## DESIGN-BUILD CONTRACT AMENDMENT NO. 1

THIS CONTRACT AMENDMENT NO. 1 is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and SWINERTON BUILDERS, a Limited Liability Company (Design-Builder), as follows:

#### **RECITALS**

WHEREAS, Council approved the Phase 1 Design Contract on June 13, 2024 (Agreement), for specified Design-Build Design phase services, including all subconsultant, subcontractor, and reimbursable costs for the Parking Automation and Video Surveillance (Project); and

WHEREAS, the City now desires to execute Phase 2 of the Design-Build Contract for construction of the Project; and

WHEREAS, the selected design build team is composed of Design-Builder and its sub-consultants including architect and engineers from Walker Parking Consultants/Engineers, Inc., and Faith Group, LLC, shall provide Phase 2 construction services and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, following the solicitation of Phase 1 of the Design-Build Contract, funding through the American Rescue Plan Act (ARPA) has become available for use by the City in connection with Project; and

WHEREAS, the City now desires to amend the existing Design-Build Contract to incorporate all necessary terms, conditions, and requirements associated with the use of ARPA funds for the Project;

WHEREAS, this Agreement will be administered for the City by its Capital Projects Department Director (Director) or designee.

#### **AGREEMENT**

NOW THEREFORE, the parties agree that the Agreement be amended as follows:

- 1. <u>Contract Documents</u>. The Agreement shall be modified as provided in Exhibit B, for all services related to the Project, in addition the Agreement shall be modified to include the federal requirements as required by the ARPA funds, as provided in **Exhibit C**, together with all the documents specifically referred to in said annexed documents are hereby incorporated into and made a part of this Contract and shall be known as the Contract Documents.
- 2. <u>Price</u>. For the monetary consideration of \$2,287,859, as set forth in **Exhibit B**, Design-Builder has substantially performed Phase 1 (design and preconstruction activities) and promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of the City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

- 3. <u>Payment</u>. The City accepts the Design-Builder's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents. The Design-Builder agrees to accept electronic payment from the City.
- 4. <u>Scope of Services</u>. Design-Builder shall perform the services described herein and in **Exhibit B** to complete the Project and this shall include all work incidental to, or necessary to perform, such services even though not specifically described in herein and in **Exhibit B**. By entry into this Agreement and upon City's issuance of a written "Notice to Proceed for Phase 2 work," City contracts for the services in Phase Two for construction services.

The Agreement, as modified, contains additional terms and conditions related to this Amendment. In the event of a conflict between this Amendment and the Amendment, this Contract shall take precedence. However, if this Contract does not address a legal issue for this Project, the parties shall be governed by the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by the City shall be subsequent to that of the Design-Builder's, and this Contract shall be binding and effective upon execution by both parties.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

CITY OF FRESNO, A California municipal corporation	SWINERTON BUILDERS, A Limited குதித்திர் Company
By:  FRANCISCO V. MAGOS II, PE, MBA, QSD Assistant Director Capital Projects Department	By: Jeff Good  Name: Jeff Good  Title: Vice President, Division Manager  (If corporation or LLC., Board Chair,
Dated:	Pres. or Vice Pres.)
APPROVED AS TO FORM: ANDREW JANZ City Attorney  By: brandon (olld 12/3/2025 Brandon M. Collet Date Chief Assistant City Attorney	By: Brad Peterson  Title: Executive Vice President CFO  (If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)
ATTEST: TODD STERMER, MMC City Clerk	REVIEWED BY: Signed by: Sarah Lambeth  A278FD22EED34AA
By:	
Addresses: CITY: City of Fresno Attention: Armando Cervantes Project Manager 747 R Street. 2 <sup>nd</sup> Floor Fresno, CA 93721 Phone: (559) 621-8687 Email: armando.cervantes@fresno.gov	DESIGN-BUILDER: SWINERTON BUILDERS Attention: Jeffrey Good, Vice President 15 Business Park Way, Suite 101 Sacramento, California 95828 Phone: (720) 402-2818 Email: JGood@swinerton.com
Attachment: Exhibit B - Contract Documents including S Exhibit C - Guaranteed Maximum Price Pro Exhibit E - Federal Requirements and Labo Exhibit F - Lobbying Grant Certification	pposal

#### **EXHIBIT B**

# CONTRACT PRICE AMENDMENT PARKING AUTOMATION AND VIDEO SURVEILLANCE PHASE TWO – CONSTRUCTION SERVICES

This Exhibit B Contract Price Amendment incorporates the Design-Builder's Proposal (Proposal) for completion of design and construction (Phase Two Construction Services) of the Parking Automation and Video Surveillance (Project) and is, by this reference, made a part of the Contract Documents to the same extent as if set forth herein in full.

Amendments and clarifications to the DBIA 544, Exhibit 1, as included in the Contract executed June 13, 2024 between the Owner and Design-Builder are as follows:

#### Article 6 - Contract Time

#### **6.2.1** Delete and Replace with:

Substantial Completion of the entire Work, as defined in the General Conditions of the Contract, shall be achieved no later than 104 consecutive calendar days after the Notice to Proceed (NTP) for Phase Two Construction Services, which will be issued following City Council Approval.

#### **6.2.2** Delete and Replace with:

Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as stated in the Design-Builders Proposal.

- First phase of the Project for Flowbird Pay on Foot (POF) equipment installation at project locations included herein this First Amendment shall be installed and powered by or before January 31, 2026.
  - Final commissioning and startup of POF equipment is subject to City providing internet network services at each project location.
- Second phase of the Project for completing all other work part of the Project planned improvements shall be completed by the scheduled completed date specified in section 6.2.1.

Owner shall designate individual(s) responsible for walk through with authority to make decisions on behalf of Owner. Owner shall provide written acknowledgement of walk through with any discrepancy to the plans noted and / or any desired changes within three business days of walk through.

#### **6.4** Delete and Replace with:

Liquidated Damages: Design-Builder understands that if Substantial Completion is not attained by the Scheduled Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained as specified in Section 6.2.1 herein, Design-Builder shall pay the Owner the amount of \$1,000 for each Calendar Day after the scheduled completion date that completion is not attained.

#### Article 7 - Contract Price

#### **7.1.2** Delete and Replace with:

For Phase 2 Services, Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to the Guaranteed Maximum Price established in Section 7.6 herein and any adjustments made in accordance with the General Conditions of Contract.

**7.1.3** *Delete:* NOT USED

7.2 Delete: NOT USED

#### **7.6.1** Delete and Replace with:

Design-Builder guarantees that it shall not exceed the Guaranteed Maximum Price (GMP) TWO MILLION TWO HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED FIFTY-NINE Dollars (\$2,287,859) for Phase 2 Services. Documents used as a basis for the GMP shall be identified in the Contract Price Amendment to this Agreement. Design-Builder does not guarantee any specific line item provided as part of the GMP and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as may be adjusted in accordance with the Contract Documents.

#### 7.6.2 Delete and Replace with:

The GMP includes a Contingency in the amount stated in the Design-Builder's Proposal which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) Subcontractor defaults; (e) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; or (f) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

