



**CITY OF RIDGECREST
NOTICE TO BIDDERS &
SPECIAL PROVISIONS
FOR
COLLEGE HEIGHTS BLVD.
ROADWAY IMPROVEMENTS
PROJECT
FRANKLIN AVE. TO JAVIS AVE.
STPL-5385 (037)**

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:	
Bids Due/Bid Opening:	TBD
Contractor License Requirement(s):	Class A and City Business
Project Completion Time:	35 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

*Dates subject to change with prior notice



100 West California Avenue
Ridgecrest, California 93555

CITY COUNCIL:

Mayor	Ron Carter
Mayor Pro tempore	Chip Holloway
Vice Mayor	Jerry Taylor
Councilmember	Steven Morgan
Councilmember	Jason Patin

STAFF:

City Manager	Kurt Wilson
Public Works Director	Dennis Speer

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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 **4:00 p.m. on TBD.**

DESCRIPTION OF WORK: The general nature of the work involves the cold-planing and hauling off existing asphalt concrete, grading and compaction of aggregate base material, and repaving the existing roadway with hot mix asphalt. The project scope also includes, but is not limited shoulder backing, AC dike construction, minor concrete involving, sewer frame cover adjustments, and removal and replacement of concrete ADA ramps, and striping / signage.

SITE OF WORK: The site of the work is located on College Heights Blvd. from Franklin Ave. to Jarvis Ave in the City of Ridgecrest.

COMPLETION OF WORK: All work must be completed within thirty-five (35) working days after the commencement date stated in the Notice to Proceed.

LIQUIDATED DAMAGES: Liquidated damages of **seven hundred and fifty dollars (\$750.00)** 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 **4:00 p.m. on TBD** the above mentioned office of the City Clerk.

OBTAINING CONTRACT DOCUMENTS: The contract documents are entitled "COLLEGE HEIGHTS BLVD. ROADWAY IMPROVEMENTS PROJECT STPL-5385(037)." 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 **fifty dollars (\$50.00)** per set.

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 6.5% 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 "COLLEGE HEIGHTS BLVD. ROADWAY IMPROVEMENTS PROJECT STPL-5385(037)", bid opening at **4:00 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 Project Engineer's office, Helt Engineering Inc. 661-323-6045.

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
- Agreement for Investment Funds {Contractor Option}
- Performance Bond
- Payment Bond
- General Conditions
- Special Conditions
- Construction Specifications
- Project Plans
- Standard Plans
- Addenda Issued Prior to Bid Opening
- Certificate(s) of Insurance
- Workman's Compensation Certificate

(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 "COLLEGE HEIGHTS BLVD. ROADWAY IMPROVEMENTS PROJECT STPL-5385(037)", addressed to the City Clerk, City of Ridgecrest, be delivered thereto on or before **4:00 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 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. The City may also reject a bid if there is a history or knowledge of materials from the supplier not meeting specifications or if the contractor has a history of poor workmanship.

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.

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 are 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 6.5% 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.

100 West California Avenue
Ridgecrest, California 93555

**COLLEGE HEIGHTS BLVD. ROADWAY IMPROVEMENTS
PROJECT STPL -5385(037)**

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

**COLLEGE HEIGHTS BLVD. ROADWAY IMPROVEMENTS
PROJECT STPL -5385(037)**

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

Contractor's License Number - State of California

SUBMIT WITH BID

CITY OF RIDGECREST
100 West California Avenue
Ridgecrest, California 93555

**COLLEGE HEIGHTS BLVD. ROADWAY IMPROVEMENTS
PROJECT STPL -5385(037)**

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

**COLLEGE HEIGHTS BLVD. ROADWAY IMPROVEMENTS
PROJECT STPL -5385(037)**

***NONCOLLUSION 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

CONTRACTOR

By

Title

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

**COLLEGE HEIGHTS BLVD. ROADWAY IMPROVEMENTS
PROJECT STPL -5385(037)**

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 College Heights Blvd. Roadway Improvements Project STPL – 5385(037), 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

The undersigned as bidder declares that the only persons or parties interested in this bid as principals are those named herein, that this bid is made without collusion with any person, firm, or corporation,

SUBMIT WITH BID

and he proposes and agrees if this bid is accepted that he will execute a contract with the City of Ridgecrest substantially in the form of the contract set forth in the contract documents, that he will accept in full payment thereof for the following lump sum cost and unit prices, to wit:

SUBMIT WITH BID

**COLLEGE HEIGHTS BLVD. ROADWAY IMPROVEMENTS
PROJECT STPL - 5385(037)**

SCHEDULE OF BID ITEMS

ITEM NO.	ITEM CODE	UNIT OF MEASURE	ESTIMATED QUANTITY	PRICE PER UNIT	TOTAL PRICE
1	Bonds and Insurance	L.S.	1		
2	Mobilization / Demobilization	L.S.	1		
3	Cold Plane & Remove Existing Asphalt Concrete	S.Y.	29789		
4	Clearing, Grubbing, Sawcut, & Site Demolition	L.S.	1		
5	Grading & Compaction Cut/Fill and Haul Excess material	L.S.	1		
6	3" Type B Hot Mix Asphalt Concrete	TON	5127		
7	AC Joint Treatment Per Plans	L.S.	1		
8	Retrofit Curb Ramp per Plans	EA.	8		
9	8" Type "A" AC Dike	L.F.	2482		
10	8" Type "D" AC Dike	L.F.	63		
11	Adjust Sewer Manhole to Grade	EA.	23		
12	Install Street Sign Per Plans	EA.	49		
13	Striping and Markings Per Plans	L.S.	1		
14	Traffic Control / Construction Area Signs	L.S.	1		
15	Quality Control Program	L.S.	1		
16	Construction Survey / Staking / Record Drawings	L.S.	1		
17	Stormwater Prevention Plan and Implementation	L.S.	1		
18	Desert Tortoise Training / Pre-Construction Surveys	L.S.	1		
19	Site Watering / Dust Control	L.S.	1		
20	Site Clean-Up	L.S.	1		

BID TOTAL \$ _____

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

Selection of Bidder

SUBMIT WITH BID

Selection of bidder shall be based on the lowest responsible and responsive bid. The City has the option to reject all bids with or without cause. The City also may at its discretion remove any item or street from this project. 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.

SIGNATURE: _____

PRINT NAME/TITLE: _____

INDEX: LF = Linear Feet LS = Lump Sum EA = Each SY = Square Yard CY = Cubic Yard

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.

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.)

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

**COLLEGE HEIGHTS BLVD. ROADWAY IMPROVEMENTS
PROJECT STPL -5385(037)**

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 "College Heights Blvd. Roadway Improvements Project STPL 5385 (037)".

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,

SUBMIT WITH BID

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.

Date

PRINCIPAL

By
Title

SURETY

By
Title

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

SUBMIT WITH BID

**COLLEGE HEIGHTS BLVD. ROADWAY IMPROVEMENTS
PROJECT STPL -5385(037)**

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

COLLEGE HEIGHTS BLVD. ROADWAY IMPROVEMENTS PROJECT STPL-5385(037)

As of _____, 2012, 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 County of Kern, 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 35 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 \$750.00 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.

(d) Contractor is required to coordinate and schedule with utility companies for adjustment of valves, vaults, surface appurtenances, etc.

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, construction management, 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, construction management, and materials testing 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 to the Contractor.

(c) The Contractor shall be liable for the Agency's additional inspection, construction management, and material testing costs. The Agency may deduct these additional inspection, construction management, and materials testing costs from progress payments or from the final payment.

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 more 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.

Section 48. Workmanship.

(a) A product that does not reflect a workmanlike quality shall be removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such removal or replacement.

(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 to the Contractor.

(c) The Contractor shall be liable for the Agency's additional inspection, construction management, and material testing costs. The Agency may deduct these additional inspection, construction management, and materials testing costs from progress payments or from the final payment.

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]

Approved: _____
Attorney for Owner

Seal if Corporation:

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Governing Board of City of Ridgecrest (herein "Agency"), on _____, 2012, awarded to _____ (herein the "Principal"), a contract for **College Heights Blvd. Roadway Improvements Project STPL-5385 (037)**

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 Sate 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)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Governing Board of City of Ridgecrest (herein "Agency"), on _____, 2012, awarded to _____ (herein the "Principal"), a contract for **College Heights Blvd. Roadway Improvements Project STPL-5385 (037)**

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: _____ (Attorney-in-fact)

(Attach Acknowledgment)

GUARANTEE

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

In accordance with the terms of the Contract for the **College Heights Blvd. Roadway Improvements Project STPL-5385 (037)** 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

GENERAL LIABILITY SPECIAL ENDORSEMENT		Endorsement No. _____	Effective: _____
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy Number: _____ Policy Period: _____ TM Deductible TM Self-Insured (check which) of \$ _____		
NAMED INSURED:	APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City checked here TM in which case, only the following specific agreements and permits with the City are covered: ENTITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE TM Commercial General Policy TM Business General Policy TM Other	OTHER PROVISIONS:		
LIMIT OF LIABILITY \$ _____ per accident for bodily injury and property LOSS ADJUSTMENT EXPENSE TM Included in limits TM 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 insureds. 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 (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 Insured's primary coverage. Any insurance or self-insurance maintained by the City, its offices, officials, employees, and volunteers shall be excess of the 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 Entity. 4. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: (1) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001 (Ed.11/88); or (2) If excess, affords coverage which is at least as broad as the primary insurance form 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 TM Broker/Agent TM Underwriter TM 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: _____ <div style="text-align: right;">(original signature required)</div> Telephone: _____ Date Signed: _____		

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

**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

TM Broker/Agent TM Underwriter TM

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.

Companies

Best's Rating

INSURED

Company Letter **A** _____
 Company Letter **B** _____
 Company Letter **C** _____

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 <small>™ Commercial General Liability</small> <small>™ Claims Made ™ Occur.</small> <small>™ Owners & Contractor's</small> <small>™ Other</small>				General Aggregate	\$
					Products-Comp/Op Agg	\$
					Personal & Adv. Injury	\$
					Each Occurrence	\$
					Fire Damage (any one fire)	\$
					Med. Exp. (any one person)	\$
	Automobile Liability <small>™ Any Auto</small> <small>™ All Owned Autos</small> <small>™ Scheduled Autos</small> <small>™ Hired Autos</small> <small>™ Non-Owned Autos</small> <small>™ Garage Utility</small>				Combined Single Limit	\$
					Bodily Injury (per person)	\$
					Bodily Injury (per accident)	\$
					Property Damage	\$
	Excess Liability <small>™ Umbrella Form</small> <small>™ Other Than Umbrella</small>				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. _____

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

GENERAL CONDITIONS

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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, "Standard Specifications for Public Works Construction", 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 contractor's 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
Telephone: 760-375-6616

Mediacom Cablevision
543 Inyokern Road
Ridgecrest, California 93555
Attn: Terry May
Telephone: 760-608-7029

Indian Wells Valley Water District
500 West Ridgecrest Boulevard
P. O. Box 399
Ridgecrest, California 93555
Attn: Renee Morquecho
Telephone: 760-384-5520

Pacific Gas and Electric
530 South China Lake Boulevard
Ridgecrest, California 93555
Attn: Dominic Othart
Telephone: 661-874-5817

Southern California Edison
510 South China Lake Boulevard
Ridgecrest, California 93555
Attn: Dean Blackwell
Telephone: 760-375-1853

City of Ridgecrest-Wastewater
100 W. California Ave.
Ridgecrest, CA 93555
Attn: John Bracken
760-446-4631

(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
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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 occur 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 City, except for retesting that is necessary due to a failed test. Retests will be deducted from contractor payment.

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 **SEVEN HUNDRED AND FIFTY DOLLARS (\$750.00)** 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.
 1. Workmanship
 2. Materials
- (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.
- (e) For work found deficient in workmanship and / or materials, the costs for inspection, construction management, and testing.

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

SC-1 Requirements

The general nature of the work involves cold-planing and hauling off existing asphalt concrete, and repaving the existing roadway with hot mix asphalt. The project scope also includes, but is not limited to shoulder backing, AC dike construction, striping / signage, and minor concrete involving utility frame cover adjustments, and removal and replacement of concrete ADA ramps.

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 thirty (35) 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 **seven-hundred and fifty dollars (\$750.00)** per day

will be made upon payments by the City to the contractor hereunder for each and every working 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.

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, is not qualified or is poorly qualified or equipped to do the work. 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 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. The contractor shall submit a traffic control plan for approval prior to beginning work.
2. Contractor shall provide all necessary detour signs, warning signs, safety devices, and flagmen as required for the benefit and safety of the traveling public.
3. Contractor shall assure that adequate ingress and egress is provided to all commercial establishments adjacent to the work at all times.
4. 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.

SC-19 Equipment Staging

Equipment shall only be staged on paved surfaces. Kendall Ave. just west of College Heights Blvd. is offered as a staging area. All equipment shall have plastic tarps placed beneath them. Any debris left behind from the equipment shall be cleaned up daily. Any damage to the existing roadway from the equipment shall be restored to its original condition. Staged equipment shall have adequate delineation placed around it.

SECTION 14. FEDERAL REEQUIREMENTS FOR FEDERAL-AID CONSTRUCTION ON PROJECTS

Schedule B—Information for Determining Joint Venture Eligibility

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.

(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.).

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."

Revised 3-95
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.

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 worked 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 regarding the seriousness of these and similar acts,

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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

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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.

civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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.

Female and Minority Goals

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

Minority Utilization Goals

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehema	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	
	CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA	
	CA Santa Cruz	14.9
177	7500 Santa Rosa	
	CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA	
	CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo	
Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3	

178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

Training

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of Ridgecrest:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County's of Ridgecrest approval for this submitted information before you start work. The City/County of Ridgecrest credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of Ridgecrest and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - 1.1. Meet the your equal employment opportunity responsibilities
 - 1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of Ridgecrest reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:

- 2.1. Contribute to the cost of the training
- 2.2. Provide the instruction to the apprentice or trainee
- 2.3. Pay the apprentice's or trainee's wages during the off-site training period

3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting your performance under this section.

(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 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

6. Federal Department/Agency:

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

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: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

**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

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 Agency may consider the UDBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the UDBE goal.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

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 35 WORKING DAYS beginning on the day that work commences.

The Contractor shall pay to the City of Ridgecrest the sum of \$ 750 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

Liquidated Damages

Liquidated Damages are based on the estimated cost of field construction engineering. In special cases, liquidated damages greater than the estimated field construction engineering cost may be specified provided detailed reasons are given to support the greater amount. In every case, show the calculations that support the recommended rate. Liquidated Damages are not to be used as disincentives or incentives to encourage timely completion.

Use the following formula for highway construction projects to avoid excessive liquidated damages:

$$\frac{L\% \text{ (See Table below) } \times \text{Engineer's Estimate} + \text{RE Office Expenses}^*}{\text{Working Days}^{**}} = \text{Liq Dam/calendar day}$$

* Resident Engineer office expenses over the life of the contract should be added unless the cost is already included in the Engineer's Estimate.

** Working days used to calculate liquidated damages should not include water pollution establishment or plant establishment days. 14

LIQUIDATED DAMAGES

TABLE (L%)

Project Type

Project Estimate	Resurfacing */Rehab	New Highway	Realignment /Widening	Landscaping	Soundwall	Others
Over \$30 million	10 %	10 %	13%	15 %	15 %	15 %
\$10 million to \$30 million	10 %	12 %	15 %	15 %	15 %	15 %
\$5 million to \$10 million	10 %	15 %	15 %	15 %	15 %	15 %
\$750k to \$5 million	15 %	15%	15 %	18 %	18 %	15 %
Less Than \$750k	15 %	20 %	20 %	18 %	20 %	15 %

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.

5-1.2 PARTNERING -- The City of Ridgecrest will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the City of Ridgecrest and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator, and of the expenses for obtaining the workshop site. The State's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

EXHIBIT 15-G1 LOCAL AGENCY BIDDER UDBE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

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) African Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Women. This information may be submitted with your bid. 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 bid nonresponsive

A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Asian-Pacific Americans, Native Americans, or Women.

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract UDBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by UDBEs. Prime contractors shall indicate all work to be performed by UDBEs including, if the prime is a UDBE, work performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Contractor and expiration date. Enter the UDBE prime's and subcontractors' certification numbers. 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).

