shall be taken for each day's production placed. Longitudinal tests shall be parallel to the centerline of paving; at the center of paving lanes when widths of paving lanes are less than 20 feet (6 m); and at the third points of paving lanes when widths of paving lanes are 20 ft (6 m) or greater. When placement abuts previously placed material the first measurement shall start with one half the length of the straight edge on the previously placed material.

Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4 inch (6 mm) shall be corrected with diamond grinding per paragraph 401-4.16 or by removing and replacing the surface course to full depth. Grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. All areas in which diamond grinding has been performed shall be subject to the final pavement thickness tolerances specified in paragraph 401-6.1d(3). Areas that have been ground shall be sealed with a surface treatment in accordance with Item P-608. To avoid the surface treatment creating any conflict with runway or taxiway markings, it may be necessary to seal a larger area.

Control charts shall be kept to show area of each day's placement and the percentage of corrective grinding required. Corrections to production and placement shall be initiated when corrective grinding is required. If the Contractor's machines and/or methods produce significant areas that need corrective actions in excess of 10 percent of a day's production, production shall be stopped until corrective measures are implemented by the Contractor.

**h. Grade.** Grade shall be evaluated daily to allow adjustments to paving operations when grade measurements do not meet specifications. As a minimum, grade shall be evaluated prior to and after the placement of the first lift and after placement of the surface lift.

Measurements will be taken at appropriate gradelines (as a minimum at center and edges of paving lane) and longitudinal spacing as shown on cross-sections and plans. The final surface of the pavement will not vary from the gradeline elevations and cross-sections shown on the plans by more than 1/2 inch. The documentation will be provided by the Contractor to the RPR by the end of the following working day.

Areas with humps or depressions that exceed grade or smoothness criteria and that retain water on the surface must be ground off provided the course thickness after grinding is not more than 1/2 inch (12 mm) less than the thickness specified on the plans. Grinding shall be in accordance with paragraph 401-4.16.

The Contractor shall repair low areas or areas that cannot be corrected by grinding by removal of deficient areas to the depth of the final course plus ½ inch and replacing with new material. Skin patching is not allowed.

**401-5.4 Sampling.** When directed by the RPR, the Contractor shall sample and test any material that appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.

**401-5.5 Control charts.** The Contractor shall maintain linear control charts for both individual measurements and range (i.e. difference between highest and lowest measurements) for aggregate gradation, asphalt content, and VMA. The VMA for each day will be calculated and monitored by the QC laboratory.

Control charts shall be posted in a location satisfactory to the RPR and kept current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a problem and the Contractor is not taking satisfactory corrective action, the RPR may suspend production or acceptance of the material.

**a. Individual measurements.** Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation, asphalt content, and VMA. The control charts shall use the job mix formula target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

**Control Chart Limits for Individual Measurements**

| Sieve | Action Limit | Suspension Limit |
|---|---|---|
| 3/4 inch (19.0 mm) | ±6% | ±9% |
| 1/2 inch (12.5 mm) | ±6% | ±9% |
| 3/8 inch (9.5 mm) | ±6% | ±9% |
| No. 4 (4.75 mm) | ±6% | ±9% |
| No. 16 (1.18 mm) | ±5% | ±7.5% |
| No. 50 (300 µm) | ±3% | ±4.5% |
| No. 200 (75 µm) | ±2% | ±3% |
| **Asphalt Content** | ±0.45% | ±0.70% |
| **Minimum VMA** | -0.5% | -1.0% |

**b. Range.** Control charts shall be established to control gradation process variability. The range shall be plotted as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of n = 2. Should the Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for n = 3 and by 1.27 for n = 4.

**Control Chart Limits Based on Range**

| Sieve | Suspension Limit |
|---|---|
| 1/2 inch (12.5 mm) | 11% |
| 3/8 inch (9.5 mm) | 11% |
| No. 4 (4.75 mm) | 11% |
| No. 16 (1.18 mm) | 9% |
| No. 50 (300 µm) | 6% |
| No. 200 (75 µm) | 3.5% |
| **Asphalt Content** | 0.8% |

**c. Corrective Action.** The CQCP shall indicate that appropriate action shall be taken when the process is believed to be out of tolerance. The Plan shall contain rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if:

(1) One point falls outside the Suspension Limit line for individual measurements or range; or

(2) Two points in a row fall outside the Action Limit line for individual measurements.

**401-5.6 QC reports.** The Contractor shall maintain records and shall submit reports of QC activities daily, in accordance with Item C-100.

## MATERIAL ACCEPTANCE

**401-6.1 Acceptance sampling and testing.** Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the RPR at no cost to the Contractor except that coring as required in this section shall be completed and paid for by the Contractor.

**a. Quality assurance (QA) testing laboratory**. The QA testing laboratory performing these acceptance tests will be accredited in accordance with ASTM D3666. The QA laboratory accreditation will be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing will be listed on the lab accreditation.

**b. Lot size.** A standard lot will be equal to one day's production divided into approximately equal sublots of between 400 to 600 tons. When only one or two sublots are produced in a day's production, the sublots will be combined with the production lot from the previous or next day.

Where more than one plant is simultaneously producing asphalt for the job, the lot sizes will apply separately for each plant.

**c. Asphalt air voids.** Plant-produced asphalt will be tested for air voids on a sublot basis.

**(1) Sampling.** Material from each sublot shall be sampled in accordance with ASTM D3665. Samples shall be taken from material deposited into trucks at the plant or at the job site in accordance with ASTM D979. The sample of asphalt may be put in a covered metal tin and placed in an oven for not less than 30 minutes nor more than 60 minutes to maintain the material at or above the compaction temperature as specified in the JMF.

**(2) Testing.** Air voids will be determined for each sublot in accordance with ASTM D3203 for a set of three compacted specimens prepared in accordance with ASTM D6926**.**

**d. In-place asphalt mat and joint density.** Each sublot will be tested for in-place mat and joint density as a percentage of the theoretical maximum density (TMD).

**(1) Sampling**. The Contractor will cut minimum 5 inch (125 mm) diameter samples in accordance with ASTM D5361. The Contractor shall furnish all tools, labor, and materials for cleaning, and filling the cored pavement. Laitance produced by the coring operation shall be removed immediately after coring, and core holes shall be filled within one day after sampling in a manner acceptable to the RPR.

**(2) Bond.** Each lift of asphalt shall be bonded to the underlying layer. If cores reveal that the surface is not bonded, additional cores shall be taken as directed by the RPR to determine the extent of unbonded areas. Unbonded areas shall be removed by milling and replaced at no additional cost as directed by the RPR.

**(3) Thickness.** Thickness of each lift of surface course will be evaluated by the RPR for compliance to the requirements shown on the plans after any necessary corrections for grade. Measurements of thickness will be made using the cores extracted for each sublot for density measurement. The maximum allowable deficiency at any point will not be more than 1/4 inch (6 mm) less than the thickness indicated for the lift. Average thickness of lift, or combined lifts, will not be less than the indicated thickness. Where the thickness tolerances are not met, the lot or sublot shall be corrected by the Contractor at his expense by removing the deficient area and replacing with new pavement. The Contractor, at his expense, may take additional cores as approved by the RPR to circumscribe the deficient area.

**(4) Mat density**. One core shall be taken from each sublot. Core locations will be determined by the RPR in accordance with ASTM D3665. Cores for mat density shall not be taken closer than one foot (30 cm) from a transverse or longitudinal joint. The bulk specific gravity of each cored sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each sublot sample by the TMD for that sublot.

**(5) Joint density**. One core centered over the longitudinal joint shall be taken for each sublot that has a longitudinal joint. Core locations will be determined by the RPR in accordance with ASTM D3665. The bulk specific gravity of each core sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each joint density sample by the average TMD for the lot. The TMD used to determine the joint density at joints formed between lots will be the lower of the average TMD values from the adjacent lots.

**401-6.2 Acceptance criteria.**

**a. General.** Acceptance will be based on the implementation of the Contractor Quality Control Program (CQCP) and the following characteristics of the asphalt and completed pavements: air voids, mat density, joint density, and grade**.**

**b. Air Voids and Mat density.** Acceptance of each lot of plant produced material for mat density and air voids will be based on the percentage of material within specification limits (PWL). If the PWL of the lot equals or exceeds 90%, the lot will be acceptable. Acceptance and payment will be determined in accordance with paragraph 401-8.1.

**c. Joint density.** Acceptance of each lot of plant produced asphalt for joint density will be based on the PWL. If the PWL of the lot is equal to or exceeds 90%, the lot will be considered acceptable. If the PWL is less than 90%, the Contractor shall evaluate the reason and act accordingly. If the PWL is less than 80%, the Contractor shall cease operations and until the reason for poor compaction has been determined. If the PWL is less than 71%, the pay factor for the lot used to complete the joint will be reduced by five (5) percentage points. This lot pay factor reduction will be incorporated and evaluated in accordance with paragraph 401-8.1.

**d. Grade.** The final finished surface of the pavement shall be surveyed to verify that the grade elevations and cross-sections shown on the plans do not deviate more than 1/2 inch vertically.

Cross-sections of the pavement shall be taken at a minimum 25-foot longitudinal spacing and at all longitudinal grade breaks and at start and end of each lane placed. Minimum cross-section grade points shall include grade at centerline, crown, ± 12.5' grid from centerline and edge of pavement.

The survey and documentation shall be stamped and signed by a licensed surveyor. Payment for sublots that do not meet grade for over 25% of the sublot shall not be more than 95%.

**e. Profilograph roughness for QA Acceptance.** Not used.

**401-6.3 Percentage of material within specification limits (PWL).** The PWL will be determined in accordance with procedures specified in Item C-110. The specification tolerance limits (L) for lower and (U) for upper are contained in Table 5.

**Table 5. Acceptance Limits for Air Voids and Density**

| Test Property | Pavements Specification Tolerance Limits | |
|---|---|---|
| | **L** | **U** |
| **Air Voids Total Mix (%)** | 2.0 | 5.0 |
| **Surface Course Mat Density (%)** | 92.8 | - |
| **Joint density (%)** | 90.5 | -- |

**a. Outliers.** All individual tests for mat density and air voids will be checked for outliers (test criterion) in accordance with ASTM E178, at a significance level of 5%. Outliers will be discarded, and the PWL will be determined using the remaining test values. The criteria in Table 5 is based on production processes which have a variability with the following standard deviations: Surface Course Mat Density (%), 1.30; Joint Density (%), 1.55.

The Contractor should note that (1) 90 PWL is achieved when consistently producing a surface course with an average mat density of at least 94.5% with 1.30% or less variability, (2) 90 PWL is achieved when consistently producing a base course with an average mat density of at least 94.0% with 1.55% or less variability, and (3) 90 PWL is achieved when consistently producing joints with an average joint density of at least 92.5% with 1.55% or less variability.

**401-6.4 Resampling pavement for mat density.**

**a. General.** Resampling of a lot of pavement will only be allowed for mat density, and then, only if the Contractor requests same, in writing, within 48 hours after receiving the written test results from the RPR. A retest will consist of all the sampling and testing procedures contained in paragraphs 401-6.1d and 401-6.2b. Only one resampling per lot will be permitted.

**(1)** A redefined PWL will be calculated for the resampled lot. The number of tests used to calculate the redefined PWL will include the initial tests made for that lot plus the retests.

**(2)** The cost for resampling and retesting shall be borne by the Contractor.

**b. Payment for resampled lots.** The redefined PWL for a resampled lot will be used to calculate the payment for that lot in accordance with Table 6.

**c. Outliers.** Check for outliers in accordance with ASTM E178, at a significance level of 5%.

## METHOD OF MEASUREMENT

**401-7.1 Measurement.** Asphalt shall be measured by the number of tons of asphalt used in the accepted work. Batch weights or truck scale weights will be used to determine the basis for the tonnage.

## BASIS OF PAYMENT

**401-8.1 Payment.** Payment for a lot of asphalt meeting all acceptance criteria as specified in paragraph 401-6.2 shall be made based on results of tests for mat density and air voids. Payment for acceptable lots shall be adjusted according to paragraph 401-8.1c for mat density and air voids; and paragraph 401-6.2c for joint density, subject to the limitation that:

**a.** The total project payment for plant mix asphalt pavement shall not exceed 106 percent of the product of the contract unit price and the total number of tons of asphalt used in the accepted work.

**b.** The price shall be compensation for furnishing all materials, for all preparation, mixing, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

**c. Basis of adjusted payment.** The pay factor for each individual lot shall be calculated in accordance with Table 6. A pay factor shall be calculated for both mat density and air voids. The lot pay factor shall be the higher of the two values when calculations for both mat density and air voids are 100% or higher. The lot pay factor shall be the product of the two values when only one of the calculations for either mat density or air voids is 100% or higher. The lot pay factor shall be the lower of the two values when calculations for both mat density and air voids are less than 100%. If PWL for joint density is less than 71% then the lot pay factor shall be reduced by 5% but be no higher than 95%.

For each lot accepted, the adjusted contract unit price shall be the product of the lot pay factor for the lot and the contract unit price. Payment shall be subject to the total project payment limitation specified in paragraph 401-8.1a. Payment in excess of 100% for accepted lots of asphalt shall be used to offset payment for accepted lots of asphalt pavement that achieve a lot pay factor less than 100%.

Payment for sublots which do not meet grade in accordance with paragraph 401-6.2d after correction for over 25% of the sublot shall be reduced by 5%.

**Table 6. Price adjustment schedule[1]**

| Percentage of material within specification limits (PWL) | Lot pay factor (percent of contract unit price) |
|---|---|
| 96 – 100 | 106 |
| 90 – 95 | PWL + 10 |
| 75 – 89 | 0.5 PWL + 55 |
| 55 – 74 | 1.4 PWL – 12 |
| Below 55 | Reject [2] |

[1] Although it is theoretically possible to achieve a pay factor of 106% for each lot, actual payment above 100% shall be subject to the total project payment limitation specified in paragraph 401-8.1a.

[2] The lot shall be removed and replaced. However, the RPR may decide to allow the rejected lot to remain. In that case, if the RPR and Contractor agree in writing that the lot shall not be removed, it shall be paid for at 50% of the contract unit price and the total project payment shall be reduced by the amount withheld for the rejected lot.

**d. Profilograph Roughness.** Not used.

**401-8.1 Payment.**

Payment will be made under:

| | |
|---|---|
| Item P-401-8.1 | Asphalt Surface Course - per ton |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM C29 | Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate |
| ASTM C88 | Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate |
| ASTM C117 | Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing |
| ASTM C127 | Standard Test Method for Density, Relative Density (Specific Gravity) and Absorption of Coarse Aggregate |
| ASTM C131 | Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine |
| ASTM C136 | Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates |
| ASTM C142 | Standard Test Method for Clay Lumps and Friable Particles in Aggregates |
| ASTM C566 | Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying |
| ASTM D75 | Standard Practice for Sampling Aggregates |
| ASTM D242 | Standard Specification for Mineral Filler for Bituminous Paving Mixtures |
| ASTM D946 | Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction |
| ASTM D979 | Standard Practice for Sampling Asphalt Paving Mixtures |
| ASTM D1073 | Standard Specification for Fine Aggregate for Asphalt Paving Mixtures |
| ASTM D1188 | Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples |
| ASTM D2172 | Standard Test Method for Quantitative Extraction of Bitumen from Asphalt Paving Mixtures |
| ASTM D1461 | Standard Test Method for Moisture or Volatile Distillates in Asphalt Paving Mixtures |
| ASTM D2041 | Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures |

| | |
|---|---|
| ASTM D2419 | Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate |
| ASTM D2489 | Standard Practice for Estimating Degree of Particle Coating of Bituminous-Aggregate Mixtures |
| ASTM D2726 | Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures |
| ASTM D2950 | Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods |
| ASTM D3203 | Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures |
| ASTM D3381 | Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction |
| ASTM D3665 | Standard Practice for Random Sampling of Construction Materials |
| ASTM D3666 | Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials |
| ASTM D4318 | Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils |
| ASTM D4552 | Standard Practice for Classifying Hot-Mix Recycling Agents |
| ASTM D4791 | Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate |
| ASTM D4867 | Standard Test Method for Effect of Moisture on Asphalt Concrete Paving Mixtures |
| ASTM D5361 | Standard Practice for Sampling Compacted Asphalt Mixtures for Laboratory Testing |
| ASTM D5444 | Standard Test Method for Mechanical Size Analysis of Extracted Aggregate |
| ASTM D5821 | Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate |
| ASTM D6084 | Standard Test Method for Elastic Recovery of Bituminous Materials by Ductilometer |
| ASTM D6307 | Standard Test Method for Asphalt Content of Hot Mix Asphalt by Ignition Method |
| ASTM D6373 | Standard Specification for Performance Graded Asphalt Binder |
| ASTM D6752 | Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Automatic Vacuum Sealing Method |
| ASTM D6925 | Standard Test Method for Preparation and Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the SuperPave Gyratory Compactor. |
| ASTM D6926 | Standard Practice for Preparation of Bituminous Specimens Using Marshall Apparatus |

| | |
|---|---|
| ASTM D6927 | Standard Test Method for Marshall Stability and Flow of Bituminous Mixtures |
| ASTM D6995 | Standard Test Method for Determining Field VMA based on the Maximum Specific Gravity of the Mix (Gmm) |
| ASTM E11 | Standard Specification for Woven Wire Test Sieve Cloth and Test Sieves |
| ASTM E178 | Standard Practice for Dealing with Outlying Observations |
| ASTM E1274 | Standard Test Method for Measuring Pavement Roughness Using a Profilograph |
| ASTM E950 | Standard Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with an Accelerometer Established Inertial Profiling Reference |
| ASTM E2133 | Standard Test Method for Using a Rolling Inclinometer to Measure Longitudinal and Transverse Profiles of a Traveled Surface |

American Association of State Highway and Transportation Officials (AASHTO)

| | |
|---|---|
| AASHTO M156 | Standard Specification for Requirements for Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures. |
| AASHTO T329 | Standard Method of Test for Moisture Content of Hot Mix Asphalt (HMA) by Oven Method |
| AASHTO T324 | Standard Method of Test for Hamburg Wheel-Track Testing of Compacted Asphalt Mixtures |
| AASHTO T 340 | Standard Method of Test for Determining the Rutting Susceptibility of Hot Mix Asphalt (APA) Using the Asphalt Pavement Analyzer (APA) |

Asphalt Institute (AI)

Asphalt Institute Handbook MS-26, Asphalt Binder

Asphalt Institute MS-2 Mix Design Manual, 7th Edition

AI State Binder Specification Database

Federal Highway Administration (FHWA)

Long Term Pavement Performance Binder Program

Advisory Circulars (AC)

| | |
|---|---|
| AC 150/5320-6 | Airport Pavement Design and Evaluation |

FAA Orders

| | |
|---|---|
| 5300.1 | Modifications to Agency Airport Design, Construction, and Equipment Standards |

Software

FAARFIELD

**END OF ITEM P-401**

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# Item P-602 Emulsified Asphalt Prime Coat

## DESCRIPTION

**602-1.1** This item shall consist of an application of emulsified asphalt material on the prepared base course in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

## MATERIALS

**602-2.1 Emulsified Asphalt material.** The emulsified asphalt material shall be as specified in ASTM D3628 for use as a prime coat appropriate to local conditions. The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the emulsified asphalt material. The COA shall be provided to and approved by the Resident Project Representative (RPR) before the emulsified asphalt material is applied. The furnishing of the COA for the emulsified asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

## CONSTRUCTION METHODS

**602-3.1 Weather limitations.** The emulsified asphalt prime coat shall be applied only when the existing surface is dry; the atmospheric temperature is 50°F (10°C) or above, and the temperature has not been below 35°F (2°C) for the 12 hours prior to application; and when the weather is not foggy or rainy. The temperature requirements may be waived when directed by the RPR.

**602-3.2 Equipment.** The equipment shall include a self-powered pressure asphalt material distributor and equipment for heating asphalt material.

Provide a distributor with pneumatic tires of such size and number that the load produced on the base surface does not exceed 65.0 psi of tire width to prevent rutting, shoving or otherwise damaging the base, surface or other layers in the pavement structure. Design and equip the distributor to spray the asphalt material in a uniform coverage at the specified temperature, at readily determined and controlled rates from 0.05 to 1.0 gallons per square yard, with a pressure range of 25 to 75 psi and with an allowable variation from the specified rate of not more than ±5%, and at variable widths. Include with the distributor equipment a separate power unit for the bitumen pump, full-circulation spray bars, tachometer, pressure gauges, volume-measuring devices, adequate heaters for heating of materials to the proper application temperature, a thermometer for reading the temperature of tank contents, and a hand hose attachment suitable for applying asphalt material manually to areas inaccessible to the distributor. Equip the distributor to circulate and agitate the asphalt material during the heating process. If the distributor is not equipped with an operable quick shutoff valve, the prime operations shall be started and stopped on building paper.

A power broom and power blower suitable for cleaning the surfaces to which the asphalt coat is to be applied shall be provided.

Asphalt distributors must be calibrated annually in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

**602-3.3 Application of emulsified asphalt material.** Immediately before applying the prime coat, the full width of the surface to be primed shall be swept with a power broom to remove all loose dirt and other objectionable material.

The asphalt emulsion material shall be uniformly applied with an asphalt distributor at the rate of 0.15 to 0.30 gallons per square yard depending on the base course surface texture. The type of asphalt material and application rate shall be approved by the RPR prior to application.

Following application of the emulsified asphalt material and prior to application of the succeeding layer of pavement, allow the asphalt coat to cure and to obtain evaporation of any volatiles or moisture. Maintain the coated surface until the succeeding layer of pavement is placed, by protecting the surface against damage and by repairing and recoating deficient areas. Allow the prime coat to cure without being disturbed for a period of at least 48 hours or longer, as may be necessary to attain penetration into the treated course. Furnish and spread sand to effectively blot up and cure excess asphalt material. The Contractor shall remove blotting sand prior to asphalt concrete lay down operations at no additional expense to the Owner. Keep traffic off surfaces freshly treated with asphalt material. Provide sufficient warning signs and barricades so that traffic will not travel over freshly treated surfaces.

**602-3.4 Trial application rates**. The Contractor shall apply a minimum of three lengths of at least 100 feet for the full width of the distributor bar to evaluate the amount of emulsified asphalt material that can be satisfactorily applied with the equipment. Apply three different application rates of emulsified asphalt materials within the application range specified in paragraph 602-3.3. Other trial applications can be made using various amounts of material as directed by the RPR. The trial application is to demonstrate the equipment can uniformly apply the emulsified asphalt material within the rates specified and determine the application rate for the project.

**602-3.5 Freight and waybills.** The Contractor shall submit waybills and delivery tickets during the progress of the work. Before the final estimate is allowed, file with the RPR certified waybills and certified delivery tickets for all emulsified asphalt materials used in the construction of the pavement covered by the contract. Do not remove emulsified asphalt material from storage until the initial outage and temperature measurements have been taken. The delivery or storage units will not be released until the final outage has been taken.

## METHOD OF MEASUREMENT

**602-4.1** The emulsified asphalt material for prime coat shall be measured by the ton. Volume shall be corrected to the volume at 60°F in accordance with ASTM D4311. The emulsified asphalt material paid for will be the measured quantities used in the accepted work, provided that the measured quantities are not 10% over the specified application rate. Any amount of emulsified asphalt material more than 10% over the specified application rate for each application will be deducted from the measured quantities, except for irregular areas where hand spraying of the emulsified asphalt material is necessary. Water added to emulsified asphalt will not be measured for payment.

## BASIS OF PAYMENT

**602-5.1** Payment shall be made at the contract unit price per ton for emulsified asphalt prime coat. This price shall be full compensation for furnishing all materials and for all preparation, delivering, and applying the materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

| | |
|---|---|
| Item P-602-5.1 | Emulsified Asphalt Prime Coat - per ton |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM D2995 | Standard Practice for Estimating Application Rate and Residual Application Rate of Bituminous Distributors |
| ASTM D3628 | Standard Practice for Selection and Use of Emulsified Asphalts |

**END OF ITEM P-602**

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# Item P-603 Emulsified Asphalt Tack Coat

## DESCRIPTION

**603-1.1** This item shall consist of preparing and treating an asphalt or concrete surface with asphalt material in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

## MATERIALS

**603-2.1 Asphalt materials.** The asphalt material shall be an emulsified asphalt as specified in ASTM D3628 as an asphalt application for tack coat appropriate to local conditions. The emulsified asphalt shall not be diluted. The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the asphalt material to the Resident Project Representative (RPR) before the asphalt material is applied for review and acceptance. The furnishing of COA for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

## CONSTRUCTION METHODS

**603-3.1 Weather limitations.** The tack coat shall be applied only when the existing surface is dry and the atmospheric temperature is 50°F or above; the temperature has not been below 35°F for the 12 hours prior to application; and when the weather is not foggy or rainy. The temperature requirements may be waived when directed by the RPR.

**603-3.2 Equipment.** The Contractor shall provide equipment for heating and applying the emulsified asphalt material. The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour or seven (700) feet per minute.

The equipment will be tested under pressure for leaks and to ensure proper set-up before use to verify truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application, spray-bar height and pressure and pump speed, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.

The distributor truck shall be equipped with a minimum 12-foot spreader spray bar with individual nozzle control with computer-controlled application rates. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion, and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy. If the distributor is not equipped with an operable quick shutoff valve, the prime operations shall be started and stopped on building paper.

The distributor truck shall be equipped to effectively heat and mix the material to the required temperature prior to application as required. Heating and mixing shall be done in accordance with the manufacturer's recommendations. Do not overheat or over mix the material.

The distributor shall be equipped with a hand sprayer.

Asphalt distributors must be calibrated annually in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

A power broom and/or power blower suitable for cleaning the surfaces to which the asphalt tack coat is to be applied shall be provided.

**603-3.3 Application of emulsified asphalt material.** The emulsified asphalt shall not be diluted. Immediately before applying the emulsified asphalt tack coat, the full width of surface to be treated shall be swept with a power broom and/or power blower to remove all loose dirt and other objectionable material.

The emulsified asphalt material shall be uniformly applied with an asphalt distributor at the rates appropriate for the conditions and surface specified in the table below. The type of asphalt material and application rate shall be approved by the RPR prior to application.

**Emulsified Asphalt**

| Surface Type | Residual Rate, gal/SY | Emulsion Application Bar Rate, gal/SY |
|---|---|---|
| **New asphalt** | 0.02-0.05 | 0.03-0.07 |
| **Existing asphalt** | 0.04-0.07 | 0.06-0.11 |

After application of the tack coat, the surface shall be allowed to cure without being disturbed for the period of time necessary to permit drying and setting of the tack coat. This period shall be determined by the RPR. The Contractor shall protect the tack coat and maintain the surface until the next course has been placed. When the tack coat has been disturbed by the Contractor, tack coat shall be reapplied at the Contractor's expense.

**603-3.4 Freight and waybills** The Contractor shall submit waybills and delivery tickets, during progress of the work. Before the final statement is allowed, file with the RPR certified waybills and certified delivery tickets for all emulsified asphalt materials used in the construction of the pavement covered by the contract. Do not remove emulsified asphalt material from storage until the initial outage and temperature measurements have been taken. The delivery or storage units will not be released until the final outage has been taken.

## METHOD OF MEASUREMENT

**603-4.1** The emulsified asphalt material for tack coat shall be measured by the ton. Volume shall be corrected to the volume at 60°F in accordance with ASTM D1250. The emulsified asphalt material paid for will be the measured quantities used in the accepted work, provided that the measured quantities are not 10% over the specified application rate. Any amount of emulsified asphalt material more than 10% over the specified application rate for each application will be deducted from the measured quantities, except for irregular areas where hand spraying of the emulsified asphalt material is necessary. Water added to emulsified asphalt will not be measured for payment.

## BASIS OF PAYMENT

**603.5-1** Payment shall be made at the contract unit price per ton of emulsified asphalt material. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-603-5.1 Emulsified Asphalt Tack Coat – per ton

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM D1250 | Standard Guide for Use of the Petroleum Measurement Tables |
| ASTM D2995 | Standard Practice for Estimating Application Rate and Residual Application Rate of Bituminous Distributors |
| ASTM D3628 | Standard Practice for Selection and Use of Emulsified Asphalts |

## END ITEM P-603

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## Item P-605 Joint Sealants for Pavements

### DESCRIPTION

**605-1.1** This item will consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement.

### MATERIALS

**605-2.1 Joint sealants.** Joint sealant materials must meet the requirements of ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements, Type II.

Each lot or batch of sealant must be delivered to the jobsite in the manufacturer's original sealed container. Each container must be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and must be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

**605-2.2 Backer rod.** The material furnished must be a compressible, non-shrinking, non-staining, non-absorbing material that is non-reactive with the joint sealant in accordance with ASTM D5249. The backer-rod material must be 25% ± 5 % larger in diameter than the nominal width of the joint.

**605-2.3 Bond breaking tapes.** Not applicable.

### CONSTRUCTION METHODS

**605-3.1 Time of application.** Joints must be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature must be 50°F (10°C) and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

**605-3.2 Equipment.** Machines, tools, and equipment used in the performance of the work required by this section must be approved before the work is started and maintained in satisfactory condition at all times. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, seven (7) days prior to use on the project.

**a. Tractor-Mounted Routing Tool.** Not Used

**b. Concrete saw.** Provide a self-propelled power saw, with water-cooled diamond or abrasive saw blades, for cutting joints to the depths and widths specified.

**c. Sandblasting Equipment.** Not Used

**d. Waterblasting equipment**. The Contractor must demonstrate waterblasting equipment including the pumps, hose, guide and nozzle size, under job conditions, before approval in accordance with paragraph 605-3.3. The Contractor must demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

**e. Hand tools**. Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.

**f. Hot-poured sealing equipment**. The unit applicators used for heating and installing ASTM D6690 joint sealant materials must be mobile and must be equipped with a double-boiler, agitator-type kettle with

an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the joint to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer for indicating the temperature of the sealant. The applicator unit must be designed so that the sealant will circulate through the delivery hose and return to the inner kettle when not in use.

**g. Hot-poured sealing equipment**. Not Used

**605-3.3 Preparation of joints.** Pavement joints for application of material in this specification must be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. The Contractor must demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

**a. Sawing**. All joints shall be sawed, if necessary, in accordance with specifications and plan details. Immediately after sawing the joint, the resulting slurry shall be completely removed from joint and adjacent area by flushing with a jet of water, and by use of other tools as necessary.

**b. Sealing**. Immediately before sealing, the joints must be thoroughly cleaned of all remaining laitance, curing compound, filler, protrusions of hardened concrete, old sealant and other foreign material from the sides and upper edges of the joint space to be sealed. Cleaning must be accomplished by waterblaster as specified in paragraph 605-3.2. The newly exposed concrete joint faces and the pavement surface extending a minimum of 1/2 inch (12 mm) from the joint edge must be waterblasted clean. Waterblasting must be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 inches (75 mm) from it. After final cleaning and immediately prior to sealing, blow out the joints with compressed air and leave them completely free of debris and water. Only air compressors with operable oil and water traps must be used. The joint faces must be surface dry when the seal is applied.

**c. Backer Rod.** When the joint opening is of a greater depth than indicated for the sealant depth, plug or seal off the lower portion of the joint opening using a backer rod in accordance with paragraph 605-2.2 to prevent the entrance of the sealant below the specified depth. The backer rod must be installed such that the depth to width ratio of the void above the backer rods is 1.0. Take care to ensure that the backer rod is placed at the specified depth and is not stretched or twisted during installation.

**d. Bond-breaking tape.** Not applicable.

**605-3.4 Installation of sealants.** Joints and cracks must be inspected for proper width, depth, alignment, and preparation, and must be approved by the RPR before sealing is allowed. Sealants must be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet (15 m) ahead of the joint sealing operations, perform a final cleaning with compressed air. Fill the joints and cracks from the bottom up to the top of pavement surface. No depression of the joint sealant over the joint or crack will be allowed. If the sealant subsides, leaving a depression in the top of the sealant, additional sealant must be applied within one week of original sealing operations to fill the depression. This additional sealant, if required must be included in the unit price bid for the crack or joint seal item. Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case must gravity methods or pouring pots be used to install the sealant material. Traffic must not be permitted over newly sealed pavement until authorized by the RPR. When a primer is recommended by the manufacturer, apply it evenly to the joint faces in accordance with the manufacturer's instructions. Check the joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

**605-3.5 Inspection.** The Contractor must inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids.

Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project must be removed from the joint, wasted, and replaced as specified at no additional cost to the airport.

**605-3.6 Clean-up.** Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

## METHOD OF MEASUREMENT

**605-4.1** Joint sealing material will be measured by the linear foot of sealant in place, completed, and accepted.

## BASIS OF PAYMENT

**605-5.1** Payment for joint sealing material will be made at the contract unit price per linear foot. The price will be full compensation for furnishing all materials, for all preparation, delivering, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

| | |
|---|---|
| Item P-605-5.1 | Joint Sealing Filler, per linear foot |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM D789 | Standard Test Method for Determination of Relative Viscosity of Polyamide (PA) |
| ASTM D5249 | Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints |
| ASTM D6690 | Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt |

Advisory Circulars (AC)

| | |
|---|---|
| AC 150/5340-30 | Design and Installation Details for Airport Visual Aids |

## END ITEM P-605

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## Item P-610 Concrete for Miscellaneous Structures

### DESCRIPTION

**610-1.1** This item shall consist of concrete and reinforcement, as shown on the plans, prepared and constructed in accordance with these specifications. This specification shall be used for all concrete which are cast-in-place.

### MATERIALS

**610-2.1 General.** Only approved materials, conforming to the requirements of these specifications, shall be used in the work. Materials may be subject to inspection and tests at any time during their preparation or use. The source of all materials shall be approved by the Resident Project Representative (RPR) before delivery or use in the work. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be stored and handled to ensure preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed in them.

The use of pit-run aggregates shall not be permitted unless the pit-run aggregate has been screened and washed, and all fine and coarse aggregates stored separately and kept clean. The mixing of different aggregates from different sources in one storage stockpile or alternating batches of different aggregates shall not be permitted.

**a. Reactivity.** Fine aggregate and coarse aggregates to be used in all concrete shall have been tested separately within six months of the project in accordance with ASTM C1260. Test results shall be submitted to the RPR. The aggregate shall be considered innocuous if the expansion of test specimens, tested in accordance with ASTM C1260, does not exceed 0.08% at 14 days (16 days from casting). If the expansion either or both test specimen is greater than 0.08% at 14 days, but less than 0.20%, a minimum of 25% of Type F fly ash, or between 40% and 55% of slag cement shall be used in the concrete mix.

If the expansion is greater than 0.20% the aggregates shall not be used, and test results for other aggregates must be submitted for evaluation.

**610-2.2 Coarse aggregate.** The coarse aggregate for concrete shall meet the requirements of ASTM C33 and the requirements of Table 4, Class Designation 5S; and the grading requirements shown below, as required for the project.

**Coarse Aggregate Grading Requirements**

| Maximum Aggregate Size | ASTM C33, Table 3 Grading Requirements (Size No.) |
|---|---|
| 1 inch (25 mm) | 57 |

**610-2.2.1 Coarse Aggregate susceptibility to durability (D) cracking.** Not used.

**610-2.3 Fine aggregate.** The fine aggregate for concrete shall meet all fine aggregate requirements of ASTM C33.

**610-2.4 Cement.** Cement shall conform to the requirements of ASTM C 150, Type II or ASTM C 595, Type IP.

**610-2.5 Cementitious materials.**

**a. Fly ash.** Fly ash shall meet the requirements of ASTM C618, with the exception of loss of ignition, where the maximum shall be less than 6%. Fly ash shall have a Calcium Oxide (CaO) content of less than 13% and a total available alkali content less than 3% per ASTM C311. Fly ash produced in furnace operations using liming materials or soda ash (sodium carbonate) as an additive shall not be acceptable. The Contractor shall furnish the previous three most recent, consecutive ASTM C618 reports for each source of fly ash proposed in the concrete mix, and shall furnish each additional report as they become available during the project. The reports can be used for acceptance or the material may be tested independently by the RPR.

**b. Slag cement (ground granulated blast furnace (GGBF)).** Slag cement shall conform to ASTM C989, Grade 100 or Grade 120. Slag cement shall be used only at a rate between 25% and 55% of the total cementitious material by mass.

**610-2.6 Water.** Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

**610-2.7 Admixtures.** The Contractor shall submit certificates indicating that the material to be furnished meets all of the requirements indicated below. In addition, the RPR may require the Contractor to submit complete test data from an approved laboratory showing that the material to be furnished meets all of the requirements of the cited specifications. Subsequent tests may be made of samples taken by the RPR from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.

**a. Air-entraining admixtures**. Air-entraining admixtures shall meet the requirements of ASTM C260 and shall consistently entrain the air content in the specified ranges under field conditions. The air-entrainment agent and any water reducer admixture shall be compatible.

**b. Water-reducing admixtures**. Water-reducing admixture shall meet the requirements of ASTM C494, Type A, B, or D. ASTM C494, Type F and G high range water reducing admixtures and ASTM C1017 flowable admixtures shall not be used.

**c. Other chemical admixtures**. The use of set retarding, and set-accelerating admixtures shall be approved by the RPR. Retarding shall meet the requirements of ASTM C494, Type A, B, or D and set-accelerating shall meet the requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

**610-2.8 Premolded joint material.** Premolded joint material for expansion joints shall meet the requirements of ASTM D1751 or D1752.

**610-2.9 Joint filler.** The filler for joints shall meet the requirements of Item P-605, unless otherwise specified.

**610-2.10 Steel reinforcement.** Reinforcing shall consist of reinforcing steel conforming to the requirements of ASTM A615.

**610-2.11 Materials for curing concrete.** Curing materials shall conform to ASTM C309 for White-Pigmented Liquid Membrane-Forming Compound, Type 2, Class B.

## CONSTRUCTION METHODS

**610-3.1 General.** The Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work as shown on the drawings and specified here. All machinery and equipment used by the Contractor on the work, shall be of sufficient size to meet the requirements of the work. All work shall be subject to the inspection and approval of the RPR.

**610-3.2 Concrete Mixture.** The concrete shall develop a compressive strength of 4,000 psi in 28 days as determined by test cylinders made in accordance with ASTM C31 and tested in accordance with ASTM C39. The concrete shall contain not less than 470 pounds of cementitious material per cubic yard (280 kg per cubic meter). The water cementitious ratio shall not exceed 0.45 by weight. The air content of the concrete shall be 5% +/- 1.2% as determined by ASTM C231 and shall have a slump of not more than 4 inches (100 mm) as determined by ASTM C143.

**610-3.3 Mixing.** Concrete may be mixed at the construction site, at a central point, or wholly or in part in truck mixers. The concrete shall be mixed and delivered in accordance with the requirements of ASTM C94 or ASTM C685.

The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40°F (4°C) without the RPRs approval. If approval is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F (10°C) nor more than 100°F (38°C). The Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his expense.

Retempering of concrete by adding water or any other material is not permitted.

The rate of delivery of concrete to the job shall be sufficient to allow uninterrupted placement of the concrete.

**610-3.4 Forms**. Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the RPR. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to build the structure as shown on the plans. The forms shall be true to line and grade and shall be mortar-tight and sufficiently rigid to prevent displacement and sagging between supports. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes. The Contractor shall be responsible for their adequacy.

The internal form ties shall be arranged so no metal will show in the concrete surface or discolor the surface when exposed to weathering when the forms are removed. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied immediately before the concrete is placed. Forms shall be constructed so they can be removed without injuring the concrete or concrete surface.

**610-3.5 Placing reinforcement.** All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concrete placement. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. Shop drawings, lists, and bending details shall be supplied by the Contractor when required.

**610-3.6 Embedded items.** Before placing concrete, all embedded items shall be firmly and securely fastened in place as indicated. All embedded items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The concrete shall be spaded and consolidated around and against embedded items. The embedding of wood shall not be allowed.

**610-3.7 Concrete Consistency**. The Contractor shall monitor the consistency of the concrete delivered to the project site; collect each batch ticket; check temperature; and perform slump tests on each truck at the project site in accordance with ASTM C143.

**610-3.8 Placing concrete.** All concrete shall be placed during daylight hours, unless otherwise approved. The concrete shall not be placed until the depth and condition of foundations, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved by the RPR. Concrete shall be placed as soon as practical after mixing, but in no case later than one (1) hour after water has been added to the mix. The method and manner of placing shall avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. The concrete shall not be dropped from a height of more than 5 feet (1.5 m). Concrete shall be deposited as nearly as practical in its final position to avoid segregation due to rehandling or flowing. Do not subject concrete to procedures

which cause segregation. Concrete shall be placed on clean, damp surfaces, free from running water, or on a properly consolidated soil foundation.

**610-3.9 Vibration.** Vibration shall follow the guidelines in American Concrete Institute (ACI) Committee 309R, Guide for Consolidation of Concrete.

**610-3.10 Joints.** Joints shall be constructed as indicated on the plans.

**610-3.11 Finishing.** All exposed concrete surfaces shall be true, smooth, and free from open or rough areas, depressions, or projections. All concrete horizontal plane surfaces shall be brought flush to the proper elevation with the finished top surface struck-off with a straightedge and floated.

**610-3.12 Curing and protection.** All concrete shall be properly cured in accordance with the recommendations in American Concrete Institute (ACI) 308R, Guide to External Curing of Concrete. The concrete shall be protected from damage until project acceptance.

**610-3.13 Cold weather placing.** When concrete is placed at temperatures below 40°F (4°C), follow the cold weather concreting recommendations found in ACI 306R, Cold Weather Concreting.

**610-3.14 Hot weather placing.** When concrete is placed in hot weather greater than 85ºF (30 ºC), follow the hot weather concreting recommendations found in ACI 305R, Hot Weather Concreting.

## QUALITY ASSURANCE (QA)

**610-4.1 Quality Assurance sampling and testing**. Concrete for each day's placement will be accepted on the basis of the compressive strength specified in paragraph 610-3.2. The RPR will sample the concrete in accordance with ASTM C172; test the slump in accordance with ASTM C143; test air content in accordance with ASTM C231; make and cure compressive strength specimens in accordance with ASTM C31; and test in accordance with ASTM C39. The QA testing agency will meet the requirements of ASTM C1077.