#### **Article 10 – Representatives of the Parties**

#### 10.1.1 Delete:

Randall W. Morrison, PE Capital Projects Director 747 R Street Fresno, CA 93721

#### and Replace with:

Denix D. Anbiah, PE Capital Projects Director 747 R Street Fresno, CA 93721

#### Article 12 - Other Provisions

#### **12.2** *Add*:

Exhibit E - Federal Requirements and Labor Rates

Exhibit F - Lobbying Grant Certification

#### **EXHIBIT C**

# GUARANTEED MAXIMUM PRICE PROPOSAL PARKING AUTOMATION AND VIDEO SUREILLANCE PHASE TWO – CONSTRUCTION SERVICES

# CITY OF FRESNO PARKING AUTOMATION - Phase 2 GMP Rev7 November 24, 2025

Description		Qty.	Units	\$/UOM	Total
Automation/PARCS - 0	Convention Center Garage (Ensight)	1	LS	\$294,413	\$294,413
	OSP - Removed Per Owner Direction				\$0
	General Requirements				\$89,460
	General Conditions				\$112,053
	Design: Faith Group - Phase 2 Construction				\$49,310
	Design: Walker Consulting - Phase 2 Construction (Includes Com	mon Fees)			\$138,508
	Contingency (5%)				\$34,18
	Bonds + Insurance (2.5%)				\$17,094
	Total				\$735,02
OSP/Automation/PAR	CS - Spiral Garage (Ensight)	1 1	LS	\$330,823	\$330,823
ooi // tatomation// / at	OSP - Removed Per Owner Direction	<u> </u>		<del>\$555,525</del>	\$(
	General Requirements				\$117,460
	General Conditions	+			\$112,053
	Design: Faith Group - Phase 2 Construction	+			\$38,039
	Design: Walker Consulting - Phase 2 Construction (Common Fee	s Applied to Cor	vention Center)		\$16,932
	Contingency (5%)	T Applied to Gol	I CITATION CONTOC		\$30,765
	Bonds + Insurance (2.5%)				\$15,383
	Total	1			\$661,45
	1 0 101	1	l l		<b>V</b> 001,10
Automation/PARCS - l	Jnderground Garage (Ensight)	1	LS	\$332,585	\$332,58
	OSP - Removed Per Owner Direction				\$(
	General Requirements				\$128,960
	General Conditions				\$112,053
	Design: Faith Group - Phase 2 Construction				\$60,58
	Design: Walker Consulting - Phase 2 Construction (Common Fee	s Applied to Cor	vention Center)		\$17,947
	Contingency (5%)				\$32,606
	Bonds + Insurance (2.5%)				\$16,303
	Total				\$701,036
Mobile LPR 3 Garages					\$151,319
Contractor Fee					\$39,024
		2 Canama T- 4			\$2,287,859
		3 Garage Tot	aı		<b>₽∠,∠01,85</b>

#### Qualifications:

 $General\ Conditions\ breakout\ costs\ shown\ per\ garage\ is\ based\ on\ proceeding\ with\ 3\ garage\ locations\ that\ exclude\ OSP\ fiber$ 

General Requirements breakout costs shown per garage are based on proceeding with 3 garage locations that exclude OSP fiber

Walker Design breakout costs shown per garage for Congo, Merced, Spiral & Underground are based on 'common costs' wrapped into Convention Center garage proceeding.

If Convention Center is not slected, 'common costs' will apply no matter the number of garages for this Phase

Architectural Design

Structural Design

Civil Design

NTP for Construction to start must be received by 1/1/26, anticipated PARCs turnover date by 04/15/2026

City of Fresno to purchase Flow Bird POF Stations at all garages. Stations to be on site by first week of January 2026

Flow Bird POF installation will be first phase of project followed by mobile LPR installations

COF to provide internet connectivity at IDF rooms at each garage. Swinerton has not accounted for additional internet service routing due to City coordinating with third party ISP vendors.

City of Fresno to identify required persons to be trained on PARCs system by 1/2/26

City responds to RFI's within 5 days

Basis of Gateless PARCs Design Approved by City of Fresno via 80% DD, design provided by Walker Consulting

Basis OSP Design Approved by City of Fresno via 80% DD, design provided by Faith Group

Basis of Surveillance Design Approved by City of Fresno via 80% DD, design by Faith Group

Prevailing Wages included

Builders Risk is not included

3rd Party Special Inspections by City of Fresno

Permit Fees responsibility of City of Fresno

AHJ inspection available M-F, throughout project

City to expedite 3rd party internet service as to not slow down commissioning and start up of pay stations

Unforeseen site conditions, not included

ADA upgrades are not included

Based on normal working hours, M-F

No HVAC scope for Convention Center or Merced carried.



EL

0.00

Sacramento, CA 95828 (916) 383-4825 | swinerton.com

11/20/2025

25041020

Project NameFresno Parking AutomationPreparerClientCity of FresnoDateLocation1919 Tulare Street, Fresno, CA 93721VersionArchitectWalker Consultants & Faith GroupJob No.

#### **General Conditions Summary**

Oll Construction Physic	OTY.	LINUT	LINIT DOLCE	TOTALS	NOTES
OH Construction Phase  Administration	QTY	UNIT	UNIT PRICE	TOTALS	NOTES
Off-Site Administration		hr	In Rates		
On-Site Administration		hr	In Rates		
On-Site Administration		H	III Nates		
			Sub-Total		
Office Expenses					
Reproduction costs	0.00	mo	350.00		
Shipping / Overnight	0.00	mo	150.00		
Parking	0.00	mo	330.00		
			Sub-Total		
		Pre-Cons	truction Total	\$0	
Construction Phase	QTY	UNIT	UNIT PRICE	TOTALS	NOTES
Administration					
Off-Site Administration	120	hr	In Rates	\$9,252	
On-Site Administration	2,144	hr	In Rates	\$312,608	
Project Closeout	0.00	wk	2,500.00		
			Sub-Total	\$321,860	
Field office expenses	QTY	UNIT	UNIT PRICE	TOTALS	NOTES
Office trailer	0.00	mo	1,500.00		
Temp field office	0.00	mo	1,500.00		
Field office supplies	3.00	mo	200.00	\$600	
Coffee, water, ice, cups	0.00	mo	150.00		
Admin & Craft Parking	0.00	mo	240.00		
Company truck, fuel & service	0.00	mo	500.00		
Reproduction costs	1.00	mo	350.00	\$350	
Copier & supplies	1.00	mo	750.00	\$750	
Shipping / Overnight	0.00	mo	150.00		
Btech Network Services	3.00	mo	500.00	\$1,500	
Cellular phones	0.00	mo	100.00		
IT/Payroll processing	0.00	ls	0.00		
Travel, lodging & meals	12.00	we	200.00	\$2,400	
Textura	1.00	ls	4,500.00	\$4,500	
BIM 360	1.00	mo	700.00	\$700	
LCP Tracker	1.00	ls	3,500.00	\$3,500	
Warranty reserve	0.00	ls	3,500.00		
			Sub-Total	\$14,300	
		Cons	truction Total	\$336,160	
			Grand Total	\$336,160	

Print Date: 11/20/2025



Sacramento, CA (916) 383-4825 | swinerto

**Fresno Parking Automation** 

City of Fresno

ject Name

ation

hitect

1919 Tulare Street, Fresno, CA 93721

Walker Consultants & Faith Group

Preparer

 $\mathsf{EL}$ 

11/20/202 Date 0.00 Version

25041020 Job No.

#### **Construction Staffing Plan**

COMPONENT																										
	2025				2026												2027									
ATES	9/26	10/1	11/1	12/1	1/1	2/1	3/1	4/1	5/1	6/1	7/1	8/1	9/1	10/1	11/1	12/1	1/1	2/1	3/1	4/1	5/1	6/1	7/1	8/1	TOTAL	TOTAL
иолтн	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	HOURS	COST
sition Title																										
perintendent					160	160	160	80																	560	\$105,6
st. superintendent					160	160	160	80									·								560	\$89,83
oject manager					80	80	80	40																	280	\$42,5
oject engineer					160	160	160	80																	560	\$48,7
neduler					24	8	8																		40	\$5,9
oject accountant																										
fety manager					16	16	16																		48	\$7,48
ality manager					16	16	16																		48	\$8,14
oject field admin					16	16	16																		48	\$4,18
oor Compliance Admin					40	40	40																		120	\$9,2
Total Hours	0			0	672	656	656	280																	2,264	\$321,80

Print Date: 11/20



15 Business Park Way #101 Sacramento, CA 95828 (916) 383-4825 | swinerton.com

Project NameFresno Parking AutomationClientCity of FresnoLocation1919 Tulare Street, Fresno, CA 93721ArchitectWalker Consultants & Faith Group