IMPORTANT: Identify **all** UDBE firms 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.

There is a column for the UDBE participation 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-G1 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 Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: \$ _____

BID DATE: _____

BIDDER'S NAME: _____

CONTRACT UDBE GOAL: _____

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that all DBE certification have been verified and Information is complete and accurate.

Print Name

Signature

Date

Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed DBE Participation

\$ _____

%

Signature of Bidder

Date

(Area Code) Tel. No.

Person to Contact (Please Type or Print)

Local Agency Bidder DBE Information (Construction Contracts)
(Rev 6/26/09)

For Caltrans Review:

Print Name

Signature

Date

Caltrans District Local Assistance Engineer

- Distribution:** (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of contract execution. Failure to send a copy to the DLAE within 15 days of contract execution may result in de-obligation of funds for this project.
 (2) Copy – Include in award package to Caltrans District Local Assistance
 (3) Original – Local agency files

SUBMIT WITH BID OR WITHIN FOUR BUSINESS DAYS OF BID OPENING

**INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION
(CONSTRUCTION CONTRACTS)**

SUCCESSFUL BIDDER:

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract UDBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter DBE prime and subcontractors certification number. 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.

IMPORTANT: Identify **all** DBE firms participating in the project--including all UDBEs listed on the UDBE Commitment form (Exhibit 15-G1), 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 DBE participation 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-G2 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 Local Agency Contract Number, Federal-aid Project Number, Federal Share, Contract Award Date 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 informations 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—GOOD FAITH EFFORTS

Federal-aid Project No. STPL-5385(037) Bid Opening Date _____

The City of Ridgecrest established an Underutilized Disadvantaged Business Enterprise (UDBE) goal of 6.5 % 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):

<u>Publications</u>	<u>Dates of Advertisement</u>

- 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.):

<u>Names of UDBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>

SUBMIT WITH BID OR WITHIN FOUR BUSINESS DAYS OF BID OPENING

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 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:

SUBMIT WITH BID OR WITHIN FOUR BUSINESS DAYS OF BID OPENING

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.):

<u>Name of Agency/Organization</u>	<u>Method/Date of Contact</u>	<u>Results</u>
<hr/>		
<hr/>		

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

SUBMIT WITH BID OR WITHIN FOUR BUSINESS DAYS OF BID OPENING

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
**FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
 (DBE), FIRST-TIER SUBCONTRACTORS EXHIBIT 17-F**

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY			CONTRACT COMPLETION DATE		
PRIME CONTRACTOR				BUSINESS ADDRESS				ESTIMATED CONTRACT AMOUNT \$			
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS						DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-DBE	DBE	BA UDBE	APA UDBE	NA UDBE	W UDBE		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
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				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
ORIGINAL COMMITMENT \$ _____ UDBE			TOTAL	\$	\$	\$	\$	\$	\$	BA- Black American APA- Asian-Pacific Islander NA-Native American W-Woman	
<p>List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) and underutilized DBEs (UDBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual UDBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.</p>											

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE						BUSINESS PHONE NUMBER			DATE		
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT											
RESIDENT ENGINEER'S SIGNATURE						BUSINESS PHONE NUMBER			DATE		

Copy Distribution-Caltrans contracts:	Original - District Construction	Copy- Business Enterprise Program	Copy- Contractor
Copy Distribution-Local Agency contracts:	Original - District Local Assistance Engineer (submitted with the Report of Expenditure)	Copy- District Local Assistance Engineer	Copy- Local Agency file

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.)
<hr/>				
<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.)
<hr/>				
<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.)
<hr/>				
<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.)
<hr/>				

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.

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.

SECTION V - CONSTRUCTION SPECIAL PROVISIONS

STANDARD SPECIFICATIONS AND STANDARD PLANS

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: **August 6, 2011**

A copy of the current amendments is available at http://www.dot.ca.gov/hq/esc/oe/specs_html/2006_specs.html.

8-1.01 AGENCY FURNISHED MATERIALS

Attention is directed to Section 6-1.02, "State-Furnished Materials," of the Standard Specifications and these special provisions.

The following materials MAY be furnished to the Contractor, at the discretion of the :

NONE

8-2.01 PORTLAND CEMENT CONCRETE

Portland cement concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," of the Standard Specifications and these special provisions.

The Department maintains a list of sources of fine and coarse aggregate that have been approved for use with a reduced amount of supplementary cementitious material in the total amount of cementitious material to be used. A source of aggregate will be considered for addition to the approved list if the producer of the aggregate submits to the Transportation Laboratory certified test results from a qualified testing laboratory that verify the aggregate complies with the requirements. Before the testing starts, the aggregate test shall be registered with the Department. A registration number can be obtained by calling (916) 227-7228. The registration number shall be used as the identification for the aggregate sample in correspondence with the Department. Upon request, a split of the tested sample shall be provided to the Department. Approval of aggregate will depend upon compliance with the specifications, based on the certified test results submitted, together with any replicate testing the Department may elect to perform. Approval will expire 3 years from the date the most recent registered and evaluated sample was collected from the aggregate source.

Qualified testing laboratories shall conform to the following requirements:

1. Laboratories performing ASTM Designation: C 1293 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Concrete Proficiency Sample Program and shall have received a score of 3 or better on each test of the previous 2 sets of concrete samples.
2. Laboratories performing ASTM Designation: C 1260 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Pozzolan Proficiency Sample Program and shall have received a score of 3 or better on the shrinkage and soundness tests of the previous 2 sets of pozzolan samples.

Aggregates on the list shall conform to one of the following requirements:

1. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1293, the average expansion at one year shall be less than or equal to 0.040 percent; or
2. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1260, the average of the expansion at 16 days shall be less than or equal to 0.15 percent.

If the aggregates used in the concrete are on the Department's list, the minimum amount of supplementary cementitious material shall conform to the following:

1. If fly ash or natural pozzolan conforming to the provisions in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials," of the Standard Specifications is used, the minimum amount of supplementary cementitious material shall be 15 percent by weight of the total cementitious material; or
2. If silica fume conforming to the provisions in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials," of the Standard Specifications is used, the minimum amount of supplementary cementitious material shall be 7 percent by weight of the total cementitious material.

The limitation on tricalcium silicate (C3S) content in Type II cement specified in Section 90-2.01A, "Cement," of the Standard Specifications shall not apply.

8-2.02 ASPHALTS

SECTION 92 ASPHALTS

(Amended 03-21-08)

92-1.01 DESCRIPTION

Asphalt is refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt that are prepared from crude petroleum. Asphalt is:

1. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin
2. Free from water
3. Homogeneous

92-1.02 MATERIALS

GENERAL

Furnish asphalt under the Department's "Certification Program for Suppliers of Asphalt." The Department maintains the program requirements, procedures, and a list of approved suppliers at:

<http://www.dot.ca.gov/hq/esc/Translab/fpm/fpmcoc.htm>

Transport, store, use, and dispose of asphalt safely.

Prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

GRADES

Performance graded (PG) asphalt binder is:

Performance Graded Asphalt Binder

Property	AASHTO Test Method	Specification				
		Grade				
		PG 58-22 ^a	PG 64-10	PG 64-16	PG 64-28	PG 70-10
Original Binder						
Flash Point, Minimum °C	T 48	230	230	230	230	230
Solubility, Minimum % ^b	T 44	99	99	99	99	99
Viscosity at 135°C, ^c Maximum, Pa·s	T 316	3.0	3.0	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 1.00	64 1.00	64 1.00	64 1.00	70 1.00
RTFO Test, ^e Mass Loss, Maximum, %	T 240	1.00	1.00	1.00	1.00	1.00
RTFO Test Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 2.20	64 2.20	64 2.20	64 2.20	70 2.20
Ductility at 25°C Minimum, cm	T 51	75	75	75	75	75
PAV ^f Aging, Temperature, °C	R 28	100	100	100	100	110
RTFO Test and PAV Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum G*/sin(delta), kPa	T 315	22 ^d 5000	31 ^d 5000	28 ^d 5000	22 ^d 5000	34 ^d 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, Mpa Minimum M-value	T 313	-12 300 0.300	0 300 0.300	-6 300 0.300	-18 300 0.300	0 300 0.300

Notes:

- Use as asphalt rubber base stock for high mountain and high desert area.
- The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."
- The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- Test the sample at 3°C higher if it fails at the specified test temperature. G*/sin(delta) remains 5000 kPa maximum.
- "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T 240 or ASTM Designation: D 2872. The residue from mass change determination may be used for other tests.
- "PAV" means Pressurized Aging Vessel.

Performance graded polymer modified asphalt binder (PG Polymer Modified) is:

Performance Graded Polymer Modified Asphalt Binder ^a

Property	AASHTO Test Method	Specification Grade		
		PG 58-34 PM	PG 64-28 PM	PG 76-22 PM
Original Binder				
Flash Point, Minimum °C	T 48	230	230	230
Solubility, Minimum % ^b	T 44 ^c	98.5	98.5	98.5
Viscosity at 135°C, ^d Maximum, Pa·s	T 316	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 1.00	64 1.00	76 1.00
RTFO Test , Mass Loss, Maximum, %	T 240	1.00	1.00	1.00
RTFO Test Aged Binder				
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 2.20	64 2.20	76 2.20
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum (delta), %	T 315	Note e 80	Note e 80	Note e 80
Elastic Recovery ^f , Test Temp., °C Minimum recovery, %	T 301	25 75	25 75	25 65
PAV ^g Aging, Temperature, °C	R 28	100	100	110
RTFO Test and PAV Aged Binder				
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum G*·sin(delta), kPa	T 315	16 5000	22 5000	31 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, MPa Minimum M-value	T 313	-24 300 0.300	-18 300 0.300	-12 300 0.300

Notes:

- a. Do not modify PG Polymer Modified using acid modification.
- b. The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."
- c. The Department allows ASTM D 5546 instead of AASHTO T 44
- d. The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- e. Test temperature is the temperature at which G*/sin(delta) is 2.2 kPa. A graph of log G*/sin(delta) plotted against temperature may be used to determine the test temperature when G*/sin(delta) is 2.2 kPa. A graph of (delta) versus temperature may be used to determine delta at the temperature when G*/sin(delta) is 2.2 kPa. The Engineer also accepts direct measurement of (delta) at the temperature when G*/sin(delta) is 2.2 kPa.
- f. Tests without a force ductility clamp may be performed.
- g. "PAV" means Pressurized Aging Vessel.

SAMPLING

Provide a sampling device in the asphalt feed line connecting the plant storage tanks to the asphalt weighing system

or spray bar. Make the sampling device accessible between 24 and 30 inches above the platform. Provide a receptacle for flushing the sampling device. Include with the sampling device a valve:

1. Between 1/2 and 3/4 inch in diameter
2. Manufactured in a manner that a one-quart sample may be taken slowly at any time during plant operations
3. Maintained in good condition

Replace failed valves.

In the Engineer's presence, take 2 one-quart samples per operating day. Provide round, friction top, one-quart containers for storing samples.

8-3.01 QUALITY CONTROL / ASSURANCE

CONTRACTOR QUALITY CONTROL PROGRAM

These specifications require a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this CONTRACT conform to CONTRACT PLANS, technical SPECIFICATIONS and the requirements outlined in Section 39.202 of the Standard Specifications, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract technical SPECIFICATIONS, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

- a. Adequately provide for the production of acceptable quality materials.
- b. Provide sufficient information to assure both the Contractor and the ENGINEER that the specification requirements can be met.
- c. Allow the Contractor as much latitude as possible to develop his or her own standard of control. The Contractor shall be prepared to discuss and present, at the preconstruction conference, his understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed by the ENGINEER. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

DESCRIPTION OF PROGRAM

- a. General Description. The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the technical SPECIFICATIONS, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable SPECIFICATIONS and PLANS with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical SPECIFICATIONS, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.
- b. Quality Control Program. The Contractor shall describe the Quality Control Program in a written document that shall be reviewed by the ENGINEER prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the ENGINEER for review at least 10 calendar days before the start of work.

The Quality Control Program shall be organized to address, as a minimum, the following items:

- a. Quality control organization;

- b. Project progress schedule;
- c. Submittals schedule;
- d. Inspection requirements;
- e. Quality control testing plan;
- f. Documentation of quality control activities; and
- g. Requirements for corrective action when quality control and/or acceptance criteria are not met.

PREPAVING CONFERENCE

The contractor shall be available to meet with the Engineer at a prepaving conference at a mutually agreed time and place to discuss methods of performing the production and paving work.

The Contractor is encouraged to add any additional elements to the Quality Control Program that he/she deems necessary to adequately control all production and/or construction processes required by this CONTRACT. Full compensation for attending the prepaving conference, preparing a quality control program, including performing quality control tests and making the results available to the Engineer shall be considered as included in the contract lump sum price for QUALITY CONTROL PROGRAM and no additional compensation will be allowed therefore.

CITY'S QUALITY ASSURANCE PROGRAM

- a. The City's Quality Assurance Program is included in Appendix C.
- b. The City shall provide a private consultant Materials Laboratory to perform Acceptance Testing on this project, per the City's Quality Assurance Program. The contractor shall coordinate the required testing per the QAP with the City's Materials Lab.

SURVEILLANCE BY THE ENGINEER

- a. All items of material and equipment shall be subject to surveillance by the ENGINEER at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical SPECIFICATIONS and PLANS. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the ENGINEER at the site for the same purpose.
- b. Surveillance by the ENGINEER does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

NONCOMPLIANCE

- a. The ENGINEER will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the ENGINEER or his/her authorized representative to the Contractor or his/her authorized representative at the site of the work, shall be considered sufficient notice.
- b. In cases where quality control activities do not comply with either the Contractor Quality Control Program or the CONTRACT provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the ENGINEER, the ENGINEER may:

- (1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.
- (2) Order the Contractor to stop operations until appropriate corrective actions are taken.

SECTION 9. (BLANK)

SECTION 10. CONSTRUCTION DETAILS

10-1.01 GENERAL

The Contractor's attention is directed to Section 8-1.10, Utility and Non-Highway Facilities, and Section 15-1.02, Preservation of Property, of the Standard Specifications and these Special Provisions.

The Contractor will be required to work around public utility facilities and other improvements that are to remain in place within the construction area or that are to be relocated and relocation operations have not been completed, and in accordance with the provisions of Sections 7-1.11 and 7-1.12 of the Standard Specifications, he will be liable to owners of such facilities and improvements for any damage or interference with service resulting from his operations. The Contractor shall ascertain the exact locations of underground facilities and improvements within the construction area before using equipment that may damage such facilities or interfere with the services. Other forces may be engaged in moving or removing utility facilities or other improvements or maintaining services of utilities and the Contractor shall cooperate with such forces and conduct his operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces.

The Contractor is required to notify all property owners, businesses, residences, etc. in letter form in both English and Spanish of the construction dates and times, at least 5 days prior to the beginning of work. A copy of this notification letter must also be sent to the Engineer of Record: *Helt Engineering Inc., 2930 Union Avenue, Bakersfield, CA 93305*, and **City Engineer**. Contractor shall also post "Temporary No Parking" signs, a minimum of 48 hours prior to the commencing Cold Planing, Heater Scarification, and Paving operations of the street adjacent to their property. The notification shall be by posting visible signs at the edge of the curbs and gutters. The signs which will be posted must be on their own lath or attached to delineator cones, or pylons, and not stapled or nailed to any tree, utility pole or street signs. Trees must be protected from being scarred or broken during construction and must be repaired or replaced at Contractor's expense if damage is done.

In the event that vehicles are on the street at the time construction is to begin, the contractor shall take appropriate action to notify the owner/s of said vehicle to have it moved. If this is not possible, or the vehicle is inoperable and the owner is not capable of moving the vehicle, the contractor shall inform the Project Engineer, who will notify the City of Ridgecrest Police Department to have the vehicle towed at the owner's expense. Note: The above action may take place only if the "Temporary No Parking" signs have been in place, and placement has been verified by the Project Engineer, for the required 48 hour time period. Removal of said signs by the property owners or vandals will not constitute Non-compliance with this section.

The Contractor will be held responsible for any damage he may do to existing installations that are to remain in place.

The Contractor shall ensure that all striping and road markings are repainted as specified on the PLANS.

