



**CITY OF RIDGECREST
NOTICE TO BIDDERS &
SPECIAL PROVISIONS
FOR
DOWNS ST.
REHABILITATION PROJECT
STPL-5385(043), STPL-5385(044)**

For use in connection with federally funded Local Assistance construction projects administered under the Standard Specifications and Standard Plans of Local Streets and Roads Dated May, 2006 of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

CRITICAL DATES AND REQUIREMENTS*

Advertise:	TBD
Pre-Bid Meeting:	TBD
Job Walk:	TBD
Bids Due/Bid Opening:	TBD
Contractor License Requirement(s):	Class A and City Business
Project Completion Time:	60 Working days
Proposed Council Action to Award:	TBD
Notice to Proceed/ Pre-Construction Meeting:	TBD
Construction Start Date:	TBD
Construction End Date:	TBD
Notice of Completion Council Action:	TBD
UDBE Goal:	4.45%

*Dates subject to change with prior notice

Quad Knopf, Inc. 5080 California Ave. Bakersfield, CA 93309 Phone: (661) 616-2600 QK Job #100238

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Quad Knopf Project Engineer



City of Ridgecrest City Engineer

CITY OF RIDGECREST
100 West California Avenue
Ridgecrest, California 93555

CITY COUNCIL:

Mayor	Ronald H. Carter
Mayor Pro tempore	Marshall G. Holloway
Vice Mayor	Jerry D. Taylor
Councilmember	Steven P. Morgan
Councilmember	Jason Patin

STAFF:

City Manager	Kurt Wilson
Public Works Director	Dennis Speer
City Engineer	Loren Culp

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SECTION 1

CITY OF RIDGECREST
STATE OF CALIFORNIA

NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that the City of Ridgecrest invites and will receive sealed bids at the office of the City Clerk of the City of Ridgecrest, Owner of the work, located at 100 West California Avenue, Ridgecrest, California 93555, until the hour of **2:00 p.m. on TBD**.

DESCRIPTION OF WORK: The work involves the rehabilitation of an existing asphalt concrete roadway, including cold-planning, hot mix asphalt concrete overlay and striping. Also included in the scope of work is the construction of new ADA accessible ramps, installation of truncated domes, raising of manholes, valves and monuments, and minor concrete improvements.

SITE OF WORK: The site locations for the work are as described below:

- Phase 1: Downs Street, Inyokern Road (SR178) to West Ward Avenue
- Phase 2: Downs Street, West Ward Avenue to Drummond Avenue
- Phase 3: Intersection of Downs Street and West Felspar Avenue

COMPLETION OF WORK: All work must be completed within **sixty (60)** working days after the commencement date stated in the Notice to Proceed.

LIQUIDATED DAMAGES: Liquidated damages of **five hundred dollars (\$500.00)** per working day, as specified in the Special Conditions, shall be paid by the contractor to the City of Ridgecrest for each working day in excess of the time limit stated above that the project is not complete.

OPENING OF BIDS: The bids will be publicly opened and announced at **2:00 p.m. on TBD** the above mentioned office of the City Clerk.

OBTAINING CONTRACT DOCUMENTS: The contract documents are entitled "DOWNS ST REHABILITATION PROJECT." All contract documents, plans, and specifications may be obtained at the office of the City Clerk, Ridgecrest City Hall, 100 West California Avenue, Ridgecrest, California 93555. Plans and specifications will be available on **TBD** at a cost of **forty dollars (\$40.00) per** set. There is one set of plans required for the contract Downs St. Rehabilitation Project.

BID SECURITY: Each bid shall be accompanied by a certified or cashier's check or bid bond in the amount of ten percent (10%) of the total bid price payable to the City of Ridgecrest as a guarantee that the bidder, if its bid is accepted, will promptly execute the contract.

BIDS TO REMAIN OPEN: The bidder shall guarantee the total bid price for a period of sixty (60) calendar days from the date of bid opening.

UNDERUTILIZED DISADVANTAGED BUSINESS ENTERPRISE (UDBE): The bidder must comply with the current Disadvantaged Business Enterprise requirements as set forth by the California Department of Transportation. Required information and selection of UDBE subcontractors is outlined in the specifications. **UDBE Contract goal is 4.45% percent.**

CALIFORNIA WAGE REQUIREMENTS: In accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7, as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the work is to be performed. A copy of said wage rates is on file at the office of the City Clerk of the City of Ridgecrest. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than said specific rates to all workers employed by them in the execution of the contract. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project PLANS, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

RETAINAGE FROM PAYMENT: The contractor may elect to receive one hundred percent (100%) of payment due under the contract from time to time, without retention of any portion of the payment by the City of Ridgecrest, by depositing securities of equivalent value with the City in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the contractor, shall be valued by the owner, whose decisions on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 16430 of the Government Code or Certificates of Deposit from Banks or Savings & Loan. In order to substitute securities the contractor shall enter into an agreement with the City of Ridgecrest entitled "Agreement Concerning Investment of Funds" as attached to the contract.

ADDRESS AND MARKING OF BID: The envelope enclosing the bid shall be sealed and addressed to the City Clerk, City of Ridgecrest, and delivered or mailed to Ridgecrest City Hall, 100 West California Avenue, Ridgecrest, California 93555. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and shall bear the words "BID FOR DOWNS ST. REHABILITATION PROJECT", bid opening at **2:00 p.m. on TBD**. The certified or cashier's check, money order, or bidder's bond shall be enclosed in the same envelope with the bid.

CONTRACTOR LICENSE CLASSIFICATION: The project will require the prime contractor to be in possession of a valid, appropriate State of California Contractor's License. No bid will be accepted from a contractor who is not duly licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code. Bids will only be accepted from contractors holding a General Engineering Class A.

TOUR OF SITE: A tour of the site of the proposed work has been set for **10:30 a.m. on TBD**. The tour will start at City Hall, 100 West California Avenue, Ridgecrest, California.

PROJECT ADMINISTRATION: All questions relative to this project prior to the opening of bids shall be directed to the City Public Works Department 760-499-5080.

OWNER'S RIGHTS RESERVED: The City of Ridgecrest reserves the right to reject any and all bids, to waive any informality in a bid and to make awards to the lowest responsive, responsible bidder as it may best serve the interest of the owner.

BY: _____ Dated: _____
Rachel Ford, City Clerk

INFORMATION FOR BIDDERS

1. General

The work hereunder must be done in strict conformity with the plans and specifications adopted and approved by the City of Ridgecrest.

2. Contract Documents

(a) The contract documents shall consist of the following:

- Notice Inviting Sealed Bids
- Information for Bidders
- Bidder's Reference
- Bidder's Reference Financial
- Designation of Subcontractors
- Noncollusion Affidavit
- Bid Form
- Schedule of Bid Items
- Bid Bond
- Worker's Compensation Certificate
- Agreement
- Payment Bond
- Performance Bond
- Guarantee
- Certificate(s) of Insurance
- General Conditions
- Special Conditions
- Construction Special Provisions
- Project Plans
- Standard Plans
- Addenda Issued Prior to Bid Opening

(b) All terms and conditions contained in the contract documents shall become a part of the contract. The City Council of the City of Ridgecrest reserves the right to reject any and all bids and to waive any and all irregularities in any bids. No bidder may withdraw his bid until the City has made a final award to the successful bidder or has rejected all bids.

3. License

No bid will be valid from a contractor who is not licensed in accordance with the law under the provisions of Division III, Chapter 9, of the Business and Professions Code of the State of California and pursuant to Section 7028.15 the contractor must state, under penalty of perjury, the contractor's license number, and the license's expiration date. Any bid not containing this information shall be considered nonresponsive and shall be rejected. The contractor and any

subcontractors shall obtain a current City of Ridgecrest Business License prior to the start of work.

4. Bids

Bids shall be made upon the "Bid Form" furnished by the City. All bids shall be properly executed with all items filled in; numbers shall be stated both in writing and in figures; the signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction, the initials of the person signing the bid. In the event words and figures do not agree, the words shall govern and the figures shall be disregarded. If the unit price and the total amount named by a bidder for any item are not in agreement, the unit price alone shall be considered as representing the bidder's intention and the totals shall be corrected to conform thereto.

Persons bidding shall submit bids on all of the schedules set forth in the bid form. Bids shall not contain any recapitulation of the work to be done. Alternative bids will not be considered except as called for. No oral, telegraphic, or telephonic bids or modifications will be considered.

Bids shall be accompanied by a cashier's or certified check or bid bond in an amount not less than ten percent (10%) of the bid, made payable to or for the benefit of (as the case may be) the City of Ridgecrest. Said check or bond shall be given as a guarantee that the bidder will enter into a contract if awarded the work, and in case of refusal or failure to furnish to the City the required contract bonds and proof of insurance coverage within fifteen (15) calendar days after written "Notice of Award" by the City or in the case of refusal or failure by the bidder to execute the contract after he has received notice from the City that the contract is ready for signature, the check and the money represented by said check or the bid bond shall be forfeited to the City.

Before submitting a bid, bidders shall carefully examine all contract documents, shall visit the site of the work, shall fully inform themselves as to all the existing conditions and limitations, and shall include in the bid a sum to cover the cost of all items included in the contract. No allowance will be made because of a lack of such examination or knowledge. Bids shall be sealed in an envelope marked " BID FOR DOWNS ST. REHABILITATION PROJECT", addressed to the City Clerk, City of Ridgecrest, be delivered thereto on or before **2:00 p.m. on TBD**, and shall bear the name of the bidder. It is the SOLE responsibility of the bidder to see that his bid is delivered and received in proper time. Any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

The City shall have a period of sixty (60) days, after the opening of bids, within which to accept or reject the bids. If the successful bidder executes and delivers the necessary contract documents to the City, then the City will return to each bidder all checks and bonds received by the City within ten (10) days after the execution of the contract and presentation of required certificates and bonds. If no bid is accepted within said period, then the City will return to each bidder all checks and bonds received by the City within ten (10) days after being requested to do so by the bidder.

5. *Agreement and Bonds*

The form of the contract, which the successful bidder as contractor will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The agreement, bonds, and other documents to be executed by the contractor shall be executed in original triplicates, stamped according to law, one of which original triplicate shall be filed with the City, and the others with the City's Attorney and the City's Engineer. The successful bidder, simultaneously with the execution of the agreement, will be required to furnish and maintain a payment bond in an amount equal to one hundred percent (100%) of the contract as security for the payment of all persons performing labor and furnishing material for the project, and a separate faithful performance bond in an amount equal to one hundred percent (100%) of the contract price. Said bonds shall be secured from a surety company satisfactory to the City as an approved and financially sound surety company, authorized to transact business in this state.

Said bonds shall meet all of the requirements and contain all of the conditions required by Sections 3247 and 3248 inclusive of the Civil Code, and other applicable provisions of the law and/or regulations of the State of California.

Failure to execute the contract and file acceptable bonds and proof of insurance coverage as provided therein within the time set forth herein shall be just cause for the annulment of the award and forfeiture of the bid guarantee.

6. *Addenda or Bulletins*

Any addenda or bulletins issued before the time in which to submit bids expires, or forming a part of the contract documents furnished to the bidder for preparation of his bid, shall be covered in the bid and shall be made a part of the contract.

7. *Withdrawal of Bid*

Any bidder may withdraw his bid either personally or by a signed written request any time prior to the scheduled time for opening of the bids, but not after.

8. *Award or Rejection of Bids*

The contract will be awarded to the lowest responsible bidder for the combined total of all three projects complying with these instructions and with the Notice Inviting Sealed Bids. The City reserves the right to reject any and all bids or to waive any informality or irregularity in bids received. If in the judgment of the City a bid is unbalanced, or if the bidder is not responsible, it shall be considered sufficient grounds for rejection of the entire bid.

9. *Bidders Interested in More than One (1) Bid*

No person, firm, or corporation shall make, file, or be interested in more than one (1) bid for the same work unless alternative bids are called for. A person, firm, or corporation submitting a

subbid to a bidder or who has quoted prices on material to a bidder is not thereby disqualified from submitting a subbid or quoting prices to other bidders.

10. *Other Requirements*

Before entering into a contract, the bidder to whom the contract has been awarded shall furnish satisfactory evidence that he has secured for the period of the contract full Workmen's Compensation Insurance and Public Liability and Property Damage Insurance as specified in the General Conditions from a responsible insurance company approved by the City and authorized to do business in California, and such insurance shall be maintained in full force and effect at his own expense during the life of the contract and shall name the City, its officers, and employees as additional insureds under the policies.

As part of the bid the bidder shall furnish a recent statement of his financial condition and previous construction experience or such other evidence of his qualifications.

Bidders are advised that the City requires that the Contractor submit separate invoices for each of the three projects/phases.

11. *Engineer's Estimate*

The preliminary estimate of quantities of work to be done and materials to be furnished are approximately as shown in the contract documents and are given as a basis for the comparison of bids. The City does not expressly or by implication agree that the actual amount of work will correspond therewith but reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work that may be deemed necessary or expedient by its Engineer or by the City. The bidder shall not at any time after the submission of his bids have any claim for damages as a result of lowering of anticipated profits or the loss of profits because of any difference between the quantities of work actually done and those stated in the bidding sheets.

The contractor is cautioned against unbalancing his bid by including more than the pro-rata share of his overhead and profit in any item. Each bid item should be priced to carry its share of the cost, overhead, and profit.

12. *Tour of Site*

A tour of the site of the proposed work has been set for **TBD**. The tour will start at City Hall, 100 West California Avenue, Ridgecrest, California.

13. *Prevailing Wage*

The general prevailing rates of per diem wages and general prevailing wages for holiday and overtime work in the locality in which the work is to be performed have been determined. A copy of such determination is on file in the office of the City Clerk in the City of Ridgecrest and is available to any interested person on request.

It shall be mandatory on the contractor to whom the contract is awarded and upon any subcontractors under him to pay not less than the specified rate to all workers employed in the execution of the contract. Contractor will post one copy of the prevailing rates of wages at the job site.

14. *Underutilized Disadvantaged Business Enterprise (UDBE)*

Bidders are advised that, as required by federal law, the City of Ridgecrest is implementing new Disadvantaged Business Enterprise requirements for Underutilized Disadvantaged Business Enterprises (UDBE). Section 2, "Proposal Requirements and Conditions," under subsection titled "Disadvantaged Business Enterprises (DBE)" and Section 5, "General," under subsection titled "Performance of Subcontractors" of the Federal provisions cover the UDBE requirements. **UDBE Contract goal is 4.45% percent.**

15. *Substitutions of Securities for Withheld Contract Funds*

Pursuant to Chapter 13 (commencing with Section 45901, Division 5, Title 1 of the Government Code of the State of California), contractor may, at his sole cost and expense, substitute securities for any monies which would otherwise be withheld by the City to insure performance under the contract. Such securities shall be deposited with the City or with a state or federally chartered bank as escrow agent who shall pay such monies to the contractor upon satisfactory completion of the contract.

The contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for investment under this section shall include those listed in Government Code 16430 or Bank/Savings and Loan Certificates of Deposit. In order to substitute securities, the contractor shall enter into an agreement with the City entitled "Agreement Concerning Investment of Funds" as attached to the contract.

CITY OF RIDGECREST
100 West California Avenue
Ridgecrest, California 93555

**DOWNS ST.
REHABILITATION PROJECT**

BIDDER'S REFERENCE

The following statements as to experience of the bidder are submitted in conjunction with the bid as part thereof and the truthfulness and accuracy of the information is guaranteed by the bidder.

The bidder has been engaged in the contracting business, under the present business name for _____ years. Experience in work of a nature similar to that covered in the bid extends over a period of _____ years.

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him except as follows (name any and all exceptions and reasons therefore):

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firms, or authorities indicated, and to whom reference is made (name five (5) contracts):

<i>Year</i>	<i>Type of Work</i>	<i>Contract Amount</i>	<i>Location and for Whom Performed</i>

SUBMIT WITH BID

CITY OF RIDGECREST
100 West California Avenue
Ridgecrest, California 93555

**DOWNS ST.
REHABILITATION PROJECT**

BIDDER'S REFERENCE FINANCIAL

Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

<i>Name of Bank</i>	<i>Address</i>

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the bidder:

Name of Surety Company _____

Name of Surety Company _____

Signature of Bidder _____

Title _____
S _____

Contractor's License Number - State of California _____

SUBMIT WITH BID

CITY OF RIDGECREST
100 West California Avenue
Ridgecrest, California 93555

**DOWNS ST.
REHABILITATION PROJECT**

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 inclusive, of the Government Code of the State of California and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (.5%) of the contractor's total bid; and (b) the portion of the work which will be done by each subcontractor.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent (.5%) of the contractor's total bid, he agrees to perform that portion himself.

The contractor shall not, without the consent of the City, either (a) substitute any person as subcontractor in place of the subcontractor designated in the original bid; (b) permit any such subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor cited in the bid; or (c) sublet or subcontract any portion of the work in excess of one-half of one percent (.5%) of the contractor's total bid as to which his original bid did not designate a subcontractor.

The City may consent to a substitution of another person as a subcontractor, when the subcontractor named in the bid after having had a reasonable opportunity to do so fails or refuses to execute a written contract when said contract, based upon the general terms, conditions, plans, and specifications for the project involved, or the terms of such subcontractor's written bid, is presented to him by the contractor.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent (.5%) of the contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City Council setting forth the facts constituting the emergency or necessity.

If the contractor violates any of the provisions of said Sections 4100-4108 inclusive, of said Government Code, or any amendments thereof, he violates his contract and the City may cancel the contract. After any such violation, the contractor shall be penalized to the extent of twenty percent

SUBMIT WITH BID

**DOWNS ST.
REHABILITATION PROJECT**

***NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID***

State of California)
) ss.
County of Kern)

The undersigned declares under penalty of perjury as follows:

1. I am employed by _____ of _____ the party making the foregoing bid as _____.

2. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.

3. The bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding.

4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract.

5. All statements contained in the bid are true.

6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

SUBMIT WITH BID

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

CITY OF RIDGECREST

By_____

Title_____

APPROVED AS TO FORM:

LEMIEUX & O'NEILL

By_____

ATTEST:

By_____

SUBMIT WITH BID

BID FORM

BID TO THE CITY OF RIDGECREST FOR

**DOWNS ST.
REHABILITATION PROJECT**

Name of Bidder _____

Business Address _____

Mailing Address _____

Phone Number _____ Place of Residence _____

TO THE CITY COUNCIL OF THE CITY OF RIDGECREST:

Pursuant to and in compliance with your Notice Inviting Sealed Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the construction of Downs St. and Rehabilitation Project, all in strict conformity with the plans and specifications and other contract documents, including Addenda No's. ____, ____, ____, and ____, on file in the office of the Public Works Director of the City of Ridgecrest for the contract unit prices hereinafter set forth. The following documents are attached hereto and made a part of this bid:

- Notice Inviting Sealed Bids
- Information for Bidders
- Bidder's Reference
- Bidder's Reference Financial
- Designation of Subcontractors
- Noncollusion Affidavit
- Bid Form
- Schedule of Bid Items
- Bid Bond
- Worker's Compensation Certificate
- Agreement
- Performance Bond
- Payment Bond
- General Conditions
- Special Conditions
- Construction Specifications
- Plans

SUBMIT WITH BID

The undersigned, as bidder, declares that: the only persons or parties interested in this proposal as principals are those named herein; this proposal is made without collusion with any other person, firm, or corporation; the bidder has examined carefully the location of the proposed work, the attached proposed form of Agreement and the Plans and Specifications therein referred to; the bidder agrees that if this proposal is accepted by the Owner, Bidder will contract with the Owner in substantially the form of the Agreement attached hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents and that the bidder will accept in full payment the following amounts:

For each item, the Extension Price has been calculated by multiplying the Estimated Quantity by the Unit Price. In the case of lump sum items, the Estimated Quantity shall be one (1). The Bid Total is the sum of all Extension Prices. Bidder agrees that in case of any discrepancy between the Unit Price(s) and the respective Extension Price(s) and/or the Bid Total, the Unit Price(s) shall prevail, and the bid submitted shall be the correctly computed sum of all correctly computed Extension Prices, provided, however, if the amount set forth as a Unit Price is non-legible or omitted, then the amount set forth in the Extension Price column for the item shall be used to determine the correct Unit Price in accordance with the following:

- (1) As to lump items, the amount set forth in the Extension Price column shall be the Unit Price.
- (2) As to unit basis items, the amount set forth in the Extension Price column shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

SUBMIT WITH BID

DOWNS ST. REHABILITATION PROJECT
SCHEDULE OF BID ITEMS

BASE BID No. 1 – Phase 1- Downs Street: STPL-5385(043)
 Ward Avenue to Inyokern Road (SR 178)

ITEM	QNTY.	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	PRICE	TOTAL
1.	1	L.S.	*Mobilization, including bonds, permits, licenses, fees required to perform the work, complete and in place @ _____ _____ _____ Dollars Lump Sum Amount.	_____/L.S.	
2.	1	L.S.	Maintenance and Traffic Control, including barricades, signs, lights and other means, complete and in place @ _____ _____ _____ Dollars Lump Sum Amount.	_____/L.S.	
3.	1	L.S.	Clearing, Grubbing and Demolition and other means, complete and in place @ _____ _____ _____ Dollars Lump Sum Amount.	_____/L.S.	
4.	5,644	SY	Pavement Cold Planing complete and in place @ _____ _____ Dollars per Square Yards.	_____/SY	
5.	1,217	S.Y.	Install Pavement Reinforcement Fabric, complete and in place @ _____ _____ _____ Dollars per Square Yards.	_____/S.Y.	
6.	3,010	TONS	2.5" Asphalt Concrete including Fog Seal complete and in place @ _____ _____ Dollars per Ton.	_____/Ton.	

ITEM	QNTY.	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	PRICE	TOTAL
7.	25	Each	Concrete Access Ramps, complete and in place @ _____ _____ _____ Dollars Each.	_____/Each	
8.	11	Each	Adjust Manhole @ _____ _____ _____ Dollars Each.	_____/Each	
9.	29	Each	Adjust Water Valve @ _____ _____ _____ Dollars Each.	_____/Each	
10.	1	Each	Adjust Utility Valve @ _____ _____ _____ Dollars Each.	_____/Each	
11.	2	Each	Adjust Utility Manholes @ _____ _____ _____ Dollars Each.	_____/Each	
12.	4	Each	Adjust Monument Wells @ _____ _____ _____ Dollars Each.	_____/Each	
13.	1	LS	Install Signing, Thermal Plastic Striping and Pavement Markers required on the project, complete and in place @ _____ _____ _____ Dollars Lump Sum Amount	_____/LS	
14.	1	LS	Quality Control Program / Materials Testing complete and in place @ _____ _____ _____ Dollars Lump Sum Amount	_____/LS	

ITEM	QNTY.	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	PRICE	TOTAL
15.	1	LS	Storm Water Pollution Prevention Plan @ ____ _____ _____ Dollars Lump Sum Amount	_____/LS	
16.	1	LS	Construction Staking and As-Built Plans, complete and in place @ _____ _____ _____ Dollars Lump Sum Amount	_____/LS	
TOTAL BASE BID No. 1 – Phase - Downs Street: STPL-5385(043)					
Ward Avenue to Inyokern Road (SR 178)				\$	

ADDITIVE ALTERNATE NO. 1 – Phase 1- Downs Street: STPL-5385(043)
 Ward Avenue to Inyokern Road (SR 178)

ITEM	QNTY.	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	PRICE	TOTAL
17.	2,170	SF	Remove and Replace Concrete Cross Gutters and required to perform the work, complete and in place @ _____ _____ _____ Dollars for Square Foot.	_____/S.F.	
18.	2,430	SF	Remove and Replace Asphalt Concrete and Base Material complete and in place @ _____ _____ _____ Dollars for Square Foot.	_____/S.F.	
19.	1	LS	Install Signing, Thermal Plastic Striping and Pavement Markers required on the project, complete and in place @ _____ _____ _____ Dollars Lump Sum Amount	_____/LS	
TOTAL ADDITIVE ALTERNATE NO. 1 BID AMOUNT					
<i>ADDITIVE ALTERNATE NO. 1 – Phase- Downs Street:</i> STPL-5385(043) Ward Avenue to Inyokern Road (SR 178)				\$	

BASE BID No. 2 - Phase 2 - Downs Street: STPL 5385(044)
Drummond Avenue to Ward Avenue

ITEM	QNTY.	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	PRICE	TOTAL
20.	1	L.S.	*Mobilization, including bonds, permits, licenses, fees required to perform the work, complete and in place @ _____ _____ _____ Dollars Lump Sum Amount.	_____/L.S.	
21.	1	L.S.	Maintenance and Traffic Control, including barricades, signs, lights and other means, complete and in place @ _____ _____ _____ Dollars Lump Sum Amount.	_____/L.S.	
22.	1	L.S.	Endangered Species Protection @ _____ _____ _____ Dollars Lump Sum Amount.	_____/L.S.	
23.	1	L.S.	Clearing, Grubbing and Demolition and other means, complete and in place @ _____ _____ _____ Dollars Lump Sum Amount.	_____/L.S.	
24.	5,100	SY	Pavement Cold Planing complete and in place @ _____ _____ Dollars per Square Yards.	_____/SY	
25.	2,100	S.Y.	Install Pavement Reinforcement Fabric, complete and in place @ _____ _____ _____ Dollars per Square Yards.	_____/S.Y.	
26.	2,905	TONS	2.5" Asphalt Concrete including Fog Seal complete and in place @ _____ _____ Dollars per Ton.	_____/Ton.	

ITEM	QNTY.	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	PRICE	TOTAL
27.	10	Each	Concrete Access Ramps, complete and in place @ _____ _____ Dollars Each.	_____/Each	
28.	4	Each	Install Detectable Warning Surface on existing ramps @ _____ _____ Dollars Each.	_____/Each	
29.	8	Each	Adjust Manhole @ _____ _____ Dollars Each.	_____/Each	
30.	21	Each	Adjust Water Valve @ _____ _____ Dollars Each.	_____/Each	
31.	4	Each	Adjust Monument Wells @ _____ _____ Dollars Each.	_____/Each	
32.	1	LS	Install Signing, Thermal Plastic Striping and Pavement Markers required on the project, complete and in place @ _____ _____ Dollars Lump Sum Amount	_____/LS	
33.	1	LS	Quality Control Program / Materials Testing complete and in place @ _____ _____ Dollars Lump Sum Amount	_____/LS	
34.	1	LS	Storm Water Pollution Prevention Plan @ _____ _____ Dollars Lump Sum Amount	_____/LS	

ITEM	QNTY.	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	PRICE	TOTAL
35.	1	LS	Construction Staking and As-Built Plans, complete and in place @ _____ _____ _____ Dollars Lump Sum Amount	_____/LS	
TOTAL BASE BID No. 2 – Phase 2 - Downs Street: STPL-5385(044) Drummond Avenue to Ward Avenue				\$	

ADDITIVE ALTERNATE NO. 2 - Phase 2 - Downs Street: STPL-5385(044)
Drummond Avenue to Ward Avenue

ITEM	QNTY.	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	PRICE	TOTAL
36.	1,630	SF	Remove and Replace Concrete Cross Gutters and required to perform the work, complete and in place @ _____ _____ _____ Dollars for Square Foot.	_____/S.F.	
37.	2,300	SF	Remove and Replace Asphalt Concrete and Base Material complete and in place @ _____ _____ _____ Dollars for Square Foot.	_____/S.F.	
38.	1	LS	Install Signing, Thermal Plastic Striping and Pavement Markers required on the project, complete and in place @ _____ _____ _____ Dollars Lump Sum Amount	_____/LS	
TOTAL ADDITIVE ALTERNATE NO. 2 BID AMOUNT					
<i>ADDITIVE ALTERNATE NO. 2 - Phase 2 - Downs Street: STPL-5385(044)</i> Drummond Avenue to Ward Avenue				\$	

**ADDITIVE ALTERNATE No. 3 - Phase 3 – Downs Street at Felspar Avenue.
SEE APPENDIX C FOR PLAN OF SE CORNER OF W. FELSPAR AVE. @ DOWNS ST.**

ITEM	QNTY.	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	PRICE	TOTAL
39.	26	LF	Remove and Replace Miscellaneous Concrete Sidewalks complete and in place @ _____ _____ _____ Dollars for Lineal Foot.	_____/L.F.	
40.	48	LF	Remove and Replace Miscellaneous Concrete Curb and Gutters complete and in place @ _____ _____ _____ Dollars for Lineal Foot.	_____/L.F.	
41.	1	Each	ADA Concrete Ramp complete and in place @ _____ _____ _____ Dollars Each.	_____/Each	
TOTAL ADDITIVE ALTERNATE NO. 3 BID AMOUNT					
<i>ADDITIVE ALTERNATE No. 3 - Phase 3 – Downs Street at Felspar Avenue.</i>				\$	

Bids shall include all taxes, permits, bonds, licenses, fees, shipping, installation, and mobilization costs.

BID SUMMARY

BASE BID No.1 = \$ _____

ADDITIVE ALTERNATE No.1 = \$ _____

BASE BID No.2 = \$ _____

ADDITIVE ALTERNATE No.2 = \$ _____

ADDITIVE ALTERNATE No.3 = \$ _____

TOTAL BID = \$ _____

SUBMIT WITH BID

Selection of Bidder

Selection of bidder shall be based on the lowest responsible bid for the Total Bid of all three phases.

The City has the option to reject all bids with or without cause. The City also has the option to remove bid items at its discretion. It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown.

COMPANY NAME

AUTHORIZED SIGNATURE

It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown.

ACCOMPANYING THIS BID IS _____ (insert the words "cash", "bid bond", or "certified check", as the case may be), in an amount equal to at least ten percent (10%) of the total of the bid, payable to the City of Ridgecrest.

The undersigned deposits the above-named security as a bid guarantee and agrees that it shall be forfeited to the City of Ridgecrest as liquidated damages in case this bid is accepted by the City and the undersigned fails to contract as aforesaid; and to give the two (2) bonds in the form set forth in the contract documents of the City in the sums to be determined as aforesaid, with surety and all insurance satisfactory to the City as required in the specifications, within fifteen (15) days including Sundays after the date of mailing of the acceptance, otherwise said security shall be returned to the undersigned per Information for Bidders (4) Bids.

The bidder agrees that he will not withdraw his bid after bids have been opened.

Contingent only upon award of contract by the City of Ridgecrest, the undersigned irrevocably binds himself and agrees to execute a contract for work awarded as provided for herein on the form of agreement made a part hereof, and to furnish surety bonds as required in these specifications in the form entitled "Performance Bond" and "Payment Bond", both attached hereto.

SUBMIT WITH BID

The names of all persons interested in the foregoing bids as principals are as follows: (IMPORTANT NOTICE - IF BIDDER OR OTHER INTERESTED PERSON IS A CORPORATION, STATE LEGAL NAME OF CORPORATION, ALSO NAMES OF THE PRESIDENT, SECRETARY, TREASURER, AND MANAGER THEREOF; IF A CO-PARTNERSHIP, STATE TRUE NAME OF FIRM, ALSO NAMES OF ALL INDIVIDUAL CO-PARTNERS COMPOSING FIRM; IF BIDDER OR OTHER PERSON IS AN INDIVIDUAL, STATE FIRST AND LAST NAMES IN FULL.)

Submit with Bid The undersigned declares under penalty of perjury that he is licensed in accordance with the provisions of Division III, Chapter 9, of the Business and Professions Code of the State of California, License No. _____, expires on _____.