 Preparer
 EL

 Date
 11/20/2025

 Version
 0.00

 Job No.
 25041020

#### **General Requirements Summary**

On-Site Labor	QTY	UNIT	UNIT PRICE	TOTALS	NOTES
Laborers	1,120	hr	In Rates	\$92,221	
Carpenters	24	hr	In Rates	\$3,585	
Temporary elevator operator	0	hr	0.00		
Overtime labor allowance	0	ls	0.00		
			Colt. Total		
			Sub-Total	\$95,805	
Equipment & Materials	QTY	UNIT	UNIT PRICE	TOTALS	NOTES
Quality - Water+5 plus testing	0	ls	7,500.00		Direct cost of the work
Conex Boxes for storing materials	1	ea	1,100.00	\$1,100	
Recondition elevator after temporary use	0	ea	2,750.00		
Clean-up materials	9	ea	350.00	\$3,150	
Debris boxes / dump fees	3	ea	1,000.00	\$3,000	
First aid, safety supplies	3	mo	250.00	\$750	
Hard hats, vests, gloves, glasses	1	ls	250.00	\$250	
Fire extinguishers	9	ea	75.00	\$675	
Safety signage	1	LS	1,500.00	\$1,500	
Forklift	0	mo	1,000.00		
Scissor lift	0	mo	800.00		
Fuel, oil & maintenance	0	mo	1,500.00		
Negative air machines	0	mo	975.00		
Small tools and consumables	3	mo	2,500.00	\$7,500	
Temporary fencing @ Bldg	1,500	lf	7.50	\$11,250	
Temporary Fencing @ Parking Lots	0	lf	4.00		
SWPP/erosion control/winterization	0	ls	150,000.00		Subs and foreman will handle
Project Sign	1	ls	1,500.00	\$1,500	
Temporary scaffolding	0	ls	5,000.00		
Temporary stairs	0	ls	2,500.00		
Temporary elevator rental	0	mo	250.00		
Temporary roofing materials	0	ls	5,000.00		
Temporary toilets	3	un	2,000.00	\$6,000	
Temporary handwash stations	3	un	600.00	\$1,800	
Temporary power	0	ls	20,000.00		Initial install with electrician
Temporary lighting	0	ls	5,000.00		with electrician
Temporary water and sewer	0	ls	10,000.00		by contractor
Temporary security guards/ video surveillance	0	ls	3,000.00		
Street space permits	0	mo	10.00		By Owner
Sidewalk closure fees	0	mo	5.00		By Owner
			Sub-Total	\$38,475	
			0 1= . 1	Ć124 200	

Grand Total \$134,280

Print Date: 11/20/2025



15 Business Par Sacramento, CA (916) 383-4825 | swinerto

Fresno Parking Automation

City of Fresno

COMPONENT

**Total Hours** 

ect Name

itect

1919 Tulare Street, Fresno, CA 93721 Walker Consultants & Faith Group

328 328 328 160

Preparer E

Date 11/20/20 Version 0.00

Job No. 25041020

#### **General Labor Staffing Plan**

	2025				2026												2027									
ATES	9/25	10/1	11/1	12/1	1/1	2/1	3/1	4/1	5/1	6/1	7/1	8/1	9/1	10/1	11/1	12/1	1/1	2/1	3/1	4/1	5/1	6/1	7/1	8/1	TOTAL	TOTAL
ONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	HOURS	COST
ition Title																										
-Carpenter foreman					8	8	8	0																	24	\$3,!
-Laborer journeyman					160	160	160	80																	560	\$46,:
-Laborer journeyman					160	160	160	80																	560	\$46,:
-Laborer journeyman																										
																									·	
																·									·	

Print Date: 11/20

\$95,

1,144



### **Bid Scope**

Contractors Lic. #464539
DIR #1000006228
Main Office:
75 Park Creek Drive, Suite #104
Clovis, CA 93611
Branch Office:
301 5<sup>th</sup> Street
Huntington Beach, CA 92648

To: Swinerton

**Project: City of Fresno Parking Garages** 

Project Address: Fresno, CA

Bid Date: 8-8-25 Bid Time:

Addendum Noted: 0

Attn: Eduardo Date: Revised 11/11/25

**Comments:** 

Quote contains labor, material, applicable taxes, equipment and services to complete the project. All production proposals are based on averages. Valley Unique Electric will provide complete OSP Fiber and PARCS package for five garages with two options for operating system. Cost are all based on a starting date of Sept 26, 2025 and finishing Jan 30,2026.

#### **Includes:**

PARCS Package VUE	<u>Total</u>		<u>Labor</u>	<u>Material</u>
Congo Alley Garage	\$ 164,375.00	`	100,909.00	63,466.00
Convention Center Garage	\$ 159,012.00		97,617.00	61,395.00
Spiral Garage	\$ 207,014.00		127,085.00	79,929.00
Underground Garage	\$ 196,586.00		120,684.00	75,902.00
Merced Garage	\$ 183,261.00		99,499.00	62,577.00

- 1. Raceways rigid conduit as specified
- 2. Boxes
- 3. Supports
- 4. Line voltage as needed

PARCS Package - Ensig	<u>ht</u>	<u>Total</u>	<u>Labor</u>	<u> Material</u>
Congo Alley Garage	\$	119,531.00	109,699.00	73,134.00
Convention Center Garage	\$	135,401.00	119,636.00	79,757.00
Spiral Garage	\$	123,809.00	120,946.00	80,631.00
Underground Garage	\$	135,999.00	128,578.00	85,719.00
Merced Garage	\$	156,444.00	110,607.00	73,738.00



### **Bid Scope**

Contractors Lic. #464539
DIR #1000006228
Main Office:
75 Park Creek Drive, Suite #104
Clovis, CA 93611
Branch Office:
301 5<sup>th</sup> Street
Huntington Beach, CA 92648

#### **Excludes:**

- 1. Design
- 2. GC's/GR's (supervision overhead & job set up)
- 3. Structual engineer
- 4. Framing
- 5. Low voltage
- 6. Switches
- 7. Garbage bins
- 8. Protective bollards
- 9. Signage
- 10. Striping
- 11. Vaults
- 12. Patch back concrete or asphalt
- 13. Work above the ground floor of garages
- 14. Bid bond
- 15. Allowances/contingencies
- 16. Compaction testing & fees
- 17. Utility company charges or drawings
- 18. Equipment or light fixture support wires
- 19. Floor/ceiling/wall protection of any kind
- 20. Protection and functionality of any existing light fixtures/wiring devices during demolition and construction
- 21. Mechanical control system conduit, wire, devices & control panels
- 22. Energy management control system conduit, wire, devices & control panels
- 23. Motor starters
- 24. X-ray of existing walls/floors/ceilings
- 25. X-ray of existing site landscape & hardscape areas
- 26. Core drilling
- 27. Fire watch
- 28. Concrete slurry encasement
- 29. Sand encasement
- 30. All plywood backboards
- 31. Removal of excess spoils after excavation
- 32. Clearing & removing existing site trees and vegetation
- 33. Temporary chain-link fence installation & removal

Note: Any and all work not specifically included in the listing above is hereby excluded from our scope.



### **Bid Scope**

Contractors Lic. #464539
DIR #1000006228
Main Office:
75 Park Creek Drive, Suite #104
Clovis, CA 93611
Branch Office:
301 5<sup>th</sup> Street
Huntington Beach, CA 92648

Disclaimer: Lead times for specialty items (i.e. electrical switchgear, light fixtures, etc.) are estimated to current market conditions from our distributors and are subject to change without prior notice. There are NO price escalation costs included in this quote. Valley Unique Electric has no way of determining what pricing will be in the future due to current market conditions.

Ensight PARCS	\$ 671,184.00
VUE PARCS	\$ 910,248.00
Grand Total	\$ 1,581,432.00
Mobile LPR (3 vehicles) Add	\$ 151,719.00

The scope of work includes *only* the work set forth in Valley Unique Electric proposal or description of work, which proposal or description shall be incorporated and made a part of the Subcontract. The elements of this proposal are intended to complement one another. All elements in this proposal shall be included as part of our contract or the terms, conditions and price elements of this proposal, are subject to change. We propose to furnish all labor, materials, equipment and supervision necessary for the scope of work described above. Our pricing is further defined by the following inclusions, exclusions and clarifications:

#### We have included the following items in our proposal:

- Clean up of our own identifiable debris to your trash receptacle(s)
- · Floor and wall penetrations with fire protection seals for electrical conduit systems
- Strict adherence to plant safety and procedures

#### Our pricing is based upon the following assumptions:

- Due to the volatility of the Electrical commodities market our price is valid for thirty (30) days
- We reserve the right to adjust our pricing prior to entering into a written agreement for this work
- Continuous phasing of work and detailed input into the construction schedule
- Our firms will reach a mutually agreeable contract and schedule, to be determined
- Others shall not hold us liable for errors or omissions in designs, nor inadequacies of materials and equipment specified or supplied by others
- All equipment furnished and installed by others will be delivered and installed in a timely manner so as to allow E&T time to complete our portion of work

#### We have not included the following items in our proposal:

- Safety precautions to work with hazardous materials
- Engineering/design fees
- Design drawings
- Bond Premium unless specifically identified
- Any work not specifically listed or shown in the referenced specification sections and/or plan sheets
- Any repair and/or replacement of equipment attributed to inadequate maintenance by others



## **Bid Scope**

Contractors Lic. #464539
DIR #1000006228
Main Office:
75 Park Creek Drive, Suite #104
Clovis, CA 93611
Branch Office:
301 5<sup>th</sup> Street
Huntington Beach, CA 92648

- · Formed concrete of any kind
- Cutting/removal/patch back of streets, floors, walls, ceilings or roofs
- Cut, patch, and replacement of concrete, asphalt, landscaping, or irrigation.
- Testing/repair of any existing Electrical systems, unless specifically identified