The Contractor shall provide adequate facilities for the initial curing of cylinders.

**610-4.2 Defective work.** Any defective work that cannot be satisfactorily repaired as determined by the RPR, shall be removed and replaced at the Contractor's expense. Defective work includes, but is not limited to, uneven dimensions, honeycombing and other voids on the surface or edges of the concrete.

## METHOD OF MEASUREMENT

**610-5.1** Concrete shall be considered incidental to all items unless specified herein and no separate measurement shall be made.

**610-5.2** Concrete cap for existing utilities shall be measured by the number of linear feet of concrete cap installed.

## BASIS OF PAYMENT

**610-6.1** Concrete shall be considered incidental to all items unless specified herein and no separate payment shall be made.

**610-6.2** Payment shall be made at the contract price by the number or linear feet of concrete cap existing utilities.

These prices shall be full compensation for furnishing all materials including reinforcement and embedded items and for all preparation, delivery, installation, and curing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

| | |
|---|---|
| Item P-610-6.1 | Concrete Cap Existing Utilities – per linear foot |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM A184 | Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement |
| ASTM A615 | Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement |
| ASTM A704 | Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement |
| ASTM A706 | Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement |
| ASTM A775 | Standard Specification for Epoxy-Coated Steel Reinforcing Bars |
| ASTM A884 | Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement |
| ASTM A934 | Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars |
| ASTM A1064 | Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete |
| ASTM C31 | Standard Practice for Making and Curing Concrete Test Specimens in the Field |
| ASTM C33 | Standard Specification for Concrete Aggregates |
| ASTM C39 | Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens |
| ASTM C94 | Standard Specification for Ready-Mixed Concrete |
| ASTM C136 | Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates |
| ASTM C114 | Standard Test Methods for Chemical Analysis of Hydraulic Cement |
| ASTM C136 | Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates |
| ASTM C143 | Standard Test Method for Slump of Hydraulic-Cement Concrete |
| ASTM C150 | Standard Specification for Portland Cement |
| ASTM C171 | Standard Specification for Sheet Materials for Curing Concrete |
| ASTM C172 | Standard Practice for Sampling Freshly Mixed Concrete |
| ASTM C231 | Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method |

| | |
|---|---|
| ASTM C260 | Standard Specification for Air-Entraining Admixtures for Concrete |
| ASTM C309 | Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete |
| ASTM C311 | Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete |
| ASTM C494 | Standard Specification for Chemical Admixtures for Concrete |
| ASTM C618 | Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete |
| ASTM C666 | Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing |
| ASTM C685 | Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing |
| ASTM C989 | Standard Specification for Slag Cement for Use in Concrete and Mortars |
| ASTM C1017 | Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete |
| ASTM C1077 | Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation |
| ASTM C1157 | Standard Performance Specification for Hydraulic Cement |
| ASTM C1260 | Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method) |
| ASTM C1365 | Standard Test Method for Determination of the Proportion of Phases in Portland Cement and Portland-Cement Clinker Using X-Ray Powder Diffraction Analysis |
| ASTM C1602 | Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete |
| ASTM D1751 | Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Asphalt Types) |
| ASTM D1752 | Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction |

American Concrete Institute (ACI)

| | |
|---|---|
| ACI 305R | Hot Weather Concreting |
| ACI 306R | Cold Weather Concreting |
| ACI 308R | Guide to External Curing of Concrete |
| ACI 309R | Guide for Consolidation of Concrete |

**END OF ITEM P-610**

## Item P-620 Runway and Taxiway Marking

### DESCRIPTION

**620-1.1** This item shall consist of the preparation and painting of markings and stripes on the surface of taxiways and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification.

### MATERIALS

**620-2.1 Materials acceptance.** The Contractor shall furnish manufacturer's certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer's surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

**620-2.2 Marking materials.**

**Table 1. Marking Materials**

| Paint[1] | | | | Glass Beads[2] | |
|---|---|---|---|---|---|
| **Type** | **Color** | **Fed Std. 595 Number** | **Application Rate Maximum** | **Type** | **Application Rate Minimum** |
| I | White | 37925 | 115 $ft^2$/gal. max. | III | 10 lb./gal. min. |
| I | Yellow | 33538 or 33655 | 115 $ft^2$/gal. max. | III | 10 lb./gal. min. |

**[1] See paragraph 620-2.2a**

**[2] See paragraph 620-2.2b**

**a. Paint**. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

**Waterborne**. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type I or II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

**b. Reflective media.** Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type III.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black paint.

## CONSTRUCTION METHODS

**620-3.1 Weather limitations.** Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

**620-3.2 Equipment.** Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

**620-3.3 Preparation of surfaces.** Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminates that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

**a. Preparation of new pavement surfaces.** The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

**b. Preparation of pavement to remove existing markings.** Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

**c. Preparation of pavement markings prior to remarking.** Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

**620-3.4 Layout of markings.** The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be as shown on the plans.

**620-3.5 Application.** A period of 1 week shall elapse between placement of surface course and application of the paint and reflective media for all permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch in 50 feet, and marking dimensions and spacing shall be within the following tolerances:

| Dimension and Spacing | Tolerance |
|---|---|
| 36 inches or less | ± ½ inch |
| greater than 36 inches to 6 feet | ± 1 inch |
| greater than 6 feet to 60 feet | ± 2 inch |

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

**620-3.6 Application--preformed thermoplastic airport pavement markings.** Not applicable.

**620-3.7 Control strip.** Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

**620-3.8 Retro-reflectance**. Not used.

**620-3.9 Protection and cleanup.** After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

## Method of Measurement

**620-4.1b** The quantity of markings shall be paid for shall be measured by the number of square feet of painting.

**620-4.1c** The quantity of reflective media shall be paid for by the number of pounds of reflective media.

## Basis of Payment

**620-5.1** This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

**620-5.2** Payment for markings shall be made at the contract price for the number of square feet of painting, this payment shall include all surface preparation required prior to the application of markings.

**620-5.3** Payment for reflective media shall be made at the contract unit price for the number of pounds of reflective media**.**

Payment will be made under:

| | |
|---|---|
| Item P-620-5.2 | Marking - per square foot |
| Item P-620-5.3 | Reflective Media - per Pound |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM D476 | Standard Classification for Dry Pigmentary Titanium Dioxide Products |
| ASTM D968 | Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive |
| ASTM D1652 | Standard Test Method for Epoxy Content of Epoxy Resins |
| ASTM D2074 | Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method |
| ASTM D2240 | Standard Test Method for Rubber Property - Durometer Hardness |
| ASTM D7585 | Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments |
| ASTM E303 | Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester |
| ASTM E1710 | Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer |
| ASTM E2302 | Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer |
| ASTM G154 | Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials |

Code of Federal Regulations (CFR)

| | |
|---|---|
| 40 CFR Part 60, Appendix A-7, Method 24 | Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings |
| 29 CFR Part 1910.1200 | Hazard Communication |

Federal Specifications (FED SPEC)

| | |
|---|---|
| FED SPEC TT-B-1325D | Beads (Glass Spheres) Retro-Reflective |
| FED SPEC TT-P-1952F | Paint, Traffic and Airfield Marking, Waterborne |
| FED STD 595 | Colors used in Government Procurement |

Commercial Item Description

| | |
|---|---|
| A-A-2886B | Paint, Traffic, Solvent Based |

Advisory Circulars (AC)

| | |
|---|---|
| AC 150/5340-1 | Standards for Airport Markings |
| AC 150/5320-12 | Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces |

**END OF ITEM P-620**

*APPENDIX A*
*CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)*

# APPENDIX A

# MADERA MUNICIPAL AIRPORT
# MADERA, CALIFORNIA

## REHABILITATE APRON A2 AND HANGAR TAXILANES

## AIP NO. 3-06-0144-___-2025

## CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

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**September 25, 2024**
**(Revised January 2, 2025)**

## APPENDIX C. SAFETY AND PHASING PLAN CHECKLIST

This appendix is keyed to Chapter 2. In the electronic version of this AC, clicking on the paragraph designation in the Reference column will access the applicable paragraph. There may be instances where the CSPP requires provisions that are not covered by the list in this appendix.

This checklist is intended as an aid, not a required submittal.

**Table C-1. CSPP Checklist**

| Coordination | Reference | Addressed? | | | Remarks |
|---|---|---|---|---|---|
| | | Yes | No | NA | |
| **General Considerations** | | | | | |
| Requirements for predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction are specified. | 2.5 | X | | | |
| Operational safety is a standing agenda item for construction progress meetings. | 2.5 | X | | | |
| Scheduling of the construction phases is properly addressed. | 2.6 | X | | | |
| Any formal agreements are established. | 2.5.3 | | | X | |
| **Areas and Operations Affected by Construction Activity** | | | | | |
| Drawings showing affected areas are included. | 2.7.1 | X | | | |
| Closed or partially closed runways, taxiways, and aprons are depicted on drawings. | 2.7.1.1 | X | | | |
| Access routes used by ARFF vehicles affected by the project are addressed. | 2.7.1.2 | X | | | |
| Access routes used by airport and airline support vehicles affected by the project are addressed. | 2.7.1.3 | X | | | |
| Underground utilities, including water supplies for firefighting and drainage. | 2.7.1.4 | X | | | |

| Coordination | Reference | Addressed? | | | Remarks |
|---|---|---|---|---|---|
| | | Yes | No | NA | |
| Approach/departure surfaces affected by heights of temporary objects are addressed. | 2.7.1.5 | X | | | |
| Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads are properly depicted on drawings. | 2.7.1 | X | | | |
| Temporary changes to taxi operations are addressed. | 2.7.2.1 | X | | | |
| Detours for ARFF and other airport vehicles are identified. | 2.7.2.2 | X | | | |
| Maintenance of essential utilities and underground infrastructure is addressed. | 2.7.2.3 | X | | | |
| Temporary changes to air traffic control procedures are addressed. | 2.7.2.4 | X | | | |
| **NAVAIDs** | | | | | |
| Critical areas for NAVAIDs are depicted on drawings. | 2.8 | X | | | |
| Effects of construction activity on the performance of NAVAIDS, including unanticipated power outages, are addressed. | 2.8 | X | | | |
| Protection of NAVAID facilities is addressed. | 2.8 | X | | | |
| The required distance and direction from each NAVAID to any construction activity is depicted on drawings. | 2.8 | X | | | |
| Procedures for coordination with FAA ATO/Technical Operations, including identification of points of contact, are included. | 2.8, 2.13.1, 2.13.5.3.1, 2.18.1 | X | | | |
| **Contractor Access** | | | | | |
| The CSPP addresses areas to which contractor will have access and how | 2.9 | X | | | |

| Coordination | Reference | Addressed? | | | Remarks |
|---|---|---|---|---|---|
| | | Yes | No | NA | |
| the areas will be accessed. | | | | | |
| The application of 49 CFR Part 1542 Airport Security, where appropriate, is addressed. | 2.9 | | | X | |
| The location of stockpiled construction materials is depicted on drawings. | 2.9.1 | X | | | |
| The requirement for stockpiles in the ROFA to be approved by FAA is included. | 2.9.1 | X | | | |
| Requirements for proper stockpiling of materials are included. | 2.9.1 | X | | | |
| Construction site parking is addressed. | 2.9.2.1 | X | | | |
| Construction equipment parking is addressed. | 2.9.2.2 | X | | | |
| Access and haul roads are addressed. | 2.9.2.3 | X | | | |
| A requirement for marking and lighting of vehicles to comply with AC 150/5210-5*, Painting, Marking and Lighting of Vehicles Used on an Airport,* is included. | 2.9.2.4 | X | | | |
| Proper vehicle operations, including requirements for escorts, are described. | 2.9.2.5, 2.9.2.6 | X | | | |
| Training requirements for vehicle drivers are addressed. | 2.9.2.7 | X | | | |
| Two-way radio communications procedures are described. | 2.9.2.9 | X | | | |
| Maintenance of the secured area of the airport is addressed. | 2.9.2.10 | X | | | |
| **Wildlife Management** | | | | | |
| The airport operator's wildlife management procedures are addressed. | 2.10 | X | | | |

| Coordination | Reference | Addressed? | | | Remarks |
|---|---|---|---|---|---|
| | | Yes | No | NA | |
| **Foreign Object Debris Management** | | | | | |
| The airport operator's FOD management procedures are addressed. | 2.11 | X | | | |
| **Hazardous Materials Management** | | | | | |
| The airport operator's hazardous materials management procedures are addressed. | 2.12 | X | | | |
| **Notification of Construction Activities** | | | | | |
| Procedures for the immediate notification of airport user and local FAA of any conditions adversely affecting the operational safety of the airport are detailed. | 2.13 | X | | | |
| Maintenance of a list by the airport operator of the responsible representatives/points of contact for all involved parties and procedures for contacting them 24 hours a day, seven days a week is specified. | 2.13.1 | X | | | |
| A list of local ATO/Technical Operations personnel is included. | 2.13.1 | | | X | |
| A list of ATCT managers on duty is included. | 2.13.1 | | | X | |
| A list of authorized representatives to the OCC is included. | 2.13.2 | | | X | |
| Procedures for coordinating, issuing, maintaining and cancelling by the airport operator of NOTAMS about airport conditions resulting from construction are included. | 2.8, 2.13.2, 2.18.3.3.9 | X | | | |
| Provision of information on closed or hazardous conditions on airport movement areas by the airport operator to the OCC is specified. | 2.13.2 | | | X | |
| Emergency notification procedures for medical, fire fighting, and police | 2.13.3 | X | | | |

| Coordination | Reference | Addressed? | | | Remarks |
|---|---|---|---|---|---|
| | | Yes | No | NA | |
| response are addressed. | | | | | |
| Coordination with ARFF personnel for non-emergency issues is addressed. | 2.13.4 | X | | | |
| Notification to the FAA under 14 CFR parts 77 and 157 is addressed. | 2.13.5 | | | X | |
| Reimbursable agreements for flight checks and/or design and construction for FAA owned NAVAIDs are addressed. | 2.13.5.3.2 | | | X | |
| **Inspection Requirements** | | | | | |
| Daily and interim inspections by both the airport operator and contractor are specified. | 2.14.1, 2.14.2 | X | | | |
| Final inspections at certificated airports are specified when required. | 2.14.3 | X | | | |
| **Underground Utilities** | | | | | |
| Procedures for protecting existing underground facilities in excavation areas are described. | 2.15 | X | | | |
| **Penalties** | | | | | |
| Penalty provisions for noncompliance with airport rules and regulations and the safety plans are detailed. | 2.16 | X | | | |
| **Special Conditions** | | | | | |
| Any special conditions that affect the operation of the airport or require the activation of any special procedures are addressed. | 2.17 | X | | | |
| **Runway and Taxiway Visual Aids - Marking, Lighting, Signs, and Visual NAVAIDs** | | | | | |
| The proper securing of temporary airport markings, lighting, signs, and visual NAVAIDs is addressed. | 2.18.1 | X | | | |
| Frangibility of airport markings, lighting, signs, and visual NAVAIDs is specified. | 2.18.1, 2.18.3, 2.18.4.2, 2.20.2.4 | X | | | |

| Coordination | Reference | Addressed? | | | Remarks |
|---|---|---|---|---|---|
| | | Yes | No | NA | |
| The requirement for markings to be in compliance with AC 150/5340-1, *Standards for Airport Markings,* is specified. | 2.18.2 | X | | | |
| Detailed specifications for materials and methods for temporary markings are provided. | 2.18.2 | | | X | |
| The requirement for lighting to conform to AC 150/5340-30, *Design and Installation Details for Airport Visual Aids;* AC 150/5345-50, *Specification for Portable Runway and Taxiway Lights;* and AC 150/5345-53, *Airport Lighting Certification Program,* is specified. | 2.18.3 | X | | | |
| The use of a lighted X is specified where appropriate. | 2.18.2.1.2, 2.18.3.2 | | | X | |
| The requirement for signs to conform to AC 150/5345-44*, Specification for Runway and Taxiway Signs;* AC 50/5340-18, *Standards for Airport Sign Systems;* and AC 150/5345-53, *Airport Lighting Certification Program,* is specified. | 2.18.4 | X | | | |
| **Marking and Signs For Access Routes** | | | | | |
| The CSPP specifies that pavement markings and signs intended for construction personnel should conform to AC 150/5340-18 and, to the extent practicable, with the MUTCD and/or State highway specifications. | 2.18.4.2 | X | | | |
| **Hazard Marking and Lighting** | | | | | |
| Prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles are specified. | 2.20.1 | X | | | |

| Coordination | Reference | Addressed? | | | Remarks |
|---|---|---|---|---|---|
| | | Yes | No | NA | |
| Hazard marking and lighting are specified to identify open manholes, small areas under repair, stockpiled material, and waste areas. | 2.20.1 | X | | | |
| The CSPP considers less obvious construction-related hazards. | 2.20.1 | X | | | |
| Equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast is specified. | 2.20.2.1 | X | | | |
| The spacing of barricades is specified such that a breach is physically prevented barring a deliberate act. | 2.20.2.1 | X | | | |
| Red lights meeting the luminance requirements of the State Highway Department are specified. | 2.20.2.2 | | | X | |
| Barricades, temporary markers, and other objects placed and left in areas adjacent to any open runway, taxiway, taxi lane, or apron are specified to be as low as possible to the ground, and no more than 18 inch high. | 2.20.2.3 | X | | | |
| Barricades are specified to indicate construction locations in which no part of an aircraft may enter. | 2.20.2.3 | X | | | |
| Highly reflective barriers with lights are specified to barricade taxiways leading to closed runways. | 2.20.2.5 | X | | | |
| Markings for temporary closures are specified. | 2.20.2.5 | | | X | |
| The provision of a contractor's representative on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades is specified. | 2.20.2.7 | X | | | |

| Coordination | Reference | Addressed? | | | Remarks |
|---|---|---|---|---|---|
| | | Yes | No | NA | |
| **Work Zone Lighting for Nighttime Construction** | | | | | |
| If work is to be conducted at night, the CSPP identifies construction lighting units and their general locations and aiming in relationship to the ATCT and active runways and taxiways. | 2.21 | | | X | |
| **Protection of Runway and Taxiway Safety Areas** | | | | | |
| The CSPP clearly states that no construction may occur within a safety area while the associated runway or taxiway is open for aircraft operations. | 2.22.1.1, 2.22.3.1 | X | | | |
| The CSPP specifies that the airport operator coordinates the adjustment of RSA or TSA dimensions with the ATCT and the appropriate FAA Airports Regional or District Office and issues a local NOTAM. | 2.22.1.2, 2.22.3.2 | | | X | |
| Procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations, are detailed. | 2.22.3.3 | | | X | |
| The CSPP specifies that open trenches or excavations are not permitted within a safety area while the associated runway or taxiway is open, subject to approved exceptions. | 2.22.1.4 | X | | | |
| Appropriate covering of excavations in the RSA or TSA that cannot be backfilled before the associated runway or taxiway is open is detailed. | 2.22.1.4 | X | | | |
| The CSPP includes provisions for prominent marking of open trenches and excavations at the construction site. | 2.22.1.4 | X | | | |
| Grading and soil erosion control to maintain RSA/TSA standards are | 2.22.3.5 | X | | | |

| Coordination | Reference | Addressed? | | | Remarks |
|---|---|---|---|---|---|
| | | Yes | No | NA | |
| addressed. | | | | | |
| The CSPP specifies that equipment is to be removed from the ROFA when not in use. | 2.22.2 | X | | | |
| The CSPP clearly states that no construction may occur within a taxiway safety area while the taxiway is open for aircraft operations. | 2.22.3 | X | | | |
| Appropriate details are specified for any construction work to be accomplished in a taxiway object free area. | 2.22.4 | X | | | |
| Measures to ensure that personnel, material, and/or equipment do not penetrate the OFZ or threshold siting surfaces while the runway is open for aircraft operations are included. | 2.22.4.3.6 | X | | | |
| Provisions for protection of runway approach/departure areas and clearways are included. | 2.22.6 | X | | | |
| **Other Limitations on Construction** | | | | | |
| The CSPP prohibits the use of open flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use. | 2.23.1.2 | X | | | |
| The CSPP prohibits the use of electrical blasting caps on or within 1,000 ft (300 m) of the airport property. | 2.23.1.3 | X | | | |

**MADERA MUNICIPAL AIRPORT**
**MADERA, CALIFORNIA**

**REHABILITATE APRON A2 AND HANGAR TAXILANES**

**AIP NO. 3-06-0144-___-2025**

**CONSTRUCTION SAFETY AND PHASING PLAN**

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EXHIBIT 1 CONSTRUCTION SAFETY AND PHASING PLAN
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**MADERA MUNICIPAL AIRPORT**
**MADERA, CALIFORNIA**

**REHABILITATE APRON A2 AND HANGAR TAXILANES**

**AIP NO. 3-06-0144-___-2025**

# CONSTRUCTION SAFETY AND PHASING PLAN

## INTRODUCTION

The City of Madera, with Federal assistance from the Federal Aviation Administration under the Airport Improvement Program (AIP), proposes the Rehabilitation of Apron A2 and Hangar Taxilanes at Madera Municipal Airport, Madera, California. The Sponsor will comply and will require all parties involved with this project to comply with the Federal Aviation Administration (F.A.A.) requirements regarding safety and phasing of construction projects on airports.

The purpose of this Construction Safety and Phasing Plan (CSPP) is to provide the contractor and project manager guidance for compliance with Federal Aviation Administration (FAA) rules and regulations, and associated requirements of the City of Madera, with regards to access onto air operations areas of Madera Municipal Airport, Madera, California, during the construction of the subject project.

Prior to issuance of Notice to Proceed, the Contractor will prepare a Safety Plan Compliance Document (SPCD) specifically for this project, furnish the SPCD to the Engineer, and obtain Engineer's approval of the document.

This Construction Safety and Phasing Plan is based on the guidance of FAA Advisory Circular 150/5370-2G, "Operational Safety on Airports During Construction."

The Checklist for FAA CSPP Review is included in this CSPP. The contractor will address all items checked on this list in his/her Safety Plan Compliance Document (SPCD) submitted prior to beginning work on this project.

## 1. COORDINATION

(a) Progress Meetings

The Sponsor will conduct predesign meetings, prebid meetings, preconstruction conferences, and weekly construction meetings to introduce and maintain the subject of airport operational safety during construction, as follows:

- Predesign Conference: This meeting will be held as soon as sufficient preliminary design work has been completed and prior to preparation of the

final plans and specifications. This meeting will be attended by the Design Engineer, Airport Management, Air Transport Association regional representatives, Airline Pilots Association representatives, fixed base operators, airline representatives, FAA airport certification inspector, and the Program Manager of the FAA Airports District Office, as appropriate for the airport.

- Prebid Conference: This meeting will be held a minimum of 10 days prior to the bid opening date. The participants in this meeting will include prospective bidders, subcontractors, material suppliers, the Design Engineer, and Airport Management.

- Preconstruction Conference: This conference will be conducted as soon as practicable after the contract has been awarded and before issuance of notice to proceed. The participants will include the Design Engineer, Resident Project Representative (RPR), Airport Management, testing laboratory representative, Contractor and subcontractors, Contractor's project superintendent, airport users, utility companies affected by the proposed construction, Federal, State or local agencies affected by the proposed construction, and the Program Manager of the FAA Airports District Office, as applicable.

- Weekly Meetings: Weekly progress meetings will be held at the airport. Operational safety will be a standing agenda item for discussion during weekly progress meetings throughout the construction of this project. The Contractor will present an updated progress report for the total work and a two-week look-ahead schedule. The participants will include the RPR, Airport Management, testing laboratory representative, Contractor's project superintendent, subcontractors, airport users, and the Program Manager of the FAA Airports District Office, as applicable.

(b) Scope or Schedule Changes – Changes in the scope or duration of the project may necessitate revisions to the CSPP. These revisions will be submitted for review and approval by the airport operator and the FAA.

(c) FAA ATO Coordination: There are MALS, PAPIs, and REILs at the Madera Municipal Airport. These facilities will not be shut down during the construction of this project. Coordination with FAA ATO will not be required.

## 2. PHASING

The scope of work included in this project is as follows:

*Rehabilitate Apron A2 and Hangar Taxilanes* - Removal of the existing asphalt surface course and aggregate base course, recompaction of the existing aggregate base course, and the placement of new asphalt surface course. New airfield markings will be installed. This project is being bid with a Base Bid and two alternates, as shown on the Construction Safety and Phasing Plan, Exhibit 1.

(a) Phasing Elements - The details of the staging are shown on the Construction Safety and Phasing Plan Drawings,

Construction of this project will consist of the Base Bid only or the Base Bid plus Alternate 1 or the Base Bid plus Alternate 1 plus Alternate 2. The boundaries of each portion are as shown on the Construction Safety and Phasing Plan, Exhibit 1.

There are vehicle and aircraft restrictions to the hangars in the project areas as shown on Exhibit 1 and as follows:

Hangar Area Restrictions:

Hangar 1 – No vehicle or aircraft access to north side of hangar.
Hangar 2 – No vehicle, pedestrian, or aircraft access to hangar.
Hangar 3 – Access by vehicle, pedestrian, or aircraft tow limited to before 7:00 a.m. and after 5:00 p.m. on designated route.
Hangar 4 – Access by vehicle, pedestrian, or aircraft tow limited to before 7:00 a.m. and after 5:00 p.m. on designated route.
Hangar 5 – Vehicle access to hangar limited to using Gate G4.
Hangar 6 – No vehicle or aircraft access to south side of hangar. Use Gate G4.
Hangar 7 – No vehicle or aircraft access to south side of hangar. Use Gate G4. Fuel truck access limited to designated route shown on Exhibit 1.
Hangar 8 – Aircraft access by towing limited to maximum of 5 times per day during hours of 7:00 a.m. to 5:00 p.m. Hangar owner will provide minimum one (1) vehicle flagger and one (1) wing walker during tow.

No vehicle or aircraft access to Hangars 2-4 and 6-8 for two weeks during final AC removal, AB preparation, prime coat, and new AC paving. Access route to Hangars 3 and 4 dependent on award of Alternate 1. Toe route shown is for Base Bid only. Hangar 5 will continue to have aircraft access.

NOTE: Hangar tenants from Hangars 3, 4, and 8 will attend safety meetings with RPR and Contractor prior to start of construction to review aircraft towing protocols.

Work Area 2 is the portion of the Base Bid and Alternate 2 located within the Taxiway P Object Free Area (TOFA), which extends to 62 feet from the taxiway centerline. Work Area 1 includes all other portions of the project designated to be rehabilitated.

When construction activity is scheduled to occur within the TOFA of Taxiway P, Contractor will be required to submit a detailed schedule a minimum of one week in advance of such activity and verify closure of the taxiway 48 hours prior to placing barricades. Contractor will furnish, install, and maintain barricades to close that portion of the taxiway in which the Contractor is working.

Barricades will be placed closing Taxiway C and the portion of Taxiway P adjacent to Work Area 2 while personnel or equipment are operating within that area. Daytime closure of Taxiways C and P will be limited to a total of 10 days. Work may occur concurrently in Work Areas 1 and 2.

Following pavement demolition in Work Area 2, Contractor will construct shoulder backing graded to 5% adjacent to the open taxiway. Five percent (5%) shoulder backing will be in place and maintained at all times Taxiway P is open to air traffic and until paving operations in Work Area 2 are complete. Five percent (5%) shoulder backing will be in place on a daily basis in order to open Taxiway P at the end of the Contractor's working day of 7:00 a.m. to 5:00 p.m.

No work will be performed on Saturday or Sunday.

At the preconstruction conference or two weeks prior to start of work (whichever is greater), the Contractor will provide a detailed schedule showing limits of proposed work and the locations of barricades. All schedules will be updated and coordinated with the Airport Manager and the RPR in order to NOTAM areas of closure. Contractor will notify Airport Manager and RPR 30 days prior to closure of the project site and installing barricades.

At each weekly meeting the Contractor will provide a detailed two week look ahead schedule showing limits of proposed work and the locations of barricades.

(b) Construction Safety Drawings - The scope of the project and details of the phasing are shown on the following drawing:

Exhibit 1 – Construction Safety and Phasing Plan

## 3. AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY

(a) Identification of Affected Areas. All areas affected by the construction activity in this project are shown on the Construction Safety and Phasing Plan, Exhibit 1. Identified on this drawing are closures of air operations areas; Fire Department access routes; and access routes used by airport support vehicles and the Contractor. The underground utilities affected by this contract are shown on this drawing. Also shown are approach/departure surfaces affected by heights of construction equipment and other temporary objects. Construction areas, storage areas, and access routes are also depicted on this drawing.

(b) Mitigation of Effects. It is necessary to maintain the safety and efficiency of airport operations during construction operations. The establishment of the following procedures will be required:

(1) Temporary Changes to Runway and/or Taxiway Operations:

Portions of Taxiway P, Taxiway C, Apron A2, and Hangar Taxilanes will be closed at various times during the construction of this project as described in Section 2(a) of this CSPP and shown on Exhibit 1, Construction Safety and Phasing Plan.

Construction will be limited to no closer than 150 feet from the runway centerline or 62 feet from the taxiway centerline, unless the runway and/or taxiway is closed or restricted to aircraft operations. The runway safety area from the runway threshold will be maintained at 300 feet, unless the runway is closed or restricted to aircraft operations.

Barricades will be placed closing Taxiway C and the portion of Taxiway P adjacent to Work Area 2 while personnel or equipment are operating within that area. Daytime closure of Taxiways C and P will be limited to a total of 10 days. Work may occur concurrently in Work Areas 1 and 2. Following pavement demolition in Work Area 2, Contractor will construct shoulder backing graded to 5% adjacent to the open taxiway. Five percent (5%) shoulder backing will be maintained at all times Taxiway P is open to air traffic and until paving operations in Work Area 2 are complete.

Aircraft operations on the airport must be maintained at all times in all areas except those that are specifically designated for closure. Any areas that are closed during the time work is performed will be marked with lighted barricades as shown on the Construction Safety and Phasing Plan and as directed by the Engineer.

Work within the RSA of Runways 12-30 and/or the TSAs and TOFA of Taxiway P and the cross taxiways will be done with these surfaces closed and proper NOTAMs will be filed by the airport operator.

Pull back operations are not allowed. If the contractor is working on a runway/taxiway or in the RSA/TSA/TOFA, the surface will be closed.

During the construction of the project, the Contractor will provide a qualified flagger to monitor Airport frequency 122.800 MHz and observe aircraft operations when Contractor is moving equipment and materials across Taxiway P.

(2) Modifications to Aircraft Operation:

When work is being performed in the Taxiway P TOFA, all aircraft will back taxi on Runway 12-30. For details of the aircraft routes for this phase see Exhibit 1.

(3) Detours for Fire Department and Other Airport Vehicles:

All Fire Department and other airport vehicles will have access to all areas on the airport during construction of this project except those areas of the airport that are closed for construction operations. The detour route for these vehicles is shown in blue on Exhibit 1.

(4) Maintenance of Essential Utilities and Underground Infrastructure:

Underground infrastructure that will be affected by this project will be the electrical cable and duct. It will be necessary during this project to protect all utilities and underground infrastructure.

There will be no temporary utilities installed. If one of the existing utility lines is damaged, specifications require the Contractor to immediately repair it at his/her cost and to reimburse the Airport for damages due to shut down. If these damaged utilities cannot be immediately repaired, the Airport will immediately issue required NOTAMs.

(5) Temporary Changes to Air Traffic Control Procedures.

Madera Municipal Airport does not have an Air Traffic Control Tower. Prior to any construction, a NOTAM will be issued identifying areas of closure and times of closures. The RPR, who will be on site during construction, will be equipped with a two-way radio and will monitor Unicom frequency and notify aircraft operating in the area of facility closures, or other safety related items.

## 4. NAVIGATION AND PROTECTION

There are navigational aids (NAVAIDs) existing on this airport including PAPIs on Runways 2 and 20, REIL on Runway 12, and a MALSF for Runway 30. These NAVAIDs and corresponding critical areas are shown on the Construction Safety and Phasing Plan Drawing, Exhibit 1. Such facilities must be fully protected during the entire construction time period.

(a) NAVAIDs Affected by Construction

No NAVAIDs will be affected by the construction of this project.

(b) NAVAIDs Placed out of Service

No NAVAIDs will be placed out of service during the construction of this project.

(c) Protection of NAVAIDs Remaining in Service

The Contractor will be limited to no closer than 500 feet from the NAVAID facilities as shown on the CSPP drawing. Work under this contract can be accomplished in the vicinity of these facilities only at approved periods of time. Approval will be subject to withdrawal at any time because of changes in weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, and for any other reason determined by the RPR acting under the orders and instructions of the airport management. Any instructions to the Contractor to clear any given area, at any time, by the Engineer or Airport Management (by radio or other means) shall be immediately executed. Construction work will be commenced in the cleared area only when additional instructions are issued by the proper authorities.

(d) NOTAMs

When NAVAIDs are shut down during construction, experience an unexpected power outage, or are otherwise affected by construction activities, the Airport will issue a Notice to Airmen (NOTAM) as outlined in Article 9 of this CSPP.

(e) Protection of Underground Cable

There are underground ducts, cable, water lines and sewer lines in the construction area to serve the hangars. These facilities will not be affected by the construction of this project.

(f) Temporary NAVAIDs

No temporary NAVAIDs will be required during the construction of this project.

## 5. CONTRACTOR ACCESS

(a) Stockpiled Construction Materials

The contractor will be allowed to temporarily stockpile construction materials in the Contractor's Storage and Staging Area as shown on the CSPP Drawing, Exhibit 1. Contractor will coordinate with the RPR and Airport Manager for control access to the designated Contractor's entrance gate for the Storage and Staging Area. The perimeter will be marked by approved barricades or fencing. All stockpiled materials will be removed prior to completion of the project and any damage to the pavements caused by the Contractor will be repaired at the Contractor's expense.

Contractor will clear and grade the area for storage. No separate payment will be made for clearing and grading. Area will be restored to its original condition once the project is complete.

Stockpiled materials will not be permitted within the Runway Safety Area (RSA) and Object Free Zone (OFZ). If it becomes necessary to stockpile materials in the Runway Object Free Area (ROFA), the Sponsor will submit a 7460-1 form to the FAA Airports District Office in Walnut Creek, California.

Stockpiles will be limited to a height of 3 feet, will be graded to drain, and will be clearly marked and lighted during hours of restricted visibility or darkness in accordance with Article 16 of this CSPP. The Contractor will determine and verify that stockpiled materials are stabilized and stored at the approved location shown on the CSPP drawing so as not to be a hazard to aircraft operations and to prevent attraction of wildlife (see Article 6) and foreign object damage (see Article 7).

Contractor will be responsible for maintaining the security, safety, and cleanliness of the Contractor's Storage and Staging Areas at all times.

(b) Vehicle and Pedestrian Operations

It is critical that all pedestrians and vehicles are prevented from unauthorized entry to the Air Operations Area (AOA). The Construction Safety and Phasing Plan, Exhibit 1 clearly delineates the designated access and haul routes for each stage, employee parking areas, and construction equipment parking areas. Contractor's personnel and equipment will be limited to the construction areas, parking areas, and haul routes shown on the CSPP Drawing.

Vehicle parking areas will not impact NAVAID signals or penetrate FAR Part 77 imaginary surfaces.

Employee parking and construction vehicle parking will be restricted to the Contractor's Storage and Staging Areas as shown on the CSPP drawing, Exhibit 1. Vehicle and construction traffic will be held off from all active paved areas and in no case allowed to cross the active runway unescorted. Access to the construction site will be off Airport Drive as shown on the CSPP drawing. All haul roads will be kept broom clean. Haul routes are indicated in red on the CSPP drawing, Exhibit 1. Contractor will maintain haul road and paved surfaces clear of debris at all times. Apron and taxiways will be maintained broom clean.

Contractor will use Gate G4 to access the site, and this gate will remain closed at all times except when authorized equipment is actually entering the airport. During continuous use of a gate for delivery of equipment or materials, Contractor will request that the Airport place the gate in a locked open state and Contractor will provide a flatter, trained by the Airport, and place the flagger at the open gate to keep unauthorized personnel and wildlife from entering the airport.

Gate G3 will be closed to all vehicle traffic for the duration of the project. Airport will place gate in a locked closed state. Contractor will erect a "DO NOT ENTER" sign and a directional "DETOUR" sign pointing toward Gate G4.

Contractor's vehicles and equipment will include a flag on a staff attached to the vehicle so that the flag will be readily visible. The flag will be at least a 3-foot by 3-foot square having a checkered pattern of international orange and white squares at least 1 foot on each side. During periods of low visibility Contractor vehicles and equipment will be equipped with an amber flashing light mounted on the uppermost part of the vehicle structure.

All vehicle/equipment operators driving on the airport must have an appropriate level of knowledge of airport rules and regulations. The Contractor will be required to submit a list of authorized vehicle operators to the Airport. The vehicle operators will be required to maintain a current drivers' license. Driver training will be limited to designating areas to be avoided and areas where free access will be available. No vehicle will be allowed to cross an active pavement without an escort.

All vehicle operators will be trained on airport procedures, safety, work area limits, security, and communications. All personnel with movement area driving privileges will be trained on pedestrian and ground vehicle procedures, including consequences of noncompliance, prior to moving on foot, or operating a ground vehicle, in movement areas or safety areas.

(c) Radio Communications

Vehicular traffic located in or crossing an active movement area will have a working two-way radio tuned to Unicom frequency 122.800 MHz or be escorted by an Airport-Furnished flag person. The driver, through personal observation, will confirm that no aircraft is approaching the vehicle position. Construction personnel may operate in a movement area without two-way radio communication provided a NOTAM is issued closing the area and that the area is properly marked to prevent incursions and the Airport-furnished flagger is present to control operations. Two-way radio communications are required on Unicom frequency 122.800 MHz. Continuous monitoring is required. The Airport's flagger will be the project engineer's specialist. These flaggers will be trained on all movement area procedures.

Contractor will provide a qualified flagger with a radio to monitor Airport Frequency 122.800 MHz and observe aircraft operations when Contractor is working near active runways, taxiways, and restricted areas.

(d) Airport Security

There is a security fence and gates around the property of this airport. The gate used by the Contractor will be the gate located as shown on Exhibit 1 and will be kept locked except for entrance of approved personnel and equipment or will be manned by Contractor-furnished trained flaggers to control entrance to the airport. During continuous use of a gate for delivery of equipment or materials, Contractor

will be required to request that the Airport place the gate in a locked open state. Contractor will provide a flagger, trained by the Airport, and place the flagger at the open gate to keep unauthorized personnel and wildlife from entering the airport. The security fence, designated Contractor gates, and secure areas on the airport are shown on the CSPP Drawing. All contractor's flaggers will be trained by the Airport.

In accordance with the requirements of the Federal Aviation Administration as set forth in FAR 107.11(F), the Contractor will take all steps necessary to assure Owner that the backgrounds of all employees have been checked to the extent necessary to assure that permitting them unescorted access to any area on the airport controlled for security reasons is appropriate. This background check, to the extent allowable by law, will include at a minimum references and prior employment histories to the extent necessary to verify representations made by the employee relating to employment in the preceding 5 years.

## 6. WILDLIFE MANAGEMENT

The airport is fenced with 6-foot chain link perimeter fence and security gates. All gates will remain closed at all times except when vehicles are entering or exiting them or they are guarded by a Contractor-furnished flagger as stated in Article 5 of this CSPP.

Care will be taken to prevent inadvertent incidents of wildlife hazards by ensuring access gates are properly secured to prevent wildlife entry.

The Contractor will carefully control and continuously remove waste or loose materials that might attract wildlife and be aware of and avoid construction activities that might attract wildlife such as:

- Trash – Food scraps will be collected from construction personnel activity.
- Standing water
- Disruption of existing wildlife habitat.
- Open trenches, excavation, and stockpile materials.
- Poorly maintained fencing and gates.

Should the Contractor encounter wildlife on the airport, he/she will immediately notify Airport Management.

All trash will be placed in waste containers to prevent the attraction of wildlife. Waste containers will be equipped with lids and secured at all times. No trash or debris will be left on site by the Contractor.

## 7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

The Contractor will not be allowed to leave or place foreign object debris (FOD) on or near active aircraft movement areas and will be required to control and monitor FOD. Materials tracked

onto these areas will be continuously removed during the construction project by broom sweeping. Ground vehicle tires will be inspected daily to ensure they are not tracking FOD onto the airfield pavements. Daily inspections of these aircraft movement areas will be made by the RPR as discussed in Article 10 of this CSPP.

## 8. HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT

The Contractor will be required to manage and contain any hazardous materials (HAZMAT) on the airport. Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean up spills resulting from fuel or hydraulic fluid leaks. The Contractor will refrain from topping off vehicle fuel tanks and have sorbent materials available in the fueling area for when small spills occur.

It is not anticipated that there will be any hazardous materials used or encountered during the construction of this project. The Contractor will be required to keep Material Safety Data Sheets (MSDS) available for inspection for all materials delivered to the airport.

## 9. NOTIFICATION OF CONSTRUCTION ACTIVITIES

(a) List of Responsible Representatives. It will be necessary to keep the following people totally informed of the operations that the contractor proposes to perform at Madera Municipal Airport.

**Sponsor**:

Ismael Hernandez, Public Works Operations Director.....(559) 661-5466
David Austin, Administrative Analyst.....(559) 662-4951

**F.A.A.**

Barry Franklin, Civil Engineer/Program Manager .....(925) 546-6437

**Resident Project Representative (RPR)**

Melissa Brandley, Project Manager..... (916) 652-4725 Office
.....(916) 316-1415 Cell
David Baltazar, RPR..... (916) 652-4725 Office
.....(916) 600-2418

At the start of construction, the Contractor will be required to provide the RPR with the names, telephone numbers, cell phone numbers, and e-mail addresses of all Contractor personnel that are responsible for on-call 24/7 services if necessary.