BIDDER

Name

Address

Authorized Signature

Dated:

Note: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if the bidder is an individual, his signature shall be placed above; if a special partnership, the names of the general partners and special partners.

SUBMIT WITH BID

CITY OF RIDGECREST
100 West California Avenue
Ridgecrest, California 93555

**DOWNST ST.
REHABILITATION PROJECT**

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, and as

Surety, are held and firmly bound unto the City of Ridgecrest, hereinafter called "City", in the sum of:

_____ dollars (\$_____),

(not less than ten percent (10%) of the total amount of the bid)

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform all work required under the City's specifications entitled "Downs St. Rehabilitation Project".

NOW THEREFORE, if said Principal is awarded a contract by said City and, within the time and in the manner required under the heading "Information for Bidders" bound with said specifications, enters into a written contract on the form of agreement bound with said specifications, and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event that suit is brought upon this bond by said City and judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the Court.

SUBMIT WITH BID

Date _____

PRINCIPAL

By _____
Title _____

SURETY

By _____
Title _____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

SUBMIT WITH BID

**DOWNS ST.
REHABILITATION PROJECT**

WORKERS' COMPENSATION CERTIFICATE

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

BIDDER

Name

Address

Authorized Signature

Dated

Note: If contractor is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if the contractor is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnerships; and if the corporation is an individual, the signature shall be typed above; if a special partnership, the names of the general partners and special partners shall be shown.

SUBMIT WITH BID

SAMPLE AGREEMENT
DOWNST. REHABILITATION PROJECT

As of _____, 2011, the City of Ridgecrest, herein "City," and _____, herein "Contractor," agree as follows:

Section 1. Scope of Work.

Contractor will furnish labor, equipment and materials and will perform work for the construction of the facilities described in the plans and specifications.

Section 2. Consideration.

Agency shall pay Contractor the sum set forth in Contractor's bid for the performance of the work.

Section 3. Payments.

(a) Monthly progress payments shall be as follows:

(1) On or about the 25th day of the each month, Contractor shall submit to Agency an invoice including an estimate of the cumulative amount and value of the work performed by Contractor prior to that Date and subsequent to prior estimates. The estimate may include the value of acceptable materials and equipment delivered to the work site. The estimate shall be based on certified copies of paid invoices by the Contractor.

(2) The Agency shall review the request as soon as practicable to determine whether the payment request is proper. A payment request found not to be a proper payment shall be returned within seven (7) days after receipt, accompanied by a written description of the reasons why the request is not proper.

(3) Agency shall pay Contractor 90% of the invoice amount reduced by: amounts due to Agency for equipment, services or materials furnished by Agency; amounts of claims or liens by the Agency or others; and amounts required to be deducted by federal, state or local governmental authorities.

(4) If the Agency fails to make progress payments within 35 days after receipt of an undisputed and properly submitted invoice, the Agency shall pay to the Contractor interest at the legal rate set forth in Code of Civil Procedure Section 685.10(a) from seven (7) days after receipt of the invoice by the Agency until paid.

(5) Progress payments do not signify acceptance of the work, or any portion of the work. Payments do not preclude Agency from demanding and recovering damages for failure to fully perform.

(b) On satisfactory completion of the work, Agency shall pay Contractor 90% of the value of the actual work, less prior monthly progress payments.

(c) Within 30 days after recordation of a notice of completion, the undisputed amounts withheld by the Agency shall be released. "Completion" occurs on the acceptance by the governing body of the Agency, or the filing of a notice of cessation of labor.

(d) Notwithstanding the foregoing, Contractor may receive payment in full, other than retention for claims by the Agency or third parties, if the Contractor deposits approved securities or

enters into an agreement with an escrow agent to hold earned retentions. The substitution of securities or the use of an escrow account shall be in the form and manner permitted by law.

Section 4. Contract Documents.

The complete Contract includes the Contract documents set forth herein, to wit: the Notice Inviting Sealed Proposals, Information for Bidders, Proposal or Bid Form, Non-Collusion Declaration, this Agreement, Certificate of Insurance, Workers' Compensation Certificate, Plans and Specifications, Addenda issued prior to Bid Opening, and Contractors' and Subcontractors' Licenses.

Section 5. Compliance with Provisions of Law.

- (a) This Agency is subject to laws relating to public agencies which are part of this Agreement as though fully set forth herein.
- (b) Contractor shall comply with laws relating to the work.

Section 6. Attorney Fees.

The court shall award reasonable costs and expenses, including attorney fees, to the prevailing party in an action or proceeding to enforce this Agreement.

Section 7. Notices.

Notices required or permitted shall be given by personal delivery, by first class mail, postage prepaid, or facsimile transmission to:

Agency: City of Ridgecrest
P.O. Box 5127
Ridgecrest, CA 93388-5127

Contractor: *[Name of Contractor]*
[Attention: [name]]
[Address of Contractor]
[City, State & Zip]
[Telephone Number for Contractor]

Section 8. Conflict with Plans and Specifications.

Conflict between the plans and specifications and this Agreement shall be brought to the attention of the Agency, which shall resolve such conflict.

Section 9. Assignment.

- (a) Contractor shall not assign this Agreement or payments under this Agreement.
- (b) Contractor and each subcontractor hereby assigns to the Agency, right, title, and interest in and to causes of action under Section 4 of the Clayton Act (15 U.S.C.A. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials for this Agreement or the

subcontract. This assignment shall be made and become effective without further acknowledgment by the parties at the time the Agency tenders final payment to the Contractor.

Section 10. Section Headings.

Section headings are for the convenience of the parties and shall not affect the interpretation of this Agreement.

Section 11. Authority of Agency Representative.

Agency's representative shall decide questions about the quality or acceptability of materials furnished and work performed, manner of performance and rate of progress of the work, the interpretation of the plans and specifications, and the fulfillment of the contract by the Contractor.

WAGES, HOURS, AND WORKING CONDITIONS

Section 12. Prevailing Wages.

(a) A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is on file at the Agency's offices. Contractor and subcontractors will not pay less than the prevailing rates of wages. Contractor will post one copy of the prevailing rates of wages at the job site.

(b) Contractor shall forfeit as penalty to the Agency the sum of \$50.00 for each calendar day, or portion thereof, and for each worker paid less than the prevailing rates under the contract or subcontract.

Section 13. Travel and Subsistence Payments.

Travel and subsistence payments shall be paid to each worker as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification, or type of work.

Section 14. Hours of Work.

(a) Eight (8) hours' labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight (8) hours during a calendar day or 40 hours during a calendar week of the foregoing hours.

(b) Contractor shall keep and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker.

(c) As a penalty for failure to pay overtime when required, the Contractor shall forfeit to the Agency \$25.00 for each worker for each calendar day during which such worker works more than eight (8) hours and is not paid overtime, and for each week during which such worker works more than 40 hours and is not paid overtime.

Section 15. Apprentices.

Contractor shall comply with the Labor Code concerning the employment of apprentices.

Section 16. Subcontractors.

Contractor shall comply with the *Subletting and Subcontracting Fair Practices Act* of the Public Contracts Code.

Section 17. Discrimination.

The Contractor shall not refuse to employ or promote any person, and shall not discriminate against any person with respect to compensation or terms and conditions of employment, and shall not discipline or discharge any person employed because of the person's race, religion, creed, color, national origin, ancestry or sex. The Contractor shall not refuse to accept otherwise qualified employees as indentured apprentices solely on the grounds of race, religion, creed, color, national origin, ancestry or sex.

Section 18. Safety.

Contractor and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under the *Contract Work Hours and Safety Standards Act*, as set forth in Title 29, C.F.R., and by the California Division of Industrial Safety.

Section 19. Character of Workers.

Only competent workers shall be employed on the work. Workers who are incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fail to perform work properly and acceptably, shall be immediately removed from the work by the Contractor and not re-employed.

Section 20. Compliance with Immigration Reform and Control Act. (IRCA)

Contractor acknowledges that Contractor, and all subcontractors hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or the employees of any subcontractor hired by Consultant, are not authorized to work in the United States for Consultant or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractor(s).

INSURANCE, INDEMNIFICATION AND BONDS

Section 21. Insurance.

(a) Before beginning the performance of the work, Contractor shall purchase and maintain insurance to protect the Contractor and the Agency from claims: (i) arising from Contractor's

operations under the Contract by the Contractor, a subcontractor, or anyone employed by them, or anyone for whose acts any of them may be liable; (ii) under workers' compensation, disability benefits and other similar benefit acts; (iii) for damages because of bodily injury, occupational sickness, or disease, or death of the Contractor's employees, or persons other than the Contractor's employees; (iv) for damages insured by usual personal injury liability coverage sustained by a person as a result of an offence related to employment of such person by the Contractor, or other persons; (v) for damages, other than the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (vi) for damages because of bodily injury, death of a person, or property damage arising from ownership, maintenance or use of a motor vehicle; (vii) involving contractual liability insurance applicable to the Contractor's obligations; and (viii) for damage to work in progress.

(b) The insurance required shall be written for not less than limits of liability specified in the Contract documents or required by law, whichever is greater. The insurance shall be purchased from companies authorized to do business in the jurisdiction where the project is located. Coverages shall be written on an occurrence basis without interruption from the date of commencement of the work until date of final payment or until termination of coverage required to be maintained after final payment. Agency, its officers, agents and employees shall be named as additional insureds.

(c) Certificates of insurance executed by the carrier(s) and acceptable to the Agency and copies of the policy shall be filed with the Agency prior to the commencement of the work. The Certificates and the insurance policies shall provide the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Agency. If the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

(d) Contractor shall require each subcontractor to maintain policies of insurance covering the hazards, and under the conditions mentioned above, and having the Agency, its officers, agents, volunteers and employees as additional insureds. Copies of the subcontractor's certificates of insurance and policies shall be filed with the Agency.

Section 22. Indemnification.

(a) Contractor shall indemnify and save the Agency, the City of Ridgecrest, their board members, officials, officers, agents, volunteers and employees, free and harmless from costs, damages or liability, including attorney fees, arising out of any act or omission to act, including any negligent act or omission to act by Contractor, its officers, agents, subcontractors and employees with respect to the performance of the work or the Contractor's obligations under this Agreement. Contractor's duty to indemnify and defend does not extend to the damages or liability caused by the agency's sole negligence, active negligence, or willful misconduct.

(b) In addition to the foregoing, Contractor shall pay Agency costs, including attorney fees, incurred by the Agency in handling, responding to, or litigating stop notice claims, or other demands against money due to the Contractor or against the Contractor's payment bond by Contractor's officers, agents, employees or subcontractors.

Section 23. Payment Bond.

(a) Before beginning the performance of the work, Contractor shall file a payment bond with the Agency for its approval and acceptance. The payment bond shall be in the sum of 100 percent of the contract price.

(b) The payment bond shall be in substantially the form of the bond attached hereto. The bond shall be executed by a representative of the surety having no financial interest in the Contractor. The payment bond shall be separate and distinct from any other bond required by this Agreement.

Section 24. Performance Bond.

(a) Before beginning the performance of the work, Contractor shall file a performance bond with the Agency for its approval and acceptance. The performance bond shall be in the sum of 100 percent of the contract price. The bond shall be payable by surety or sureties to Agency if Contractor fails to fully perform his obligations hereunder.

(b) The performance bond shall be in substantially the form of the bond attached hereto. The bond shall be executed by a representative of the surety having no financial interest in the Contractor. The performance bond shall be separate and distinct from any other bond required by this Agreement.

PERFORMANCE

Section 25. Time for Completion.

(a) All work under this Agreement shall be completed within 60 working days after the date of the Notice to Proceed (hereafter "Completion Date").

(b) The Agency expects the project to be completed on or before the Completion Date. If the work is not done by the Completion Date, the Agency will suffer damage and will incur substantial additional costs. Some of these damages and costs are and will be impractical and infeasible to determine, and some will be ascertainable. If the Agency determines, in its sole judgment, the failure to complete the work by the Completion Date is due to unforeseeable causes (which causes include Acts of God, or the public enemy, acts of the Government, acts of another contractor in the performance of another contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors due to such causes), or is due to causes within the control of the Agency, the fault or negligence of the Agency, then the Contractor shall not be liable for the Agency's liquidated damages or other damages or costs resulting from the failure to complete the work by the Completion Date. If the Agency determines, in its sole judgment, the failure to complete the work by the Completion Date is due to foreseeable causes, causes within the control of the Contractor, the fault or negligence of the Contractor, or weather conditions which are normal for the area and the season, the Contractor and the Contractor's Surety shall be liable for payment to the Agency of **both** of the following:

(1) Fixed and liquidated damages, which are not a penalty, equal to \$500.00 for each working day of delay beyond the Completion Date; and

(2) Ascertainable costs and damages incurred by the Agency resulting from the failure to complete the work by the Completion Date, including, but not limited to, supervision, engineering, inspection, incidental, and overhead expenses directly related to this Agreement.

(c) Within ten (10) days from the beginning of the event or reason which will prevent the work under this Agreement from being completed by the Completion Date, the Contractor shall notify the Agency in writing of the cause of delay and shall request an extension of the Completion Date.

(d) Upon receipt from the Contractor of a request for extension of the Completion Date, the Agency shall ascertain the facts and extent of the delay. The Agency may extend the Completion Date if the Agency determines, in its sole judgment, the findings justify an extension and such extension is in the best interest of the Agency. Such an extension will increase the Agency's financial obligations and costs insured for supervision, engineering, inspection, incidental, and overhead expenses directly related to the Contract and which accrue as a result of the extension. If the Agency extends the Completion Date and determines, in its sole judgment, the extension is needed due to unforeseeable causes (which causes include Acts of God, or the public enemy, acts of the government, acts of another contractor in the performance of another contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors due to such causes), or is due to causes within the control of the Agency, the fault or negligence of the Agency, then the Contractor shall not be liable for the Agency's damages or costs resulting from such extension. If the Agency extends the Completion Date and determines, in its sole judgment, the extension is needed due to foreseeable causes, causes within the control of the Contractor, the fault or negligence of the Contractor, or weather conditions which are normal for the area and the season, then the Contractor and its Surety shall be liable for and shall reimburse Agency for such costs before the final payment.

(e) The Agency may deduct the liquidated damages, and any additional costs and damages for which the Contractor is liable under this Section, from progress payments or from the final payment. The payment of progress payments before and after the Completion Date shall not constitute a waiver of liquidated damages or of additional damages or costs for which the Contractor is liable under this Section. Release of any Bonds shall be contingent upon payment of these amounts.

Section 26. Acts of God.

Contractor is not responsible for the cost of repairing or restoring damage to the work exceeding 5% of the contract price and determined to have been proximately caused by earthquakes in excess of the magnitude of 3.5 on the Richter Scale and tidal waves if damaged work is built in accordance with accepted and applicable building standards and the plans and specifications.

Section 27. Utility Relocation.

(a) As between the parties, Agency is responsible for the timely removal, relocation or protection of existing main or trunk line underground utility facilities located on the job site, if such utilities are not identified by the Agency in the plans and specifications. As to such unidentified utilities, Contractor shall be compensated for: the costs of relocation; repairing damage not due to the failure of Contractor to exercise reasonable care; removing or relocating such utilities not included in the plans and specifications with reasonable accuracy, and equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damage for delay in completion of the project, when the delay is caused by the failure of the Agency or the owner of the utility to remove or relocate the facilities.

(b) The Agency is not required to indicate the presence of existing service laterals or

appurtenances when the presence of such utilities on the work site can be inferred from other visible facilities, such as buildings, metering junction boxes, on or adjacent to the work site.

(c) Contractor shall immediately notify the Agency and utility in writing if the Contractor discovers utility facilities not identified by the Agency in the contract plans or specifications.

Section 28. Public Convenience.

(a) Contractor's operation shall cause no unnecessary public inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the work or an approved detour shall be provided. Safe, adequate, continuous and unobstructed pedestrian and vehicular access shall be maintained to fire hydrants, residences, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, and hospitals, unless other arrangements are made satisfactory to the owners.

(b) Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time.

(c) Grading operations, roadway excavation and embankment construction shall provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

(d) The Contractor shall comply with applicable state and local requirements for closure of streets. Contractor shall provide barriers, guards, lights, signs, temporary bridges, flagmen and watchmen advising the public of detours and construction hazards. Contractor shall comply with additional public safety requirements arising during construction. Contractor shall furnish and install, and upon completion of the work, promptly remove signs and warning devices.

(e) At least forty-eight (48) hours in advance of closing or partial closing or reopening of any street, alley or other public thoroughfare, Contractor shall notify the police, fire, traffic and engineering departments of jurisdictional agencies involved and comply with their requirements.

Section 29. Excavations.

(a) Contractor shall submit for Agency approval, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of trenches five (5) feet or more in depth. The plan shall be at least as effective as that required by the Construction Safety Orders of the California Division of Industrial Safety. If the plan varies from the shoring systems standards established by Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

(b) If the work involves digging trenches or excavations extending deeper than four feet below the surface, the Contractor shall promptly, and before the conditions are disturbed, notify the Agency in writing of any: (1) material the Contractor believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and required to be removed to a Class I, Class II, or Class III disposal site; (2) subsurface or latent physical conditions at the work site differing from those indicated; or (3) unknown physical conditions at the work site of unusual nature, different material from those ordinarily encountered and generally recognized as inherent in the work of the character provided in the Contract. This Agency shall promptly investigate the conditions. If the Agency finds the conditions are as alleged by the Contractor and conditions cause a change in the Contractor's cost or the time required

for performance, the Agency shall issue a change order. If a dispute arises whether the Agency's findings are correct, the Contractor shall proceed with the work. The Contractor shall retain rights by contract or law pertaining to resolution disputes and protests between the parties.

- (c) Contractor shall comply with underground service alert regulations.

Section 30. Extra Work.

(a) The Agency may require changes in, additions to, or deductions from the work to be performed or to the materials to be furnished under this Agreement. No extra work shall be performed or change made except in pursuance of a written order from the Agency stating the extra work or change is authorized, and setting forth the basis upon which payment is to be made. No call for additional compensation shall be valid unless pursuant to such a change order. Nothing in this section shall excuse the Contractor from proceeding with the prosecution of the changed work. When required by the Agency, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing the value of any ordered change.

(b) Adjustments in the amounts to be paid to the Contractor by reason of any such change, addition or deduction shall be determined by one or more of the following methods:

- (1) By an acceptable lump sum proposal from the Contractor;

(2) By unit prices contained in the Contractor's original bid and incorporated in the contract documents or fixed by subsequent agreement between the Agency and the Contractor; or

(3) By ordering the Contractor to proceed with the work and to furnish daily reports of extra work. The reports shall itemize all costs for labor, material, and equipment rental. The reports for workers shall include hours worked, rates of pay, names and classification; and for equipment shall include size, type, identification number and hours of operation. Records and reports shall be made immediately available to the engineer upon his request.

(c) When the Agency orders extra work and there is an agreement between the Agency and the Contractor to perform the work, the Agency may approve the method used by the Contractor to accomplish the work. At the request of the Agency, the method to be used shall be memorialized in writing prior to work being performed.

(d) If the Contractor contends a proposed change is a substantial revision in the character of the work, the question shall be immediately submitted to an arbitrator for decision. The arbitrator's decision will be final and conclusive, unless it is fraudulent, capricious, arbitrary or so grossly erroneous as to imply bad faith. Each party shall advise the other in advance of the arbitration of the material on which the party intends to rely and give the other a reasonable opportunity to refute or supplement such factual material.

Section 31. Clean-Up.

On completion of the work, Contractor shall remove debris and surplus materials from the work site.

Section 32. Materials.

(a) Unless otherwise specified, shown, or permitted by the Agency, materials and equipment incorporated in the work shall be new and current manufacture. The Agency may request the Contractor

to furnish manufacturer's certificates to this effect.

(b) Materials furnished and work performed shall be subject to inspection and testing by Agency's authorized agents at Agency's expense. If such inspection and testing reveals non-compliance with the requirements of this Agreement, the Contractor shall bear the cost of necessary corrective measures and the cost of subsequent inspecting and testing.

(c) The inspection of the work shall not relieve the Contractor of the obligations under the Contract. Even though equipment, materials, or work required under the Contract have been inspected, accepted, and estimated for payment, the Contractor shall replace or repair such equipment, materials, or work found to be defective or otherwise not to comply with the requirements of the Contract up to the end of the maintenance and guarantee period.

Section 33 Permits and Licenses.

(a) Contractor shall apply for and procure permits and licenses necessary for the work.

(b) Contractor shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.

(c) Contractor shall pay charges and fees in connection with permits and licenses.

Section 34. Land and Rights-of-Way.

(a) Agency shall provide land and rights-of-way where the work is constructed.

(b) Contractor shall procure additional rights-of-way desired by the Contractor to facilitate construction. Contractor shall enter into written agreements with property owners for such purposes and provide Agency with copies of the agreements.

(c) Except as provided above relating to utility relocation, when the work is to be performed in the vicinity of existing improvements, such improvements shall not be disturbed or damaged except for such removal or relocation in the land and rights-of-way provided by the Agency or unavoidable to accommodate the work.

Section 35. Plans and Working Drawings Submitted by Agency.

(a) The approved plans shall be supplemented by working drawings necessary to control the work adequately. Such drawings shall be consistent with the contract documents. Such drawings delivered to the Contractor shall be deemed written instructions to the Contractor.

(b) The Agency will furnish to the Contractor copies of drawings and specifications reasonably necessary for the execution of the work. The Contractor shall keep one set of drawings and specifications in good order available to the Agency's representative at the site of the work.

(c) The plans for the work show conditions supposed or believed by the Engineer to exist. It is not intended or inferred the plans constitute a representation such conditions actually exist. The Agency, its officers, agents and employees shall not be liable for loss sustained by the Contractor as a result of variance of the conditions as shown on the plans and the actual conditions revealed during the progress of the work.

Section 36. Shop Drawings Submitted by Contractor.

(a) Shop drawings are drawings, diagrams, illustrations, schedules, performance charts,

brochures and other data prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and illustrating some portion of the work.

(b) The Contractor shall review, stamp with approval, and submit for review by the Agency's representative shop drawings for material and equipment to be incorporated into the work. Drawings shall be submitted in quadruplicate to the Agency's representative and be accompanied by a letter of transmittal listing the drawings submitted. Drawings shall show the name of the project, the name of the Contractor, the names of suppliers, manufacturers and subcontractors. Shop drawings shall be submitted with promptness and in orderly sequence to cause no delay in the work.

(c) Shop drawings shall be complete. If the shop drawings show deviations from the requirements of the plans and specifications because of standard shop practices or other reasons, the deviations and the reasons therefor shall be set forth in the letter of transmittal.

(d) By approving and submitting shop drawings, the Contractor represents material, equipment and other work shown thereon conforms to the plans and specifications except for the deviations set forth in the letter of transmittal.

(e) Within ten calendar days after receipt of the drawings, the Agency will return two prints of the drawings to the Contractor with comments. If noted by the Agency, the Contractor shall correct the drawings and resubmit in the same manner as the original submittal. The Contractor shall direct attention in the letter of transmittal accompanying resubmitted shop drawings to revisions other than the corrections requested by the Agency's representatives on previous submittals.

(f) The review by the Agency's representative is for general conformance with the design concept of the project and general compliance with the plans and specifications and shall not be construed as relieving the Contractor of the full responsibility for: providing materials, equipment, and work required by the Contract; the proper fitting and reconstruction of the work; the accuracy and completeness of the shop drawings; selecting fabrication processes and techniques of construction; and performing the work in a safe manner.

(g) No portion of the work requiring a shop drawing submittal shall be commenced until the submittal has been reviewed by the Agency's representative and returned to the Contractor with a notation indicating re-submittal is not required.

Section 37. Supervision by the Contractor.

Before starting the work, the Contractor shall designate, in writing, a representative having authority to act for the Contractor. An alternate representative may be designated. (A joint venture shall designate only one representative and alternate.) The representative or alternate shall be present at the work site when work is in progress. Orders or communications given to this representative shall be deemed delivered to the Contractor. In the absence of the Contractor or designated representative, directions or instructions may be given by the Agency's representative to the superintendent or foreman having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or the representative.

Section 38. Inspection.

(a) The Agency's representative shall have access to the work during construction and shall be furnished with reasonable facility for gaining knowledge of the progress, workmanship and character

of materials used and employed in the work.

(b) When the Contractor varies the period during which work is carried on each day, Contractor shall give notice to the Agency's representative so proper inspection may be provided. Work done in the absence of the Agency's representative is subject to rejection.

(c) No materials shall be installed until approved by the Agency's representative. Installations to be backfilled shall be inspected and approved by the Agency's representative prior to backfilling. The Contractor shall give notice in advance of backfilling to the Agency's representative so proper inspection may be provided.

(d) If the Agency's representative is required to conduct inspections of Contractor's work between the hours of 5 p.m. and 8 a.m., or is required to conduct inspections on Saturdays, Sundays or holidays, then the Agency will incur additional costs for inspection. If the Agency's representative is required to conduct inspections between the hours of 5 p.m. and 8 a.m., or inspections on Saturdays, Sundays or holidays due to the actions or conduct of Contractor, and if the actions or conduct of Contractor are not otherwise authorized or addressed in the specifications or in a change order, the Contractor shall be liable for the Agency's additional inspection costs. The Agency may deduct these additional inspection costs from progress payments or from the final payment.

Section 39. Removal of Defective and Unauthorized Work.

(a) Rejected work shall be removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such removal or replacement. Work done beyond the lines and grades shown on the plans or established by the Agency's representative, or work done without written authority will be considered as unauthorized and not be paid for. Such work may be ordered removed at the Contractor's expense.

(b) Upon failure on the part of the Contractor to comply promptly with an order of the Agency's representative under this section, the Agency's representative shall have authority to cause defective work to be removed and replaced, and unauthorized work to be removed, and to deduct the costs from monies due the Contractor.

Section 40. Errors or Discrepancies Noted By Contractor.

(a) If the Contractor finds discrepancy between the specifications and the drawings and the physical conditions at the site of the work, or finds errors or omissions in the drawings or in any survey, Contractor shall promptly notify the Agency in writing of such discrepancy, error or omission. If the Contractor observes drawings or specifications at variance with applicable law, ordinance, regulation, order or decree, Contractor shall promptly notify the Agency in writing of such conflict.

(b) On receipt of any such notice, the Agency shall promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, work done by the Contractor, after Contractor's discovery of such error, discrepancy or conflict, will be at Contractor's own risk and Contractor shall bear costs arising therefrom.

Section 41. Equipment.

The Contractor must furnish adequate equipment and facilities to perform properly the work in a workmanlike manner in accordance with these specifications. Such equipment and facilities must be in

a good state of repair and maintained in such state during the progress of the work and shall meet requirements of applicable ordinances and laws. No worn or obsolete equipment shall be used and, in no case shall the maker's rating of capacity for equipment be exceeded.

Section 42. Storage of Materials.

Materials for use in the work shall be stored by the Contractor to prevent damage from exposure to the elements, admixture of foreign materials, or from any other cause. The Contractor is responsible for damage to or loss of materials by weather or other causes.

MISCELLANEOUS

Section 43. Guarantees.

Contractor guarantees work from defect in workmanship for the period of one year from the date of acceptance by the Agency and shall repair and replace such work, together with other displaced work, without expense to the Agency, ordinary wear and tear, usual abuse or neglect excepted. Agency may have the defects repaired and made good at the expense of the Contractor if Contractor fails to comply with the above-mentioned conditions within a week after being notified in writing.

Section 44. Risk of Loss Prior to Final Acceptance.

Except as set forth above relating to acts of God, risk of loss from total or partial destruction of the work, prior to final acceptance, shall be borne by Contractor regardless of the cause. Contractor shall repair or replace such damages or destroyed work to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Contractor from completion of the work.

Section 45. Termination: Contractor at Fault.

(a) The Agency may declare the Contractor in default should the Contractor fail to meet the requirements of the Contract, or be placed in bankruptcy, or should a Receiver be appointed for Contractor's properties, or should Contractor make an assignment for the benefit of creditors. In such event, the Agency will notify the Contractor in writing. On receipt of such written notice, the Contractor shall preserve site construction materials, equipment and plans, and undertake immediate steps to remedy such default.

If the Contractor fails to remedy such default within five (5) calendar days after receipt of such written notice, the Agency may terminate the Contractor's right to proceed with the work as to which default has occurred. Upon receipt of such written notice, the Contractor shall for that work affected by any such termination:

- (1) assist the Agency in making an inventory of materials and equipment in storage at the site, en route to the site, in storage or manufacture away from the site, and on order from suppliers;
- (2) assign to the Agency subcontracts, supply contracts and equipment rental agreements, all as designed by the Agency; and
- (3) remove from the site, all construction materials, equipment and plans listed in said inventory other than such construction materials, equipment and plans which are designated in writing

by the Agency to be used by the Agency in completing such work.

(b) The Agency may complete the work to which notice applies by contract or otherwise, and may take possession of the materials, plans, tools, equipment, supplies and property furnished by the Contractor which is designated by the Agency in writing for such purpose.

(c) The expense of completing such work, together with a reasonable charge for administering a contract for such completion, shall be charged to the Contractor. Such expense shall be deducted by the Agency out of such monies as may become due to the Contractor. If this expense exceeds the sum otherwise payable under the Contract, the Contractor and Contractor's sureties shall be liable. Upon written notice from the Agency, the Contractor promptly pays to the Agency, the amount of such excess. The Agency shall not be required to obtain the lowest bids for completing such work, but may make such expenditures as in the Agency's sole judgment will best accomplish such completion.

Section 46. Termination: Contractor Not At Fault.

Agency may terminate the Contract upon ten (10) days' written notice to the Contractor, if Agency finds reasons beyond the control of the parties make it impossible or against the Agency's interest to complete the work. In such a case, the Contractor shall have no claims against the Agency, except for the value of work performed to the date of termination, and the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date of termination if such materials and equipment would be needed in the work. The value of work performed and the cost of materials and shipment delivered to the site shall be determined by the Agency in accordance with the procedure prescribed for the making of a final estimate and payment.

Section 47. Resolution of Certain Claims.

(a) Notwithstanding the foregoing, a demand of \$375,000 or less by the Contractor for a time extension, payment of money or damages arising from the work done by or on behalf of the Contractor pursuant to this Contract, or payment of an amount which is disputed by the Agency, shall be processed in accordance with Public Contracts Code, Sections 20104 *et seq.*, relating to informal conferences, non-binding judicially supervised mediation, and judicial arbitration.

(b) A single written claim shall be filed under this section prior to the date of final payment for all demands, including demands not subject to Public Contracts Code Sections 20104 *et seq.*, arising out of the Contract.

(c) Within thirty (30) days of the receipt of the claim, the Agency may request additional documentation supporting the claim or relating to defenses or claims the Agency may have against the Contractor. If the amount of the claim is less than \$50,000, the Contractor shall respond to the request for additional information within fifteen (15) days after receipt of the request. The Contractor shall respond to the request within thirty (30) days of receipt if the amount of the claim exceeds \$50,000, but is less than \$375,000.

(d) Unless further documentation is requested, the Agency shall respond to the claim within forty-five (45) days if the amount of the claim is less than \$50,000, or within sixty (60) days if the amount of the claim is more than \$50,000, but less than \$375,000. If further documentation is requested, the Agency shall respond within the same amount of time taken by the Contractor to respond

or fifteen (15) days, whichever is greater, after receipt of further information if the claim is less than \$50,000. If the claim is moiré than \$50,000, but less than \$375,000, and further documentation is requested by the Agency, the Agency shall respond within the same amount of time taken by the Contractor to respond or thirty (30) days, whichever is greater.