Swinerton Scope Gap Tracker	
Convention Center	
Striping	\$ 10,000.00
Security Fencing (4 locations)	\$ 15,000.00
Coring	\$ 10,000.00
Structural Engineer	\$ 7,500.00
HVAC Mini Split (Expedited Design + Install) - removed per City of Fresno	
TOTAL	\$ 42,500.00
Underground	
Striping	\$ 8,500.00
Security Fencing (6 locations)	\$ 21,000.00
Coring	\$ 10,000.00
Structural Engineer	\$ 7,500.00
HVAC Mini Split (Expedited Design + Install)	\$ 35,000.00
TOTAL	\$ 82,000.00
	_
Spiral	40,000,00
Striping	\$ 10,000.00
Security Fencing (1 location)	\$ 8,000.00 \$ 10,000.00
Coring Structural Engineer	\$ 10,000.00 \$ 7,500.00
HVAC Mini Split (Expedited Design + Install)	\$ 7,500.00
TOTAL	\$ 70,500.00
IOIAL	
Congo	Removed per owner direction
Striping	\$ 7,000.00
Security Fencing (1 location)	\$ 8,000.00
Coring	\$ 10,000.00
Structural Engineer	\$ 7,500.00
HVAC Mini Split (Expedited Design + Install)	\$ 7,500.00 \$ 35,000.00
	\$ 7,500.00
HVAC Mini Split (Expedited Design + Install)	\$ 7,500.00 \$ 35,000.00
HVAC Mini Split (Expedited Design + Install)  TOTAL	\$ 7,500.00 \$ 35,000.00 \$ 67,500.00
HVAC Mini Split (Expedited Design + Install)  TOTAL  Merced  Striping	\$ 7,500.00 \$ 35,000.00 \$ 67,500.00 Removed per owner direction
HVAC Mini Split (Expedited Design + Install)  **TOTAL**  Merced	\$ 7,500.00 \$ 35,000.00 \$ 07,500.80 Removed per owner direction \$ 18,000.00
HVAC Mini Split (Expedited Design + Install)  TOTAL  Merced  Striping  Security Fencing - N/A	\$ 7,500.00 \$ 35,000.00 \$ 77,500.00 Removed per owner direction \$ 18,000.00 \$ -
HVAC Mini Split (Expedited Design + Install)  **TOTAL**  Merced  Striping  Security Fencing - N/A  Coring	\$ 7,500.00 \$ 35,000.00 \$ 67,500.00 Removed per owner direction \$ 18,000.00 \$ 10,000.00
HVAC Mini Split (Expedited Design + Install)  YOTAL  Merced  Striping  Security Fencing - N/A  Coring  Structural Engineer	\$ 7,500.00 \$ 35,000.00 \$ 07,500.80 Removed per owner direction \$ 18,000.00 \$ - \$ 10,000.00 \$ 7,500.00
HVAC Mini Split (Expedited Design + Install)  **TOTAL**  Merced  Striping  Security Fencing - N/A  Coring  Structural Engineer  HVAC Mini Split (Expedited Design + Install) - N/A  **TOTAL**	\$ 7,500.00 \$ 35,000.00 \$ 67,500.00 \$ 18,000.00 \$ 10,000.00 \$ 7,500.00 \$ 7,500.00
HVAC Wini Split (Expedited Design + Install)  TOTAL  Merced  Striping Security Fencing - N/A Coring Structural Engineer HVAC Mini Split (Expedited Design + Install) - N/A  TOTAL  City Requested Items	\$ 7,500.00 \$ 35,000.00 \$ 67,500.00 \$ 18,000.00 \$ - \$ 10,000.00 \$ 7,500.00 \$ 7,500.00 \$ 7,500.00
HVAC Mini Split (Expedited Design + Install)  **TOTAL  Merced  Striping  Security Fencing - N/A  Coring  Structural Engineer  HVAC Mini Split (Expedited Design + Install) - N/A  **TOTAL  City Requested Items  Flow Bird Station Install	\$ 7,500.00 \$ 35,000.00 \$ 77,500.80 Removed per owner direction \$ 18,000.00 \$ - \$ 10,000.00 \$ 7,500.00 \$ - \$ 35,500.00 \$ 35,500.00
HVAC Mini Split (Expedited Design + Install)  TOTAL  Merced  Striping  Security Fencing - N/A  Coring  Structural Engineer  HVAC Mini Split (Expedited Design + Install) - N/A  TOTAL  City Requested Items  Flow Bird Station Install  Glose-Switches (4 per garage)	\$ 7,500.00 \$ 35,000.00 \$ 75,500.80 Removed per owner direction \$ 18,000.00 \$ 10,000.00 \$ 7,500.00 \$ 7,500.00 \$ 7,500.00 \$ 0,600.00 \$ 0,600.0
HVAC Minl Split (Expedited Design + Install)  TOTAL  Merced  Striping Security Fencing - N/A Coring Structural Engineer HVAC Minl Split (Expedited Design + Install) - N/A  TOTAL  City Requested Items Flow Bird Station Install Gisse Switchses(+ per garage)	\$ 7,500.00 \$ 35,000.00 \$ 77,500.80 Removed per owner direction \$ 18,000.00 \$ - \$ 10,000.00 \$ 7,500.00 \$ - \$ 35,500.00 \$ 35,500.00
HVAC Mini Split (Expedited Design + Install)  **TOTAL  Merced  Striping  Security Fencing - N/A  Coring  Structural Engineer  HVAC Mini Split (Expedited Design + Install) - N/A  **TOTAL  City Requested Items  Flow Bird Station Install	\$ 7,500.00 \$ 35,000.00 \$ 75,500.80 Removed per owner direction \$ 18,000.00 \$ 10,000.00 \$ 7,500.00 \$ 7,500.00 \$ 7,500.00 \$ 0,600.00 \$ 0,600.0
HVAC Mini Split (Expedited Design + Install)  **TOTAL**  Merced  Striping  Security Fencing - N/A  Coring  Structural Engineer  HVAC Mini Split (Expedited Design + Install) - N/A  **TOTAL**  City Requested Items  Flow Bird Station Install  Glose Gwitches {\pergorage}  TOTAL**	\$ 7,500.00 \$ 35,000.00 \$ 07,500.80 Removed per owner direction \$ 18,000.00 \$ - \$ 10,000.00 \$ 7,500.00 \$ - \$ 06,500.00 Constant of the provious of th

# Docusign Envelope ID: 611B1E27-B1F6-471F-9147-72A11A20264D VValKER CONSUITING

**From:** Filice, Peter < PFilice@walkerconsultants.com>

Sent: Thursday, August 21, 2025 2:19 PM

**To:** Alicia Kotke; Eduardo Lopez

Cc: Chang, Justin; Nelson, Erik; 33-002529.00@walkerconsultants.tonicdm.com; Marlene

Moncada; Jim Cardin

Subject: RE: Walker's Proposal for Construction Documents and Construction Admin Support in

the "Build" Phase

External (pfilice@walkerconsultants.com)

Report This Email

Alicia, here is the summarization as discussed. You will notice that everything matches the totals in the prior fee table – it's just separated into "common work" and "per garage work".

#### **Summary of Fees by Common Work and Per Garage**

		Blended Hourly	
Task 1 - Construction Documents	Hours	Rate	Fee
Common Work, required regardless of number of garages included in scope	160	\$239.40	\$38,304
Per Garage Work, for Convention Center Garage	58	\$239.40	\$13,885
Per Garage Work, for Spiral Garage	58	\$239.40	\$13,885
Per Garage Work, for Congo Garage	33	\$239.40	\$7,900
Per Garage Work, for Merced Garage	33	\$239.40	\$7,900
Per Garage Work, for Underground Garage	58	\$239.40	\$13,885
TOTALS	400		\$95,760

		<b>Blended Hourly</b>	
Task 2 - Construction Administration Support	Hours	Rate	Fee
Common Work, required regardless of number of garages included in scope	296	\$253.88	\$75,148
Per Garage Work, for Convention Center Garage	44	\$253.88	\$11,1 <i>7</i> 1
Per Garage Work, for Spiral Garage	12	\$253.88	\$3,047
Per Garage Work, for Congo Garage	12	\$253.88	\$3,047
Per Garage Work, for Merced Garage	12	\$253.88	\$3,047
Per Garage Work, for Underground Garage	16	\$253.88	\$4,062
TOTALS	392		\$99,520

From: Mike Palombo <mike.palombo@faithgroupllc.com>

Sent: Wednesday, August 20, 2025 10:27 AM

To: Alicia Kotke

Cc: Bobby Nguyen; Aaron Eckhardt; Zachary Varwig; Eduardo Lopez

**Subject:** RE: FPAS - Faith Group - Construction Admin Proposal - Phase II Construction

External (mike.palombo@faithgroupllc.com)

Report This Email

Hi Alicia

Here is our breakdown below:

Please note that economies of scale apply when garages are completed individually rather than collectively. If done separately, certain activities will need to be repeated, as shown in the right hand column.