(b) NOTAMs

The Airport Management will issue Notices to Airmen (NOTAMs) as required accurately describing current airport conditions and contractor operations. This will be coordinated with tenants of the airport. Ismael Hernandez, Public Works Operations Director, and David Austin, Administrative Analyst, will be the primary

contacts responsible for issuing, maintaining, and canceling NOTAMs. The Airport Management has provided a list of airport employees who are authorized to issue NOTAMs to the FSS air traffic manager.

NOTAMs will be issued clearly identifying where the construction work is being performed and during which periods.

(c) Emergency Notifications:

In case of emergency during the construction of this project, Contractor will notify one or more of the following:

| | |
|---|---|
| Fire/Police/Ambulance - Emergency | Call 911 |
| Airport Radio Communication (Article 5 of CSPP) | 122.8 Mhz |
| Madera City Fire Department – Non Emergency | (559) 675-7799 |
| Madera Police Department – Non Emergency | (559) 675-4200 |
| Madera Community Hospital | (559) 675-5555 |
| Poison Control | (800) 222-1222 |

(d) Coordination with Fire Department Personnel:

The Contractor will be required to notify Airport and/or Fire Department personnel if any water lines or fire hydrants are damaged or deactivated. The Contractor will also notify Airport and/or Fire Department personnel if there are any blocked or rerouted emergency access routes or if hazardous materials will be used on the airfield. The non-emergency telephone number for the Fire Department is (559) 675-7799 and the contact person is Dispatcher on Duty. Contractor will confirm in writing the date and time Fire Department was notified and the contact person.

(e) Notification to the FAA:

*Part 77.* The Contractor will coordinate with the RPR who will file a 7460-1 form with the F.A.A. Airports District Office in Walnut Creek if any construction equipment (i.e. cranes, graders, other equipment) affects navigable airspace as defined in FAR Part 77.

*NAVAIDS.* For emergency notification about impacts to both airport owned and FAA owned NAVAIDs Airport Management will contact the Operations Control Center at (866) 432-2622.

If construction operations require a shutdown of more than 24 hours, or more than 4 hours daily on consecutive days, of a NAVAID owned by the airport but maintained by the FAA, FAA ATO/Technical Operations will be provided a 45-day minimum notice prior to facility shutdown.

If construction operations will cause impacts to NAVAIDs, the Airport Management will contact FAA ATO Service Area Planning and Requirements Groups a minimum of 45 days prior to implementing these operations and coordinate the shutdown with the local FAA ATO/Technical Operations office, including necessary reimbursable agreements and flight checks. A 7-day notice will be given to FAA ATO to schedule the actual NAVAID shutdown.

## 10. INSPECTION REQUIREMENTS

The Airport will provide an inspector to ensure that all Contractor operations comply with all requirements of the plans, specifications, and this Safety Plan. It will be his/her duty to inspect materials and workmanship of the work under instructions of the Airport or Engineer and to report any and all deviations from the Drawings, Specifications, and other Contract provisions that may come to his/her notice. The inspector will have the right to order the work entrusted to his/her supervision immediately stopped, if in his/her opinion such action becomes necessary, until the Owner or Engineer is notified and has determined and ordered that the work may proceed in due fulfillment of all Contract requirements.

(a) Daily Inspections. Daily inspections will be conducted to ensure conformance with the CSPP. Exhibit 2 of this CSPP includes a Construction Project Daily Safety Inspection Checklist for this purpose.

(b) Final Inspections. Whenever an area on the airport is reopened for aircraft operations, an inspection will be conducted to assure compliance with the plans, specifications, and CSPP. At the end of the project a final inspection will be held by the RPR, the Airport Management, and the Federal Aviation Administration to assure all components of the project comply with the plans, specifications, and CSPP.

## 11. UNDERGROUND UTILITIES

Not less than two full working days prior to performing any excavation, the Contractor will be required to notify Underground Service Alert (USA) by calling 811 and request that utility owners mark or otherwise indicate the location of their facilities in the work site. The Contractor will take all necessary measures to protect all utilities and all structures found at the site. It is the Contractor's responsibility to verify the exact location and depth of all utilities prior to construction. Utilities shown on Exhibit 1 are from available records and field measurements.

In case of accidental utility disruption, utilities owners' contacts and telephone numbers are included below:

Electrical/Gas – Pacific Gas and Electric..... (559) 675-2258
Sewer, Water and Storm Drain Services – City of Madera.....(559) 661-5466
Water – Madera Irrigation District..... (559) 673-3514
Telephone – AT&T.....(800) 222-0400
Cable – Media One.....(559) 455-4231

Refer to Article 9 of this CSPP for procedures for contacting the Fire Department and FAA in case of interruption of water service and NAVAIDs, respectively.

## 12. PENALTIES

If in the opinion of Airport Management or the RPR, the Contractor's employees or subcontractors are in violation of the airport's rules and regulations, including this CSPP, is of sufficient magnitude as to cause danger to life and property, the RPR shall have the right to stop all work on this contract for a period of forty-eight (48) hours as a contractual penalty.

Any vehicle operator who willfully violates the CSPP will be required to leave the job site.

## 13. SPECIAL CONDITIONS

Some special conditions may trigger specific safety mitigation actions outlined in this CSPP. These may include low visibility operations, aircraft in distress, aircraft accident, security breach, Vehicle/Pedestrian Deviations (VPD), and other activities requiring construction suspension/resumption. In order to be advised of these special conditions and actions to be taken, the Contractor shall at all times maintain radio contact as specified in Article 5 of this CSPP.

Should an aircraft emergency occur anyplace on the airport, the Contractor will be required to move all personnel and equipment beyond the safety area of the runway and taxiways and to refrain from moving out of these areas to resume work until specifically authorized by Airport personnel. The area around the downed aircraft shall be evacuated and not reentered by the Contractor until given permission, except for lifesaving activities.

Contractor will be responsible for dust and erosion control during the duration of the project. Contractor will acquire water permits as required prior to start of any work on the airport.

Contractor will protect all survey markers, property corner markers, and benchmarks from damage. Contractor will verify project benchmark prior to start of work.

## 14. RUNWAY AND TAXIWAY VISUAL AIDS

There exist on the airport runway and taxiway marking, runway and taxiway lights and signs, and visual NAVAIDs. These facilities are shown on the attached Construction Safety and Phasing Plan Drawing, Exhibit 1. Areas where aircraft will be operating will be clearly and visibly separated from construction areas. Throughout the duration of the construction project, these areas will remain clearly marked and visible at all times and all marking, lighting, signs, and visual NAVAIDs will remain in place and operational.

It will not be necessary to install temporary marking, lights, signs, or visual NAVAIDS during the construction of this project.

Lights, markings, signs, and visual NAVAIDs adjacent to areas used by aircraft will comply with the frangibility requirements of Advisory Circular 150/5220-23, *Frangible Connections*.

For a visaid service outage greater than 24 hours or for less time, but over consecutive days, a scheduled facility service outage NLT will be requested 30 days in advance using FAA Form 6000-26, "Airport Sponsor Strategic Event Submissions Form and emailed to 9-AJV-SEC-WSA@faa.gov.

## 15. MARKING AND SIGNING FOR ACCESS ROUTES

The marking and signing for access routes to the construction site is shown on the Construction Safety and Phasing Plan. Signs will conform to Advisory Circular 150/5340-18F, Standards for Airport Sign Systems. To the extent possible, signs will be in conformance with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or State highway specifications and will not be hand lettered.

## 16. HAZARD MARKING AND LIGHTING

The airport will be open during construction of the work on this project. The Contractor will erect and maintain hazard marking and lighting at the boundary of the work area to keep aircraft from entering the Contractor's work areas and to keep the Contractor's personnel and equipment from occupying any of the areas open for aircraft operations. Hazard marking and lighting will also be placed to identify small areas under repair, stockpiled material, waste areas, and areas subject to jet blast. The locations and details of barricades to be placed in this project are shown on the Construction Safety and Phasing Plan, Exhibit 1.

The barricades will be plastic water-filled lighted barricades as shown on the Construction Safety and Phasing Plan, Exhibit 1. Each barricade will have two solar-powered lights with red lenses each controlled by photocells such that they are on continuous at night and off by day. Maximum spacing between barricades will be four (4) feet. Spacing will be such that a breach is physically prevented barring a deliberate act. Barricades will have alternate orange and white diagonal striping. The barricades will be supplemented with signs such as "No Entry" and/or "No Vehicles," as necessary. All barricades will be removed at the completion of the contract.

All barricades will be placed 20 feet back from the edge of an active runway, taxiway, or apron.

The Contractor will supply the names and telephone numbers of persons responsible for the emergency maintenance of the hazard marking and lighting during construction of this project who will be available 24 hours a day.

## 17. PROTECTION OF RUNWAY AND TAXIWAY SAFETY AREAS

No construction may occur within a runway safety area (RSA) or taxiway safety area (TSA) while the associated runway or taxiway is open for aircraft operations. These safety areas,

along with the runway object free zone (OFZ) and object free area (OFA), taxiway OFA, and runway approach surfaces, are shown on the Construction Safety and Phasing Plan, Exhibit 1.

No blasting operations will be required or allowed during the construction of this project.

Open trenches or excavations will not be permitted within the RSA while the runway is open for aircraft operations. The Contractor will furnish, erect, and maintain red or orange flags, as approved by the airport operator, and red lights during hours of restricted visibility or darkness, around open trenches, excavations, temporary stockpiles, and his/her parked construction equipment that may be hazardous to the operation of aircraft, emergency fire-rescue, or maintenance vehicles on the airport. See Article 16 of this CSPP for details of Hazard Marking and Lighting.

No drop-off greater than 3 inches will be allowed to exist within the RSA (250 feet of the centerline of Runway 9-27) or TSA (62 feet of the centerline of taxiways) for runways and taxiways that are open for aircraft operations at night, weekends, or during periods when the Contractor is not working in these areas. If excavation occurs within the RSA or TSA that leaves a depression greater than 3 inches, the Contractor will fill the excavated area such as to maintain a maximum 3 inch drop off at the edge of pavement and extend at a maximum slope of 5 percent from the edge of pavement. This embankment will be rolled a sufficient amount such that it will withstand truck traffic without rutting. The backfill will be removed from this area or spread out and used as the specified segment of the pavement section when work resumes in the area.

The RSA and TSA will be:

a. Cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations.

b. Drained by grading or storm sewers to prevent water accumulation.

c. Capable under dry conditions of supporting construction and maintenance equipment, aircraft rescue, fire-fighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

d. Free of objects, except for objects that need to be located in the RSA because of their functions. These objects will be constructed on low impact resistant supports (frangible mounted structures) to the lowest practical height with the frangible point no higher than 3 inches above finished grade.

During all times that Contractor's personnel and equipment are not working on the project, they will be located to a point greater than 250 feet from the centerline of Runway 12-30. All equipment will be stored in the Contractor's Storage and Staging Area at night and during the weekends.

Construction may be permitted in the runway OFA. However, equipment must be removed from the runway OFA when not in use, and material will not be stockpiled in the runway OFA.

Stockpiling material in the OFA requires submittal of a 7460-1 and justification provided to the FAA Airports District Office for approval.

No construction may occur within a taxiway OFA while the taxiway is open for aircraft operations.

No construction equipment or personnel may penetrate the OFZ while the runway is open for aircraft operations.

All personnel, materials, and/or equipment must remain clear of the applicable runway approach/departure areas and clearways as shown on the Construction Safety and Phasing Plan.

During construction an experienced flagger furnished by the Airport will have a two-way radio tuned to Unicom frequency 122.800 MHz and will control Contractor's personnel and equipment operations in these secure areas. He/she will also by visual observation identify any aircraft operation at the airport as detailed in Article 5 of this CSPP. NOTAMs will be issued to alert pilots of this condition. During all times when Contractor's equipment and personnel are not working on the project, equipment shall be moved back to a point 250 feet from the centerline of Runway 12-30. At night and weekends all Contractor's equipment shall be moved to the Contractor's Storage Staging Areas as shown on the Construction Safety and Phasing Plan.

If it is necessary to use construction equipment (cranes, concrete pumps, etc.) that is higher than 25 feet, a 7460-1 determination will be issued for such equipment as outlined in Article 18 of this CSPP.

## 18. OTHER LIMITATIONS ON CONSTRUCTION

Additional limitations on construction include, but are not limited to:

a. No use of equipment taller than 25 feet (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for each piece of equipment. Contractor must allow for up to 50 working days after the request to use equipment taller than 25 feet to allow for FAA to make a determination on a 7460-1.

b. No use of open flame welding or torches unless fire safety precautions are provided and the airport operator has approved their use.

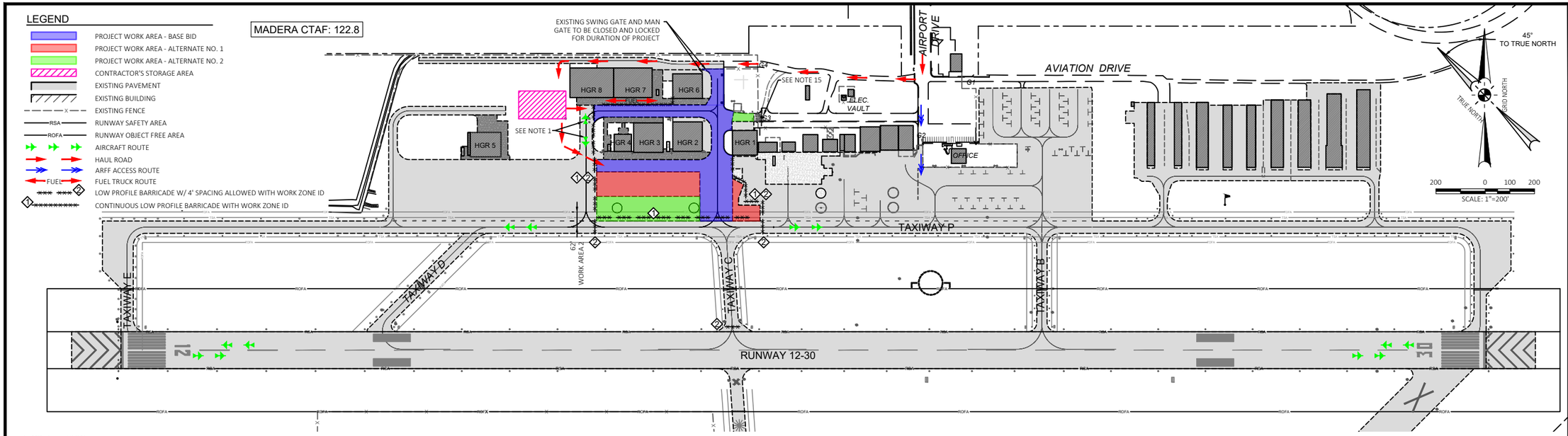
c. No use of electrical blasting caps on or within 1,000 feet of the airport property.

d. No use of flare pots within the air operations area.

LEGEND

- PROJECT WORK AREA - BASE BID
- PROJECT WORK AREA - ALTERNATE NO. 1
- PROJECT WORK AREA - ALTERNATE NO. 2
- CONTRACTOR'S STORAGE AREA
- EXISTING PAVEMENT
- EXISTING BUILDING
- EXISTING FENCE
- RSA — RUNWAY SAFETY AREA
- ROFA — RUNWAY OBJECT FREE AREA
- AIRCRAFT ROUTE
- HAUL ROAD
- ARFF ACCESS ROUTE
- FUEL — FUEL TRUCK ROUTE
- LOW PROFILE BARRICADE W/ 4' SPACING ALLOWED WITH WORK ZONE ID
- CONTINUOUS LOW PROFILE BARRICADE WITH WORK ZONE ID

MADERA CTAF: 122.8



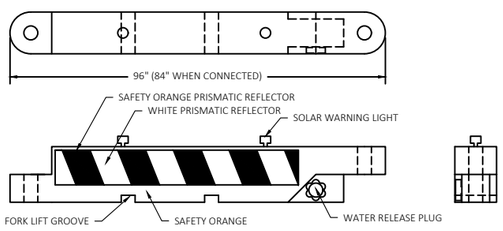

SAFETY PLAN NOTES:

1. CONSTRUCTION OF THIS PROJECT WILL BE PERFORMED AS EITHER THE BASE BID ONLY, THE BASE BID AND ALTERNATE 1, OR THE BASE BID AND ALTERNATE 1 AND ALTERNATE 2. THE DIVISION OF EACH PORTION IS AS SHOWN ON THIS SHEET. WORK AREA BOUNDARIES AND BARRICADE PLACEMENT SHALL BE AS SHOWN ON THIS SHEET AND DESCRIBED IN THESE NOTES. FOR VEHICLE AND AIRCRAFT RESTRICTIONS TO HANGARS IN PROJECT AREA SEE HANGAR ACCESS RESTRICTION TABLE THIS SHEET.
2. WORK AREA 2 IS THE PORTION OF THE BASE BID AND ALTERNATE 2 WITHIN THE TAXIWAY P OBJECT FREE AREA (TOFA), WHICH EXTENDS TO 62' FEET FROM THE TAXIWAY P CENTERLINE. WORK AREA 1 IS ALL OTHER PORTIONS OF THE PROJECT DESIGNATED TO BE REHABILITATED.
3. CONTRACTOR'S STORAGE AREA SHALL BE DESIGNATED IN THE AREA SHOWN ON THE PLANS AND THE PERIMETER MARKED BY APPROVED BARRICADES OR FENCING. NO SEPARATE PAYMENT FOR CLEARING & GRADING.
4. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE SECURITY AND CLEANLINESS OF THE WORK SITE AND CONTRACTOR'S STORAGE AREA AT ALL TIMES. CONTRACTOR SHALL MAINTAIN HAUL ROAD AND PAVED SURFACES CLEAN OF DEBRIS AT ALL TIMES. APRON AND TAXIWAYS SHALL BE MAINTAINED BROOM CLEAN.
5. CONTRACTOR SHALL LIMIT ALL CONSTRUCTION VEHICLE ACTIVITY TO THE LIMITS OF THE PROJECT AND THE HAUL ROAD SHOWN ON THE PLANS. NO CONSTRUCTION TRAFFIC WILL BE ALLOWED BEYOND THE LIMITS OF THE WORK AREA AND DESIGNATED HAUL ROUTES.
6. CONTRACTOR SHALL NOTIFY AIRPORT MANAGER AND RPR 30 DAYS PRIOR TO CLOSURE OF THE PROJECT SITE AND INSTALLING BARRICADES. CONTRACTOR SHALL FURNISH, ERECT & MAINTAIN LIGHTED BARRICADES AT THE BOUNDARY OF THE WORK AREA TO KEEP VEHICLES AND AIRCRAFT FROM ENTERING THE CONTRACTOR'S WORK AREAS.
7. WHEN CONSTRUCTION ACTIVITY IS WITHIN THE TAXIWAY OBJECT FREE AREA, CONTRACTOR SHALL SUBMIT A DETAILED SCHEDULE, A MINIMUM OF ONE WEEK IN ADVANCE OF SUCH ACTIVITY AND VERIFY CLOSURE OF TAXIWAY 48 HOURS PRIOR TO PLACING BARRICADES. CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN BARRICADES TO CLOSE THAT PORTION OF TAXIWAY IN WHICH THE CONTRACTOR IS WORKING
8. CONTRACTOR WILL PROVIDE A QUALIFIED FLAGGER WITH RADIO TO MONITOR AIRPORT FREQUENCY, 122.80 MHZ AND OBSERVE AIRCRAFT OPERATIONS WHEN CONTRACTOR IS WORKING NEAR ACTIVE RUNWAYS, TAXIWAYS AND RESTRICTED AREAS.
9. BARRICADES SHALL BE PLACED CLOSING TAXIWAY C AND THE PORTION OF TAXIWAY P ADJACENT TO WORK AREA 2 WHILE PERSONNEL OR EQUIPMENT ARE OPERATING WITHIN THAT AREA. DAYTIME CLOSURE OF TAXIWAYS C & P SHALL BE LIMITED TO A TOTAL OF 10 DAYS. WORK MAY OCCUR CONCURRENTLY IN WORK AREAS 1 AND 2. FOLLOWING PAVEMENT DEMOLITION IN WORK AREA 2, CONTRACTOR SHALL CONSTRUCT SHOULDER BACKING GRADED TO 5% ADJACENT TO THE OPEN TAXIWAY. 5% SHOULDER BACKING SHALL BE IN PLACE AND MAINTAINED AT ALL TIMES TAXIWAY P IS OPEN TO AIR TRAFFIC, AND UNTIL PAVING OPERATIONS IN WORK AREA 2 ARE COMPLETE. 5% SHOULDER BACKING SHALL BE IN PLACE ON A DAILY BASIS IN ORDER TO OPEN TAXIWAYS C & P AT THE END OF THE CONTRACTOR'S WORKING DAY OF 7AM TO 5PM.
10. CONTRACTOR SHALL PROTECT ALL SURVEY MARKERS, PROPERTY CORNER MARKERS, AND BENCH MARKS FROM DAMAGE.
11. AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO ANY EXCAVATION WORK, THE CONTRACTOR SHALL CONTACT U.S.A. - UNDERGROUND SERVICE ALERT - AT (811) AND REQUEST THAT UTILITY OWNERS MARK OR OTHERWISE INDICATE THE LOCATION OF THEIR FACILITIES IN THE WORK SITE. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT ALL UTILITIES AND ALL STRUCTURES FOUND AT THE SITE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXACT LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. UTILITIES SHOWN ARE FROM AVAILABLE RECORDS AND FIELD MEASUREMENTS.
12. SHOULD CONTRACTOR ENCOUNTER AND DAMAGE A WATERLINE ON THE AIRPORT THEY SHALL IMMEDIATELY NOTIFY THE LOCAL FIRE DEPARTMENT AND THE AIRPORT.
13. IN CASE OF AN AIRCRAFT EMERGENCY THE AREA AROUND THE AIRCRAFT SHALL BE EVACUATED AND NOT REENTERED BY THE CONTRACTOR WITHOUT GIVEN PERMISSION EXCEPT FOR LIFESAVING ACTIVITIES.
14. CONTRACTOR SHALL USE GATE G4 AND THIS GATE SHALL REMAIN CLOSED AT ALL TIMES EXCEPT WHEN AUTHORIZED EQUIPMENT IS ACTUALLY ENTERING THE AIRPORT. DURING CONTINUOUS USE OF A GATE FOR DELIVERY OF EQUIPMENT OR MATERIALS, CONTRACTOR SHALL REQUEST THAT THE AIRPORT PLACE THE GATE IN A LOCKED OPEN STATE; CONTRACTOR SHALL PROVIDE A FLAGGER, TRAINED BY THE AIRPORT AND PLACE THE FLAGGER AT THE OPEN GATE TO KEEP UNAUTHORIZED PERSONNEL AND WILDLIFE FROM ENTERING THE AIRPORT.
15. GATE G3 SHALL BE CLOSED TO ALL VEHICLE TRAFFIC FOR DURATION OF THE PROJECT. AIRPORT WILL PLACE GATE IN A LOCKED CLOSED STATE. CONTRACTOR SHALL ERECT A "DO NOT ENTER" SIGN AND A DIRECTIONAL "DETOUR' SIGN POINTING TOWARDS GATE G4.
16. DETAILED CONSTRUCTION SCHEDULES SHALL BE UPDATED AND COORDINATED WITH THE AIRPORT MANAGER AND RPR.
17. ALL EQUIPMENT OPERATING DURING DAYLIGHT HOURS SHALL BE EQUIPPED WITH AN ORANGE AND WHITE CHECKERED FLAG OR FLASHING AMBER BEACON. EQUIPMENT OPERATING IN LOW VISIBILITY CONDITIONS, DAWN OR DUSK HOURS SHALL BE EQUIPPED AND USE AN AMBER FLASHING BEACON.
18. CONTRACTOR'S STORAGE AND STAGING AREA LOCATION SHALL BE DESIGNATED BY THE AIRPORT MANAGER. CONTRACTOR SHALL CLEAR & GRADE AREA FOR STORAGE. NO SEPARATE PAYMENT FOR CLEARING & GRADING. AREA SHALL BE BE RESTORED TO ITS ORIGINAL CONDITION ONCE PROJECT IS COMPLETE.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR DUST AND EROSION CONTROL DURING THE DURATION OF THE PROJECT. CONTRACTOR SHALL ACQUIRE WATER PERMITS AS REQUIRED PRIOR TO START OF ANY WORK ON THE AIRPORT.
20. ALL TRASH SHALL BE PLACED IN WASTE CONTAINERS TO PREVENT FOREIGN OBJECT DEBRIS AND THE ATTRACTION OF WILDLIFE. WASTE CONTAINERS SHALL BE EQUIPPED WITH LIDS AND SECURED AT ALL TIMES. NO TRASH OR DEBRIS SHALL BE LEFT ON SITE BY THE CONTRACTOR.

HANGAR ACCESS RESTRICTIONS

HANGAR 1 - NO VEHICLE OR AIRCRAFT ACCESS TO NORTH SIDE OF HANGAR
HANGAR 2 - NO VEHICLE, PEDESTRIAN OR AIRCRAFT ACCESS TO HANGAR.
HANGAR 3 - ACCESS BY VEHICLE, PEDESTRIAN OR AIRCRAFT TOW LIMITED TO BEFORE 7AM AND AFTER 5PM ON DESIGNATED ROUTE.
HANGAR 4 - ACCESS BY VEHICLE, PEDESTRIAN OR AIRCRAFT TOW LIMITED TO BEFORE 7AM AND AFTER 5PM ON DESIGNATED ROUTE.
HANGAR 5 - VEHICLE ACCESS TO HANGAR LIMITED TO USING GATE G4.
HANGAR 6 - NO VEHICLE OR AIRCRAFT ACCESS TO SOUTH SIDE OF HANGAR. USE GATE G4.
HANGAR 7 - NO VEHICLE OR AIRCRAFT ACCESS TO SOUTH SIDE OF HANGAR. USE GATE G4. FUEL TRUCK ACCESS LIMITED TO DESIGNATED ROUTE.
HANGAR 8 - AIRCRAFT ACCESS BY TOWING LIMITED TO MAXIMUM OF 5 TIMES PER DAY DURING HOURS OF 7AM TO 5PM. HANGAR OWNER WILL PROVIDE MINIMUM (1)VEHICLE FLAGGER AND (1) WING WALKER DURING TOW.
HANGARS 2-4, 6-8 - NO VEHICLE OR AIRCRAFT ACCESS FOR TWO WEEKS DURING FINAL AC REMOVAL, AB PREPARATION, PRIME COAT AND NEW AC PAVING. ACCESS ROUTE TO HANGAR 3 AND 4 DEPENDANT ON AWARD OF ALTERNATE 1. TOW ROUTE SHOWN IS FOR BASE BID ONLY.

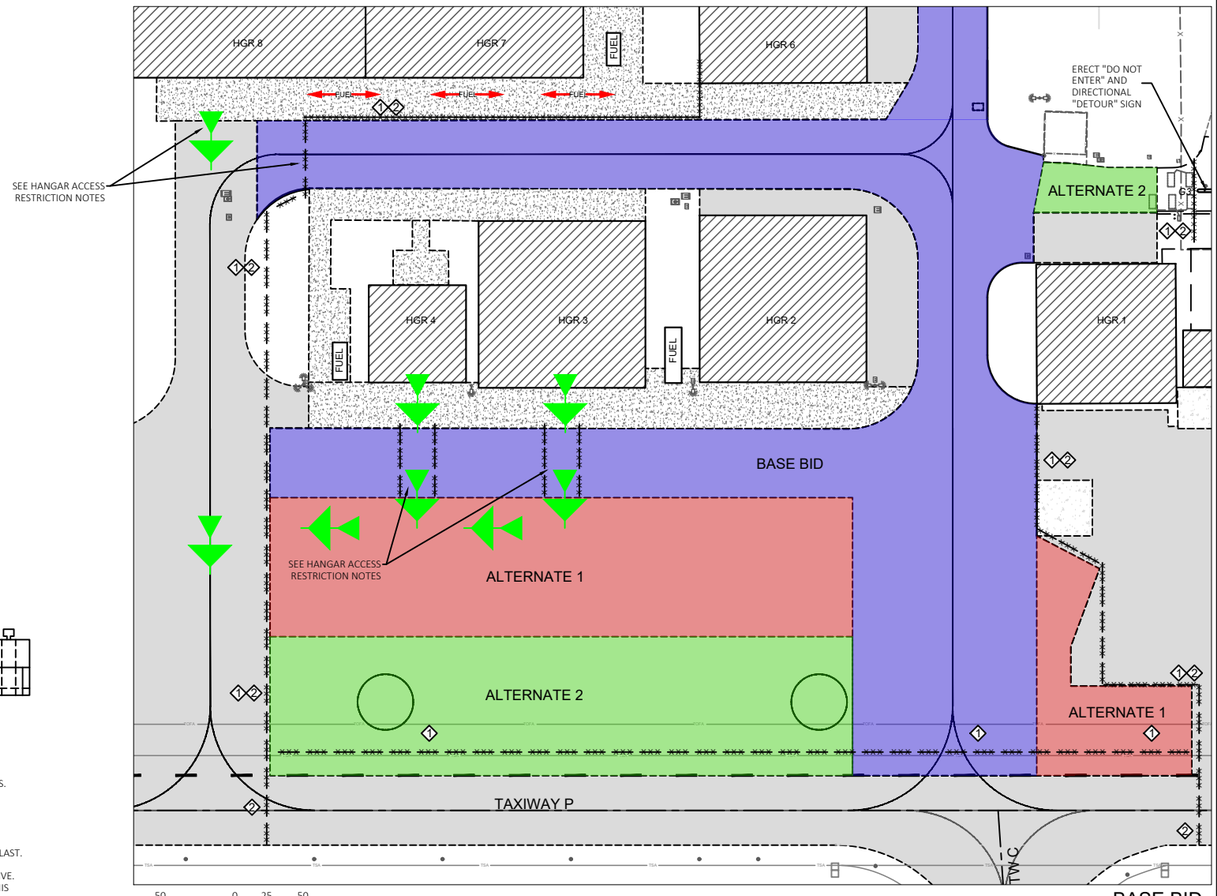
NOTE: HANGAR TENANTS FROM HANGARS 3, 4, & 8 SHALL ATTEND SAFETY MEETING WITH RPR AND CONTRACTOR PRIOR TO START OF CONSTRUCTION TO REVIEW AIRCRAFT TOWING PROTOCOLS.




10" WATER-FILLED BARRICADE
NOT TO SCALE

BARRICADE NOTES:

1. CONTRACTOR WILL FURNISH, INSTALL, AND MAINTAIN PLASTIC WATER-FILLED LIGHTED BARRICADES. AIRPORT TO PROVIDE 50 BARRICADES.
2. EACH BARRICADE SHALL HAVE 2 SOLAR-POWERED LIGHTS WITH RED LENSES EACH CONTROLLED BY PHOTOCELLS SUCH THAT THEY ARE ON CONTINUOUS AT NIGHT AND OFF BY DAY.
3. BARRICADES SHALL BE SECURED IF NECESSARY TO RESIST MOVEMENT FROM JET BLASTS OR PROP BLAST.
4. LOCATE BARRICADES AS SHOWN ON THE PLAN AND DIRECTED BY RESIDENT PROJECT REPRESENTATIVE. WHERE SPACING BETWEEN BARRICADES IS PERMITTED, SPACING SHALL NOT EXCEED 4 FEET. SEE THIS SHEET FOR LOCATIONS.
5. AT THE COMPLETION OF THE CONSTRUCTION, ALL BARRICADES SHALL BE DRAINED OF WATER AND REMOVED FROM THE AIRPORT. FIFTY(50) AIRPORT BARRICADES SHALL BE RETURNED TO AIRPORT STORAGE YARD.




BASE BID
ALTERNATE 1
ALTERNATE 2


BRADLEY ENGINEERING
6123 KING ROAD, SUITE 201 : LOOMIS, CALIFORNIA 95650 : (916) 652-4725


ENGINEER OF RECORD

| No. | REVISIONS | BY | APR | DATE |
|---|---|---|---|---|
| | | | | |

MADERA MUNICIPAL AIRPORT
MADERA CALIFORNIA

REHABILITATE APRON A2 & HANGAR TAXILANES

CONSTRUCTION SAFETY & PHASING PLAN

| | |
|---|---|
| DATE | 11/19/2024 |
| DRAWN | KDC |
| CHECKED | MSB |
| PROJECT No. | 83.23 |
| FILE | 8323.02.Safety |
| SCALE | AS SHOWN |
| SHEET No. | EXHIBIT 1 |


G:\83 MADERA\23 TAXILANE'S\BID SET\8323.02_SAFETY.DWG PLOTTED BY: Kevin Cumpy 11/20/2024 11:11 AM

## APPENDIX D. CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project including information such as the date, time and name of the person conducting the inspection.

**Table D-1. Potentially Hazardous Conditions**

| Item | Action Required (Describe) | No Action Required (Check) |
|---|---|---|
| Excavation adjacent to runways, taxiways, and aprons improperly backfilled. | | |
| Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking. | | |
| Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends. | | |
| Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ. | | |
| Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown. | | |
| Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and | | |

| Item | Action Required (Describe) | No Action Required (Check) |
|---|---|---|
| approach zones. | | |
| Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area. | | |
| Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage. | | |
| Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards. | | |
| Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards. | | |
| Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports. | | |
| Obliterated or faded temporary markings on active operational areas. | | |
| Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards. | | |

| Item | Action Required (Describe) | No Action Required (Check) |
|---|---|---|
| Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions. | | |
| Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications. | | |
| Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings. | | |
| Lack of radio communications with construction vehicles in airport movement areas. | | |
| Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations. | | |
| Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction. | | |
| Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways. | | |
| Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system). | | |

| Item | Action Required (Describe) | No Action Required (Check) |
|---|---|---|
| Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits. | | |
| Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf. | | |
| Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it. | | |
| Site burning, which can cause possible obscuration. | | |
| Construction work taking place outside of designated work areas and out of phase. | | |

*APPENDIX B*
*CONSTRUCTION MANAGEMENT PLAN*

# APPENDIX B

# MADERA MUNICIPAL AIRPORT
# MADERA, CALIFORNIA

## REHABILITATE APRON A2 AND HANGAR TAXILANES

## AIP NO. 3-06-0144-___-2025

## CONSTRUCTION MANAGEMENT PLAN

**Prepared by:**

**Brandley Engineering**
**6125 King Road, Suite 201**
**Loomis, CA 95650**
**Telephone (916) 652-4725**
**Fax (916) 652-9029**

**March 13, 2025**

**MADERA MUNICIPAL AIRPORT**
**MADERA, CALIFORNIA**

**REHABILITATE APRON A2 AND HANGAR TAXILANES**

**AIP NO. 3-06-0144-___-2025**

**CONSTRUCTION MANAGEMENT PLAN**

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# I. INTRODUCTION

# INTRODUCTION

The City of Madera, with Federal assistance from the Federal Aviation Administration under the Airport Improvement Program (AIP), proposes the following work at Madera Municipal Airport, Madera, Madera County, California:

> *Rehabilitation of Apron A2 and Hangar Taxilanes* - Removal of the existing asphalt surface course and aggregate base course, recompaction of the existing aggregate base course, and the placement of new asphalt surface course. New airfield markings will be installed. This project is being bid with a Base Bid and two alternates, as shown on Sheet No. 2 of the Construction Drawings.

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.

Under Grant Assurance #17 all sponsors are required to provide and maintain competent technical supervision at the construction site throughout the project to assure conformance with the approved plans and specifications. A grant condition is incorporated requiring the preparation and submittal of a Construction Management Plan to detail the measures and procedures that are required to assure compliance with the Quality Control (QC) provisions of the construction contract. The Contractor is responsible for all Quality Control (QC) testing and inspection. The Sponsor is responsible for Quality Assurance (QA) to confirm that all work has been performed in accordance with the plans and specifications. This report details the Construction Management Plan for this project.

# II. CONSTRUCTION MANAGEMENT PERSONNEL

## CONSTRUCTION MANAGEMENT PERSONNEL

***Quality Assurance (QA) Program – Sponsor Responsible***

**Sponsor**: City of Madera, Department of Public Works, 1030 South Gateway, Madera, CA 93637, Telephone (559) 662-4951, email daustin@madera.gov

Administrative Analyst ..... David Austin
Responsibility and authority for contract administration

**Consulting Engineer**: Brandley Engineering, 6125 King Road, Suite 201, Loomis, CA 95650, Telephone (916) 652-4725, Fax (916) 652-9029, email melissa@brandleyeng.com

***Project Manager*****.....*****Melissa Brandley, P.E.***

- Advise and consult with Sponsor. All Sponsor's instructions shall be issued through the Project Manager. The Project Manager shall interpret the requirements of the contract documents and judge the performance thereunder by both the Sponsor and the Contractor.
- Decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work.
- Determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the contract.
- Make periodic visits to the job site to familiarize herself generally with the progress and quality of the work and to determine in general whether such work is proceeding in accordance with the contract documents.
- Approve applications for progress payments made by Contractor.
- Review asphalt mix design submitted by the Contractor.
- Review and approve all shop drawings.
- Review all materials, equipment and performance tests for compliance with plans and specifications.

***Resident Project Representative (RPR)/Quality Assurance (QA) Manager***
..... ***David Baltazar, E.I.T., Brandley Engineering***

- Provide complete construction management services, including providing all resident engineering, testing, and inspection services and all required reports to the Sponsor and F.A.A.
- Notify the Contractor or his/her representative of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Project Manager for her decision.
- Attend weekly construction meetings.
- Evaluate materials and methods of construction.
- Perform field and/or construction surveys if required.
- Prepare and assist in negotiating any required change orders.

- Perform and/or supervise all testing and inspection services required for Quality Assurance. Depending on circumstances in the field, tests and inspections will be performed by RPR, Brandley Engineering inspector, or qualified outside testing laboratory.
- Review all Contractor Quality Control testing and test results.
- Prepare or review weekly and final summary test reports.

***Inspector*** ..... ***To Be Determined***

- Assist the RPR in all aspects of construction management including but not limited to testing and inspection services, evaluation of materials and methods of construction, and performing field and/or construction surveys if required.

***Quality Control (QC) Program – Contractor Responsible***

**Contractor**: _____

***Project Superintendent*** ..... ***To Be Determined***

- Monitor quality control plan.
- Prepare asphalt mix design based on test results from an ASTM certified laboratory.
- Analyze test results.
- Prepare daily and weekly summary and final summary of test reports.
- Transmit test results to home office with copies to RPR.
- Make and implement corrective decisions.
- Supervise all employees and subcontractors.
- Prepare and transmit to RPR all required submittals.

***Quality Control Manager*** ..... ***To Be Determined***

- Administer quality control plan.
- Prepare and submit Quality Control Program.
- Perform quality control tests on trench backfill, aggregate base course, bituminous surface course and structural Portland cement concrete.
- Obtain random sample locations.
- Assemble and review test data, make statistical and trend analysis, provide corrective recommendations to Project Superintendent.
- Provide daily inspection reports and daily testing reports to RPR.
- Provide weekly typewritten summaries of all test results for each material tested to RPR.
- Provide linear control charts on aggregate base course and asphalt gradation each week.
- At the end of the project provide final summary tables showing all test results in chronological order conducted for each product.

***Plant Foreman ..... To Be Determined***

- Control gradation, cement content, and temperature of the mix.
- Report all test data plus mix and cement quantities at least twice daily to Project Superintendent and/or Quality Control Manager.

***Paving Foreman..... To Be Determined***

- Control grade, thickness, joints, density, and surface tolerance.
- Monitor yield.

**Testing Laboratory*:***

***Testing Technician..... To Be Determined***

- Perform quality control tests on all materials submitted by Contractor.
- Provide test results to Quality Control Manager.
- Analyze results and provide analysis and corrective recommendations to Quality Control Manager.

**Manufactured Materials** – Contractor shall obtain and submit to RPR vendors' certificates of compliance with specification requirements. Vendors' certificates will be required for the following items:

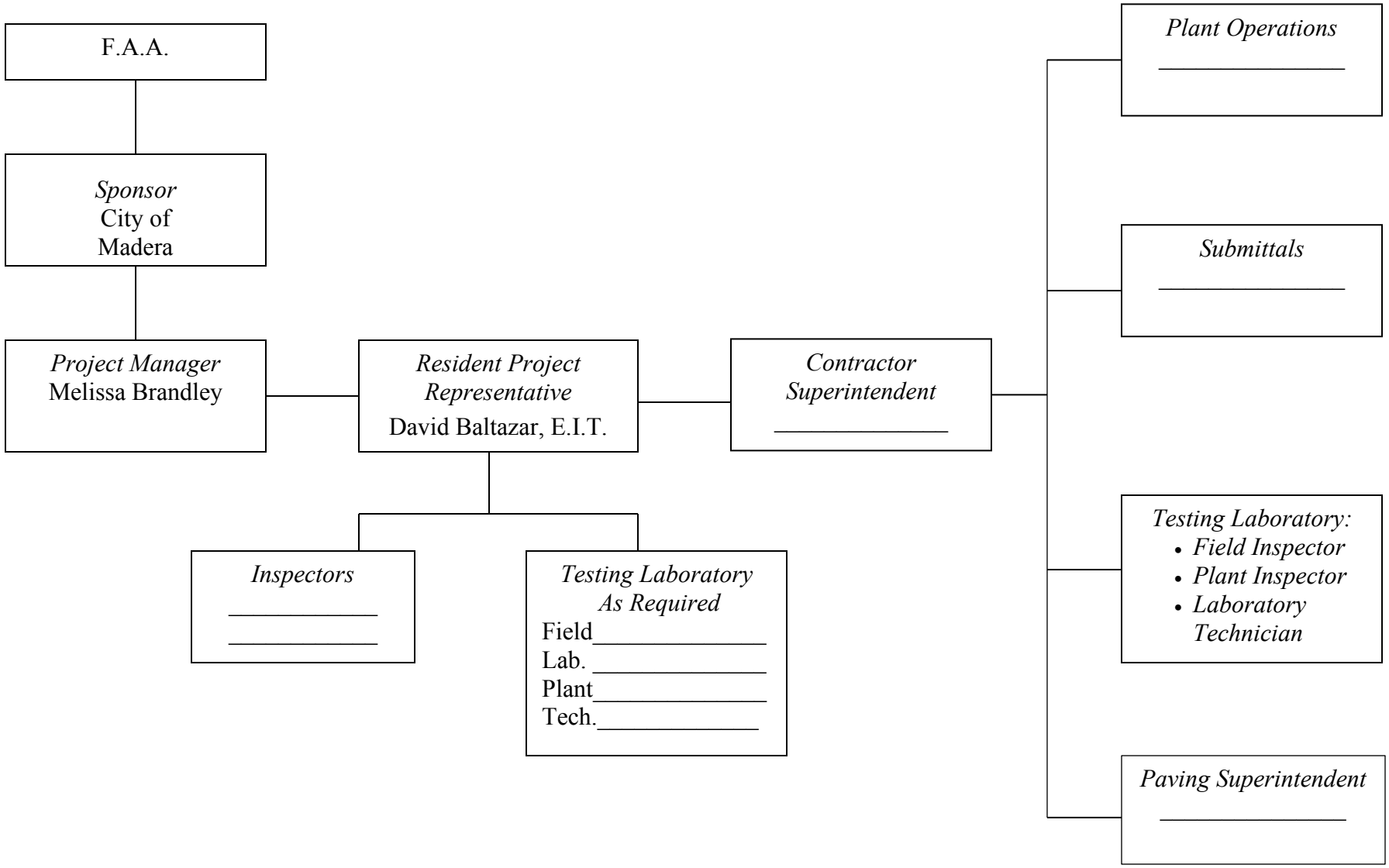
- Mineral Filler and Asphalt Cement Binder
- Emulsified Asphalt Prime Coat
- Emulsified Asphalt Tack Coat
- Joint Sealing Filler and Backer Rod
- Portland Cement
- Structural Steel
- Concrete Admixtures
- Paint and Reflective Beads

**Resident Project Representative's Field Office and Laboratory** – All inspection and Quality Assurance testing will be performed by the Sponsor's Consulting Engineer's staff (Brandley Engineering).