All property to remain shall be properly protected from injury or damage. Should any such property be damaged, it shall be repaired and/or replaced with material, fixtures, or equipment of the same kind, quality and size or better.

Full compensation for performing all of the work required under these Special Provisions shall be considered as included in the prices paid for the various Contract items of work involved and no separate payment will be made therefore.

10-1.02 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

10-1.03 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.

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/roadHardware/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 therefor.

10-1.04 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 ported 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.

Flashing barricades must be used for areas to be protected (shoulder drop offs, non-drivable work zones, etc.) at night and on weekends. Flashing barricades shall be in good condition and operational at all times. The contractor shall take care to ensure that the barricades stay upright, maintain their correct positioning and stay operational order throughout the duration of the job. If the barricades are not maintained as described, and if the contractor does not immediately remedy the situation upon notification, City crews will fix the situation and costs associated with this work will be deducted from contractor payment.

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-
Northern California (USA)

Telephone: 1 (800) 227-2600

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.

Full compensation for furnishing, erecting, maintaining and removing any additional construction area signs the Contractor may deem necessary will be considered as included in the lump sum price paid for TRAFFIC CONTROL/CONSTRUCTION AREA SIGNS and no additional compensation will be allowed therefor.

10-1.05 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 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 Resident Engineer (Helt Engineering Inc., 2930 Union Avenue, Bakersfield, CA 93305), 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.

Full compensation for performing all of the work required under these Special Provisions shall be paid under the lump sum bid item for TRAFFIC CONTROL/CONSTRUCTION AREA SIGNS and no separate payment shall be made therefore.

10-1.06 WATER POLLUTION CONTROL PROGRAM

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications and these special provisions.

Water pollution control work shall conform to the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and the "Construction Site Best Management Practices (BMPs) Manual," and addenda thereto issued up to, and including, the date of advertisement of the project. These manuals are hereinafter referred to respectively as the "Preparation Manual" and the "Construction Site BMPs Manual," and collectively, as the "Manuals." Copies of the Manuals may be obtained from:

Department of Transportation
Publication Distribution Unit
1900 Royal Oaks Drive
Sacramento, California 95815
Telephone: (916) 445-3520,

The Preparation Manual and other references for performing water pollution control work are available from the Department's Construction Storm Water and Water Pollution Control web site at:

<http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm>

Before the start of job site activities, the Contractor shall provide training for project managers, supervisory personnel, and employees involved with water pollution control work. The training shall include:

- A. Rules and regulations
- B. Implementation and maintenance for:
 - 1. Temporary Soil Stabilization
 - 2. Temporary Sediment Control
 - 3. Tracking Control
 - 4. Wind Erosion Control

The Contractor shall designate in writing a Water Pollution Control Manager (WPCM). The Contractor shall submit a statement of qualifications describing the training, work history, and expertise of the proposed WPCM. The qualifications shall include either:

- A. A minimum of 24 hours of Department approved storm water management training described at Department's Construction Storm Water and Water Pollution Control web site.

- B. Certification as a Certified Professional in Erosion and Sediment Control (CPESC).

The WPCM shall be:

- A. Responsible for water pollution control work.
- B. The primary contact for water pollution control work.
- C. Have authority to mobilize crews to make immediate repairs to water pollution control practices.

The Contractor may designate one manager to prepare the WPCP and a different manager to implement the plan. The WPCP preparer shall meet the training requirements for the WPCM.

The Contractor shall know and fully comply with applicable provisions of the Manuals, and Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from both the project site and areas of disturbance outside the project limits during construction. Attention is directed to Sections 7-1.01, "Laws to be Observed," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

Water pollution control requirements shall apply to storm water and non-storm water discharges from areas outside the project site which are directly related to construction activities for this contract including, but not limited to, asphalt batch plants, material borrow areas, concrete plants, staging areas, storage yards and access roads. The Contractor shall comply with the Manuals for those areas and shall implement, inspect and maintain the required water pollution control practices. Installing, inspecting and maintaining water pollution control practices on areas outside the highway right of way not specifically arranged and provided for by the Department for the execution of this contract, will not be paid for.

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the City of Ridgecrest as a result of the Contractor's failure to comply with the provisions in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State and local regulations and requirements as set forth therein.

Penalties as used in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against the City of Ridgecrest or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

RETENTION OF FUNDS

Notwithstanding any other remedies authorized by law, the City of Ridgecrest may retain money due the Contractor under the contract, in an amount determined by the City of Ridgecrest, up to and including the entire amount of Penalties proposed, assessed, or levied as a result of the Contractor's violation of the Manuals, or Federal or State law, regulations or requirements. Funds may be retained by the City of Ridgecrest until final disposition has been made as to the Penalties. The Contractor shall remain liable for the full amount of Penalties until such time as they are finally resolved with the entity seeking the Penalties.

Retention of funds for failure to conform to the provisions in this section, "Water Pollution Control," shall be in addition to the other retention amounts required by the contract. The amounts retained for the Contractor's failure to conform to provisions in this section will be released for payment on the next monthly estimate for partial payment following the date when an approved WPCP has been implemented and maintained, and when water pollution has been adequately controlled, as determined by the Engineer.

When a regulatory agency identifies a failure to comply with the Manuals, or other Federal, State or local requirements, the City of Ridgecrest may retain money due the Contractor, subject to the following:

- A. The City of Ridgecrest will give the Contractor 30 days notice of the City of Ridgecrest's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract.

Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.

- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
- C. If the City of Ridgecrest has retained funds, and it is subsequently determined that the City of Ridgecrest is not subject to the entire amount of the Costs and Liabilities assessed or proposed in connection with the matter for which the retention was made, the D City of Ridgecrest shall be liable for interest on the amount retained for the period of the retention. The interest rate payable shall be 6 percent per annum.

During the first estimate period that the Contractor fails to conform to the provisions in this section, "Water Pollution Control," the City of Ridgecrest may retain an amount equal to 25 percent of the estimated value of the contract work performed.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and the City of Ridgecrest shall provide copies of correspondence, notices of violations, enforcement actions or proposed fines by regulatory agencies to the requesting regulatory agency. The Contractor shall submit a Water Pollution Control Program (WPCP) to the Engineer for approval. The WPCP shall conform to the requirements in the Preparation Manual and these special provisions.

The WPCP shall include water pollution control practices:

- A. For storm water and non-storm water from areas outside of the job site related to construction activities for this contract such as:
 - 1. Staging areas.
 - 2. Storage yards.
 - 3. Access roads.
- B. Appropriate for each season as described in "Implementation Requirements" of these special provisions.

The WPCP shall include a schedule that:

- A. Describes when work activities that could cause water pollution will be performed.
- B. Identifies soil stabilization and sediment control practices for disturbed soil area.
- C. Includes dates when these practices will be 25, 50, and 100 percent complete.
- D. Shows 100 percent completion of these practices before the rainy season.

The WPCP shall include the following temporary water pollution control practices and their associated contract items ofwork as shown on the plans or specified in these special provisions:

- A. Temporary Sediment Control
 - 1. Temporary Gravel Bag Berm
- B. Non-Storm Water Management
 - 1. Construction Site Management
- C. Waste Management and Materials Pollution Control
 - 1. Construction Site Management

2. Temporary Concrete Washout (Portable)

Within 7 days after contract approval, the Contractor shall submit 2 copies of the WPCP to the Engineer. The Contractor shall allow 15 days for the Engineer's review. If revisions are required, the Engineer will provide comments and specify the date that the review stopped. The Contractor shall revise and resubmit the WPCP within 7 days of receipt of the Engineer's comments. The Engineer's review will resume when the complete WPCP is resubmitted. When the Engineer approves the WPCP, the Contractor shall submit 3 copies of the approved WPCP to the Engineer. The Contractor may proceed with construction activities if the Engineer conditionally approves the WPCP while minor revisions are being completed. If the Engineer fails to complete the review within the time allowed and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay, the Contractor will be compensated for resulting losses, and an extension of time will be granted, as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The Contractor shall not perform work that may cause water pollution until the WPCP has been approved by the Engineer. The Engineer's review and approval shall not waive any contract requirements and shall not relieve the Contractor from complying with Federal, State and local laws, regulations, and requirements.

If there is a change in construction schedule or activities, the Contractor shall prepare an amendment to the WPCP to identify additional or revised water pollution control practices. The Contractor shall submit the amendment to the Engineer for review within a time agreed to by the Engineer not to exceed the number of days specified for the initial submittal of the WPCP. The Engineer will review the amendment within the same time allotted for the review of the initial submittal of the WPCP.

If directed by the Engineer or requested in writing by the Contractor and approved by the Engineer, changes to the water pollution control work specified in these special provisions will be allowed. Changes may include addition of new water pollution control practices. The Contractor shall incorporate these changes in the WPCP. Additional water pollution control work will be paid for as extra work in accordance with Section 4-1.03D, "Extra Work," of the Standard Specifications.

The Contractor shall keep a copy of the approved WPCP at the job site. The WPCP shall be made available when requested by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests from the public shall be directed to the Engineer.

WPCP IMPLEMENTATION REQUIREMENTS

Unless otherwise specified, upon approval of the WPCP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices specified in the WPCP and in the amendments. Unless otherwise directed by the Engineer, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these special provisions.

If the Contractor or the Engineer identifies a deficiency in the implementation of the approved WPCP or amendments, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but shall be corrected prior to the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation, the project shall be in nonconformance with this section. Attention is directed to Section 5-1.01, "Authority of Engineer," of the Standard Specifications, and to "Retention of Funds" of this section for possible nonconformance penalties.

If the Contractor fails to conform to the provisions of this section, "Water Pollution Control," the Engineer may order the suspension of construction operations until the project complies with the requirements of this section.

Implementation of water pollution control practices may vary by season. The Construction Site BMPs Manual and these

special provisions shall be followed for control practice selection of year-round, rainy season and non-rainy season water pollution control practices.

Year-Round Implementation Requirements

The Contractor shall monitor the National Weather Service weather forecast on a daily basis during the contract. The Contractor may use an alternative weather forecasting service if approved by the Engineer. Appropriate water pollution control practices shall be in place before precipitation.

The Contractor may discontinue earthwork operations for a disturbed area for up to 21 days and the disturbed soil area will still be considered active. When earthwork operations in the disturbed area have been completed, the Contractor shall implement appropriate water pollution control practices within 15 days or before predicted precipitation, whichever occurs first.

Rainy Season Implementation Requirements

Soil stabilization and sediment control practices conforming to the requirements of these special provisions shall be provided throughout the rainy season, defined as between October 15 and April 15.

An implementation schedule of required soil stabilization and sediment control practices for disturbed soil areas shall be completed no later than 20 days prior to the beginning of each rainy season. The implementation schedule shall identify the soil stabilization and sediment control practices and the dates when the implementation will be 25 percent, 50 percent and 100 percent complete, respectively. For construction activities beginning during the rainy season, the Contractor shall implement applicable soil stabilization and sediment control practices.

Non-Rainy Season Implementation Requirements

The non-rainy season shall be defined as days outside the defined rainy season. The Contractor's attention is directed to the Construction Site BMPs Manual for soil stabilization and sediment control implementation requirements on disturbed soil areas during the non-rainy season. Disturbed soil areas within the project shall be protected in conformance with the requirements in the Construction Site BMPs Manual with an effective combination of soil stabilization and sediment control.

INSPECTION AND MAINTENANCE

The WPCM shall inspect the water pollution control practices identified in the WPCP as follows:

- A. Before a forecasted storm,
- B. After precipitation that causes site runoff,
- C. At 24-hour intervals during extended precipitation,
- D. On a predetermined schedule, a minimum of once every 2 weeks outside of the defined rainy season, and
- E. On a predetermined schedule, a minimum of once a week during the defined rainy season.

The WPCM shall oversee the maintenance of the water pollution control practices.

The WPCM shall use the Storm Water Quality Construction Site Inspection Checklist provided in the Preparation Manual or an alternative inspection checklist provided by the Engineer. A copy of the completed site inspection checklist shall be submitted to the Engineer within 24 hours of finishing the inspection.

REPORTING REQUIREMENTS

If the Contractor identifies discharges into surface waters or drainage systems in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from a regulatory agency, the Contractor shall immediately inform the Engineer. The Contractor shall submit a written report to the Engineer within 7 days of the discharge event, notice or order. The report shall include the following information:

- A. The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.
- B. The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.
- C. The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.
- D. An implementation and maintenance schedule for affected water pollution control practices.

PAYMENT

During each estimate period the Contractor fails to conform to the provisions in this section, "Water Pollution Control," or fails to implement the water pollution control practices shown on the plans or specified elsewhere in these special provisions as items of work, the Department will withhold 25 percent of the progress payment.

Withholds for failure to perform water pollution control work will be in addition to all other withholds provided for in the contract.

The Department will return performance-failure withholds in the progress payment following the correction for noncompliance.

The contract lump sum price paid for prepare water pollution control program shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing, obtaining approval of, and amending the WPCP, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Payments for prepare water pollution control program will be made as follows:

- A. After the WPCP has been approved by the Engineer, up to 75 percent of the contract item price for prepare water pollution control program will be included in the monthly progress estimate.
- B. After acceptance of the contract in conformance with the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, payment for the remaining percentage of the contract item price for prepare water pollution control program will be made in conformance with the provisions in Section 9-1.07A, "Payment Prior to Proposed Final Estimate."

Implementation of water pollution control practices in areas outside the highway right of way not specifically provided for in the WPCP or in these special provisions will not be paid for.

Water pollution control practices for which there are separate contract items of work will be measured and paid for as those contract items of work.

CONSTRUCTION SITE MANAGEMENT

Construction site management shall consist of controlling potential sources of water pollution before they come in contact with storm water systems or watercourses. The Contractor shall control material pollution and manage waste and non-storm water existing at the construction site by implementing effective handling, storage, use, and disposal practices.

Attention is directed to "Water Pollution Control" of these special provisions regarding the Contractor's appointment of a water pollution control manager (WPCM) for the project.

The Contractor shall train all employees and subcontractors regarding:

- A. Material pollution prevention and control;
- B. Waste management;
- C. Non-storm water management;
- D. Identifying and handling hazardous substances; and

- E. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances.

Training shall take place before starting work on this project. New employees shall receive the complete training before starting work on this project. The Contractor shall have regular meetings to discuss and reinforce spill prevention and control; material delivery, storage, use, and disposal; waste management; and non-storm water management procedures.

Instructions for material and waste handling, storage, and spill reporting and cleanup shall be posted at all times in an open, conspicuous, and accessible location at the construction site.

Nonhazardous construction site waste and excess material shall be recycled when practical or disposed of in accordance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications, unless otherwise specified.

Vehicles and equipment at the construction site shall be inspected by the WPCM on a frequent, predetermined schedule, and by the operator each day of use. Leaks shall be repaired immediately, or the vehicle or equipment shall be removed from the construction site.

SPILL PREVENTION AND CONTROL

The Contractor shall implement spill and leak prevention procedures when chemicals or hazardous substances are stored.

Spills of petroleum products; substances listed under CFR Title 40, Parts 110, 117, and 302; and sanitary and septic waste shall be contained and cleaned up as soon as is safe.

Minor spills involve small quantities of oil, gasoline, paint, or other material that can be controlled by the first responder upon discovery of the spill. Cleanup of minor spills includes:

- A. Containing the spread of the spill,
- B. Recovering the spilled material using absorption,
- C. Cleaning the contaminated area, and
- D. Disposing of contaminated material promptly and properly.

Semi-significant spills are those that can be controlled by the first responder with the help of other personnel. Cleanup of semi-significant spills shall be immediate. Cleanup of semi-significant spills includes:

- A. Containing the spread of the spill;
- B. Recovering the spilled material using absorption if the spill occurs on paved or an impermeable surface;
- C. Containing the spill with an earthen dike and digging up contaminated soil for disposal if the spill occurs on dirt;
- D. Covering the spill with plastic or other material to prevent contaminating runoff if the spill occurs during precipitation; and
- E. Disposing of contaminated material promptly and properly.