(e) If the Contractor disputes the Agency’s response, or the Agency fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on the Agency within fifteen (15) days after the deadline of the Agency to respond or within fifteen (15) days of the Agency’s response, whichever occurs first. The Agency shall schedule the meet and confer conference within thirty (30) days of the request.

(f) If the meet and confer conference does not produce a satisfactory request, the Contractor may pursue remedies authorized by law.

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

Agency: City of Ridgecrest

Contractor: _____

By: _____
City Manager

By: _____
Authorized Representative of Contractor

Attest: _____
City Clerk

[Print or Type Name & Title]

Seal if Corporation:

Approved: _____
Attorney for Owner

SUBMIT WITH BID

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Governing Board of City of Ridgecrest (herein "Agency"), on _____, 2011, awarded to _____ (herein the "Principal"), a contract for **Downs St. Rehabilitation Project**.

WHEREAS, Principal is required to furnish a bond in connection with contract so if Principal or its subcontractors shall fail to pay for materials or supplies, for the performance of the work, or for labor done thereon, or for amounts due under the Unemployment Insurance Act, the Surety on the bond will pay the same.

NOW, THEREFORE, the Principal and _____, (herein "Surety"), are held and firmly bound unto the Agency in the penal sum of [_____ (\$_____)] dollars, lawful money of the United States of America, one hundred percent (100%) of the Agreement amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these promises.

THE CONDITION OF THIS OBLIGATION IS SUCH if Principal, its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for work or labor thereon of any kind, or fail to pay the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and other laws of the State of California and rules and regulations of its agencies, then Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay, in case suit is brought upon this bond, such reasonable attorney fees as shall be fixed by the court, pursuant to Section 3181 of the California Civil Code.

This bond shall inure to the benefit of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond, such reasonable attorney fees as shall be fixed by the court, pursuant to Section 3181 of the California Civil Code.

No change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed thereunder, or the specifications accompanying the same, shall affect Surety's obligation on this bond. Surety waives notice of such change, extension of time, alteration, or addition to the terms of the contract, or to the work or to the specifications.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which shall be deemed an original, have been duly executed by the Principal and Surety above named on the [_____] day of [_____, ____].

[_____] (Principal)

[_____] (Surety)

By: _____

By: _____ (Attorney-in-fact)

SUBMIT WITH BID

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Governing Board of City of Ridgecrest (herein "Agency"), on _____, 2011, awarded to _____ (herein the "Principal"), a contract for **Downs St. Rehabilitation Project**.

WHEREAS, Principal is required under the terms of the contract to furnish a bond for the faithful performance of the contract;

NOW, THEREFORE, the Principal and _____, (herein "Surety"), are held firmly bound unto the Agency, (herein "Agency"), in the penal sum of [_____] dollars (\$[_____]) lawful money of the United States of America, one hundred percent (100%) of the Agreement amount, for the payment of which sum well and truly to be made, we bond ourselves, our heirs, executors, administrators and successors, jointly and severally and firmly by these promises.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above-bounden Principal, or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the contract, including but not limited to the payment of liquidated damages, and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers and agents, as therein stipulated, this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

Surety stipulates and agrees no change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall affect its obligation on this bond. Surety waives notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

Surety agrees in case suit is brought on this bond, Surety will pay Agency's reasonable attorney fees to be fixed by the court.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which shall be deemed an original, have been duly executed by the Principal and Surety above named, on the [_____] day of [_____, _____].

[_____] [_____]
(Principal) (Surety)

By: _____ By: _____
(Agency) (Attorney-in-fact)

(Attach Acknowledgment)

SUBMIT WITH BID

GUARANTEE

CITY OF RIDGECREST, Department of Public Works, RIDGECREST, California:

In accordance with the terms of the Contract for the **Downs St. Rehabilitation Project** between the City of Ridgecrest (hereinafter referred to as City), and the undersigned which Contract provides for the installation of improvements per the plans and specifications for the above referenced project.

When the project is completed and accepted, we guarantee the same to be free from imperfect workmanship and/or materials and we agree to repair and/or replace at our own cost and expense, any and all such work and/or materials which may prove defective in workmanship or materials within a period of one year from the date of acceptance of the above named construction project, ordinary wear and tear or neglect excepted. We also agree to repair and/or replace at our own cost and expense any work and/or materials that we may disturb or displace in making good such defects.

Within twenty-four (24) hours after being notified in writing by the City or the City's representative, or the agent of either of them of any defects in said work or materials we agree to commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee and to complete the work within a reasonable period of time and in the event of our failure to so comply we collectively and expressly do hereby authorize the City and/or the City's representative, or the agent of either of them to proceed to have such work done at our expense and we will honor and pay the cost and charges therefore upon demand.

This guarantee is made expressly for and runs to the benefit of both the City of the above mentioned construction project and the City's representative and shall be enforceable by either of them.

Dated _____ CONTRACTOR _____

Signed _____

Notary Required

SUBMIT WITH BID

INSURER:

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

INSURANCE COMPANY:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

--ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS--

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

City of Ridgecrest, County of Kern, the Engineer/Architect, the City's representatives and their consultants, and each of their board members, officers, directors, officials, agents and employees

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

-----Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured's officers, officials, employees and volunteers.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City.

Signature - Authorized Representative

Address

CG 20 10 11 85 Insurance Services Office, Inc. Form (Modified)

SUBMIT WITH BID

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT		Endorsement No. _____	Effective: _____
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy Number: _____ Policy Period: _____ <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured (check which) of \$ _____		
NAMED INSURED: _____	APPLICABILITY. This insurance pertains to the operations of automobiles owned by or on behalf of the named insured under all written agreements and permits in force with the City checked here <input type="checkbox"/> in which case, only the following specific agreements and permits with the City are covered: ENTITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE <input type="checkbox"/> Business General Policy <input type="checkbox"/> Other	OTHER PROVISIONS: _____		
LIMIT OF LIABILITY \$ _____ per accident for bodily injury and property LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in limits <input type="checkbox"/> In Addition to limits	Claims: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: _____		
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. INSURED. The City, its officers, officials, employees, and volunteers are included as insured with regard to damages and defense of claims arising from the ownership, operation, maintenance, use loading or unloading of any auto owned, leased, hired, or borrowed by the Named insured, or for which the Named Insured is responsible. 2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall (a) be primary insurance as respects the City, its officers, officials, employees and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees, and volunteers shall be excess of the Named Insured's insurance and not contribute with it. 3. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, except after (30) days prior written notice, by receipted delivery, has been given to the City. 4. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: (1) If primary, Insurance Services Office form number CA0001 (Ed.6/92), Code 1 ("any auto"); or (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1). Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
ENTITY City of Ridgecrest 100 West California Avenue Ridgecrest, CA 93555	AUTHORIZED REPRESENTATIVE <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____ I _____ (print/type name), warrant that I have authority to bind the above mentioned insurance company and by my signature heron do so bind this company to this endorsement. Signature: _____ (original signature required) Telephone: _____ Date Signed: _____		

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY FOR THE CITY OF RIDGECREST		Endorsement No. Effective Date
PRODUCER Telephone: _____	POLICY INFORMATION: This special endorsement is attached to and forms a part of the following insurance policy. Insurance Company: _____ Policy Number: _____ Policy Period: _____	
NAMED INSURED	OTHER PROVISIONS	
Claims: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: _____	EMPLOYERS LIABILITY LIMITS \$ _____ Each Accident \$ _____ Disease - Policy Limit \$ _____ Disease - Each Employee	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached of any endorsement now or hereafter attached thereto, it is agreed as follows:		
1. CANCELLATION NOTICE. This Insurance shall not be canceled, except after thirty (30) days prior written notice, by receipted delivery, has been given to the City.		
2. WAIVER OF SUBROGATION. This Insurance Company agrees to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City.		
Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.		
ENDORSEMENT HOLDER		
ENTITY City of Ridgecrest 100 West California Avenue Ridgecrest, CA 93555	AUTHORIZED REPRESENTATIVE Ô Broker/Agent Ô Underwriter Ô I _____ (print/type name), warrant that I have authority to bind the above mentioned insurance company and by my signature heron do so bind this company to this endorsement. Signature: _____ _____ (original signature required) Telephone: _____ Date Signed: _____	

CERTIFICATE OF INSURANCE	Issue Date:								
PRODUCER	This certificate of insurance is not an insurance policy and does not amend extend or alter the coverage afforded by the policies below. <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">Companies</td> <td style="text-align: center;">Best's Rating</td> </tr> <tr> <td>Company Letter A</td> <td>_____</td> </tr> <tr> <td>Company Letter B</td> <td>_____</td> </tr> <tr> <td>Company Letter C</td> <td>_____</td> </tr> </table>	Companies	Best's Rating	Company Letter A	_____	Company Letter B	_____	Company Letter C	_____
Companies		Best's Rating							
Company Letter A	_____								
Company Letter B	_____								
Company Letter C	_____								
INSURED									

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be used or may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies, limits shown may have been reduced by paid claims.

CO LTR	Type of Insurance	Policy Number	Policy Effective date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	All units in thousands	
	General Liability <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur. <input type="checkbox"/> Owners & Contractor's <input type="checkbox"/> Other				General Aggregate	\$
		Products-Comp/Op Agg	\$			
		Personal & Adv. Injury	\$			
		Each Occurrence	\$			
		Fire Damage (any one fire)	\$			
		Med. Exp. (any one person)	\$			
	Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Utility				Combined Single Limit	\$
		Bodily Injury (per person)	\$			
		Bodily Injury (per accident)	\$			
		Property Damage	\$			
	Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella				Each Occurrence	\$
		Aggregate	\$			
	Worker's Compensation and Employer's Liability				Statutory	\$
		Each Accident	\$			
		Disease Policy Limit	\$			
		Disease Each Employee	\$			
	Other				Amount of Insurance	\$

Description of operations/locations/vehicles/restrictions/special items:

- THE FOLLOWING PROVISIONS APPLY:**
1. None of the above described policies will be canceled until after 30 days written notice has been given to the City at the address indicated below.
 2. The City, its officials, officers, employees and volunteers are added as insured on all liability insurance policies listed above.
 3. It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with the insurance described above.
 4. The City is named a loss payee on the property insurance policies described above, if any.
 5. All rights of subrogation under the property insurance policy listed above have been waived against the City.
 6. The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

CERTIFICATE HOLDER/ADDITIONAL INSURED: City of Ridgecrest 100 West California Avenue Ridgecrest, CA 93555	AUTHORIZED REPRESENTATIVE Signature _____ Title _____ Phone No. _____
---	---

SUBMIT WITH BID

UNDERWRITER/BROKER CERTIFICATION

City: _____

City project identification: _____

Contractor providing contractual services: _____

Insurer(s): _____

Best rating(s): _____

Name and title of underwriter, broker, or agent completing certification:

I, the undersigned insurance underwriter, insurance broker, or agent do hereby certify that I have examined the insurance requirements prepared by the City for the above referenced project and have attached herewith certificates of insurance and all endorsements specified in the insurance requirements on forms provided by the City.

I further certify that the coverages provided to the Contractor and described in the certificates of insurance conform in all respects to the requirements set forth in the insurance requirements, including, but not limited to the following considerations:

1. The scope of insurance is at least as broad as the minimum requirements identified in the insurance requirements;
2. The minimum occurrence limits and aggregate limits of insurance are consistent with those set forth in the insurance requirements;
3. All deductibles and/or self-insured retentions have been declared;
4. All required endorsements identified in the insurance requirements have been provided and copies have been attached to the appropriate certificate of insurance;

5. All policies of insurance have been placed with insurers with a current rating from the A.M. Best Company of not less than A-:VII;
6. All endorsements have been signed by a person authorized by the insurer to bind coverage on its behalf.

The coverages provided to the Contractor do not conform in all respects to the requirements set forth in the insurance requirements. An explanation of each and every variance from the requirements and an evaluation of the relative risk exposures and protections to the City and the Contractor are attached.

I understand that the City will not authorize the Contractor to initiate work on behalf of the City until this certification has been fully executed and returned to the City.

Signature

Date

Name of Company

Business Address

Business Phone Number

SUBMIT WITH BID

GENERAL CONDITIONS
SECTION II

GENERAL CONDITIONS

GC-1 Definition of Terms

Whenever in the specifications or in any of the contract documents or instruments which these specifications govern, the following terms are used, they shall be defined as follows:

- (a) **CITY:** The City of Ridgecrest, a municipal corporation, County of Kern, State of California, acting either directly or through its authorized agents.
- (b) **ENGINEER:** The City Engineer acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.
- (c) **BIDDER:** Any individual, firm, or corporation submitting a bid for the work contemplated, acting directly or through a duly authorized representative.
- (d) **BID:** The offer of the bidder for the work when made out and submitted on the prescribed bid form, properly signed, and guaranteed.
- (e) **CONTRACTOR:** The person or persons, co-partnership, or corporation who have entered into a contract with the Owner, as party or parties of the second part of his or their legal representatives.
- (f) **SUBCONTRACTOR:** Any person, firm, or corporation other than an employee of the contractor, supplying for and under agreement either with the contractor or any other subcontractor of the contractor, labor, materials, or both at the site of the project in connection with this contract.
- (g) **SURETY:** Any firm or corporation executing a surety bond or bonds payable to the City, securing the performance of the contract either in whole or in part, or securing payment of claims for labor and material.
- (h) **PLANS:** Those certain drawings, plans, profiles, typical cross-sections, and working drawings approved by the Engineer.
- (i) **SPECIFICATIONS:** The directions, provisions, and requirements contained herein approved by the Engineer.
- (j) **REFERENCE TO STANDARDS:** Whenever the following abbreviations are used, they shall be defined as follows:

ABBREVIATIONS:

AWWA -	American Water Works Association
AAN -	American Association of Nurserymen
AASHO -	American Association of State Highway Officials
AREA -	American Railway Engineering Association
ASA -	American Standards Association
ASTM -	American Society for Testing Materials
AWA -	American Welding Society
AWPA -	American Wood Preservers Association
NEMA -	National Electrical Manufacturers Association

- (k) "STANDARD" SPECIFICATIONS: Wherever reference is made to the "Standard Specifications", reference shall be made to specifications entitled, "California Department of Transportation, May 2006 edition", current issue, which is incorporated herein and made a part hereof by reference thereto. Where the term "Engineer" is used in the Standard Specifications, it shall be considered as meaning the "City" or "Engineer" as defined in paragraphs (a) and (b) of this article.

No reference to payment in the "Standard Specifications" shall apply to any portion of the work to be done under this contract.

GC-2 *Priority of Special Conditions*

Where provisions in the Special Conditions setting forth conditions or requirements disagree or conflict with, add to or detract from provisions or specific clauses elsewhere in these specifications, the Special Conditions will prevail unless a different interpretation is given in writing by the Engineer whose decision in such matters shall be final.

GC-3 *Notice and Service Thereof*

Any notice from one party to the other under the contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner: (a) If the notice is given to the City by personal delivery thereof to the individual duly authorized to direct and supervise the project for the City, or by depositing same in the United States mail, enclosed in a sealed envelope, addressed to the City for the attention of said individual, postage prepaid; (b) If the notice is given to the contractor by personal delivery thereof to said contractor or to his foreman at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the contractor at his regular place of

business or at such other address as may have been established for the conduct of the work under this contract, postage prepaid; or (c) If the notice is given to the Surety or any other person by personal delivery to such Surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such Surety or other person last communicated by him to the party giving the notice, postage prepaid.

GC-4 ***Assignment of Contract***

The contractor shall not assign this contract or any part thereof, nor any monies due or to become due thereunder without the prior written consent of the City. No assignment of this contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for performance of the work called for under this contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

GC-5 ***Subcontractors***

- (a) Bidders on all contracts for the construction of any public work or improvement other than contracts for the construction, improvement or repair of streets or highways, including bridges, shall set forth in their bids:
 - (1) The name, location, and place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (.5%) of the total bid; and
 - (2) The portion of the work which will be done by each such subcontractor.
- (b) Specialty subcontractors shall be utilized for the performance of such parts of the work under this contract as, under normal contract practices, are performed by specialty subcontractors unless the City determines that the contractor has heretofore customarily performed such specialty work with his own organization and is equipped to do so, or unless the City determines that performance of the specialty work by specialty subcontractors will result in increased costs or inordinate delays.
- (c) The contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this contract to any subcontractor other than those listed in the accepted bid without the prior written consent of the City and in accordance with law. If the contractor shall subcontract any part of this contract, the contractor shall be as fully responsible to the City for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons

directly employed by himself. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City.

- (d) The City's consent to or approval of any subcontract under this contract shall not in any way relieve the contractor of his obligations under this contract and no such consent or approval shall be deemed to waive any provision of this contract.

GC-6 Mutual Responsibility of Contractors

If, through acts or neglect on the part of the contractor, any other contractor or any subcontractor of any other contractor shall suffer loss or damage on the work, the contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall file any claim against the City on account of any damage alleged to have been so sustained, the City shall notify the contractor, who shall indemnify and save harmless the City against any such claim.

The contractor must ascertain to his own satisfaction the scope of the project and the nature of any other contracts that have been or may be awarded by the City in the prosecution of the project to the end that the contractor may perform this contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to the contractor exclusive occupancy of the site of the project. The contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the project. If the performance of any contract for the project is likely to be interfered with by the simultaneous execution of some other contract or contracts, the City shall decide which contractor shall cease the work temporarily and which contractor shall continue, or whether the work under the contracts can be coordinated so that the contractors may proceed simultaneously. The City shall not be responsible for any damages suffered or extra costs incurred by the contractor resulting directly or indirectly from the award or performance or attempted performance of any other contract or contracts on the project, or caused by any decision or omission of the City respecting the order of precedence in the performance of contracts.

GC-7 Personal Interest of City Officials

No official of the City who is authorized to negotiate, make, accept, approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the City who is authorized to exercise any executive, supervisory, or together similar functions in connection with the construction

of the project, shall become directly or indirectly interested personally in this contract or in any part hereof, or any other contract relating to the performance of this contract.

GC-8 ***Termination for Breach, Etc.***

If the contractor refuses or fails to prosecute the work or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract or any extension thereof, or fails to complete said work within such time, or if the contractor shall be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of the contractors insolvency, or if he or any of his subcontractors should violate any of the provisions of this contract, the City may serve written notice upon him and his Surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate this contract and, unless within ten (10) days after the serving of such notice such violations shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days cease and terminate. In the event of any such termination, the City shall immediately serve written notice thereof upon the Surety and the contractor and the Surety shall have the right to take over the performance of the contract provided, however, that if the Surety within fifteen (15) days after the serving upon it of notice of termination does not elect to perform the contract or does not commence performance thereof within thirty (30) days from the date of the serving of such notice, the City may take over the work under the contract and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of the contractor and his Surety shall be liable to the City for any excess cost or other damages occasioned the City thereby, and in such event the City may without liability for so doing take possession of and utilize in completing the contract such materials, appliances, plant, and other property belonging to the contractor as may be on the site of the project and necessary therefore.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

GC-9 ***Permits and Compliance with Law***

The contractor shall keep himself fully informed of all existing and future state and national laws and local ordinances and regulations which in any manner affect those engaged or employed in the work or the materials used in the work or which in any way affect the conduct of the work.

The contractor shall at his expense obtain all permits and licenses necessary for the performance of this contract, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules, and regulations governing the contractors performance of the contract.

GC-10 Existing Utilities

The accuracy or completeness of information on existing utilities is not guaranteed, and unless otherwise cared for by the owner thereof, all water, gas or sewer lines, lighting, power or telephone conduits, structures, house connection lines, and other surface or sub-surface structures of any nature that may be affected by the work shall be maintained by the contractor and shall not be disturbed, disconnected, or damaged by him during the progress of the work, provided that should the contractor in the performance of the work disturb, disconnect, or damage any of the above, all expenses of whatever nature arising from such disturbance or replacement or repair thereof shall be borne by the contractor.

In case it should be necessary to move permanently or to maintain temporarily the property of any public utility or other property, the cost shall be borne by the contractor.

The right is reserved to the State, County, or City therein and to the owners of public utilities and franchises to enter upon any street, road, right-of-way, or easement for the purpose of maintaining or of making necessary repairs or changes in their property made necessary by the work.

GC-11 Rights-of-Way

The rights-of-way for the work to be constructed will be provided by the City. The contractor shall make his own arrangements and pay all expenses for additional area required by him outside the limits of rights-of-way unless otherwise provided in these documents.

GC-12 Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the contract, and before the first partial payment is made, the contractor shall deliver to the Engineer a construction progress schedule satisfactory to the Engineer showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the contractor in accordance with the progress schedule.

GC-13 Reports

The contractor and each subcontractor shall submit to the Engineer such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records, and miscellaneous data pertaining to the contract as may be requested by the Engineer.

GC-14 Prosecution of Work

The work under this contract shall be prosecuted with all materials, tools, machinery, apparatus, and labor necessary to complete substantial execution of everything described, shown, or reasonably implied under this contract and within the time specified herein.

The contractor shall give to the Engineer full information in advance as to his plans for carrying on any part of the work. If at any time before the beginning, or during the progress of the work, any part of the contractors plant, equipment, or any of his methods of execution of the work appear to the Engineer to be unsafe, inefficient, or inadequate to insure the required quality or rate of progress of the work, he may suggest that the contractor increase or improve his facilities or methods, but neither compliance with suggestions nor failure of the Engineer to make any suggestions shall relieve the contractor from his obligation to secure the degree of safety, the quality of the work, and the rate of progress required of the contractor. The contractor alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment, and methods.

At any time after the contractor has commenced work he shall not cease work without the approval of the Engineer. If the contractor ceases work without the necessary approval for more than two (2) working days, it shall be assumed that the work is abandoned and the Surety shall be so notified.

GC-15 Starting of Work

The contractor shall begin work within fifteen (15) calendar days from the date of the "Notice to Proceed" and shall diligently prosecute the same to completion before the expiration of the number of calendar days provided herein. Prior to the commencement of work a preconstruction conference will be mutually scheduled by the City and contractor, but in no case later than ten (10) calendar days from the date of the "Notice to Proceed".

GC-16 Contractor's Responsibility for Work

- (a) Until the formal acceptance of the work by the City, the contractor shall have the charge and care thereof, and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the work. The contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.
- (b) Neither the City, the Engineer nor their authorized representatives shall be answerable or accountable in any manner for any loss or damage that may

happen to the work, or for any injury or damage to any person or persons, either workman or the public, or for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

- (c) The contractor shall indemnify and save harmless the City, the Engineer, and their authorized representatives from any suits, claims, or actions brought by any person or persons for or on account of any injuries or damages sustained or arising in the construction of the work or in consequence thereof. The City may retain as much of the money due the contractor as shall be considered necessary until disposition has been made of any such suits or claims for damages as aforesaid.

GC-17 *Public Convenience and Safety*

It shall be the responsibility of the contractor and he shall provide and maintain at his own expense all facilities and means for public convenience and safety herein specified in accordance with the provisions of the contract. The contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic. Unless other existing streets are stipulated by the City to be used as detours, all traffic shall be permitted to pass through the work.

Residents along the street shall be provided passage as far as practicable. Convenient access to driveways, houses, and buildings along the street shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than one crossing or intersecting street shall be closed at any one time without the approval of the Engineer.

The contractor shall furnish, erect, and maintain such fences, barriers, lights, and signs as are necessary to give adequate warning of any dangerous conditions to be encountered as a result thereof and he shall also erect and maintain such warning and directional signs as may be furnished by the City.

GC-18 *Protection of Utilities*

- (a) *Protection of Utility Facilities*

The contractor shall take all necessary measures to avoid injury to existing surface and underground utility facilities in and near the site of the work. No error or omission on the plans shall be construed to relieve the contractor from his responsibility to protect all underground pipes, conduits, cables, or other structures. The contractor shall indemnify the City and hold it harmless from any and all claims, demands or liability made or asserted by any person or entity

on account of or in connection with any damage to such surface or underground facilities caused by the contractor or any of his agents or subcontractors.

(b) *Existing Utilities*

The plans for the work show the underground utilities on the site of the construction insofar as they are known to the City. The plans may not show facilities apparent from visual inspection of the site or service laterals or appurtenances, the existence of which can be inferred from the presence of other visible facilities such as buildings, meters, junction boxes, etc., on or adjacent to the construction site.

(c) *Relocation of Existing Utilities*

The contractor shall make all arrangements for and pay all costs connected with any necessary relocation of existing surface and underground utility facilities (including, without limitation, poles, guys, conduits, pipes, and mains) affecting the project or the work to be performed under these specifications.

The following utility companies are affected by this section:

Verizon
520 South China Lake Boulevard
Ridgecrest, California 93555
Attn: Lewis Edrozo

Pacific Gas and Electric
1918 "H" Street
Bakersfield, California 93301
Attn: Matt Coleman

Mediacom Cablevision
555 South China Lake Boulevard,
Suite 300
Ridgecrest, California 93555
Attn: Anthony Sobieski

Southern California Edison
510 South China Lake Boulevard
Ridgecrest, California 93555
Attn: Mark Gowin

Indian Wells Valley Water District
500 West Ridgecrest Boulevard
P. O. Box 399
Ridgecrest, California 93555
Attn: Les Cramer

City of Ridgecrest,
Wastewater Division
100 West California Avenue
Ridgecrest, CA 93555
Attn: John Bracken

(d) *Unidentified Existing Utilities*

If in the performance of the work an existing utility is encountered which is not shown on the plans and is not apparent or inferable from visual inspection of the site, the inspector shall be notified immediately. The Engineer will determine

whether existing utility shall be relocated or whether the contractor shall work around the existing utility. The determination of the Engineer shall be incorporated in an appropriate Change Order for extra work pursuant to paragraph GC-65 - Payment of Extra, Additional, or Omitted Work.

GC-19 Cooperation of Contractor

The contractor shall at all times have on the work site a copy of the plans and specifications therefore, and at all times while work is being actually carried on, he shall be upon the work site himself or have a competent person in charge who shall be authorized to receive and execute orders from the Engineer in matters pertaining to the performance of the contract.

GC-20 Plans to be Furnished by Contractor

The contractor shall supply such working plans of devices or installations furnished and performed under this contract as are called for herein or are required by the Engineer to make clear the details of construction and of devices. Unless otherwise herein specified, such plans shall be submitted to the Engineer for his approval upon his request. Should any plans furnished by the contractor not be approved by the Engineer, the contractor shall make the revisions required and again submit them to the Engineer for approval.

After due approval by the Engineer, these plans shall become a part of this contract and the work shall be done in conformity therewith. No such work shall be begun or devices purchased until the plans covering it or them have been approved.

The contractors plans may be submitted for tentative approval before tracing and after approval of the finished tracings, three prints of each thereof shall be delivered to the Engineer. All plans furnished by the contractor shall be finished plans, neat, legible, to scale and to as large a scale as may be appropriate to clearly show the required data.

GC-21 Approval of Contractor's Plans and Liability

Approval by the Engineer of any plans or any method of work proposed by the contractor shall not relieve the contractor of any of his responsibility for any errors therein and shall not be regarded as any assumption of risk or liability by the City or any officer or employee thereof, and the contractor shall have no claim under this contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that the Engineer has no objection to the contractor's taking his own full responsibility for the plan or method that the contractor proposes.

GC-22 Use of Premises

The contractor shall confine his apparatus, storage of materials, and construction operations to such limits as may be directed by the City, and shall not reasonably encumber the premises with his materials.

The contractor shall enforce any instructions of the City regarding signs, advertising, fires, danger signals, barricades, and smoking, and shall require all persons employed on the work site to comply with all building, posted, or institutional regulations while on the premises.

GC-23 *Equipment*

The use of equipment which is obsolete as to type, in bad condition or worn out will not be permitted on the work. The contractor shall provide adequate and suitable equipment and plants to meet the requirements of the work, and when ordered by the Engineer shall remove unsuitable equipment from the work and discontinue the operation of unsatisfactory plants.

GC-24 *Obstructions*

The contractor shall remove at his own cost all trees, stones, debris, and other obstructions that may be encountered in the execution of the work.

GC-25 *Changed Conditions*

Should the contractor encounter, or the Engineer discover during the progress of the work, subsurface or latent conditions at the site or sites materially different from those shown on the plans or indicated in the specifications, the Engineer will promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications he will at once make such changes in the plans and/or specifications as he may find necessary.

GC-26 *Existing Landscaping*

The contractor shall restore or cause to be restored at his expense all landscaped areas whether within public right-of-way, City acquired easements or City owned property which are disturbed, damaged, removed, or destroyed as a result of his work in carrying out any or all provisions of these specifications. Included within the scope of this requirement is the replacement of trees, lawn areas, ornamental gravel, shrubbery, walkways, walls, fences, curbs, and any other decorative plantings or structures so damaged, removed, or destroyed. The contractor shall be further responsible for the care, protection, staking, watering, and fertilizing of such plantings until they have been established sufficiently to flourish under the owner's regular maintenance schedule.

Replacement shall be in kind, condition, type, color, and where practical size.

GC-27 *Removal of Debris, Cleaning, Etc.*

The contractor shall as directed by the City during the progress of the work, remove and properly dispose of the resultant dirt and debris and keep the premises reasonably clear. Upon completion of the work he shall remove all equipment and unused materials provided for the work, put the buildings and premises in a neat and clean condition and do all other cleaning and washing required by the specifications.

GC-28 *Liquidated Damages and Extension of Time*

In case all work called for under the contract in all parts and requirements is not completed within the time as set forth in the Special Conditions, paragraph SC-4 - Commencement, Prosecution, and Completion of Work, damage will be sustained by the City for loss of use of the project. The contractor agrees that it is impractical to determine accurately the loss or damage sustained by the City and that the amount set forth as liquidated damages in the Special Conditions shall constitute compensation for such losses. The contractor further agrees to pay said liquidated damages as herein provided, and in case the same are not paid agrees that the City may deduct the amount thereof from any monies due or that may become due the contractor under the contract.

The contractor shall not be assessed with liquidated damages during any delay beyond the time named for the completion of the work caused by acts of God, public enemy, the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors due to such causes.

Should any delays occur which the Engineer may consider unavoidable as herein defined, the contractor shall, pursuant to his written application, be allowed an extension of time beyond the time herein set forth equal to said delay or delays in which to complete this contract. If an extension of time is not granted, the contractor shall be assessed with liquidated damages.

GC-29 *Compensation to the City for Extension of Time*

In case the work called for under this contract is not completed within the time limit stipulated, the City shall have the right to extend the time of completion. If the time limit is so extended the City shall have the right to charge the contractor and to deduct from the final payment for the work the actual cost to the City for the engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost

of final surveys and preparation of final estimate and the costs accruing by reason of unavoidable delays shall not be included in such charges.

GC-30 *General Guaranty*

Neither the final certificate of payment nor any provision in the contract nor partial or entire use of occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the contract or relieve the contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

The contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the final acceptance of the work, unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

GC-31 *Contract Security*

The contractor shall furnish a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and shall furnish a separate bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract. The aforesaid bonds shall be in form satisfactory to the City and with good and sufficient surety acceptable to the City.