An office and laboratory space will be furnished on site by the Sponsor for the use of the RPR. Required laboratory test equipment will be brought to the site to allow testing of most materials. Some specialized tests will be conducted in the home office laboratory of Brandley Engineering or in the testing laboratory. Contractor shall provide laboratory facilities and equipment for RPR to perform QA testing in the QC laboratory for asphalt testing.

Most tests will be performed in the field laboratory so that the Contractor can have immediate access to all Quality Assurance test results.

# CONSTRUCTION MANAGEMENT PLAN – ORGANIZATION CHART



# III. RESUMES OF BRANDLEY ENGINEERING PERSONNEL
## (QUALITY ASSURANCE CONSULTANT)

**MELISSA BRANDLEY, P.E.**
**PROJECT MANAGER/PRINCIPAL ENGINEER**

***EDUCATION:***

Master of Engineering in Civil Engineering, Texas A&M University, August 2004.
B. Sc. in Civil Engineering, Texas A&M University, May 2003.

***PROFESSIONAL REGISTRATION***

State of California - Civil Engineer - No. 71139

***PROFESSIONAL EXPERIENCE:***

Ms. Brandley is a major partner in Brandley Engineering. She was actively involved in airport and airfield pavement design for six summers during her high school and University attendance. She has been on staff since 2004. She is experienced in the planning and design of runways, taxiways, and roads, including paving, grading, drainage, lighting, utilities, etc. She operates the AutoCAD system and has conducted construction management, testing, and inspection on airports since 2004.

***REPRESENTATIVE PROJECTS:***

*Resident Engineer:*

Chico Municipal Airport - Rehabilitate Aircraft Parking Apron Phase 1 – 2005

Lincoln Regional Airport – Crack Seal, Slurry Seal, and Remark Airfield Pavements - 2007

Chico Municipal Airport – Rehabilitate Airfield Lighting and Signage - 2007

Stockton Metropolitan Airport – General Aviation Apron and Tee Hangar Taxiway Reconstruction Phase I – 2008

Beckwourth-Nervino Airport – Runway Safety Area Grading – 2009

Placerville Airport – Crack Repair and Slurry Seal West Hangar and Apron Area, Remark Runway Blast Pads, Construct Runway Exit Taxiway – 2011

Tulelake Airport – Rehabilitation of Aircraft Parking Apron – 2012

Rogers Field, Chester, California – Reconstruct Tee Hangar Taxilanes – 2012

Visalia Municipal Airport – East Side Drainage Upgrade – 2013

Oroville Municipal Airport – North Side Apron Rehabilitation – 2013

Watsonville Municipal Airport – Reconstruct Taxiway C & GA Apron Phase 1 – 2014

Stockton Metropolitan Airport – Rehabilitate Runway & Taxiway Lighting and Signage – 2014

Tracy Municipal Airport – Reconstruct Runways and Taxiways – 2015

Madera Municipal Airport – Reconstruct General Aviation Apron Phase 2 – 2016

Tracy Municipal Airport – Reconstruct General Aviation Tie Down Apron – 2017

Oroville Municipal Airport – Construct Taxiway K – 2018

Visalia Municipal Airport – Hangar Buildings and Site – 2019

Visalia Municipal Airport – Crack Seal Airfield Pavements - 2020

## DAVID BALTAZAR, E.I.T. - RESIDENT INSPECTOR/TESTING TECHNICIAN

***Education:*** B. Sc. in Mechanical Engineering, California State University, Sacramento 2007

***PROFESSIONAL EXPERIENCE:***

Mr. Baltazar has been involved in airfield pavement testing and inspection on airports in the Western United States since 2004. He has 19 years of progressive field and laboratory experience in testing and inspection of airfield projects in our office. He is experienced in the inspection of runways, taxiways, aprons, and roads, including paving, grading, drainage, lighting, utilities, etc. Mr. Baltazar has been responsible for field and laboratory testing and inspection on several airports over the past few years.

***REPRESENTATIVE PROJECTS:***

*Field Inspection and Testing/Resident Project Representative (RPR):*

Gansner Field – Rehabilitate Taxiways and Aircraft Parking Apron – 2004

Cedarville Municipal Airport – Construct Tee Hangar Taxiways – 2005

Georgetown Airport - Reconstruct and Light Runway 16-34 – 2005

Gansner Field – Reconstruct Aircraft Parking Apron Phase 2 – 2005

Lincoln Regional Airport - Reconstruct S. T/W, Replace VASI with PAPI – 2007

Stockton Metropolitan Airport - Rehabilitate Runway 11R-29L – 2007

Madera Municipal Airport – Reconstruct Runway 9-27 & Taxiways – 2008

Lake Tahoe Airport – Reconstruct Runway 18-36 – 2008

Lake Tahoe Airport – Reconstruct Terminal Ramp Phases 1 and 2 – 2009

Chico Municipal Airport – Rehabilitation of Aircraft Parking Aprons – 2008 through 2010

Oroville Municipal Airport – Rehabilitate Airfield Pavements – Crack Seal, Remark Airfield Markings – 2011

Tulelake Airport – Rehabilitation of Aircraft Parking Apron – 2012

Truckee Tahoe Airport t – Reconstruct Runway 10-28 – 2012

Rogers Field – Joint Seal Airfield Pavements – 2013

Rogers Field- Reconstruct Tie Down Apron - 2015

Alturas Municipal Airport – Helicopter Parking Apron - November 2016

Truckee Tahoe Airport – Reconstruct Hangar Taxilanes CD and DE (East) – August 2017

Madera Municipal Airport – Crack Seal Airfield Pavements – 2018

Chowchilla Municipal Airport – Crack Seal and Slurry Seal Taxiway A and Apron – 2018

Truckee Tahoe Airport – Reconstruct Taxilane R – 2019

Truckee Tahoe Airport - Reconstruct Med Services Apron and Runway Blast Pad, Construct Wash Rack – 2020

Truckee Tahoe Airport – Reconstruct Taxiway A West and Cross Taxiways – 2021

University Airport – Runway 7-25 Rehabilitation and Widening, Exit Pavements, and Airfield Lighting - 2023

# IV. RESUMES OF CONTRACTOR'S QUALITY CONTROL PERSONNEL

***Project Superintendent***

***(To be added once Contractor has been selected)***

***Quality Control Manager***

***(To be added once Contractor has been selected)***

***Testing Laboratory***

***(To be added once Contractor has been selected)***

# V. INSPECTION PROCEDURES AND FREQUENCIES

## INSPECTION PROCEDURES AND FREQUENCIES

A. Surveying and Grade Control

The surveying to be included in this program will be provided by the Contractor and shall be limited to that required for construction of the project. All field notes and data collected during construction shall be made available to the RPR. The survey party shall consist of a qualified party chief and survey crew. All survey equipment shall be verified for proper working operation prior to use. All required horizontal and vertical control is in place and was established in design surveys.

For horizontal control, the referenced datum is NAD83. For vertical control, the referenced datum is NAVD88. The construction monuments shall be adequately protected throughout the duration of the project.

The Contractor shall accomplish construction layout and staking by using horizontal and vertical control monuments established by the Sponsor's surveyor. The responsibility and risk associated with the construction layout shall be borne by the Contractor. The RPR will review Contractor's layouts and final grades.

During the course of the project work, the RPR will make spot checks on alignment, verify proper cross sections of the completed pavement layers, and verify final cross sections for computing final pay quantities as required. Where applicable, RPR will observe and verify Contractor's final grade surveys and utilize these data for calculating pay quantities. A copy of all Contractor's survey notes shall be given to the RPR.

B. Quality Control By Contractor - Inspection and Testing Responsibility

The Contractor is responsible for Quality Control on this project. All definable features of work will be inspected on a daily basis to ensure continuing compliance with contract requirements until completion of the particular item of work. The following inspections will be addressed:

1. The Contractor will prepare the asphalt mix design for the HMA proposed for use on the project. The laboratory will be accredited in accordance with ASTM D3666. The laboratory accreditation must be current and listed on the accrediting authority's website. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the RPR prior to start of construction.

2. The Contractor will prepare the concrete mix design for the concrete proposed for use on the project.

3. During plant operation for material production, quality control test results and periodic inspections will be utilized to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the specifications. All equipment utilized in proportioning and mixing will be inspected to ensure its proper operating condition.

All necessary inspections will be performed by certified technicians on a daily basis and documented.

4. During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations and in conformance with the specifications and are within the plan dimensions, lines, grades, and tolerances specified. All necessary inspections will be performed by certified technicians on a daily basis and documented.

5. Any test results that do not meet specification requirements will be immediately reported to the Contractor's Superintendent and the RPR. Corrective measures will be implemented, and new tests and inspections performed to demonstrate that corrections have been made.

6. Test reports will be prepared and transmitted to the RPR, as follows:

    a. Daily
    b. Weekly Summary in typewritten Electronic format
    c. Final Summary in typewritten Electronic format

    Failing test results will be highlighted and corrective action noted.

    <u>If the daily and weekly summary reports are not received by the Engineer by Monday morning of each week during construction, the work will be shut down and Contractor shall not be allowed to proceed with the work until the reports have been submitted.</u>

7. Submittals – All required submittals will be prepared, reviewed and submitted to the RPR. Only Contractor reviewed submittals will be accepted.

C. <u>Quality Assurance By RPR</u> – Inspection and Testing Responsibility

The RPR is responsible for Quality Assurance on this project. All definable features of work will be inspected on a daily basis to ensure continuing compliance with contract requirements until completion of the particular item of work. The following inspections will be addressed:

a. Compaction
b. Grade and alignment
c. Suitability test results
d. Surface tolerance
e. Rideability
f. Finish grading and revegetation if necessary
g. Pavement marking

A daily inspection report will be completed as shown in this section of the Construction Management Plan. Weekly reports (FAA Form 5370-1), along with a weekly statement of working days, will be submitted to the Sponsor, the Contractor, and the Federal Aviation Administration.

D. Quality Control Test Program

The Quality Control Test Program performed by the Contractor and established for this project is shown on the Quality Control Testing Schedule included on Page VII-2.

Reports of all testing by the Contractor and RPR will be prepared daily and summarized weekly as required. Samples of the proposed report forms are included on the following pages.

**BRANDLEY ENGINEERING**
**LOOMIS, CALIFORNIA**

Report No. _____

**INSPECTION REPORT**

{X} Daily
{ } Weekly
{ } Monthly

**AIRPORT:** Madera Municipal Airport, Madera, California

**DATE:** _____

**PROJECT:** Rehabilitate Apron A2 and Hangar Taxilanes

**WEATHER:** _____

**AIP NO.:** 3-06-0144-___-2025

**TEMPERATURE: min**____ **max**____

**CONTRACTOR:** _____

**WORKING DAY: yes { } no { }**

Contract Working Days – Base Bid 25
Alternate 1 6
Alternate 2 6

**A. EARTHWORK**
1. { } Muck Excavation (P-152) _____
2. { } Subbase Course (P-154) _____
3. { } Geogrid (P-154) _____
4. { } _____

**B. FLEXIBLE BASE COURSES**
5. { } In-Place FDR Asphalt Aggregate Subbase (P-207) _____
6. { } Crushed Aggregate Base Course (P-209) _____
7. { } Scarify and Recompact Existing Aggregate Base Course (P-209) _____
8. { } _____

**C. FLEXIBLE SURFACE COURSE**
7. { } Asphalt Mix Surface Course (P-401) _____
8. { } _____

**D. MISCELLANEOUS PAVING**
9. { } Emulsified Asphalt Prime Coat (P-602) _____
10. { } Emulsified Asphalt Tack Coat (P-603) _____
11. { } Joint Sealing Filler (P-605) _____
12. { } Concrete Encase Existing Utilities (P-610) _____
13. { } _____

**E. MARKING**
14. { } Marking (P-620) _____
15. { } Reflective Media (P-620) _____
16. { } _____

**F. MISCELLANEOUS PROJECT**
17. { } Gate Loop (Plan Sheet 8) _____
18. { } _____

**Dated: _____**

REMARKS:

_____

_____

_____

_____

_____

_____

_____

_____

## CONTRACTOR'S PERSONNEL/EQUIPMENT ON SITE

| EQUIPMENT | PERSONNEL |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Visitors:_____ Personnel:_____

_____

Date: _____ By: _____

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

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

# Construction Progress and Inspection Report

**Airport Grant Program**

Period Ending

Project Number
AIP 3-06-0144-

Airport Name
Madera Municipal Airport, Madera, California

| Project Description | Contractor's Name |
|---|---|
| Rehabilitate Apron A2 and Hangar Taxilanes | |

| 1. Contract Time | No. Days Charged to Date | Last Working Day Charged (Date) |
|---|---|---|
| | | |

2. Brief Weather Summary this Period, including Approximate Rainfall and Periods of Below Freezing Temperature *(On earthwork jobs, include soil conditions.)*

3. Rough Estimate of Percent Completion to Date of Construction Phases *(Include items such as clearing, grading, drainage, base, surface, lighting, etc.)*

4. Work Completed or In Progress this Period

5a. Summary of Laboratory and Field Testing this Period *(Note failing tests and any retests. Summarize out-of-tolerance.)*

5b. Material *(Identify material subject to pay reduction.)*

6. Description of Anticipated Work by Contractor for Next Period

7. Problem Areas/Other Comments *(Include revisions to plans and specifications approved or denied, delays, difficulties, etc. and actions taken.)*

**SPONSOR'S INSPECTOR OR REPRESENTATIVE**

| Date | Typed or Printed Name and Title | Signature |
|---|---|---|
| | | |

FAA Form 5370-1 (2/24) SUPERCEDES PREVIOUS EDITION

BRANDLEY ENGINEERING
6125 King Road, Suite 201 * Loomis, California 95650-8004 * (916) 652-4725

# WEEKLY STATEMENT OF WORKING DAYS

AIRPORT: Madera Municipal Airport DATE:
PROJECT: Rehabilitate Apron A2 and Hangar Taxilanes AIP NO: 3-06-0144-___-2025

TO: (Contractor) _____

The following statement shows the number of working days charged to your contract for the week ending _____.

| | |
|---|---|
| Date Contract Approved | |
| Date of First Chargeable Working Day | |
| Date Contractor Began Work | |
| Working Days Specified in Contract | |
| Time Extensions by Approved Change Order | 0 |
| Total Authorized Working Days | 0 |
| Total Authorized Calendar Days | - |
| Date Job Shutdown due to Weather Conditions | - |
| Date Job Resumed | - |

| DATE | DAY | WEATHER OR CONDITIONS | WORKING DAY CHARGED | Nonworking Day Caused by Weather or *Other Conditions |
|---|---|---|---|---|
| | Sunday | | | |
| | Monday | | | |
| | Tuesday | | | |
| | Wednesday | | | |
| | Thursday | | | |
| | Friday | | | |
| | Saturday | | | |

| | |
|---|---|
| Days this Week | |
| Days Previously Reported | |
| Total Days to Date | |

| | |
|---|---|
| Working Days Remaining to Complete Contract | 0 |
| Project Completion this Week | 0% |
| Project Completion to Date | 0% |
| Contract Time Elapsed | #DIV/0! |

Note: The Contractor will be allowed 15 days to protest in writing the correctness of this statement; otherwise, the statement shall be deemed to have been accepted by Contractor.

RESIDENT PROJECT REPRESENTATIVE

* Remarks: _____

# VI. SUBMITTAL PROCESS

# SUBMITTAL PROCESS

At the Preconstruction Conference, the Contractor will provide a listing of all submittals required for the project for approval by the RPR. The listing can be developed in a spreadsheet format and shall include:

a. Specification item number
b. Item description
c. Description of submittal
d. Specification paragraph requiring submittal
e. Scheduled data of submittal

After approval of this list, individual submittals will be submitted to the RPR for approval a minimum of 10 calendar days before use, installation, or construction. Contractor shall review and approve all submittals prior to submittal to RPR. Any submittal that does not include Contractor's review and approval signature will not be accepted. The RPR will review submittals and return them to the Contractor either approved or rejected. No materials will be delivered to the project until submittals are approved.

Certificates of compliance for all manufactured or prefabricated materials shall be delivered to the RPR.

Upon delivery to the site, the RPR will inspect each item to assure that it is the same as the approved submittal.

The Submittal Schedule and review path are shown on the following pages.

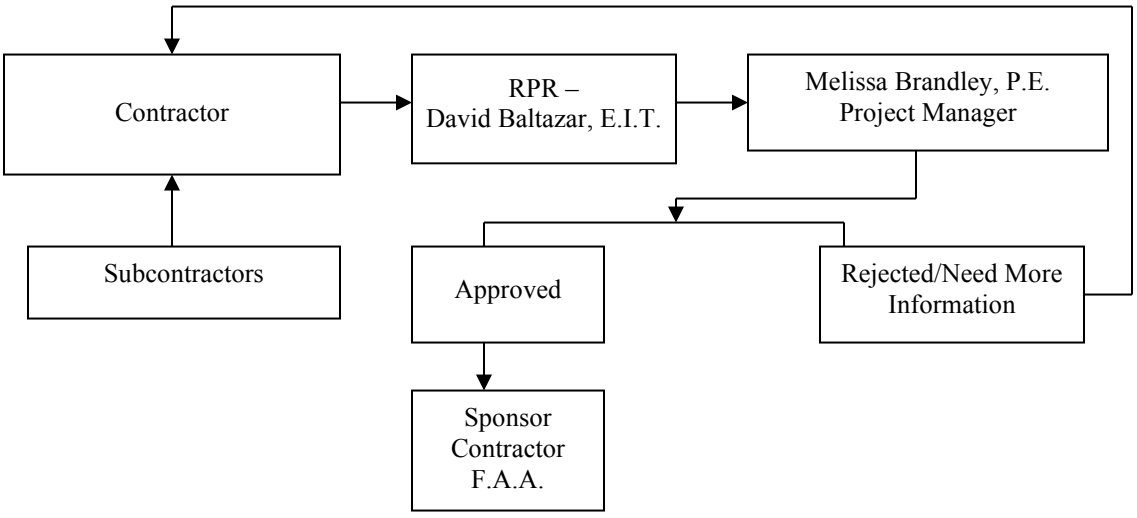
**MADERA MUNICIPAL AIRPORT - REHABILITATE APRON A2 AND HANGAR TAXILANES - AIP 3-06-0144-___-2025**

**SUBMITTAL SCHEDULE**

| Base Bid Item | Item Description | Type Submittal | Project Spec. | Material Specification | Title |
|---|---|---|---|---|---|
| -- | Construction Schedule | CMP | -- | N/A | N/A |
| -- | List of Materials/Schedule of Values | List | SC (18)b&d | N/A | N/A |
| -- | Safety Plan Compliance Document | Manual | SC (17)a | N/A | N/A |
| -- | Contractor Quality Control Program | Manual | C-100 | N/A | N/A |
| 1 | Storm Water Pollution Prevention Plan | Plan/Permit | C-103 | N/A | N/A |
| 5 | Subbase Course (P-154) | Suitability Tests | 154-2.1 | ASTM D1883 | California Bearing Ratio (CBR) |
| | | Gradation | | C 136 & C 117 | Sieve Analysis |
| 6 | Geogrid (P-154) | Product Data | 154-2.4 | N/A | N/A |
| 10 | Crushed Aggregate Base Course (P-209) | Suitability Tests | 209-2.1 | ASTM C131<br>ASTM C88<br>ASTM D5821<br>ASTM D4791<br>ASTM C142<br>ASTM D4318 | LA Rattler<br>Sodium Sulfate Soundness<br>Fractured Particles<br>Flat or Elongated Particles<br>Clay Lumps and Friable Particles<br>Liquid Limit and Plasticity Index |
| | | Gradation | 209-2.2 | C 136 & C 117 | Sieve Analysis |
| 12 | Asphalt Surface Course (P-401) | Aggregate Suitability Tests - Coarse Aggregate | 401-2.1a | ASTM C 88<br>ASTM D5821<br>ASTM C 131<br>ASTM C142<br>ASTM D4791 | Sodium Sulfate Soundness<br>Fractured Particles<br>LA Rattler<br>Clay Lumps and Friable Particles<br>Flat or Elongated Particles |
| | | Aggregate Suitability Tests - Fine Aggregate | 401-2.1b | ASTM D4318<br>ASTM C88<br>ASTM D2419<br>ASTM D1073 | Liquid Limit and Plasticity Index<br>Sodium Sulfate Soundness<br>Sand Equivalent<br>Natural Sand |
| | | Mineral Filler | 401-2.2 | ASTM D242<br>ASTM D4318 | Mineral Filler<br>Plasticity Index |
| | | Asphalt Binder - Certificate | 401-2.3 | ASTM D6373 | Asphalt Binder |
| | | Anti-Strip Agent | 401-2.4 | N/A | N/A |
| | | JMF Laboratory | 401-3.2 | ASTM D3666 | Agencies Testing & Inpsection Road & Paving Materials |
| | | Air Voids<br>Percent VMA<br>Tensile Strength<br>Gradation<br>Job Mix Formula<br>Marshall Tests | 401-3.3 | ASTM D3203<br>ASTM D6995<br>ASTM D4867<br>C 136 & C 117<br>N/A<br>Asphalt Institute MS-2 | Air Voids<br>Percent Voids in Mineral Aggregate (VMA)<br>Effect of Moisture on AC Mixtures<br>Sieve Analysis<br>N/A<br>Marshall Method of Mix Design |
| | | Asphalt Pavement Analyzer or Hamburg Wheel Test | 401-3.3 | AASHTO T340<br>AASHTO T324 | Rutting Susceptibility of HMA Using APA<br>Hamburg-Wheel-Track Testing of Compacted AC |
| 13 | Emulsified Asphalt Prime Coat (P-602) | Certificate | 602-2.1 | ASTM D977 | Emulsified Asphalts |
| 14 | Emulsified Asphalt Tack Coat (P-603) | Certificate | 603-2.1 | ASTM D977 | Emulsified Asphalts |
| 15 | Joint Sealing Filler (P-605) | Certificate | 605-2.1 | ASTM D6690 | Joint & Crack Sealants, Hot Applied |
| | Backer Rod (P-605) | Certificate | 605-2.2 | ASTM D5249 | Backer Materials for Use with Joint Sealants |
| 16 | Concrete (P-610) | Alkali-Silica Reaction | 610-2.1 | ASTM C 1260 | Alkali Reactivity |
| | | Aggregate - Coarse<br>Gradation - Coarse | 610-2.2 | ASTM C33<br>ASTM C 136 | Concrete Aggregates<br>Sieve Analysis |
| | | Aggregate - Fine | 610-2.3 | ASTM C33 | Concrete Aggregates |
| | | Cement - Certificate | 610-2.4 | ASTM C 150 | Portland Cement |
| | | Cementitious Materials | 610-2.5 | ASTM C618<br>ASTM C989 | Fly Ash<br>Slag Cement |
| | | Admixtures | 610-2.7 | ASTM C260<br>ASTM C 494<br>ASTM C494 | Air-entraining Admixtures<br>Water-reducing Admixtures<br>Chemical Admixtures |
| | | Premolded Joint Material | 610-2.8 | ASTM D 1751<br>ASTM D 1752 | Preformed Expansion Joint Filler<br>Preformed Sponge Rubber & Cork Joint Filler |
| | | Steel Reinforcement | 610-2.10 | ASTM A615 | Deformed Bars |
| | | Concrete Curing - Certificates | 610-2.11 | ASTM C 309 | Liquid Membrane Forming Compounds |
| 17 | Marking Materials (P-620) | Certificate | 620-2.2a | Fed Spec TT-P-1952 | Paint, Traffic, and Airfield Marking |
| 18 | Reflective Media (P-620) | Certificate | 620-2.2b | Fed Spec TT-B-1325 | Beads (Glass Spheres) Retroreflective |
| -- | Gate Loop | Product Data | Plans | N/A | N/A |

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## PATH FOR REVIEW AND APPROVAL OF SUBMITTALS



# VII. QUALITY CONTROL TESTING

# QUALITY CONTROL TESTING

Quality Control Testing will be performed under the direction of the Contractor and will be reviewed by the Resident Engineer.

A Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Resident Project Representative (RPR), Contractor, subcontractors, testing laboratories, and Owner's representative must be held prior to start of construction. The QC/QA workshop will be facilitated by the Contractor. The Contractor shall coordinate with the Airport and the RPR on time and location of the QC/QA workshop. Items to be addressed, at a minimum, will include:

**a.** Review of the CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.

**b.** Discussion of the QA program.

**c.** Discussion of the QC and QA Organization and authority including coordination and information exchange between QC and QA.

**d.** Establish regular meetings to discuss control of materials, methods and testing.

**e.** Establishment of the overall QC culture.

The Quality Control Testing Schedule, flow path, and corrective action plan proposed for this project are shown on the following pages.

**MADERA MUNICIPAL AIRPORT**

**REHABILITATE APRON A2 AND HANGAR TAXILANES**
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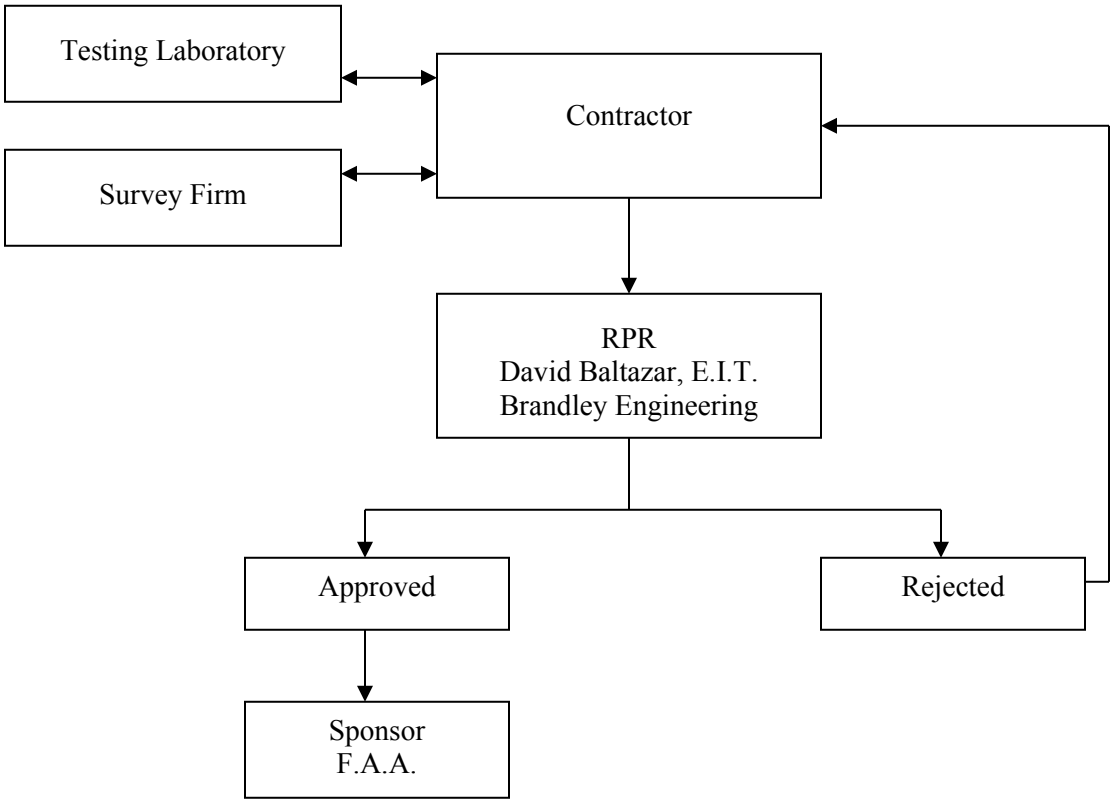
## QUALITY CONTROL TESTING SCHEDULE

| Spec. No. | Material | Min Frequenc | Testing | ASTM | Title |
|---|---|---|---|---|---|
| P-152 | Excavation | | Laboratory Compaction Test | | |
| | | 1/1,000 SY | Field Density Test - Nuclear (Control) | D1556 | In-Place Density - Sand Cone |
| | | | | D 6938 | In-Place Density - Nuclear |
| P-152 | Scarify and Recompact Subgrade | 1/1,000 SY | Field Density Test - Nuclear (Control) | D1556<br>D6938 | In-Place Density - Sand Cone<br>In-Place Density - Nuclear |
| | | 50-foot grid | Field Surface Tolerance | N/A | N/A |
| P-154 | Subbase Course | 1/day | Control Gradation (Production) | C 136 | Sieve Analysis - Fine & Coarse Aggregates |
| | | 2/1,200 SY | Laboratory Compaction Test | D 1557 | Laboratory Compaction |
| | | 50-foot grid | Surface Tolerances - Smoothness/Grade | N/A | N/A |
| | | 2/1,200 SY | Field Density Test - Nuclear (Control) | D1556<br>D 6938 | In-Place Density - Sand Cone<br>In-Place Density - Nuclear |
| | | 2/1,200 SY | Thickness | N/A | N/A |
| P-207 | FDR Recycled Asphalt - Subbase Course | 2/1,200 SY | Laboratory Compaction Test | D 1557 | Laboratory Compaction |
| | | 2/day | Control Gradation (Production) | C 136 | Aggregates |
| | | | Optimum Moisture Content | D 2216 | Water (Moisture) Soil & Rock |
| | | As Needed | California Bearing Ratio | D 1883 | California Bearing Ratio |
| | | 50-foot grid | Surface Tolerances - Smoothness/Grade | N/A | N/A |
| | | 2/1,200 SY | Field Density Test - Nuclear (Control) | D1556<br>D 6938 | In-Place Density - Sand Cone<br>In-Place Density - Nuclear |
| | | 2/1,200 SY | Thickness | N/A | N/A |
| P-209 | Aggregate Base Course | | Aggregate Suitability Tests* | | |
| | | 2/day | Control Gradation (Production) | C 136 | Sieve Analysis - Fine & Coarse Aggregates |
| | | 25-foot grid | Field Surface Tolerance | N/A | N/A |
| | | 2/1,200 SY | Laboratory Compaction Test | D 1557 | Laboratory Compaction |
| | | 2/1,200 SY | Field Density Test - Nuclear (Control) | D1556<br>D 6938 | In-Place Density - Sand Cone<br>In-Place Density - Nuclear |
| | | 2/1,200 SY | Thickness | N/A | N/A |
| P-209 | Scarify and Recompact Existing Aggregate Base Course | 1/1,000 SY | Field Density Test - Nuclear (Control) | D1556 | In-Place Density - Sand Cone |
| | | | | D1557 | Laboratory Compaction |
| | | | | D6938 | In-Place Density - Nuclear |
| | | 50-foot grid | Field Surface Tolerance | N/A | N/A |
| P-401 | Asphalt Surface Course | | Job Mix Formula (Item 401-3.2) | -- | -- |
| | | As Necessary | Asphalt Pavement Analyzer or Hamburg Wheel Test | T340 or T324 | -- |
| | | 2/Day | Control Gradation (Production) | C117/C136/ D544 | Sieve Analysis |
| | | 2/Day | Asphalt Content | D6307 | AC Content - Ignition Method |
| | | | | D2172 | Extraction of Bitumen from Mixtures |
| | | 1/Day | Moisture Content of Aggregates | C 566 | Moisture Content of Aggregate |
| | | 1/Day | Moisture Content of Asphalt | D 1461 | Moisture Distillates in Mixture |
| | | 4/Day | Temperatures | N/A | N/A |
| | | 1/Sublot | Field Test Cores | D 3665 | Random Sampling of Materials |
| | | As Necessary | Field Density Test - Nuclear (Control) | D 2950 | Density of Bituminous Concrete |
| | | Daily | Smoothness | N/A | N/A |
| | | Daily | Grade | N/A | N/A |
| P-610 | Structural PCC | | Aggregate Suitability Tests* | -- | -- |

*See Submittal Schedule

**MADERA MUNICIPAL AIRPORT**
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## FLOW CHART – QUALITY CONTROL RESPONSIBILITIES
**(Between Testing Laboratory, Contractor, and RPR)**



## QUALITY CONTROL CORRECTIVE ACTION PLAN

In the event that inspection or test results indicate unsatisfactory production or construction processes, immediate action will be taken. Corrective actions may range from a minor process adjustment to temporary termination of production. Correction action options are contained in this section of the Construction Management Plan.

Corrective actions will be taken each time that inspection or testing results show a material quality or process to be out of compliance. When any tests fall outside tolerance levels, an appropriate investigation will be set up to determine the cause and bring the material back into tolerance. Where two consecutive tests are outside tolerance levels, then Contractor will take immediate corrective action. This corrective action will occur regardless of its impact upon production. If three consecutive tests are out of specification, then production will immediately be halted and will not resume until it is demonstrated that all requirements can be met. Production will recommence only upon approval of the RPR.

| Item Description | Corrective Action |
|---|---|
| ***SUBGRADE – ITEM P-152:*** | |
| Density | If test results are outside the tolerances set forth in Item P-152 of the specifications, the entire lot shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached. |
| Surface Tolerances | Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches, reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. Subbase course will not be placed until the corrections have been made and the RPR has inspected and approved. |
| ***SUBBASE COURSE – ITEM P-154/ ITEM P-207:*** | |
| Density | If the specified density is not attained, the area represented by the failed test shall be reworked and/or recompacted and two additional random tests made. This procedure shall be followed until the specified density is reached. |
| Gradation | If test results are outside the tolerances set forth in Item P-154 and P-207 of the specifications, an immediate investigation will be conducted to determine the cause. Corrections will be made, and material will be tested immediately to assure that the correction has been effective. |
| Surface Tolerances | Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches, reshaped and re-compacted to grade until the |

| Item Description | Corrective Action |
|---|---|
| | required smoothness and accuracy are obtained and approved by the RPR |
| Thickness | Where the thickness is deficient by more than 1/2-inch, the Contractor shall correct such areas at no additional cost by scarifying to a depth of at least 3 inches, adding new material of proper gradation, and the material shall be blended and recompacted to grade. |

***AGGREGATE BASE COURSE – ITEM P-209:***

| | |
|---|---|
| Gradation | If test results are outside of the tolerances set forth in Item P-209 of the specifications, an immediate investigation will be conducted to determine the cause. Corrections will be made, and material will be tested immediately to assure that the correction has been effective. |
| Finished Grade | If finished grade of aggregate base is outside limits, then the surface will be regraded before bituminous surface course is placed. asphalt surface course will not be placed until the corrections have been made and the QC Manager has inspected and approved. |
| Percent Crushed | If test results are outside the limits set forth in Item P-209 of the specifications, an immediate investigation will be conducted to determine the cause. Corrections will be made, and material will be tested immediately to assure that the correction has been effective. |
| Density of AB in-Place | If the field density of aggregate base in-place determination indicates that the aggregate base is not being placed to a minimum of the required maximum density of the lab specimen, immediate action will be taken. Corrections will be made, and material will be tested immediately to assure that the correction has been effective. |

***ASPHALT SURFACE COURSE – P-401:***

| | |
|---|---|
| Surface Tolerance | If the finished surface varies more than 1/4" when tested with a 12-foot straightedge, immediate action will be taken to bring finish surface within the specified tolerance. If the completed thickness is deficient by more than ¼" of the design thickness, corrective action will be taken by excavating to the required depth and replacing with new material. If the completed thickness is thicker and/or surface straightedge tolerances are exceeded, RPR will evaluate suitability of finished product and Contractor may be requested to grind the surface or remove and replace the AC pavement. |

| Item Description | Corrective Action |
|---|---|
| Asphalt Content | If one point falls outside the suspension limit of ±0.70%, or two consecutive points fall outside the action limit of ±0.45%, an immediate investigation will be conducted to determine the cause. Corrections will be made and material will be tested immediately to assure that the correction has been effective. |
| Aggregate Gradation | If test results are outside of limits set forth in the control charts in paragraph 401-6.5 of the specifications, an immediate investigation will be conducted to determine the cause. Corrections will be made, and material will be tested immediately to assure that the correction has been effective. |
| Aggregate Moisture | When individual or composite aggregate moisture values differ from those of the plant computer, the plant computer will be adjusted to reflect the most recent aggregate moisture. |
| Asphalt Temperature | If the asphalt temperature is not sufficient to provide adequate coating of aggregate particles or the asphalt temperature exceeds 325º F (148º C) the plant operator will immediately take corrective action to raise or lower the temperature as needed. Temperature will be closely monitored to verify that the correction was adequate. |
| Aggregate Temperature | If the aggregate and mineral filler temperature exceeds 347º F (175º C) when asphalt is added, the plant operator will immediately take corrective action to lower the temperature as needed. Temperature will be closely monitored to verify that the correction was adequate. |
| Mix Moisture Content | If the mix moisture exceeds 0.5%, the plant operator will be notified, and corrective action will be taken to reduce the moisture in the mix. Aggregate piles may be spread to dry, aggregate time in the heater may be increased, etc. |
| Aggregate Base Preparation (P-209) | If the inspection indicates that the aggregate base is not compacted to 100% maximum density under areas to be paved, immediate action will be taken. Aggregate base problems will be corrected – dried, cleaned, compacted, graded, etc. Asphalt concrete will not be placed until the corrections have been made and the QC and QA Managers have inspected and approved. |
| Prime and Tack Coat (P-602 and P-603) | If inspection indicates that the prime and/or tack coat material or application is not in accordance with the specifications, immediately action will be taken. Prime/Tack coat will be re-applied, changed, time for "break" will be lengthened, etc. Bituminous surface course will not be placed until the corrections have been made and the RPR has inspected and approved. |

| Item Description | Corrective Action |
|---|---|
| Base Temperature | If the surface temperature is less than specified in Table 4 of paragraph 401-4.1 of the specifications, bituminous mixture will not be placed unless approved by the RPR. |
| Mix Temperature | If physical measurements indicate that the mix temperature is below the specified temperature, corrective action will be taken immediately. Cool mix will be returned to the plant and the operation will be changed to correct the situation that is causing the problem. AC will be held in tarped trucks and not windrowed until necessary. |
| In-Place Density | If field density determination indicates that the bituminous surface course is not being placed to a minimum theoretical maximum density of the mat at 92.8% or joint of 90.5%, immediate action will be taken. Roller operations will be investigated and may be changed, plant will be notified, and mix quality will be examined, temperature will be determined, etc. Density will be tested immediately following the corrective action to assure that the action has been effective. If a lot does not equal 90 percent within limits (PWL) of the compaction of both mat and joints, corrective action will be taken to increase the degree of compaction. |
| Air Voids | If the lot does not have air voids within the limits (PWL) of Table 5 of paragraph 401-5.2 of the specifications, the reason shall be determined, and corrective action will be taken. |
| Surface Smoothness | If the finished surface varies more than 3/8" for base course and ¼" of surface course using a 12-foot straightedge, corrective action will be taken. If more than 15% of all measurements within a lot exceed these tolerances using methods set forth in the specifications, then corrective action will involve removing deficient material and replacing with new. High points will be ground off when required. |
| Re-sampling Pavement | Corrective action for pavement items may include re-sampling of pavement. |

***STRUCTURAL PORTLAND CEMENT CONCRETE – (P-610):***

| | |
|---|---|
| Compressive Strength | If the test specimens fail to conform to the requirements for strength, changes shall be made to the concrete mixture to increase the strength to meet the requirements. When a given lot of concrete fails to meet the minimum requirements, the entire lot shall be replaced at the Contractor's expense. |

| Item Description | Corrective Action |
| --- | --- |
| Defective Work | Any defective work discovered after the forms have been removed, which in the opinion of the RPR cannot be repaired satisfactorily, shall be immediately removed and replaced at the expense of the Contractor. Defective work shall include deficient dimensions, or bulged, uneven, or honeycomb on the surface of the concrete. |

# VIII. QUALITY ASSURANCE TESTING

# QUALITY ASSURANCE TESTING

Quality Assurance Testing and Inspection will be performed by or under the direction of the RPR. Quality Assurance Testing, as a minimum, will include all final acceptance testing to make sure the final product is within specification limits and to determine pay factors for each item.

The Quality Assurance Testing Schedule, flow path charts, and pay factors are included on the following pages.