Significant or hazardous spills are those that cannot be controlled by construction personnel. Notifications of these spills shall be immediate. The following steps shall be taken:

- A. Construction personnel shall not attempt to cleanup the spill until qualified staff have arrived;
- B. Notify the Engineer and follow up with a written report;
- C. Obtain the services of a spills contractor or hazardous material team immediately;
- D. Notify the local emergency response team by dialing 911 and county officials at the emergency phone numbers kept on the construction site;
- E. Notify the Governor's Office of Emergency Services Warning Center at (805) 852-7550;
- F. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities in conformance with CFR Title 40, Parts 110, 119, and 302;
- G. Notify other agencies as appropriate, including:
 - 1. Fire Department,
 - 2. Public Works Department,
 - 3. Coast Guard,

4. Highway Patrol,
5. City Police or County Sheriff Department,
6. Department of Toxic Substances,
7. California Division of Oil and Gas,
8. Cal OSHA, or
9. Regional Water Resources Control Board.

The WPCM shall oversee and enforce proper spill prevention and control measures. Minor, semi-significant, and significant spills shall be reported to the Contractor's WPCM who shall notify the Engineer immediately.

The Contractor shall prevent spills from entering storm water runoff before and during cleanup. Spills shall not be buried or washed with water.

The Contractor shall keep material or waste storage areas clean, well organized, and equipped with enough cleanup supplies for the material being stored. Plastic shall be placed under paving equipment when not in use to catch drips.

MATERIAL MANAGEMENT

Material shall be delivered, used, and stored for this contract in a manner that minimizes or eliminates discharge of material into the air, storm drain systems, or watercourses.

The Contractor shall implement the practices described in this section when taking delivery of, using, or storing the following materials:

- A. Hazardous chemicals including:
 1. Acids,
 2. Lime,
 3. Glues,
 4. Adhesives,
 5. Paints,
 6. Solvents, and
 7. Curing compounds;
- B. Soil stabilizers and binders;
- C. Fertilizers;
- D. Detergents;
- E. Plaster;
- F. Petroleum products including:
 1. Fuel,
 2. Oil, and
 3. Grease;
- G. Asphalt components and concrete components; and
- H. Pesticides and herbicides.

The Contractor shall supply the Material Safety Data Sheet to the Engineer for material used or stored. The Contractor shall keep an accurate inventory of material delivered and stored at the construction site.

Employees trained in emergency spill cleanup procedures shall be present when hazardous materials or chemicals are unloaded.

The Contractor shall use recycled or less hazardous products when practical.

Material Storage

The Contractor shall store liquids, petroleum products, and substances listed in CFR Title 40, Parts 110, 117, and 302 in containers or drums approved by the United States Environmental Protection Agency, and place them in secondary containment facilities.

Secondary containment facilities shall be impervious to the materials stored there for a minimum contact time of 72 hours.

Throughout the rainy season secondary containment facilities shall be covered during non-working days and when precipitation is predicted. Secondary containment facilities shall be adequately ventilated.

The Contractor shall keep the secondary containment facility free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, accumulated liquid shall be collected and placed into drums within 24 hours. These liquids shall be handled as hazardous waste in accordance with the provisions in "Hazardous Waste" of these special provisions, unless testing determines them to be nonhazardous.

Incompatible materials, such as chlorine and ammonia, shall not be stored in the same secondary containment facility. Materials shall be stored in the original containers with the original product labels maintained in legible condition. Damaged or illegible labels shall be replaced immediately.

The secondary containment facility shall have the capacity to contain precipitation from a 24-hour-long, 25-year storm; and 10 percent of the aggregate volume of all containers, or all of the volume of the largest container within the facility, whichever is greater.

The Contractor shall store bagged or boxed material on pallets. Throughout the rainy season, bagged or boxed material shall be protected from wind and rain during non-working days and when precipitation is predicted.

The Contractor shall provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas shall be kept clean, well organized, and equipped with cleanup supplies appropriate for the materials being stored.

The Contractor shall repair or replace perimeter controls, containment structures, covers, and liners as needed. Storage areas shall be inspected before and after precipitation, and at least weekly during other times.

Stockpile Management

The Contractor shall reduce or eliminate potential air and water pollution from stockpiled material including soil, paving material, or pressure treated wood. Stockpiles shall be located out of floodplains when possible, and at least 50 feet from concentrated flows of storm water, drainage courses, or inlets unless written approval is obtained from the Engineer.

The Contractor may discontinue adding or removing material for up to 21 days and a stockpile will still be considered active.

The Contractor shall protect active stockpiles with plastic or geotextile cover, soil stabilization measures, or with linear sediment barrier when precipitation is predicted. Active stockpiles of cold mix asphalt concrete shall be placed on an impervious surface and covered with plastic when precipitation is predicted.

The Contractor shall protect inactive soil stockpiles with a plastic or geotextile cover, or with soil stabilization measures at all times during the rainy season. A linear sediment barrier around the perimeter of the stockpile shall also be used.

During the non-rainy season soil stockpiles shall be covered and protected with a linear sediment barrier when precipitation is predicted. The Contractor shall control wind erosion during dry weather as provided in Section 10, "Dust Control," of the Standard Specifications.

Stockpiles of portland cement concrete rubble, asphalt concrete (AC), hot mix asphalt (HMA), AC and HMA rubble, aggregate base, or aggregate subbase shall be covered with plastic or geotextile, or protected with a linear sediment barrier at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

Stockpiles of cold mix asphalt concrete shall be placed on and covered with impermeable material at all times during the

rainy season, and when precipitation is predicted during the non-rainy season.

Stockpiles of pressure treated wood shall be covered with impermeable material and placed on pallets at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

The Contractor shall repair or replace linear sediment barriers and covers as needed or as directed by the Engineer to keep them functioning properly. Sediment shall be removed when it accumulates to 1/3 of the linear sediment barrier height.

WASTE MANAGEMENT

Solid Waste

The Contractor shall not allow litter or debris to accumulate anywhere on the construction site, including storm drain grates, trash racks, and ditch lines. The Contractor shall pick up and remove trash and debris from the construction site at least once a week. The WPCM shall monitor solid waste storage and disposal procedures on the construction site. The Contractor shall provide enough dumpsters of sufficient size to contain the solid waste generated by the project. Dumpsters shall be emptied when refuse reaches the fill line. Dumpsters shall be watertight. The Contractor shall not wash out dumpsters on the construction site. The Contractor shall provide additional containers and more frequent pickup during the demolition phase of construction.

Solid waste includes:

- A. Brick,
- B. Mortar,
- C. Timber,
- D. Metal scraps,
- E. Sawdust,
- F. Pipe,
- G. Electrical cuttings,
- H. Non-hazardous equipment parts,
- I. Styrofoam and other packaging materials,
- J. Vegetative material and plant containers from highway planting, and
- K. Litter and smoking material, including litter generated randomly by the public.

Trash receptacles shall be provided and used in the Contractor's yard, field trailers, and locations where workers gather for lunch and breaks.

Hazardous Waste

The Contractor shall implement hazardous waste management practices when waste is generated on the construction site from the following substances:

- A. Petroleum products,
- B. Asphalt products,
- C. Concrete curing compound,
- D. Pesticides,
- E. Acids,
- F. Paints,
- G. Stains,
- H. Solvents,
- I. Wood preservatives,
- J. Roofing tar, and
- K. Materials classified as hazardous by California Code of Regulations, Title 22, Division 4.5; or listed in CFR Title 40, Parts 110, 117, 261, or 302.

Nothing in these special provisions shall relieve the Contractor of the responsibility for compliance with Federal, State, and local laws regarding storage, handling, transportation, and disposal of hazardous wastes.

The WPCM shall oversee and enforce hazardous waste management practices. Production of hazardous materials and hazardous waste on the construction site shall be kept to a minimum. Perimeter controls, containment structures, covers, and liners shall be repaired or replaced when damaged.

The Contractor shall have a laboratory certified by the Department of Health Services (DHS) sample and test waste when hazardous material levels are unknown to determine safe methods for storage and disposal.

The Contractor shall segregate potentially hazardous waste from nonhazardous waste at the construction site. Hazardous waste shall be handled, stored, and disposed of as required in California Code of Regulations, Title 22, Division 4.5, Section 66262.34; and in CFR Title 49, Parts 261, 262, and 263.

The Contractor shall store hazardous waste in sealed containers constructed and labeled with the contents and date accumulated as required in California Code of Regulations, Title 22, Division 4.5; and in CFR Title 49, Parts 172, 173, 178, and 179. Hazardous waste containers shall be kept in temporary containment facilities conforming to the provisions in "Material Storage" of these special provisions.

There shall be adequate storage volume and containers shall be conveniently located for hazardous waste collection. Containers of hazardous waste shall not be overfilled and hazardous wastes shall not be mixed. Containers of dry waste that are not watertight shall be stored on pallets. The Contractor shall not allow potentially hazardous waste to accumulate on the ground. Hazardous waste shall be stored away from storm drains, watercourses, moving vehicles, and equipment.

The Contractor shall clean water based or oil based paint from brushes or equipment within a contained area and shall not contaminate soil, watercourses, or storm drain systems. Paints, thinners, solvents, residues, and sludges that cannot be recycled or reused shall be disposed of as hazardous waste. When thoroughly dry, latex paint and paint cans, used brushes, rags, absorbent materials, and drop cloths shall be disposed of as solid waste.

The Contractor shall dispose of hazardous waste within 90 days of being generated. Hazardous waste shall be disposed of by a licensed hazardous waste transporter using uniform hazardous waste manifest forms and taken to a Class I Disposal Site. A copy of the manifest shall be provided to the Engineer.

Contaminated Soil

The Contractor shall identify contaminated soil from spills or leaks by noticing discoloration, odors, or differences in soil properties. Soil with evidence of contamination shall be sampled and tested by a laboratory certified by DHS. If levels of contamination are found to be hazardous, the soil shall be handled and disposed of as hazardous waste.

The Contractor shall prevent the flow of water, including ground water, from mixing with contaminated soil by using one or a combination of the following measures:

- A. Berms,
- B. Cofferdams,
- C. Grout curtains,
- D. Freeze walls, or
- E. Concrete seal course.

If water mixes with contaminated soil and becomes contaminated, the water shall be sampled and tested by a laboratory certified by the DHS. If levels of contamination are found to be hazardous, the water shall be handled and disposed of as hazardous waste.

Concrete Waste

The Contractor shall implement practices to prevent the discharge of portland cement concrete or asphalt concrete waste into storm drain systems or watercourses.

Portland cement concrete, AC or HMA waste shall be collected at the following locations and disposed of:

- A. Where concrete material, including grout, is used;
- B. Where concrete dust and debris result from demolition;
- C. Where sawcutting, coring, grinding, grooving, or hydro-concrete demolition of portland cement concrete, AC or HMA creates a residue or slurry; or
- D. Where concrete trucks or other concrete-coated equipment is cleaned at the construction site.

Sanitary and Septic Waste

Wastewater from sanitary or septic systems shall not be discharged or buried within the Department right of way. The WPCM shall inspect sanitary or septic waste storage and monitor disposal procedures at least weekly. Sanitary facilities that discharge to the sanitary sewer system shall be properly connected and free from leaks.

The Contractor shall obtain written approval from the local health agency, city, county, and sewer district before discharging from a sanitary or septic system directly into a sanitary sewer system, and provide a copy to the Engineer. The Contractor shall comply with local health agency requirements when using an on-site disposal system.

Liquid Waste

The Contractor shall not allow construction site liquid waste, including the following, to enter storm drain systems or watercourses:

- A. Drilling slurries or fluids,
- B. Grease-free or oil-free wastewater or rinse water,
- C. Dredgings,
- D. Liquid waste running off a surface including wash or rinse water, or
- E. Other non-storm water liquids not covered by separate permits.

The Contractor shall hold liquid waste in structurally sound, leak proof containers such as:

- A. Sediment traps,
- B. Roll-off bins, or
- C. Portable tanks.

Liquid waste containers shall be of sufficient quantity and volume to prevent spills and leaks. The containers shall be stored at least 50 feet from storm drains, watercourses, moving vehicles, and equipment.

The Contractor shall remove and dispose of deposited solids from sediment traps as provided in "Solid Waste" of these special provisions, unless determined infeasible by the Engineer.

Liquid waste may require testing to determine hazardous material content before disposal.

Drilling fluids and residue shall be disposed of outside the highway right of way. If the Engineer determines that an appropriate location is available, fluids and residue exempt under California Code of Regulations, Title 23, Section 2511(g) may be dried by infiltration and evaporation in a leak proof container. The remaining solid waste may be disposed of as provided in "Solid Waste" of these special provisions.

NON-STORM WATER MANAGEMENT

Water Control and Conservation

The Contractor shall prevent erosion or the discharge of pollutants into storm drain systems or watercourses by managing the water used for construction operations. The Contractor shall obtain the Engineer's approval before washing anything on the construction site with water that could discharge into a storm drain system or watercourse. Discharges shall be reported to the Engineer immediately.

The Contractor shall implement water conservation practices when water is used on the construction site. Irrigation areas shall be inspected and watering schedules shall be adjusted to prevent erosion, excess watering, or runoff. The Contractor shall shut off the water source to broken lines, sprinklers, or valves, and they shall be repaired as soon as possible. When possible, water from waterline flushing shall be reused for landscape irrigation. Paved areas shall be swept and

vacuumed, not washed with water.

Construction water runoff, including water from water line repair, shall be directed to areas to infiltrate into the ground and shall not be allowed to enter storm drain systems or watercourses. Spilled water shall not be allowed to escape water truck filling areas. When possible, the Contractor shall direct water from off-site sources around the construction site, or shall minimize contact with the construction site.

Illegal Connection and Discharge Detection and Reporting

The Contractor shall inspect the construction site and the site perimeter before beginning work for evidence of illegal connections, discharges, or dumping. Subsequently, the construction site and perimeter shall be inspected on a frequent, predetermined schedule.

The Contractor shall immediately notify the Engineer when illegal connections, discharges, or dumping are discovered. The Contractor shall take no further action unless directed by the Engineer. Unlabeled or unidentifiable material shall be assumed to be hazardous.

The Contractor shall look for the following evidence of illegal connections, discharges, or dumping:

- A. Debris or trash piles,
- B. Staining or discoloration on pavement or soils,
- C. Pungent odors coming from drainage systems,
- D. Discoloration or oily sheen on water,
- E. Stains or residue in ditches, channels or drain boxes,
- F. Abnormal water flow during dry weather,
- G. Excessive sediment deposits,
- H. Nonstandard drainage junction structures, or
- I. Broken concrete or other disturbances near junction structures.

Vehicle and Equipment Cleaning

The Contractor shall limit vehicle and equipment cleaning or washing on the construction site to that necessary to control vehicle tracking or hazardous waste. Vehicles and equipment shall not be cleaned on the construction site with soap, solvents, or steam until the Engineer has been notified. The resulting waste shall be contained and recycled, or disposed of as provided in "Liquid Waste" or "Hazardous Waste" of these special provisions, whichever is applicable. The Contractor shall not use diesel to clean vehicles or equipment, and shall minimize the use of solvents.

The Contractor shall clean or wash vehicles and equipment in a structure equipped with disposal facilities. If using a structure is not possible, vehicles and equipment shall be cleaned or washed in an outside area with the following characteristics:

- A. Located at least 50 feet from storm drainage systems or watercourses,
- B. Paved with AC, HMA or portland cement concrete,
- C. Surrounded by a containment berm, and
- D. Equipped with a sump to collect and dispose of wash water.

When washing vehicles or equipment with water, the Contractor shall use as little water as possible. Hoses shall be equipped with a positive shutoff valve.

Wash racks shall discharge to a recycle system or to another system approved by the Engineer. Sumps shall be inspected regularly, and liquids and sediments shall be removed as needed.

Vehicle and Equipment Fueling and Maintenance

The Contractor shall fuel or perform maintenance on vehicles and equipment off the construction site whenever practical. When fueling or maintenance must be done at the construction site, the Contractor shall designate a site, or sites, and obtain approval from the Engineer before using. The fueling or maintenance site shall be protected from storm water, shall be on level ground, and shall be located at least 50 feet from drainage inlets or watercourses. The WPCM shall inspect the fueling or maintenance site regularly. Mobile fueling or maintenance shall be kept to a minimum.

The Contractor shall use containment berms or dikes around the fueling and maintenance area. Adequate amounts of absorbent spill cleanup material and spill kits shall be kept in the fueling and maintenance area and on fueling trucks. Spill cleanup material and kits shall be disposed of immediately after use. Drip pans or absorbent pads shall be used during fueling or maintenance unless performed over an impermeable surface.