Breakout per Garage	Fee p	oer Garage	Fee Per Garage (i	f executed individually)
Congo Alley	\$	22,307	\$	26,768
Convention Center	\$	41,092	\$	49,310
Spiral Garage	\$	31,700	\$	38,039
Underground Garage	\$	50,484	\$	60,581
Merced Garage	\$	22,307	\$	26,768
TOTAL	\$	167,890	\$	201,468

Please reach out if you have any questions

Thanks,

#### Mike Palombo, PMP®

**Project Manager** 

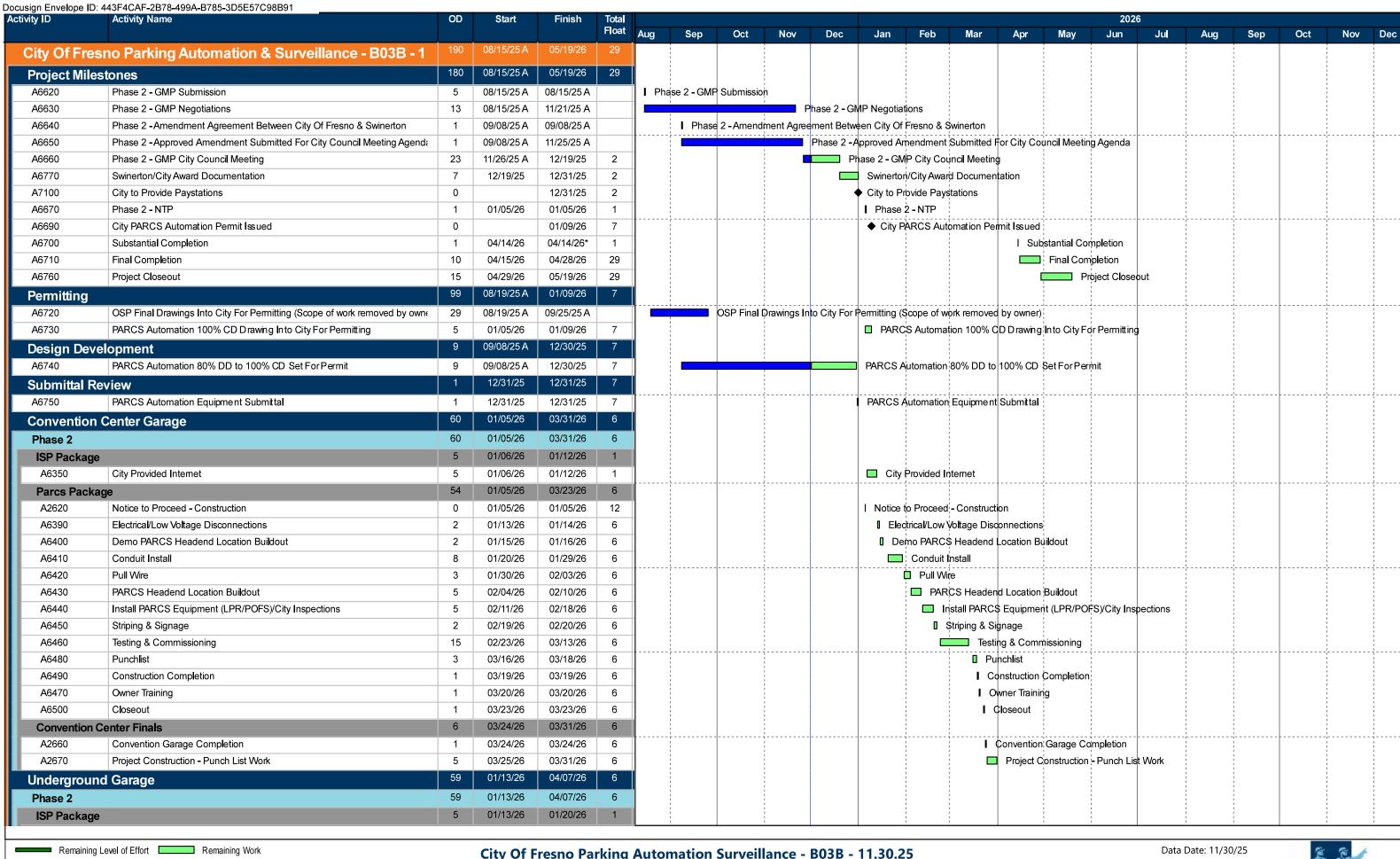


Faith Group

Faith Group, LLC Tampa, FL C. 847-848-7560 www.faithgroupllc.com

Confidentiality Warning: This e-mail contains information intended only for the use of the individual or entity named above. If the reader of this e-mail is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, any dissemination, publication or copying of this e-mail is strictly prohibited. The sender does not accept any responsibility for any loss, disruption or damage to your data or computer system that may occur while using data contained in, or transmitted with, this e-mail. If you have received this e-mail in error, please immediately notify us by return e-mail.

From: Alicia Kotke < <u>AKotke@swinerton.com</u>> Sent: Wednesday, August 20, 2025 10:14 AM



Critical Remaining Work Actual Work ◆ Milestone

City Of Fresno Parking Automation Surveillance - B03B - 11.30.25

Run Date: 11/25/25 Job No.: 24041020 Page 1 of 2 SWINERTON

Activity ID	D: 443F4CAF-2B78-499A-B785-3D5E57C98B91	OD	Start	Finish	Total			2026														
,						Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	De
A5200	City to Provide Internet	5	01/13/26	01/20/26	1				1			City to Provic	de Internet									
Parcs Pac	kage	50	01/15/26	03/27/26	7	ĺ	1		1										1		!	
A5440	Electrical/Low Voltage Disconnections	2	01/15/26	01/16/26	7		! ! !		1		0 Ek	lectrical/Low	Vo <b>l</b> tage Dis	connection	\$			1			1	
A5450	Demo PARCS Headend Location Buildout	2	01/20/26	01/21/26	7	-	! !		1 1 1		0 0	Demo PARC	S Headen	d Location	Bui <b>l</b> dout						 	
A5460	Conduit Install	8	01/22/26	02/02/26	7		1 1 1		1 1 1			Conduit	Install					1	1		1 1 1	
A5470	Pull Wire	5	02/03/26	02/09/26	7		r		   			Pull V	Vire					,	!			
A5480	PARCS Headend Location Buildout	5	02/10/26	02/17/26	7		1		1			□ PA	ARCS Head	end Locati	on Buildout						1	
A5490	Install PARCS Equipment (LPR/POFS)/City Inspections	5	02/18/26	02/24/26	7		i !		1				Install PAR	CS Equipn	ent (LPR/P	OFS)/City Ins	spections					
A5500	Striping & Signage	2	02/25/26	02/26/26	7		! ! !		1			0	Striping &	Signage				! !			1	
A5510	Testing & Commissioning	15	02/27/26	03/19/26	7		! !		1 1 1			į į	Te	esting & Co	missioning						1	
A5530	Punchlist	3	03/20/26	03/24/26	7									Punchlist								
A5540	Construction Completion	1	03/25/26	03/25/26	7								1	Construction	n Comp <b>l</b> etic	on						
A5520	Owner Training	1	03/26/26	03/26/26	7								1	Owner Trai	ning							
A5550	Closeout	1	03/27/26	03/27/26	7		! ! !		1			1 1	1	Closeout				1			1	
Undergrou	ind Finals	7	03/30/26	04/07/26	6	ĺ	1 1 1		 									! ! !			 	
A3620	Underground Garage Completion	1	03/30/26	03/30/26	7				     					Undergro	und Garage	Completion	 I					
A3630	Project Construction - Punch List Work	5	04/01/26	04/07/26	6		1 1 1		1 1 1					Project	t Construction	on - Punch L	ist Work	1 1 1	1		1 1 1	
Spiral Gar	age	58	01/21/26	04/13/26	1		! ! !		1 1 1									! !	1		1 1 1	
Phase 2		58	01/21/26	04/13/26	1	•	! ! !		1									! !	!		1	1
ISP Packa	ge	5	01/21/26	01/27/26	1				1													
A6960	City To Provide Internet	5	01/21/26	01/27/26	1	<b></b>	<u></u>					City To Pro	ovide Intern	net				i				
Parcs Pac	kage	48	01/28/26	04/06/26	1	ĺ	! !															
A6980	Electrical/Low Voltage Disconnections	2	01/28/26	01/29/26	1		! ! !		1		(	☐ Electrical/	Low Voltage	e Disconne	ctions			1	1		1	
A6990	Demo PARCS Headend Location Buildout	2	01/30/26	02/02/26	1	-	! ! !		1			Demo P	ARCS Hea	adend Loca	tion Buildou	t		! ! !			1	
A7000	Conduit Install	7	02/03/26	02/11/26	1	-	1 1 1		1			Conc	duit Install									
A7010	Pull Wire	4	02/12/26	02/18/26	1	1	L	-	- <u>J</u>			□ Pi	ull Wire		.			     				
A7020	PARCS Headend Location Buildout	4	02/19/26	02/24/26	1	-	! ! !		 				PARCS He	adend Loc	ation Buildo	ut		:	1		 	1
A7030	Install PARCS Equipment (LPR/POFS)/City Inspections	5	02/25/26	03/03/26	1	-	i ! !		1				Install P	ARCS Equi	pment (LPR	/POFS)/City	Inspection	İs				
A7040	Striping & Signage	2	03/04/26	03/05/26	1	-			1				Striping	& Signage								
A7050	Testing & Commissioning	15	03/06/26	03/26/26	1		1 1 1		1					Testing & 0	ommissioni	ng		1	1		1	
A7040 A7050 A7070 A7080 A7060 A7090	Punchlist	4	03/27/26	04/01/26	1	1	L		- 4		-		_	Punchlis	ţ			     			1	
A7080	Construction Completion	1	04/02/26	04/02/26	1		1 1 1		1 1 1					I Constru	ction Compl	etion					1 1 1	
A7060	Owner Training	1	04/03/26	04/03/26	1		1 1 1		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					I Owner	raining			: : :	1		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
A7090	Closeout	1	04/06/26	04/06/26	1		! !							I Closed	yut							
Spiral Fina	ls	5	04/07/26	04/13/26	1		: !		: !													
A6940	Underground Garage Completion	1	04/07/26	04/07/26	1									I Under	ground Gara	age Complet	tion	; !				
A6950	Project Construction - Punch List Work	4	04/08/26	04/13/26	1		! ! !		1 1 1					■ Proj	ect Constru	ction - Punch	n List Work		1		1	