**MADERA MUNICIPAL AIRPORT**
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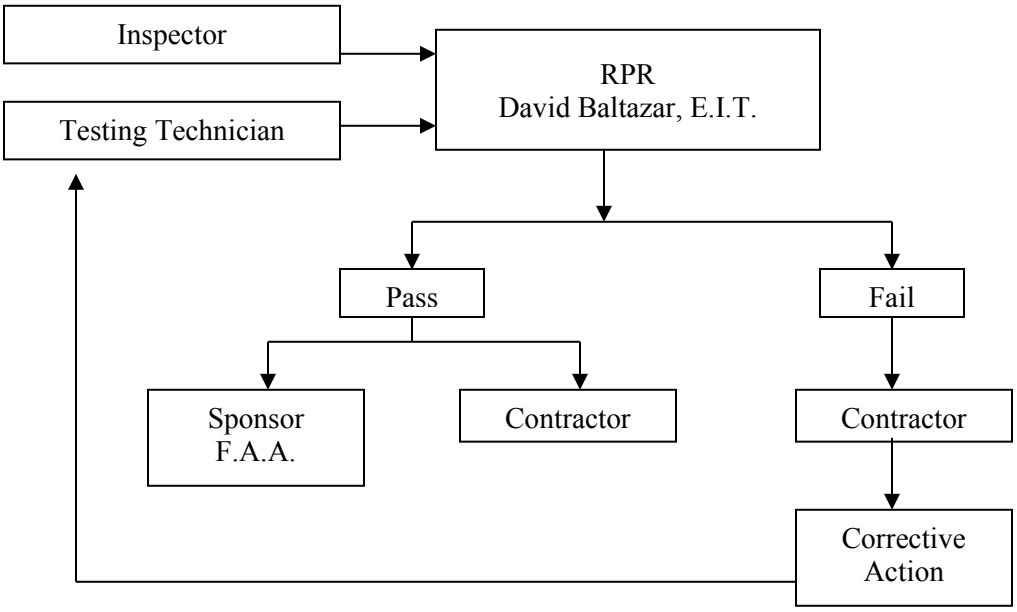
**QUALITY ASSURANCE TESTING SCHEDULE**

| Spec. No. | Material | Min Frequency | Testing | ASTM | Title |
|---|---|---|---|---|---|
| P-152 | Excavation | 1/1,000 SY | Field Density Acceptance Test - Sand Cone | D 1557 | Laboratory Compaction |
| P-154 | Subbase Course | 2/1,200 SY | Field Density Acceptance Test - Sand Cone | D 1557 | Laboratory Compaction |
| | | 50-foot grid | Field Surface Tolerance | N/A | N/A |
| P-207 | FDR Recycled Asphalt - Subbase Course | 2/day | Field Gradation (Placement) | C 136 | Sieve Analysis |
| | | 50-foot grid | Field Surface Tolerance(1) | N/A | N/A |
| | | 2/1,200 SF | Field Density Moisture Content | D 1557 | Laboratory Compaction |
| | | 2/1,200 SF | Field Density Acceptance Test - Sand Cone | D 1557 | Laboratory Compaction |
| P-209 | Aggregate Base Course | 2/day | Field Gradation (Delivery) | C 136 | Sieve Analysis |
| | | | Field Percent Crushed | | |
| | | 25-foot grid | Field Surface Tolerance(1) | N/A | N/A |
| | | 2/1,200 SF | Field Density Moisture Content | D 1557 | Laboratory Compaction |
| | | 2/1,200 SF | Field Density Acceptance Test - Sand Cone | D 1557 | Laboratory Compaction |
| P-209 | Scarify & Recompact Existing Base Course | 1/1,000 SY | Field Density Acceptance Test - Sand Cone | D 1557 | Laboratory Compaction |
| P-401 | Asphalt Surface Course | 4/day | Field Temperature | N/A | N/A |
| | | 1/sublot | Field Density, Voids, From Cores - Mat & Joint | | |
| | | 1/sublot | Bulk Specific Gravity | D2726 | Bluk Specific Gravity & Density |
| | | 1/sublot | Air Voids | D3203 | Percent Air Voids |
| | | Daily | Grade | N/A | N/A |
| | | Daily | Thickness | N/A | N/A |
| | | Daily | Smoothness | N/A | N/A |
| P-602 | Emulsified Asphalt Prime Coat | | Spread | N/A | N/A |
| P-603 | Emulsified Asphalt Tack Coat | | Spread | N/A | N/A |
| P-610 | Concrete | Each Day's Placement | Slump | C143 | Slump - Hydraulic Cement |
| | | | Air Content | C231 | Air Content Freshly Mixed Concrete |
| | | | Compressive Strength | C39 | Compressive Strength |
| P-620 | Airfield Marking | | Check Layout and Coverage | N/A | N/A |
| -- | Gate Loop | | Check Layout and Installation | N/A | N/A |

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**REHABILITATE APRON A2 AND HANGAR TAXILANES**
**AIP 3-06-0144-___-2025**

## FLOW CHART – QUALITY ASSURANCE RESPONSIBILITIES

**(Between Testing Laboratory, RPR, and Contractor)**



# PAY FACTORS

**Subgrade, Subbase Course, Aggregate Base Course** - If grade is high, the Contractor shall remove this excess material at no cost to the Owner. If grade is more than 1/2-inch low, the existing section shall be scarified, additional material added, and the total section recompacted.

**Asphalt Surface Course – Basis of Adjusted Payment -** The pay factor for each individual lot shall be calculated in accordance with the Price Adjustment Schedule shown below. A pay factor shall be calculated for both mat density and air voids. The lot pay factor shall be the higher of the two values when calculations for both mat density and air voids are 100% or higher. The lot pay factor shall be the product of the two values when only one of the calculations for either mat density or air voids is 100% or higher. The lot pay factor shall be the lower of the two values when calculations for both mat density and air voids are less than 100%. If PWL for joint density is less than 71% then the lot pay factor shall be reduced by 5% but be no higher than 95%.

**PRICE ADJUSTMENT SCHEDULE**

| Percentage of Material Within the Specification Limit (PWL) | Lot Pay Factor (Percent of Contract Unit Price) [1] |
|---|---|
| 96-100 | 106 |
| 90-95 | PWL + 10 |
| 75-89 | 0.5 PWL + 55 |
| 55-74 | 1.4 PWL – 12 |
| Below 55 | Reject[2] |

[1]Although it is theoretically possible to achieve a pay factor of 106 percent for each lot, actual payment above 100 percent shall be subject to the total project payment limitation specified in paragraph 401-8.1.

[2] The lot shall be removed and replaced. However, the RPR may decide to allow the rejected lot to remain. In that case, if the RPR and Contractor agree in writing that the lot shall not be removed, it shall be paid for at 50% of the contract unit price and the total project payment shall be reduced by the amount withheld for the rejected lot.

For each lot accepted, the adjusted contract unit price shall be the product of the lot pay factor for the lot and the contract unit price. The total project payment for plant mix asphalt pavement shall not exceed 106 percent of the product of the contract unit price and the total number of tons of asphalt used in the accepted work. Payment in excess of 100% for accepted lots of asphalt shall be used to offset payment for accepted lots of asphalt pavement that achieve a lot pay factor less than 100%.

Payment for sublots which do not meet grade in accordance with specification requirements after correction for over 25% of the sublot shall be reduced by 5%.

**Other Materials** – Payment for accepted other materials, such as prime coat, tack coat, paint, and beads will be measured in place and paid for at unit prices bid.

# IX. TEST RESULT DOCUMENTATION

# TEST RESULT DOCUMENTATION

A. Quality Control Tests and Inspections

The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

All records must cover both conforming and defective or deficient features and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

The Contractor shall be responsible for establishing a system which will record all quality control test results. Daily test reports shall document the following information:

(1) Technical specification item number and description;
(2) Test designation;
(3) Location;
(4) Date of test;
(5) Weather conditions;
(6) Control requirements;
(7) Test results;
(8) Causes for rejection;
(9) Recommended remedial actions; and
(10) Retests.

Test results from each day's work period shall be submitted to the RPR prior to the start of the next day's work period. The Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible Quality Control Manager and the Contractor.

Each week the Contractor shall provide Summary Reports to the RPR for testing on each product.

Each Contractor Quality Control Manager shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the Project Engineer. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

(1) Technical specification item number and description;
(2) Weather conditions;
(3) Compliance with approved submittals;
(4) Proper storage of materials and equipment;
(5) Proper operation of all equipment;
(6) Adherence to plans and technical specifications;
(7) Summary of any necessary corrective actions;
(8) Safety inspection; and
(9) Photographs and/or video

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible Quality Control Manager and the Contractor. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record.

B. Quality Assurance Tests and Inspections

The RPR shall maintain current quality assurance records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract.

Daily and weekly summary test reports will be prepared and furnished to Sponsor and Contractor.

The forms to be used for these records are included in this section of the Construction Management Plan.

C. Final Test Reports

After completion of the project and before final payment is made, all test data from the Contractor's Quality Control Testing for each material used on the project shall be summarized in tabular form in electronic format and submitted to the RPR.

Copies of typical test reports for each item of work are attached.

Quality Assurance tests only shall be used in the determination of pay factors for any material or for acceptance or rejection of any portion of the work.

FIELD DENSITY TESTS & COMPACTION CONTROL

JOB NAME: _____ DATE: _____ DAY: _____

JOB NUMBER: _____ SOIL CLASSIFICATION: _____

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Test No. | | | | | | | | |
| | Date of Test | | | | | | | | |
| | Location (use back if needed) | | | | | | | | |
| | Lift | | | | | | | | |
| | Elevation | | | | | | | | |
| A | Wet Soil - gm | | | | | | | | |
| B | Sand, start - gm | | | | | | | | |
| C | Sand, end - gm | | | | | | | | |
| D | Vol. Ring - gm | | | | | | | | |
| E | Sand, end + ring - gm (C + D) | | | | | | | | |
| F | Sand in Hole - gm (B - E) | | | | | | | | |
| G | Density Sand - lb/cu ft | | | | | | | | |
| H | Wet Density - lb/cu ft (A/F) * G | | | | | | | | |
| | Est. Moisture - % | | | | | | | | |
| | Tare No. | | | | | | | | |
| I | Wet Wt. + Tare | | | | | | | | |
| J | Dry Wt. + Tare | | | | | | | | |
| K | Wt. Water (I - J) | | | | | | | | |
| L | Wt. Tare | | | | | | | | |
| M | Wt. Dry Soil (J - L) | | | | | | | | |
| N | Water - % (K/M) | | | | | | | | |
| O | Dry Density - lb/cu ft [H/(1 + H)] | | | | | | | | |
| P | Max Dry Density - lb/cu ft | | | | | | | | |
| | Optimum Moisture - % | | | | | | | | |
| | Relative Compaction - % [(O/P) x 100] | | | | | | | | |

Depth of Fill Remaining _____ REMARKS _____

Job Progress - % Completed _____ _____

Inspector _____ Time _____ Mileage _____

**MADERA MUNICIPAL AIRPORT**
**MADERA, CALIFORNIA**

**REHABILITATE APRON A2 AND HANGAR TAXILANES**

**AIP NO 3-06-0144-___-2025**

**SUMMARY OF FIELD COMPACTION TEST RESULTS**
**(Contract Item: e.g. Aggregate Base Course)**

| Test No. | Date | Station | Offset | Elevation | Moisture Content (Percent) | Dry Density (pcf) | Maximum Dry Density (pcf) | Relative Compaction (percent) | Remarks |
|---|---|---|---|---|---|---|---|---|---|
| *SPECIFICATION* | | | | | | | | *100% Min.* | |
| | | | | | | | | | |
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**Madera Municipal Airport**
**Rehabilitate Apron A2 and Hangar Taxilanes**
**Asphalt Surface Course Payment Schedule Calculations**

| | | | |
|---|---|---|---|
| L | 2.0% | 92.8% | 90.5% |
| U | 5.0% | | |

| Date | Lot-Sublot | Load | Sample Location | Lift | Stability | Air Voids | Mat Density | Joint Density |
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**MADERA MUNICIPAL AIRPORT**
**MADERA, CALIFORNIA**

**REHABILITATE APRON A2 AND HANGAR TAXILANES**

**AIP NO. 3-06-0144-___-2025**

## ASPHALTIC CONCRETE TEST SUMMARY

| Date | Location | | | Lot No. | Sublot No. | Tonnage | Max. Density (pcf) | Compaction (% TMD) | | % Air Voids |
|---|---|---|---|---|---|---|---|---|---|---|
| | Area | Station | Offset | | | | | Mat | Joint | |
| ***SPECIFICATION*** | | | | | | | | ***92.8 Min.*** | ***90.5 Min.*** | ***2-5*** |
| | | | | | | | | | | |
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**MADERA MUNICIPAL AIRPORT**
**MADERA, CALIFORNIA**

**REHABILITATE APRON A2 AND HANGAR TAXILANES**

**AIP NO. 3-06-0144-__-2025**

**SUMMARY OF COMPRESSIVE STRENGTH TEST RESULTS -**
**STRUCTURAL PORTLAND CEMENT CONCRETE**

| Sample ID | Location | Date Cast | Slump (inch) | Air Content | Compressive Strength - psi | |
|---|---|---|---|---|---|---|
| | | | | | 7-day | 28-day |
| | ***Specification*** | | ***4 Max.*** | ***5% +/- 1.2%*** | | ***4,000 Min.*** |
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# X. FINAL TEST AND QUALITY CONTROL REPORT

# FINAL TEST AND QUALITY CONTROL REPORT

At the end of the project the RPR shall submit a final test and quality control report documenting the results of all tests performed both by the Contractor's Quality Control Program and the Sponsor's Quality Assurance Program. Those tests that failed or did not meet the applicable test standard shall be highlighted and corrective action/retesting noted. The report shall include the pay reductions applied or bonuses paid and justification for accepting any out-of-tolerance materials.

At the completion of the project the RPR will submit a Final Engineer's Report and Record Drawings. The summary test results of all Quality Control and Quality Assurance testing will be included in this report. Included in this final report will be the following:

- **Brief Narrative of Work Accomplished**
  - ✓ Include explanation for any deleted work items
  - ✓ Provide brief description of non-participating work items

- **Project Photographs**
  - ✓ Include a representative number of photographs that depict major elements of the project prior to the improvement and after completion of construction

- **Summary of Key Milestone Dates**
  - ✓ Receipt of Bids
  - ✓ Notice-To-Proceed
  - ✓ Substantial Completion
  - ✓ Contract
  - ✓ Final Inspection - Attach the final inspection record with any remaining punch list items as well
  - ✓ Final Acceptance

- **Contract Time**
  - ✓ Explanation of liquidated damages (if required)
  - ✓ Description of weather delays and winter shutdowns (Note: Calendar contracts require submittal of NWS data to support weather events exceeded the normal monthly events.)

- **Labor Provisions**
  - ✓ Statement of compliance with contract labor provisions (i.e. payroll reviews, etc.).
  - ✓ Summary of any complaints/findings and resolution.

- **Environmental Requirements**
  - ✓ Provide a statement if the environmental requirements were met and if not why.

- **Summary of DBE Utilization**
  - ✓ Prepare and submit a summary of the actual DBE participation compared to the contract goal.

- **Contract Change Orders and Quantity Adjustments**
  - ✓ Provide a change order summary with a delineation of eligible and ineligible costs
  - ✓ Detail and justify the changes required to engineering agreements, contract times, final construction quantities
  - ✓ Summarize FAA eligibility determinations from previously communicated change orders

- **Construction Material Testing and Acceptance**
  - ✓ Provide a summary of all required acceptance tests per the project specifications and the approved construction observation plan (Grant obligation).
  - ✓ Sponsor/consultant does not need to submit actual test reports with close out report but must make such information available upon request by the FAA.
  - ✓ The summary must provide clear explanation of any price adjustments due to the application of Percent Within Limit (PWL) rules.

# CONSTRUCTION PLANS FOR:

## MADERA MUNICIPAL AIRPORT
## MADERA, CALIFORNIA

## AIP NO. 3-06-0059-___-2025

# REHABILITATE APRON A2 & HANGAR TAXILANES

## MARCH 2025

### SHEET INDEX


| | |
|---|---|
| 1 | COVER SHEET & INDEX |
| 2 | CONSTRUCTION SAFETY & PHASING PLAN |
| 3 | COORDINATE LAYOUT PLAN |
| 4 | DEMOLITION PLAN |
| 5A | GRADING PLAN - BASE BID ONLY |
| 5B | GRADING PLAN - BASE BID + ALTERNATE 1 |
| 5C | GRADING PLAN - BASE BID + ALTERNATES 1 & 2 |
| 6 | TYPICAL SECTIONS |
| 7 | MARKING & GATE PLAN |
| 8 | MARKING & GATE DETAILS |
| 9 | SOIL BORING LOGS |
| 10 | SOIL BORING LOGS |


**MADERA MUNICIPAL AIRPORT**

**APPROVED:**_____ **DATE:**_____

DESIGNED BY:


BRANDLEY ENGINEERING

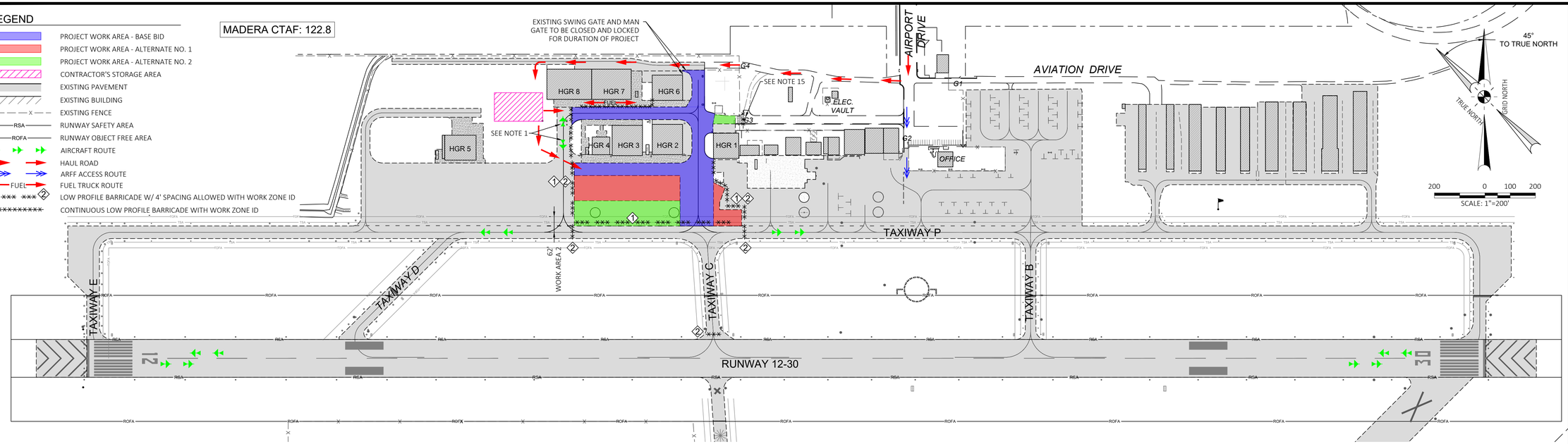
6125 KING ROAD, SUITE 201 · LOOMIS, CALIFORNIA 95650 · (916) 652-4725


REGISTERED PROFESSIONAL ENGINEER
MELISSA S. BRANDLEY
No. C 71139
Exp. 6-30-2026
CIVIL
STATE OF CALIFORNIA
3-13-25

LEGEND

- PROJECT WORK AREA - BASE BID
- PROJECT WORK AREA - ALTERNATE NO. 1
- PROJECT WORK AREA - ALTERNATE NO. 2
- CONTRACTOR'S STORAGE AREA
- EXISTING PAVEMENT
- EXISTING BUILDING
- EXISTING FENCE
- RUNWAY SAFETY AREA
- RUNWAY OBJECT FREE AREA
- AIRCRAFT ROUTE
- HAUL ROAD
- ARFF ACCESS ROUTE
- FUEL TRUCK ROUTE
- LOW PROFILE BARRICADE W/ 4' SPACING ALLOWED WITH WORK ZONE ID
- CONTINUOUS LOW PROFILE BARRICADE WITH WORK ZONE ID

MADERA CTAF: 122.8



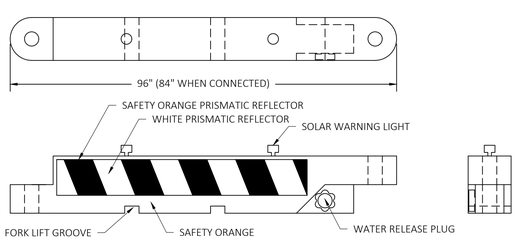

SAFETY PLAN NOTES:

1. CONSTRUCTION OF THIS PROJECT WILL BE PERFORMED AS EITHER THE BASE BID ONLY, THE BASE BID AND ALTERNATE 1, OR THE BASE BID AND ALTERNATE 1 AND ALTERNATE 2. THE DIVISION OF EACH PORTION IS AS SHOWN ON THIS SHEET. WORK AREA BOUNDARIES AND BARRICADE PLACEMENT SHALL BE AS SHOWN ON THIS SHEET AND DESCRIBED IN THESE NOTES. FOR VEHICLE AND AIRCRAFT RESTRICTIONS TO HANGARS IN PROJECT AREA SEE HANGAR ACCESS RESTRICTION TABLE THIS SHEET.
2. WORK AREA 2 IS THE PORTION OF THE BASE BID AND ALTERNATE 2 WITHIN THE TAXIWAY P OBJECT FREE AREA (TOFA), WHICH EXTENDS TO 62' FEET FROM THE TAXIWAY P CENTERLINE. WORK AREA 1 IS ALL OTHER PORTIONS OF THE PROJECT DESIGNATED TO BE REHABILITATED.
3. CONTRACTOR'S STORAGE AREA SHALL BE DESIGNATED IN THE AREA SHOWN ON THE PLANS AND THE PERIMETER MARKED BY APPROVED BARRICADES OR FENCING. NO SEPARATE PAYMENT FOR CLEARING & GRADING.
4. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE SECURITY AND CLEANLINESS OF THE WORK SITE AND CONTRACTOR'S STORAGE AREA AT ALL TIMES. CONTRACTOR SHALL MAINTAIN HAUL ROAD AND PAVED SURFACES CLEAN OF DEBRIS AT ALL TIMES. APRON AND TAXIWAYS SHALL BE MAINTAINED BROOM CLEAN.
5. CONTRACTOR SHALL LIMIT ALL CONSTRUCTION VEHICLE ACTIVITY TO THE LIMITS OF THE PROJECT AND THE HAUL ROAD SHOWN ON THE PLANS. NO CONSTRUCTION TRAFFIC WILL BE ALLOWED BEYOND THE LIMITS OF THE WORK AREA AND DESIGNATED HAUL ROUTES.
6. CONTRACTOR SHALL NOTIFY AIRPORT MANAGER AND RPR 30 DAYS PRIOR TO CLOSURE OF THE PROJECT SITE AND INSTALLING BARRICADES. CONTRACTOR SHALL FURNISH, ERECT & MAINTAIN LIGHTED BARRICADES AT THE BOUNDARY OF THE WORK AREA TO KEEP VEHICLES AND AIRCRAFT FROM ENTERING THE CONTRACTOR'S WORK AREAS.
7. WHEN CONSTRUCTION ACTIVITY IS WITHIN THE TAXIWAY OBJECT FREE AREA, CONTRACTOR SHALL SUBMIT A DETAILED SCHEDULE, A MINIMUM OF ONE WEEK IN ADVANCE OF SUCH ACTIVITY AND VERIFY CLOSURE OF TAXIWAY 48 HOURS PRIOR TO PLACING BARRICADES. CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN BARRICADES TO CLOSE THAT PORTION OF TAXIWAY IN WHICH THE CONTRACTOR IS WORKING
8. CONTRACTOR WILL PROVIDE A QUALIFIED FLAGGER WITH RADIO TO MONITOR AIRPORT FREQUENCY, 122.80 MHZ AND OBSERVE AIRCRAFT OPERATIONS WHEN CONTRACTOR IS WORKING NEAR ACTIVE RUNWAYS, TAXIWAYS AND RESTRICTED AREAS.
9. BARRICADES SHALL BE PLACED CLOSING TAXIWAY C AND THE PORTION OF TAXIWAY P ADJACENT TO WORK AREA 2 WHILE PERSONNEL OR EQUIPMENT ARE OPERATING WITHIN THAT AREA. DAYTIME CLOSURE OF TAXIWAYS C & P SHALL BE LIMITED TO A TOTAL OF 10 DAYS. WORK MAY OCCUR CONCURRENTLY IN WORK AREAS 1 AND 2. FOLLOWING PAVEMENT DEMOLITION IN WORK AREA 2, CONTRACTOR SHALL CONSTRUCT SHOULDER BACKING GRADED TO 5% ADJACENT TO THE OPEN TAXIWAY. 5% SHOULDER BACKING SHALL BE IN PLACE AND MAINTAINED AT ALL TIMES TAXIWAY P IS OPEN TO AIR TRAFFIC, AND UNTIL PAVING OPERATIONS IN WORK AREA 2 ARE COMPLETE. 5% SHOULDER BACKING SHALL BE IN PLACE ON A DAILY BASIS IN ORDER TO OPEN TAXIWAYS C & P AT THE END OF THE CONTRACTOR'S WORKING DAY OF 7AM TO 5PM.
10. CONTRACTOR SHALL PROTECT ALL SURVEY MARKERS, PROPERTY CORNER MARKERS, AND BENCH MARKS FROM DAMAGE.
11. AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO ANY EXCAVATION WORK, THE CONTRACTOR SHALL CONTACT U.S.A. - UNDERGROUND SERVICE ALERT - AT (811) AND REQUEST THAT UTILITY OWNERS MARK OR OTHERWISE INDICATE THE LOCATION OF THEIR FACILITIES IN THE WORK SITE. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT ALL UTILITIES AND ALL STRUCTURES FOUND AT THE SITE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXACT LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. UTILITIES SHOWN ARE FROM AVAILABLE RECORDS AND FIELD MEASUREMENTS.
12. SHOULD CONTRACTOR ENCOUNTER AND DAMAGE A WATERLINE ON THE AIRPORT THEY SHALL IMMEDIATELY NOTIFY THE LOCAL FIRE DEPARTMENT AND THE AIRPORT.
13. IN CASE OF AN AIRCRAFT EMERGENCY THE AREA AROUND THE AIRCRAFT SHALL BE EVACUATED AND NOT REENTERED BY THE CONTRACTOR WITHOUT GIVEN PERMISSION EXCEPT FOR LIFESAVING ACTIVITIES.
14. CONTRACTOR SHALL USE GATE G4 AND THIS GATE SHALL REMAIN CLOSED AT ALL TIMES EXCEPT WHEN AUTHORIZED EQUIPMENT IS ACTUALLY ENTERING THE AIRPORT. DURING CONTINUOUS USE OF A GATE FOR DELIVERY OF EQUIPMENT OR MATERIALS, CONTRACTOR SHALL REQUEST THAT THE AIRPORT PLACE THE GATE IN A LOCKED OPEN STATE; CONTRACTOR SHALL PROVIDE A FLAGGER, TRAINED BY THE AIRPORT AND PLACE THE FLAGGER AT THE OPEN GATE TO KEEP UNAUTHORIZED PERSONNEL AND WILDLIFE FROM ENTERING THE AIRPORT.
15. GATE G3 SHALL BE CLOSED TO ALL VEHICLE TRAFFIC FOR DURATION OF THE PROJECT. AIRPORT WILL PLACE GATE IN A LOCKED CLOSED STATE. CONTRACTOR SHALL ERECT A "DO NOT ENTER" SIGN AND A DIRECTIONAL "DETOUR' SIGN POINTING TOWARDS GATE G4.
16. DETAILED CONSTRUCTION SCHEDULES SHALL BE UPDATED AND COORDINATED WITH THE AIRPORT MANAGER AND RPR.
17. ALL EQUIPMENT OPERATING DURING DAYLIGHT HOURS SHALL BE EQUIPPED WITH AN ORANGE AND WHITE CHECKERED FLAG OR FLASHING AMBER BEACON. EQUIPMENT OPERATING IN LOW VISIBILITY CONDITIONS, DAWN OR DUSK HOURS SHALL BE EQUIPPED AND USE AN AMBER FLASHING BEACON.
18. CONTRACTOR'S STORAGE AND STAGING AREA LOCATION SHALL BE DESIGNATED BY THE AIRPORT MANAGER. CONTRACTOR SHALL CLEAR & GRADE AREA FOR STORAGE. NO SEPARATE PAYMENT FOR CLEARING & GRADING. AREA SHALL BE BE RESTORED TO ITS ORIGINAL CONDITION ONCE PROJECT IS COMPLETE.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR DUST AND EROSION CONTROL DURING THE DURATION OF THE PROJECT. CONTRACTOR SHALL ACQUIRE WATER PERMITS AS REQUIRED PRIOR TO START OF ANY WORK ON THE AIRPORT.
20. ALL TRASH SHALL BE PLACED IN WASTE CONTAINERS TO PREVENT FOREIGN OBJECT DEBRIS AND THE ATTRACTION OF WILDLIFE. WASTE CONTAINERS SHALL BE EQUIPPED WITH LIDS AND SECURED AT ALL TIMES. NO TRASH OR DEBRIS SHALL BE LEFT ON SITE BY THE CONTRACTOR.

HANGAR ACCESS RESTRICTIONS

HANGAR 1 - NO VEHICLE OR AIRCRAFT ACCESS TO NORTH SIDE OF HANGAR
HANGAR 2 - NO VEHICLE, PEDESTRIAN OR AIRCRAFT ACCESS TO HANGAR.
HANGAR 3 - ACCESS BY VEHICLE, PEDESTRIAN OR AIRCRAFT TOW LIMITED TO BEFORE 7AM AND AFTER 5PM ON DESIGNATED ROUTE.
HANGAR 4 - ACCESS BY VEHICLE, PEDESTRIAN OR AIRCRAFT TOW LIMITED TO BEFORE 7AM AND AFTER 5PM ON DESIGNATED ROUTE.
HANGAR 5 - VEHICLE ACCESS TO HANGAR LIMITED TO USING GATE G4.
HANGAR 6 - NO VEHICLE OR AIRCRAFT ACCESS TO SOUTH SIDE OF HANGAR. USE GATE G4.
HANGAR 7 - NO VEHICLE OR AIRCRAFT ACCESS TO SOUTH SIDE OF HANGAR. USE GATE G4. FUEL TRUCK ACCESS LIMITED TO DESIGNATED ROUTE.
HANGAR 8 - AIRCRAFT ACCESS BY TOWING LIMITED TO MAXIMUM OF 5 TIMES PER DAY DURING HOURS OF 7AM TO 5PM. HANGAR OWNER WILL PROVIDE MINIMUM (1)VEHICLE FLAGGER AND (1) WING WALKER DURING TOW.
HANGARS 2-4, 6-8 - NO VEHICLE OR AIRCRAFT ACCESS FOR TWO WEEKS DURING FINAL AC REMOVAL, AB PREPARATION, PRIME COAT AND NEW AC PAVING. ACCESS ROUTE TO HANGAR 3 AND 4 DEPENDANT ON AWARD OF ALTERNATE 1. TOW ROUTE SHOWN IS FOR BASE BID ONLY.

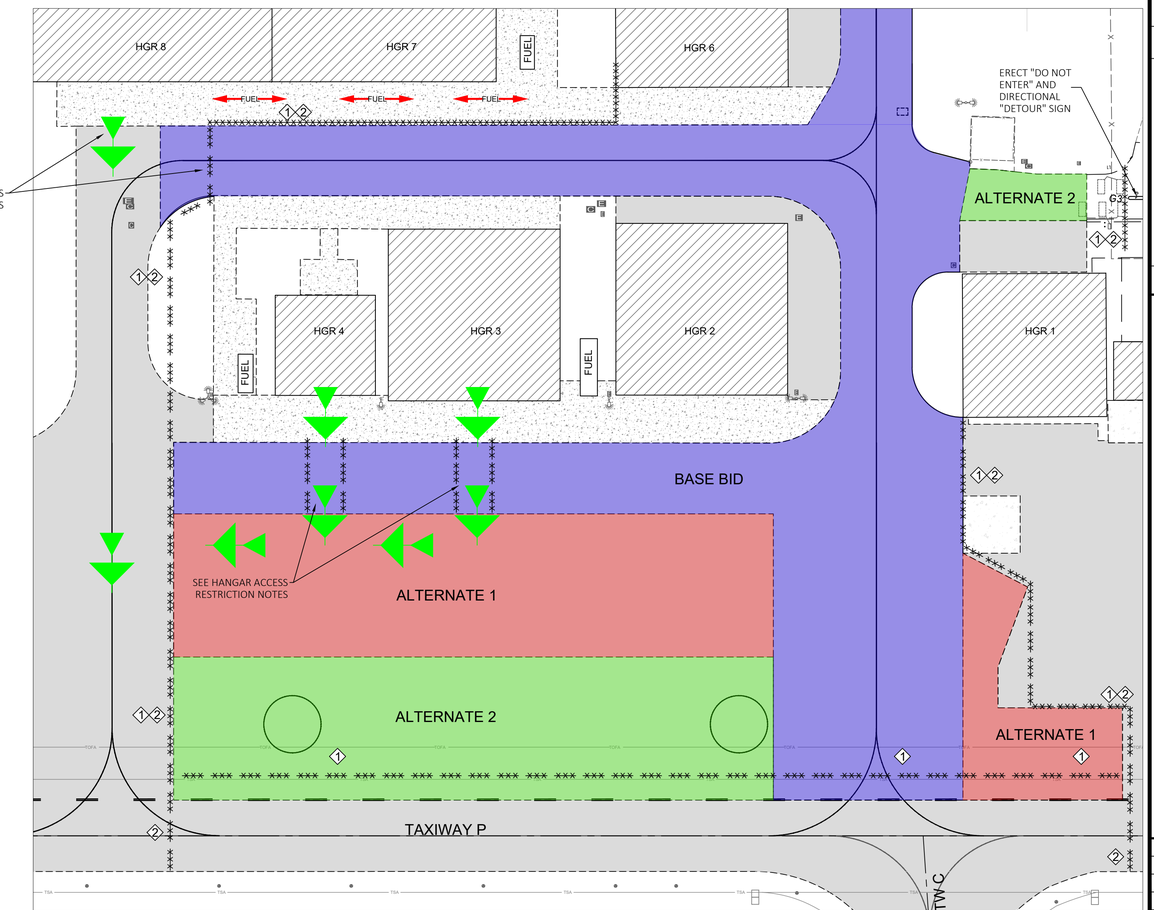
NOTE: HANGAR TENANTS FROM HANGARS 3, 4, & 8 SHALL ATTEND SAFETY MEETING WITH RPR AND CONTRACTOR PRIOR TO START OF CONSTRUCTION TO REVIEW AIRCRAFT TOWING PROTOCOLS.




10" WATER-FILLED BARRICADE
NOT TO SCALE

BARRICADE NOTES:

1. CONTRACTOR WILL FURNISH, INSTALL, AND MAINTAIN PLASTIC WATER-FILLED LIGHTED BARRICADES. AIRPORT TO PROVIDE 50 BARRICADES.
2. EACH BARRICADE SHALL HAVE 2 SOLAR-POWERED LIGHTS WITH RED LENSES EACH CONTROLLED BY PHOTOCELLS SUCH THAT THEY ARE ON CONTINUOUS AT NIGHT AND OFF BY DAY.
3. BARRICADES SHALL BE SECURED IF NECESSARY TO RESIST MOVEMENT FROM JET BLASTS OR PROP BLAST.
4. LOCATE BARRICADES AS SHOWN ON THE PLAN AND DIRECTED BY RESIDENT PROJECT REPRESENTATIVE. WHERE SPACING BETWEEN BARRICADES IS PERMITTED, SPACING SHALL NOT EXCEED 4 FEET. SEE THIS SHEET FOR LOCATIONS.
5. AT THE COMPLETION OF THE CONSTRUCTION, ALL BARRICADES SHALL BE DRAINED OF WATER AND REMOVED FROM THE AIRPORT. FIFTY(50) AIRPORT BARRICADES SHALL BE RETURNED TO AIRPORT STORAGE YARD.