Fueling or maintenance operations shall not be left unattended. Fueling nozzles shall be equipped with an automatic shutoff control. Vapor recovery fueling nozzles shall be used where required by the Air Quality Management District. Nozzles shall be secured upright when not in use. Fuel tanks shall not be topped-off.

The Contractor shall recycle or properly dispose of used batteries and tires.

Material and Equipment Used Over Water

Drip pans and absorbent pads shall be placed under vehicles or equipment used over water, and an adequate supply of spill cleanup material shall be kept with the vehicle or equipment. Drip pans or plastic sheeting shall be placed under vehicles or equipment on docks, barges, or other surfaces over water when the vehicle or equipment will be idle for more than one hour.

The Contractor shall provide watertight curbs or toe boards on barges, platforms, docks, or other surfaces over water to contain material, debris, and tools. Material shall be secured to prevent spills or discharge into water due to wind.

Structure Removal Over or Adjacent to Water

The Contractor shall not allow demolished material to enter storm water systems or watercourses. The Contractor shall use covers and platforms approved by the Engineer to collect debris. Attachments shall be used on equipment to catch debris on small demolition operations. Debris catching devices shall be emptied regularly and debris shall be handled as provided in "Waste Management" of these special provisions.

The WPCM shall inspect demolition sites within 50 feet of storm water systems or watercourses every day.

Paving, Sealing, Sawcutting, and Grinding Operations

The Contractor shall prevent the following material from entering storm drain systems or water courses:

- A. Cementitious material,
- B. Asphaltic material,
- C. Aggregate or screenings,
- D. Grinding or sawcutting residue,
- E. Pavement chunks, or
- F. Shoulder backing.

The Contractor shall cover drainage inlets and use linear sediment barriers to protect downhill watercourses until paving, sealing, sawcutting, or grinding operations are completed and excess material has been removed. Drainage inlets and manholes shall be covered during the application of seal coat, tack coat, slurry seal, or fog seal.

During the rainy season or when precipitation is predicted, paving, sawcutting, and grinding operations shall be limited to places where runoff can be captured. Seal coat, tack coat, slurry seal, or fog seal operations shall not begin if precipitation is predicted for the application or the curing period. The Contractor shall not excavate material from existing roadways during precipitation.

The Contractor shall vacuum up slurry from sawcutting operations immediately after the slurry is produced. Slurry shall not be allowed to run onto lanes open to public traffic or off the pavement.

The Contractor shall collect residue from portland cement concrete grinding operations with a vacuum attachment on the grinding machine. The residue shall not be left on the pavement or allowed to flow across the pavement.

Material excavated from existing roadways may be stockpiled as provided in "Stockpile Management" of these special

provisions if approved by the Engineer. AC or HMA chunks used in embankment shall be placed above the water table and covered by at least one foot of material.

Substances used to coat asphalt trucks and equipment shall not contain soap, foaming agents, or toxic chemicals.

Pile Driving

The Contractor shall keep spill kits and cleanup material at pile driving locations. Pile driving equipment shall be parked over drip pans, absorbent pads, or plastic sheeting where possible. When not in use, pile driving equipment shall be stored at least 50 feet from concentrated flows of storm water, drainage courses, or inlets. The Contractor shall protect pile driving equipment by parking it on plywood and covering it with plastic when precipitation is predicted. The WPCM shall inspect the pile driving area every day for leaks and spills.

The Contractor shall use vegetable oil instead of hydraulic fluid when practical.

Concrete Curing

The Contractor shall not overspray chemical curing compound. Drift shall be minimized by spraying as close to the concrete as possible. Drainage inlets shall be covered before applying curing compound.

The Contractor shall minimize the use and discharge of water by using wet blankets or similar methods to maintain moisture when curing concrete.

Concrete Finishing

The Contractor shall collect and dispose of water and solid waste from high-pressure water blasting. Drainage inlets within 50 feet shall be covered before sandblasting. The nozzle shall be kept as close to the surface of the concrete as possible to minimize drift of dust and blast material. Blast residue may contain hazardous material.

Containment structures for concrete finishing operations shall be inspected for damage before each day of use and before predicted precipitation. Liquid and solid waste shall be removed from the containment structure after each work shift.

DEWATERING

Dewatering shall consist of discharging accumulated storm water, ground water, or surface water from excavations or temporary containment facilities. The Contractor shall discharge water within the limits of the project.

Dewatering discharge shall not cause erosion, scour, or sedimentary deposits that impact natural bedding materials.

The Contractor shall conduct dewatering activities in accordance with the Field Guide for Construction Dewatering available at:

<http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>

Before dewatering the Contractor shall submit a Dewatering and Discharge Plan to the Engineer in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications and "Water Pollution Control," of these special provisions. At a minimum, the Dewatering and Discharge Plan shall include the following:

- A. A title sheet and table of contents;
- B. A description of the dewatering and discharge operations detailing the locations, quantity of water, equipment, and discharge point;
- C. The estimated schedule for dewatering and discharge (begin and end dates, intermittent or continuous);
- D. Discharge alternatives such as dust control or percolation; and
- E. Visual monitoring procedures with inspection log.

The Contractor shall not discharge storm water or non-storm water that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface and shall notify the Engineer immediately upon discovery.

If water cannot be discharged within the project limits due to site constraints it shall be disposed of in the same manner

specified for material in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

PAYMENT

Payment for construction site management shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in spill prevention and control, material management, waste management, non-storm water management, and dewatering and identifying, sampling, testing, handling, and disposing of hazardous waste, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for construction site management will be considered as included in the lump sum price paid for PREPARE AND IMPLEMENT WATER POLLUTION CONTROL PROGRAM and no additional compensation will be allowed therefor.

10-1.07 EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications.

10-1.08 PRESERVATION OF PROPERTY

Attention is directed to the provisions in Section 7-1.11, "Preservation of Property," of the Standard Specifications and these special provisions.

Protection: The Contractor shall protect all private and public property and shall replace, repair, or pay for any damage thereto.

Notice to Property Owners and Tenants: The Contractor shall give a written notice to all property owners adjacent to and affected by his work at least five (5) working days in advance of beginning the work, indicating the work to be performed and the approximate length of time that the property owner or tenant will be affected by his operations.

Access: Access shall be provided to all businesses and residences whenever practicable. The Contractor shall conduct his operations so as to cause the least inconvenience to both vehicular and pedestrian access.

Existing trees, shrubs and other plants, that are not to be removed as shown on the plans or specified elsewhere in these special provisions, and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor. Damaged or injured plants shall be removed and disposed of.

Replacement planting of injured or damaged trees, shrubs and other plants shall be completed not less than 20 working days prior to acceptance of the contract. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition.

10-1.09 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines. Absolutely no vegetation shall be disturbed on the BLM portion of the project from Jarvis Ave. south ½ mile to the Cerro Coso College Property.

At locations where there is no grading adjacent to a bridge or other structure, clearing and grubbing of vegetation shall be limited to 1.5 m (5ft) outside the physical limits of the bridge or structure.

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the highway as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

Full compensation for demolition, removal, and disposal of the facilities specified herein shall be considered as included in the contract SITE DEMOLITION, SAWCUT, CUT / FILL & HAUL OFF EXCESS MATERIAL and no additional compensation will be allowed therefore.

10-1.10 UTILITIES

It shall be the obligation of the Contractor to notify the various utility companies at least three (3) days in advance of closing and/or tearing up of the street affecting said utility companies.

It shall be the obligation of the Contractor to immediately notify the affected utility company if relocation of any utilities will be required.

10-1.11 PEDESTRIAN ACCESS

Pedestrian access shall be maintained on all existing crosswalks and all existing wheelchair ramps during construction. If the Contractor's operations require the closure of one walkway, then another walkway shall be provided nearby, off the traveled roadway.

Access: Access shall be provided to all businesses and residences whenever practicable. The Contractor shall conduct his operations so as to cause the least inconvenience to both vehicular and pedestrian access.

Full compensation for providing said pedestrian facilities shall be considered as included in the prices paid for the various Contract items of work involved and no separate payment will be made therefore

10-1.12 REMOVE ROADSIDE SIGNS

All details and dimensions for roadside signs and the installation thereof shall conform to the current State of California, Department of Transportation, Sign Specifications, Traffic Manual, Standard Specifications, Standard Plans, and these special provisions.

Existing roadside signs and posts, at locations shown on the plans, shall be removed, left in place, relocated, or salvaged as shown on the plans or as directed by the Engineer.

Each roadside sign shall be installed at the new location on the same day that the sign is removed from its original location.

New roadside signs and posts, or other alternate mountings as shown on the plans, shall be installed at the locations shown on the plans or as directed by the Engineer. New and relocated signs shall be installed on appropriately sized metal "U" posts as directed by the Engineer.

Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

Full compensation for relocating or removing existing roadside signs or for furnishing and installing new roadside signs shall be considered as included in the contract unite price paid for INSTALL STREET SIGNS PER PLANS and no additional payment will be made therefore.

10-1.13 REMOVE CONCRETE

Concrete, designated on the plans to be removed, shall be removed and disposed of.

Where no joint exists between concrete to be removed and concrete to remain in place, the concrete shall be cut in a neat line to a full depth with a power driven saw before concrete is removed.

Full compensation for removing concrete shall be considered as included in the contract. Each price paid for under the Contract lump sum SITE DEMOLITION, SAWCUT, CUT / FILL & HAUL OFF EXCESS MATERIAL and no separate payment will be made therefore.

10-1.14 COLD PLANE ASPHALT CONCRETE PAVEMENT

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans.

Planing asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

Cold planing machines shall be equipped with a cutter head not less than 30 inches (750 mm) in width and shall be operated so that no fumes or smoke will be produced. The cold planing machine shall plane the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width, and shape of the cut shall be as shown on the typical cross sections or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

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 drop-off of more than 1.75 in (45 mm) will not be allowed between adjacent lanes open to public traffic.

When transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If Hot Mix Asphalt (HMA) has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary HMA taper shall be constructed. HMA for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:30 (Vertical:Horizontal) or flatter to the level of the planed area.

HMA for temporary tapers shall be the same quality as the HMA used elsewhere on the project or shall conform to the material requirements for minor HMA. HMA for tapers shall be compacted by any method that will produce a smooth riding surface. Temporary HMA tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Operations shall be schedule so that not more than 7 days shall elapse between the time when traverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall become the property of the contractor and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. Removal operations of cold planed material shall be concurrent with planing operations and follow within 50 feet (15 m) of the planer, unless otherwise directed by the Engineer.

Cold plane asphalt concrete pavement will be measured by the square yard. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans.

The contract price paid per square yard for cold plane asphalt concrete pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing and disposing of planed material, including furnishing the HMA for and constructing, maintaining, removing, and disposing of temporary HMA tapers, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

Cold-planing areas as shown on the plans shall be paid for in the contract bid item per square yard to COLD PLANE AND REMOVE 2.5" EXISTING ASPHALT CONCRETE.

10-1.15 REMOVE AND DISPOSE OF EXISTING ROADWAY SURFACE

Existing roadway surface, where shown on the plans to be removed, shall be removed. Prior to removing the roadway surface, the outside edge of the asphalt concrete to remain in place shall be cut on a neat line to full depth. The roadway surface shall be removed in such a manner that the surfacing which is to remain in place is not damaged.

The removed roadway surface shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

The contract price paid for removal of the existing roadway surface shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing the roadway surface and disposing of the removed material, including all costs of hauling, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

Payment for removal and disposal of the existing roadway surface shall be made under the heading of SITE DEMOLITION, SAWCUT, CUT & HAUL-OFF EXCESS MATERIAL and no additional allowance will be allowed therefore.

NOTE: EXISTING AC, CONCRETE, AND EXCESS DIRT SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR AT A SITE ACCEPTABLE TO THE CITY OF AND/OR KERN COUNTY HAZ/MAT CONTRACTOR MUST SUBMIT. ROADWAY GRINDINGS MAY BE USED WHERE NOTED ON PLANS. CONTRACTOR TO PROVIDE PROOF OF ACCEPTABLE DISPOSAL LOCATION PRIOR TO RECEIVING NOTICE TO PROCEED. Full compensation for disposing of obliterated material shall be considered as included in the contract SITE DEMOLITION, SAWCUT, CUT / FILL & HAUL OFF EXCESS MATERIAL and no separate payment will be made therefore.

10-1.16 EARTHWORK & SUB-GRADE

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and the preliminary soils report in these provisions.

Sub-grade shall be prepared in accordance with Section 26-1.03 of the Standard Specifications. The top 12" of sub-grade and existing Aggregate Base as shown on plans to be compacted to 95% relative density and tested with California Test 216 or ATSM test method (current edition) D1557. One compaction test shall be taken in each lane direction at least every 250 feet and/or at locations designated by the Engineer.

Preliminary soils report for the project is located in Appendix B.

Unsuitable material encountered below the natural ground surface in embankment areas or below the grading plane in excavation areas shall be excavated and disposed of as directed by the Engineer. Unsuitable material is defined as material the Engineer determines to be:

- (a) Of such unsuitable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content; or
- (b) Too wet to be properly compacted and circumstances prevent suitable in-place drying prior to incorporation into the work; or
- (c) Otherwise unsuitable for the planned use.

The presence of excessive moisture in a material is not, by itself, sufficient cause for determining that the material is unsuitable. The removal and disposal of such unsuitable material will be considered as part of the cost of the roadway excavation for the quantities involved and no other compensation for payment will be allowed. When unsuitable material is removed and disposed of, the resulting space shall be filled with material suitable for the planned use. Such suitable material shall be placed and compacted in layers as hereinafter specified for constructing embankments.

Payment for Sub-Grade and existing Aggregate Base scarification and re-compaction shall be made by the contract Lump Sum item for GRADING AND COMPACTION. The City will pay for all of the initial compaction testing. The cost to retest a failed test(s) will be deducted from payment to the Contractor.

10.1-17 CLASS II AGGREGATE BASE

The new Class II Aggregate Base incorporated into the project 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.

The City will pay for the initial compaction testing of Class II Aggregate Base. The costs to retest a failed test(s) will be deducted from payment to the Contractor.

Class II Aggregate Base shall be paid for at the Contract unit price per ton. Said price includes full compensation for furnishing all labor, materials, tools, equipment and for doing all the work involved in constructing the Class II aggregate base complete in place, as shown on the plans and specified herein, and no additional allowance will be allowed therefore.

10-1.18 HOT MIX ASPHALT CONCRETE

Hot mix asphalt concrete shall be 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 producing and placing of hot mix asphalt (HMA) shall comply with Section 39 "Hot Mix Asphalt", of the Caltrans Standard Specifications. The HMA construction process shall be: **Standard**; per Section 39-2 "Standard" of the Standard Specifications.

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 use of reclaimed asphalt pavement (RAP) will not be permitted for this job.

The aggregate for Type B asphalt concrete shall conform to the 1/2 inch gradation and quality specified in Section 39-1.02E, "Aggregate," of the Standard Specifications as outlined below:

1/2-inch HMA Types A and B		
Sieve Sizes	Sieve Sizes	Sieve Sizes
3/4"	3/4"	3/4"
1/2"	1/2"	1/2"

3/8"	3/8"	3/8"
No. 4	No. 4	No. 4
No. 8	No. 8	No. 8
No. 30	No. 30	No. 30
No. 200	No. 200	No. 200

Aggregate Quality

Quality Characteristic	Test Method	HMA Type			
		A	B	RHMA-G	OGFC
Percent of crushed particles	CT 205				
Coarse aggregate (% min.)					
One fractured face		90	25	--	90
Two fractured faces		75	--	90	75
Fine aggregate (% min.)					
(Passing No. 4 sieve and retained on No. 8 sieve.)					
One fractured face		70	20	70	90
Los Angeles Rattler (% max.)	CT 211				
Loss at 100 Rev.		12	--	12	12
Loss at 500 Rev.		45	50	40	40
Sand equivalent (min.) ^a	CT 217	47	42	47	--
Fine aggregate angularity (% min.) ^b	AASHTO T 304 Method A	45	45	45	--
Flat and elongated particles (% max. by weight @ 5:1)	ASTM D 4791	10	10	10	10

Notes:

^a Reported value must be the average of 3 tests from a single sample.