Remaining Level of Effort Remaining Work Critical Remaining Work Actual Work Milestone

Data Date: 11/30/25 Run Date: 11/25/25 Job No.: 24041020 Page 2 of 2



#### **EXHIBIT E**

### FEDERAL REQUIREMENTS AND LABOR RATES

PARKING AUTOMATION AND VIDEO SURVIELLANCE
AT DOWNTOWN FRESNO PARKING FACILITIES

# DIVISION III FEDERAL REQUIREMENTS

#### **FEDERAL REQUIREMENTS**

GENERAL. The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The Contractor shall comply with each of the following as made applicable to the Contractor thereunder (as a contractor or subrecipient to City as the recipient of the funds) and as related to the respective federal aid program funding for this Contract:

- Applicable State statutes, regulations, and procedures
- Applicable federal laws, regulations, and policy and procedural or instructional memorandum
- Office of Management and Budget (OMB) Number 1505-0271, U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

The Master Agreement dated April 21, 2016, between the State and City ("Master Agreement") and the respective State and City Program Supplement for this Project govern the funding for this Project and are made available to the Contractor and its subcontractors at the office of the City's construction management office for the Project. To the extent not inconsistent with these Specifications, the provisions of Article IV of the Master Agreement, *Fiscal Provisions*, and Article V of the Master Agreement, *Audits, Third-party Contracting Records Retention and Reports*, are incorporated herein by reference and any subcontract entered into by Contractor as a result of this Contract shall contain all of the provisions thereof. Travel and per diem reimbursements and third-party contract reimbursements to Contractor and any subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the respective Contractor and subcontractors.

To the extent not inconsistent with these Specifications, Exhibit A of the Master Agreement, Fair Employment Practices, and Exhibit B of the Master Agreement (including Appendix A to Exhibit B), Nondiscrimination Assurances, are incorporated herein by reference and, for purposes of this Contract, ADMINISTERING AGENCY as used in such Exhibits (and in Articles IV and V of the Master Agreement) shall mean the Contractor under this Contract and Contractor shall enforce the provisions of such Exhibits A and B as an essential part of this Contract.

Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and shall comply with federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. The contractor and each of its subcontractors shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments.

The contractor and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of Contractor and its subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by the City.

Contractor and each of its subcontractors shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including, but not limited to, the costs of administering the Contract. Contractor and each of its subcontractors shall make the Master Agreement and Program Supplement materials available at their respective offices at all reasonable times during the entire Project period and for 5 years from the date of final payment to Contractor. State, the California A240499 2024-03 CPDARPAPLADIVIII 3.1

State Auditor, or any duly authorized representative of State or the United States, shall each have access to any books, records, and documents that are pertinent to the Project for audits, examinations, excerpts, and transactions and Contractor and its subcontractors shall furnish copies thereof if requested.

In the event the City is given notice by the State of any default or termination of funding, the Contractor and its subcontractors shall cooperate and meet with City upon City's request to attempt to resolve any dispute with the State. In the event the City terminates this Contract due to the default of Contractor and Contractor's failure to cure said default in accordance with the provisions under this Contract, City may proceed with the work in a manner deemed proper by City and the cost of Project completion to City shall first be deducted from any sum due Contractor.

In addition to the Nonlobbying Certification for Federal-Aid Contracts contained in these Specifications: By execution of this Contract, Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal or State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, including this Contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, including this Contract, the undersigned shall complete and submit Standard Form-LLL, *Disclosure of Lobbying Activities*, (included as page 3.27 of this Division III of these Specifications) in accordance with its instructions.

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 Contractor or subcontractor 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. The Contractor also agrees by signing this Contract that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

#### **SECTION 1 - TERMS, DEFINITIONS**

#### 1-1 TERMS

Unless otherwise stated, the words directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory, or words of like import, refer to actions, expressions, and prerogatives of the Engineer.

#### 1-2 DEFINITIONS

Unless the particular provision or context otherwise requires, the definitions and provisions contained in this section shall govern the construction, meaning and application of words and phrases used in these conditions. The definition of each word or phrase shall constitute, to the extent applicable, the definition of each word or phrase which is derivative from it, or from which it is a derivative, as the case may be.

A.S.A. - American Standards (now U.S.A.S.I., U.S.A. Standards Institute) Association and its standard specifications.

A.S.T.M. - American Society for Testing and Materials specifications.

A.W.W.A. - American Water Works Association and its standard specifications.

Bidding Requirements - The Notice Inviting Bids, Instructions to Bidders, form of Bid Proposal and Bidder's Bond.

City - The City of Fresno, California.

Contract Price - The total amount of money for which the Contract is awarded.

Contract Unit Price - The Contractor's original bid for a single unit of an item of work in the Proposal.

Contractor - The individual, partnership, corporation, joint venture, or other legal entity entering into a Contract with the City to perform the work. In the case of the work being done under a permit issued by the City, the Permittee shall be construed to be the Contractor.

Council - The Council of the City of Fresno.

Days - Shall mean consecutive calendar days unless otherwise specified.

Engineer - The City Engineer or other person designated by the Council, acting either directly or through authorized agents.

House Sewer - A sewer, wholly within private property, proposed to connect any building to a house connection sewer.

Major Bid item - A single Contract item constituting 10 percent or more of the Contract Price.

N.B.S. - National Bureau of Standards and its standard specifications.

Notice - Any notice allowed or required to be given by the City may be given by the Engineer.

Person - Any individual, association, partnership, corporation, trust, joint venture, or other legal entity.

Plans - The drawings, profiles, cross sections, working drawings, and supplemental drawings, or reproductions thereof approved by the Engineer, which show the location, character, dimensions, or details of the work.

Proposal - The offer of a Bidder when submitted on the proposal form, properly signed, and guaranteed.

Reference Specifications - Those bulletins, standards, rules, methods of analysis or test, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents. These refer to the latest edition, including amendments in effect and published at the time of advertising the project or issuing the permit, unless specifically referred to by edition, volume, or date.