BASE BID
ALTERNATE 1
ALTERNATE 2


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


ENGINEER OF RECORD

REGISTERED PROFESSIONAL ENGINEER · MELISSA S. BRADLEY · No. C 71139 · CIVIL · STATE OF CALIFORNIA · 3/13/2025

| No. | REVISIONS | BY | APR | DATE |
|---|---|---|---|---|
| | | | | |

MADERA MUNICIPAL AIRPORT
MADERA CALIFORNIA

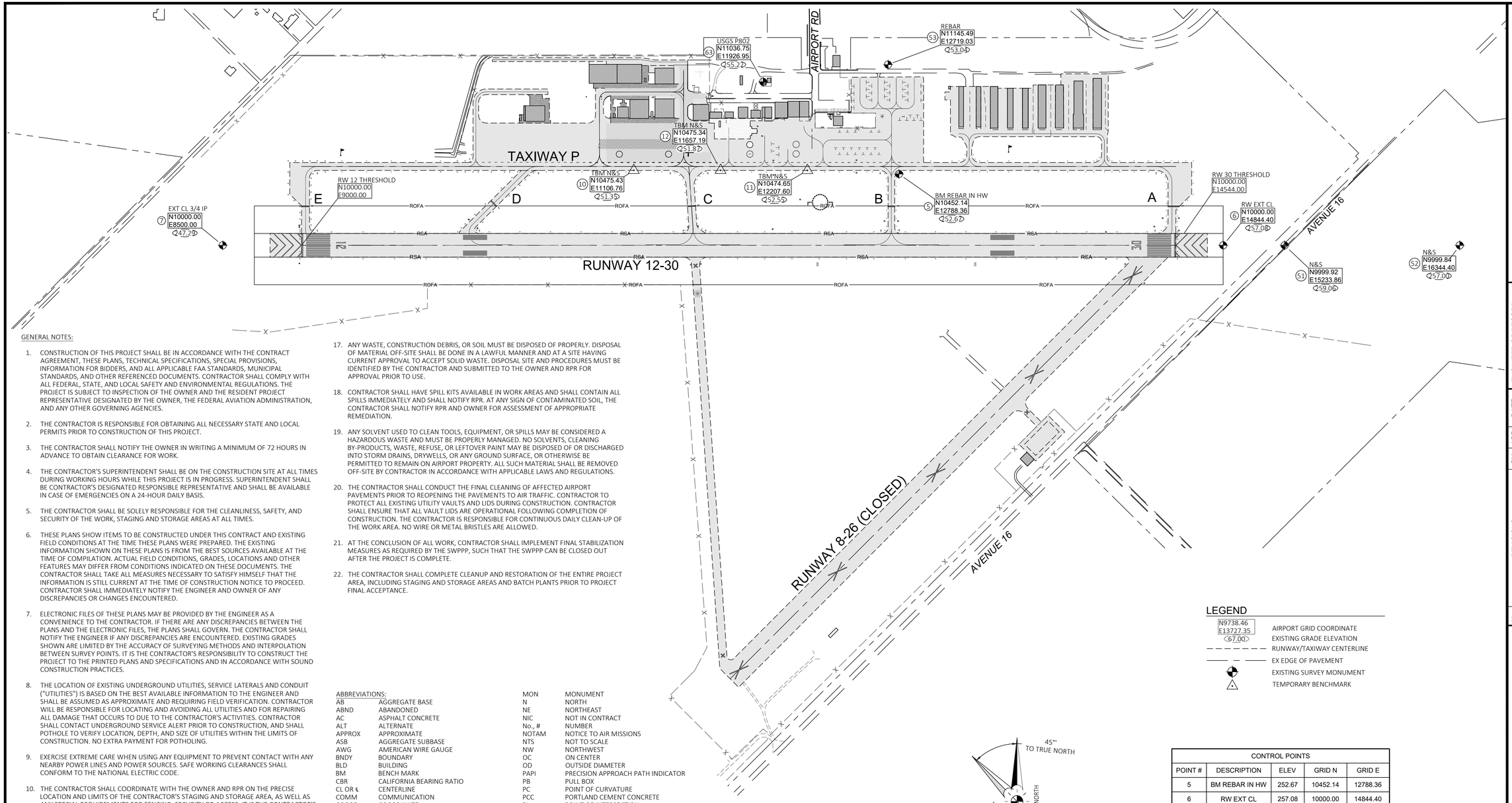
REHABILITATE APRON A2 & HANGAR TAXILANES

CONSTRUCTION SAFETY & PHASING PLAN

| | |
|---|---|
| DATE | 3/13/2025 |
| DRAWN | KDC |
| CHECKED | MSB |
| PROJECT No. | 83.23 |
| FILE | 8323.02.Safety |
| SCALE | AS SHOWN |
| SHEET No. | EXHIBIT 1 |

PLOTTED BY Kevin Curray 3/13/2025 11:37 AM

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GENERAL NOTES:

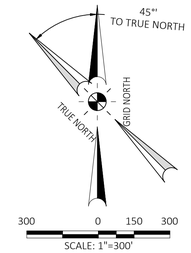
1. CONSTRUCTION OF THIS PROJECT SHALL BE IN ACCORDANCE WITH THE CONTRACT AGREEMENT, THESE PLANS, TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, INFORMATION FOR BIDDERS, AND ALL APPLICABLE FAA STANDARDS, MUNICIPAL STANDARDS, AND OTHER REFERENCED DOCUMENTS. CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL SAFETY AND ENVIRONMENTAL REGULATIONS. THE PROJECT IS SUBJECT TO INSPECTION OF THE OWNER AND THE RESIDENT PROJECT REPRESENTATIVE DESIGNATED BY THE OWNER, THE FEDERAL AVIATION ADMINISTRATION, AND ANY OTHER GOVERNING AGENCIES.
2. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY STATE AND LOCAL PERMITS PRIOR TO CONSTRUCTION OF THIS PROJECT.
3. THE CONTRACTOR SHALL NOTIFY THE OWNER IN WRITING A MINIMUM OF 72 HOURS IN ADVANCE TO OBTAIN CLEARANCE FOR WORK.
4. THE CONTRACTOR'S SUPERINTENDENT SHALL BE ON THE CONSTRUCTION SITE AT ALL TIMES DURING WORKING HOURS WHILE THIS PROJECT IS IN PROGRESS. SUPERINTENDENT SHALL BE CONTRACTOR'S DESIGNATED RESPONSIBLE REPRESENTATIVE AND SHALL BE AVAILABLE IN CASE OF EMERGENCIES ON A 24-HOUR DAILY BASIS.
5. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CLEANLINESS, SAFETY, AND SECURITY OF THE WORK, STAGING AND STORAGE AREAS AT ALL TIMES.
6. THESE PLANS SHOW ITEMS TO BE CONSTRUCTED UNDER THIS CONTRACT AND EXISTING FIELD CONDITIONS AT THE TIME THESE PLANS WERE PREPARED. THE EXISTING INFORMATION SHOWN ON THESE PLANS IS FROM THE BEST SOURCES AVAILABLE AT THE TIME OF COMPILATION. ACTUAL FIELD CONDITIONS, GRADES, LOCATIONS AND OTHER FEATURES MAY DIFFER FROM CONDITIONS INDICATED ON THESE DOCUMENTS. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO SATISFY HIMSELF THAT THE INFORMATION IS STILL CURRENT AT THE TIME OF CONSTRUCTION NOTICE TO PROCEED. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND OWNER OF ANY DISCREPANCIES OR CHANGES ENCOUNTERED.
7. ELECTRONIC FILES OF THESE PLANS MAY BE PROVIDED BY THE ENGINEER AS A CONVENIENCE TO THE CONTRACTOR. IF THERE ARE ANY DISCREPANCIES BETWEEN THE PLANS AND THE ELECTRONIC FILES, THE PLANS SHALL GOVERN. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES ARE ENCOUNTERED. EXISTING GRADES SHOWN ARE LIMITED BY THE ACCURACY OF SURVEYING METHODS AND INTERPOLATION BETWEEN SURVEY POINTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONSTRUCT THE PROJECT TO THE PRINTED PLANS AND SPECIFICATIONS AND IN ACCORDANCE WITH SOUND CONSTRUCTION PRACTICES.
8. THE LOCATION OF EXISTING UNDERGROUND UTILITIES, SERVICE LATERALS AND CONDUIT ("UTILITIES") IS BASED ON THE BEST AVAILABLE INFORMATION TO THE ENGINEER AND SHALL BE ASSUMED AS APPROXIMATE AND REQUIRING FIELD VERIFICATION. CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING AND AVOIDING ALL UTILITIES AND FOR REPAIRING ALL DAMAGE THAT OCCURS TO DUE TO THE CONTRACTOR'S ACTIVITIES. CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT PRIOR TO CONSTRUCTION, AND SHALL POTHOLE TO VERIFY LOCATION, DEPTH, AND SIZE OF UTILITIES WITHIN THE LIMITS OF CONSTRUCTION. NO EXTRA PAYMENT FOR POTHOLING.
9. EXERCISE EXTREME CARE WHEN USING ANY EQUIPMENT TO PREVENT CONTACT WITH ANY NEARBY POWER LINES AND POWER SOURCES. SAFE WORKING CLEARANCES SHALL CONFORM TO THE NATIONAL ELECTRIC CODE.
10. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER AND RPR ON THE PRECISE LOCATION AND LIMITS OF THE CONTRACTOR'S STAGING AND STORAGE AREA, AS WELL AS ANY SPECIAL REQUIREMENTS FOR FENCING, SECURITY OR ACCESS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ALL UTILITIES AND HOOK-UPS NECESSARY FOR THE CONTRACTOR'S USE AND FOR ALL PROJECT FIELD OFFICES AS REQUIRED IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL USE THE STAGING AND STORAGE AREA FOR SHOP, MATERIAL AND EQUIPMENT STORAGE, AND OTHER PROJECT-RELATED ACTIVITIES INCLUDING EMPLOYEE PARKING. ALL COSTS ASSOCIATED WITH PREPARATION AND CLEANUP OF THE STAGING AREA SHALL BE BORNE BY THE CONTRACTOR.
11. ANY AND ALL REQUIRED UTILITIES FOR THE CONTRACTOR'S OPERATIONS SHALL BE ARRANGED FOR AND PAID FOR BY THE CONTRACTOR AND PAID DIRECTLY TO THE APPROPRIATE UTILITY. UTILITY ARRANGEMENTS SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER AND RPR.
12. THE CONTRACTOR SHALL NOT ENTER ONTO ANY AREA OUTSIDE OF THE CONSTRUCTION LIMITS, STAGING AREA, OR DESIGNATED HAUL ROUTES WITHOUT APPROVAL OF THE OWNER AND RPR.
13. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE TRAFFIC REGULATIONS CONCERNING THE USE OF STREETS AND ROADWAYS FOR HAULING. ANY DAMAGE DONE TO THE ROADWAYS DUE TO THE CONTRACTOR'S EQUIPMENT OR HAULING OPERATIONS SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT NO COST TO THE OWNER.
14. NO MATERIAL SHALL BE WASTED OR STOCKPILED ON THE AIRPORT UNLESS APPROVED BY THE OWNER AND RPR. STOCKPILED MATERIAL SHALL MEET SWPPP REQUIREMENTS AND SHALL BE CONSTRAINED IN A MANNER TO PREVENT MOVEMENT AS A RESULT OF AIRCRAFT OPERATIONS OR WIND AND IN ACCORDANCE WITH FAA ADVISORY CIRCULARS.
15. THE CONTRACTOR SHALL INVESTIGATE THE AVAILABILITY OF AN ADEQUATE SUPPLY OF SUITABLE WATER AND PROVIDE NECESSARY FACILITIES TO FURNISH WATER FOR USE DURING CONSTRUCTION, SOLELY AT HIS EXPENSE. CONTRACTOR SHALL NOT DRAW WATER FROM ANY FIRE HYDRANT FOR USE ON THE WORK WITHOUT FIRST OBTAINING WRITTEN APPROVAL FROM THE CONTROLLING FIRE DEPARTMENT OR UTILITY.
16. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL FIRE HYDRANTS AND BACKFLOW PREVENTERS AT ALL TIMES.
17. ANY WASTE, CONSTRUCTION DEBRIS, OR SOIL MUST BE DISPOSED OF PROPERLY. DISPOSAL OF MATERIAL OFF-SITE SHALL BE DONE IN A LAWFUL MANNER AND AT A SITE HAVING CURRENT APPROVAL TO ACCEPT SOLID WASTE. DISPOSAL SITE AND PROCEDURES MUST BE IDENTIFIED BY THE CONTRACTOR AND SUBMITTED TO THE OWNER AND RPR FOR APPROVAL PRIOR TO USE.
18. CONTRACTOR SHALL HAVE SPILL KITS AVAILABLE IN WORK AREAS AND SHALL CONTAIN ALL SPILLS IMMEDIATELY AND SHALL NOTIFY RPR. AT ANY SIGN OF CONTAMINATED SOIL, THE CONTRACTOR SHALL NOTIFY RPR AND OWNER FOR ASSESSMENT OF APPROPRIATE REMEDIATION.
19. ANY SOLVENT USED TO CLEAN TOOLS, EQUIPMENT, OR SPILLS MAY BE CONSIDERED A HAZARDOUS WASTE AND MUST BE PROPERLY MANAGED. NO SOLVENTS, CLEANING BY-PRODUCTS, WASTE, REFUSE, OR LEFTOVER PAINT MAY BE DISPOSED OF OR DISCHARGED INTO STORM DRAINS, DRYWELLS, OR ANY GROUND SURFACE, OR OTHERWISE BE PERMITTED TO REMAIN ON AIRPORT PROPERTY. ALL SUCH MATERIAL SHALL BE REMOVED OFF-SITE BY CONTRACTOR IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.
20. THE CONTRACTOR SHALL CONDUCT THE FINAL CLEANING OF AFFECTED AIRPORT PAVEMENTS PRIOR TO REOPENING THE PAVEMENTS TO AIR TRAFFIC. CONTRACTOR TO PROTECT ALL EXISTING UTILITY VAULTS AND LIDS DURING CONSTRUCTION. CONTRACTOR SHALL ENSURE THAT ALL VAULT LIDS ARE OPERATIONAL FOLLOWING COMPLETION OF CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR CONTINUOUS DAILY CLEAN-UP OF THE WORK AREA. NO WIRE OR METAL BRISTLES ARE ALLOWED.
21. AT THE CONCLUSION OF ALL WORK, CONTRACTOR SHALL IMPLEMENT FINAL STABILIZATION MEASURES AS REQUIRED BY THE SWPPP, SUCH THAT THE SWPPP CAN BE CLOSED OUT AFTER THE PROJECT IS COMPLETE.
22. THE CONTRACTOR SHALL COMPLETE CLEANUP AND RESTORATION OF THE ENTIRE PROJECT AREA, INCLUDING STAGING AND STORAGE AREAS AND BATCH PLANTS PRIOR TO PROJECT FINAL ACCEPTANCE.

ABBREVIATIONS:

| | |
|---|---|
| AB | AGGREGATE BASE |
| ABND | ABANDONED |
| AC | ASPHALT CONCRETE |
| ALT | ALTERNATE |
| APPROX | APPROXIMATE |
| ASB | AGGREGATE SUBBASE |
| AWG | AMERICAN WIRE GAUGE |
| BNDY | BOUNDARY |
| BLD | BUILDING |
| BM | BENCH MARK |
| CBR | CALIFORNIA BEARING RATIO |
| CL OR ℄ | CENTERLINE |
| COMM | COMMUNICATION |
| COORD | COORDINATE |
| CTAF | COMMON TRAFFIC ADVISORY FREQUENCY |
| CSPP | CONSTRUCTION SAFETY & PHASING PLAN |
| CU YD OR CY | CUBIC YARD |
| DIA | DIAMETER |
| DI | DROP INLET |
| DIP | DUCTILE IRON PIPE |
| E | EAST |
| EA | EACH |
| EG | EXISTING GRADE (OR GROUND) |
| EX, EXIST | EXISTING |
| EXC | EXCAVATION |
| FAA | FEDERAL AVIATION ADMINISTRATION |
| FBO | FIXED BASED OPERATOR |
| FG | FINISHED GRADE (OR GROUND) |
| FL | FLOW LINE |
| FT | FEET |
| GAL | GALLON |
| GALV | GALVANIZED |
| GB | GRADE BREAK |
| GND | GROUND |
| HGR | HANGAR |
| HORZ | HORIZONTAL |
| INV | INVERT |
| kV | KILOVOLT |
| kVA | KILOVOLT AMPERE |
| L | LENGTH |
| LF | LINEAR FEET |
| LT | LEFT |
| MAX | MAXIMUM |
| MH | MANHOLE |
| MIN | MINIMUM |
| MON | MONUMENT |
| N | NORTH |
| NE | NORTHEAST |
| NIC | NOT IN CONTRACT |
| No., # | NUMBER |
| NOTAM | NOTICE TO AIR MISSIONS |
| NTS | NOT TO SCALE |
| NW | NORTHWEST |
| OC | ON CENTER |
| OD | OUTSIDE DIAMETER |
| PAPI | PRECISION APPROACH PATH INDICATOR |
| PB | PULL BOX |
| PC | POINT OF CURVATURE |
| PCC | PORTLAND CEMENT CONCRETE |
| PI | POINT OF INTERSECTION |
| PL | PROPERTY LINE |
| PT | POINT OF TANGENCY |
| PVI | POINT OF VERTICAL INTERSECTION |
| PWR | POWER |
| R | RADIUS |
| RCP | REINFORCED CONCRETE PIPE |
| RPR | RESIDENT PROJECT REPRESENTATIVE |
| RT | RIGHT |
| RW | RUNWAY |
| S | SOUTH, OR SLOPE |
| SCH | SCHEDULE |
| SD | STORM DRAIN |
| SDR | STANDARD DIMENSION RATIO |
| SE | SOUTHEAST |
| SPEC | SPECIFICATIONS |
| SS | SANITARY SEWER |
| STA | STATION |
| SQ YD, SY | SQUARE YARD |
| SW | SOUTHWEST |
| SWPPP | STORM WATER POLLUTION PREVENTION PLAN |
| TLN | TAXILANE |
| TW | TAXIWAY |
| TYP | TYPICAL |
| UG | UNDERGROUND |
| VAR | VARIES (OR VARIABLE) |
| VC | VERTICAL CURVE |
| VOL | VOLUME |
| W/ | WITH |
| W | WEST, OR WIDTH, OR WATER |
| WM | WATER METER |
| WV | WATER VALVE |

LEGEND

| | |
|---|---|
| N9738.46 E13727.35 <67.00> | AIRPORT GRID COORDINATE EXISTING GRADE ELEVATION |
| | RUNWAY/TAXIWAY CENTERLINE |
| | EX EDGE OF PAVEMENT |
| | EXISTING SURVEY MONUMENT |
| 1 | TEMPORARY BENCHMARK |




| CONTROL POINTS | | | | |
|---|---|---|---|---|
| POINT # | DESCRIPTION | ELEV | GRID N | GRID E |
| 5 | BM REBAR IN HW | 252.67 | 10452.14 | 12788.36 |
| 6 | RW EXT CL | 257.08 | 10000.00 | 14844.40 |
| 7 | EXT CL 3/4 IP | 247.29 | 10000.00 | 8500.00 |
| 10 | TBM N&S | 251.35 | 10475.43 | 11106.76 |
| 11 | TBM N&S | 252.55 | 10474.65 | 12207.60 |
| 12 | TBM N&S | 251.87 | 10475.34 | 11657.19 |
| 51 | N&S | 259.06 | 9999.92 | 15233.86 |
| 52 | N&S | 257.00 | 9999.84 | 16344.40 |
| 53 | REBAR | 253.04 | 11145.49 | 12719.03 |
| 63 | USGS P802 | 255.22 | 11036.75 | 11926.95 |

COORDINATE CONTROL NOTES:

1. THE BASIS OF THE BEARING FOR THE AIRPORT COORDINATE SYSTEM IS THE CENTERLINE OF RUNWAY 12-30 WHICH BEARS PROJECT EAST-WEST. THE THRESHOLD OF RUNWAY 12 IS HELD AS N10,000.00, E9,000.00.
2. ALL MEASUREMENTS, PROJECT GRID COORDINATES, AND STATION VALUES SHOWN ARE GROUND DISTANCES.
3. THE BASIS FOR VERTICAL CONTROL SHALL BE USGS MONUMENT P 802, 255.22'. ELEVATIONS BASED ON THE THE NORTH AMERICAN VERTICAL DATUM OF 1988, GEOID 12B.
4. TEMPORARY BENCHMARKS WERE SET OCTOBER 2020 BY ESP SURVEYING. CONTRACTOR SHALL VERIFY BENCHMARK LOCATION AND HEIGHT PRIOR TO USING AS LOCAL CONTROL.

BASE BID
ALTERNATE 1
ALTERNATE 2

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

ENGINEER OF RECORD

REGISTERED PROFESSIONAL ENGINEER · MELISSA S. BRADLEY · No. C 71139 · CIVIL · STATE OF CALIFORNIA

| No. | REVISIONS | BY | APR | DATE |
|---|---|---|---|---|
| | | | | |

MADERA MUNICIPAL AIRPORT
MADERA CALIFORNIA

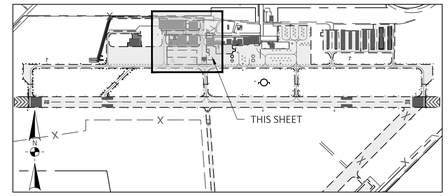
REHABILITATE APRON A2 & HANGAR TAXILANES

COORDINATE LAYOUT PLAN

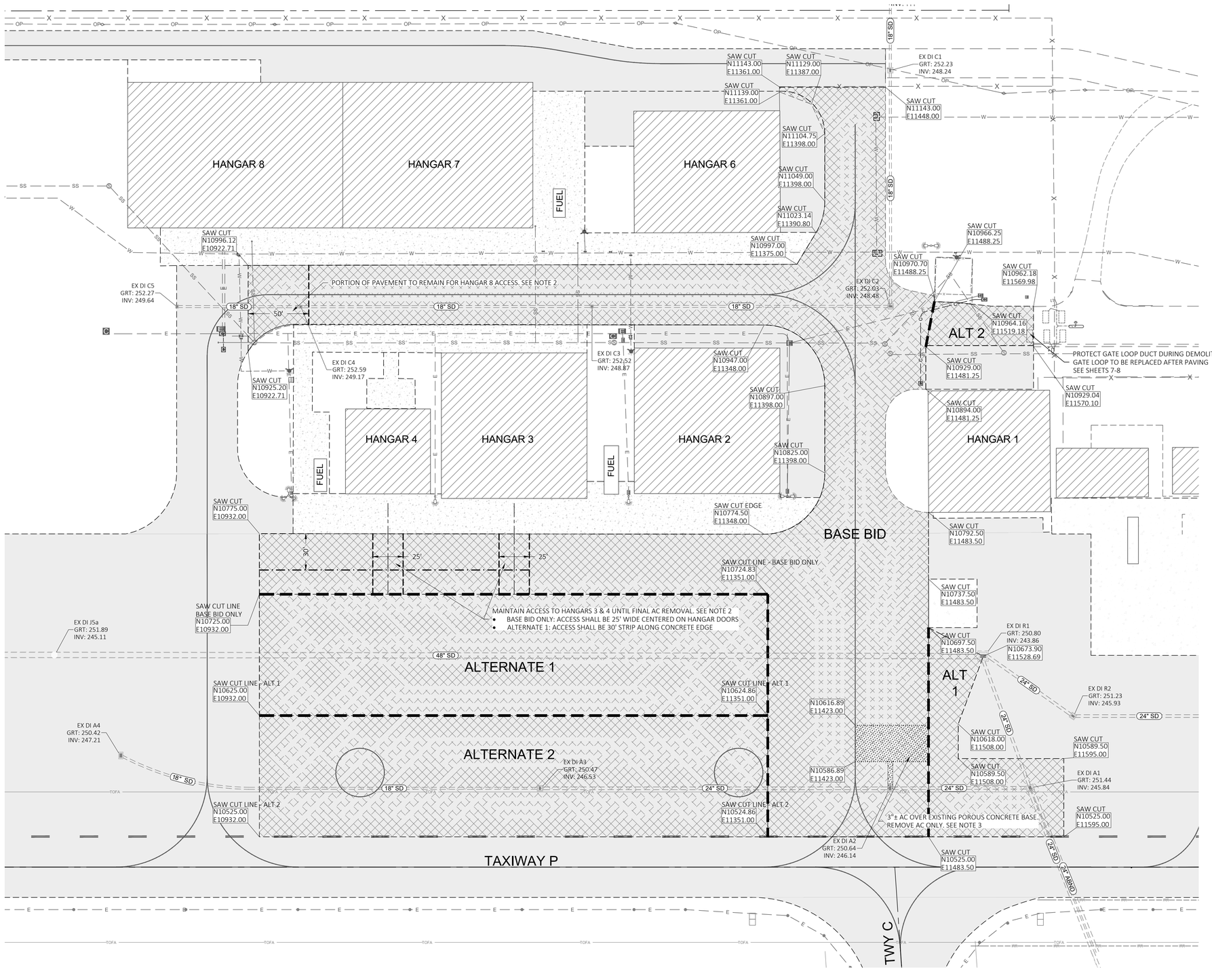
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|---|---|
| DATE | 3/13/2025 |
| DRAWN | KDC |
| CHECKED | MSB |
| PROJECT No. | 83.23 |
| FILE | 8323.03.Coord |
| SCALE | 1"=300' |
| SHEET No. | 3 OF 10 |

PLOTTED BY Kevin Currey 3/13/2025 11:37 AM

G:\83 MADERA\23 TAXILANES\BID SET\8323.03.COORD.DWG




LOCATION MAP




LEGEND

| | |
|---|---|
| N9738.46 E13727.35 | AIRPORT GRID COORDINATE |
| | EXISTING AC PAVEMENT TO REMAIN |
| | EXISTING AC PAVEMENT TO REMAIN |
| | REMOVE EX PAVEMENT |
| | REMOVE EX 3" AC ONLY - EX POROUS CONCRETE BASE TO REMAIN |
| | EXISTING BUILDING |
| X | EXISTING FENCE |
| E | EXISTING ELECTRICAL DUCT |
| OP | EXISTING OVERHEAD POWER |
| W | EXISTING WATER LINE |
| SS | EXISTING SANITARY SEWER |

GRID NORTH

10 0 5 10

SCALE: 1"=10'

NOTES:

1. CONTRACTOR SHALL REMOVE EXISTING AC AND REMOVE/REGRADE EXISTING AB TO DEPTH OF 4" BELOW DESIGNED FINISHED GRADE SURFACE. EXISTING AC PAVEMENT SHALL BE SAW CUT AT MATCH LINES. GRINDINGS FROM PAVEMENT REMOVAL SHALL BE STOCKPILED FOR USE AS RECYCLED AGGREGATE SUBBASE (P-207) SHOULD ANY BE REQUIRED FOR SUBGRADE STABILIZATION. SEE SHEET 6 - TYPICAL SECTIONS. ANY UNUSED MATERIALS SHALL BE HAULED OFF AND DISPOSED OFF-SITE.
2. ACCESS TO HANGARS 3, 4, AND 8 SHALL BE MAINTAINED THROUGHOUT THE PROJECT AS DESCRIBED ON SHEET 2 - CONSTRUCTION SAFETY & PHASING PLAN. A TWO WEEK CLOSURE PERIOD FOR HANGAR ACCESS WILL BE SCHEDULED FOR FINAL AC REMOVAL, PREPARATION OF EXISTING AB, PRIME COAT, AND NEW AC PAVING.
3. FOR THE PORTION OF PAVEMENT IDENTIFIED ON THIS PLAN AS HAVING POROUS CONCRETE BASE COURSE, CONTRACTOR SHALL REMOVE THE EXISTING 3"± AC ONLY, TAKING CARE NOT TO DAMAGE THE UNDERLYING CONCRETE MATERIAL. SEE DETAIL A2, SHEET 6.
4. PROTECT EDGES OF EXISTING CONCRETE APRONS FROM DAMAGE.
5. MARKINGS DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE RESTORED BY CONTRACTOR AND REPAINTED TO THE SAME LOCATION AND WIDTH AS DESCRIBED ON SHEET 7 - MARKING & GATE PLAN.
6. THE LOCATION OF EXISTING UNDERGROUND UTILITIES, SERVICE LATERALS, CONDUIT AND ELECTRICAL DUCTS ("UTILITIES") IS BASED ON THE BEST AVAILABLE INFORMATION TO THE ENGINEER AND SHALL BE ASSUMED AS APPROXIMATE AND REQUIRING FIELD VERIFICATION. AS-BUILT PLANS AND LIMITED FIELD INVESTIGATIONS HAVE IDENTIFIED KNOWN EXISTING UTILITIES. CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING AND AVOIDING ALL UTILITIES AND FOR REPAIRING ALL DAMAGE THAT OCCURS TO DUE TO THE CONTRACTOR'S ACTIVITIES, UNLESS CALLED FOR REMOVAL/ABANDONMENT.
CALL BEFORE YOU DIG. CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT PRIOR TO CONSTRUCTION AT USANORTH811.ORG OR 811 / 800-642-2444. CONTRACTOR SHALL POTHOLE TO VERIFY LOCATION, DEPTH, AND SIZE OF UTILITIES WITHIN THE LIMITS OF CONSTRUCTION.

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

ENGINEER OF RECORD

REGISTERED PROFESSIONAL ENGINEER · MELISSA S. BRADLEY · No. C 71139 · CIVIL · STATE OF CALIFORNIA

| No. | REVISIONS | BY | APR | DATE |
|---|---|---|---|---|
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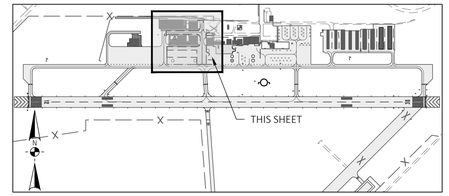
MADERA MUNICIPAL AIRPORT
MADERA CALIFORNIA

REHABILITATE APRON A2 & HANGAR TAXILANES

DEMOLITION PLAN

| | |
|---|---|
| DATE | 3/13/2025 |
| DRAWN | KDC |
| CHECKED | MSB |
| PROJECT No. | 83.23 |
| FILE | 8323.04.Demo |
| SCALE | 1"=40' |
| SHEET No. | 4 OF 10 |

PLOTTED BY Kevin Currey 3/13/2025 11:37 AM
G:\83 MADERA\23 TAXILANES\BID SET\8323.04 DEMO.DWG




LOCATION MAP

## LEGEND

| | |
|---|---|
| N9738.46 E13727.35 | AIRPORT GRID COORDINATE |
| 252.00 | FINISHED GRADE ELEVATION |
| 252.00 | EXISTING GRADE ELEVATION |
| | EXISTING PCC PAVEMENT |
| | EXISTING AC PAVEMENT |
| | PAVEMENT RECONSTRUCTION |
| | RECONSTRUCT W/ AC ONLY - EX POROUS CONCRETE BASE TO REMAIN |
| | CONTAMINATION MITIGATION AREA |
| | EXISTING BUILDING |
| | CENTERLINE |
| | GRADE BREAK LINE |
| | EXISTING FENCE |
| | EXISTING ELECTRICAL DUCT |
| | EXISTING OVERHEAD POWER |
| | EXISTING WATER LINE |
| | EXISTING SANITARY SEWER |

GRID NORTH

30 0 15 30

SCALE: 1"=30'

NOTES:

1. CONSTRUCTION OF THIS PROJECT WILL BE PERFORMED AS EITHER THE BASE BID ONLY, THE BASE BID AND ALTERNATE 1, OR THE BASE BID AND ALTERNATE 1 AND ALTERNATE 2. THE DIVISION OF EACH PORTION, AND WORK AREA BOUNDARIES AND BARRICADE PLACEMENT SHALL BE AS SHOWN ON SHEET 2 - CONSTRUCTION SAFETY & PHASING PLAN.

2. USE THIS SHEET ONLY IF THE BASE BID IS SELECTED.
FOR THE BASE BID AND ALTERNATE 1, SEE SHEET 5B
FOR THE BASE BID AND ALTERNATE 1 AND ALTERNATE 2, SEE SHEET 5C

3. CONTRACTOR SHALL REMOVE EXISTING AC AND REMOVE/REGRADE EXISTING AB TO DEPTH OF 4" BELOW DESIGNED FINISHED GRADE SURFACE. EXISTING AC PAVEMENT SHALL BE SAW CUT AT MATCH LINES. SEE SHEET 4 - DEMOLITION PLAN.
GRINDINGS FROM PAVEMENT REMOVAL SHALL BE STOCKPILED FOR USE AS RECYCLED AGGREGATE SUBBASE (P-207) SHOULD ANY BE REQUIRED FOR SUBGRADE STABILIZATION. SEE SHEET 6 - TYPICAL SECTIONS. ANY UNUSED MATERIALS SHALL BE HAULED OFF AND DISPOSED OFF-SITE.

4. AFTER REMOVAL OF EXISTING PAVEMENT, EXISTING BASE COURSE SHALL BE SCARIFIED 6", NEW IMPORTED AGGREGATE BASE SHALL BE PLACED AS NEEDED, GRADED, AND COMPACTED TO 4" BELOW THE DESIGN FINISHED GRADE. THE ANTICIPATED VOLUME OF IMPORTED AGGREGATE BASE MATERIAL NEEDED FOR THE BASE BID ONLY IS 20 CU YDS.

5. A PESTICIDE CONTAMINATED DITCH PREVIOUSLY EXISTED ALONG THE ALIGNMENT SHOWN ON THIS PLAN. THE MITIGATION FOR THIS CONDITION IS COMPLETED AND CONSISTED OF CLEANING THE DITCH FILLING THE DITCH WITH COMPACTED SOIL, PLACING A PLASTIC SHEET OVER THE AREA AND THEN PLACING APPROXIMATELY 18 INCHES OF COMPACTED FILL ON TOP OF THE PLASTIC SHEET. CURRENT DEPTH IS ESTIMATED TO BE 24" BELOW EXISTING GRADE. THE CONTRACTOR SHALL PROTECT THE PLASTIC SHEET FROM DAMAGE. IF THE PLASTIC SHEET IS DAMAGED IT SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER AT CONTRACTORS EXPENSE.
THE LOCATION AND EXTENTS OF THE CONTAMINATED MATERIAL MITIGATION AREA IS BASED ON THE BEST AVAILABLE INFORMATION TO THE ENGINEER, AND SHALL BE ASSUMED AS APPROXIMATE AND REQUIRING FIELD VERIFICATION. CONTRACTOR SHALL POTHOLE TO DETERMINE PRESENCE AND DEPTH OF PLASTIC BARRIER BEFORE EXCAVATING IN VICINITY OF MITIGATION AREA.

6. THE LOCATION OF EXISTING UNDERGROUND UTILITIES, SERVICE LATERALS, CONDUIT AND ELECTRICAL DUCTS ("UTILITIES") IS BASED ON THE BEST AVAILABLE INFORMATION TO THE ENGINEER AND SHALL BE ASSUMED AS APPROXIMATE AND REQUIRING FIELD VERIFICATION. AS-BUILT PLANS AND LIMITED FIELD INVESTIGATIONS HAVE IDENTIFIED KNOWN EXISTING UTILITIES. CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING AND AVOIDING ALL UTILITIES AND FOR REPAIRING ALL DAMAGE THAT OCCURS TO DUE TO THE CONTRACTOR'S ACTIVITIES, UNLESS CALLED FOR REMOVAL/ABANDONMENT.
CALL BEFORE YOU DIG. CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT PRIOR TO CONSTRUCTION AT USANORTH811.ORG OR 811 / 800-642-2444. CONTRACTOR SHALL POTHOLE TO VERIFY LOCATION, DEPTH, AND SIZE OF UTILITIES WITHIN THE LIMITS OF CONSTRUCTION.

BASE BID

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

ENGINEER OF RECORD

REGISTERED PROFESSIONAL ENGINEER MELISSA S. BRADLEY No. C 71139 CIVIL STATE OF CALIFORNIA

| No. | REVISIONS | BY | APR | DATE |
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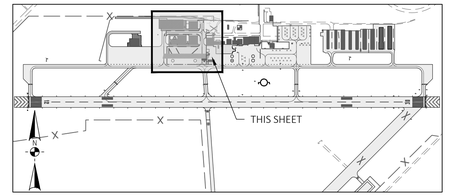
MADERA MUNICIPAL AIRPORT
MADERA CALIFORNIA

REHABILITATE APRON A2 & HANGAR TAXILANES

GRADING PLAN - BASE BID ONLY

| | |
|---|---|
| DATE | 3/13/2025 |
| DRAWN | KDC |
| CHECKED | MSB |
| PROJECT No. | 83.23 |
| FILE | 8323.05.Grade-bb |
| SCALE | 1"=40' |
| SHEET No. | 5A OF 10 |

PLOTTED BY Kevin Currey 3/13/2025 11:37 AM
G:\83 MADERA\23 TAXILANES\BID SET\8323.05.GRADE-BB.DWG




LOCATION MAP

## LEGEND

| | |
|---|---|
| N9738.46 E13727.35 | AIRPORT GRID COORDINATE |
| 252.00 | FINISHED GRADE ELEVATION |
| 252.00 | EXISTING GRADE ELEVATION |
| | EXISTING PCC PAVEMENT |
| | EXISTING AC PAVEMENT |
| | PAVEMENT RECONSTRUCTION |
| | RECONSTRUCT W/ AC ONLY - EX POROUS CONCRETE BASE TO REMAIN |
| | CONTAMINATION MITIGATION AREA |
| | EXISTING BUILDING |
| | CENTERLINE |
| | GRADE BREAK LINE |
| X | EXISTING FENCE |
| E | EXISTING ELECTRICAL DUCT |
| OP | EXISTING OVERHEAD POWER |
| W | EXISTING WATER LINE |
| SS | EXISTING SANITARY SEWER |

GRID NORTH

30 0 15 30

SCALE: 1"=30'

NOTES:

1. CONSTRUCTION OF THIS PROJECT WILL BE PERFORMED AS EITHER THE BASE BID ONLY, THE BASE BID AND ALTERNATE 1, OR THE BASE BID AND ALTERNATE 1 AND ALTERNATE 2. THE DIVISION OF EACH PORTION, AND WORK AREA BOUNDARIES AND BARRICADE PLACEMENT SHALL BE AS SHOWN ON SHEET 2 - CONSTRUCTION SAFETY & PHASING PLAN.

2. USE THIS SHEET ONLY IF THE BASE BID AND ALTERNATE 1 IS SELECTED.
FOR THE BASE BID ONLY, SEE SHEET 5A
FOR THE BASE BID AND ALTERNATE 1 AND ALTERNATE 2, SEE SHEET 5C

3. CONTRACTOR SHALL REMOVE EXISTING AC AND REMOVE/REGRADE EXISTING AB TO DEPTH OF 4" BELOW DESIGNED FINISHED GRADE SURFACE. EXISTING AC PAVEMENT SHALL BE SAW CUT AT MATCH LINES. SEE SHEET 4 - DEMOLITION PLAN.
GRINDINGS FROM PAVEMENT REMOVAL SHALL BE STOCKPILED FOR USE AS RECYCLED AGGREGATE SUBBASE (P-207) SHOULD ANY BE REQUIRED FOR SUBGRADE STABILIZATION. SEE SHEET 6 - TYPICAL SECTIONS. ANY UNUSED MATERIALS SHALL BE HAULED OFF AND DISPOSED OFF-SITE.

4. AFTER REMOVAL OF EXISTING PAVEMENT, EXISTING BASE COURSE SHALL BE SCARIFIED 6", NEW IMPORTED AGGREGATE BASE SHALL BE PLACED AS NEEDED, GRADED, AND COMPACTED TO 4" BELOW THE DESIGN FINISHED GRADE. THE ANTICIPATED VOLUME OF IMPORTED AGGREGATE BASE MATERIAL NEEDED FOR THE BASE BID AND ALTERNATE 1 IS 80 CU YDS.

5. A PESTICIDE CONTAMINATED DITCH PREVIOUSLY EXISTED ALONG THE ALIGNMENT SHOWN ON THIS PLAN. THE MITIGATION FOR THIS CONDITION IS COMPLETED AND CONSISTED OF CLEANING THE DITCH FILLING THE DITCH WITH COMPACTED SOIL, PLACING A PLASTIC SHEET OVER THE AREA AND THEN PLACING APPROXIMATELY 18 INCHES OF COMPACTED FILL ON TOP OF THE PLASTIC SHEET. CURRENT DEPTH IS ESTIMATED TO BE 24" BELOW EXISTING GRADE. THE CONTRACTOR SHALL PROTECT THE PLASTIC SHEET FROM DAMAGE. IF THE PLASTIC SHEET IS DAMAGED IT SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER AT CONTRACTORS EXPENSE.
THE LOCATION AND EXTENTS OF THE CONTAMINATED MATERIAL MITIGATION AREA IS BASED ON THE BEST AVAILABLE INFORMATION TO THE ENGINEER, AND SHALL BE ASSUMED AS APPROXIMATE AND REQUIRING FIELD VERIFICATION. CONTRACTOR SHALL POTHOLE TO DETERMINE PRESENCE AND DEPTH OF PLASTIC BARRIER BEFORE EXCAVATING IN VICINITY OF MITIGATION AREA.

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BASE BID + ALTERNATE 1

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ENGINEER OF RECORD

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| No. | REVISIONS | BY | APR | DATE |
|---|---|---|---|---|
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MADERA MUNICIPAL AIRPORT — CALIFORNIA

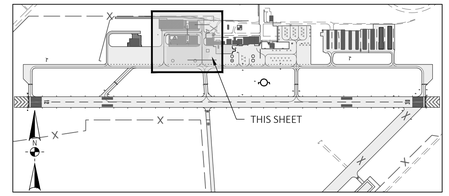
REHABILITATE APRON A2 & HANGAR TAXILANES

GRADING PLAN - BASE BID + ALTERNATE 1

| | |
|---|---|
| DATE | 3/13/2025 |
| DRAWN | KDC |
| CHECKED | MSB |
| PROJECT No. | 83.23 |
| FILE | 8323.05b.Grade-Alt1 |
| SCALE | 1"=40' |

SHEET No. 5B OF 10

PLOTTED BY Kevin Currey 3/13/2025 11:37 AM
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LOCATION MAP

## LEGEND

| | |
|---|---|
| N9738.46 E13727.35 | AIRPORT GRID COORDINATE |
| 252.00 | FINISHED GRADE ELEVATION |
| 252.00 | EXISTING GRADE ELEVATION |
| | EXISTING PCC PAVEMENT |
| | EXISTING AC PAVEMENT |
| | PAVEMENT RECONSTRUCTION |
| | RECONSTRUCT W/ AC ONLY - EX POROUS CONCRETE BASE TO REMAIN |
| | CONTAMINATION MITIGATION AREA |
| | EXISTING BUILDING |
| | CENTERLINE |
| | GRADE BREAK LINE |
| X | EXISTING FENCE |
| E | EXISTING ELECTRICAL DUCT |
| OP | EXISTING OVERHEAD POWER |
| W | EXISTING WATER LINE |
| SS | EXISTING SANITARY SEWER |

GRID NORTH

30 0 15 30

SCALE: 1"=30'

NOTES:

1. CONSTRUCTION OF THIS PROJECT WILL BE PERFORMED AS EITHER THE BASE BID ONLY, THE BASE BID AND ALTERNATE 1, OR THE BASE BID AND ALTERNATE 1 AND ALTERNATE 2. THE DIVISION OF EACH PORTION, AND WORK AREA BOUNDARIES AND BARRICADE PLACEMENT SHALL BE AS SHOWN ON SHEET 2 - CONSTRUCTION SAFETY & PHASING PLAN.

2. USE THIS SHEET ONLY IF THE BASE BID AND ALTERNATE 1 AND ALTERNATE 2 IS SELECTED.
FOR THE BASE BID ONLY, SEE SHEET 5A
FOR THE BASE BID AND ALTERNATE 1, SEE SHEET 5B

3. CONTRACTOR SHALL REMOVE EXISTING AC AND REMOVE/REGRADE EXISTING AB TO DEPTH OF 4" BELOW DESIGNED FINISHED GRADE SURFACE. EXISTING AC PAVEMENT SHALL BE SAW CUT AT MATCH LINES. SEE SHEET 4 - DEMOLITION PLAN.
GRINDINGS FROM PAVEMENT REMOVAL SHALL BE STOCKPILED FOR USE AS RECYCLED AGGREGATE SUBBASE (P-207) SHOULD ANY BE REQUIRED FOR SUBGRADE STABILIZATION. SEE SHEET 6 - TYPICAL SECTIONS. ANY UNUSED MATERIALS SHALL BE HAULED OFF AND DISPOSED OFF-SITE.

4. AFTER REMOVAL OF EXISTING PAVEMENT, EXISTING BASE COURSE SHALL BE SCARIFIED 6", NEW IMPORTED AGGREGATE BASE SHALL BE PLACED AS NEEDED, GRADED, AND COMPACTED TO 4" BELOW THE DESIGN FINISHED GRADE. THE ANTICIPATED VOLUME OF IMPORTED AGGREGATE BASE MATERIAL NEEDED FOR THE BASE BID AND ALTERNATE 1 AND ALTERNATE 2 IS 60 CU YDS.

5. A PESTICIDE CONTAMINATED DITCH PREVIOUSLY EXISTED ALONG THE ALIGNMENT SHOWN ON THIS PLAN. THE MITIGATION FOR THIS CONDITION IS COMPLETED AND CONSISTED OF CLEANING THE DITCH FILLING THE DITCH WITH COMPACTED SOIL, PLACING A PLASTIC SHEET OVER THE AREA AND THEN PLACING APPROXIMATELY 18 INCHES OF COMPACTED FILL ON TOP OF THE PLASTIC SHEET. CURRENT DEPTH IS ESTIMATED TO BE 24" BELOW EXISTING GRADE. THE CONTRACTOR SHALL PROTECT THE PLASTIC SHEET FROM DAMAGE. IF THE PLASTIC SHEET IS DAMAGED IT SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER AT CONTRACTORS EXPENSE.
THE LOCATION AND EXTENTS OF THE CONTAMINATED MATERIAL MITIGATION AREA IS BASED ON THE BEST AVAILABLE INFORMATION TO THE ENGINEER, AND SHALL BE ASSUMED AS APPROXIMATE AND REQUIRING FIELD VERIFICATION. CONTRACTOR SHALL POTHOLE TO DETERMINE PRESENCE AND DEPTH OF PLASTIC BARRIER BEFORE EXCAVATING IN VICINITY OF MITIGATION AREA.

6. THE LOCATION OF EXISTING UNDERGROUND UTILITIES, SERVICE LATERALS, CONDUIT AND ELECTRICAL DUCTS ("UTILITIES") IS BASED ON THE BEST AVAILABLE INFORMATION TO THE ENGINEER AND SHALL BE ASSUMED AS APPROXIMATE AND REQUIRING FIELD VERIFICATION. AS-BUILT PLANS AND LIMITED FIELD INVESTIGATIONS HAVE IDENTIFIED KNOWN EXISTING UTILITIES. CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING AND AVOIDING ALL UTILITIES AND FOR REPAIRING ALL DAMAGE THAT OCCURS TO DUE TO THE CONTRACTOR'S ACTIVITIES, UNLESS CALLED FOR REMOVAL/ABANDONMENT.
CALL BEFORE YOU DIG. CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT PRIOR TO CONSTRUCTION AT USANORTH811.ORG OR 811 / 800-642-2444. CONTRACTOR SHALL POTHOLE TO VERIFY LOCATION, DEPTH, AND SIZE OF UTILITIES WITHIN THE LIMITS OF CONSTRUCTION.