GC-32 *Bondsmen's Waiver of Right to Notification*

The bondsmen shall have familiarized themselves with all conditions and provisions of these specifications, and they waive the right of special notification of any change or modification of this contract, of extension of time, of decreased or increased work, of the cancellation of the contract or of any other act or acts by the City or their authorized agents under the terms of this contract. Failure to so notify bondsmen of changes shall in no way relieve the bondsmen of their obligation under this contract.

GC-33 *Insurance*

- (a) In addition to such other insurance that may be required under this contract, the contractor shall provide adequate Workmen's Compensation Insurance for all employees employed under this contract on the project who may come within the protection of the Workmen's Compensation Laws.
- (b) The insurance required by this section shall be written for not less than limits of liability specified in the contract documents or required by law, whichever coverage is greater. The insurance shall be purchased from a company or companies lawfully authorized to do business in the jurisdiction in which the

project is located. Coverages shall be written on an occurrence basis without interruption from the date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment. Certificates of insurance acceptable to the City shall be filed with the City in triplicate prior to the commencement of work by the contractor. If any of the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. Information concerning reduction of coverage shall be furnished by the contractor with reasonable promptness in accordance with the contractor's information and belief.

- (c) The contractor shall be responsible for proper and adequate Workmen's Compensation coverage for all his subcontractor's operations, and in the event that the contractor's insurance does not cover each and every subcontractor, certificates of insurance issued on policies by companies that may be acceptable to the City covering each and every subcontractor shall be filed with the City prior to the commencement of such subcontract operations.
- (d) If the contractor has fully satisfied the City of his responsibility and capacity under the applicable Workmen's Compensation Laws, if any, to act as self-insurer, he may so act and in such a case the insurance required by Article (a) of this section need not be provided.
- (e) The contractor shall obtain insurance against loss by fire, earthquake or other hazards and, when required by the Special Conditions, shall furnish certificates of such insurance to the City.
- (f) In the event that the form of any policy or certificate, the amount of the insurance or the companies writing same are not satisfactory to the City, the contractor shall furnish other policies or certificates in form and amount, with companies satisfactory to the City. The contractor shall not cause any policy to be canceled, or permit it to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the City not less than thirty (30) days thereafter stating when such cancellation or reduction shall be effective. All certificates of insurance, authenticated by the proper officer of the insurer, shall state in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above mentioned notice of cancellation clause.

GC-34 *Public Liability and Property Damage Insurance*

- (a) The contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and the City, and all officers, agents and employees of the City, from all claims for personal injury including accidental death as well as from all claims for property damage arising from operations under this contract. The amounts of such insurance shall be as hereinafter set forth.
- (b) The contractor shall require the subcontractors, if any, to take out and maintain similar Public Liability and Property Damage Insurance. The amounts of such insurance shall be as hereinafter set forth.
- (c) In case any of the work under this contract is to be performed on or at the site of the project by a subcontractor, the contractor shall also take out and maintain such Contingent or Protective Insurance and will protect him and the City and all officers, agents and employees of the City from damage claims arising from the operations of any subcontractor. The amounts of such insurance shall be as hereinafter set forth.
- (d) If any subcontractor shall subcontract any portion of his subcontract, the contractor shall require him to take out and maintain such Contingent or Protective Insurance as will protect such subcontractors from damage claims arising from the operations of the second subcontract. Such contingent or protective insurance shall be in the same amount as the primary subcontractor's insurance.
- (e) As above provided, the contractor shall take out and maintain:

For a contract bid of less than \$50,000:

Public Liability Insurance for injuries, including accidental death to any person, in an amount not less than	\$500,000
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Subject to the same limit for each person on account of one accident in an amount not less than	\$500,000
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For a contract bid of equal to or greater than \$50,000 and less than \$150,000:

Public Liability Insurance for injuries, including accidental death to any person, in an amount not less than	\$1,000,000
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Subject to the same limit for each person on account of one accident in an amount not less than \$1,000,000

For a contract bid equal to or greater than \$150,000 and less than \$250,000:

Public Liability Insurance for injuries, including accidental death to any person in an amount not less than \$1,500,000

Subject to the same limit for each person on account of one accident in an amount not less than \$1,500,000

For a contract bid equal to or greater than \$250,000:

Public Liability Insurance for injuries, including accidental death, in an amount not less than \$3,000,000

Subject to the same limit for each person on account of one accident in an amount not less than \$3,000,000

Property Damage Insurance in an amount not less than \$250,000

Contractor's Contingent or Protective Insurance for Public Liability and Property Damage in the amount not less than the respective amounts noted above.

- (f) As above provided, the contractor shall require all subcontractors, whether primary or secondary, to take out and maintain Public Liability and Property Damage Insurance in amounts not less than the following:

<i>Subcontracts</i>	<i>Public Liability Insurance</i>		<i>Property Damage Insurance</i>
	<i>Injury to 1 Person</i>	<i>Aggregate</i>	
Less than \$1,000	\$ 40,000	\$ 40,000	\$ 20,000
1,000 to 5,000	100,000	200,000	50,000
5,000 to 20,000	150,000	300,000	75,000
20,000 to 50,000	200,000	400,000	100,000
50,000 and above	1,000,000	2,000,000	200,000

- (g) *Indemnification* - The contractor shall indemnify and save the City, its officer, agents, and employees, free and harmless from any and all costs, damages, or liability, including attorney's fees, arising out of any act or omission to act including any negligent act or omission to act of contractor, its officers, agents, subcontractors, and employees with respect to the performance of the work or of any of the contractor's obligations under this contract, except when such loss or damage was caused by the sole negligence or willful misconduct of the City, its officers, agents, or employees.

In addition to the foregoing, Contractor shall reimburse the City all costs, including attorney's fees, incurred by the City in handling, responding to, or litigating stop notice claims or other demands against funds due to the contractor or against the contractor's payment bond by contractor's officers, agents, or employees, including subcontractors.

- (h) *No Personal Liability* - Neither the Mayor, City Council, Engineer, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the contract.
- (i) *Responsibility of City* - The City of Ridgecrest shall not be held responsible for the care or protection of any materials or parts of the work prior to final acceptance, except as expressly provided in these specifications.
- (j) *Insurance Certificate* - All insurance certificates submitted shall name the City of Ridgecrest, its officers, agents, and employees as additional insured.

GC-35 ***Materials or Equal Clause***

Unless otherwise specifically provided in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this contract are to be of the best available grade of their respective kinds. Whenever in the specifications any material, article, device, product, fixture, form, type of construction, or process is indicated or specified by patent or proprietary name, by name of manufacturer or by catalog number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material or process desired, and shall be deemed to be followed by the words "or equal". The Engineer shall be the sole judge as to the equality of the substituted article, but the burden of demonstrating equality and costs of any test required for this purpose shall be borne by the contractor.

GC-36 ***Warranty of Title***

No material, supplies, or equipment for the work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which

an interest therein or in any part thereof is retained by the seller or supplier. The contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by him to the City free from any claim, liens, or charges and further agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any work covered by this contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon, provided that this shall not preclude the contractor from installing metering devices and other equipment of utility companies, the title of which is commonly retained by the utility company. In the event of the installation of any such metering device or equipment, the contractor shall advise the City as to the legal owner thereof. Nothing contained in this article however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the contractor for their protection or any rights under any law permitting such persons to look to funds due the contractor in the hands of the City. The provisions of this article shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

GC-37 *Patents*

The contractor shall hold and save the City and its officers, agents, servants and employees harmless from liability of any nature or kind including all costs and legal expense for or on account of any patented or unpatented inventions, process, article, or appliance manufactured for or used in the performance of the contract, including its use by the City, unless otherwise specifically stipulated in the contract.

GC-38 *Protection of Materials and Work*

- (a) The contractor shall be responsible for all damages to persons or property that occurs as a result of his fault or negligence in connection with the prosecution of the contract.

The contractor shall be responsible for the proper care and protection of all materials delivered and the work performed until completion and final acceptance by the City. The contractor shall promptly comply with all reasonable requests of the City to enclose or specially protect such materials or work.

- (b) The contractor shall provide such heat, covering, and enclosure as are necessary to protect all work and materials against damage by weather conditions.
- (c) The contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid

damage thereto, and he shall be at his own expense completely to repair any damage thereto caused by his operations.

- (d) As required by law, the contractor shall shore up, brace, underpin, and protect as may be necessary all foundations and other parts of all existing structures adjacent to and adjoining the site of the project, which are in any way affected by the excavations or other operations connected with the completion of the work under this contract. Whenever any notice is required to be given by the City or the contractor to any adjoining or adjacent land owner or other party before commencement of any work under this contract, such notice shall be given by the contractor. The contractor shall indemnify the City and save it harmless from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (e) In an emergency affecting the safety of life or property, including adjoining property, the contractor, without special instructions or authorization from the owner of such property, is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act if instructed to do so by the City.

GC-39 Defective Work and Materials

No work which may be defective in its construction or deficient in any of the requirements of these specifications will be considered as accepted in consequence of the failure of any officer of the City to point out such defect or deficiency during construction and the contractor shall correct such imperfect work whenever discovered.

GC-40 Tests

The cost of any inspections and tests of materials made by or at the request of the City shall be borne by the Contractor.

Where such inspections and testing are to be conducted by an independent laboratory or agency, the sample or samples of materials to be tested shall be selected by such laboratory or agency or the City's representative and not by the contractor.

GC-41 Samples and Tests

All materials shall be of the quality and fully equal to the samples when required.

All tests of materials furnished by the contractor shall be made by the Engineer in accordance with commonly recognized standards of national organizations. The

contractor shall furnish such samples of all materials as are requested by the Engineer without charge. No material shall be used unless it has been approved by the Engineer.

GC-42 ***Wage Scales***

The copy of wage scales on file in the City Clerk's office, based on an eight (8) hour day, forty (40) hour week, except as otherwise noted, has been regularly adopted by the City by resolution determining the prevailing rate of per diem wages in the locality in which the public work herein provided is to be done for each craft or type of workman needed to execute the contract, said copy of which wage scale is hereby referred to and made a part hereof.

There shall be paid to each laborer or mechanic of the contractor or subcontractor engaged in work on the project under this contract in the trade or occupation listed in the Wage Schedule referred to and made a part of this contract, not less than the wage rate set opposite each trade or occupation listed therein regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and their laborers or mechanics.

Any laborer or mechanic employed to perform work on the project under this contract, which work is not covered by any of the classifications listed in the Wage Schedule shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to the work to be performed by him.

The wage rates specified in the Wage Schedule are minimum rates only and the City will not consider any claims for additional compensation made by the contractor because of payment by the Contractor of any wage rate in excess of the applicable rate contained in this contract. All disputes in regard to the payment of wages in excess of those specified in this contract shall be adjusted by the contractor.

Except as may otherwise be required by law, all claims and disputes pertaining to the classification of labor employed on the project under this contract shall be decided by the City.

Nothing contained herein shall be deemed as superseding any applicable laws, orders, or regulations issued by competent authority governing wages, hours of work or the employment of labor, nor as condoning any violation of such laws, orders or regulations.

GC-43 ***Forfeiture of Wage Underpayments***

The contractor shall comply with the provisions of California Labor Code Section 1775 and shall forfeit to the City **FIVE HUNDRED DOLLARS (\$500.00)** for each calendar day or portion thereof for each workman paid less than the stipulated prevailing rates for

any work done under this contract by him or by any subcontractor. The City shall withhold amounts so forfeited pursuant to Section 1727 of the California Labor Code.

GC-44 Apprentices

The minimum wage rates, if any, specified in this contract for apprentices shall apply only to persons working with the tools of the trade they are learning under the direct supervision of journeymen mechanics. Except as otherwise required by law, the ratio of apprentices to journeymen in each trade or occupation employed by the contractor or subcontractor shall not exceed the ratio determined in the apprenticeship agreements entered into under Chapter 4, Division 3 of the Labor Code, or in the absence of such agreements, the ratio shall not exceed one (1) apprentice to each five (5) journeymen regularly employed by the contractor.

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1963) and 1777.6 of the Labor Code concerning the employment of apprentices by the contractor or any subcontractor under him.

Section 1777.5, as amended, requires the contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one (1) to five (5) except:

- (a) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the ninety (90) days prior to the request for the certificate; or
- (b) When the number of apprentices in training in the area exceeds a ratio of one (1) to five (5); or
- (c) When the trade can show that it is replacing at least one thirtieth (1/30) of its membership through apprenticeship training on an annual basis statewide or locally; or
- (d) When the contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one (1) apprentice to eight (8) journeymen.

The contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or

journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The contractor and subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

GC-45 Qualification for Employment

No person under the age of sixteen (16) years shall be employed on the project under this contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the project under this contract, provided that this shall not operate against the employment of physically handicapped persons otherwise employable, where such persons may be safely assigned to work which they can ably perform. No person currently serving sentence in a penal or correctional institution and no inmate of an institution for mental defectives shall be employed on the project under this contract.

GC-46 Nondiscrimination

There shall be no discrimination by reason of race, religious creed, color, national origin, ancestry, physical handicap, medical conditions, marital status, sex, age, or political affiliations in the employment of persons qualified by training and experience for work on the project under this contract.

GC-47 Collective Bargaining

The legal rights of all workers on the project to organize and to bargain collectively, to be protected from the requirements to join a company union and to enjoy freedom of expression and action with respect to wages, hours, and conditions of labor shall not be infringed.

GC-48 Accident Prevention

Precaution shall be exercised at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated.

GC-49 Sanitary Facilities

The contractor shall provide and maintain at his own expense sufficient chemical sanitary toilets or other approved sanitary toilets for the use of his employees. These facilities shall conform to all requirements of the Health Department having jurisdiction.

GC-50 Authority of the Engineer

The Engineer shall decide any and all questions which may arise as to the quality and acceptability of the work performed, the quality and acceptability of materials furnished, and the manner of performance and rate of progress of the work. He shall decide all questions which may arise as to the interpretation of the plans and specifications and all questions as to the acceptable fulfillment of the contract on the part of the contractor and as to compensation. His decisions shall be final and he shall have authority to enforce and make effective such decisions and orders as the contractor fails to promptly carry out.

GC-51 Inspection

The City and its authorized representative shall at all times have access to all parts of the work and to the shops wherein the work is in preparation for the purpose of inspection, and the contractor shall at all times maintain proper facilities and provide safe access for such inspection. All work done and all materials furnished shall be subject to the inspection of the Engineer.

All work done under this contract will be subject to rigid inspection. The Engineer shall have access to all parts of the work at all times. Work or material that does not conform to the specifications may be rejected at any stage of the work. The contractor shall remove and rebuild at his own expense any part of the work that has been improperly executed.

Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out any portion thereof, the contractor shall on request promptly furnish all necessary facilities, labor, and materials. If such work is found to be defective in any respect due to the fault of the contractor or his subcontractor he shall defray all the expenses of such examinations and of satisfactory reconstruction. If however, such work is found to meet the requirements of the contract, the additional cost of labor, materials, and equipment necessarily involved in such examination and replacement plus fifteen percent (15%) for overhead and profit shall be allowed the contractor. The Engineer's determination shall be final.

Where the specifications require work to be specifically tested or approved it shall not be tested or covered without timely notice to the City of its readiness for inspection. If said work is covered without the approval or consent of the City, it must, if required by the City, be uncovered for examination at the contractor's expense.

GC-52 ***Interpretation of Specifications***

Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in the specifications or plans, the matter shall be referred to the Engineer, who shall decide the true intent and meaning as construed by him and his decision shall be binding on the contractor. Suitable instructions will be given or corrections made when any such error is discovered. In case of discrepancy or conflict between the general provisions and special conditions, the special conditions shall govern.

GC-53 ***Conflict, Omission, Etc., in Specifications and Plans***

Anything mentioned in the specifications and not shown on the plans or shown on the plans and not mentioned in the specifications shall be of like effect as if shown or mentioned in both. In case of difference between plans and specifications, if the true intent is not obvious it shall be determined by the Engineer as provided in paragraph GC-52 of these specifications. Omissions from the plans or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the plans and specifications, or which are customarily performed shall not relieve the contractor from performing such omitted or misdescribed details of the work. They shall be performed as if fully and correctly set forth and described in the plans and specifications.

GC-54 ***Checking of Plans***

The contractor shall check all plans furnished him immediately upon their receipt and shall promptly notify the Engineer of any discrepancies. Figures shown on the plans shall in general be followed in preference to scale measurements. Large scale plans shall in general govern over small scale plans. The contractor shall compare all plans and verify the figures before laying out the work, and shall be responsible for any errors which might have been avoided by such comparison.

GC-55 ***Deviations from Specifications and Plans***

Deviations from plans and from the dimensions therein given whether or not error is believed to exist, shall be made only as directed or approved by the Engineer.

GC-56 ***Specifications, Plans, Etc. are Parts of Contract***

These specifications, the plans furnished with the specifications, plans that may be furnished as the work progresses, the information for bidders hereto attached, the proposal submitted by the contractor for doing the work, and furnishing said materials are all made parts of the contract.

GC-57 ***Datum for Elevations***

Unless otherwise designated on the plans, all elevations shown on the plans represent plumb distances in feet and decimals thereof or below mean sea level as established by the United States Coast and Geodetic Survey and adopted as their datum for first order bench marks. All elevations shown on the plans represent plumb distances above said datum.

GC-58 ***Stakes and Marks***

The work will be staked out by the Contractor's Engineer/Surveyor and the contractor shall preserve said stakes and marks. If other stakes and marks are required, the contractor shall give notice of such requirement at least twenty-four (24) hours in advance. The contractor shall dig all holes required for the setting of stakes and shall bear all expenses of resetting stakes. In the event that the stakes and marks are destroyed through carelessness on the part of the contractor and the destruction of these marks causes a delay in the work, the contractor shall have no claim for damages or extension of time.

GC-59 ***Monuments***

The contractor shall not disturb any monuments or stakes on the line of the work without instructions from the Engineer, and the contractor shall bear all expense of resetting same.

GC-60 ***Estimate of Quantities***

The quantities given in the proposal, bid forms, contract forms, legal documents, or the Notice to Contractors are approximate only, being given for the purpose of comparison of bids and/or fixing the amount of bonds, and the City does not, expressly or by implication, agree that the actual work will correspond therewith (any error or mistake either of commission or omission shall be the responsibility of the contractor) but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable and the contractor shall not be entitled to any claim for damage or loss of anticipated profit.

GC-61 ***Payments Based on Actual Quantities Installed***

The quantities stated are approximate only and are subject to either increase or decrease and are stated only for the purpose of comparing bids and fixing the amount of surety bonds. Should the quantities of any of the items be increased, the bidder shall perform the additional work at the unit prices set out in his bid, and should the quantities be decreased, payment will be made on actual quantities installed at such unit prices and

the bidder shall make no claim for anticipated profits or additional compensation for any increase or decrease in the quantities. Actual quantities will be determined upon the completion of the work covered by the contract.

GC-62 ***Measurement and Basis for Payment***

All work completed under the contract will be measured by the Engineer in accordance with the provisions hereinafter set forth and the contractor agrees to accept the compensation as provided in the agreement as full payment for furnishing materials, labor, tools, processes, and equipment necessary to complete the work and for performing all work completed and embraced under the contract.

GC-63 ***Payments to Contractor***

- (a) Payments will be made by the City to the contractor on itemized estimates duly certified and approved by the Engineer based on labor and materials incorporated into said work during the preceding month by the contractor. The City shall retain ten percent (10%) of the amount of each of such estimate.

- (b) In preparing estimates, ninety percent (90%) of the material delivered on the site and preparatory work done may be taken into consideration.

- (c) Upon receipt of a payment request, the City shall:
 - (1) Review the request as soon as practicable after receipt for the purposes of determining that the payment request is a proper payment request.

 - (2) Return any payment request determined not to be a proper payment request suitable for payment within seven (7) days after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

If the City fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from contractor, the City shall pay to the contractor interest equivalent to the legal rate set forth in Subdivision (a) of Section 685.101 of the Code of Civil Procedure. The number of days available to the local agency to make a payment without incurring interest shall be reduced by the number of days by which the local agency exceeds the seven (7) day return requirement as set forth in the previous paragraph.

- (d) The making of any payment to the contractor under this contract shall not relieve the contractor of his obligations hereunder. The contractor is obligated to

complete the contract in its entirety and to deliver to the City such completed work, finished product, or structure as is specified in the contract. Until this contract is fully performed by the contractor, and the work, product or structure produced thereby is accepted by the City, the contractor shall be obligated to repair, replace, restore, or rebuild any fully or partially completed work or structure, or any materials or equipment required to be provided under the contract which may be damaged, lost, stolen, or otherwise injured in any way.

- (e) The contractor shall notify the Engineer in writing of the completion of the work. The completion date, for purposes of computing "Time for Completion" and liquidated damages, if any, will be considered to be the date of the contractor's first written Notice of Completion provided that in the Engineer's judgment, the work is substantially complete and operational at that time.
- (f) Within sixty (60) days after the date of completion of the work of improvement, the retention withheld by the City shall be released. In the event of a dispute between the City and the original contractor, the City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount. For purposes of this section, "completion" means any of the following:
 - (1) The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the City, or its agent, accompanied by cessation of labor on the work of improvement.
 - (2) The acceptance by the City, or its agents, of the work of improvement.
 - (3) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of one hundred (100) days or more, due to factors beyond the control of the contractor.
 - (4) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of thirty (30) days or more, if the City files for record a notice of cessation or a notice of completion.

GC-64 City's Right to Withhold Amounts

In addition to the amount which the City may otherwise retain under the contract, the City may withhold a sufficient amount or amounts of any payment or payments otherwise due the contractor as in its judgment may be necessary to cover:

- (a) Payments which may be past due and payable for just claims against the contractor or any subcontractor for labor or materials furnished for the performance of this contract.
- (b) For defective work not remedied.
- (c) For failure of the contractor to make proper payments to his subcontractors.

The City, at its discretion, may apply such withheld amount or amounts to the payments of such claims. In so doing the City shall be deemed the agent of the contractor and any payment so made by the City shall be considered as a payment made under the contract by the City to the contractor and the City shall not be liable to the contractor for such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims. The City will render to the contractor a proper accounting of such funds disbursed on behalf of the contractor.

GC-65 Payment of Extra, Additional, or Omitted Work

The Engineer may, without notice to the Surety on the contractor's bond, make changes (a) in the designs of materials or machinery, or (b) in the quantities or character of the work or material required. The changes in plans for installation or construction may also include (a) modification of shapes and dimensions of aqueducts, dams, and other structures, and (b) the shifting of locations to suit conditions disclosed as work progresses. All changes authorized by the Engineer under the provisions of this paragraph shall be in writing; otherwise the City shall not pay for any increased cost resulting from said change. Extra work or material shall be paid for as hereinafter provided.

In connection with the work covered by the contract, the Engineer may at any time during the progress of the work, order work or material not covered by the specifications. Such work or material will be classified as extra work and will be ordered in writing. No extra work or material will be paid for unless ordered in writing.

Increases or decreases in the quantity of a contract item of work will be determined by comparing the total pay quantity of such item of work with the Engineer's Estimate therefor. If the total pay quantity of any item of work required under the contract varies from the Engineer's Estimate therefor by twenty five percent (25%) or less, payment will be made for the quantity of work of said item performed at the contract unit price therefor.

Extra work or material, in excess of one hundred twenty five percent (125%) of the Engineer's Estimate, shall be paid for at lump sum and/or unit prices agreeable to the Engineer or if no agreement is possible the charges will be on the basis of actual necessary costs as determined by the Engineer plus fifteen percent (15%) for profit,

superintendence, and general expenses. The actual necessary cost will include all reasonable expenditures for materials, labor, and supplies furnished by the contractor, and a reasonable allowance for the use of equipment where required but will in no case include any allowance for office expenses, general superintendence, or other general expense.

Should the total pay quantity of any item of work required under the contract be less than seventy five percent (75%) of the Engineer's Estimate therefor, the quantity of said item performed will be paid for by adjusting the contract unit price, or at the option of the Engineer, payment for the quantity of the work of such item performed will be made on the basis of extra work as herein provided. The payment for the total pay quantity of such item of work will in no case exceed the payment which would be made for the performance of seventy five percent (75%) of the Engineer's Estimate of the quantity for such item at the original contract unit price.

At the end of each month the contractor shall present in writing any claims for extra work performed during that month and extra material delivered during that month and when requested by the Engineer shall furnish itemized statements of the cost and shall permit examination of accounts, bills, and vouchers relating thereto. No such claim will be allowed which is not presented to the Engineer in writing within thirty (30) days after the close of the month during which the extra work or material covered by such claim is alleged to have been furnished and any such claim not so presented will be deemed to have been waived by the contractor.

GC-66 Costs to the Contractor

- (a) It is understood that, except as otherwise specifically stated in the contract, the contractor shall provide and pay for all materials including all taxes or duties levied thereon, labor, tools, equipment, water, light, power, transportation, superintendence, insurance, bonds, and temporary construction of every nature whatsoever necessary to execute and complete the contract within the specified time.
- (b) Any work necessary to be performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City. The City will charge the contractor for additional inspection and engineering costs incurred as a result of this extra time worked.
- (c) The contractor shall at his own expense construct such roadways, embankments, shoring, temporary supports, and falsework as may be required for proper prosecution of the work under this contract.
- (d) Whenever in the opinion of the City there shall arise outside of the regular working hours an emergency involving service to the public or danger to public

safety as the result of operations by the contractor, such emergency work shall be performed by the City and its cost borne by the contractor. The performance of such emergency work by City forces will not relieve the contractor of any of his responsibilities, obligations, or liabilities under the contract. Charges assessed by the City will be deducted from the next earnings payment due the contractor.

GC-67 Withheld Contract Funds

The contractor may, at his sole cost and expense, substitute securities for any monies which would otherwise be withheld by the City to insure performance under the contract. Such securities shall be deposited with the Agency or with a state or federally chartered bank as escrow agent who shall pay such monies to the contractor upon satisfactory completion of the contract. The contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for investment under this section shall include those listed in Government Code Section 16430 or Bank/Savings and Loan Certificates of Deposit. In order to substitute securities, the contractor shall enter into an agreement with the City entitled "Agreement Concerning Investment of Funds" as attached to the contract.

SPECIAL CONDITIONS
SECTION III

SPECIAL CONDITIONS

SC-1 Requirements

The work involves the rehabilitation of an existing asphalt concrete roadway, including cold-planing, hot mix asphalt concrete overlay and striping. Also included in the scope of work is the construction of new ADA accessible ramps, installation of truncated domes, raising of manholes, valves and monuments, replacement of existing siphons, replacement of existing cross gutters, installation of sidewalks and minor concrete improvements.

SC-2 Plans

The plans show the location of the work, its nature, extent, and other requirements in connection with the proposed construction.

SC-3 Bidding and Contract Schedule

Bids will be accepted until **TBD**. A bid will be accepted or all bids rejected within sixty (60) calendar days after the bid opening. The contract shall be signed and bonds furnished within fifteen (15) calendar days after Notice of Award to the contractor by the City.

SC-4 Commencement, Prosecution, and Completion of Work

The work covered by these specifications shall be completed within **Sixty (60)** working days. Time extensions may be granted under provisions of paragraphs GC-28, GC-29, and SC-5. This working period includes what is considered to be sufficient time for the contractor to obtain materials for the job. Whenever in the opinion of the City there shall arise outside of regular working hours on the contract an emergency involving service to the public or danger to the public safety, the City's forces will handle such emergency work. If such emergency arises or is the result of operations by the contractor, cost of corrective measures will be billed to the contractor as provided in paragraph SC-6. The performance of such emergency work by City forces will not relieve the contractor of any of his obligations or liabilities under the contract. Work shall be continued at all times by the contractor with such force and equipment as will be sufficient in the judgment of the Engineer to complete it within the specified time

SC-5 Failure to Complete Work Within Specified Time

Should the contractor fail to complete the work within the specified time designated in paragraph SC-4, plus extra time as may have been allowed for delays by formal extension granted by the City, a deduction of **five hundred dollars (\$500.00)** per working day will

be made upon payments by the City to the contractor hereunder for each and every calendar day that the work remains incomplete after the date set for its completion.

SC-6 Contract Payments

Progress payments will be made in accordance with paragraph GC-63. Upon completion of the work, ninety percent (90%) of the lump sum less any amounts due the City from the contractor for supplies, materials, services, damages, or otherwise, deductible under the terms of the contract, shall be made upon approval of the City Council of the City of Ridgecrest. Payment of the entire balance due the contractor for work performed will be made within sixty (60) days after the date of completion of the work of improvement in accordance with section GC-63. The amount of this balance due shall consist of the total contract value of the work performed by the contractor less the total of all payments previously made to him and less all amounts due the City from the contractor for supplies, materials, services, damages, or otherwise, deductible under the terms of this contract, all as determined by the Engineer's final estimate.

Contractor shall submit individual and separate invoices for each of the three (3) projects/phases.

SC-7 Bid Guarantee

All bids must be accompanied by a certified cashier's check or a bid bond for ten percent (10%) of the amount of the proposal. The deposit submitted by the three (3) lowest bidders will be retained until a contract has been awarded. Following the award of a contract, the deposit of the successful bidder will be returned upon execution of a contract with the City. The deposits submitted by all other than the three (3) low bidders will be returned as soon as all bids have been opened, checked and declared to the City Council. Should a bidder fail to execute a valid contract offered to him by the City, his deposit will be forfeited to the City.

SC-8 Bidding Procedures and Responsibility

The City reserves the right to reject any bid of any contractor who, in the judgment of the City, or is poorly qualified or equipped to do the work or has prior claims against the City or has preformed poor workmanship on past City projects. The City reserves the right to reject any bid based on conditions or contingencies imposed by the bidder on his bid.

SC-9 Guarantee

The contractor guarantees the work and materials furnished by him for one (1) year after the Notice of Completion has been recorded by the City and that work performed by him under this contract will be the best of its class, will be performed in the best manner and

that both work and materials furnished by him will meet fully the requirements of these specifications. Should the contractor fail to act promptly in accordance with the guarantees of paragraph GC-30 or should the situation require immediate repairs or replacement to be made before the contractor can be notified or respond to notification, the City may at its option make the necessary repairs or replacement and the contractor shall pay the City the actual cost of such repairs plus fifteen percent (15%).

SC-10 Safety

All safety orders, rules, and recommendations of the Federal Government and the Division of Industrial Safety of the Department of Industrial Relations of the State of California applicable to the work to be done under this contract shall be obeyed and enforced by the contractor. The contractor shall comply with applicable local regulations.

Sufficient and adequate signs, lights, barricades, and cones shall be furnished, placed, and maintained throughout the construction project as may be deemed necessary by the contractor to adequately protect the public from injury or unnecessary inconvenience due to the construction operations. When traffic is to be interrupted or detoured, adequately equipped and instructed flagmen shall be provided by the contractor as deemed necessary by the contractor.

When, in the opinion of the Engineer, additional traffic control, traffic control devices, placement or removal of material, or any other safety related activities are needed to more adequately protect the public either from injury or from unnecessary inconvenience attributable to the construction operations, the contractor shall carry out such additional safety precautions as are directed by the Engineer.

Payment to the contractor for all costs incurred by him in conforming to this section and paragraph SC-18 - Maintaining Traffic, shall be considered as included in payment for other items of work and no additional special payment will be made therefore.

SC-11 Inspection, Licenses, and Permits

The contractor shall possess such state and local licenses as are required by law and shall furnish satisfactory proof to the Engineer upon request that such licenses are in effect during the entire period of the contract. The contractor shall obtain a current City of Ridgecrest Business License prior to start of work.