^b The Engineer waives this specification if HMA contains less than 10 percent of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

HOT MIX ASPHALT MIX DESIGN REQUIREMENTS

The contractor shall prepare a mix design and submit a job mix formula as described in section 39-103 of the Standard Specifications and in compliance with:

Hot Mix Asphalt Mix Design Requirements

Quality Characteristic	Test Method	HMA Type		
		A	B	RHMA-G
Air voids content (%)	CT 367 ^a	4.0	4.0	Special Provisions
Voids in mineral aggregate (% min.)	LP-2			
No. 4 grading		17.0	17.0	--
3/8" grading		15.0	15.0	--
1/2" grading		14.0	14.0	18.0 – 23.0 ^b
3/4" grading	13.0	13.0	18.0 – 23.0 ^b	
Voids filled with asphalt (%)	LP-3			
No. 4 grading		76.0 – 80.0	76.0 – 80.0	Note d
3/8" grading		73.0 – 76.0	73.0 – 76.0	
1/2" grading		65.0 – 75.0	65.0 – 75.0	
3/4" grading	65.0 – 75.0	65.0 – 75.0		
Dust proportion	LP-4			
No. 4 and 3/8" gradings		0.9 – 2.0	0.9 – 2.0	Note d
1/2" and 3/4" gradings	0.6 – 1.3	0.6 – 1.3		
Stabilometer value (min.) ^c	CT 366			
No. 4 and 3/8" gradings		30	30	--
1/2" and 3/4" gradings	37	35	23	

Notes:

^a Calculate the air voids content of each specimen using California Test 309 and Lab Procedure LP-1. Modify California Test 367, Paragraph C5, to use the exact air voids content specified in the selection of OBC.

^b Voids in mineral aggregate for RHMA-G must be within this range.

^c Modify California Test 304, Part 2.B.2.c: "After compaction in the compactor, cool to 140 ± 5 °F by allowing the briquettes to cool at room temperature for 0.5-hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."

^d Report this value in the JMF submittal.

TACK COAT

Tack coat shall be applied to existing surfaces to be surfaced and between layers of asphalt concrete, except when eliminated by the Engineer.

Subgrade to receive HMA must comply with the compaction and elevation tolerance specifications in the sections for the material involved. Subgrade must be free of loose and extraneous material. If HMA is paved on existing base or pavement, remove loose paving particles, dirt, and other extraneous material by any means including flushing and sweeping.

Tack coat must comply with the specifications for asphaltic emulsion in Section 94, "Asphaltic Emulsion," or asphalt binder in Section 92, "Asphalts." Tack coat shall be, at the option of the Contractor, either slow-setting asphaltic emulsion, rapid-setting asphaltic emulsion or paving asphalt.

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 Overlay 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

Tack Coat Application Rates for OGFC

OGFC 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	0.03	0.04	0.03
Existing AC and PCC pavement	0.05	0.06	0.04
Planed pavement	0.06	0.07	0.05

Apply to vertical surfaces with a residual tack coat rate that will thoroughly coat the vertical face without running off.

If you request in writing and the Engineer authorizes, you may change tack coat rates.

Immediately in advance of placing HMA, apply additional tack coat to damaged areas or where loose or extraneous material is removed.

Close areas receiving tack coat to traffic. Do not track tack coat onto pavement surfaces beyond the job site.

Asphalt binder tack coat must be between 285 °F and 350 °F when applied.

ATMOSPHERIC CONDITIONS AND PAVING SCHEDULING

The contractor shall check the NWS forecast three days prior to planned paving activities at the website below:

<http://www.wrh.noaa.gov/forecast/wxtables/index.php?lat=35.62&lon=-117.68>

If the forecast wind speed during the planned hours of paving operations are in excess of 15 MPH and/or the forecasted high temperature is below 80°F the contractor shall reschedule the paving operations until the above criteria are forecast three days in advance of the planned paving operations except if prior approval is obtained by the City Engineer.

Spread HMA only if atmospheric and surface temperatures are as indicated below and are rising:

Minimum Atmospheric and Surface Temperatures

Compacted Layer Thickness, feet	Minimum Atmospheric and Surface Temperatures			
	Atmospheric, ° F		Surface, ° F	
	Unmodified Asphalt Binder	Modified Asphalt Binder ^a	Unmodified Asphalt Binder	Modified Asphalt Binder ^a
< 0.15	55	50	60	55
0.15 – 0.25	45	45	50	50

Do not pave HMA on a wet pavement or frozen surface.

TRANSPORTING SPREADING AND COMPACTING

Spreading and compaction of HMA shall conform to Section 39-1.10 “Spreading And Compacting Equipment,” and Section 39-1.11 “Transporting, Spreading, and Compacting,” of the Standard Specifications.

Spreading And Compacting Equipment

Paving equipment for spreading must be:

1. Self-propelled
2. Mechanical
3. Equipped with a screed or strike-off assembly that can distribute HMA the full width of a traffic lane
4. Equipped with a full-width compacting device
5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope

Install and maintain grade and slope references.

The screed must produce a uniform HMA surface texture without tearing, shoving, or gouging.

The paver must not leave marks such as ridges and indentations unless you can eliminate them by rolling.

Rollers must be equipped with a system that prevents HMA from sticking to the wheels. You may use a parting agent that does not damage the HMA or impede the bonding of layers.

In areas inaccessible to spreading and compacting equipment:

1. Spread the HMA by any means to obtain the specified lines, grades and cross sections.
 2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction
- You may deposit HMA in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for deposit, pick-up, loading, and paving are continuous
4. HMA temperature in the windrow does not fall below 260 °F

You may pave HMA in 1 or more layers on areas less than 5 feet wide and outside the traveled way including shoulders. You may use mechanical equipment other than a paver for these areas. The equipment must produce a uniform smoothness and texture.

HMA handled, spread, or windrowed must not stain the finished surface of any improvement including pavement.

Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

HMA must be free of:

1. Segregation
2. Coarse or fine aggregate pockets
3. Hardened lumps

Longitudinal joints in the top layer must match specified lane edges. Alternate longitudinal joint offsets in lower layers at least 0.5 foot from each side of the specified lane edges. You may request in writing other longitudinal joint placement patterns.

Until the adjoining through lane's top layer has been paved, do not pave the top layer of:

1. Shoulders
2. Tapers
3. Transitions
4. Road connections
5. Private drives
6. Curve widenings
7. Chain control lanes
8. Turnouts
9. Left turn pockets

If the number of lanes change, pave each through lane's top layer before paving a changing lane's top layer. Simultaneous to paving a through lane's top layer, you may pave an adjoining area's top layer including shoulders. Do not operate spreading equipment on any area's top layer until completing final compaction.

If HMA (leveling) is specified, fill and level irregularities and ruts with HMA before spreading HMA over base, existing surfaces, or bridge decks. You may use mechanical equipment other than a paver for these areas. The equipment must produce a uniform smoothness and texture. HMA used to change an existing surface's cross slope or profile is not HMA (leveling).

If placing HMA against the edge of existing pavement, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material without damaging the surface remaining in place. If placing HMA against the edge of a longitudinal or transverse construction joint and the joint is damaged or not placed to a neat line, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material without damaging the surface remaining in place. Repair or remove and replace damaged pavement at your expense.

Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving. Complete finish rolling activities before the pavement surface temperature is:

1. Below 150 °F for HMA with unmodified binder
2. Below 140 °F for HMA with modified binder
3. Below 200 °F for RHMA-G

If a vibratory roller is used as a finish roller, turn the vibrator off.

For Standard and QC/QA, if a 3/4-inch aggregate grading is specified, you may use a 1/2-inch aggregate grading if the total layer thickness is between 0.125 foot and 0.20 foot thick.

Spread and compact HMA under Section 39-3.03, "Spreading and Compacting Equipment," and Section 39-3.04, "Transporting, Spreading, and Compacting," if either:

1. Total paved thickness is less than 0.15 foot.

2. Total paved thickness is less than 0.20 foot and a 3/4-inch aggregate grading is specified and used.
3. You spread and compact at:
 - 3.1. Asphalt concrete surfacing replacement areas
 - 3.2. Leveling courses
 - 3.3. Detours not included in the final roadway prism
 - 3.4. Areas the Engineer determines conventional compaction and compaction measurement methods are impeded

Do not allow traffic on new HMA pavement until its mid-depth temperature is below 160 °F.

If you request in writing and the Engineer authorizes, you may cool HMA Type A and Type B with water when rolling activities are complete. Apply water under Section 17, "Watering."

SMOOTHNESS

The HMA pavement top layer must not vary from the lower edge of a 12-foot long straightedge:

1. More than 0.01 foot when the straight edge is laid parallel with the centerline
2. More than 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane
3. More than 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

SMOOTHNESS CORRECTION

If the top layer of HMA Type A, Type B, or RHMA-G pavement does not comply with the smoothness specifications, grind the pavement to within tolerances, remove and replace it, or place a layer of HMA. The Engineer must authorize your choice of correction before the work begins.

Remove and replace the areas of OGFC not in compliance with the must-grind and straightedge specifications, except you may grind OGFC for correcting smoothness:

1. At a transverse joint separating the pavement from pavement not constructed under the same project
2. Within 12 feet of a transverse joint separating the pavement from a bridge deck or approach slab

Corrected HMA pavement areas must be uniform rectangles with edges:

1. Parallel to the nearest HMA pavement edge or lane line
2. Perpendicular to the pavement centerline

Measure the corrected HMA pavement surface with a profilograph and a 12-foot straightedge and correct the pavement to within specified tolerances. If a must-grind area or straightedged pavement cannot be corrected to within specified tolerances, remove and replace the pavement.

On ground areas not overlaid with OGFC, apply fog seal coat under Section 37-1, "Seal Coats."

ENGINEER'S ACCEPTANCE

The City may sample for acceptance testing and tests for:

HMA Acceptance - Standard

Quality Characteristic	Test Method	HMA Type						
		A	B	RHMA-G	OGFC			
Aggregate gradation ^a	CT 202	JMF ± Tolerance ^c						
Sieve						3/4"	1/2"	3/8"
1/2"						X ^b		
3/8"							X	
No. 4								X
No. 8						X	X	X
No. 200	X	X	X					
Sand equivalent (min.) ^d	CT 217	47	42	47	--			
Asphalt binder content (%)	CT 379 or 382	JMF ± 0.45	JMF ± 0.45	JMF ± 0.50	JMF ± 0.50			
HMA moisture content (% , max.)	CT 226 or CT 370	1.0	1.0	1.0	1.0			
Percent of maximum theoretical density (%) ^{e, f}	CT 375	91 – 97	91 – 97	91 – 97	--			
Stabilometer value (min.) ^{d, g}	CT 366							
No. 4 and 3/8" gradings		30	30	--	--			
1/2" and 3/4" gradings		37	35	23	--			
Air voids content (%) ^{d, h}	CT 367	4 ± 2	4 ± 2	Specification ± 2	--			
Percent of crushed particles	CT 205							
Coarse aggregate (% , min.)								
One fractured face		90	25	--	90			
Two fractured faces		75	--	90	75			
Fine aggregate (% , min)								
(Passing No. 4 sieve and retained on No. 8 sieve.)								
One fractured face	70	20	70	90				
Percent of crushed particles	CT 205							
Coarse aggregate (% , min.)								
One fractured face		90	25	--	90			
Two fractured faces		75	--	90	75			
Los Angeles Rattler (% , max.)	CT 211							
Loss at 100 rev.		12	--	12	12			
Loss at 500 rev.		45	50	40	40			
Fine aggregate angularity (% , min.)	AASHTO T 304, Method A	45	45	45	--			
Flat and elongated particles (% , max. by weight @ 5:1)	ASTM D 4791	Report only	Report only	Report only	Report only			
Voids filled with asphalt (%) ⁱ	LP-3							
No. 4 grading		76.0 – 80.0	76.0 – 80.0	Report only	--			
3/8" grading		73.0 – 76.0	73.0 – 76.0					
1/2" grading		65.0 – 75.0	65.0 – 75.0					
3/4" grading		65.0 – 75.0	65.0 – 75.0					
Voids in mineral aggregate (% min.) ⁱ	LP-2							
No. 4 grading		17.0	17.0	--	--			
3/8" grading		15.0	15.0	--	--			

1/2" grading		14.0	14.0	18.0 – 23.0 ^j	
3/4" grading		13.0	13.0	18.0 – 23.0 ^j	
Dust proportion ⁱ No. 4 and 3/8" gradings 1/2" and 3/4" gradings	LP-4	0.9 – 2.0 0.6 – 1.3	0.9 – 2.0 0.6 – 1.3	Report only	--
Smoothness	Section 39-1.12	12-foot straightedge, must-grind, and PI ₀	12-foot straightedge, must-grind, and PI ₀	12-foot straightedge, must-grind, and PI ₀	12-foot straightedge and must-grind
Asphalt binder	Various	Section 92	Section 92	Section 92	Section 92
Asphalt rubber binder	Various	--	--	Section 92- 1.02(C) and Section 39- 1.02D	Section 92- 1.02(C) and Section 39- 1.02D
Asphalt modifier	Various	--	--	Section 39- 1.02D	Section 39- 1.02D
Crumb rubber modifier	Various	--	--	Section 39- 1.02D	Section 39- 1.02D

^a The Engineer determines combined aggregate gradations containing RAP under Laboratory Procedure LP-9.

^b "X" denotes the sieves the Engineer considers for the specified aggregate gradation.

^c The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."

^d The Engineer reports the average of 3 tests from a single split sample.

^e The Engineer determines percent of maximum theoretical density if the specified paved thickness is at least 0.15 foot under California Test 375 except the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each density core instead of using the nuclear gauge in Part 4, "Determining In-Place Density By The Nuclear Density Device."
2. California Test 309 to determine maximum theoretical density instead of calculating test maximum density in Part 5, "Determining Test Maximum Density."

^f The Engineer determines maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.

^g Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ±5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."

^h The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

ⁱ Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.

^j Voids in mineral aggregate for RHMA-G must be within this range.

No single test result may represent more than the smaller of 750 tons or 1 day's production.

For any single quality characteristic except smoothness, if 2 consecutive acceptance test results do not comply with the specifications:

1. Stop production.
2. Take corrective action.
3. In the Engineer's presence, take samples and split each sample into 4 parts. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

The Engineer tests the density core you take from each 250 tons of HMA production. The Engineer determines the percent of maximum theoretical density for each density core by determining the density core's density and dividing

by the maximum theoretical density.

If the specified total paved thickness is at least 0.15 foot and any layer is less than 0.15 foot, the Engineer determines the percent of maximum theoretical density from density cores taken from the final layer measured the full depth of the total paved HMA thickness.

For percent of maximum theoretical density, the Engineer determines a deduction for each test result outside the specifications in compliance with:

Reduced Payment Factors for Percent of Maximum Theoretical Density

HMA Type A and B and RHMA-G Percent of Maximum Theoretical Density	Reduced Payment Factor	HMA Type A and B and RHMA-G Percent of Maximum Theoretical Density	Reduced Payment Factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and Replace	> 99.0	Remove and Replace

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

MISCELLANEOUS AREAS AND DIKES

Miscellaneous areas are outside the traveled way and include:

1. Median areas not including inside shoulders
2. Island areas
3. Sidewalks
4. Gutters
5. Gutter flares
6. Ditches
7. Overside drains
8. Aprons at the ends of drainage structures

Spread miscellaneous areas in 1 layer and compact to the specified lines and grades.
For miscellaneous areas and dikes:

1. Do not submit a JMF.
2. Choose the 3/8-inch or 1/2-inch HMA Type A and Type B aggregate gradations.
3. Minimum asphalt binder content must be 6.8 percent for 3/8-inch aggregate and 6.0 percent for 1/2-inch aggregate. If you request in writing and the Engineer authorizes, you may reduce the minimum asphalt binder content.
4. Choose asphalt binder Grade PG 70-10 or the same grade specified for HMA.

Asphalt concrete Type B will be measured by the ton of completed mixture in accordance with the provisions of Section 9-1.01 "Measurement of Quantities", of the Standard Specifications.