BASE BID + ALTERNATES 1 & 2

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

ENGINEER OF RECORD

REGISTERED PROFESSIONAL ENGINEER — MELISSA S. BRADLEY — No. C 71139 — CIVIL — STATE OF CALIFORNIA

| No. | REVISIONS | BY | APR | DATE |
|---|---|---|---|---|
| | | | | |

MADERA MUNICIPAL AIRPORT CALIFORNIA

REHABILITATE APRON A2 & HANGAR TAXILANES

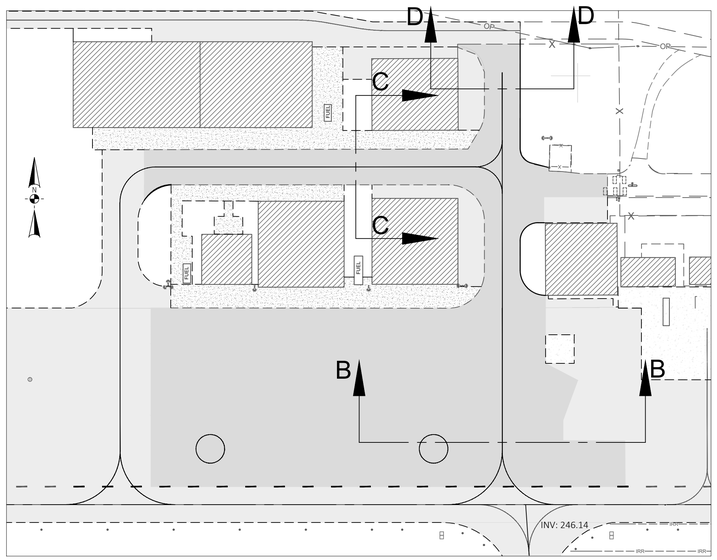
GRADING PLAN - BASE BID + ALTERNATES 1 & 2

| | |
|---|---|
| DATE | 3/13/2025 |
| DRAWN | KDC |
| CHECKED | MSB |
| PROJECT No. | 83.23 |
| FILE | 8323.05c.Grade-Alt2 |
| SCALE | 1"=40' |

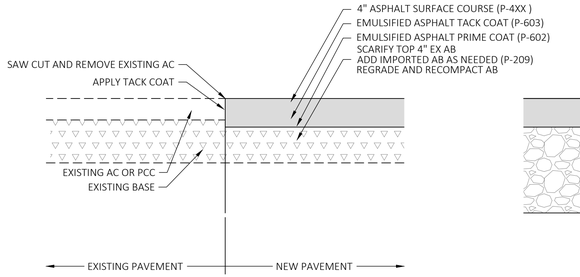
SHEET No. 5C OF 10

PLOTTED BY Kevin Currey 3/13/2025 11:37 AM

G:\83 MADERA\23 TAXILANES\BID SET\8323.05C GRADE-ALT2.DWG

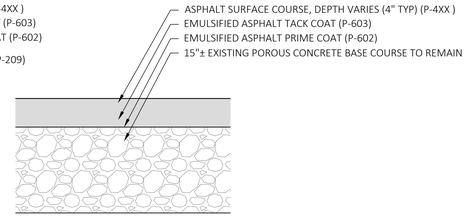



LOCATION MAP

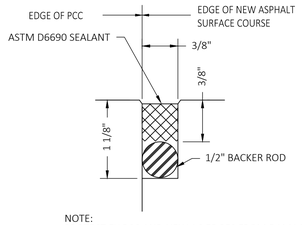



NOTES:
1. CONTRACTOR SHALL PROTECT SAW CUT FACE FROM DAMAGE. DAMAGED AREAS SHALL BE SAW CUT MAINTAINING A CONTINUOUS STRAIGHT EDGE AT THE CONTRACTOR'S EXPENSE.

A1 NEW AC PAVEMENT SECTION
NTS

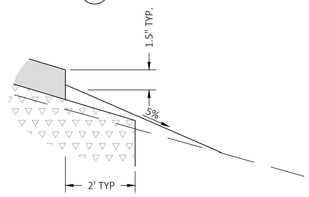



A2 POROUS CONCRETE BASE SECTION
NTS

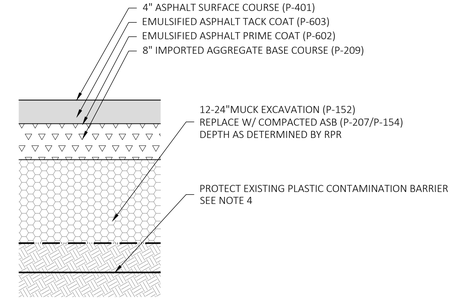



NOTE:
PROTECT EX PCC AND NEW AC EDGES FROM DAMAGE ANY CONCRETE SPALLS CAUSED BY CONTRACTOR'S OPERATIONS SHALL BE REPAIRED WITH DELPATCH OR APPROVED EQUAL ELASTOMERIC CONCRETE

A3 AC-PCC JOINT
NTS

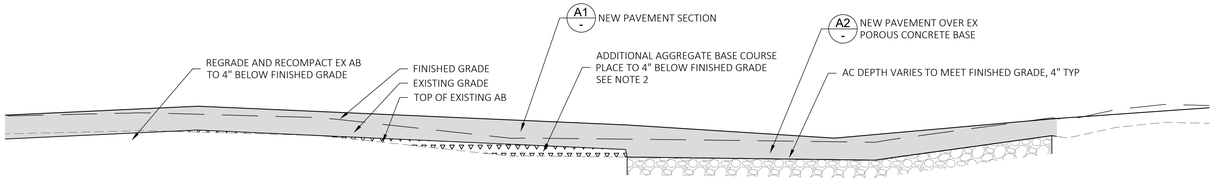



A4 EDGE OF PAVEMENT
NTS

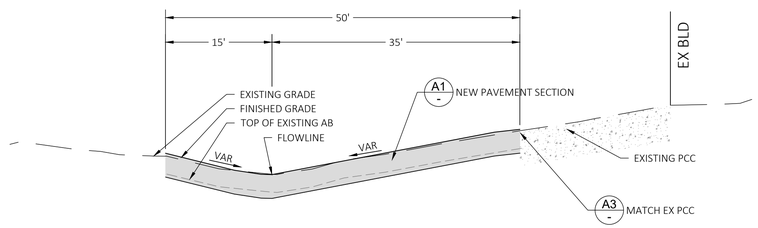



NOTE:
LOCATIONS AND EXTENTS OF POTENTIALLY UNSTABLE SUBGRADE UNKNOWN. AREAS TO BE STABILIZED, IF ANY, SHALL BE DESIGNATED BY RPR AS WORK PROGRESSES. CONTRACTOR SHALL PROOF ROLL SUBGRADE IN THE PRESENCE OF THE RPR TO DETERMINE WHETHER ANY AREAS REQUIRE SUBGRADE STABILIZATION.

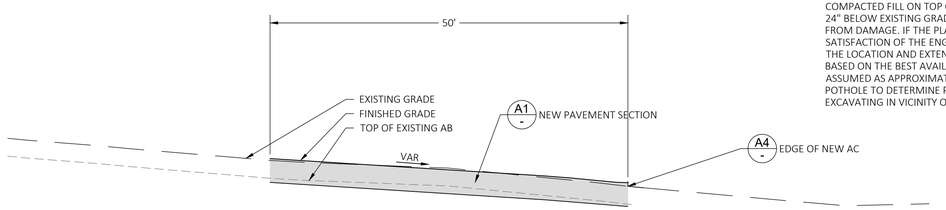
A5 SUBGRADE STABILIZATION
NTS




B-B TYPICAL SECTION - APRON
NTS




C-C TYPICAL SECTION - EAST-WEST TAXILANE
NTS




D-D TYPICAL SECTION - NORTH-SOUTH TAXILANE
NTS

NOTES:

1. CONTRACTOR SHALL REMOVE EXISTING AC AND REMOVE/REGRADE EXISTING AB TO DEPTH OF 4" BELOW DESIGNED FINISHED GRADE SURFACE. EXISTING AC PAVEMENT SHALL BE SAW CUT AT MATCH LINES. SEE SHEET 4 - DEMOLITION PLAN. GRINDINGS FROM PAVEMENT REMOVAL SHALL BE STOCKPILED FOR USE AS RECYCLED AGGREGATE SUBBASE (P-207) SHOULD ANY BE REQUIRED FOR SUBGRADE STABILIZATION. SEE SHEET 6 - TYPICAL SECTIONS. ANY UNUSED MATERIALS SHALL BE HAULED OFF AND DISPOSED OFF-SITE..
2. AFTER REMOVAL OF EXISTING PAVEMENT, ANY AREAS OF EXISTING BASE COURSE LOWER THAN 4" BELOW THE DESIGN FINISHED GRADE SHALL HAVE NEW IMPORTED AGGREGATE BASE COURSE PLACED, SCARIFIED WITH EXISTING BASE COURSE, AND COMPACTED TO 4" BELOW FINISHED GRADE.
3. AS-BUILT PLANS INDICATE THERE IS APPROXIMATELY 9 INCHES OF EXISTING AGGREGATE BASE COURSE. THE TOP 6 INCHES SHALL BE SCARIFIED AND RECOMPACTED PER SPEC SECTION P-209. CARE SHALL BE TAKEN TO NOT CONTAMINATE OR SEGREGATE THE EXISTING AGGREGATE BASE COURSE.
4. A PESTICIDE CONTAMINATED DITCH PREVIOUSLY EXISTED ALONG THE ALIGNMENT SHOWN ON THIS PLAN. THE MITIGATION FOR THIS CONDITION CONSISTED OF CLEANING THE DITCH, FILLING THE DITCH WITH COMPACTED SOIL, PLACING A PLASTIC SHEET OVER THE AREA AND THEN PLACING APPROXIMATELY 18 INCHES OF COMPACTED FILL ON TOP OF THE PLASTIC SHEET. CURRENT DEPTH IS ESTIMATED TO BE 24" BELOW EXISTING GRADE. THE CONTRACTOR SHALL PROTECT THE PLASTIC SHEET FROM DAMAGE. IF THE PLASTIC SHEET IS DAMAGED IT SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER AT CONTRACTORS EXPENSE.
THE LOCATION AND EXTENTS OF THE CONTAMINATED MATERIAL MITIGATION AREA IS BASED ON THE BEST AVAILABLE INFORMATION TO THE ENGINEER, AND SHALL BE ASSUMED AS APPROXIMATE AND REQUIRING FIELD VERIFICATION. CONTRACTOR SHALL POTHOLE TO DETERMINE PRESENCE AND DEPTH OF PLASTIC BARRIER BEFORE EXCAVATING IN VICINITY OF MITIGATION AREA.

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

ENGINEER OF RECORD

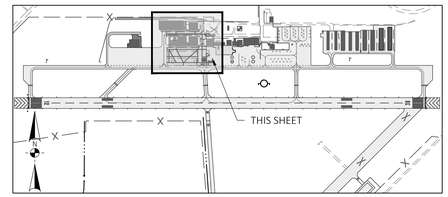
REGISTERED PROFESSIONAL ENGINEER MELISSA S. BRADLEY No. C 71139 CIVIL STATE OF CALIFORNIA

| No. | REVISIONS | BY | APR | DATE |
|---|---|---|---|---|
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MADERA MUNICIPAL AIRPORT
MADERA CALIFORNIA
REHABILITATE APRON A2 & HANGAR TAXILANES
TYPICAL SECTIONS

| | |
|---|---|
| DATE | 3/13/2025 |
| DRAWN | KDC |
| CHECKED | MSB |
| PROJECT No. | 83.23 |
| FILE | 8323.05c.Grade-Alt2 |
| SCALE | 1"=xx' |
| SHEET No. | 6 OF 10 |

G:\83 MADERA\23 TAXILANES\BID SET\8323.05C GRADE-ALT2.DWG PLOTTED BY Kevin Curney 3/13/2025 11:38 AM




LOCATION MAP

6" YELLOW TW CL
N11104.00
E11423.00

6" YELLOW TW CL
N10972.00
E10938.75

6" YELLOW TW CL
N10972.00
E11386.00

6" YELLOW TW CL
N11009.00
E11423.00

6" YELLOW TW CL
N10935.00
E11423.00

6" YELLOW TW CL
N10922.00
E10888.75

R37'

R37'

R50'

FUEL

FUEL

FUEL

ALTERNATE 2
REPLACE EX GATE LOOP
SEE DETAIL, SHEET 8

BASE BID

ALTERNATE 1
(NO MARKING)

BASE BID

6" YELLOW TW CL
N10575.09
E10889.00

CENTER OF PARKING CIRCLE
6" YELLOW MARKING
RADIUS: 20'
N10578.00
E11015.00

CENTER OF PARKING CIRCLE
6" YELLOW MARKING
RADIUS: 20'
N10578.00
E11327.00

ALTERNATE 2

6" YELLOW TW CL
N10575.00
E11423.00

ALTERNATE 1

END REMARK DBL YELLOW
6" DASHED EDGE MARKING
N10526.00
E11599.00

BEG REMARK DBL YELLOW
6" DASHED EDGE MARKING
N10526.00
E10824.00

R75'

R75'

R75'

R75'

6" YELLOW TW CL
N10500.10
E10814.00

6" YELLOW TW CL
N10500.09
E10964.00

TAXIWAY P

6" YELLOW TW CL
N10500.00
E11348.10

6" YELLOW TW CL
N10500.00
E11498.10

TAXIWAY C

LEGEND

| | |
|---|---|
| N9738.46<br>E13727.35 | AIRPORT GRID COORDINATE |
| | EXISTING PAVEMENT |
| | NEW PAVEMENT |
| | EXISTING BUILDING |
| X | EXISTING FENCE |

GRID NORTH

40 0 20 40

SCALE: 1"=40'

NOTES:

1. ALL MARKING LAYOUTS SHALL BE VERIFIED WITH THE ENGINEER PRIOR TO PLACING ANY PAINT.
2. ALL AREAS TO RECEIVE REMARKING AND NEW MARKING SHALL BE SWEPT CLEAN BY CONTRACTOR PRIOR TO ANY APPLICATION OF PAINT.
3. ALL NEW MARKINGS SHALL CONSIST OF 2 COATS WATERBORNE PAINT. A PERIOD OF 1 WEEK SHALL ELAPSE BETWEEN PLACEMENT OF SURFACE COURSE AND APPLICATION OF PAINT.
4. THE FINAL COAT OF PAINT WILL BE WITH RETROREFLECTIVE BEADS. BLACK ENHANCEMENT MARKING (IF USED) DOES NOT RECEIVE BEADS.
5. ANY EXISTING MARKINGS OR PORTION OF MARKINGS THAT ARE MISPLACED SHALL BE REMOVED PRIOR TO REMARKING AND NEW MARKING OR REMARKING APPLIED AS SHOWN ON THE PLANS. PLACE SS1H TACK COAT ON ALL MARKING REMOVAL AREAS AFTER MARKING REMOVAL IS COMPLETE. SS1H TACK COAT COSTS ARE INCIDENTAL TO MARKING REMOVAL BID ITEMS.

BASE BID & ALTERNATE 2

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ENGINEER OF RECORD

REGISTERED PROFESSIONAL ENGINEER
MELISSA S. BRADLEY
No. C 71139
CIVIL
STATE OF CALIFORNIA

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|---|---|---|---|---|
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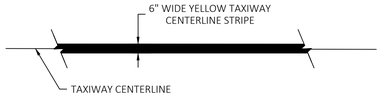
MADERA MUNICIPAL AIRPORT
MADERA CALIFORNIA

REHABILITATE APRON A2 & HANGAR TAXILANES

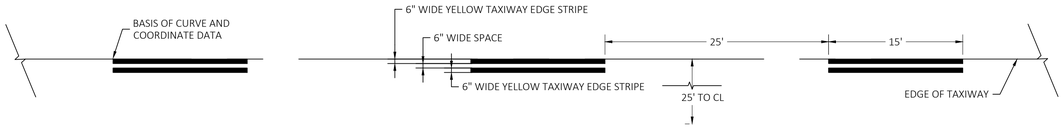
MARKING & GATE PLAN

| | |
|---|---|
| DATE | 3/13/2025 |
| DRAWN | KDC |
| CHECKED | MSB |
| PROJECT No. | 83.23 |
| FILE | 8323.07.Mark |
| SCALE | 1"=40' |
| SHEET No. | 7 OF 10 |

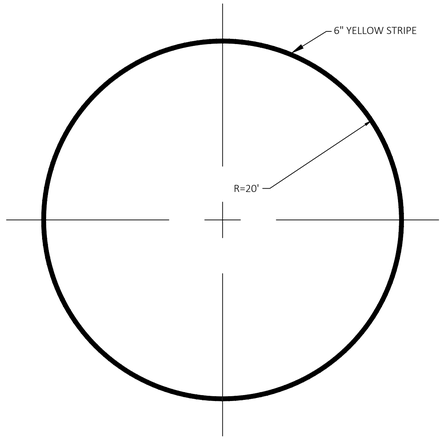
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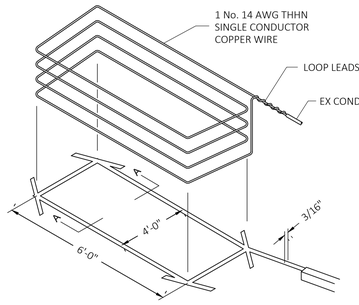

TAXIWAY CENTERLINE STRIPE DETAIL



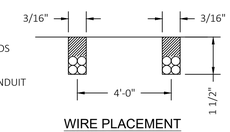

DASHED TAXIWAY EDGE STRIPE DETAIL




DASHED TAXIWAY EDGE STRIPE DETAIL




DETECTOR LOOP DETAIL
NO SCALE




WIRE PLACEMENT
NO SCALE

GATE DETECTOR LOOP NOTES:

1. PAVEMENT LOOPS SHALL CONSIST OF NOT LESS THAN 4 TURNS OF #14 AWG. STRANDED CU. WIRE IN 3/16" WIDE x 1 1/2" DEEP SAW CUTS.
2. INTERCEPT AND PROTECT EXISTING GATE LOOP CONDUIT, PLACED 2"± BELOW GRADE.
3. LOOP LEADS MUST BE IN CONDUIT BETWEEN LOOP AND AMPLIFIER. THEY MUST NOT SHARE CONDUIT WITH OTHER WIRING OR LEADS FROM OTHER LOOPS. LOOP LEADS TO HAVE (6) TWISTS PER FOOT MINIMUM.
4. SEAL WITH 3M LOOP EPOXY SEALANT, #62-5764-6320-9 OR APPROVED EQUAL.
5. REPAIR / REPLACEMENT OF EXISTING DETECTOR LOOPS INCIDENTAL. NO EXTRA PAYMENT WILL BE MADE.

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ENGINEER OF RECORD

REGISTERED PROFESSIONAL ENGINEER
MICHAEL S. BRADLEY
No. C 71139
CIVIL
STATE OF CALIFORNIA
3/13/25

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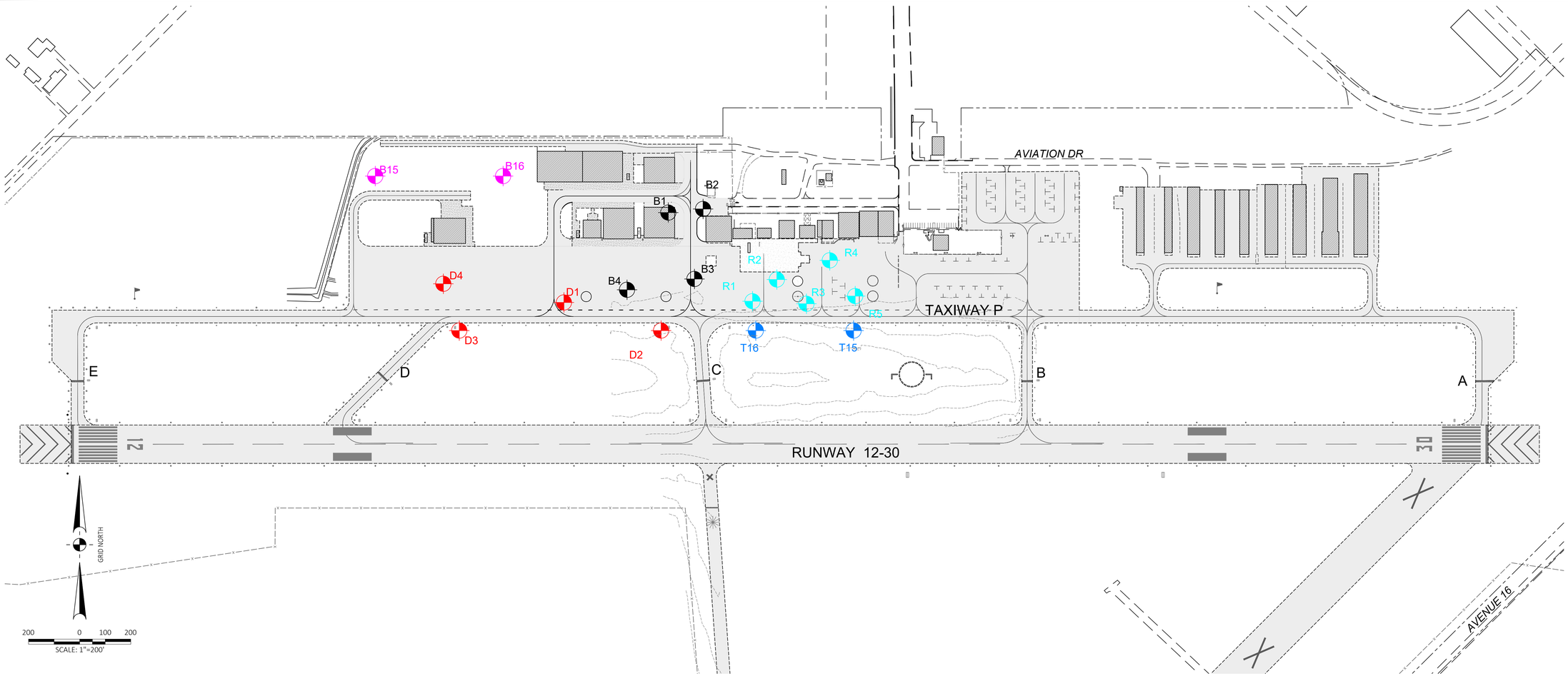
MADERA MUNICIPAL AIRPORT
MADERA CALIFORNIA

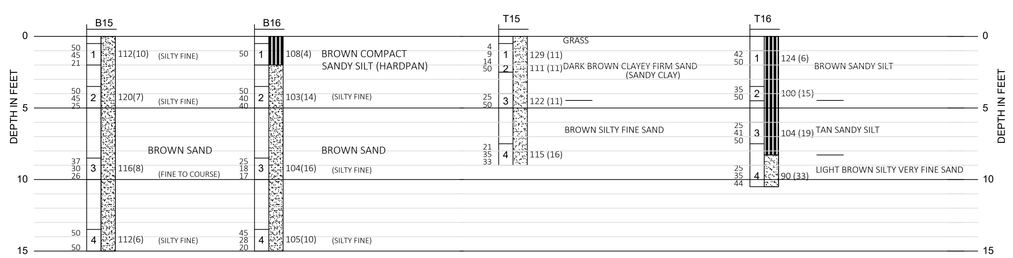
REHABILITATE APRON A2 & HANGAR TAXILANES

MARKING & GATE DETAILS

| | |
|---|---|
| DATE | 3/13/2025 |
| DRAWN | KDC |
| CHECKED | MSB |
| PROJECT No. | 83.23 |
| FILE | 8323.07.Mark |
| SCALE | AS SHOWN |
| SHEET No. | 8 OF 10 |

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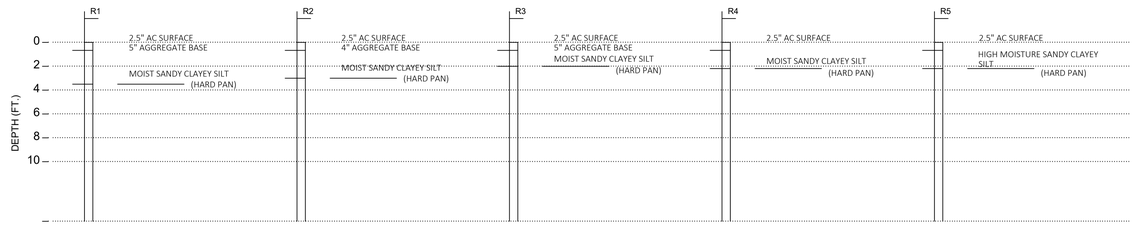



PAVEMENT SECTION
APRON & TAXILANE: AC-3"
AB-9"
12" RECOMPACT

PAVEMENT DESIGN STRENGTH
35K SINGLE
50K DOUBLE

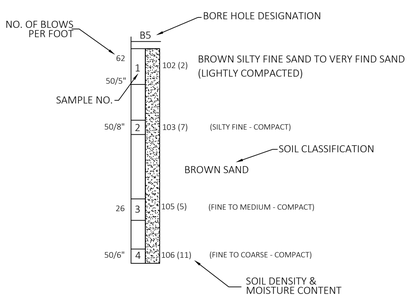
## SOIL PROFILE
## TEST HOLES B15, B16, T15, T16




## SOIL PROFILE
## TEST HOLES R1-R5

### LEGEND

- AIRFIELD PCC PAVEMENT
- AIRFIELD AC PAVEMENT
- B1-B4 — TWINING LABORATORIES JANUARY 23, 1985 - CONTAMINATION ASSESSMENT GWT DEPTH 89' TO 95'
- D1-D4 — KLEINFELDER APRIL 6, 1994 - PRELIMINARY SOIL AND GROUND WATER ASSESSMENT GWT DEPTH 132' TO 140'
- B10-B16 — RWB JULY 26, 2010 - GA APRON EXPANSION & ACCESS TAXIWAY DEVELOPMENT
- R1-R10 — RWB 2012
- T1-T23 — RWB SEPTEMBER 2014




SOIL PROFILE LEGEND

SOIL CLASSIFICATION SYMBOLS
- SAND
- SILT
- CLAY
- GRAVEL

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ENGINEER OF RECORD
REGISTERED PROFESSIONAL ENGINEER
MARK S. BRADLEY
No. C 71139
CIVIL
STATE OF CALIFORNIA
3-13-25

| No. | REVISIONS | BY | APR | DATE |
|---|---|---|---|---|
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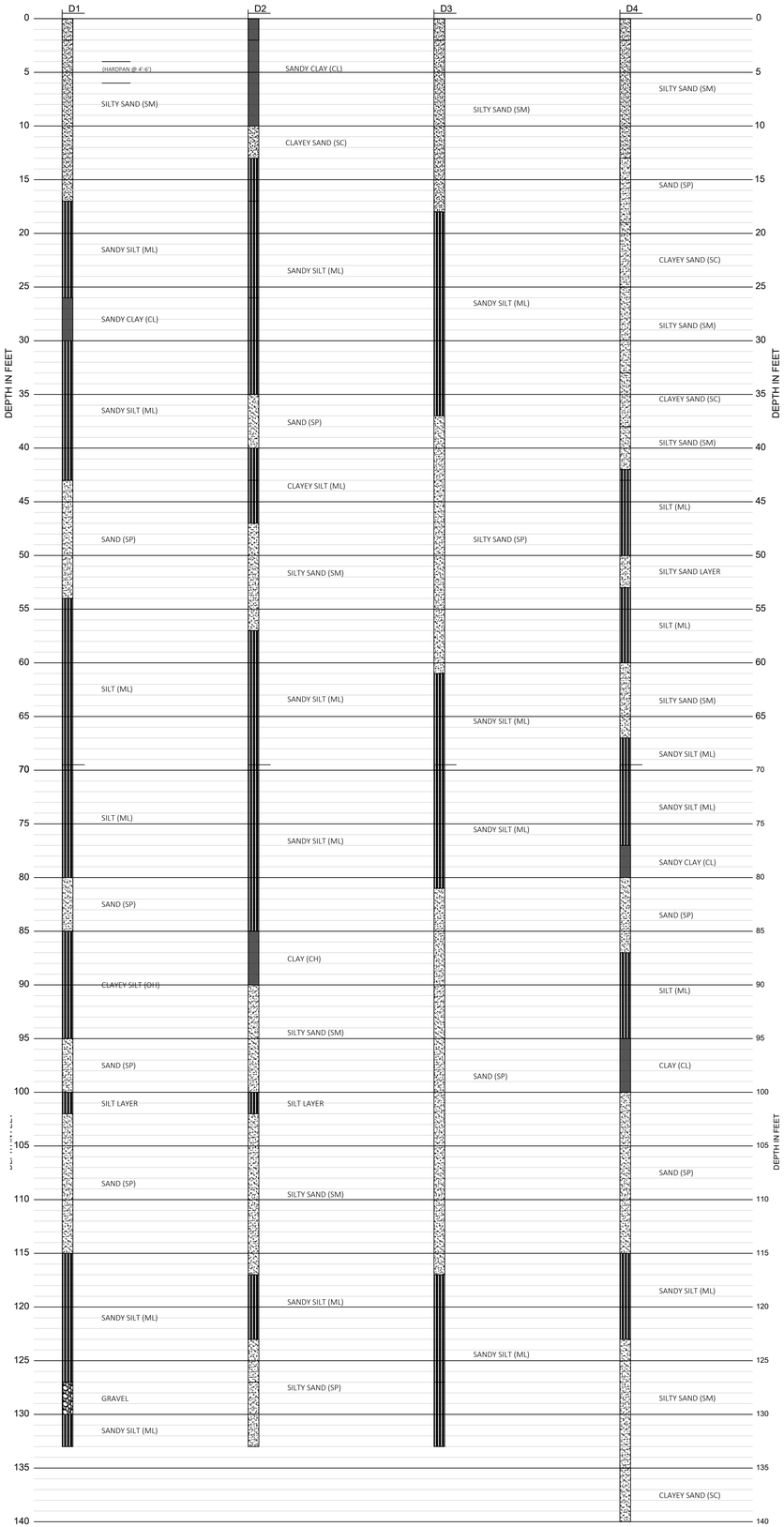
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MADERA CALIFORNIA

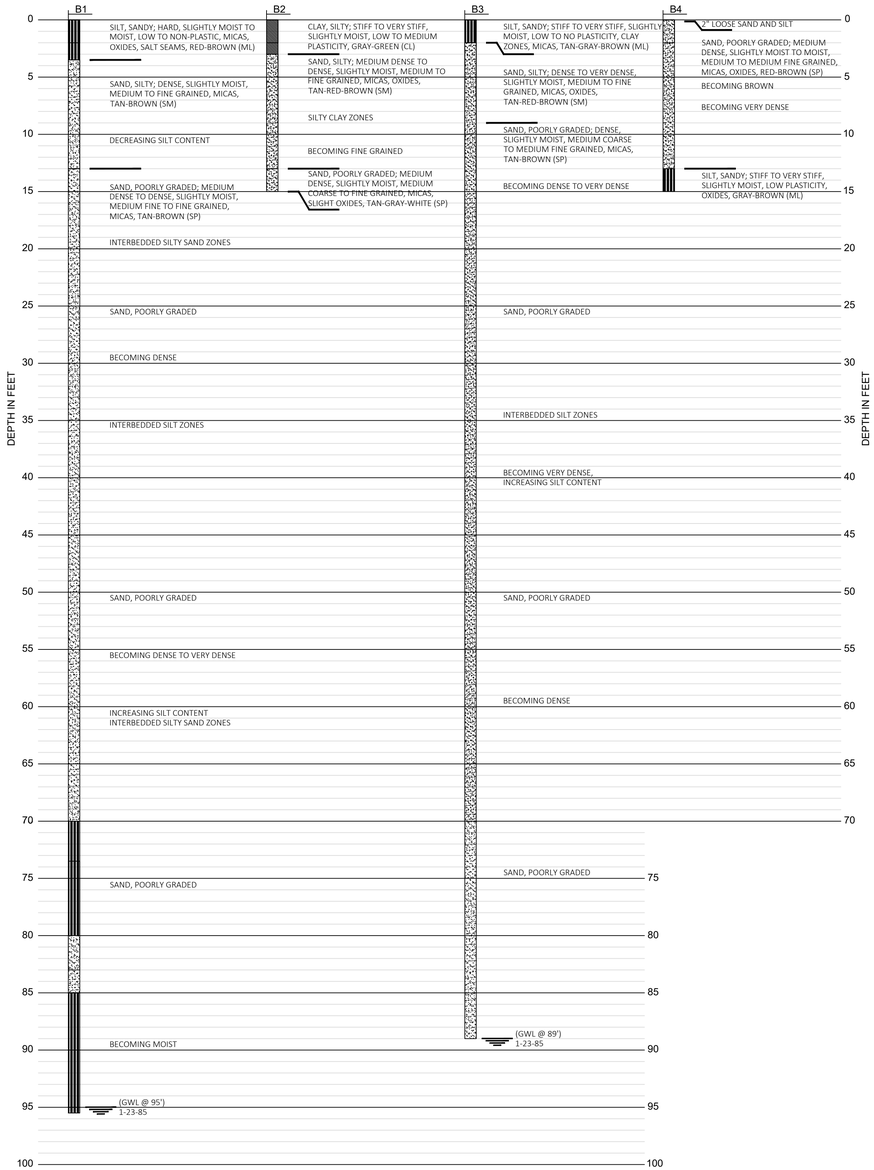
**REHABILITATE APRON A2 & HANGAR TAXILANES**

SOIL BORING LOGS

| | |
|---|---|
| DATE | 3/13/2025 |
| DRAWN | KDC |
| CHECKED | MSB |
| PROJECT No. | 83.23 |
| FILE | 8323.9.Soils |
| SCALE | AS SHOWN |
| SHEET No. | 9 OF 10 |

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ENGINEER OF RECORD

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MELISSA S. BRADLEY
No. C 71139
CIVIL
STATE OF CALIFORNIA
5-30-26

| No. | REVISIONS | BY | APR | DATE |
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| | | | | |

**MADERA MUNICIPAL AIRPORT**
MADERA CALIFORNIA

**REHABILITATE APRON A2 & HANGAR TAXILANES**

SOIL BORING LOGS

| | |
|---|---|
| DATE | 3/13/2025 |
| DRAWN | KDC |
| CHECKED | MSB |
| PROJECT No. | 83.23 |
| FILE | 8323.9.Soils |
| SCALE | NONE |

SHEET No.
10 OF 10

G:\83 MADERA\23 TAXILANES\BID SET\8323.9.SOILS.DWG PLOTTED BY Kevin Currey 3/13/2025 11:38 AM

**Exhibit G**

# Division III – Federal Provisions

# Part C - Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects

## C1 ACCESS TO RECORDS AND REPORTS

2 CFR § 200.334

2 CFR § 200.337

FAA Order 5100.38

### ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## C2 AFFIRMATIVE ACTION REQUIREMENT

41 CFR Part 60-4

Executive Order 11246

### NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Timetables**

| | |
|---|---|
| Goals for minority participation for each trade: | 24.6% |
| Goals for female participation in each trade: | 6.9% |

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such

geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is California, Madera County, Madera.

## C3 BREACH OF CONTRACT TERMS

2 CFR Part 200, Appendix II(A)

**BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## C4 BUY AMERICAN PREFERENCE

Title 49 USC § 50101

Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*

**FAA BUY AMERICAN PREFERENCE**

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 2 Waiver (Nonavailability) -** The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

| | |
|---|---|
| Date | Signature |
| Company Name | Title |

## C5 CIVIL RIGHTS - GENERAL

49 USC § 47123

### GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

## C6 CIVIL RIGHTS – TITLE VI ASSURANCE

49 USC § 47123

FAA Order 1400.11

**Title VI Solicitation Notice:**

The City of Madera, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 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, disadvantaged business enterprises 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 (including sexual orientation and gender identity), age, or disability in consideration for an award.

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

**Compliance with Nondiscrimination Requirements:**

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 (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, 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, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
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 will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will 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 to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## C7 CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR Part 200, Appendix II(G)

42 USC § 7401, et seq

33 USC § 1251, et seq

**CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

## C8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

2 CFR Part 200, Appendix II(E)

2 CFR § 5.5(b)

40 USC § 3702

40 USC § 3704

**CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less

than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## C9 COPELAND "ANTI-KICKBACK" ACT

2 CFR Part 200, Appendix II(D)

29 CFR Parts 3 and 5

### COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

## C10 DAVIS-BACON REQUIREMENTS

2 CFR Part 200, Appendix II(D)

29 CFR Part 5

49 USC § 47112(b)

40 USC §§ 3141-3144, 3146, and 3147

**DAVIS-BACON REQUIREMENTS**

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where

a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

## C11 DEBARMENT AND SUSPENSION

2 CFR Part 180 (Subpart B)

2 CFR Part 200, Appendix II(H)

2 CFR Part 1200

DOT Order 4200.5

Executive Orders 12549 and 12689

### CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## C12 DISADVANTAGED BUSINESS ENTERPRISE

49 CFR Part 26

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Madera to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**Contract Assurance (49 CFR § 26.13)**

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

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (49 CFR § 26.29)**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from City of Madera. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor's work is satisfactorily completed. Any delay or

postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Madera. This clause applies to both DBE and non-DBE subcontractors.

**Prompt Payment of Retainage:** From the total of the amount determined to be payable on a partial payment, 5 percent of such total amount will be deducted and retained by the Sponsor for protection of the Sponsor's interests. Unless otherwise instructed by the Sponsor, the amount retained by the Sponsor will be in effect until the final payment is made except as follows:

1) Contractor may request release of retainage on work that has been partially accepted by the Sponsor in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Sponsor for partially accepted work.
2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 7 days after the Contractor has received a partial payment. Contractor must provide the Sponsor evidence of prompt and full payment of retainage held by the prime contractor to the subcontractor within 7 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Sponsor. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Sponsor's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Sponsor may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

***Prompt Payment Enforcement:*** *Failure by the contractor to carry out the prompt payment requirements is a material breach of this contract, which may result in termination of this contract or other remedy as the recipient deems appropriate, which may include but is not limited to:*

1) ***Withholding Payment*** *of the amount of funds due to the subcontractor(s) from the prime contractor's pay request until confirmation of payment is received from the subcontractor or the prime contractor provides proof of payment.*
2) ***Issuing a Stop-Work Order*** *until payments are released to the subcontractor(s), specifying in the contract that such orders constitute unauthorized delays for the purposes of calculating liquidated damages if milestones are not met.*
3) ***Assessing Liquidated Damages*** *against the prime contractor for each day beyond the required time period the prime contractor fails to pay the subcontractor(s).*
4) ***Disqualify the Contractor*** *from future bidding opportunities as non-responsible.*

## C13 DISTRACTED DRIVING

Executive Order 13513

DOT Order 3902.10

### TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

## C14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

### PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

## C15 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

2 CFR Part 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

### EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading,

demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction,

the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female

utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related

activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these

specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## C16 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq

2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## C17 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR Part 200, Appendix II(I)

49 CFR Part 20, Appendix A

### CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned 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 sub-recipients 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.

## C18 PROHIBITION OF SEGREGATED FACILITIES

2 CFR Part 200, Appendix II(C)

41 CFR Part 60-1

### PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

## C19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## C20 PROCUREMENT OF RECOVERED MATERIALS

2 CFR § 200.323

2 CFR Part 200, Appendix II(J)

40 CFR Part 247

42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

### PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

## C21 TAX DELINQUENCY AND FELONY CONVICTIONS

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

**CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

1) The applicant represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is (  ) is not (  ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency**: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## C22 TERMINATION OF CONTRACT

2 CFR Part 200, Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

**TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of

Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

**TERMINATION FOR CAUSE (CONSTRUCTION)**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

## C23 TRADE RESTRICTION CERTIFICATION

49 USC § 50104

49 CFR Part 30

**TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

## C24 VETERAN'S PREFERENCE

49 USC § 47112(c)

### VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## C25 DOMESTIC PREFERENCES FOR PROCUREMENTS

2 CFR § 200.322
2 CFR Part 200, Appendix II(L)

### CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

# Exhibit H General WAge Decision Ca 20220018

"General Decision Number: CA20220018 01/07/2022

Superseded General Decision Number: CA20210018

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)(2)-(60).

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 $15.00 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 2022.

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 $11.25 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 2022.

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 www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/07/2022 |

ASBE0016-004 01/01/2021

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANSICO, SAN MATEO & SANTA CLARA COUNTIES

| | Rates | Fringes |
|---|---|---|
| Asbestos Removal | | |

worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)
     Area 1.....$ 30.45  10.60
     Area 2.....$ 36.53  9.27

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ASBE0016-008 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANSICO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

| | Rates | Fringes |
|---|---|---|
| Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems) | | |
| Area 1 | $ 74.16 | 23.58 |
| Area 2 | $ 46.81 | 33.50 |

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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 |

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* BRCA0003-001 08/01/2021

| | Rates | Fringes |
|---|---|---|
| MARBLE FINISHER | $ 37.72 | 17.64 |

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* BRCA0003-003 08/01/2021

| | Rates | Fringes |
|---|---|---|
| MARBLE MASON | $ 53.17 | 29.10 |

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BRCA0003-005 05/01/2020

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER | | |
| ( 1) Fresno, Kings, Madera, Mariposa, Merced | $ 43.68 | 22.19 |
| ( 7) San Francisco, San Mateo | $ 47.65 | 26.77 |
| ( 8) Alameda, Contra Costa, San Benito, Santa Clara | $ 49.42 | 22.70 |
| ( 9) Calaveras, San Joaquin, Stanislaus, Toulumne | $ 45.12 | 21.55 |
| (16) Monterey, Santa Cruz | $ 45.88 | 25.02 |

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* BRCA0003-008 07/01/2021

| | Rates | Fringes |
|---|---|---|
| TERRAZZO FINISHER | $ 39.95 | 18.46 |
| TERRAZZO WORKER/SETTER | $ 53.03 | 28.34 |

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BRCA0003-011 04/01/2019

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 | $ 29.94 | 16.38 |
| Area 2 | $ 25.60 | 14.30 |
| Area 3 | $ 26.58 | 15.65 |
| Tile Layer | | |
| Area 1 | $ 49.90 | 19.16 |
| Area 2 | $ 42.67 | 16.81 |
| Area 3 | $ 40.27 | 18.58 |

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CARP0022-001 07/01/2021

San Francisco 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 |

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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.