Roadway - The portion of a street reserved for vehicular use.

Service Connection - Service connections are all or any portion of the conduit, cable, or duct, including meter, between a utility distribution line and an individual consumer.

Sewer - Any conduit intended for the reception and transfer of sewage and fluid industrial waste.

Sewer House Branch - A sewer, within a public street or right of way, proposed to connect any parcel, lot or part of a lot with a main line sewer.

Special Conditions - Any conditions which supplement or modify the General Provisions and/or Standard Specifications.

Standard Drawings - Details of standard structures, devices or instructions referred to on the plans or in specifications by title or number.

State - The State of California.

Storm Drain - Any conduit and appurtenances intended for the reception and transfer of storm water. Street - Any public road, highway, parkway, freeway, alley, walk, or right of way.

Subcontractor - The person entering into a contract with the Contractor to perform a portion of the Work.

Supervision - Supervision, used to indicate supervision by the Engineer, shall mean the performance of obligations and the exercise of rights specifically imposed upon and granted to the City in becoming a party to the Contract. Except as specifically stated in the Contract, Supervision by the City shall not mean active and direct superintendence of details of the work.

Surety - Any individual, firm, or corporation, bound with and for the Contractor for the acceptable performance, execution, and completion of the Work, and for the satisfaction of all obligations incurred.

U.S.A.S. - U.S.A. Standard Institute and its specifications.

Utility - Tracks, overhead or underground wires, pipelines, conduits, ducts, or structures, sewer, or storm drains owned, operated, or maintained in or across a public right of way or private easement.

Work - That which is proposed to be constructed or done under the Contract or permit, including the furnishing of all labor and materials.

#### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (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, which prohibit discrimination of the basis
  of disability in the operation of public entities, public and private transportation systems,
  places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189)
  as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 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, which ensures discrimination 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. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

# PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain:
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturer identified in the above list.

#### SYSTEM FOR AWARD MANAGEMENT

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300, 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/) 2 CFR 180.300, 180.330, and 180.335.

# INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- Identify the status of the covered Federal action.
- 3. Identify the appropriate classification for this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in Item 4 checks "Sub awardee" then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below the agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
- 11. Enter the amount of compensation paid or reasonably expected to be paid by the

reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

- 12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
- 14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of congress that were contacted.
- 15. Check whether or not a continuation sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name, title, telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Approved by OMB 0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal		3. Report Type:					
a. contract	Action:		a. initial filing					
b. grant	a.		b. material change					
c. cooperative	bid/offer/applica	ation						
agreement		ial award	For material change only:					
d. loan		st-award	Year quarter					
e. loan guarantee			Date of last report					
f. loan insurance		Date of last report						
	rting Entity:	E If Donorti	ng Entity in No. 4 is Subawardos					
4. Name and Address of Repo		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:						
Prime Subawa		Enter Name and Address of Filme.						
ı ier	, if Known:							
Congressional District, if k	nown:	Congres	ssional District, if known:					
6. Federal Department/Agency			rogram Name/Description:					
	· -		<b>9</b>					
		CFDA Number, if applicable:						
		Of DA Number, if applicable.						
9 Fodoral Action Number if Iv	2014/01	9. Award Amount, if known:						
8. Federal Action Number, if kr	iowri.	l 🛕	nount, ir known:					
		\$						
10. a. Name and Address of Lo	bbying	b. Individuals Performing Services (including						
Registrant		address if different from No. 10a)						
(if individual, last name, first	name, MI):	(last name, first name, MI):						
11. Information requested through the	s form is							
authorized by title 31 U.S.C. section 13	352. This							
disclosure of lobbying activities is a n		Signature:						
representation of fact upon which reli		_						
by the tier above when this transactio		Print Name:						
entered into. This disclosure is requir		•						
U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public		Title:						
inspection. Any person who fails to fil			_					
disclosure shall be subject to a civil p	enalty of not less	Telephone N	o.: Date:					
than \$10,000 and not more than \$100,0	000 for each such	i ciopilolie i	Jaie					
failure.								
		Authorized for Local Depre direttor						
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)						
		Standard Form - EEE (1007. 1-01)						
		ı						

#### PROMPT PAYMENT TO SUBCONTRACTORS

All Contracts and Subcontracts (all tiers), shall contain the following provisions:

- (a) Prompt Progress Payment to Subcontractors A prime contractor or subcontractor shall pay a subcontractor not later than 7 days of receipt of each progress payment in accordance with Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction, and other remedies of that section. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to all subcontractors.
- Prompt Payment of Withheld Funds to Subcontractors. The City shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the prime contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This provision applies to all subcontractors.

#### **ASSURANCES**

The Contractor shall comply with the following assurance and require that each subcontract include the same assurance by each of its subcontractors:

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. 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 or sanction as may be available. Contractor will contain this paragraph in each of its subcontracts and require the same of its subcontractors.

"General Decision Number: CA20250009 10/03/2025

Superseded General Decision Number: CA20240009

State: California

Construction Type: Residential

Counties: Fresno, Kern, Madera, Merced, San Joaquin,

Stanislaus and Tulare Counties in California.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

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 |. The contractor must pay option is exercised) on or after January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
- 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	01/24/2025
3	02/28/2025
4	09/19/2025
5	09/26/2025
6	10/03/2025

ELEC0100-004 07/01/2022

FRESNO, MADERA AND TULARE COUNTIES:

TRESNO, MADERA AND TOLAKE COUNTIES.									
	Rates	Fringes							
Electricians: One and two-stories Three and Four-stories		7.72 22.18							
ELEC0428-002 12/30/2024									
KERN COUNTY									
	Rates	Fringes							
ELECTRICIAN  China Lake Naval Weapons Center, Edwards AFB  Remainder of Kern County  ELEC0595-005 06/01/2024	.\$ 65.40 .\$ 53.65	3%+20.19 3%+20.19							
SAN JOAQUIN COUNTY									
·	Rates	Fringes							
ELECTRICIAN ELEC0684-003 12/01/2024	.\$ 49.45 	3%+30.48 							
MERCED AND STANISLAUS COUNTIES:									
	Rates	Fringes							
ELECTRICIAN	.\$ 48.50								
ENGI0003-007 06/29/2020									
""AREA 1"" WAGE RATES ARE LISTED BELOW									
""AREA 2"" RECEIVES AN ADDITIONA	L \$2.00 PER HOUR	ABOVE AREA 1							

SEE AREA DESCRIPTIONS BELOW

RATES.

	R	ates	Fringes
OPERATOR: (AREA 1:)	Power Equipment		
GROÚP	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\$ GROUP 8\$ GROUP 8-A\$ OPERATOR: Power Equipment (Cranes and Attachments -	42.16	31.15 31.15 31.15
AREA 1:)		
GROUP 1		
Cranes\$	52.30	31.15
Oiler\$	43.79	31.15
Truck crane oiler\$	46.08	31.15
GROUP 2		
Cranes\$		31.15
Oiler\$	42.83	31.15
Truck crane oiler\$	45.07	31.15
GROUP 3		
Cranes\$		31.15
Hydraulic\$		31.15
Oiler\$		31.15
Truck crane oiler\$	44.83	31.15
GROUP 4		
Cranes\$	45.76	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; Pulltype 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; Boomtype 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

-----

#### 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;

-----

#### AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part Area 2: Remainder

#### DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

#### **ELDORADO COUNTY:**

Area 1: North Central part

Area 2: Remainder

#### FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

#### **GLENN COUNTY:**

Area 1: Eastern part Area 2: Remainder

#### **HUMBOLDT COUNTY:**

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

#### LAKE COUNTY:

Area 1: Southern part Area 2: Remainder

#### LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with

Shasta County Area 2: Remainder

#### MADERA COUNTY

Area 1: Remainder Area 2: Eastern part

#### MARIPOSA COUNTY

Area 1: Remainder Area 2: Eastern part

#### MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

#### MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

#### **NEVADA COUNTY:**

Area 1: All but the Northern portion along the border of Sierra

County

Area 2: Remainder

#### PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

#### PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

#### SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

#### SIERRA COUNTY:

Area 1: Western part Area 2: Remainder

#### SISKIYOU COUNTY:

Area 1: Central part Area 2: Remainder

#### SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

#### TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity

Counties

Area 2: Remainder

#### TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with

Shasta County Area 2: Remainder

#### TULARE COUNTY;

Area 1: Remainder Area 2: Eastern part

#### TUOLUMNE COUNTY:

Area 1: Remainder Area 2: Eastern Part

-----

ENGI0003-019 06/30/2025

SEE AREA DESCRIPTIONS BELOW

	Ra	ites	Fringes
	Power Equipment WORK ONLY)		
GROUP	· · · · · · · · · · · · · · · · · · ·		
AREA	1\$ 5	55.85	28.56
AREA	2\$ 5	57.85	28.56
GROUP	2		
	1\$ 5		28.56
AREA	2\$ 5	54.25	28.56
GROUP	3		
	1\$ 4		28.56
AREA	2\$ 4	19.64	28.56