SC-12 Damage to Facilities Prior to Acceptance

Any facilities installed under this contract which are damaged prior to City acceptance shall be replaced by the contractor at his expense with materials approved by the City. The contractor shall be charged for any such material furnished by the City.

SC-13 Precedence

Where types or classes of work not covered in these specifications must be performed, the work shall be done in accordance with the latest revised appropriate standards designated by the Engineer. The Engineer shall determine the appropriateness and applicability of the specifications to be applied. The utilization of all the materials shall be in accordance with the manufacturer's recommendations except where otherwise specified.

SC-14 Investigation of Site

Each bidder shall study the plans and specifications and investigate the site of the work. He shall determine the actual conditions and requirements of the work, character, and amount of all necessary classes of labor and materials that may be required and all circumstances and conditions that affect the cost of the work. He shall include in his bid price any and all expenses or cost that may be necessary to complete the project in accordance with the requirements of this contract. The bidder hereby certifies that he has examined the local conditions, has read each and every clause of the specifications and agrees that if he is awarded the contract he will have no claim against the City based upon ignorance of the local conditions or misunderstanding of the provisions of the contract or specifications.

SC-15 Lines, Grades, and Locations

The Contractor will conduct initial survey to establish the alignment stationing and grades of the work. The contractor will at his expense establish and restore any of the initial survey points so furnished by the Contractor which may have been destroyed, lost, or obliterated after their initial establishment.

SC-16 Water

Water required by the contractor for construction purposes shall be furnished by the Indian Wells Valley Water District at contractor expense and the contractor shall conform to all rules and regulations of said District.

SC-17 Private Property Improvements

All improvements on private property shall be preserved where possible; however, the replacement of landscaping, fencing, concrete, and other private improvements will be the responsibility of the contractor and will be required unless otherwise shown on the plans.

SC-18 Maintaining Traffic

Attention is directed to Section 7-10 of the Standard Specifications. The contractor will be required to furnish the City a work schedule sufficiently detailed so that the City may ascertain therefrom what effect the contractor's proposed construction program will have on traffic through the construction area. The contractor's plan for traffic shall be submitted to and approved by the Engineer.

The contractor shall conduct his operations so as to offer the least possible obstruction and inconvenience to the public and he shall have under construction no greater amount of work than he can prosecute properly with due regard to the rights of the public. Temporary approaches at private driveways shall be provided as needed and when ordered by the Engineer and shall be kept in good condition. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately at the contractor's expense.

General Traffic Control Requirements

1. Contractor shall provide all necessary detour signs, warning signs, safety devices, and flagmen as required for the benefit and safety of the traveling public.
2. Contractor shall assure that adequate ingress and egress is provided to all commercial establishments adjacent to the work at all times.
3. Contractor shall assure that residents of residential properties adjacent to the work are afforded reasonable and safe access to their property, and that overnight parking of their vehicles on such property is not restricted except when suitable on-street parking is available.

CONSTRUCTION TECHNICAL SPECIFICATIONS
SECTION IV

SECTION 01110 – SUMMARY OF WORK

PART 1: GENERAL

1.1 Description

- A. The work to be performed under this Contract consists of furnishing all labor, materials, tools and equipment and constructing complete and in place improvements for the City of Ridgecrest Downs St. Rehabilitation Project as shown on the Contract drawings as specified herein.

The work shall consist of performing earthwork, an asphalt concrete paving overlay including, but not limited to edge grinding, raising to grade valve boxes and manhole frames and covers, traffic striping, installation of handicap ramps, and other miscellaneous improvements and appurtenances. The Contractor shall perform all work necessary to deliver to the City, a complete and fully functional project.

The work to be done consists of the furnishing by the Contractor of all labor, materials equipment and other facilities necessary in the performance of the work. The Contractor shall perform any work which is not detailed in the Plans and Specifications but which is obviously required to make the project complete and operable. Questions regarding the intent of the Plans and Specifications shall be referred to the City whose decisions thereon shall be final.

Some information pertaining to subsurface and other conditions, which may affect the cost of performing the work, may be shown on the Plans and Specifications. While it is believed that any such information is reasonably correct, the City does not warrant either the completeness or accuracy of such information. It is the responsibility of the Contractor to ascertain the existence of all subsurface and other conditions affecting his cost of doing the work as may be disclosed by a reasonable examination of the site.

- B. All work will be performed under a single contract.
- C. All invoicing must be separated by phase.

- 1.2 Location:** The project improvements will be located in the City of Ridgecrest, Kern County, California.

Phase 1: Downs Street, Inyokern Road (SR178) to West Ward Avenue

Phase 2: Downs Street, West Ward Avenue to Drummond Avenue

Phase 3: Intersection of Downs Street and West Felspar Avenue

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

- 4.1 Payment:** Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price and no additional compensation shall be made therefor.

**END
SECTION 01110**

SECTION 01120 – WORK BY OTHERS

PART 1: GENERAL

- 1.1 Work by Others:** The City, or other Contractors, or utilities will be working within the project area while this work is in progress. The Contractor shall schedule the work in conjunction with such other organizations to minimize mutual interference.
- 1.2 Responsibility for Performance by Others:** If any part of the work depends, for proper execution or results, upon the performance by others, the Contractor shall inspect and promptly report to the City any apparent discrepancies or defects in such performance that render it unsuitable for such proper execution or result of the work. Failure of the Contractor to so inspect and report shall constitute an acceptance of the performance by others as fit and proper for the work except as to defects which may develop in the performance by others after execution of the work.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

- 4.1 Payment:** Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price and no additional compensation shall be made therefor.

**END
SECTION 01120**

SECTION 01150 – STANDARD SPECIFICATIONS

PART 1: GENERAL

- 1.1 Standard Specifications:** The Standard Specifications as referred to in these Specifications shall be; State of California Department of Transportation Standard Specifications (May 2006 edition).
- 2.1** Where the term "Standard Specifications" is used, it refers to the Standard Specifications of the California Department of Transportation, May 2006 edition. "Standard Plans" means the Standard Plans of the same Agency, May 2006 edition.

AMENDMENTS TO MAY 2006 STANDARD SPECIFICATIONS

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

The amendments that apply to this project are dated: **March 8, 2010**

A copy of the current amendments are available at http://www.dot.ca.gov/hq/esc/oe/specs_html/2006_specs.html or by contacting the City of Ridgecrest.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

- 3.1 Hierarchy of Specifications:** The Contractor shall comply with these Project Specifications. The Standard Specifications shall be referenced for issues not addressed by these Project Specifications.

PART 4: MEASUREMENT AND PAYMENT

- 4.1 Payment:** Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price and no additional compensation shall be made therefor.

**END
SECTION 01150**

SECTION 01151 – MOBILIZATION

PART 1: GENERAL

- 1.1 Preparatory Work:** Mobilization conforming to Section 11 of the Standard Specifications shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of offices, buildings, secured equipment and materials storage areas, demobilization and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.
- 1.2 Permits:** Mobilization shall also consist of obtaining all necessary permits, bonds and licenses from the City of Ridgecrest, and payment of all fees needed for all work shown on the Plans and Specifications and as directed by the City.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

- 4.1 Mobilization:** Payments for mobilization shall be in compliance with Section 11-1.02 "Payment" of the Standard Specifications except that no payment for mobilization, partial or otherwise, shall be made until the Contractor has secured all necessary permits, bonds and licenses and has paid all applicable fees.

Payment for mobilization shall be made at the time of the first progress payment after the Contractor has purchased bonds and insurance.

The Contract lump sum price paid for mobilization will include all work for Base Bid plus the Alternate bid if selected. No additional unit costs will be paid separately for the Alternate Bids selected.

The Contract lump sum price paid for mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in mobilization and demobilization as specified herein.

**END
SECTION 01151**

SECTION 01310 – PROJECT COORDINATION

PART 1: GENERAL

- 1.1 Project Coordination:** It shall be the responsibility of the Contractor to maintain overall coordination of the work. Based on the general contract Construction Schedule prepared in accordance with these Specifications, the Contractor shall obtain from each subcontractor, including the private utility companies, Mediacom, Indian Wells Valley Water District, Southern California Edison, Verizon, and PG&E, a similar schedule and shall be responsible for all parties maintaining these schedules or for coordinating changes necessitated in order to meet the specified time of completion of the work.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

- 4.1 Payment:** Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price and no additional compensation shall be made therefor.

**END
SECTION 01310**

SECTION 01312 – PROJECT MEETINGS

PART 1: GENERAL

- 1.1 Narrative Reports:** The Contractor shall submit a narrative report as a part of his monthly progress review and update, in a form agreed upon by the Contractor and the City. The narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.
- 1.2 Schedule:** After each monthly update, the Contractor shall submit to the City one (1) print of the last accepted Construction Schedule, marked up in red in accordance with the monthly review; and one (1) bond and three (3) blue-line copies incorporating the updated schedule information.
- 1.3 Revision to Schedule:** The Contractor shall submit a revised Construction Schedule for any of the following reasons:
- A. When delay in completion of any activity or group of activities indicates an overrun of the Contract time or control point requirement by ten (10) working days or ten (10) percent of the remaining duration, whichever is less.
 - B. Delays in submittals or deliveries or work stoppage are encountered which make replanning or rescheduling of the work necessary.
 - C. The schedule does not represent the actual prosecution and progress of the project as being performed in the field.
 - D. All areas of work may not be available at the start of work. Lack of availability may be due to flooding, storage of equipment or materials or lack of easement or permit. The Contractor shall adjust his schedule as necessary. Construction need not be continuous but may consist of discontinued segments. No additional pay shall be allowed for schedule adjustments and will be included in the various bid items.
- 1.4 Acceptance of Revised Schedule:** Acceptance of the revised Construction Schedule and all supporting data is contingent upon compliance with all other paragraphs of this Section and any other previous agreements or requirements with or by the City.
- 1.5 Cost of Revisions:** The cost of revisions to the Construction Schedule resulting from contract changes will be included in the cost for the change in work, and will be based on the complexity of the revision or Change Order, man-hours expended in analyzing the change, and the total cost of the change.

The cost of revision to the Construction Schedule not resulting from authorized contract changes will be the responsibility of the Contractor, with no additional compensation.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

- 4.1 Payment:** Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price and no additional compensation shall be made therefor.

**END
SECTION 01312**

SECTION 01330 – SUBMITTALS

PART 1: GENERAL

1.1 Record Drawings: The Contractor shall maintain a neatly marked set of record drawings showing the final locations and layout of all mechanical, electrical and instrumentation equipment, piping and conduit, structures, water mains, services, meters and other facilities. Drawings shall be kept current with all field instructions; mechanical, electrical and instrumentation equipment accommodations; and construction adjustment. Drawings shall be subject to the inspection of the City at all times. Prior to acceptance of the work, the Contractor shall deliver to the City two (2) sets of neatly marked record drawings showing the information required above. One (1) set shall be reproducible.

1.2 Shop Drawings, Schedules and Samples: Shop drawings, layout diagrams, catalog data, test reports, and information in sufficient detail to show complete compliance with all specified requirements shall be furnished to the City covering but not limited to the items under Materials and Equipment List.

The Contractor, at his own expense, shall make such changes in the required drawings as may be necessary to conform to the Contract Documents. After completion of such checking, verification, and revising, the Contractor shall stamp and sign the drawings indicating his approval and submit the shop drawings and pertinent data to the City for review. Prior to the City's review of such drawings, any work which the Contractor may do on the fabrications covered by the same shall be at his own risk, as the City will not be responsible for any expense or delays incurred by the Contractor for changes to make the same conform to the Contract Documents.

1.3 Materials and Equipment List:

Asphalt Mixes
Concrete Mixes
Truncated Domes
Traffic Striping Paint

1.4 Procedure:

- A. Submit shop drawings in accordance with the General Provisions.
- B. The use of contract drawing reproductions for shop drawings is subject to rejection.
- C. Submit six copies of shop drawings. The City's Representative will keep four copies and return two copies. If the Contractor desires more than two copies, he shall transfer the City's Representative's comments onto additional copies at his own expense. Clearly indicate the specification section and drawing number to which each shop drawing is referenced.
- D. If the Contractor submits shop drawings of equipment by manufacturers other than those listed in the specifications, the following information shall be provided with the submittal:
 1. The name and address of at least three companies or agencies who are currently using the equipment.
 2. The name and telephone number of at least one person at each of the above companies or agencies whom the City's Representative may contact.

3. A description of the equipment that was installed at the above locations. The description shall be in sufficient detail to allow the City's Representative to compare it with the equipment that is proposed to be installed in this project.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

- 4.1 **Submittals:** Payment will be included in the Contract items to which this work relates and no additional compensation will be allowed therefor.

**END
SECTION 01330**

SECTION 01450 – QUALITY CONTROL

PART 1: GENERAL

- 1.1 Samples:** All material shall be new and of the specified quality and equal to the approved samples, if samples have been submitted. The work shall be done and completed in a thorough, workmanlike manner; notwithstanding any omission from these Specifications or from the Plans; and it shall be the duty of the Contractor to call the City's attention to apparent errors or omissions and to request instructions before proceeding with the work. The City may, by appropriate instructions, correct errors and supply omissions, which instructions shall be as binding upon the Contractor as though contained in the original Specifications or Plans.
- 1.2 Testing at Point of Origin:** At the option of the City, materials to be supplied under this Contract will be tested or inspected either at their place of origin or at the site of the work. The Contractor shall give the City written notification well in advance of actual readiness of materials to be tested or inspected at point of origin. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the material nor shall they preclude retesting or re-inspection at the site of the work. Materials which will require testing or inspection at the place of origin shall not be shipped prior to such testing, inspection and certification by the Manufacturer.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

- 4.1 Payment:** Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price and no additional compensation shall be made therefor.

**END
SECTION 01450**

SECTION 01453 – FIELD SAMPLES

PART 1: GENERAL

- 1.1 Samples and Tests:** At the option of the City the source of supply of each of the materials shall be approved by him before the delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work for testing or examination as required by the City.

All tests of materials furnished by the Contractor shall be made in accordance with the commonly recognized standards of national technical organization, and such special methods and tests as are specified in these Specifications.

- 1.2 Sampling:** The Contractor shall furnish such samples of materials as are requested by the City, without charge. No material shall be used until it has been approved by the City. Samples will be secured and tested whenever necessary to determine the quality of the material. All samples, and all test specimens prepared at the jobsite, such as concrete test cylinders, shall be taken or prepared by the Contractor per the Quality Assurance Program, Appendix B.

- 1.3 Testing:** Except for specified mill and manufacturing tests, all routine tests of materials shall be at the expense of the City and shall be performed in a laboratory designated by the City. In the event the Contractor protests a failing test of material in-place or to be used, he shall take additional samples as herein specified or as directed and have additional tests run at his own expense. In the event the original test proves to have been in error, the Contractor will be reimbursed for his direct costs of sampling and testing.

- 1.4 Test Standards:** All sampling, specimen preparation, and testing of materials shall be in accordance with the standards of national recognized technical organizations.

The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the American Society for Testing and Materials where applicable.

Wherever any standard published specifications are referred to, the latest edition or revision shall be used.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

- 4.1 Sampling and Testing:** Payment for tests furnished by the Contractor will be included in the Contract items to which the work relates, and no additional compensation shall be made therefor.

**END
SECTION 01453**

SECTION 01457 – TESTING AND INSPECTION SERVICES

PART 1: GENERAL

- 1.1 Rejection of Defective Materials by City:** All material and workmanship of whatever description shall be subject to the inspection of the City. If not in conformance with the Specifications, such material and workmanship will be rejected by the City. All defective work or materials shall be removed from the premises by the Contractor, whether in-place or not, and shall be replaced or renewed as approved by the City.
- 1.2 Decision of City Final:** On all questions concerning the acceptability of materials, classification of materials, execution of the work, and the determination of costs, the decision of the City shall be final and binding upon all parties.
- 1.3 Access to Facilities for Inspection:** The Contractor shall at all times maintain proper facilities and provide safe access to all parts of the work, to the shops wherein the work is in preparation and to all warehouses and storage yards wherein equipment and material are stored for purposes of inspection by the City. Should work be covered up before approval or consent of the City, it shall, if required by the City, be uncovered for examination at the Contractor's expense.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

- 4.1 Payment:** Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price and no additional compensation shall be made therefor.

**END
SECTION 01457**

SECTION 01459 – AUTHORITY AND DUTIES OF INSPECTOR

PART 1: GENERAL

- 1.1 Responsibilities:** Inspectors will inspect all work done and materials furnished. Such inspection may extend to all or any part of the work, and to the preparation, fabrication, or manufacture of the materials to be used. The inspector will not alter or waive the provisions of these Specifications.
- 1.2 Authority:** The inspector will inform the City as to the progress of the work and the manner in which it is being done; also, the inspector will call the Contractor's attention to the items observed to be in non-conformance with the Plans and Specifications. The inspector will not approve or accept portions of the work, issue instructions contrary to the Plans and Specifications, or act as foreman for the Contractor. The inspector will reject defective material and object to work observed to be improperly performed, subject to final decision by the City. The inspector will exercise additional authority only as authorized by the City.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

Not Used

**END
SECTION 01459**

SECTION 01500 – TEMPORARY FACILITIES

PART 1: GENERAL

- 1.1 Temporary Facilities:** The Contractor shall provide all temporary facilities and utilities required for prosecution of the work, protection of employees and the public, protection of the work from damage by fire, weather or vandalism, and such other facilities as may be specified or required by any legally applicable law, ordinance, rule, or regulation.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

- 4.1 Payment:** Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price and no additional compensation shall be made therefor.

**END
SECTION 01500**

SECTION 01520 – CONSTRUCTION FACILITIES

PART 1: GENERAL

- 1.1 Construction Facilities:** All construction hoists, cranes, scaffolds, stages, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and/or move the loads to which they will be subjected. All railings, enclosures, safety devices, traffic and other controls required by law or for adequate protection of life and property shall be provided.
- 1.2 Staging and Shoring:** All temporary supports shall be designed with an adequate safety factor to assure adequate load bearing capability. If requested by the City, the Contractor shall provide him with design calculations, prepared by a Registered Civil Engineer, for staging and/or shoring before construction loads are imposed on it.
- 1.3 Temporary Enclosures:** At any time sandblasting, spray painting, or other activities inconveniencing or dangerous to property or the health of employees or the public are in progress, the area of activity shall be enclosed adequately to contain the dust, over spray, or other hazard. In the event there are no permanent enclosures of the area, or such enclosures are incomplete or inadequate the Contractor shall provide temporary enclosures acceptable to the City.
- 1.4 Warning Devices and Barricades:** The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, as a minimum, conform to the requirements of the Occupational Safety and Health Administration.
- 1.5 Hazards in Protected Areas:** Excavations on project sites from which the public is excluded shall be marked or guarded in a manner appropriate for the hazard.
- 1.6 Protection of Existing Items:** The Contractor shall protect all existing structures, trees, shrubs, and other items on the project site that are to be preserved, by substantial barricades or other devices commensurate with the hazard, from injury or destruction by vehicles, equipment, workmen, or other agents.
- 1.7 Project Security:** The Contractor shall make adequate provision, subject to the approval of the City, to protect the project and Contractor's facilities from fire, theft, and vandalism, and the public from unnecessary exposure to injury.
- 1.8 Fire Extinguisher:** At least one (1) fire extinguisher, rated at least 2A, shall be provided in or readily accessible to each temporary office or storage structure on the jobsite.
- 1.9 Special Controls:** The Contractor shall take all reasonable means to minimize inconvenience and injury to the public by dust, noise, diversion of storm water, or other agencies under his control.
- 1.10 Drainage:** The Contractor shall comply with all requirements for construction site drainage control as specified by NPDES permitting regulations. The Contractor shall be responsible for securing any required permits for drainage, with no additional compensation for same.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

- 4.1 Payment:** Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price and no additional compensation shall be made therefor.

**END
SECTION 01520**

SECTION 01525 – ACCIDENT PREVENTION

PART 1: GENERAL

- 1.1 Scope:** Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, and of building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded or eliminated.
- 1.2 Materials:** First aid facilities and information posters conforming at least to the minimum requirements of the Occupational Safety and Health Administration shall be provided in a readily accessible location or locations.
- 1.3 Administration:** The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the work being performed under this contract. Before proceeding with any construction work, the Contractor shall take the necessary action to comply with all provisions for safety and accident prevention.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

- 4.1 Payment:** Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price and no additional compensation shall be made therefor.

**END
SECTION 01525**

SECTION 01555 – TRAFFIC CONTROL

PART 1: GENERAL

CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Flagging, signs, and temporary traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

PART 2: MATERIALS

Category 1 temporary traffic control devices are defined as small and lightweight (less than 45 kg) devices. These devices shall be certified as crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 temporary traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 temporary traffic control devices at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use. Self-certification shall be provided by the manufacturer or Contractor and shall include the following:

- A. Date,
- B. Federal Aid number (if applicable),
- C. Contract number, district, county, route and kilometer post of project limits,
- D. Company name of certifying vendor, street address, city, state and zip code,
- E. Printed name, signature and title of certifying person; and
- F. Category 1 temporary traffic control devices that will be used on the project.

The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 temporary traffic control devices are defined as small and lightweight (less than 45 kg) devices that are not expected to produce significant vehicular velocity change, but may cause potential harm to impacting vehicles. Category 2 temporary traffic control devices include barricades and portable sign supports.

Category 2 temporary traffic control devices shall be on the Federal Highway Administration's (FHWA) list of Acceptable Crashworthy Category 2 Hardware for Work Zones. This list is maintained by FHWA and can be located at:

http://safety.fhwa.dot.gov/roadway_dept/road_hardware/listing.cfm?code=workzone

The Department also maintains this list at:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf/Category2.pdf>

Category 2 temporary traffic control devices that have not received FHWA acceptance shall not be used. Category 2 temporary traffic control devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer. The label shall be readable and permanently affixed by the manufacturer. Category 2 temporary traffic control devices without a label shall not be used.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 temporary traffic control devices to be used on the project at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use.

Category 3 temporary traffic control devices consist of temporary traffic-handling equipment and devices that weigh 45 kg or more and are expected to produce significant vehicular velocity change to impacting vehicles. Temporary traffic-handling equipment and devices include crash cushions, truck-mounted attenuators, temporary railing, temporary barrier, and end treatments for temporary railing and barrier.

Type III barricades may be used as sign supports if the barricades have been successfully crash tested, meeting the NCHRP Report 350 criteria, as one unit with a construction area sign attached.

Category 3 temporary traffic control devices shall be shown on the plans or on the Department's Highway Safety Features list. This list is maintained by the Division of Engineering Services and can be found at:

http://www.dot.ca.gov/hq/esc/approved_products_list/HighwaySafe.htm

Category 3 temporary traffic control devices that are not shown on the plans or not listed on the Department's Highway Safety Features list shall not be used.

Full compensation for providing self-certification for crashworthiness of Category 1 temporary traffic control devices and for providing a list of Category 2 temporary traffic control devices used on the project shall be considered as included in the prices paid for the various items of work requiring the use of the Category 1 or Category 2 temporary traffic control devices and no additional compensation will be allowed therefore.

PART 3: EXECUTION

CONSTRUCTION AREA SIGNS

Construction area signs for temporary traffic control shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

One C18 sign and One C13 sign shall be posted on each approach/departure from the construction work area. Locations of the signs shall be approved by the Engineer.

Signs may be supported on temporary post supported by cross braces, rather than by digging holes for posts. Where such cross braces are used, no braces shall extend into the traveled way or a sidewalk.

Unless otherwise shown on the plans or specified in these special provisions, the color of construction area warning and guide signs shall have black legend and border on orange background, except W10-1 or W47(CA) (Highway-Rail Grade Crossing Advance Warning) sign shall have black legend and border on yellow background.

Orange background on construction area signs shall be fluorescent orange.

Repair to construction area sign panels will not be allowed, except when approved by the Engineer. At nighttime under vehicular headlight illumination, sign panels that exhibit irregular luminance, shadowing or dark blotches shall be immediately replaced at the Contractor's expense.

The Contractor shall notify the appropriate regional notification center for operations of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing

any excavation for construction area sign posts. The regional notification centers include but are not limited to the following:

Underground Service Alert-
Southern California (USA) Telephone: 811

All excavation required to install construction area signs shall be performed by the hand methods without the use of power equipment; except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

The Contractor shall maintain accurate information on construction area signs. Signs that are no longer required shall be immediately covered or removed. Signs that convey inaccurate information shall be immediately replaced or the information shall be corrected. Covers shall be replaced when they no longer cover the signs properly. The Contractor shall immediately restore to the original position and location any sign that is displaced or overturned, from any cause, during the progress of work.

Construction area signs shown on the plans, unless otherwise specified in the special provisions, will be paid for on a lump sum basis, which lump sum price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing construction area signs required for the direction of public traffic through or around the work and for erecting or placing, maintaining (including covering and uncovering as needed) and, when no longer required, removing construction area signs at locations shown on the plans.

MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the Section entitled "Public Safety" elsewhere in these special provisions, and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.09.

The Contractor will not be allowed to close streets. One lane of through traffic shall be maintained at all times with appropriate Signage, Personnel and safety equipment to safely direct traffic through the construction area, unless the contractor submits to the City Engineer a proposed detour plan.

Detour plan shall meet the criteria for detour plans as shown in the latest edition of the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Zones. The City Engineer, and the Director of Public Works; shall approve Detour Plan, copies shall be sent to the Ridgecrest Police Department and Local Fire Agencies and Emergency Organizations, i.e. Hospitals and Ambulance services, and the California Highway Patrol. Said Detour Plan shall clearly state the dates and times of closure. Closures shall only be allowed during working hours, and the roadway shall be made passable for passenger type vehicles at the close of the work each day.

The Contractor shall be responsible for all barricades, delineators, cones, reflective media, signs and other traffic control measures necessary for the safe control of traffic and protection of the work.

The Contractor shall notify in writing all residents, commercial establishments and others affected by the construction, 5 days prior to the beginning of construction.

The Contractor shall also place "TEMPORARY NO PARKING" signs, in the areas of construction a minimum of 48 hours prior to beginning work for, AC Paving, and Curb and Gutter Replacement, as necessary for striping and placement of signs.

The Contractor is responsible for the repair of any damage done by emergency or other vehicles, inadvertent or not.

The Contractor shall review with the City Engineer, Project Engineer, Director of Public Works and the Chief of Police, his proposed method of barricading and signing in the field and shall comply with any request they may make. Said review shall be at least 48 hours in advance of construction. Contractor shall also notify in writing the City Engineer, the City Police, Fire and County Fire Departments, and Sheriffs Department of his proposed construction schedule.

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

The Contractor shall notify local authorities of the Contractor's intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

Whenever work vehicles or equipment are parked on the shoulder within 1.8 m (6 ft) of a traffic lane, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 7.5-meter (24-ft) intervals to a point not less than 7.5 m (24 ft) past the last vehicle or piece of equipment. A minimum of 9 traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24(CA) (SHOULDER WORK AHEAD) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 1200 mm x 1200 mm (48in x 48in) in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

A minimum of one traffic lane, not less than 11 ft wide, shall be open for use by public traffic in each direction of travel.

The contractor shall provide a traffic control plan for approval prior to beginning work on the project.

PART 4: MEASUREMENT AND PAYMENT

Full compensation for performing all of the work required under these Special Provisions shall be paid under the lump sum bid item for MAINTENANCE AND TRAFFIC CONTROL.

**END
SECTION 01555**

SECTION 01575 – ENDANGERED SPECIES PROTECTION

PART 1: GENERAL

1.1 DESERT TORTOISE PROTECTION

Attention is directed to the Federal Endangered Species Act of 1973 (16 USC 1531-1543) 50 CFR Part 401 and 50 CFR Part 17.3, and the California Endangered Species Act, Section 2080, 2080.1 and 2081 for protection of the desert tortoise (*Gopherus agassizii*).

Attention is directed to "Order of Work" and "Clearing and Grubbing" of these special provisions. This project is within or near identified desert tortoise habitat. Between February 1 and June 30, and between September 1 and October 31, the desert tortoise active season, no construction will be allowed within the project limits.

Desert Tortoise Authorized Biologist:

The Contractor shall retain and provide the services of an authorized biologist who has documentation from the United States Fish and Wildlife Service, the California Department of Fish and Game and the Bureau of Land Management authorizing desert tortoise monitoring. Only the authorized biologist shall do desert tortoise handling except under circumstances defined in the Federal Endangered Species Act of 1973, as amended (50 CFR 17.21).

The Contractor shall notify the Engineer in writing 30 working days prior to beginning work disturbing the ground or vegetation. The notification shall include the timing and order of work to be performed.

The desert tortoise authorized biologist shall perform the pre-construction survey to verify that there are no tortoises above or below ground within the project site. The survey shall be conducted within 24 hours of the onset of the surface disturbance. No construction activities shall begin until a desert tortoise authorized biologist has completed the pre-construction survey. The desert tortoise authorized biologist may relocate any desert tortoises found during the pre-construction survey.

During the non-active desert tortoise season if desert tortoise are encountered or evidence of desert tortoise is discovered during the Contractor's operations the authorized biologist shall relocate the desert tortoise, or the Engineer shall be immediately notified and work stopped if operations may disturb or cause harm to the desert tortoise.

If suspension of a work activity is ordered by the Engineer due to an encounter with a desert tortoise and if, in the opinion of the Engineer, the Contractor's current controlling operation is delayed or interfered with by reason of the suspension, the delay will be considered a right of way delay as specified in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The desert tortoise authorized biologist or a designated field contact representative shall be present during all activities in which encounters with desert tortoises may occur. The designated field contact representative shall be approved by the desert tortoise authorized biologist and the Contractor.

Desert Tortoise Protection Training

The desert tortoise authorized biologist provided by the Contractor shall provide a 2 hour educational training session for the protection of the desert tortoise prior to the start of work. The training shall be provided to all of the Contractor's and the Engineer's personnel. A list of all personnel required to attend the training shall be provided at the pre-construction meeting. All

personnel shall be trained to recognize work area markers and to understand equipment movement restrictions.

No pets shall be allowed at work areas located in desert tortoise habitat. Nothing in this section shall relieve the Contractor from providing for public safety in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

PART 2: MATERIALS

2.1 TEMPORARY FENCE (TYPE DESERT TORTOISE)

Temporary fence (Type Desert Tortoise) shall be furnished, installed around the project site, maintained, and later removed in conformance with the recommendations of the biologist, as specified in these special provisions and as directed by the Engineer.

Except as otherwise specified in this section, temporary fence shall conform to the plan details and the specification for permanent fence of similar character as provided in Section 80, "Fences," of the Standard Specifications.

- A. MATERIALS:** Used materials may be installed provided the used materials conform to these special provisions. Materials for temporary fence (Type Desert Tortoise) shall conform to the following:
1. **Wire Mesh:** The wire mesh shall have a mesh size of 13mm square fastened securely to posts. The wire mesh shall extended at least a minimum of 450mm above the ground and shall be folded outward and fastened to the ground as shown on plans. Hardware cloth shall be commercial quality and shall be approved by the Engineer.
 2. **Miscellaneous:** Tension wire, tie wire and hog ring wires shall be in conformance to the details as shown on the plans. Materials requirement for tension wire, tie wire and hog ring wires shall conform to the provisions in Section 80.4.01C, "Fences," of the Standard Specifications.
 3. **Posts:** Posts for the temporary fence (Type Desert Tortoise) shall be metal posts. Metal posts shall conform to the provisions in Section 80-3.01A, "Metal Posts and Braces," of the Standard Specifications.