Hot mix asphalt (HMA) shall be paid for at the Contract UNIT PRICE PER TON. AC dikes shall be paid for at the Contract UNIT PRICE PER LINEAR FOOT. Asphalt joint treatment shall be paid for at the Contract PRICE FOR LUMP SUM. Said prices includes full compensation for furnishing all labor, materials, tools, equipment and for doing all the work involved in constructing the asphalt concrete complete in place, as shown on the plans and specified herein, and no additional allowance will be allowed therefore.

10-1.19 CONCRETE CURBS AND SIDEWALKS

This work shall consist of constructing concrete curbs, gutters, sidewalks, gutter depressions, island paving, curb ramps (wheelchair ramps), and driveways, of the form and dimensions shown on the PLANS, and shall conform to the provisions of Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications and these special provisions.

This work shall be constructed of minor concrete conforming to the provisions in Section 90-10, "Minor Concrete," except as follows:

1. The maximum size of aggregate used for extruded or slip-formed curb construction shall be at the option of the Contractor, but in no case shall the maximum size be larger than one inch nor smaller than 3/8-inch.
2. The cement content of the minor concrete for sidewalks and curb ramps shall be not less than 463 pounds per cubic yard ("Kern County Class B"), except that when extruded or slip-formed curbs are constructed using 3/8-inch maximum size aggregate, the cement content shall be not less than 548 pounds per cubic yard.
3. Concrete for curb and gutter shall be "Kern County Class A", 1-1/2-inch maximum aggregate size, containing not less than 564 pounds of cement per cubic yard of concrete (6-sack mix). The compressive strength of the concrete shall be at least 3,000 psi at 28 days. The slump shall not be more than 4 inches

Curbs, gutters, sidewalks, gutter depressions, island paving, curb ramps and driveways shall be constructed by using fixed forms, except that curbs, not on structures, may be constructed by using an extrusion machine or a slip-form paver, and sidewalks, not on structures, may be constructed by using a slip-form paver.

Where the PLANS provide for the reconstruction of a portion of an existing curb, gutter, sidewalk, driveway or curb ramp the existing section and the adjacent street paving shall be sawcut to full depth of the existing structure, with an abrasive type saw at the first scoring line at or beyond the planned joint and the entire section to be reconstructed shall be removed. The new curb, gutter, sidewalk, driveway or curb ramp shall join the old work at this line. Dirt behind new curb, gutter, and/or sidewalk shall be leveled and compacted.

Quantities of minor concrete shown in the Engineer's Estimate, in curb ramps will be paid for at the contract price per EACH. Curbs, gutters, gutter depressions, and island paving will be paid for at the contract price per LINEAR FOOT. Sidewalks will be paid at the contract price per SQUARE FOOT.

The above prices and payments shall include full compensation for furnishing all labor, materials (including adhesive, or reinforcing steel and dowels for anchoring curbs to existing pavement), tools, equipment, and incidentals, and for doing

all the work involved in constructing curbs, gutters, sidewalks, gutter depressions, island paving, curb ramps and driveways, complete in place, including subgrade preparation, as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer. The City will pay for the initial compaction testing of the Native Soil. The costs to retest a failed test(s) will be deducted from payment to the Contractor.

10-1.20 MISCELLANEOUS DRAINAGE FACILITIES

This item shall consist of *miscellaneous drainage facilities including cross gutters (x-gutters), drain pipe, manholes, entrance structures, and catch basins* constructed in accordance with these Special Provisions at the specified locations in accordance with the dimensions, lines and grades as shown on the PLANS.

The Contractor shall provide test results and manufacturer's certificates of compliance for prequalification of all materials used in this subsection.

CONCRETE. Plain and reinforced concrete shall meet the requirements of Section 90, "Portland Cement Concrete", of the Standard Specifications, except as modified herein. Concrete shall be "Kern County Class A", 1-1/2-inch maximum aggregate size, containing not less than 564 pounds of cement per cubic yard of concrete (6-sack mix). The compressive strength of the concrete shall be at least 3,000 psi at 28 days. The slump shall not be more than 4 inches.

REINFORCEMENT. Reinforcement shall conform to the provisions in Section 52, "Reinforcement" of the Standard Specifications.

DRAIN PIPE. If type is not specified on the PLANS, drain pipe shall be Class IV reinforced concrete pipe conforming to Section 65 "Reinforced Concrete Pipe", of the Standard Specifications, PVC Drain Pipe, or corrugated polyethylene with smooth interior wall and conforming to AASHTO M 294 requirements.

Reinforced concrete pipe and corrugated polyethylene pipe shall be rated for H-20 loading with 1-foot of cover.

CATCH BASINS, CROSS GUTTER, AND MISCELLANEOUS DRAINAGE STRUCTURES. Catch basins, cross gutters, and other miscellaneous drainage structures shall conform with the details shown on the PLANS. Catch basins may be cast-in-place or precast. Catch basins shall be equipped with base and extenders as needed and shall be supplied with galvanized frames and grates, rated for H-20 loading. Catch basin modifications shall include adjusting existing catch basins to grade, modification of existing catch basins to accept new pipe, or other modifications as shown on the PLANS. New H-20 rated galvanized frames and grates shall be provided when existing grate elevations are modified.

PREPARING SUBGRADE. Excavation shall be made to the required width and depth, and the subgrade upon which the item is to be built shall be compacted to a firm uniform grade. All soft and unsuitable material shall be removed and replaced with suitable approved material. When required, a layer of approved granular material, compacted to the thickness indicated in the PLANS, shall be placed to form a subbase. The underlying course shall be checked and accepted by the Engineer before placing as spreading operations are started.

PLACING CONCRETE. The forms and the mixing, placing, finishing, and curing of the concrete shall conform to the requirements of Section 90, "Portland Cement Concrete", of the Standard Specifications and shall be in accordance with the following requirements.

The concrete shall be tamped and spaded until it is consolidated and mortar entirely covers and forms the top surface. The surface of the concrete shall be floated smooth and the edges rounded to the radii shown on the PLANS. Before the concrete is given the final finishing, the surface shall be tested with a 10-foot straightedge, and any irregularities of more than 1/4-inch in 10 feet shall be eliminated.

The concrete shall be placed with dummy-grooved joints not to exceed 15 feet apart, except where shorter lengths are necessary for closures, but no section shall be less than 4 feet long.

Expansion joints of the type called for in the PLANS shall be constructed to replace a dummy groove at spacings of approximately 30 feet or as shown on the PLANS. When the gutter is placed next to concrete pavement, expansion joints

in the gutter shall be located opposite expansion joints in the pavement. When the gutter abuts a pavement or other structure, an expansion joint shall be placed between the gutter and the other structure.

Forms shall not be removed within 24 hours after the concrete has been placed. Minor defects shall be repaired with mortar containing 1-part cement and 2-parts fine aggregate.

The operations of depositing, compacting, and finishing the item shall be constructed so as to build a satisfactory structure. If any section of concrete is found to be porous, other than minor defects which may be plastered, or is otherwise defective, it shall be removed and replaced by the Contractor without additional compensation.

BACKFILLING. After the concrete has set sufficiently, the spaces adjacent to the structure shall be refilled to the required elevation with material specified on the PLANS and compacted by mechanical equipment to at least 95 percent of the maximum density as determined by ASTM D 1557. The in-place density shall be determined in accordance with ASTM D 1556 or ASTM D 2157. In paved areas, the pavement shall be replaced to a depth equal to the existing or as shown on the PLANS.

~~INSTALLING PIPE. Pipe shall be located as indicated on the PLANS. Installation shall be in conformance with Section 65 "Reinforced Concrete Pipe", of the Standard Specifications, unless otherwise shown on the PLANS.~~

~~The quantity of catch basins and outlet/inlet structures to be paid for shall be each unit installed and accepted as shown on the PLANS. Storm drainpipe shall be measured per linear foot. Pipe measurement shall be measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. No separate measurement will be made for flared end sections or catch basin aprons.~~

~~Payment shall be made at the Contract price per each SIDEWALK UNDER DRAIN, per linear foot for each type of drainpipe, and by the square foot for each cross gutter / curb return and apron. Said payment shall include excavation, backfill and full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing the concrete work, complete in place, as shown on the PLANS. No separate payment shall be made for flared end sections or catch basin aprons. All costs for flared end sections shall be included in the price paid for storm drainpipe. Catch basins, inlet, and outlet structures shall be paid for under the appropriate per each item.~~

10-1.21 ROADSIDE SIGNS

All details and dimensions for roadside signs and the installation thereof shall conform to the current State of California, Department of Transportation, Sign Specifications, Traffic Manual, Standard Specifications, Standard Plans, and these special provisions.

Traffic Sign Specifications for California sign codes are available for review at:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/specs.htm>

Traffic Sign Specifications for signs referenced with Federal MUTCD sign codes can be found in Standard Highway Signs Book, administered by the Federal Highway Administration, which is available for review at:

http://mutcd.fhwa.dot.gov/ser-shs_millennium.htm

Information on cross-referencing California sign codes with the Federal MUTCD sign codes is available at:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/specs.htm>

New roadside signs and posts, or other alternate mountings as shown on the plans, shall be installed at the locations shown on the plans or as directed by the Engineer. New and relocated signs shall be installed on appropriately sized standard galvanized square tube posts as directed by the Engineer.

Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

Full compensation for relocating or removing existing roadside signs or for furnishing and installing new roadside signs shall be considered as included in the contract per each price paid for INSTALL STREET SIGN PER PLANS and no additional payment will be made therefore.

10-1.22 PAINT TRAFFIC STRIPE AND PAVEMENT MARKING

This work shall consist of painting traffic stripes (traffic lines) and pavement markings, including applying glass beads, in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Traffic stripe and pavement marking paint shall conform to the requirements in State Specification No. PTWB-01.

Glass beads shall conform to State Specification No. 8010-004 (Type II).

The color of the painted traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6628-01.

Retroreflectivity of the paint traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White painted traffic stripes and pavement markings shall have a minimum initial retroreflectivity of $250 \text{ mcd m}^{-2} \text{ lx}^{-1}$. Yellow painted traffic stripes and pavement markings shall have a minimum initial retroreflectivity of $150 \text{ mcd m}^{-2} \text{ lx}^{-1}$.

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 shall be per CALTRANS standards as noted on the plans. Markings shall be per stencils provided by the City.

Contractor to place street centerline striping, lane line striping, limit lines, directional arrows and crosswalks as shown on the plans in two coats at the application rates specified in the Standard Specifications.

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.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.09, "Public Safety", of the Standard Specifications.

Payment for this item of work shall be made by the contract lump sum for STRIPING AND MARKINGS PER PLANS, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in painting traffic stripes (regardless of the number, widths and patterns of individual stripes involved in each traffic stripe) and pavement markings including establishing alignment for stripes and layout work, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer; and no additional allowance will be allowed.

10-1.23 ADJUST FRAME AND COVER TO GRADE

Frames and covers of existing manholes shall be adjusted to final finished grade in accordance with the provisions in Section 15-2.05, "Reconstruction," of the Standard Specifications, these special provisions, and the City Standards.

RAISING EXISTING BRICK MANHOLES

Brick manholes to be raised less than 1 foot may be extended vertically, provided that at a depth of 2-1/2 feet below the top of the manhole at its new elevation, the inside diameter of the manhole is 30 inches or greater.

Brick manholes to be raised less than 3-1/2 inches may be raised by applying Class "D" mortar to the top of the existing brickwork. If the brick manhole is to be raised 3-1/2 inches or more, a new course or courses of brickwork shall be placed on top of the existing brickwork.

Class "A" (6 sack) concrete collars per the dimensions on the plans shall be placed around the adjusted manholes.

LOWERING EXISTING BRICK MANHOLES

Where a brick manhole is to be lowered less than 1 foot the frame may be reset on the existing brickwork and the 40 in. minimum brickwork reconstruction omitted, provided that the base of the frame does not overhang the brickwork on the inside surface of the manhole more than an average of 1-1/2 in. in any quadrant nor more than 2 in. at any point.

RAISING EXISTING PRECAST CONCRETE MANHOLES

Precast concrete manholes to be raised less than 3 inches may be raised by applying Class "D" mortar to the top of the existing manhole, provided the total height of mortar, existing and newly applied, does not exceed 3 inches.

Where the precast concrete manhole is to be raised 3 inches or more, or where the total height of the mortar existing and newly applied, would exceed 3 inches, grade rings shall be utilized. Class "D" mortar may be used for final adjustment, but not more than 3 inches in height. Where raising the manhole would result in the upper segment of the shaft being more than 30 inches in height, remove the reducer and the upper segment of the shaft. Install additional rings or pipe to the lower segment of the shaft, and reinstall the reducer and grade rings as required.

Class "A" (6 sack) concrete collars per the dimensions on the plans shall be placed around the adjusted manholes.

LOWERING EXISTING PRECAST CONCRETE MANHOLES

Remove sufficient grade rings to lower the manholes as required. Apply Class "D" mortar to a height not exceeding 3-inches for adjustment to final grade.

Where removal of grade rings would result in the upper segment of the shaft being less than 12-inches in height, remove the reducer and sufficient sections of the lower segment of the shaft and reinstall any necessary segment of the lower shaft, the reducer, and the grade rings to conform to the requirements of this plan.

Existing grade rings need not be removed if existing mortar is removed, and at least 1-1/2 inches of mortar may be replaced on top of the existing grade rings to reseal the frame.

Existing manhole frames and covers, if salvaged undamaged, may be reused. If damaged, a new frame and cover shall be furnished. Full compensation for furnishing new cast iron frame and cover for sewer and drainage manholes shall be considered as included in the Contract price paid for ADJUST MANHOLE TO GRADE and no additional allowance will be allowed.

Adjusting existing sewer and drainage manholes frame and cover will be paid for at the Contract unit price EACH for ADJUST MANHOLE TO GRADE, which price shall include full compensation for furnishing all labor, materials, tools, equipment and for doing all the work involved in adjusting the manhole, complete with concrete pad, including excavation and saw-cutting pavement at the periphery of the square PCC pad.

10-1.24 ADJUST SURVEY MONUMENT

Existing frames and covers, if salvaged undamaged, may be reused. If damaged, a new frame and cover shall be furnished. Existing survey monuments to remain undisturbed, if disturbed, contractor to be responsible for the resetting of monuments by qualified individual.

Full compensation for furnishing new cast iron frame and cover for survey monuments, and resetting of survey monuments if needed shall be considered as included in the Contract price paid for adjusting manhole and no additional allowance will be allowed therefore

Class "A" (6 sack) concrete collars per the dimensions on the plans shall be placed around the adjusted monument or valve.

Adjusting existing survey monument will be paid for at the Contract price for ADJUST SURVEY MONUMENT TO GRADE, which price shall include full compensation for furnishing all labor, materials, tools, equipment and for doing all the work involved in adjusting the survey monument, complete with concrete pad, including excavation and saw-cutting pavement at the periphery of the square PCC pad. Due to the possibility of non-existent survey monuments, or monuments encasements which may be below the existing pavement and therefore not visible, all probable survey monument locations have been shown on the plans and accounted for in the Engineers Estimate and the Bidding Schedule of this contract. Contractor shall be paid the contract unit cost for each survey monument adjustment, actually adjusted and no adjustment of said contract unit cost will be allowed due to increase or decrease in the quantity of survey monuments adjusted.

10-1.25 CONSTRUCTION SURVEY / STAKING

The contractor shall be responsible for construction survey/staking of the project. Construction survey shall be performed by a licensed land surveyor or qualified and licensed civil engineer. Contractor to provide record drawings stamped by a licensed land surveyor or qualified and licensed civil engineer. Full compensation for construction survey/staking and record drawings shall be included in the Contract price for the lump sum item CONSTRUCTION SURVEY/ RECORD DRAWINGS.

10-1.26 DUST CONTROL

Dust control shall conform to the provisions of Section 10 of the Standard Specifications and these Special Provisions. Full compensation for dust control shall be included in the Contract price for the lump sum item SITE WATERING / DUST CONTROL.

10-1.27 CONTRACT ITEMS OF WORK

Contract items of work are described herein, including the method of measurement and payment.

This section specifies the method of measurement and payment for this Contract. Any method of measurement and payment described in the Standard specifications in conflict herewith is declared null and void.