#### **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

-----

ENGI0012-009 07/01/2018

KERN COUNTY

SITE WORK ONLY

Rates Fringes

OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting Equipment)

GROUP 1.....\$ 46.65 25.25

GROUP GROUP GROUP GROUP GROUP GROUP GROUP GROUP GROUP GROUP	12.       .\$ 51.65         13.       .\$ 52.65         2.       .\$ 47.43         3.       .\$ 47.72         4.       .\$ 47.86         5.       .\$ 48.08         6.       .\$ 48.19         7.       .\$ 48.31         8.       .\$ 48.48	25.25 25.25 25.25 25.25 25.25 25.25 25.25 25.25 25.25 25.25
OPERATOR:	Power Fauinment	
OPERATOR: GROUP	18 \$ 49.08 19 \$ 49.19 20 \$ 49.31 21 \$ 49.48 22 \$ 49.58	25.25 25.25

#### PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the followjng Military Bases: China Lake Naval Reserve, Edwards AFB

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd.

without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (side steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

#### GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator (including water wells); Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

#### GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer

operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Selfpropelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

#### GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar

- types drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading two (2) or more units)
- GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)
- GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)
- GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)
- GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)
- GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem Quad 9 and similar type)
- GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units single engine, up to and including 25 yds. struck)
- GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units multiple engine, up to and including 25 yds. struck)
- GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

\_\_\_\_\_

PAIN0016-014 01/01/2025

MERCED, STANISLAUS & SAN JOAQUIN COUNTIES

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.

PAIN0036-017 07/01/2023

KERN COUNTY:

	Rates	Fringes
PAINTER (Including Lead Abatement)		
(1) Repaint	\$ 25.40	15.87
(2) All other work.	\$ 34.08	18.50

PAIN0294-001 01/01/2023

FRESNO, MADERA AND TULARE COUNTIES

FRESNO, MADERA AND TULARE COUNTIE	ES	
	Rates	Fringes
SOFT FLOOR LAYER	.\$ 38.53	23.19
PAIN1237-004 01/01/2024		
SAN JOAQUIN AND STANISLAUS COUNT	IUES:	
	Rates	Fringes
SOFT FLOOR LAYER	.\$ 48.54	26.59
KERN COUNTY		
	Rates	Fringes
SOFT FLOOR LAYER	.\$ 45.15	
SITE WORK ONLY:		
FRESNO, MADERA, MERCED, SAN JOAQU COUNTIES:	JIN, STANISLAUS	AND TULARE
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER PLAS0500-004 07/01/2025	.\$ 39.20	19.71
SITE WORK ONLY:		
KERN COUNTY:		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 47.70	27.07
* PLUM0345-002 09/01/2025		
KERN COUNTY		
	Rates	Fringes
PLUMBER Landscape/Irrigation Fitter Sewer & Storm Drain Work		26.20 23.58
* PLUM0460-001 09/01/2025		
KERN COUNTY		
	Rates	Fringes
PLUMBER (All other work)	.\$ 48.83	22.73
ROOF0027-003 09/01/2024		

FRESNO, KERN, MADERA AND TULARE COUNTIES

	Rates	Fringes	
ROOFER	\$ 45.76	16.86	
ROOF0081-008 08/01/2024			

MERCED, SAN JOAQUIN AND STANISLAUS COUNTIES:

	Rates	Fringes
ROOFER	.\$ 49.65	22.19

\* SUCA2001-001 08/06/2001

	Rates	Fringes
Brick Tender	\$ 11.00 **	.96
BRICKLAYER	\$ 17.00 **	1.12
CARPENTER	\$ 21.24	7.20
Laborer, General	\$ 7.25 **	
LATHER	\$ 15.00 **	
PLASTERER	\$ 17.50 **	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

\_\_\_\_\_\_

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

.....

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal

number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

.....

#### WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
  - a) a survey underlying a wage determination
  - b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via

email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210.

\_\_\_\_\_

END OF GENERAL DECISION"

### **EXHIBIT F**

# LOBBYING GRANT CERTIFICATION PARKING AUTOMATION AND VIDEO SURVIELLANCE

## ATTACHMENT 2 CERTIFICATION REGARDING INFLUENCING OR ATTEMPTING TO INFLUENCE (LOBBYING) FEDERAL CONTRACTING AND FINANCIAL TRANSACTIONS

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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; or 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 (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96), a copy of which may be obtained at https://www.gsa.gov/forms-librarv/disclosure-lobbying-activities.
- (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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995 (P.L. 104-65, codified at 2 U.S.C. § 1601, et seq.)). Pursuant to 31 U.S.C. § 1352(c)(I)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The undersigned certifies and affirms the truthfulness and accuracy of each statement of this certification and disclosure. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

company Name:		
AR	VP, Division Manager	11/25/2025
Authorized Signature	Title	Date

**Swinerton Builders** 

Company Name



#### **Certificate Of Completion**

Envelope Id: 611B1E27-B1F6-471F-9147-72A11A20264D Status: Completed

Subject: City of Fresno Parking Automatin PS00012 2025-11-21 ParkingGaragePDBContractAmendmentNo1Phase2

Source Envelope:

Document Pages: 53 Signatures: 2 **Envelope Originator:** Initials: 0 Certificate Pages: 5 Brenda Geary AutoNav: Enabled 2300 Clayton Road

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada) Concord, CA 94520

> brenda.geary@swinerton.com IP Address: 76.114.21.241

Sent: 11/25/2025 8:41:39 AM

Viewed: 11/25/2025 8:43:15 AM

Signed: 11/25/2025 8:43:25 AM

Sent: 11/25/2025 8:43:27 AM

Viewed: 11/25/2025 8:52:11 AM

Signed: 11/25/2025 8:52:26 AM

8th Floor

**Record Tracking** 

Status: Original Holder: Brenda Geary Location: DocuSign

Brad Peterson

11/25/2025 8:34:06 AM brenda.geary@swinerton.com

**Signer Events Signature Timestamp** 

Jeff Good Jeff Good jgood@swinerton.com 9CB3B1A0941A438 VP, Division Manager

**Swinerton Builders** Signature Adoption: Pre-selected Style Security Level: Email, Account Authentication Using IP Address: 207.183.238.142 (None)

**Electronic Record and Signature Disclosure:** 

Accepted: 6/17/2014 9:39:19 AM ID: 87325459-01bc-436b-9840-a60d7dfac60f

**Brad Peterson** 

bpeterson@swinerton.com CFO

Swinerton BUilders

Signature Adoption: Pre-selected Style Security Level: Email, Account Authentication Using IP Address: 73.189.55.183

(None)

**Electronic Record and Signature Disclosure:** Accepted: 11/25/2025 8:52:11 AM ID: 408b78b8-f95a-4fb3-8ce4-09d097a2f82b

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/25/2025 8:41:39 AM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	11/25/2025 8:52:11 AM
Signing Complete	Security Checked	11/25/2025 8:52:26 AM
Completed	Security Checked	11/25/2025 8:52:26 AM
Payment Events	Status	Timestamps
Electronic Record and Signature	Disclosure	

#### CONSUMER DISCLOSURE

From time to time, Swinerton Builders (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the æI agreeÆ button at the bottom of this document.

#### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.10 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

#### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign ôWithdraw Consentö form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

#### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Swinerton Builders:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bjohnston@swinerton.com

#### To advise Swinerton Builders of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at Project Manager or Project Assistant and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

#### To request paper copies from Swinerton Builders

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bjohnston@swinerton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

#### To withdraw your consent with Swinerton Builders

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bjohnston@swinerton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

#### Required hardware and software

Operating Systems:	Windows2000¬ or WindowsXP¬
Browsers (for SENDERS):	Internet Explorer 6.0¬ or above
Browsers (for SIGNERS):	Internet Explorer 6.0¬, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	ò Allow per session cookies ò Users accessing the internet behind a Proxy Server must enable HTTP
	1.1 settings via proxy connection

<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

#### Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the æI agreeÆ button below.

By checking the &I AgreeÆ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Swinerton Builders as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Swinerton Builders during the course of my relationship with you.