PART 3: EXECUTION

3.1 INSTALLATION

Temporary fence (Type Desert Tortoise) shall be installed as follows:

- A. Temporary fence (Type Desert Tortoise) shall be constructed prior to any clearing and grubbing work.
- B. Temporary fence (Type Desert Tortoise) shall be located to be unobstructed from view, as determined by the Engineer.
- C. Temporary fence (Type Desert Tortoise) shall be erected and removed in the presence of a desert tortoise monitor.
- D. Temporary fence (Type Desert Tortoise) shall be overlapped a minimum of 0.150 m if a cut in the hardware cloth is necessary.

When no longer required for the work, as determined by the Engineer, temporary fence (Type

Desert Tortoise) shall be removed. Removed temporary fence (Type Desert Tortoise) shall become the property of the Contractor and shall be removed from the site of the work, except when reused as provided in this section. Disposal shall conform with the provisions in the sixth paragraph of Section 7-1.13, "Disposal of Material Outside the Highway R/W", of the Standard Specifications.

Holes caused by the removal of temporary fence (Type Desert Tortoise) shall be backfilled in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

3.2 MAINTENANCE

Temporary fence (Type Desert Tortoise) that is damaged during the progress of the work shall be repaired or replaced by the Contractor, at the Contractors expense, the same day the damage occurred.

PART 4: MEASUREMENT AND PAYMENT

- 4.1 Payment:** Full compensation for conforming to the requirements of this Section "Endangered Species Protection" shall include all costs to provide temporary desert tortoise fencing as described below, retain a desert tortoise authorized biologist, provide the Desert Tortoise Protection Training and complying with the desert tortoise protection section as specified in these special provisions, and as directed by the Engineer shall be considered as being included in the total Contract price and no additional compensation shall be made therefor.

**END
SECTION 01575**

SECTION 01770 – CLOSEOUT PROCEDURES

PART 1: GENERAL

- 1.1 Scope:** It is the intent of these Specifications and Contract Documents that the Contractor shall deliver a complete and operable facility capable of performing its intended functions and ready for use.

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

- 3.1 Cleanup:** Throughout the period of construction the Contractor shall keep the work site free and clean of all rubbish and debris, and shall promptly remove from any portion of the site, or from property adjacent to the site of the work, all unused materials, surplus earth and debris, excepting select material which may be required for refilling or grading. Upon completion of the work and prior to final acceptance of the project the Contractor shall remove from the vicinity of the completed work all debris, surplus material, and equipment belonging to him or used under his direction during construction.

3.2 Waste Disposal:

- A. The Contractor shall provide for the disposal of all surplus materials, waste products, debris, etc., and shall make necessary arrangements for such disposal. The Contractor shall obtain written permission from the City prior to disposing of any surplus materials, waste products, and debris on private property, and shall also obtain the approval of the City prior to such disposal.
- B. The City will not approve the filling of ditches, washes, and drainage ways which may create water control problems.
- C. The City will not approve disposal operations which will create unsightly or unsanitary nuisances.
- D. The Contractor shall maintain the disposal site in good appearance and in safe condition during the construction period.
- E. Prior to final acceptance of the project the Contractor shall level and clean the disposal site.

- 3.3 Project Record Documents:** The Contractor shall maintain at the site, available to the City and the Engineer, one (1) copy of all Drawings, Specifications, Addenda, Approved Shop Drawings, Change Orders, and other modifications in good order and marked to record all changes made during construction. These shall be delivered to the City for the City upon completion of the project.

- 3.4 Touch-Up and Repair:** The Contractor shall touch-up or repair all finished surfaces on structures, equipment, fixtures, or whatever, that have been damaged prior to final acceptance. Surfaces on which such touch-up or repair cannot be successfully accomplished shall be completely refinished or in the case of hardware and similar small items, the item shall be replaced.

PART 4: MEASUREMENT AND PAYMENT

- 4.1 Payment:** Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price and no additional compensation shall be made therefor.

**END
SECTION 01770**

SECTION 02200 – EARTHWORK

PART 1: GENERAL

1.1 Summary:

- A Section Includes:
 - 1. Site grading.
 - 2. Excavation, filling, and compacting.
 - 3. Scarifying and recompaction.
- B. Related Documents and Sections:
 - 1. Section 02722 - Aggregate Base.

1.2 References:

- A. ASTM D422 - Particle Size Analysis for Soils.
- B. ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.
- C. ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 10 lb. Rammer and 18 inch Drop.
- D. ASTM D2216 - Test Method for Laboratory Determination of Water content.
- E. ASTM 2488 - Standard Practice for Description and Identification of Soils (Visual-Manual Procedure).
- F. ASTM D2922 - Test Method for Density in Place by Nuclear Methods.
- G. ASTM D3017 - test Method for Moisture content in Place by Nuclear Methods.
- H. CA Test Method 206 - Specific Gravity and Absorption of Coarse Aggregate.
- I. CA Test Method 229 - Test for Durability Index.
- J. UBC Standard 18-2 - Expansion Index Test.

1.3 Description:

- A. Provide materials, services and equipment required for excavating for slabs on grade, and utilities; grading for depressed slabs; filling under slabs-on-grade; and backfilling, compacting, and grading as required for completion of the work.
 - 1. Verify shrinkage characteristics of imported soils and existing soils to be reused.
 - 2. The City of Ridgecrest will not be responsible for additional costs associated with variations in shrinkage factors and related earthwork quantities.
 - 3. The City of Ridgecrest makes no representation regarding the balance of cut and fill earthwork on the site. The Contractor is responsible for the calculation of cut

and fill required and available, for the cost of obtaining fill required, and for the cost of disposal of surplus.

- B. Excavations, filling and fill and backfill material shall have the approval of CITY Representative. Work shall be done only under the general observation and, where required, the detailed inspection of the City of Ridgecrest.

1.4 Dust Control:

- A. Contractor shall obtain a dust control permit from the Eastern Kern APCD (661.862.6424) prior to performing earth disturbing activities. It shall be the Contractor's responsibility to prevent a dust nuisance from originating from the site of the work as a result of his operations, or the traveling public, during the effective period of this contract. Preventative measures to be taken by the Contractor shall include but shall not be limited to the following:
 - B. Water shall be applied to all unpaved areas as required to prevent the surface from becoming dry enough to permit dust formation.
 - C. Paved surfaces over which vehicular traffic is permitted to travel shall be kept free of dirt. In residential areas, a self-contained, pick-up type, power broom with water distribution system shall be used.
 - D. Temporary suspension of the work, either as a result of order by the Engineer, or as a result of conditions beyond the control of the Contractor shall not relieve the Contractor from his responsibility for dust control as set forth herein.

1.5 Storm Water Pollution Prevention Plan:

- A. The Contractor shall furnish a Storm Water Pollution Prevention Plan, hereafter referred to as a "SWPPP." The SWPPP shall conform to the requirements in Section 7-1.01G, "Water Pollution," of the Standard Specifications and these special provisions.
- B. Water pollution control work shall conform to the requirements in the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbooks. Copies are available from Caltrans or on the web at www.dot.ca.gov/hq.construc/stormwater/SWPPP_Prep_Manual_3_03.pdf. The Contractor shall submit the necessary forms and pay necessary fees to the State Water Resources Control Board prior to the start of construction. The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section.
- C. The SWPPP shall include Best Management Practices, a copy of the Notice of Intent, Vicinity Maps, Water Pollution Control Drawings, Computations for Runoff Coefficients, Maintenance, Inspection and Repair Program, List of Subcontractors and Inspection Report forms, Spill Prevention and Control, Vehicle and Equipment Fueling and Maintenance, Erosion and Sediment Source Controls and any other items as necessary. At a minimum, the following Best Management Practices (BMP) shall be included:
 - a. SC-7 Street Sweeping and Vacuuming, SC-8 Sand Bag Barrier, SC-10 Storm Drain Inlet Protection, WE-1 Wind Erosion Control, TC-1 Stabilized Construction Entrance/Exit (where applicable), NS-1 Water Conservation Practice, NS-3 Paving and Grinding Operating, WM-3 Stockpile Management, WM-4 Spill Prevention and Control.

- D. Submittals: Contractor shall submit to City, three copies of the SWPPP for approval prior to authorization to commence construction activities. The SWPPP shall be developed and implemented concurrent with construction activities. If revisions are required as determined by the City, the Contractor shall revise and resubmit the SWPPP to the Engineer.
- E. Execution: The Contractor shall file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB).
- F. The Contractor shall be continuously responsible for erosion and sedimentation control and storm water pollution prevention throughout the contract period. All erosion and sedimentation control measures shall be installed concurrently with ground-disturbing construction activities and shall remain in place until completion of the contract or ground disturbing activity. The BMP's previously listed represent the minimum erosion and sedimentation control effort required by the contractor. The Contractor shall implement all other measures required to prevent erosion, pollutant discharge, and siltation of streams and dry washes at no additional cost to the County. The Contractor shall monitor, inspect, repair, and maintain erosion control measures at the end of each working day and following each storm event as follows: Prior to a forecast storm, after each storm, at 24-hour intervals during extended precipitation events and routinely on a weekly basis. The SWPPP shall be amended graphically and in narrative form, if it is not effectively achieving the objective of reducing pollutants in storm water discharges.
- G. The Contractor shall keep a copy of the SWPPP and approved amendments at the project site. The SWPPP shall be made available upon request of a representative of the Regional Water Quality Control Board, State Water Resources Control Board or any other governmental agency.

1.6 Submittals:

- A. Submit under provisions of Division 1.
- B. Independent Testing Laboratory Reports: Indicate results of specified tests per Specification Section 01100.
- C. Survey Data for Completed Grading: Submit supporting survey data indicating completed grading conforms to contract requirements. Submit drawings showing as-built elevations marked on the grading plans; include coordinates of each shot.

1.7 Quality Assurance:

- A. Earth Fill Compaction: Per California Code of Regulations, Title 24, Part 2.

1.8 Storage and Handling:

- A. Cover and protect earth materials stockpiled for use on the work from erosion and contamination.

1.9 Environmental Conditions:

- A. Weather: Protect bearing under foundations. Should bearing surfaces become softened, excavate to solid bearing and fill with concrete, mix and strength as approved, to elevations indicated.
- B. No fill material shall be placed, spread or rolled if weather conditions increase the moisture content above permissible limits. When work is interrupted by rain, the earthwork operations shall not be resumed until directed by the CITY Representative.

1.10 Existing Utility and Drainage Lines:

- A. Repair or replace damaged lines as directed by the CITY Representative.

PART 2: PRODUCTS

2.1 Materials:

- A. Earth Fill Materials:
 - 1. Representative samples of material to be used for structural fill, and earth fill shall be tested to determine the maximum density, optimum moisture content, and classification of the soil. The expansion index of the material shall be less than 20, as tested in accordance with CBC Standard #18-2, "Expansion Index Test."
 - 2. During earthwork operations, various types of soils may be encountered. The City of Ridgecrest Representative will determine the use or disposal of these soils.

PART 3: EXECUTION

3.1 EXAMINATION

- A. Prior to commencing work:
 - 1. Verify existing grades and conditions are as indicated on drawings.
 - 2. Verify existing building pad locations, grades, and conditions are as indicated on drawings issued under other contracts.
- B. Should indicate conditions conflict with actual conditions and contours, notify the CITY Representative and await their directions before proceeding. Commencement of work indicates acceptance of existing conditions.

3.2 Excavation:

- A. Provide excavation of whatever nature is required for construction of the work.
- B. Excavate and remove earth materials encountered within areas scheduled for subgrade construction.
- C. Extend excavations a sufficient distance to permit placing and removal of forms, installation of services, waterproofing and gravel base course where indicated.
- D. Excavate to solid bearing at elevation no higher than those indicated on drawings for footings and other "on grade" construction.
- E. In excavating for footings, take care not to disturb bottom of excavation. Trim bottoms to required lines and grades to leave solid base to receive concrete.
- F. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific approval by the CITY Representative.

1. If excavations for footings and foundations are made deeper than indicated or ordered, fill with same concrete as specified for footings at Contractor's expense. No earth fill will be permitted under footings and foundations.
2. If excavations for slabs or flatwork area are made deeper than indicated, fill with sand or nonexpansive sand soil. Compact at optimum moisture content to 90 percent density, ASTM D1557.

3.3 Backfill:

- A. Backfilling shall consist of placing and compacting backfill material in excavations to the finish grades shown. Do no backfilling until each specific location is approved by the CITY Representative.
- B. Place fills and backfill in lifts, before compaction, not to exceed 6 inches for hand operated mechanical compactors and not to exceed 8 inches for heavy equipment compactors.
- C. Spread each layer evenly; thoroughly mix each layer during the spreading to ensure uniformity of material and moisture in each layer.
- D. After placement, thoroughly compact to 95 percent of the maximum dry density obtained by the ASTM D1557 test method as indicated from Testing Laboratory Results.

3.4 Compaction:

- A. Compact areas not accessible to heavy equipment with pneumatic hand tampers.
- B. Compact areas within 5 feet of footings, foundations, and walls with hand vibrators.
- C. Comply with all requirements of the CITY Representative and California code of Regulations, Title 24, Part 2.

3.5 Tolerances:

- A. Rough grading: +0.1 foot.
- B. Under paved areas: +1.0 inch.
- C. General finish grading: +1.0 inch.

3.6 Field Quality Control:

- A. Perform field testing under provisions of Division 1.
- B. Perform testing and analysis of fill materials in accordance with ASTM D1557.
- C. Perform in-place compaction testing in accordance with ASTM D1557.
- D. If tests indicate work does not meet specified requirements, remove work, replace, and retest.
- E. Frequency of Tests: conduct moisture and density tests for every 200 cubic yards.

3.7 Compaction:

- A. Except as required by the work of this Section, leave the entire graded portions of the site in the condition found at commencement of the work of this Section.
- B. Dispose of excess excavated material as required at the Contractor's expense.

PART 4: MEASUREMENT AND PAYMENT

4.1 Compensation:

Full compensation for furnishing labor, material, tools, equipment and incidentals for doing all work involved in Earthwork as shown on the Plans, as specified in these Technical Specifications and as directed by the City, shall be included under the Contract items per cubic yard per sub-grade preparation and items to which this work relates and no additional compensation will be allowed therefor.

**END
SECTION 02200**

SECTION 02060 – ASPHALT CONCRETE

PART 1: GENERAL

1.1 Related Documents: Plans and General Provisions of the Contract, including Special Provisions and Technical Specification Sections, apply to this section.

1.2 References:

- A American Association of State Highway and Transportation Officials (AASHTO)
1. AASHTO M320: Performance Graded Asphalt Binder
 2. AASHTO R28: Practice for Accelerated Aging of Asphalt Binder Using a Pressurized Aging Vessel (PAV)
 3. AASHTO T313: Test Method for Determining the Flexural Creep Stiffness of Asphalt Binder Using the Bending Beam Rheometer (BBR)
 4. AASHTO T315: Test Method for Determining the Rheological Properties of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)
 5. AASHTO T48: Flash and Fire Points by Cleveland Open Cup
 6. AASHTO T240: Effect of Heat and Air on a Moving Film of Asphalt (Rolling Thin Film Oven Test)
- B American Society for Testing and Materials (ASTM)
7. ASTM C 88: Test Method For Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
 8. ASTM C 117: Test Method for Materials Finer than 75-micrometres (No. 200) Sieve in Mineral Aggregates by Washing 02561 - 1
 9. ASTM C 127: Test Method for Specific Gravity and Absorption of Coarse Aggregate
 10. ASTM C 128: Test Method for Specific Gravity and Absorption of Fine Aggregate
 11. ASTM C 131: Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
 12. ASTM C 136: Test Method for Sieve Analysis of Fine and Coarse Aggregates
 13. ASTM C 566: Test Method for Total Moisture Content of Aggregate by Drying
 14. ASTM C 1252: Test Methods for Uncompacted Void Content of Fine Aggregate (as Influenced by Particle Shape, Surface Texture, and Grading)
 15. ASTM D 75: Practice for Sampling Aggregates
 16. ASTM D 242: Mineral Filler for Bituminous Paving Mixtures
 17. ASTM D 692: Coarse Aggregate for Bituminous Paving Mixtures
 18. ASTM D 979: Practice for Sampling Bituminous Paving Mixtures
 19. ASTM D 995: Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures
 20. ASTM D 1073: Fine Aggregate for Bituminous Paving Mixtures
 21. ASTM D 2041: Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures

22. ASTM D 2172: Test Methods for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
 23. ASTM D 2419: Test Method for Sand Equivalent Value of Soils and Fine Aggregate
 24. ASTM D 2726: Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures
 25. ASTM D 3203: Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
 26. ASTM D 3549: Test Method for Thickness or Height of Compacted Bituminous Paving Mixture Specimens
 27. ASTM D 3666: Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials
 28. ASTM D 4125: Test Method for Asphalt Content of Bituminous Mixtures by Nuclear Method
 29. ASTM D 4318: Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
 30. ASTM D 4402: Test Method for Viscosity Determinations of Unfilled Asphalt Using the Brookfield Thermosel Apparatus
 31. ASTM D 4791: Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
 32. ASTM D 4867: Test Method for Effect of Moisture on Asphalt Concrete Paving Mixtures
 33. ASTM D 5444: Test Method for Mechanical Size Analysis of Extracted Aggregate 02561 - 2
 34. ASTM D 5821: Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate
 35. ASTM D 5976: Type I Polymer Modified Asphalt Cement for Use in Pavement Construction
 36. ASTM D 6084: Method for Elastic Recovery of Bituminous Materials by Ductilometer
 37. ASTM D 6307: Test Method for Asphalt Content of Hot-Mix Asphalt by Ignition Method
 38. ASTM D 6926: Test Method for Preparation of Bituminous Specimens Using Marshall Apparatus
 39. ASTM D 6927: Test Method for Marshall Stability and Flow of Bituminous Mixtures
 40. ASTM E 178: Practice for Dealing with Outlying Observations
 41. ASTM E 950: Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with an Accelerometer Established Internal Profile Reference
 42. ASTM E 1274: Test Method for Measuring Pavement Roughness Using a Profilograph
- C Asphalt Institute - Manual Series (MS)
1. MS – 2: Mix Design Methods for Asphalt Concrete, and Other Hot-Mix Types
 2. MS -20: Asphalt Hot-Mix Recycling

1.3 Description of Work: General: The work includes the placement of asphalt concrete overlay as shown on the Plans.

1.4 Quality Assurance:

- A. Referenced Standards: Any requirement of these Specifications shall in no way invalidate the minimum requirements of the referenced standards.

Caltrans Standard Specifications, State of California Department of Transportation (Caltrans), May 2006.

Note: Measurement and payment provisions are not applicable to this project.

- B. Qualifications of Workers: Assign at least one person who is thoroughly trained and experienced in the skills required, who is completely familiar with the design and application of the work described for this Section, and who will be present at all times during progress of the work of this Section and direct all work performed under this Section.

For actual finishing of asphaltic concrete surfaces and operation of the required equipment, use only personnel thoroughly trained and experienced in the skills required.

- C. Finish Tolerances: In addition to the requirements of the standard specifications, the contractor shall comply with the following criteria
1. The difference in elevation of the transition joint between the pavement surfaces at the joint between adjacent pavement passes shall be no more than 3/16" as measured by a twelve foot straightedge.
 2. the smoothness of the transition joint between the new pavement and the existing pavement shall be checked with a twelve foot straightedge laid on the finish surface straddling the joint. The surface shall not vary more than 1/2" from the lower edge of the straightedge

1.5 Site Conditions:

- A. Weather Limitations: Operations shall be suspended when in the opinion of the City, satisfactory results cannot be achieved. In no such case shall the City be liable for additional costs.
- B. Dust Control: Use all means necessary to prevent the spread of dust during performance of the work of this Section. Thoroughly moisten all surfaces as required to prevent dust being a nuisance to the public, neighbors, and concurrent performance of other work on the job site.
- C. Protection: Use all means necessary to protect pavement materials before, during, and after installation, and to protect the installed work and materials of all other trades. Adjacent concrete walks, curbs, aprons, and similar improvements shall be covered as required.
- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary, to the approval of the City, and at no additional cost to the City.

- 1.6 Product Delivery:** General: Transport asphalt concrete mixtures from the mixing plant to the project site in trucks having tight, clean compartments. Provide covers over asphalt cement mixture when delivering to protect the mixture from weather and to prevent loss of heat. During period of cool weather or for long-distance deliveries, provide insulation around entire truck bed surfaces.

1.7 Submittals: Material Certificates: Provide copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements. Provide the asphalt concrete mix design for review and approval.

1.8 Test Reports: Provide test result reports for material testing of asphalt binder and aggregate to be used on the project in conformance with the approved mix design. Test samples shall be collected by the City provided materials testing firm from the contractor's proposed material supplier.

PART 2: PRODUCTS

2.1 Materials:

A. General: Use locally available materials and gradations which exhibit a satisfactory record of previous installations. All tests necessary to locate an acceptable source of suitable materials shall be provided by the Contractor. Test results by a commercial testing laboratory shall be furnished to the City at least 20 days before the delivery of materials to the site.

B. Asphalt Concrete:

1. Hot Mix Asphalt (HMA) concrete shall be $\frac{3}{4}$ " HMA Type B and shall conform to the provisions in Section 39, "Hot Mix Asphalt Concrete," of the amended Standard Specifications and these special provisions.

The grade of asphalt binder to be mixed with aggregate for Type B asphalt concrete shall be PG Grade 70-10 and shall conform to the provisions in "Asphalt" of these special provisions.

The aggregate for Type B asphalt concrete shall conform to the $\frac{3}{4}$ inch gradation specified in Section 39-1.02E, "Aggregate," of the Standard Specifications.

A mix design consists of performing California Test 367 and laboratory procedures on combinations of aggregate gradations and asphalt binder contents to determine the optimum binder content (OBC) and HMA mixture qualities.

Paint binder (tack coat) shall be applied to existing surfaces to be surfaced and between layers of asphalt concrete, except when eliminated by the Engineer.

Paint binder (tack coat) shall be paving asphalt conforming to the provisions in Section 39-1.09C, "Prime Coat and Paint Binder (Tack Coat)," and Section 92, "Asphalts," of the Standard Specifications. The grade of paving asphalt to be used as paint binder will be determined by the Engineer.

Apply tack coat:

1. To existing pavement including planed surfaces
2. Between HMA layers
3. To vertical surfaces of:
 - 3.1. Curbs
 - 3.2. Gutters
 - 3.3. Construction joints

Before placing HMA, apply tack coat in 1 application at the minimum residual rate specified for the condition of the underlying surface:

Tack Coat Application Rates for HMA Type A, Type B, and RHMA-G

HMA over:	Minimum Residual Rates (gallons per square yard)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h Asphaltic Emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 Asphaltic Emulsion	Asphalt Binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h Asphaltic Emulsion
New HMA (between layers)	0.02	0.03	0.02
Existing AC and PCC pavement	0.03	0.04	0.03
Planed pavement	0.05	0.06	0.04

If the finished surface of the asphalt concrete on the traffic lanes does not meet the specified surface tolerances, the surfacing shall be brought within tolerance by either (1) abrasive grinding (with fog seal coat on the areas which have been ground), (2) removal and replacement or (3) placing an overlay of asphalt concrete. The method will be selected by the Engineer. The corrective work shall be at the Contractor's expense.

If abrasive grinding is used to bring the finished surface to the specified surface tolerances, additional grinding shall be performed, as necessary, to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. Ground areas shall be neat rectangular areas of uniform surface appearance. Abrasive grinding shall conform to the provisions in the first paragraph and the last 4 paragraphs in Section 42-2.02, "Construction," of the Standard Specifications.

Immediately after completion of final compaction of the finished asphalt concrete, the contractor shall place temporary striping tape to indicate centerline, lane line location, and stop limit lines. One 4" (100 mm) length piece of 3" (75mm) wide, reflectorized white foil tape shall be placed at approximately 20 ft. (6 m) on center for lane delineation, and two 4" (100 mm) length pieces of 3" (75mm) wide yellow reflectorized foil tape shall be placed parallel and 3" (75 mm) apart to delineate no passing line.

- C. The final thickness shall be 1 1/2-inch thick course using 3/4-inch aggregate except where otherwise specified on the Plans. The completed surfacing shall conform in all respects with the existing lines, grades, and dimensions. The pavement grades at the edge of gutter shall be 1/8-inch to 1/4-inch above the concrete.
- D. Asphaltic Emulsion: Use SS-1 or SS1h, per Section 94, Caltrans Specifications, on vertical surfaces of asphalt concrete and Portland Cement concrete against which additional asphalt concrete material is to be placed. It shall be spread at the rate of 0.05 gallons of emulsion per square yard.

PART 3: EXECUTION

3.1 Inspection: Examine the areas and conditions under which the bituminous paving will be installed and notify the City in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner. Verify that pavement may be installed in strict accordance with the

original- design, all pertinent codes and regulations, and all pertinent portions of the referenced standards.

3.2 General:

- A. Thicknesses: All asphalt concrete overlay shall be as indicated on the Plans and shall be a minimum of 3" thick on the reconstruction area with new base material.

In some areas where crown correction is required, thickness may be slightly reduced or increased as directed by the Resident Project Representative. An increase of 5% of the calculated 1 1/2-inch thickness asphalt quantity has been allowed in the asphalt concrete bid quantity for this purpose.

- B. Frame Adjustments: Bring frames for manholes, valves and other such units, within areas to be paved, to final grade as part of this work. Include existing frames or new frames furnished in other sections of these Specifications. Survey monuments shall be marked and adjusted by the Contractor.

A concrete collar shall be poured around the manhole or valve cover frame and casting with a 1 1/2-inch AC Cap to bring it to finish grade.

Adjust frames as required for paving. Provide temporary closures over openings until completion of rolling operations. Remove closures at completion of the work. Set cover frames to grade, flush with surface of adjacent pavement.

Payment for this work shall be included in the Contract Bid Items for Raising Valves and Manholes to Grade.

3.3 Prime Coat and Paint Binder (Tack Coat):

Existing Surfaces: A paint binder (tack coat) of asphaltic emulsion shall be furnished and applied to all vertical surfaces of existing pavement, curbs, aprons, and construction joints in the surfacing against which additional material is to be placed, to existing pavement surfaces to be topped, and to other surfaces designated by the City, as provided in Sections 39 and 94 of the Caltrans Specifications. Furnish and apply a uniform tack coat between successive layers of asphaltic concrete.

3.4 Asphalt Concrete:

- A. General: Layers of asphalt concrete shall be furnished, placed, spread, compacted, and finished as provided in Section 39 of the Caltrans Specifications. The completed surface shall be thoroughly compacted, smooth, uniformly textured, and free of ruts, humps, depressions, and irregularities; it shall be true to grade and cross-section within specified tolerances.

- B. Pavement Joints: Carefully make joints between old and new pavement and between successive days work, in such a manner as to insure a continuous bond between old and new sections. Cut existing pavement edges to straight, vertical surfaces and coat all joints with a uniform layer of asphaltic emulsion before fresh mixture is placed. Longitudinal joints in one layer shall be offset at least 1 foot from those in the layer immediately below, and transverse joints shall be offset at least 2 feet from those in previous layers.

- 3.5 Clean Up:** Upon completion of paving, remove all surplus materials, dunnage, cartons, and other debris resultant from work of this Section. Leave entire work in satisfactory, acceptable, broom-clean condition.

PART 4: MEASUREMENT AND PAYMENT

- 4.1 Compensation:** Full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work involved in Asphalt Concrete as shown on the Plans, as specified in these Technical Specifications and as directed by the City, shall be included under the Contract items to which this work relates and no additional compensation will be allowed therefor and shall be paid for at the Contract unit price per Ton.

**END
SECTION 02060**

SECTION 02068 – FOG SEAL

PART 1: GENERAL

- 1.1 Contractor:** Contractor shall fog seal all newly paved areas in accordance with Section 203-3 of the Standard Specifications for Public Works Construction "Green Book." All fog seal to be performed as one operation.
- 1.2 Submittals:** Section 01330

PART 2: MATERIALS

- 2.1 Emulsified Asphalt:** Emulsified Asphalt shall be slow setting SS-1 of the "Greenbook" Standard Specifications for Public Works Construction.

PART 3: EXECUTION

- 3.1 Preparation of Fog Seal:** Immediately prior to applying asphaltic emulsion, the surface shall be clean and dry. Cleaning, if needed shall be performed by flushing and sweeping to remove all dirt and loose particles.
- 3.2 Application of Fog Seal:** The application rate of fog seal coat shall be such that the original emulsion will be spread at a rate of 0.05 to 0.10 gallons per square yard. Spreading shall be controlled by a computerized controller, Bearcat 501, or equivalent. Water to be added to and mixed with the asphaltic emulsion shall result in a mixture of one part of asphaltic emulsion and not more than one part of added water. Fog seal shall not be applied when the ambient temperature is less than 65 degrees Fahrenheit or when the pavement temperature is less than 80 degrees Fahrenheit.

After application of fog seal, any asphaltic emulsion that becomes tacky shall be sprinkled with water as directed by the Engineer. If excessive emulsion is applied or is absorbed too slowly, Contractor shall apply light dusting sand, by "tailgate" as directed by the Engineer to blot up excess oils.

Prior to application of pavement marking and striping, fog seal shall be allowed to dry for a minimum of 24 hours and shall be determined sufficiently dry by the Engineer.

PART 4: MEASUREMENT AND PAYMENT

- 4.1 Measurement and Payment:** Full compensation for furnishing, preparing for and applying fog seal in place and complete, shall be included in the contract items of work to which it relates and no additional compensation shall be allowed therefor.

**END
SECTION 02068**

SECTION 02069 – COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

PART 1: GENERAL

1.1 Hot Mix Asphalt:

- A. The compensation payable for asphalt binder used in hot mix asphalt and tack coat will be increased or decreased in conformance with the provisions of this section for paving asphalt price fluctuations exceeding 5 percent (I_u/I_b is greater than 1.05 or less than 0.95) which occur during performance of the work.

The quantity of asphalt binder used in tack coat will be determined by multiplying the item quantity for tack coat included in a monthly estimate by the minimum percent residue specified in Section 94, "Asphaltic Emulsions," of the Standard Specifications. The asphaltic emulsion minimum percent residue will be based on the type of emulsion used by the Contractor.

At the Contractor's option, the Contractor may provide actual daily test results for asphalt binder residue for the tack coat used. Test results provided by the Contractor shall be from an independent testing laboratory that participates in the AASHTO Proficiency Sample Program. The Contractor shall take samples of asphaltic emulsion from the distributor truck at mid-load from a sampling tap or thief. Two separate 1/2 gallon samples shall be taken in the presence of the Engineer. The Contractor shall provide one sample to the Contractor's independent testing laboratory within 24 hours of sampling. The second sample shall be given to the Engineer. The test results from the Contractor's independent testing laboratory shall be delivered to the Engineer within 10 days from sample date.

The adjustment in compensation will be determined in conformance with the following formulae when the item of hot mix asphalt or tack coat or both are included in a monthly estimate:

1. Total monthly adjustment = AQ
2. For an increase in paving asphalt price index exceeding 5 percent:
 $A = 0.90 (I_u/I_b - 1.05) I_b$
3. For a decrease in paving asphalt price index exceeding 5 percent:
 $A = 0.90 (I_u/I_b - 0.95) I_b$
4. Where:

A = Adjustment in dollars per ton of paving asphalt used to produce hot mix asphalt and Asphaltic emulsion residue used as tack coat rounded to the nearest \$0.01.