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CARP0034-003 07/01/2021

| | Rates | Fringes |
|---|---|---|
| Piledriver | $ 54.10 | 34.69 |

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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 |

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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 |

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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 |

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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 |

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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 |

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CARP0217-001 07/01/2021

San Mateo 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 |

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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

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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 |

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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 |

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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 |

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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

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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 |

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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 |

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ELEC0006-004 12/01/2020

SAN FRANCISCO COUNTY

| | Rates | Fringes |
|---|---|---|
| Sound & Communications | | |
| Installer | $ 46.00 | 3%+21.65 |
| Technician | $ 52.90 | 3%+21.65 |

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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ELEC0006-007 06/01/2021

SAN FRANCISCO COUNTY

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 80.00 | 3%+39.215 |

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ELEC0100-002 09/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 41.00 | 26.18 |

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ELEC0100-005 12/01/2019

FRESNO, KINGS, MADERA

| | Rates | Fringes |
|---|---|---|
| Communications System | | |
| Installer | $ 35.25 | 20.86 |
| Technician | $ 40.54 | 21.02 |

SCOPE OF WORK
Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

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ELEC0234-001 12/28/2020

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | | |
| Zone A | $ 53.41 | 27.95 |
| Zone B | $ 58.75 | 28.11 |

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

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ELEC0234-003 12/01/2020

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

| | Rates | Fringes |
|---|---|---|
| Sound & Communications | | |
| Installer | $ 45.50 | 22.52 |
| Technician | $ 52.33 | 22.72 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0302-001 03/01/2021

CONTRA COSTA COUNTY

| | Rates | Fringes |
|---|---|---|
| CABLE SPLICER | $ 63.86 | 29.17 |
| ELECTRICIAN | $ 56.76 | 28.95 |

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ELEC0302-003 12/01/2020

CONTRA COSTA COUNTY

| | Rates | Fringes |
|---|---|---|
| Sound & Communications | | |
| Installer | $ 42.11 | 22.52 |

| | | |
|---|---|---|
| Technician | $ 44.83 | 22.72 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC0332-001 06/01/2021

SANTA CLARA COUNTY

| | Rates | Fringes |
|---|---|---|
| CABLE SPLICER | $ 86.45 | 42.14 |
| ELECTRICIAN | $ 75.17 | 41.81 |

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.

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ELEC0332-003 12/01/2020

SANTA CLARA COUNTY

| | Rates | Fringes |
|---|---|---|
| Sound & Communications | | |
| Installer | $ 45.50 | 22.515 |
| Technician | $ 52.33 | 22.72 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside

electrician.

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ELEC0595-001 06/01/2021

ALAMEDA COUNTY

| | Rates | Fringes |
|---|---|---|
| CABLE SPLICER | $ 72.80 | 3%+39.94 |
| ELECTRICIAN | $ 63.30 | 3%+39.94 |

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ELEC0595-002 06/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

| | Rates | Fringes |
|---|---|---|
| CABLE SPLICER | $ 50.70 | 7.75%+25.58 |
| ELECTRICIAN | | |
| (1) Tunnel work | $ 44.25 | 7.75%+25.58 |
| (2) All other work | $ 42.25 | 7.75%+25.58 |

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ELEC0595-006 12/01/2021

ALAMEDA COUNTY

| | Rates | Fringes |
|---|---|---|
| Sound & Communications | | |
| Installer | $ 47.93 | 3%+22.65 |
| Technician | $ 55.12 | 3%+22.65 |

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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ELEC0595-008 12/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

| | Rates | Fringes |
|---|---|---|
| Communications System | | |
| Installer | $ 38.24 | 3%+22.65 |
| Technician | $ 43.98 | 3%+22.65 |

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 06/01/2021

SAN MATEO COUNTY

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 70.00 | 41.74 |

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ELEC0617-003 12/01/2021

SAN MATEO COUNTY

| | 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.

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ELEC0684-001 12/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 42.50 | 4.5%+25.88 |

CABLE SPLICER = 110% of Journeyman Electrician

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ELEC0684-004 12/01/2020

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| Communications System | | |
| Installer | $ 36.83 | 22.25 |

| | | |
|---|---|---|
| Technician | $ 42.35 | 22.42 |

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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ELEC1245-001 06/01/2021

| | Rates | Fringes |
|---|---|---|
| LINE CONSTRUCTION | | |
| (1) Lineman; Cable splicer | $ 60.19 | 21.94 |
| (2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment) | $ 48.08 | 20.73 |
| (3) Groundman | $ 36.76 | 20.33 |
| (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 01/01/2021

| | Rates | Fringes |
|---|---|---|
| ELEVATOR MECHANIC | $ 72.10 | 35.825+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.

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ENGI0003-001 06/29/2020

""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.....$ 51.42 31.15
GROUP 2.....$ 49.89 31.15
GROUP 3.....$ 48.41 31.15
GROUP 4.....$ 47.03 31.15
GROUP 5.....$ 45.76 31.15
GROUP 6.....$ 44.44 31.15
GROUP 7.....$ 43.30 31.15
GROUP 8.....$ 42.16 31.15
GROUP 8-A.....$ 39.95 31.15
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.....$ 47.52 31.15
GROUP 1-A.....$ 49.99 31.15

| | | |
|---|---|---|
| GROUP 2 | $ 46.26 | 31.15 |
| GROUP 3 | $ 44.93 | 31.15 |
| GROUP 4 | $ 43.79 | 31.15 |
| GROUP 5 | $ 42.65 | 31.15 |
| UNDERGROUND: | | |
| GROUP 1 | $ 47.42 | 31.15 |
| GROUP 1-A | $ 49.89 | 31.15 |
| GROUP 2 | $ 46.16 | 31.15 |
| GROUP 3 | $ 44.83 | 31.15 |
| GROUP 4 | $ 43.69 | 31.15 |
| GROUP 5 | $ 42.55 | 31.15 |

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;

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PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, 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

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ENGI0003-008 07/20/2020

| | Rates | Fringes |
|---|---|---|
| Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:) | | |
| AREA 1: | | |
| (1) Leverman | $ 49.88 | 34.35 |
| (2) Dredge Dozer; Heavy duty repairman | $ 44.92 | 34.35 |
| (3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator | $ 43.80 | 34.35 |
| (4) Bargeman; Deckhand; Fireman; Leveehand; Oiler | $ 40.50 | 34.35 |
| AREA 2: | | |
| (1) Leverman | $ 51.88 | 34.35 |
| (2) Dredge Dozer; Heavy | | |

duty repairman.....$ 46.92 34.35
(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator.....$ 45.80 34.35
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 42.50 34.35

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

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ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

| | Rates | Fringes |
|---|---|---|
| OPERATOR:  Power Equipment (LANDSCAPE WORK ONLY) | | |
| GROUP 1 | | |
| AREA 1 | $ 39.95 | 30.28 |
| AREA 2 | $ 41.95 | 30.28 |
| GROUP 2 | | |
| AREA 1 | $ 36.35 | 30.28 |
| AREA 2 | $ 38.35 | 30.28 |
| GROUP 3 | | |
| AREA 1 | $ 31.74 | 30.28 |
| AREA 2 | $ 33.74 | 30.28 |

GROUP DESCRIPTIONS:

  GROUP 1:  Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

  GROUP 2:  Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3.  The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

  GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

  AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN,  MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,

SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

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IRON0377-001 07/01/2021

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA & SAN FRANCISCO COUNTIES

| | Rates | Fringes |
|---|---|---|
| Ironworkers: | | |
| Fence Erector | $ 38.08 | 24.91 |
| Ornamental, Reinforcing and Structural | $ 45.73 | 33.55 |

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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IRON0433-005 07/01/2020

REMAINING COUNTIES

| | Rates | Fringes |
|---|---|---|
| IRONWORKER | | |
| Fence Erector | $ 34.58 | 24.81 |
| Ornamental, Reinforcing and Structural | $ 41.00 | 33.45 |

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0067-002 06/28/2021

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B""  -  CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| Asbestos Removal Laborer | | |
| All Counties | $ 26.05 | 12.75 |
| LABORER (Lead Removal) | | |
| Area A | $ 34.37 | 25.95 |
| Area B | $ 33.37 | 25.95 |

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

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LABO0073-002 06/28/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) | | |
| Escort Driver, Flag Person | $ 33.48 | 26.21 |
| Traffic Control Person I | $ 33.78 | 26.21 |
| Traffic Control Person II | $ 31.28 | 26.21 |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0073-003 07/01/2021

SAN JOAQUIN COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| Mason Tender-Brick | $ 34.09 | 24.41 |

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LABO0073-005 07/01/2021

| | Rates | Fringes |
|---|---|---|
| Tunnel and Shaft Laborers: | | |
| GROUP 1 | $ 42.00 | 25.71 |
| GROUP 2 | $ 41.77 | 25.71 |
| GROUP 3 | $ 41.52 | 25.71 |
| GROUP 4 | $ 41.07 | 25.71 |
| GROUP 5 | $ 40.53 | 25.71 |
| Shotcrete Specialist | $ 42.52 | 25.71 |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0073-007 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (CONSTRUCTION CRAFT LABORERS) | | |
| Construction Specialist Group | $ 30.49 | 23.20 |
| GROUP 1 | $ 29.79 | 23.20 |
| GROUP 1-a | $ 30.01 | 23.20 |
| GROUP 1-c | $ 29.84 | 23.20 |
| GROUP 1-e | $ 30.34 | 23.20 |
| GROUP 1-f | $ 30.37 | 23.20 |
| GROUP 2 | $ 29.64 | 23.20 |
| GROUP 3 | $ 29.54 | 23.20 |
| GROUP 4 | $ 23.23 | 23.20 |

See groups 1-b and 1-d under laborer classifications.

| | | |
|---|---|---|
| LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS) | | |
| (1) New Construction | $ 29.54 | 23.20 |
| (2) Establishment Warranty Period | $ 23.23 | 23.20 |
| LABORER (GUNITE) | | |
| GROUP 1 | $ 29.75 | 22.31 |
| GROUP 2 | $ 29.25 | 22.31 |
| GROUP 3 | $ 28.66 | 22.31 |
| GROUP 4 | $ 28.54 | 22.31 |
| LABORER (WRECKING) | | |
| GROUP 1 | $ 29.79 | 23.20 |
| GROUP 2 | $ 29.64 | 23.20 |

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and 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"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0073-009 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (Plaster Tender)..... | $ 35.82 | 28.45 |

Work on a swing stage scaffold: $1.00 per hour additional.

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LABO0261-003 06/28/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) | | |
| Escort Driver, Flag Person.. | $ 34.48 | 26.21 |
| Traffic Control Person I.... | $ 34.78 | 26.21 |
| Traffic Control Person II... | $ 32.28 | 26.21 |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0261-005 07/01/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

| | Rates | Fringes |
|---|---|---|
| Tunnel and Shaft Laborers: | | |
| GROUP 1..... | $ 42.00 | 25.71 |
| GROUP 2..... | $ 41.77 | 25.71 |
| GROUP 3..... | $ 41.52 | 25.71 |
| GROUP 4..... | $ 41.07 | 25.71 |
| GROUP 5..... | $ 40.53 | 25.71 |
| Shotcrete Specialist..... | $ 42.52 | 25.71 |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:) | | |
| Construction Specialist Group | $ 31.49 | 23.20 |
| GROUP 1 | $ 30.79 | 23.20 |
| GROUP 1-a | $ 31.01 | 23.20 |
| GROUP 1-c | $ 30.84 | 23.20 |
| GROUP 1-e | $ 31.34 | 23.20 |
| GROUP 1-f | $ 31.37 | 23.20 |
| GROUP 2 | $ 30.64 | 23.20 |
| GROUP 3 | $ 30.54 | 23.20 |
| GROUP 4 | $ 24.23 | 23.20 |
| See groups 1-b and 1-d under laborer classifications. | | |
| LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:) | | |
| (1) New Construction | $ 30.54 | 23.20 |
| (2) Establishment Warranty Period | $ 24.23 | 23.20 |
| LABORER (WRECKING - AREA A:) | | |
| GROUP 1 | $ 30.79 | 23.20 |
| GROUP 2 | $ 30.64 | 23.20 |
| Laborers: (GUNITE - AREA A:) | | |
| GROUP 1 | $ 30.75 | 22.31 |
| GROUP 2 | $ 30.25 | 22.31 |
| GROUP 3 | $ 29.66 | 22.31 |
| GROUP 4 | $ 29.54 | 22.31 |

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"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0261-011 07/01/2021

SAN FRANCISCO AND SAN MATEO COUNTIES:

| | Rates | Fringes |
|---|---|---|
| MASON TENDER, BRICK | $ 34.85 | 26.32 |

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.

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LABO0261-014 07/01/2021

SAN FRANCISCO AND SAN MATEO COUNTIES:

| | Rates | Fringes |
|---|---|---|
| PLASTER TENDER | $ 38.28 | 29.43 |

Work on a swing stage scaffold: $1.00 per hour additional.

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LABO0270-003 06/28/2021

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 | $ 34.48 | 26.21 |
| Area B | $ 33.48 | 26.21 |
| Traffic Control Person I | | |
| Area A | $ 34.78 | 26.21 |
| Area B | $ 33.78 | 26.21 |
| Traffic Control Person II | | |
| Area A | $ 32.28 | 26.21 |
| Area B | $ 31.28 | 26.21 |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0270-004 07/01/2021

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

| | Rates | Fringes |
|---|---|---|
| Tunnel and Shaft Laborers: | | |
| GROUP 1 | $ 42.00 | 25.71 |
| GROUP 2 | $ 41.77 | 25.71 |
| GROUP 3 | $ 41.52 | 25.71 |
| GROUP 4 | $ 41.07 | 25.71 |
| GROUP 5 | $ 40.53 | 25.71 |
| Shotcrete Specialist | $ 42.52 | 25.71 |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and

setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0270-005 07/01/2021

MONTEREY AND SAN BENITO COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| Mason Tender-Brick | $ 34.09 | 24.41 |

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LABO0270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (CONSTRUCTION CRAFT LABORERS - AREA B) | | |
| Construction Specialist Group | $ 30.40 | 23.20 |
| GROUP 1 | $ 29.79 | 23.20 |
| GROUP 1-a | $ 30.01 | 23.20 |
| GROUP 1-c | $ 29.84 | 23.20 |
| GROUP 1-e | $ 30.34 | 23.20 |
| GROUP 1-f | $ 30.37 | 23.20 |
| GROUP 2 | $ 29.64 | 23.20 |
| GROUP 3 | $ 29.54 | 23.20 |
| GROUP 4 | $ 23.23 | 23.20 |
| See groups 1-b and 1-d under laborer classifications. | | |
| LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B) | | |
| (1) New Construction | $ 29.54 | 23.20 |
| (2) Establishment Warranty Period | $ 23.23 | 23.20 |
| LABORER (GUNITE - AREA B) | | |
| GROUP 1 | $ 29.75 | 22.31 |
| GROUP 2 | $ 29.25 | 22.31 |
| GROUP 3 | $ 28.66 | 22.31 |
| GROUP 4 | $ 28.54 | 22.31 |
| LABORER (WRECKING - AREA B) | | |
| GROUP 1 | $ 29.79 | 23.20 |
| GROUP 2 | $ 29.64 | 23.20 |

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker

and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and 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"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0270-010 06/25/2018

SANTA CLARA COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:) | | |
| Construction Specialist Group | $ 31.49 | 23.20 |
| GROUP 1 | $ 30.79 | 23.20 |

GROUP 1-a.....$ 31.01 23.20
GROUP 1-c.....$ 30.84 23.20
GROUP 1-e.....$ 31.34 23.20
GROUP 1-f.....$ 30.37 23.20
GROUP 2.....$ 30.64 23.20
GROUP 3.....$ 30.54 23.20
GROUP 4.....$ 24.23 23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)

(1) New Construction.....$ 30.54 23.20
(2) Establishment Warranty Period.....$ 24.23 23.20

LABORER (GUNITE - AREA A:)

GROUP 1.....$ 30.75 22.31
GROUP 2.....$ 30.25 22.31
GROUP 3.....$ 29.66 22.31
GROUP 4.....$ 29.54 22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....$ 30.79 23.20
GROUP 2.....$ 30.64 23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and 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"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0270-011 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (Plaster Tender)..... | $ 34.70 | 21.22 |

Work on a swing stage scaffold: $1.00 per hour additional.

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LABO0294-001 07/01/2020

FRESNO, KINGS AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (Brick) | | |
| Mason Tender-Brick..... | $ 32.84 | 23.71 |

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LABO0294-002 06/28/2021

FRESNO, KINGS, AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) | | |
| Escort Driver, Flag Person.. | $ 33.48 | 26.21 |
| Traffic Control Person I.... | $ 33.78 | 26.21 |
| Traffic Control Person II... | $ 31.28 | 26.21 |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0294-005 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| Tunnel and Shaft Laborers: | | |
| GROUP 1 | $ 42.00 | 25.71 |
| GROUP 2 | $ 41.77 | 25.71 |
| GROUP 3 | $ 41.52 | 25.71 |
| GROUP 4 | $ 41.07 | 25.71 |
| GROUP 5 | $ 40.53 | 25.71 |
| Shotcrete Specialist | $ 42.52 | 25.71 |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:) | | |
| Construction Specialist Group | $ 30.49 | 23.20 |
| GROUP 1 | $ 29.79 | 23.20 |
| GROUP 1-a | $ 30.01 | 23.20 |
| GROUP 1-c | $ 29.84 | 23.20 |
| GROUP 1-e | $ 30.34 | 23.20 |
| GROUP 1-f | $ 30.37 | 23.20 |
| GROUP 2 | $ 29.64 | 23.20 |
| GROUP 3 | $ 29.54 | 23.20 |
| GROUP 4 | $ 23.23 | 23.20 |
| See groups 1-b and 1-d under laborer classifications. | | |
| LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:) | | |
| (1) New Construction | $ 29.54 | 23.20 |
| (2) Establishment Warranty Period | $ 23.23 | 23.20 |
| LABORER (GUNITE - AREA B:) | | |
| GROUP 1 | $ 29.75 | 22.31 |
| GROUP 2 | $ 29.25 | 22.31 |
| GROUP 3 | $ 28.66 | 22.31 |
| GROUP 4 | $ 28.54 | 22.31 |
| LABORER (WRECKING - AREA B:) | | |
| GROUP 1 | $ 29.79 | 23.20 |
| GROUP 2 | $ 29.64 | 23.20 |

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging

scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and 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"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0294-010 07/01/2021

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

| | Rates | Fringes |
|---|---|---|
| Plasterer tender | $ 35.82 | 28.45 |

Work on a swing stage scaffold: $1.00 per hour additional.

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LABO0294-011 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (Plaster Tender) | $ 35.82 | 28.45 |

Work on a swing stage scaffold: $1.00 per hour additional.

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LABO0304-002 06/28/2021

ALAMEDA COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) | | |
| Escort Driver, Flag Person | $ 34.48 | 26.21 |
| Traffic Control Person I | $ 34.78 | 26.21 |
| Traffic Control Person II | $ 32.28 | 26.21 |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0304-003 07/01/2021

ALAMEDA COUNTY

| | Rates | Fringes |
|---|---|---|
| Tunnel and Shaft Laborers: | | |
| GROUP 1 | $ 42.00 | 25.71 |
| GROUP 2 | $ 41.77 | 25.71 |
| GROUP 3 | $ 41.52 | 25.71 |
| GROUP 4 | $ 41.07 | 25.71 |
| GROUP 5 | $ 40.53 | 25.71 |
| Shotcrete Specialist | $ 42.52 | 25.71 |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman;

Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0304-004 06/25/2018

ALAMEDA COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:) | | |
| Construction Specialist Group | $ 31.49 | 23.20 |
| GROUP 1 | $ 30.79 | 23.20 |
| GROUP 1-a | $ 31.01 | 23.20 |
| GROUP 1-c | $ 30.84 | 23.20 |
| GROUP 1-e | $ 31.34 | 23.20 |
| GROUP 1-f | $ 30.37 | 23.20 |
| GROUP 2 | $ 30.64 | 23.20 |
| GROUP 3 | $ 30.54 | 23.20 |
| GROUP 4 | $ 24.23 | 23.20 |
| See groups 1-b and 1-d under laborer classifications. | | |
| LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:) | | |
| (1) New Construction | $ 30.54 | 23.20 |
| (2) Establishment Warranty Period | $ 24.23 | 23.20 |
| LABORER (GUNITE - AREA A:) | | |
| GROUP 1 | $ 30.75 | 22.31 |
| GROUP 2 | $ 30.25 | 22.31 |
| GROUP 3 | $ 29.66 | 22.31 |
| GROUP 4 | $ 29.54 | 22.31 |
| LABORER (WRECKING - AREA A:) | | |
| GROUP 1 | $ 30.79 | 23.20 |
| GROUP 2 | $ 30.64 | 23.20 |

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2

yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and 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"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0304-005 05/01/2018

ALAMEDA COUNTY

| | Rates | Fringes |
|---|---|---|
| Brick Tender | $ 35.37 | 20.70 |

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

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LABO0304-008 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

| | Rates | Fringes |
|---|---|---|
| Plasterer tender | $ 34.70 | 23.11 |

Work on a swing stage scaffold: $1.00 per hour additional.

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LABO0324-002 06/28/2021

CONTRA COSTA COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) | | |
| Escort Driver, Flag Person | $ 34.48 | 26.21 |
| Traffic Control Person I | $ 34.78 | 26.21 |
| Traffic Control Person II | $ 32.28 | 26.21 |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0324-006 06/25/2018

CONTRA COSTA COUNTY

| | Rates | Fringes |
|---|---|---|
| Tunnel and Shaft Laborers: | | |
| GROUP 1 | $ 37.82 | 24.11 |
| GROUP 2 | $ 37.59 | 24.11 |
| GROUP 3 | $ 37.34 | 24.11 |
| GROUP 4 | $ 36.89 | 24.11 |
| GROUP 5 | $ 36.35 | 24.11 |
| Shotcrete Specialist | $ 38.34 | 24.11 |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0324-012 06/25/2018

CONTRA COSTA COUNTY

| | Rates | Fringes |
|---|---|---|

LABORER (CONSTRUCTION CRAFT
LABORERS - AREA A:)

| | | |
|---|---|---|
| Construction Specialist Group | $ 31.49 | 23.20 |
| GROUP 1 | $ 30.79 | 23.20 |
| GROUP 1-a | $ 31.01 | 23.20 |
| GROUP 1-c | $ 30.84 | 23.20 |
| GROUP 1-e | $ 31.34 | 23.20 |
| GROUP 1-f | $ 30.37 | 23.20 |
| GROUP 1-g | $ 30.99 | 23.20 |
| GROUP 2 | $ 30.64 | 23.20 |
| GROUP 3 | $ 30.54 | 23.20 |
| GROUP 4 | $ 24.23 | 23.20 |

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULURAL & LANDSCAPE
LABORERS - AREA A:)

| | | |
|---|---|---|
| (1) New Construction | $ 30.54 | 23.20 |
| (2) Establishment Warranty Period | $ 24.23 | 23.20 |

LABORER (GUNITE - AREA A:)

| | | |
|---|---|---|
| GROUP 1 | $ 30.75 | 22.31 |
| GROUP 2 | $ 30.25 | 22.31 |
| GROUP 3 | $ 29.66 | 22.31 |
| GROUP 4 | $ 29.54 | 22.31 |

LABORER (WRECKING - AREA A:)

| | | |
|---|---|---|
| GROUP 1 | $ 30.79 | 23.20 |
| GROUP 2 | $ 30.64 | 23.20 |

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and 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"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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 05/01/2018

CONTRA COSTA COUNTY:

| | Rates | Fringes |
|---|---|---|
| Brick Tender | $ 35.37 | 20.70 |

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

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LABO0324-018 07/01/2021

ALAMEDA AND CONTRA COSTA COUNTIES:

| | Rates | Fringes |
|---|---|---|
| Plasterer tender | $ 38.28 | 29.43 |

Work on a swing stage scaffold: $1.00 per hour additional.

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LABO1130-002 06/28/2021

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) | | |
| Escort Driver, Flag Person | $ 33.48 | 26.21 |
| Traffic Control Person I | $ 33.78 | 26.21 |
| Traffic Control Person II | $ 31.28 | 26.21 |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO1130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| Tunnel and Shaft Laborers: | | |
| GROUP 1 | $ 36.60 | 24.83 |
| GROUP 2 | $ 36.37 | 24.83 |
| GROUP 3 | $ 36.12 | 24.83 |
| GROUP 4 | $ 35.67 | 24.83 |
| GROUP 5 | $ 35.13 | 24.83 |
| Shotcrete Specialist | $ 37.12 | 24.83 |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO1130-005 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| Mason Tender-Brick | $ 31.20 | 22.20 |

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LABO1130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:) | | |
| Construction Specialist Group | $ 30.49 | 23.20 |
| GROUP 1 | $ 29.79 | 23.20 |
| GROUP 1-a | $ 30.01 | 23.20 |
| GROUP 1-c | $ 29.84 | 23.20 |
| GROUP 1-e | $ 30.34 | 23.20 |
| GROUP 1-f | $ 29.37 | 23.20 |
| GROUP 2 | $ 29.64 | 23.20 |
| GROUP 3 | $ 29.54 | 23.20 |
| GROUP 4 | $ 23.23 | 23.20 |
| See groups 1-b and 1-d under laborer classifications. | | |
| LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:) | | |
| (1) New Construction | $ 29.54 | 23.20 |
| (2) Establishment Warranty Period | $ 23.23 | 23.20 |
| LABORER (GUNITE - AREA B:) | | |
| GROUP 1 | $ 29.75 | 22.31 |
| GROUP 2 | $ 29.25 | 22.31 |
| GROUP 3 | $ 28.66 | 22.31 |
| GROUP 4 | $ 28.54 | 22.31 |
| LABORER (WRECKING - AREA B:) | | |
| GROUP 1 | $ 29.79 | 23.20 |
| GROUP 2 | $ 29.64 | 23.20 |

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and 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"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO1130-008 07/01/2021

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

| | Rates | Fringes |
|---|---|---|
| Plasterer tender | $ 35.82 | 28.45 |

Work on a swing stage scaffold: $1.00 per hour additional.

---

LABO1130-009 07/01/2021

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER (Plaster Tender) | $ 35.82 | 28.45 |

Work on a swing stage scaffold: $1.00 per hour additional.

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PAIN0016-001 01/01/2021

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

| | Rates | Fringes |
|---|---|---|
| Painters: | $ 45.22 | 25.48 |

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

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PAIN0016-003 07/01/2021

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 | $ 54.91 | 29.49 |
| AREA 2 | $ 50.78 | 28.09 |

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PAIN0016-012 01/01/2019

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

| | Rates | Fringes |
|---|---|---|
| SOFT FLOOR LAYER | $ 48.60 | 27.43 |

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PAIN0016-015 01/01/2021

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| PAINTER | | |
| Brush | $ 35.88 | 21.16 |

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.

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PAIN0016-022 01/01/2021

SAN FRANCISCO COUNTY

| | Rates | Fringes |
|---|---|---|
| PAINTER | $ 48.84 | 25.48 |

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PAIN0169-001 06/01/2020

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

| | Rates | Fringes |
|---|---|---|

GLAZIER.....$ 40.00 26.76

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PAIN0169-005 01/01/2021

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

| | Rates | Fringes |
|---|---|---|
| GLAZIER | $ 53.07 | 31.15 |

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PAIN0294-004 01/01/2021

FRESNO, KINGS AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| PAINTER | | |
| Brush, Roller | $ 31.36 | 20.33 |
| Drywall Finisher/Taper | $ 40.10 | 25.00 |

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.

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PAIN0294-005 01/01/2021

FRESNO, KINGS & MADERA

| | Rates | Fringes |
|---|---|---|
| SOFT FLOOR LAYER | $ 34.55 | 21.67 |

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PAIN0767-001 01/01/2021

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

| | Rates | Fringes |
|---|---|---|
| GLAZIER | $ 41.51 | 31.36 |

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 rquired to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

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PAIN1176-001 07/01/2020

HIGHWAY IMPR0VEMENT

| | Rates | Fringes |
|---|---|---|
| Parking Lot Striping/Highway Marking: | | |
| GROUP 1 | $ 38.48 | 16.88 |
| GROUP 2 | $ 32.71 | 16.88 |
| GROUP 3 | $ 33.09 | 16.88 |

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

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PAIN1237-003 01/01/2021

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

| | Rates | Fringes |
|---|---|---|
| SOFT FLOOR LAYER | $ 41.81 | 23.39 |

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PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

| | Rates | Fringes |
|---|---|---|
| PLASTERER | $ 42.41 | 30.73 |

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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 |

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PLAS0300-005 07/01/2016

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER | $ 32.15 | 23.27 |

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PLUM0038-001 07/01/2021

SAN FRANCISCO COUNTY

| | Rates | Fringes |
|---|---|---|
| PLUMBER (Plumber, Steamfitter, Refrigeration Fitter) | $ 79.00 | 46.01 |

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PLUM0038-005 07/01/2021

SAN FRANCISCO COUNTY

| | Rates | Fringes |
|---|---|---|
| Landscape/Irrigation Fitter (Underground/Utility Fitter) | $ 67.15 | 32.67 |

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PLUM0062-001 10/01/2021

MONTEREY AND SANTA CRUZ COUNTIES

| | Rates | Fringes |
|---|---|---|
| PLUMBER & STEAMFITTER | $ 46.50 | 37.80 |

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PLUM0159-001 07/01/2019

CONTRA COSTA COUNTY

| | Rates | Fringes |
|---|---|---|

Plumber and steamfitter
     (1) Refrigeration.....$ 56.93            41.04
     (2) All other work.....$ 57.82           41.04
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 PLUM0246-001 07/01/2021

FRESNO, KINGS & MADERA COUNTIES

                                  Rates          Fringes

PLUMBER & STEAMFITTER.....$ 44.15               36.64
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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 07/01/2021

ALAMEDA & CONTRA COSTA  COUNTIES

                                  Rates          Fringes

PIPEFITTER
     CONTRA COSTA COUNTY.....$ 69.95            44.00
PLUMBER, PIPEFITTER,
STEAMFITTER
     ALAMEDA COUNTY.....$ 69.95                 44.00
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 PLUM0355-004 07/01/2021

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.....$ 30.90              16.80
---
 PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

| | Rates | Fringes |
|---|---|---|
| PLUMBER/PIPEFITTER | $ 68.76 | 46.63 |

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PLUM0442-001 07/01/2021

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

| | Rates | Fringes |
|---|---|---|
| PLUMBER & STEAMFITTER | $ 47.50 | 33.39 |

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PLUM0467-001 07/01/2021

SAN MATEO COUNTY

| | Rates | Fringes |
|---|---|---|
| Plumber/Pipefitter/Steamfitter | $ 73.10 | 38.61 |

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ROOF0027-002 09/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

| | Rates | Fringes |
|---|---|---|
| ROOFER | $ 37.01 | 14.61 |

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.

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ROOF0040-002 08/01/2021

SAN FRANCISCO & SAN MATEO COUNTIES:

| | Rates | Fringes |
|---|---|---|
| ROOFER | $ 46.38 | 20.94 |

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ROOF0081-001 08/01/2021

ALAMEDA AND CONTRA COSTA COUNTIES:

| | Rates | Fringes |
|---|---|---|
| Roofer | $ 47.17 | 19.86 |

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ROOF0081-004 08/01/2020

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

| | Rates | Fringes |
|---|---|---|
| ROOFER | $ 39.73 | 19.11 |

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ROOF0095-002 08/01/2020

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

| | Rates | Fringes |
|---|---|---|
| ROOFER | | |
| Journeyman | $ 46.54 | 20.69 |
| Kettle person (2 kettles); Bitumastic, Enameler, Coal | | |

| | | |
|---|---|---|
| Tar, Pitch and Mastic worker | $ 48.54 | 20.69 |

SFCA0483-001 08/02/2021

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

| | Rates | Fringes |
|---|---|---|
| SPRINKLER FITTER (FIRE) | $ 70.99 | 34.85 |

SFCA0669-011 04/01/2021

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

| | Rates | Fringes |
|---|---|---|
| SPRINKLER FITTER | $ 40.36 | 26.15 |

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 07/01/2021

| | Rates | Fringes |
|---|---|---|
| Truck drivers: | | |
| GROUP 1 | $ 35.15 | 31.42 |
| GROUP 2 | $ 35.45 | 31.42 |
| GROUP 3 | $ 35.75 | 31.42 |
| GROUP 4 | $ 36.10 | 31.42 |
| GROUP 5 | $ 36.45 | 31.42 |

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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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,

2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

**EXHIBIT B**
**CITY OF MADERA**

**Budget Amendment: Res. 25-_____**

**Budget Adjustments for Fiscal Year 2025/26 Project AIR-00008**

| FUND | ORG CODE | OBJECT CODE | PROJECT CODE | DESCRIPTION | (+) | (-) |
|---|---|---|---|---|---|---|
| Airport | 20503510 | 4419 | | CalTrans Aeronautic Grant | $ 18,917 | |
| Airport | 20253510 | 4450 | | Grant/Capital Grant | | $ 796,659 |
| Airport | 20253510 | 4900 | | Budgetary Carryover | | 115,263 |
| Airport | 20253510 | 6440 | | Contracted Services | 58,219 | |
| Airport | 20253510 | 7050 | | Construction/Infrastructure | 834,786 | |

Madera City Council Agenda
September 17, 2025

Agenda Item E-1

**Selecting Recipients for October Proclamations**

**Recommendation:** Request for Council's Selection of Recipients for the following Proclamations: Breast Cancer Awareness Month, Indigenous People's Day, Domestic Violence Awareness Month (Report by Alicia Gonzales)

There is no written report for this item.

# REPORT TO CITY COUNCIL

*Groundwater Sustainability Agency*

**Approved by:**

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

**Council Meeting of:** September 17, 2025

**Agenda Number:** E-2

**SUBJECT:**

Domestic Well Mitigation Program (DWMP)

**RECOMMENDATION:**

Receive update and provide direction regarding information provided as part of this report to City Council

**SUMMARY:**

During the City Council (Council) meeting of September 3, 2025, Council received a status update relative to the DWMP process. As part of the staff report and presentation, it was noted that progress on a DWMP that included all seven Madera Subbasin GSAs or even a reduced four member DWMP that included the City, Madera Irrigation District (MID), Madera County (County), and Madera Water District (MWD) had reached an impasse. This was the result of a statement by MID during the meeting which indicated their intent to move toward a Proximity based approach that possibly included the City and MWD. As such, the current likely makeup of DWMPs appears to be:

- Gravelly Ford Water District (GFWD)
- Root Creek Water District (RCWD)
- New Stone Water District (NWSD)
- County
- City, MID and MWD

**DISCUSSION:**

Council, as part of the September 3, 2025 meeting, did not express any compelling opinions one way or the other relative to partnering with MID and MWD. Council did, however, not wish to close the door to a possible partnering with the County until a conclusion such as an agreement is reached with MID. Further, based on direction from Council, staff indicated it would discuss possible pathways to a joint DWMP with the County should a partnership with MID and MWD not come to fruition.

Staff's discussion with MID illustrated the willingness of County staff to consider a joint City County DWMP. But, indicated certain goals of the City are either not likely or might not be resolved without additional discussion and deliberations by County Supervisors. One example included the City request for recognition of projects completed. It was indicated the reduction from 2% share to 1% was not likely acceptable.

Council also provided feedback with regard to the draft *Framework Agreement for Uniform Domestic Well Mitigation Implementation in the Madera Subbasin of the San Joaquin Valley Groundwater Basin* (Agreement) that is intended to provide standards for how GSA DWMPs, individual or partnered, be structured.

Six of the GSAs, met on Monday, September 8, 2025 to discuss any comments or proposed edits to the draft Agreement. GFWD did not attend the meeting. There were a number of comments relative to the draft Agreement in addition to those provided by Council. The revised draft (See Attachment 1) includes those edits that GSA staffs felt were reasonable. One of the comments from the City however elicited more discussion than anticipated. The City comment sought agreement that changes in GSA or partner boundaries would not result in changes in responsibility for cost of well mitigation. MID indicated they did not feel it was a reasonable comment but did not choose to formally object to it. One argument against it was that annexation of the wells should not be any different as annexation usually brings other costly improvements that can include streets and utilities. Staff countered that those are public improvements that are well known at the time of annexation consideration. Wells are not public improvements. The County, however, simply objected to this provision being included. In response, Staff indicated it would check back in with Council to determine if there is any flexibility in this provision.

The revised Agreement itself, is visibly less onerous in terms of securing overall acceptance seven different GSA with obvious differences of opinion on multiple topics. Of note, the Agreement now:

- Includes an acknowledgement that failure to implement a DWMP by any GSA could result in a conclusion that the Madera Subbasin has an Undesirable Result by California Department of Water Resources (DWR) and possible State intervention. While the language is less than definitive, it's intent seems clear.
- The language regarding annexation was apparently clarified by the mediator in favor of

the objection by the County as a result of the discussion.

Based on this report, staff is asking Council to:

- Consider the discussion between City and County staff regarding possible alternative to partnering.
- Provide direction to staff related to partnering with MID and MWD. Should staff accept or pursue the original offer from MID based on the current understanding? As a reminder, the following represents what has currently been discussed with MID and MWD:
    - Acceptance of 1% impact or about $80,000 first year.
    - Likely continuation of management costs beyond completion of City projects – Costs are unknown at this point beyond a desire to accelerate determination of dry well and subsequent mitigation.
    - Simplified determination of what represents a dry well – Goal is to establish well is dry purely from dropping water table.
- Consider the County's objection to language in the Agreement relative to annexation of acreage that includes domestic wells.

**FINANCIAL IMPACT:**

It is not anticipated there would be any immediate impacts to the General Fund so long as cost of mitigation is built into the Water Fund as part of the next rate study.

**ALTERNATIVES:**

Alternatives include:

- Not participate in DWMP – As stated in previous Council meetings, it was staff's belief that this would likely be in violation of the SGMA and may result in litigation with one or more GSAs. The current statement of three GSAs to not participate and a statement from DWR staff that they may be conceding to the use of multiple GSA DWMPs within the subbasin may test this supposition.

  A decision by the City to adopt its own DWMP - Such a decision comes with responsibility for managing a program and mitigating cost of all dry wells that occur in the City limits. Staff does not at present have a working theory on the cost of such a program beyond that presented in previous Council meetings. At $35,000 per well combined with unknown management costs of a single agency, there appears to be a high likelihood the budgetary cost of wells would be substantially more than partnering. There may also be additional inherent risk that the program last longer regardless of whether the City is balanced or not as lack of progress by other GSAs may affect the City's GSA.

**ATTACHMENTS:**

1. Framework Agreement for Uniform Domestic Well Mitigation Implementation

**Attachment 2**

Draft Framework Agreement for Uniform Domestic Well Mitigation Implementation

**Date:** XX, 2025
**To:** TBD – DWR
**Subject:** **Framework Agreement for Uniform Domestic Well Mitigation Implementation in the Madera Subbasin of the San Joaquin Valley Groundwater Basin**

The signatories to this Agreement represent all seven Groundwater Sustainability Agencies (GSA) in the Madera Subbasin (Subbasin) of the San Joaquin Groundwater Basin (5-022.06 Madera) and include: County Of Madera GSA ("County"), City Of Madera GSA ("City"), Madera Irrigation District GSA ("MID"), Madera Water District GSA ("MWD"), Gravelly Ford Water District GSA ("GFWD"), New Stone Water District GSA (NSWD) and Root Creek Water District GSA (RCWD), collectively referred to as the "GSAs," or individually as a "GSA".

This Agreement defines an agreed-on Framework for uniform Subbasin-wide implementation of Domestic Well Mitigation. The Framework will be implemented by respective GSAs, or groups of GSAs, to mitigate impacts experienced by domestic water users whose wells have gone dry due to declining groundwater levels in the Subbasin during the implementation period (December 31, 2040) or until sustainability is achieved as set-forth in the governing Groundwater Sustainability Plans (GSPs). It is mutually understood that failure to implement domestic well mitigation in any respective GSA (as a result of lowered groundwater levels) may result in a lack of water availability for parcel inhabitants which may in turn be defined by the California Department of Water Resources (DWR) as an Undesirable Result. This could result in State intervention to the Subbasin to address said conditions.

The Framework is defined as having started on the date of the last signatory to this letter or by January 1, 2026 (whichever occurs first).

1. Subbasin Eligibility: Wells eligible for mitigation must be located within the legal boundaries of the Subbasin. Subbasin boundaries are available at the following URL and on the websites of the respective GSAs.

   https://sgma.water.ca.gov/webgis/index.jsp?appid=gasmaster&rz=true

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In the event that a land parcel is annexed from one GSA into another, the original GSA in which the parcel was located shall maintain mitigation responsibility for said parcel through December 31, 2040, after which GSA boundaries are anticipated to be finalized in perpetuity (unless DWR defines a period of time for basin boundary modification proposals in the future).

2. Mitigation Eligibility: Wells eligible for mitigation must be domestic wells that have lost connectivity due to declining regional groundwater levels resulting from overdraft. No other impacts to wells will be considered as a basis for mitigation.

3. Mitigation Costs: Mitigation of a well will have a maximum reimbursement of $35,000 for the cost of drilling a new well only. Annual well mitigation costs will be adjusted annually for inflation at a rate not to exceed 3% per year.

4. Mitigation Frequency: Wells found eligible will be mitigated once and said mitigation will be recorded on the property deed. Any subsequent impacts to a well potentially requiring additional mitigation will be conducted at the property owner's expense.

5. Mitigation Provider: Eligible mitigation will be provided by the respective GSA in which the well is located. Official boundaries of a GSA can be found on the website of a respective GSA.

6. Public Disclosure: Each GSA will convene a public meeting to discuss annual mitigation conditions, present an annual summary to the public, and solicit public input. The domestic well mitigation information will be included in the Annual Reports of the respective GSAs.

7. Public Outreach: The GSAs in the Subbasin agree to coordinated and consistent public outreach, to the extent possible, regarding domestic well mitigation in the Subbasin.

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