I_u = The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.

I_b = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.

Q = Quantity in tons of asphalt binder that was used in producing the quantity of hot mix asphalt shown under "This Estimate" on the monthly estimate using the amount of asphalt binder determined by the Engineer plus the quantity in tons of asphalt binder that would have been used as residue in the tack coat shown under "This Estimate" on the monthly estimate.

The adjustment in compensation will also be subject to the following:

1. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the State for decreased compensation adjustments and the Department may deduct the amount thereof from moneys due or that may become due the Contractor.
2. Compensation adjustments made under this section will be taken into account in making adjustments in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.
3. In the event of an overrun of contract time, adjustment in compensation for asphalt binder included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by the Department using the median of posted prices in effect as posted by Chevron, ExxonMobil, and Union 76 for the Buena Vista, Huntington Beach, and Midway Sunset fields.

In the event that the companies discontinue posting their prices for a field, the Department will determine an index from the remaining posted prices. The Department reserves the right to include in the index determination the posted prices of additional fields.

The California Statewide Paving Asphalt Price Index is available on the Division of Engineering Services website at:
http://www.dot.ca.gov/hq/esc/oe/asphalt_index/astable.html

PART 2: MATERIALS

Not Used

PART 3: EXECUTION

Not Used

PART 4: MEASUREMENT AND PAYMENT

Not Used

**END
SECTION 02069**

SECTION 02224 – SAWCUT

PART 1: GENERAL

- 1.1 Related Documents:** Plans and General Provisions of Contract, including General and Special Provisions and Technical Specification sections, apply to work of this section.
- 1.2 Description of Work:** Prior to excavation the Contractor shall sawcut all joint locations in order to provide a clean neat edge for pavement and concrete construction. Sawcut joints shall strictly conform to the alignments, widths and depths indicated in the construction Plans. If edges are damaged during excavation, Contractor shall provide additional cut as directed by the City City, in order to provide a clean neat edge for asphalt tie-in.
- 1.3 Quality Assurance:** A. Referenced Standards: Unless otherwise indicated, all referenced standards shall be the latest edition available at the time of bidding. Any requirements of these Specifications shall in no way invalidate the minimum requirements of the referenced standards.
- Caltrans State of California, Department of Transportation Standard Specifications dated May 2006.
Note: Provisions regarding measurement and payment do not apply to this work.
- 1.4 Codes and Standards:**
- A. Environmental Compliance: Comply with applicable portions of local and State Environmental agency regulations pertaining to sawcut operations and material disposal. Including governing water quality control boards and air pollution district.
- B. The noise created by the combined operation shall not exceed 86 dBA at a distance of 50 feet at right angles to the direction of travel.

PART 2: PRODUCTS

Not Used

PART 3: EXECUTION

- 3.1 General:**
- A. The equipment used shall be capable of precisely following the sawcut alignments, widths and depths indicated on the Plans and details.
- B. Sawcuts for all joints including longitudinal joints will be required unless City approves an alternative.

PART 4: MEASUREMENT AND PAYMENT

- 4.1 Compensation:** Full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work involved in sawcut operations, as specified in these Technical Specifications and as directed by the City, shall be included under the Contract Items to which this work relates and no additional compensation will be allowed therefor.

**END
SECTION 02224**

SECTION 02722 – AGGREGATE BASE COURSE

PART 1: GENERAL

1.1 SUMMARY

A. Section Includes:

1. Aggregate base course on a prepared subgrade.

1.2 REFERENCES

A. American Association of State Highway and Transportation Officials (AASHTO):

1. AASHTO T180: Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-pound) rammer and a 457-mm (18-inch) drop.

B. American Society for Testing and Materials (ASTM):

1. ASTM D698: Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).]
2. ASTM D1556: Standard Test Method for Density of Soil in Place by the Sand-Cone Method.
3. ASTM D1557: Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft³ (2,700 kN-m/m³)).
4. ASTM D2167: Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
5. ASTM D2922: Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
6. ASTM D3017: Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

PART 2: PRODUCTS

- 2.1 CLASS II AGGREGATE BASE:** The Class II Aggregate Base shall conform to Section 26 of the Standard Specifications. This work shall consist of furnishing, spreading and compacting aggregate bases as specified in the Standard Specifications, to the limits and section as shown on the plans. Aggregate base shall meet the specification of Class 2 Aggregate Base, or equivalent (State of California Standard Specifications, Section 26). Aggregate base shall be compacted to a minimum of 95 percent of maximum dry density as determined by ASTM Test Method D1557

PART 3: EXECUTION

3.1 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify substrate has been inspected and gradients and elevations are correct and dry.

3.2 PREPARATION

- A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and recompacting.
- B. Do not place fill on soft, muddy, or frozen surfaces.

3.3 AGGREGATE PLACEMENT

- A. Place aggregate in minimum 4-inch and maximum 10-inch layers and roller compact to specified density. When total thickness is 10 inches or less, place in one layer. When total thickness is greater than 10 inches, place in two equal layers.
- B. Have each layer of material compacted and approved prior to placing succeeding layers.
- C. Level and contour surfaces to elevations and gradients indicated on Drawings.
- D. Add small quantities of fine aggregate to coarse aggregate as appropriate to assist compaction.
- E. Maintain optimum moisture content of fill materials to attain required compaction density.
- F. Use mechanical tamping equipment in areas inaccessible to roller compaction equipment.

3.4 TOLERANCES

- A. Maximum Variation from Thickness: 1/2 inch.
- B. Maximum Variation from Elevation: 1/2 inch.

3.5 FIELD QUALITY CONTROL

- A. Laboratory Material Tests: Conform to Modified Proctor ASTM D1557 or AASHTO T180.
- B. In-place Compaction Tests: Conform to:
 - 1. Density Tests: ASTM D1556, ASTM D2167, or ASTM D2922.
 - 2. Moisture Tests: ASTM D3017.
- C. Compaction:
 - 1. 100 percent of maximum when measured in-place by standard methods.
 - 2. 98 percent of maximum when measured in-place by nuclear methods.
- D. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.
- E. Frequency of Compaction Tests: Two tests per layer for every 5,000 tons of aggregate base course.

PART 4: MEASUREMENT AND PAYMENT

Class II Aggregate Base shall be included in Remove and Replace Asphalt Concrete and Base Material paid for at the Contract unit price per Square Foot. Said price includes full compensation for furnishing all labor, materials, tools, equipment and for doing all the work involved in constructing the class II recycled aggregate base complete in place, as shown on the plans and specified herein, and no additional allowance will be allowed therefor.

The contractor shall pay and be responsible for compaction testing of Class II Aggregate Base and test results shall be included in the final soils report provided by the contractor.

**END
SECTION 02722**

SECTION 02893 – STRIPING AND PAVEMENT MARKINGS

PART 1: GENERAL

After the completion of overlay operations, all existing pavement striping and markings shall be placed as shown on the plans. All traffic stripes and pavement markings shall be thermoplastic and painted in accordance with Section 84 of Caltrans Standard Specifications. Mechanical equipment shall be used to apply paint which shall include glass beads.

All stripes and pavement markings shall be completely restored after the AC overlay is cured, using two coats of paint. The first coat will be applied within 5 working days after completion of the street overlay, while the second coat will be applied after the AC is completely cured, which is estimated to be within 10 to 20 days after installation of the first coat. Application of the second coat is subject to the approval of the Resident Project Representative. Prior to application of the first coat, and subject to City approval, the Contractor shall provide suitable means (such as temporary stripes, "tags", or traffic cones and flashers) to direct and control traffic. AC curing time shall not be included in the calendar days to complete the project, so long as no other work is being done within that time.

PART 2: PRODUCTS

2.1 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS

A. DESCRIPTION

1. This work shall consist of furnishing and applying thermoplastic traffic stripes and pavement markings, including glass beads.

B. MATERIALS

1. The thermoplastic material shall conform to State Specification PTH-02SPRAY, PTH-02HYDRO or PTH-02ALKYD. Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of State Specification 8010-004 (Type II).
2. State Specifications for thermoplastic material and glass beads may be obtained from the Transportation Laboratory.

C. APPLICATION

1. Existing surfacing which is to receive the thermoplastic material shall be mechanically wire brushed to remove all dirt and contaminants. Surfaces of new portland cement concrete pavement to receive the thermoplastic material shall be mechanically wire brushed or abrasive blast cleaned to remove all laitance and curing compound.
2. Existing pavement markers which are damaged by blast cleaning or wire brushing shall be removed and replaced by the Contractor at the Contractor's expense.
3. Thermoplastic material shall be applied only to dry pavement surfaces and only when the pavement surface temperature is above 50° F.
4. A primer, of the type recommended by the manufacturer of the thermoplastic material, shall be applied to all asphaltic surfaces over 6 months old and to all portland cement concrete surfaces. The primer shall be applied immediately in advance of, but concurrent with, the application of thermoplastic material. The primer shall be applied at the application rate recommended by the manufacturer and shall not be thinned.
5. Preheaters with mixers having 360 degree rotation shall be used to preheat material.

6. The thermoplastic material shall be applied to the pavement at a temperature between 400° F and 425° F, unless a different temperature is recommended by the manufacturer.
7. The thermoplastic material shall be applied by either spray or extrusion methods in a single uniform layer.
8. Stencils shall be used when applying thermoplastic material for pavement markings.
9. The pavement surface to which thermoplastic material is applied shall be completely coated by the material and the voids of the pavement surface shall be filled.
10. Unless otherwise specified in the special provisions, the thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.060-inch. Thermoplastic material for pavement markings shall be applied at a thickness of 0.100-inch to 0.150-inch. Glass beads shall be applied immediately to the surface of the molten thermoplastic material at a rate of not less than 8 pounds per 100 square feet. The amount of glass beads applied shall be measured by stabbing the glass bead tank with a calibrated rod.

2.2 PAVEMENT MARKERS

DESCRIPTION

This work shall consist of furnishing and placing pavement markers and constructing pavement recesses at the locations shown on the plans or where directed by the Engineer.

The markers shall conform to the shape, dimensions and tolerances shown on the plans.

Pavement markers shall be of the type and color shown on the plans or specified in these specifications and the special provisions.

Pavement recesses shall be Type 1 or Type 2 as required by the plans and shall be constructed to the shape and dimensions shown on the plans.

TYPE OF MARKERS

Pavement markers shall conform to one or more of the following types:

- Type A— Non-Reflective White Markers
- Type AY— Non-Reflective Yellow Markers
- Type C— Red-Clear Retroreflective Markers
- Type D— 2-Way Yellow Retroreflective Markers
- Type G— One-Way Clear Retroreflective Markers
- Type H— One-Way Yellow Retroreflective Markers

Certificates of compliance shall be furnished for pavement markers as specified in the special provisions.

Blue Pavement Markers (reflective) shall be furnished and placed in accordance with Section 85 of Caltrans Standard Specification

Blue Pavement Markers (reflective) shall be placed one (1) foot off the center of the street opposite fire hydrants.

2.3 SOLAR FLASHING BEACON STOP SIGN

DESCRIPTION:

Sign Specification- MUTCD #R1-1

Sign Substrate	.080 Highway Grade Aluminum
Reflective Sheeting	3M™ DG ³ - with anti-graffiti overlay
MUTCD Compliance	MUTCD Section 2A.08 Compliant

Day-Viz™ Management System (patent pending)

Battery	Nickel Metal Hydride (NiMH)—14,000mAh
Battery Lifespan	Up to 5 years
Autonomy- Functionality without Charge	Up to 30 days in 24/7 operation
Flash Pattern	MUTCD Compliant
LED Type	High Power Luxeon— 1 watt
LED Life Expectancy	Over 100,000 hours

Warranty

Term 1 Full Year Warranty

Smart Activation Options

- 24/7 continuous
- Time clock activation (Windows based software programmable)
- Wireless control activation
- Vehicle detection activation

Solar Flashing Beacon Stop Sign shall be Model R1-1 Solar manufactured by TAPCO Traffic & Parking Control, Co., Inc.

PART 3: EXECUTION

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Traffic stripes and all markings shall be per CALTRANS standards as noted on the plans.

Contractor to place street centerline striping, lane line striping, limit lines, directional arrows and crosswalks as shown on the plans.

Any existing pavement striping and markings indicated on the plans to remain unmodified, which are destroyed by the Contractor shall be replaced by the Contractor. Payment for such items shall be included in the various items of work and no separate payment will be made therefore.

PART 4: MEASUREMENT AND PAYMENT

The required restoration work includes repainting all signage, pavement striping and markings within the project sites. Each bidder is responsible for determining the actual quantities based on project site inspection prior to bid submittal. Full payment for restoration of all signage, painted strips and pavement marking will be the bid lump sum.

**END
SECTION 0289**

SECTION 02960 – PAVEMENT MILLING AND PAVEMENT COLD PLANING

PART 1: GENERAL

The street to be asphalt concrete overlaid shall be cold planed along each gutter and at the ends of the overlay areas.

PART 2: PRODUCTS

Not Used

PART 3: EXECUTION

The depth, width and shape of cut shall be as directed. The final cut shall result in a uniform surface. The outside lines of the planed area shall be neat and uniform. Planning of AC pavement shall be performed without damaging the surface to remain in place.

Cold planing adjacent to existing concrete curb and gutter or cross-gutter shall be cut to a depth of at least 2 1/2-inches below the lip of said improvements and uniformly taper to zero depth at a distance of 8 feet or more from said gutter or cross-gutter. Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines.

Following planing operations, a longitudinal drop-off of more than 1 1/2-inches will not be allowed at any time between adjacent lanes open to public traffic. When transverse joints are planed in the pavement at conform lines, no drop-off of more than 0.10 feet shall remain between existing pavement and the planed area when the street is opened to public traffic.

All pavement grindings shall be delivered within the City limits and stockpiled at locations directed by the City of Ridgecrest.

PART 4: MEASUREMENT AND PAYMENT

- 4.1 Compensation:** Full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work involved in Cold Planing as shown on the Plans, as specified in these Technical Specifications and as directed by the City, shall be paid for at the Contract unit price per Square Yard.

**END
SECTION 02960**

SECTION 02979 - ASPHALT FIBERGLASS INTERLAYER REINFORCEMENT SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Asphalt interlayer reinforcement system.

1.2 RELATED SECTIONS

- A. Section 02060 - Asphalt Concrete.

1.3 REFERENCES

- A. Asphalt Institute Handbook.
- B. American Society for Testing and Materials (ASTM):
 1. ASTM D 276-00: Standard Test Methods for Identification of Fibers in Textiles
 2. ASTM D 4595-05: Test Method for Tensile Properties of Geotextiles by the Wide-Width Strip Method.
 3. ASTM D 4694: Standard Test Method for Deflections with a Falling-Weight-Type Impulse Load Device.
 4. ASTM D 4759: Standard Practice for Determining the Specification Conformance of Geosynthetics.
 5. ASTM D 5261: Standard Test Method for Measuring Mass per Unit Area of Geotextiles.
 6. ASTM D 6637-01: Standard Test Method for Determining Tensile Properties of Geogrids by the Single or Multi-Rib Test Method; 2001.
- C. FHWA Federal Highway Administration - Design Guidelines.

1.4 SYSTEM DESCRIPTION

- A. Flexible Pavements: Provide fiberglass interlayer reinforcement system installed between asphalt layers in a pavement structure to distribute the load and reinforce the pavement and reduce reflective cracking distresses.

1.5 SUBMITTALS

- A. Submit under provisions of Section 01330.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 1. Preparation instructions and recommendations.
 2. Storage and handling requirements and recommendations.
 3. Installation methods.
- C. Samples: Enough material should be supplied to prepare two samples of each type fiberglass interlayer mesh specified. Each sample shall be 12 inch by 8 inch and include a minimum of 5 ribs.

- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements. Provide a separate certificate for each lot of material furnished.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
 - 1. Firm with at least five years documented experience in the manufacture and installation of geogrid interlayer mesh to reduce thermal cracking distress. Include brief description of each project and name and phone number of owner's representative knowledgeable in each listed project.
 - 2. Firm with documented evidence of an established quality control program to assure products with consistent compliance with the requirements of this specification.
- B. Pre-Construction Meeting:
 - 1. Prior to construction of fiberglass interlayer reinforcement system, conduct a meeting at the site with the materials supplier, the installer, and the Contractor to review the preparation and installation requirements.
 - 2. Notify the Owner and the Engineer at least 3 days in advance of the time of the meeting.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store in a dry, covered location that is free of dust dirt and moisture. Prevent excessive mud, fluid concrete, asphalt, or other deleterious materials from coming in contact with reinforcement mesh materials.
- C. Store at temperatures above minus 20 degrees F.

1.8 PROJECT CONDITIONS

- A. Do not place mesh reinforcement when the surface is wet, or contaminated with oil, soil or excessive dust.
- B. Do not place asphalt during wet or freezing weather that prevents conformance with specified requirements.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer:
 - 1. Tensar Structural Geogrids: GlasGrid 8511
 - 2. Approved Equal

2.2 MATERIALS

- A. High strength open fiberglass mesh grid custom knitted in a stable construction and coated with an elastomeric coating and self-adhesive glue. Mesh shall conform to the following performance properties:
 - 1. Grid Size: 1 inch by 1 inch per mix gradation.
 - 2. Tensile Strength: Component strand strength of 560 lbs/inch by 560 lbs/inch when tested in accordance with ASTM D 6637.
 - 3. Elongation at Break" Maximum of 5 percent when tested in accordance with ASTM D 6637.
 - 4. Melting Point: Minimum of 425 degrees F when tested in accordance with ASTM D 276.
 - 5. Mass/Unit Area: 11 oz/SY when tested in accordance with ASTM D 5261.

PART 3 EXECUTION

3.1 PREPARATION

- A. Do not begin fiberglass interlayer system until existing pavement condition has been evaluated and all repairs have been completed.
- B. Seal cracks between 1/8 inch and 1/4 inch with an acceptable crack filler. Repair wider cracks using a method that provides a level surface. All holes shall be filled with hot asphalt and compacted level with adjacent surfaces.
- C. Surfaces shall be mechanically cleaned by sweeping and vacuuming and be free of oil, vegetation, sand, dirt, water, gravel and other contaminants prior to placement of interlayer reinforcing.
- D. If subgrade preparation is the responsibility of others, notify Engineer of unsatisfactory preparation. Do not begin work until unsatisfactory conditions have been rectified.

3.2 CONSTRUCTION

- A. Construct fiberglass interlayer reinforcement system in accordance with manufacturer's instructions.
- B. Leveling Course:
 - 1. Place the asphaltic leveling course in accordance with Section 02060. Leveling course shall be a minimum thickness of 1 inch.
 - 2. Crack areas showing excessive surface irregularities shall be leveled prior to placement.
 - 3. Slab joint showing upward tenting shall be saw-cut to relieve pressure prior to leveling.
- C. Tack Coat:
 - 1. Tack coat shall be a material approved by the interlayer reinforcement manufacturer. Acceptable tack coat materials include hot AC 20-5TR, cationic emulsion CRS-2P, or trackless tack emulsion NTSS-1HM.

2. Do not dilute emulsified asphalts at the terminal or in the field.
 3. Provide a certificate of compliance with the product specifications immediately prior to use.
 4. Prepare surfaces as specified prior to application.
 5. Unless otherwise recommended by the manufacturer, apply tack coat at the rate of 0.02 to 0.05 gallons per square yard of surface area. The rate should be specified by the Engineer, but could vary depending on the installation or surface conditions.
 6. Protect adjacent surfaces and prevent spattering of tack coat when placed adjacent to curbs, gutter, structures and other adjacent surfaces. Clean any surfaces where it has been contaminated by the tack coat.
- D. Geogrid Placement:
1. Surface temperature shall be between 40 degrees F and 140 degrees F prior to laying interlayer reinforcement.
 2. Interlayer reinforcement grid shall be laid out by mechanical means or by hand using sufficient pressure to eliminate ripples. Remove any ripples by pulling the grid tight. Cutting of the grid may be done on tight radii to prevent ripples.
 3. Lap transverse joint in the direction of the paving 3 inches to 6 inches.
 4. Lap longitudinal joints shall be overlapped 1 inch to 2 inches.
 5. After placement activate self-adhesive glue by rolling with a rubber coated drum roller or a pneumatic tire roller until properly adhered. Clean tires regularly during rolling operations.
 6. Protect fiberglass interlayer reinforcing mesh until placement of the finished asphalt topping. Repair damaged sections prior to placement of finished asphalt topping.
- E. Asphalt Overlay:
1. Place the asphalt overlay course in accordance with Section 02060.
 2. Place the asphaltic overlay course the same day the interlayer reinforcing mesh is placed.
 3. Overlay course shall be a minimum thickness of 1-1/2 inch.

3.3 FIELD QUALITY CONTROL

- A. Testing and Inspection will be provided by the Owners Testing Agency as specified in Section 01457 Testing and Inspection Services. Notify the Engineer 72 hours in advance of testing.
- B. Testing and Inspection shall be provided by an independent laboratory provided by the Contractor and acceptable to the Engineer.
- C. Perform adhesion tests in accordance with the following:

1. Place a 1 SY of interlayer reinforcing mesh on a properly prepared leveling course.
 2. Activate self-adhesive glue by rolling with a rubber tired roller or by applying adequate pressure to fully activate the pressure-sensitive adhesive.
 3. Use a calibrated spring balance by inserting the hook of the balance under the center of the mesh and pulling upwards until the mesh starts to pull away from the surface.
 4. A 20 pound pull is required without pulling the mesh free or creating ripples in the mesh.
 5. Consult mesh manufacturer if mesh does not meet this pull rating and do not place asphalt topping until an acceptable adhesion is achieved.
- D. Frequency of Tests:
1. Adhesion Test: Provide a minimum of one test per 1000 SF of surface area.

3.4 MANUFACTURERS FIELD SERVICES

- A. Provide the services of the manufacturer's field representative for the first day of interlayer reinforcing mesh installation, depending on the size of the project.

3.5 PROTECTION

- A. Protect installed product until completion of project.
- B. Repair or replace damaged products before Substantial Completion.

PART 4: MEASUREMENT AND PAYMENT

- 4.1 Compensation:** Full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work involved in Concrete as shown on the Plans, as specified in these Technical specifications and as directed by the City, shall be included under the Contract Items to which this work relates and no additional compensation will be allowed therefor.

**END
SECTION 02979**

SECTION 03300 – CAST IN-PLACE CONCRETE

PART 1: GENERAL

1.1 Work Included:

- A. Work required under this section consists of furnishing all materials, supplies, equipment, tools, transportation, and facilities, and performing all labor and services incidental to furnishing and installing concrete work as described in this section of the Specifications, shown on the accompanying Plans, or reasonably implied therefrom, except as hereinafter specifically excluded. The work shall include, but is not necessarily limited to:
 - 1. All form work including special forms as required for any special construction and/or to accommodate the work of others and removal of forms.
 - 2. All concrete reinforcements, placement, bending and forming thereof.
 - 3. All concrete and cement finishing, all surface treatment and curing including non-slip finishes.
 - 4. Installation of all reglets, bolts, anchors, cans, sleeves, column bolts, etc., whether furnished under this section or by others (except cans and sleeves required under the Electrical Section).
 - 5. The furnishing of all items required to be or shown on the Plans as embedded in concrete, which are not specifically required under other sections.
 - 6. Setting headers and screens, finishing, curing, and protecting concrete.
- B. Where prior inspection and test of materials are required, documentary evidence, in the form of test reports, shall be furnished prior to the time the material is incorporated into the work. All rejected material shall be promptly removed from the premises.

1.2 Defective Work:

- A. Work considered to be defective may be ordered by the City to be replaced in which case the Contractor shall remove and replace the defective work at his expense. Work considered to be defective shall include, but not be limited to, the following:
 - 1. Kinks and bends in reinforcing which are not scheduled or indicated on the Plans, reinforcing improperly placed, or previously heated.
 - 2. Concrete in which defective or inadequate reinforcing steel has been placed.
 - 3. Concrete incorrectly formed, or not conforming to details and dimensions on the Plans or with the intent of these documents, or concrete the surfaces of which are out of plumb or level.
 - 4. Concrete below specified strength.
 - 5. Concrete containing wood, cloth, or other foreign matter, rock pockets, voids, honeycombs, cracks or cold joints not scheduled or indicated on the Plans.
- B. The City may consent to allow defective work to be corrected in cases where the construction schedule will not permit time for replacement. The Contractor shall, at his expense, make all such corrections and alleviation measures as directed by the City.

PART 2: PRODUCTS

2.1 Concrete:

- A. Concrete shall conform to Section 90 of the Standard Specifications.

Concrete for handicap ramps shall be Class 3 containing not less than 505 pounds of Portland Cement per cubic yard of concrete conforming to the requirements of Section 90 of the Caltrans Standard Specifications with a minimum 28-day compressive strength of 2,500 psi, unless otherwise noted on the Plans.

- 2.2 Aggregate:** Aggregate for normal weight concrete shall conform to ASTM C-33. Aggregates shall be free of dirt, clay balls, roots, bark and other deleterious substances and shall be thoroughly washed before use.

- 2.3 Water:** Water shall be clean and free from injurious amounts of acids, alkalis, salts, oils, organic materials or other deleterious substances.

2.4 Rebar:

- A. Rebar shall be ASTM designation A615, Grade 60. Bars shall be placed in accordance with the size and spacing shown on the Plans.
- B. Splicing of the bars shall be by lapping. Lapped splices shall be 36 bar diameters.
- C. All rebar on the vertical walls will be supported by metal chairs with plastic feet.
- D. Prior to placement of the concrete, the rebar shall be cleaned and free of all concrete, dirt, oil, mill scale, rust or other coatings that would reduce or destroy the bond.
- E. The Contractor shall notify the City 48 hours prior to the pour to inspect rebar placement.
- F. The Contractor shall supply six (6) sets of shop drawings for review and approval by the City.
- G. The Contractor shall supply the City with test samples of rebar. Sampling and testing will be performed by the City's testing agency. Tests will be paid for by the City.

PART 3: EXECUTION

3.1 Forms:

- A. All forms shall be cleaned and a release agent applied each time they are used and shall be so constructed and set as to resist without springing or settlement of the pressure of the concrete and the placing operations.
- B. In designing forms and falsework, the concrete shall be treated as a liquid weighing at least 150 lbs. per cubic foot for vertical loads and not less than 85 lbs. per cubic foot for horizontal pressure. The design of the forms and falsework system shall include allowances for temporary construction loads. The rate of placement of concrete shall be so regulated that the pressures caused by the wet concrete will not exceed the designed form pressure. The unsupported length of wooden columns and compression members shall not exceed 30 times the width of the least side.
- C. All forms shall be set and maintained in true alignment, grade and section until the concrete has sufficiently set. The interior surfaces of forms shall be adequately treated

with an acceptable material to insure non-adhesion of mortar. All forms shall be mortar-tight. When forms appear to be unsatisfactory in any way, concrete placement shall be stopped until the defects have been corrected.

- D. Metal tie rods or anchorages within the forms shall be fitted with suitable cones or comparable devices. Metal tie rods or anchorages shall be removed to a depth of 1" from the surface without injury to the concrete. All fittings for metal ties shall be of such design that upon their removal, the cavities which are left will be of the smallest possible size, but of sufficient diameter to allow the cavity to be "dry packed" with cement mortar. The cavities shall be filled with cement mortar and the surface left sound, smooth and even.
- E. Form release agent must be potable, and leave behind a paintable concrete surface. Burke Release #1 or an approved equal is acceptable. The Contractor shall supply information on the release agent prior to application. The release agent shall be applied to the form so that absolutely no agent comes in contact with the rebar.

3.2 Placing:

- A. All concrete shall be placed before it has taken its initial set and shall be placed in horizontal layers and in such a manner as to avoid segregation. The concrete adjacent to the forms and joints shall be thoroughly vibrated with an internal vibrator operating at not less than 4,500 vibrations per minute. Pumping equipment should be of suitable type, without Y-sections, and with adequate pumping capacity. Loss of slump in pumping should not exceed 1-1/2". Concrete shall not be dropped more than 5 feet vertically.
- B. A slurry of concrete consisting of the normal mix minus 1/2 the course aggregate will be placed to a depth of approximately 6" in the bottom of the form, the length of the wall, prior to placing the remainder of the concrete.

3.3 Curing:

Exposed concrete surfaces shall be protected from premature drying by covering as soon as possible with canvas, plastic sheets with sealed joints, burlap, sand or other satisfactory materials and kept continuously moist; or, if the surfaces are not covered, they shall be kept continuously moist by flushing or sprinkling. Curing shall continue for a period of not less than 7 days after placing the concrete. The surfaces of the concrete walls will be cured by leaving the forms securely fastened in place for a minimum of 7 days. If curing compound is used, it must be nontoxic and taste and odor free, and provide a paintable concrete surface. Burke Release #5-X NU or an approved equal is acceptable. If curing compound is used, two (2) applications will be made for even coverage. Curing methods must be approved by the City. Approval of type and amount will be required by the City prior to use.

3.4 Finishing:

- A. All vertical concrete surfaces exposed in the completed work shall be given an ordinary finish. An ordinary finish is that finish left by the removal of the forms, after all holes caused by form ties, trapped air and all other defects are repaired. The finished surface shall be true and even, free from all stone pockets, depressions or projections beyond the surface.
- B. Defective and honeycombed surfaces shall be chipped back to such a depth to expose solid concrete. The surface shall be dampened and coated with a bonding agent and packed with mortar.

- C. A ten foot straightedge shall be used to cut high spots from the surface of the plastic concrete. A ten foot 'floating' straightedge shall be used to remove any unevenness from the surface.

3.5 Testing: Testing of concrete shall be as required by the City in accordance with ACI 301, Chapter 16. All cost of initial testing will be paid by the City unless otherwise noted. All retesting of concrete required because of a failure to meet these Specifications shall be at the expense of the Contractor. The Contractor shall notify the City 24 hours (1 working day) prior to concrete placement. The form work and rebar placement shall be approved by the City prior to ordering concrete.

3.7 Finishes:

- A. Schedule of Finishes

<u>ELEMENT</u>	<u>FINISH</u>
Sidewalks, Handicap Ramps	Light broom finish
Drive Approaches	Heavy broom finish

- B. Rough or Board Form Finish

Rough or board form finish surfaces shall be true to line and plane with no specific requirements for selected facing materials. Tie holes and defects shall be patched and fins shall be rubbed down with wooden blocks. Otherwise, surfaces shall be left with the texture imparted by the forms.

- C. Grout Cleaned Finish

After the concrete, still freshly hardened, has been pre-dampened, a slurry consisting of 1 part cement (including an appropriate quantity of white cement) and 1-1/2 parts sand passing the No. 16 sieve, by damp loose volume, shall be spread over the surface with clean burlap pads or sponge rubber floats. Any surplus shall be removed by scraping and then rubbing with clean burlap. The finish shall be cured in an approved manner.

- D. Troweled Finish

Where a troweled finish is specified, the surface shall be finished first with power floats, then with power trowels, and finally with hand trowels. The first troweling after power floating shall be done by a power trowel and shall produce a smooth surface which is relatively free of defects but which may still contain some trowel marks. Additional troweling shall be done when a ringing sound is produced as the trowel is moved over the surface. The surface shall be thoroughly consolidated by the hand troweling operations. The finished surface shall be free of any trowel marks, uniform in texture and appearance.

- E. Broom or Belt Finish

Sidewalk slabs, shall be given a coarse transverse scored texture by drawing a broom or burlap belt across the surface. This operation shall follow immediately after floating.

PART 4: MEASUREMENT AND PAYMENT

- 4.1 Compensation:** Full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work involved in Concrete as shown on the Plans, as specified in these Technical specifications and as directed by the City, shall be included under the Contract Items to which this work relates and no additional compensation will be allowed therefor.

**END
SECTION 03300**

FEDERAL PROVISIONS
SECTION V

SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

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 "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer," "SHA resident engineer," or "authorized representative of the SHA," such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are DBE owned.)

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

4. Identify the firms which comprise the joint venture. (The DBE partner must complete Schedule A.) _____

a. Describe the role of the DBE firm in the joint venture.

b. Describe very briefly the experience and business qualifications of each non-DBE joint venturer: _____

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of DBE ownership? ____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

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SUBMIT WITH BID

- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____

b. Management decisions, such as:

1. Estimating _____

2. Marketing and sales _____

3. Hiring and firing of management personnel _____

4. Purchasing of major items or supplies _____

c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

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08-07-95

.....
Name of Firm	Name of Firm
.....
Signature	Signature
.....
Name	Name
.....
Title	Title
.....
Date	Date

Date _____
State of _____
County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission expires _____

[Seal]
Date _____
State of _____
County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission expires _____

[Seal]

SUBMIT WITH BID

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

(Exclusive of Appalachian Contracts)

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

dance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively

administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group

applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 26, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such

records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit

as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available

may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding re-

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garding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized

for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. 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. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. 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. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not

required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. 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 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.

2. 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. Any person who fails to file the required certification shall

be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal 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 recipients shall certify and disclose accordingly.

FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women
(applies nationwide).....(percent) 6.9

The following are goals for minority utilization:

CALIFORNIA ECONOMIC AREA

	Goal (Percent)
174 Redding, CA:	
Non-SMSA Counties	6.8
CA Lassen; CA Modoc;	
CA Plumas; CA Shasta;	
CA Siskiyou; CA Tehama.	
175 Eureka, CA:	
Non-SMSA Counties	6.6
CA Del Norte; CA Humboldt;	
CA Trinity.	
176 San Francisco-Oakland-San Jose, CA:	
SMSA Counties:	
7120 Salinas-Seaside-	
Monterey, CA.....	28.9
CA Monterey.	
7360 San Francisco-Oakland, CA.....	25.6
CA Alameda; CA Contra Costa;	
CA Marin; CA San Francisco;	
CA San Mateo.	
7400 San Jose, CA.....	19.6
CA Santa Clara.	
7485 Santa Cruz, CA.....	14.9
CA Santa Cruz.	
7500 Santa Rosa, CA.....	9.1
CA Sonoma.	
8720 Vallejo-Fairfield- Napa, CA	17.1
CA Napa; CA Solano	
Non-SMSA Counties.....	23.2
CA Lake; CA Mendocino;	
CA San Benito.	

177 Sacramento, CA:

SMSA Counties:	
6920 Sacramento, CA.....	16.1
CA Placer; CA Sacramento;	
CA Yolo.	
Non-SMSA Counties.....	14.3
CA Butte; CA Colusa;	
CA El Dorado; CA Glenn;	
CA Nevada; CA Sierra;	
CA Sutter; CA Yuba.	

178 Stockton-Modesto, CA:

SMSA Counties:	
5170 Modesto, CA	12.3
CA Stanislaus.	
8120 Stockton, CA.....	24.3
CA San Joaquin.	
Non-SMSA Counties.....	19.8
CA Alpine; CA Amador;	
CA Calaveras; CA Mariposa;	
CA Merced; CA Tuolumne.	

179 Fresno-Bakersfield, CA:

SMSA Counties:	
0680 Bakersfield, CA.....	19.1
CA Kern.	
2840 Fresno, CA	26.1
CA Fresno.	
Non-SMSA Counties.....	23.6
CA Kings; CA Madera;	
CA Tulare.	

180 Los Angeles, CA:

SMSA Counties:	
0360 Anaheim-Santa Ana-Garden	
Grove, CA.....	11.9
CA Orange.	
4480 Los Angeles-Long	
Beach, CA	28.3
CA Los Angeles.	
6000 Oxnard-Simi Valley-	
Ventura, CA	21.5
CA Ventura.	

6780 Riverside-San Bernardino- Ontario, CA	19.0
CA Riverside; CA San Bernardino.	
7480 Santa Barbara-Santa Maria- Lompoc, CA	19.7
CA Santa Barbara.	
Non-SMSA Counties.....	24.6
CA Inyo; CA Mono; CA San Luis Obispo.	
181 San Diego, CA:	
SMSA Counties	
7320 San Diego, CA.....	16.9
CA San Diego.	
Non-SMSA Counties.....	18.2
CA Imperial.	

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

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(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SUBMIT WITH BID

Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of RIDGECREST
DEPARTMENT OF PUBLIC WORKS.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

SUBMIT WITH BID

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

SUBMIT WITH BID
NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal 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 of Lobbying Activities," 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 person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal 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.

SUBMIT WITH BID

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:

- a. initial
- b. material change

For Material Change Only:

year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

- Prime
- Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ actual planned

13. Type of Payment (check all that apply)

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify _____

12. Form of Payment (check all that apply):

- a. cash
- b. in-kind; specify: nature _____
value _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 09-12-97

SUBMIT WITH BID

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

This disclosure form shall be completed by the reporting entity, whether subawardee 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.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of 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 subawardee, e.g., the first subawardee 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 "Subawardee" 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 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 influenced 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 and 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.
SF-LLL-Instructions Rev. 06-04-90«ENDIF»

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

2-1.015--FEDERAL LOBBYING RESTRICTIONS.-- Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid book. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Bid book. Signing the Bid book shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE).—This project is subject to Title 49 CFR 26.13(b):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the Agency specifies a goal for Underutilized Disadvantaged Business Enterprises (UDBEs). UDBE is a firm that meets the definition of DBE and is a member of one of the following groups:

1. Black Americans
2. Native Americans
3. Asian-Pacific Americans
4. Women

References to DBEs include UDBEs, but references to UDBEs do not include all DBEs.

Make work available to UDBEs and select work parts consistent with available UDBE subcontractors and suppliers.

Meet the UDBE goal shown in the Notice to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the UDBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm

Only UDBE participation will count towards the UDBE goal. DBE participation will count towards the Agency's Annual Anticipated DBE Participation Level and the California statewide goal.

Credit for materials or supplies you purchase from UDBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a UDBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a UDBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a UDBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a UDBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55.

UDBE Commitment Submittal

Submit UDBE information on the "Local Agency Bidder-UDBE Commitment (Construction Contracts)," Exhibit 15-G(1), form included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the UDBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the UDBE Commitment form to the Agency. UDBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the UDBE Commitment form unless the Agency requests it. If the Agency requests you to submit a UDBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each UDBE stating that it is participating in the contract. Include confirmation with the UDBE Commitment form. A copy of a UDBE's quote will serve as written confirmation that the UDBE is participating in the contract.

If you do not submit the UDBE Commitment form within the specified time, the Agency finds your bid nonresponsive.

Good Faith Efforts Submittal

If you have not met the UDBE goal, complete and submit the "UDBE Information - Good Faith Efforts," Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by UDBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your UDBE Commitment form shows that you have met the UDBE goal or if you are required to submit the UDBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the UDBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to UDBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate UDBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to UDBE firms.
2. Names of certified UDBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the UDBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified UDBEs through all reasonable and available means and provide sufficient time to allow UDBEs to respond.
3. Name of selected firm and its status as a UDBE for each item of work made available. Include name, address, and telephone number of each UDBE that provided a quote and their price quote. If the firm selected for the item is not a UDBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested UDBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using UDBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested UDBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the UDBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested UDBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the UDBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the UDBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid Protests shall be delivered to the following address:

City of Ridgecrest
Dept. of Public Works
500 W. California Ave.
Ridgecrest, CA 93555

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

City of Ridgecrest
Dept. of Public Works
500 W. California Ave.
Ridgecrest, CA 93555

A "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G(2)" form is included in the Bid book to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "Local Agency Bidder- Information (Construction Contracts), Exhibit 15-G(2)" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

The "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G(2)" form shall be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work;" in Section 8-1.06 "Time of Completion;" and in Section 8-1.07, "Liquidated Damages;" of the Standard Specifications and these special provisions.

The Contractor shall begin work within 15 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of Ridgecrest.

This work shall be diligently prosecuted to completion before the expiration of 90 WORKING DAYS beginning on the day that work commences.

The Contractor shall pay to the City of Ridgecrest the sum of \$ 500 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.1 LABOR NONDISCRIMINATION. -- Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

Required for ALL contracts administered under the Caltrans Standard Specifications. The contractor typically must pay the higher of either the State general prevailing wage rates or Federal minimum wage rates

5-1.2 PREVAILING WAGE. -- Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the City of Ridgecrest address. These wage rates are included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

5-1.3 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations.—The near edge of the excavation is 3.6 m or less from the edge of the lane, except:
 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 2. Excavations less than 0.3-m deep.
 3. Trenches less than 0.3-m wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles.—The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas.—Material or equipment is stored within 3.6 m of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 4.6 m from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 0.3-m transversely to 3 m longitudinally with respect to the edge of the traffic lane. If the 4.6-m minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Kilometers Per Hour)	Work Areas
Over 72 (45 Miles Per Hour)	Within 1.8 m of a traffic lane but not on a traffic lane
56 to 72 (35 to 45 Miles Per Hour)	Within 0.9-m of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

5-1.4 BUY AMERICA REQUIREMENTS. -- Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

5-1.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES. -- When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

5-1.6 SUBCONTRACTOR AND DBE RECORDS. -- The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" Form CEM-2402(F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month. This documentation shall be submitted on "Monthly DBE Trucking Verification" Form CEM-2404(F).

5-1.7 DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) indicating the DBEs' existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

5-1.8 PERFORMANCE OF SUBCONTRACTORS

The subcontractors listed by you in Bid book shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

UDBEs must perform work or supply materials as listed in the "Local Agency Bidder - UDBE Commitment" form specified under Section 2, "Bidding," of these special provisions. Do not terminate a UDBE listed subcontractor for convenience and perform the work with your own forces or obtain materials from other sources without prior written authorization from the Agency.

The Agency grants authorization to use other forces or sources of materials for requests that show any of the following justifications:

1. Listed UDBE fails or refuses to execute a written contract based on plans and specifications for the project.

2. You stipulate a bond is a condition of executing the subcontract and the listed UDBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed UDBE does not have a valid license under Contractors License Law.
4. Listed UDBE fails or refuses to perform the work or furnish the listed materials.
5. Listed UDBE's work is unsatisfactory and not in compliance with the contract.
6. Listed UDBE delays or disrupts the progress of the work.
7. Listed UDBE becomes bankrupt or insolvent.

If a listed UDBE subcontractor is terminated, you must make good faith efforts to find another UDBE subcontractor to substitute for the original UDBE. The substitute UDBE must perform at least the same amount of work as the original UDBE under the contract to the extent needed to meet the UDBE goal.

The substitute UDBE must be certified as a DBE at the time of request for substitution.

The Agency does not pay for work or material unless it is performed or supplied by the listed UDBE, unless the UDBE is terminated in accordance with this section.

5-1.9 SUBCONTRACTING

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of Ridgecrest may exercise the remedies provided under Pub Cont Code § 4110. The City of Ridgecrest may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.11 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, 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 agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the 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 subcontract performance, or noncompliance by a subcontractor.

**INSTRUCTIONS - LOCAL AGENCY BIDDER
UDBE COMMITMENT (CONSTRUCTION CONTRACTS) (Revised 03/09)**

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information may be submitted with your bid proposal. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by UDBEs. The UDBE should provide a certification number to the Contractor and expiration date. The form has a column for the Names of UDBE contractors to perform the work (who must be certified on the date bids are opened and include the UDBE address and phone number). Enter the UDBE prime's and subcontractors' certification numbers. Prime contractors shall indicate all work to be performed by UDBEs including, if the prime is a UDBE, work performed by its own forces.

IMPORTANT: Identify **all** UDBE firms being participating in the project regardless of tier. Names of the First Tier UDBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. Provide copies of the UDBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.

There is a column for the total UDBE dollar amount. Enter the Total Claimed UDBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of UDBE firms.

Exhibit 15-G (1) must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

**INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION
(CONSTRUCTION CONTRACTS) (Revised 03/09)**

SUCCESSFUL BIDDER:

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. The DBE should provide a certification number to the Contractor and expiration date. The DBE contractors should notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date bids are opened and include DBE address and phone number). Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces if a DBE.

IMPORTANT: Identify **all** DBE firms participating in the project--including all UDBEs listed on the UDBE Commitment form (Exhibit 15G(1)), regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the total DBE dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of DBE firms.

Exhibit 15-G (2) must be signed and dated by the successful bidder. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Award Date, Federal Share, Contract and Project Number fields, and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

CP-CEM-2403(F) (New. 10/99)

CONTACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT

Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit.

Attach DBE certification/Decertification letter in accordance with the Special Provisions

CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/DECERTIFICATION DATE Letter attached
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE
-------------------------------------	-------	-----------------------	------

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE
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Distribution Original copy -DLAE
Copy -1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Engineer

EXHIBIT 15-H UDBE INFORMATION ³/₄ GOOD FAITH EFFORTS

Federal-aid Project No. FTIP# KER050406 & FTIP# KER100405 Bid Opening Date _____

The _____ City of Ridgecrest _____ established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of 4.45% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – UDBE Commitment” form indicates that the bidder has met the UDBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of UDBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE

SUBMIT WITH BID OR WITHIN FOUR BUSINESS DAYS OF BID OPENING

participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

SUBMIT WITH BID OR WITHIN FOUR BUSINESS DAYS OF BID OPENING

Name of Agency/Organization	Method/Date of Contact	Results
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H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY

EXHIBIT 17-F FINAL REPORT UTILIZATION OF DISADVANTAGED BUSINESSES



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
LOCAL ASSISTANCE - FEDERAL - FINAL REPORT - UTILIZATION OF
DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER

SUBCONTRACTORS

Revised 8/04

CONTRACT NUMBER		COUNTY	LOCATION	PROJECT DESCRIPTION	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY			CONTRACT COMPLETION DATE	
PRIME CONTRACTOR/CONSULTANT				BUSINESS ADDRESS		FEDERAL SHARE (For local agency to complete) \$			FINAL CONTRACT AMOUNT \$	
CONTRACT ITEM No.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	SUBCONTRACTOR NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER & EXP. DATE	CONTRACT PAYMENTS					FEDERAL SHARE \$	
				NON-DBE	DBE	DBE (MINORITY)	DBE (NON- MINORITY WOMEN)	DBE (MINORITY WOMEN)	DATE WORK COMPLETE	DATE OF FINAL PAYMENT
\$ _____ ORIGINAL DBE COMMITMENT _____ Original DBE %				TOTAL PAYMENTS	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	DBE GOAL ATTAINMENT _____
List all First Tier Subcontractors and all Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on the back of the form. List actual amount paid to each of the DBE even if different than originally listed for goal credit.										
CONTRACTOR/CONSULTANT REPRESENTATIVE'S SIGNATURE						BUSINESS PHONE NUMBER			DATE	
RESIDENT PROJECT ENGINEERS SIGNATURE						BUSINESS PHONE NUMBER			DATE	
AGENCY										

Distribution: (1) Original plus one copy included in the Report of Expenditures - DLAE
(2) Copy - Local Agency files

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

SUBMIT WITH BID

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

Distribution: 1) Original – Local Agency Files

SUBMIT WITH BID

5-1.14 PAYMENTS. -- Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work, which will be recognized for progress payment purposes.

Clearing and Grubbing	\$ <u>0</u>
Develop Water Supply	\$ <u>0</u>
Roadside Clearing	\$ <u>0</u>

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work

APPENDIX A
Federal Prevailing Wages

See the Federal Web site, <http://www.gpo.gov/davisbacon/> for current rates and updates.

GENERAL DECISION: CA20100031 12/03/2010 CA31

Date: December 3, 2010

General Decision Number: CA20100031 12/03/2010

Superseded General Decision Number: CA20080031

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Inyo, Kern and Mono Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS.

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	04/02/2010
3	04/16/2010
4	06/25/2010
5	07/02/2010
6	07/09/2010
7	07/23/2010
8	08/13/2010
9	08/27/2010
10	09/03/2010
11	09/10/2010
12	12/03/2010

* ASBE0005-001 06/28/2010

INYO AND KERN

	Rates	Fringes
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 24.21	13.76
Insulator/asbestos worker (Includes the application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems).....	\$ 32.78	16.31

* ASBE0005-005 06/28/2010

INYO AND KERN

	Rates	Fringes
Asbestos Removal		

worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....\$ 18.70 8.65

ASBE0016-003 01/01/2010

MONO

Rates Fringes

Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 39.78 16.66

BOIL0092-005 10/01/2009

INYO AND KERN

Rates Fringes

BOILERMAKER.....\$ 40.22 22.26

BOIL0549-003 01/01/2009

MONO COUNTY

Rates Fringes

BOILERMAKER.....\$ 37.01 22.25

BRCA0004-005 05/01/2010

Rates Fringes

BRICKLAYER; MARBLE SETTER.....\$ 34.64 11.15

BRCA0018-010 09/01/2009

Rates Fringes

TERRAZZO FINISHER.....\$ 26.59 9.62
TERRAZZO WORKER/SETTER.....\$ 33.63 10.46

BRCA0018-011 08/01/2009

Rates Fringes

TILE LAYER.....\$ 30.04 10.84

BRCA0018-012 06/01/2008

KERN

	Rates	Fringes
MARBLE FINISHER.....	\$ 25.52	9.08
TILE FINISHER.....	\$ 21.07	7.88

 CARP0409-002 07/01/2008

	Rates	Fringes
Diver		
(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates" column are per day

 CARP0409-005 07/01/2010

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	6.67

 CARP0409-006 07/01/2008

	Rates	Fringes
CARPENTER		
(01) Carpenter, cabinet installer, insulation installer, floor worker and acoustical installer....	\$ 36.78	9.82
(02) Millwright.....	\$ 37.85	9.82
(03) Pile driver; Derrick barge; Bridge or Dock Carpenter; Heavy framer; Rockslinger; Rock Bargeman; Scowman.....	\$ 37.48	9.82
(04) Shingler (Commercial).\$	36.91	9.82
(05) Table Power Saw Operator.....	\$ 36.88	9.82
(06) Pneumatic Nailer or Power Stapler.....	\$ 37.03	9.82
(07) Roof Loader of Shingles (Commercial).....	\$ 25.84	9.82
(08) Saw Filer.....	\$ 36.87	9.82
(09) Scaffold Builder.....	\$ 28.55	9.82

FOOTNOTE: Work of forming in the construction of open cut
 sewers or storm drains, on operations in which horizontal
 lagging is used in conjunction with steel H-Beams driven or
 placed in pre-drilled holes, for that portion of a lagged
 trench against which concrete is poured, namely, as a
 substitute for back forms (which work is performed by
 piledrivers): \$0.13 per hour additional.

 ELEC0011-002 02/01/2010

COMMUNICATIONS AND SYSTEMS WORK

Rates Fringes

Communications System

Installer.....	\$ 26.99	3%+8.64
Technician.....	\$ 28.79	3%+8.64

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0428-001 06/01/2010

Rates Fringes

CABLE SPLICER

China Lake Naval Weapons Center, Edwards AFB.....	\$ 42.10	3%+16.14
Remainder of Kern County....	\$ 36.47	3%+16.14

ELECTRICIAN

China Lake Naval Weapons Center, Edwards AFB.....	\$ 38.78	3%+16.14
Remainder of Kern County....	\$ 33.15	3%+16.14

ELEC0477-001 06/01/2009

INYO AND MONO

Rates Fringes

ELECTRICIAN.....	\$ 34.00	3%+14.95
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CABLE SPLICER: \$1.00 above Electrician.

TUNNEL WORK: 10% above Electrician.

ELEC1245-001 06/01/2010

Rates Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..	\$ 46.14	13.41
(2) Equipment specialist (operates crawler tractors, commercial motor		

vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 36.85	12.36
(3) Groundman.....	\$ 28.19	12.10
(4) Powderman.....	\$ 41.20	12.53

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.33	20.035

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly
rate as vacation pay credit for employees with more than 5
years of service, and 6% for 6 months to 5 years of service.

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,
Labor Day, Veterans Day, Thanksgiving Day, Friday after
Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2009

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 36.83	17.22
GROUP 2.....	\$ 37.61	17.22
GROUP 3.....	\$ 37.90	17.22
GROUP 4.....	\$ 39.39	17.22
GROUP 5.....	\$ 40.49	17.22
GROUP 6.....	\$ 39.61	17.22
GROUP 7.....	\$ 40.71	17.22
GROUP 8.....	\$ 39.72	17.22
GROUP 9.....	\$ 40.82	17.22
GROUP 10.....	\$ 39.84	17.22
GROUP 11.....	\$ 40.94	17.22
GROUP 12.....	\$ 40.01	17.22
GROUP 13.....	\$ 40.11	17.22
GROUP 14.....	\$ 40.14	17.22
GROUP 15.....	\$ 40.22	17.22
GROUP 16.....	\$ 40.34	17.22
GROUP 17.....	\$ 40.51	17.22
GROUP 18.....	\$ 40.61	17.22
GROUP 19.....	\$ 40.72	17.22
GROUP 20.....	\$ 40.84	17.22
GROUP 21.....	\$ 41.01	17.22
GROUP 22.....	\$ 41.11	17.22
GROUP 23.....	\$ 41.22	17.22
GROUP 24.....	\$ 41.34	17.22
GROUP 25.....	\$ 41.51	17.22
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 38.18	17.22
GROUP 2.....	\$ 38.96	17.22

GROUP 3.....	\$ 39.25	17.22
GROUP 4.....	\$ 39.39	17.22
GROUP 5.....	\$ 39.61	17.22
GROUP 6.....	\$ 39.72	17.22
GROUP 7.....	\$ 39.84	17.22
GROUP 8.....	\$ 40.01	17.22
GROUP 9.....	\$ 40.18	17.22
GROUP 10.....	\$ 41.18	17.22
GROUP 11.....	\$ 42.18	17.22
GROUP 12.....	\$ 43.18	17.22
GROUP 13.....	\$ 44.18	17.22

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 38.68	17.22
GROUP 2.....	\$ 39.46	17.22
GROUP 3.....	\$ 39.75	17.22
GROUP 4.....	\$ 39.89	17.22
GROUP 5.....	\$ 40.11	17.22
GROUP 6.....	\$ 40.22	17.22
GROUP 7.....	\$ 40.34	17.22

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

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.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

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 (Skid 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; Horizontal Directional Drilling Machine; 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; 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); Self-propelled 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)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton)

capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or

track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side

of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE ♦ of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2009

Rates Fringes

OPERATOR: Power Equipment
(DREDGING)

(1) Leverman.....	\$ 44.83	17.22
(2) Dredge dozer.....	\$ 40.36	17.22
(3) Deckmate.....	\$ 40.25	17.22
(4) Winch operator (stern winch on dredge).....	\$ 39.70	17.22
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 39.16	17.22
(6) Barge Mate.....	\$ 39.77	17.22

IRON0002-004 07/01/2010

Rates Fringes

Ironworkers:

Fence Erector.....	\$ 26.58	15.26
Ornamental, Reinforcing and Structural.....	\$ 33.00	23.73

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-001 09/01/2010

Rates Fringes

Brick Tender.....	\$ 27.17	14.72
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LABO0300-003 07/01/2010

Rates Fringes

LABORER (GUNITE)

GROUP 1.....	\$ 30.04	17.37
GROUP 2.....	\$ 29.09	17.37
GROUP 3.....	\$ 25.55	17.37

LABORER (TUNNEL)

GROUP 1.....	\$ 31.24	14.98
GROUP 2.....	\$ 31.56	14.98
GROUP 3.....	\$ 32.02	14.98

GROUP 4.....	\$ 32.71	14.98
LABORER		
GROUP 1.....	\$ 26.33	14.75
GROUP 2.....	\$ 26.88	14.75
GROUP 3.....	\$ 27.43	14.75
GROUP 4.....	\$ 28.98	14.75
GROUP 5.....	\$ 29.33	14.75

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Bull gang mucker, track person; Changehouse person; Concrete crew, including rodder and spreader; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person

GROUP 2: Chucktender, cabledtender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); Vibrator person, jack hammer, pneumatic

tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0882-002 01/01/2010

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 26.15	14.25

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO1184-001 07/01/2010

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 27.05	11.65
(2) Vehicle Operator/Hauler.	\$ 27.22	11.65
(3) Horizontal Directional Drill Operator.....	\$ 29.07	11.65
(4) Electronic Tracking Locator.....	\$ 31.07	11.65
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 28.50	14.56
GROUP 2.....	\$ 29.80	14.56
GROUP 3.....	\$ 31.81	14.56
GROUP 4.....	\$ 33.55	14.56

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment;

repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

PAIN0036-009 01/06/2010

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 29.19	12.19

* PAIN0036-021 08/01/2010

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Journeyman Painter.....	\$ 25.20	9.68
(2) Repaint.....	\$ 23.10	9.68
(3) High Iron & Steel - Kern County only.....	\$ 27.20	9.68
(4) All other work.....	\$ 29.32	9.68

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.
HIGH IRON & STEEL:

Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

PAIN0169-002 01/01/2010

	Rates	Fringes
GLAZIER.....	\$ 31.18	14.15

PAIN1247-001 09/01/2009

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 20.27	8.79

PLAS0200-007 08/04/2010

	Rates	Fringes
PLASTERER.....	\$ 30.21	14.23

U.S. MARINE CORPS-PICKLE MEADOW & MOUNTAIN WARFARE TRAINING CENTER:
\$3.00 additional per hour.

PLAS0500-002 07/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.50	19.85

PLUM0345-001 07/01/2009

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.	\$ 26.70	13.84
Sewer & Storm Drain Work....	\$ 25.18	15.67

PLUM0460-002 07/01/2009

	Rates	Fringes
PLUMBER (Plumber, Pipefitter, Steamfitter, Refrigeration) 0 to 50 miles radius from 6718 Meany Avenue in Bakersfield.....	\$ 32.57	16.84
50 to 75 miles radius.....	\$ 37.07	16.84
75 miles radius or more.....	\$ 39.57	16.84

FOOTNOTE: Work from a swinging scaffold, swinging basket, spider or from a bosun chair: 10% above the regular rate of pay for that day.

* ROOF0027-001 09/01/2010

	Rates	Fringes
ROOFER.....	\$ 27.65	8.07

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

SFCA0669-007 04/01/2010

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.35	17.60

SHEE0105-003 07/01/2010

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 42.54	17.72
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 35.56	22.90

SHEE0105-004 07/01/2010

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 34.11	16.17

TEAM0011-002 07/01/2008

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 26.44	18.24
GROUP 2.....	\$ 26.59	18.24
GROUP 3.....	\$ 26.72	18.24
GROUP 4.....	\$ 26.91	18.24
GROUP 5.....	\$ 26.94	18.24
GROUP 6.....	\$ 26.97	18.24
GROUP 7.....	\$ 27.22	18.24
GROUP 8.....	\$ 27.47	18.24
GROUP 9.....	\$ 27.67	18.24
GROUP 10.....	\$ 27.97	18.24
GROUP 11.....	\$ 28.47	18.24
GROUP 12.....	\$ 28.90	18.24

WORK ON ALL MILITARY BASES:
PREMIUM PAY: \$3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training

Center, Bridgeport, Point Arguello, Point Conception,
Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively

bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

APPENDIX B
Quality Assurance Program Manual

CITY OF RIDGECREST
QUALITY ASSURANCE PROGRAM

JUNE 2009

CONTENTS

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ATTACHMENTS*

- Attachment #1 – Appendix D “Acceptance Sampling and Testing Frequencies”
- Attachment #2 – Exhibit 16-V of the Local Assistance Procedures Manual “Source Inspection Request”
- Attachment #3 – Appendix F “Construction Materials Accepted by a Certificate of Compliance”
- Attachment #4 – Appendix J “Example Certificates of Compliance
- Attachment #5 – Appendix K “Examples of Materials Certificates / Exceptions”
- Attachment #6 – Appendix H “Example of Log Summary Sheet”

* Appendices are from the Caltrans Quality Assurance Program Manual

QUALITY ASSURANCE PROGRAM (QAP)

AGENCY: CITY OF RIDGECREST

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequent if there are changes of the testing frequencies or to the tests themselves. To accomplish this purpose, the following terms and definitions will be used:

DEFINITION OF TERMS

- Acceptance Testing (AT) – Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- Independent Assurance Program (IAP) – Verification that AT is being performed correctly by qualified testers and laboratories.
- Quality Assurance Program (QAP) – A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT, and IAP.
- Source Inspection – AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.

MATERIALS LABORATORY

The AGENCY will use their own materials laboratory or a private consultant materials laboratory to perform AT on Federal-aid and other designated projects. The materials laboratory shall be under the responsible management of a California registered Engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

1. Correlation Testing Program – The materials laboratory shall be a participant in one or more of the following testing programs:
 - a. AASHTO Materials Reference Laboratory (AMRL)
 - b. Cement and Concrete Reference Laboratory (CCRL)
 - c. Caltrans' Reference Samples Program (RSP)
2. Certification of Personnel – The materials laboratory shall employ personnel who are certified by one or more of the following:
 - a. Caltrans District Materials Engineer
 - b. Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt, National Institute of Certification of Engineering Technologies, etc.
 - c. Other recognized organizations approved by the State of California and/or Recognized by local governments or private associations.
3. Laboratory and Testing Equipment – The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

ACCEPTANCE TESTING (AT)

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Testing methods will be in accordance with the CT Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications.

Sample locations and frequencies may be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Attachment #1 (Appendix D, "Acceptance Sampling and Testing Frequencies" of the QAP Manual).

INDEPENDENT ASSURANCE PROGRAM (IAP)

IAP shall be provided by personnel from Caltrans, the Agency's certified materials laboratory, or consultant's certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated.

IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT.

IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the Agency. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

REPORTING ACCEPTANCE TESTING RESULTS

The following are time periods for reporting material test results to the Resident Engineer:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
 - (1) Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
 - (2) Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Resident Engineer's staff, shall be done on an expedited basis such as by fax or telephone.

TESTING OF MANUFACTURED MATERIALS

During the Design phase of the project, the Project Engineer may submit a "Source Inspection Request" see Attachment#2 (Exhibit 16-V of the LAPM) to the Agency, consultant, or Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in Attachment #3 (Appendix F of the QAP Manual). All certificates of compliance shall conform to the requirements of the contract specifications, for examples see Attachment #4 (Appendix J of the QAP Manual).

Should the Agency request Caltrans to conduct the source inspection, and the request is accepted, all sampling, testing, and acceptance of manufactured and prefabricated materials will be performed by Caltrans' Office of Materials Engineering and Testing Services.

For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers.

PROJECT CERTIFICATION

Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Resident Engineer. The Agency shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's construction records. The Resident Engineer in charge of the construction function for the Agency shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders. See Attachment # 5 for an example (Appendix K of the QAP Manual).

RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual.
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project voucher.
- The use of a "Log Summary," as shown in Appendix H of the QAP Manual (See Attachment # 6), facilitates reviews of material sampling and testing by Caltrans and FHWA, and assists the Resident Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

APPENDIX C

FIGURE 1
RECONSTRUCTION PLAN OF:
DOWNS ST. & FELSPAR AVE.