It is intended herein that compensation for the entire work is to be accomplished through the combination of the various Contract pay items of work and compensation outside of these Contract items will not be allowed except for extra work ordered in writing by the City. In preparing this bid, the Contractor is enjoined to be diligent in making sure that all of his costs are covered by the Contract items of work.

Attention is directed to the bidding schedule. The Contractor is to indicate unit price bid and total price bid for the estimated quantities as shown.

10-1.28 ROADWAY FINISHING

Surplus material, tools and temporary structures shall be removed by the Contractor and all excess dirt, rubbish and

excess earth from excavations shall be removed and disposed of by the Contractor at the end of each day. Work site to be left in a safe condition at all times. Payment for roadway finishing to include shoulder backing shall be considered as included in the various items of work and no additional allowance will be allowed therefore. Finishing roadway shall conform to the provisions in Section 22, "Finishing Roadway", of the Standard Specifications and these special provisions.

In addition to the conditions, provisions and requirements of Section 22-1.01, "Description", of the Standard Specifications, the following shall apply:

The Contractor shall remove, from all affected areas, whether inside or outside the project limits, all excess and/or objectionable material originating within the project limits and transported by public traffic or by the Contractor's operations.

The Contractor may use any method, approved by the Engineer that does not create a dust problem to remove the excess and/or objectionable material from the affected areas. However, in residential areas, when a broom is used, a self-contained, pick-up type, power broom with water distribution system shall be used. The Contractor shall water test paved areas for ponding and flow prior to acceptance. Areas requiring mediation will be done at the contractor expense, and approved by the city engineer.

10-1.29 DESERT TORTOISE PROTECTION

The desert tortoise (*Gopherus agassizii*) is protected by the Federal Endangered Species Act and the State Endangered Species Act. The Federal Endangered Species Act of 1973 (16 USC 1531-1543) 50 CFR Part 402 and 50 CFR Part 17.3, and the California Department of Fish and Game Code Section 2080 and Section 2081 protect endangered species and their occupied habitat, and Section 9 of the Federal Endangered Species Act defines "take" of a listed species and the federal penalties for violations.

This project is within or near identified desert tortoise habitat. Equipment or personnel and construction activities must not be allowed outside the identified project site, which is defined as the area where construction activities will occur. Construction activities include, but are not limited to, temporary haul and access roads, staging/storage areas and batch plants. If evidence of a desert tortoise is discovered within the project site, immediately stop work within 100 feet and notify the Engineer.

General Provisions

1. Observations of the desert tortoise or its sign during project activities must be reported to the Engineer.
2. A trash abatement program must be initiated during the pre-construction phases of the project and must continue through the duration of the project. Trash and food items must be contained in closed (raven-proof) containers and removed at least once per week.
3. Personnel must access the project site using existing routes.
4. Upon project completion, construction refuse must be removed from the site and disposed of properly.
5. Construction equipment must be cleaned of mud or other debris that may contain invasive plants or seeds and inspected to reduce the potential of spreading noxious weeds before mobilizing at the site.
6. NO firearms or domestic dogs are allowed in the project area.

Training

A qualified biologist must conduct a pre-construction Desert Tortoise training of all contracted staff, including, subcontractors and your representatives on the project site in connection with your activities. Workers must be trained to recognize work area markers and understand equipment movement restrictions. The education program must include the biology of the desert tortoise, the habitat needs, and their status. A fact sheet containing this information must be prepared and distributed. Upon completion of the training, employees must sign a form stating that they attended the program and understand protection measures.

Notification and Reporting

If a tortoise is killed or found dead, the Engineer and USFWS must be notified immediately.

Pre-construction survey

Pre-construction surveys for desert tortoise must be performed by a qualified Biologist 7 days prior to and again within 24 hours of the onset of surface disturbance. The project area must be surveyed using belt transects 10 yards or 30 feet wide (100 percent coverage).

In addition to the above, the Contractor shall adhere to and perform the following:

- A. Entrance into areas within the right of way not required for construction activities shall be restricted to the highway and associated paved or graded shoulders. Staging, parking, storage and other project related use areas shall be clearly marked on the ground.
- B. Project-related traffic shall observe a 20 miles (32 kilometer) per hour speed limit except on roads or highways open for public use.
- C. At the end of each working day, the Contractor shall take measures to prevent the entrapment of Desert tortoise in all excavated, steep-walled holes or trenches. Such measures shall include covering excavations with plywood or providing dirt or plank escape ramps from the trenches.
- D. The Contractor shall inspect all pipes and culverts with a diameter greater than or equal to 4 inches (100 mm) before burying, capping, or other use. If Desert tortoise are discovered during this inspection, the pipe or culvert shall not be disturbed (other than to move it to a safe location if necessary) until after the Desert tortoise has escaped.
- E. The Contractor shall immediately notify the Engineer and the Contractor's Biologist if a dead, injured or entrapped Desert tortoise is found. Work in the immediate area shall cease while the Contractor's Biologist consults with the California Department of Fish and Game and the US Fish and Wildlife Service. Only a qualified Biologist shall remove a Desert tortoise that appears in project area during construction. The disposition of any carcasses or recovering animals shall be coordinated through the Contractor's Biologist, and the Engineer.
- F. The Contractor shall provide closed garbage containers where food-related trash is generated, and garbage shall be disposed of daily.
- G. Pets are prohibited on work site.
- H. No vegetation shall be removed during construction on BLM property (Javis Ave. to Cerro Coso College).
- I. Vehicles and construction equipment shall remain on AC surface only on BLM property (Javis Ave. to Cerro Coso College).
- J. The above notes also apply to construction for construction inspection activities.

If in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of mitigation measures or adherence to protecting threatened or endangered species, the City will compensate the Contractor for such delays to the extent provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications, and not otherwise, except as provided in Section 8-1.10, "Utility and non-Highway Facilities," of the Standard Specifications.

Full compensation for conforming to the requirements in this section, including the Pre-construction surveys for desert tortoise shall be considered as included in the contract price paid for Bid Item DESERT TORTOISE TRAINING / PRE-CONSTRUCTION SURVEYS, and no additional compensation will be allowed therefore.

10-1.30 PAYMENT

The method of payment for each item of work is described in Section 9 of the Standard Specifications. Progress payments shall be payment for amount of work completed to about the 25th of each month, less 10% retention. All work in not fully completed, but in progress, shall be discussed with the contractor and assessed by the Project Engineer, and shall be paid for on a percentage of completion basis. Progress payments shall be made to the Contractor upon approval of the Resident Engineer and City.

APPENDIX A FEDERAL PREVAILING WAGES

General Decision Number: CA120031 01/06/2012 CA31

Superseded General Decision Number: CA20100031

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and

coatings, and finishes to all
types of mechanical systems).....\$ 41.40 17.25

BOIL0092-005 05/01/2011

INYO AND KERN

	Rates	Fringes
BOILERMAKER.....	\$ 41.26	25.27

BOIL0549-003 01/01/2009

MONO COUNTY

	Rates	Fringes
BOILERMAKER.....	\$ 37.01	22.25

* BRCA0004-005 05/01/2011

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 35.05	11.40

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-010 09/01/2009

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 26.59	9.62
TERRAZZO WORKER/SETTER.....	\$ 33.63	10.46

* BRCA0018-011 06/01/2011

	Rates	Fringes
TILE LAYER.....	\$ 38.61	13.83

* BRCA0018-012 06/01/2011

KERN

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.02	12.22
TILE FINISHER.....	\$ 27.80	12.54

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) Piledrivermen; 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 07/25/2011

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 27.25	11.35
Technician.....	\$ 29.05	10.53+3%

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 05/01/2011

	Rates	Fringes
CABLE SPLICER		
China Lake Naval Weapons		
Center, Edwards AFB.....	\$ 42.10	3%+16.54
Remainder of Kern County....	\$ 36.47	3%+16.54
ELECTRICIAN		
China Lake Naval Weapons		
Center, Edwards AFB.....	\$ 38.78	3%+16.54
Remainder of Kern County....	\$ 33.15	3%+16.54

 ELEC0477-001 09/01/2011

INYO AND MONO

	Rates	Fringes
ELECTRICIAN.....	\$ 36.10	3%+15.90

CABLE SPLICER: \$1.00 above Electrician.
 TUNNEL WORK: 10% above Electrician.

 ELEC1245-001 06/01/2011

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 47.87	13.87
(2) Equipment specialist		
(operates crawler		
tractors, commercial motor		
vehicles, backhoes,		
trenchers, cranes (50 tons		
and below), overhead &		
underground distribution		
line equipment).....	\$ 38.23	12.80

(3) Groundman.....	\$ 29.25	12.53
(4) Powderman.....	\$ 42.75	12.97

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 01/01/2011

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.58	21.785

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 07/01/2011

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 36.13	20.77
GROUP 2.....	\$ 36.91	20.77
GROUP 3.....	\$ 37.20	20.77
GROUP 4.....	\$ 38.69	20.77
GROUP 5.....	\$ 40.49	20.77
GROUP 6.....	\$ 38.91	20.77
GROUP 8.....	\$ 39.02	20.77
GROUP 9.....	\$ 40.82	20.77
GROUP 10.....	\$ 39.14	20.77
GROUP 11.....	\$ 40.94	20.77
GROUP 12.....	\$ 39.31	20.77
GROUP 13.....	\$ 39.41	20.77
GROUP 14.....	\$ 39.44	20.77
GROUP 15.....	\$ 39.52	20.77
GROUP 16.....	\$ 39.64	20.77
GROUP 17.....	\$ 39.81	20.77
GROUP 18.....	\$ 39.91	20.77
GROUP 19.....	\$ 40.02	20.77
GROUP 20.....	\$ 40.14	20.77
GROUP 21.....	\$ 40.31	20.77
GROUP 22.....	\$ 40.41	20.77
GROUP 23.....	\$ 40.52	20.77
GROUP 24.....	\$ 40.64	20.77
GROUP 25.....	\$ 40.81	20.77
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 37.48	20.77
GROUP 2.....	\$ 38.26	20.77
GROUP 3.....	\$ 38.55	20.77
GROUP 4.....	\$ 38.69	20.77
GROUP 5.....	\$ 38.91	20.77

GROUP 6.....	\$ 39.02	20.77
GROUP 7.....	\$ 39.14	20.77
GROUP 8.....	\$ 39.31	20.77
GROUP 9.....	\$ 39.48	20.77
GROUP 10.....	\$ 40.48	20.77
GROUP 11.....	\$ 41.48	20.77
GROUP 12.....	\$ 42.48	20.77
GROUP 13.....	\$ 43.48	20.77
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 37.98	20.77
GROUP 2.....	\$ 38.76	20.77
GROUP 3.....	\$ 39.05	20.77
GROUP 4.....	\$ 39.19	20.77
GROUP 5.....	\$ 39.41	20.77
GROUP 6.....	\$ 39.52	20.77
GROUP 7.....	\$ 39.64	20.77

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 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 (guniting 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 than 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, 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, SBM 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 thin 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 1/4 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 07/01/2011

	Rates	Fringes
Brick Tender.....	\$ 27.17	16.71

 LABO0300-003 07/01/2011

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 30.04	14.20
GROUP 2.....	\$ 29.09	14.20
GROUP 3.....	\$ 25.55	14.20
LABORER (TUNNEL)		
GROUP 1.....	\$ 32.20	15.98
GROUP 2.....	\$ 32.52	15.98
GROUP 3.....	\$ 32.98	15.98
GROUP 4.....	\$ 33.67	15.98
LABORER		
GROUP 1.....	\$ 26.33	16.00
GROUP 2.....	\$ 26.88	16.00
GROUP 3.....	\$ 27.43	16.00
GROUP 4.....	\$ 28.98	16.00
GROUP 5.....	\$ 29.33	16.00

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, cabetender; 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	11.65

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.

 LAB01184-001 07/01/2011

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 28.01	11.48
(2) Vehicle Operator/Hauler.	\$ 28.18	11.48
(3) Horizontal Directional Drill Operator.....	\$ 30.03	11.48
(4) Electronic Tracking Locator.....	\$ 32.03	11.48
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; 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 10/05/2011

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 33.22	13.81

* PAIN0036-021 07/01/2011

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Journeyman Painter.....	\$ 25.20	10.35
(2) Repaint.....	\$ 23.10	10.35
(3) High Iron & Steel - Kern County only.....	\$ 27.20	10.35
(4) All other work.....	\$ 29.32	10.35
(5) Industrial.....	\$ 29.32	10.35

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 07/01/2011

	Rates	Fringes
GLAZIER.....	\$ 27.07	9.98

PAIN1247-001 09/01/2009

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 20.27	8.79

PLAS0200-007 08/01/2011

	Rates	Fringes
PLASTERER.....	\$ 35.29	12.05

U.S. MARINE CORPS-PICKLE MEADOW & MOUNTAIN WARFARE TRAINING CENTER:
\$3.00 additinal per hour.

* PLAS0500-002 10/01/2011

	Rates	Fringes
--	-------	---------

CEMENT MASON/CONCRETE FINISHER...\$ 35.38 14.72

PLUM0345-001 07/01/2011

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.\$	27.35	16.34
Sewer & Storm Drain Work....\$	26.82	18.18

PLUM0460-002 07/01/2011

	Rates	Fringes
PLUMBER (Plumber, Pipefitter, Steamfitter, Refrigeration)		
0 to 40 miles radius from 6718 Meany Avenue in Bakersfield.....\$	35.47	19.35
40 to 75 miles radius.....\$	39.97	19.35
50 to 75 miles radius.....\$	39.39	17.64
75 miles radius or more.....\$	41.89	17.64
75 miles to 100 miles radium.....\$	42.47	19.35
over 100 miles radium.....\$	45.97	19.35

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 04/01/2011

	Rates	Fringes
SPRINKLER FITTER.....\$	33.35	17.75

SHEE0105-003 07/01/2011

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.....\$ 42.05 19.01
 (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...\$ 36.16 25.20

 SHEE0105-004 07/01/2011

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.....	\$ 36.16	25.20

 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.

=====
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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular

rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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.

=====

END OF GENERAL DECISION

**APPENDIX B
PRELIMINARY SOILS REPORTS**



700 22nd Street
Bakersfield CA 93301
P 661.327.0671
F 661.324.4218
www.bskassociates.com

RECEIVED

JAN 31 2011
08203
HELT ENGINEERING, INC.

VIA US MAIL & E-MAIL

January 25, 2010

BSK Job G10-162-11B

Mr. Jermy Bowman
Helt Engineering
2930 Union Avenue
Bakersfield, Ca 93305

**SUBJECT: Pavement Distress Investigation and
Pavement Rehabilitation
College Heights Phase III
Ridgecrest, California**

Dear Mr. Bowman:

BSK Associates (BSK) has conducted a pavement distress investigation and Pavement for College Heights Boulevard in Ridgecrest, California. Our scope of services included a site reconnaissance inclusive of performing a visual pavement distress survey and sampling of pavement and subgrade materials, in-field thickness measurement of existing pavement sections, laboratory testing, engineering analyses, and preparation of this report.

1.0 BACKGROUND

BSK understands that the College Heights Boulevard from Franklin Avenue to Cerro Coso College will be rehabilitated. Ridgecrest (Owner) would like the overall condition to be assessed to aid in selection of the most suitable method of pavement rehabilitation. The vicinity and locations of the roadway are presented on Figure 1, Site Vicinity Map. Based on the information provided to us by Mr. Bowman of Helt Engineering, the Traffic Index (TI) for College Heights Boulevard is 7 to 9.

2.0 FIELD INVESTIGATION

The field investigation took place starting on January 4 and concluding on January 5, 2011. The investigation included performing a visual assessment of College Heights Boulevard. The visual assessment of the surface asphalt concrete pavement condition noted the types and severities of the major pavement distresses present from south of Franklin Avenue along College Heights Boulevard terminating at Cerro Coso Community College. Alligator, block, longitudinal, and transverse cracking were present in both directions of College Heights Boulevard from Franklin

An Employee-Owned Company • Analytical Testing • Construction Observation • Ecological Services • Engineering Geology
Environmental Engineering • Food Safety Services • Geotechnical Engineering • Materials Testing • Water Resources

Pavement Distress Investigation and Pavement Rehabilitation
College Heights Phase III
Ridgecrest, California

BSK Job G10-162-11B
January 25, 2010
Page 2 of 6

Avenue to Cerro Coso College. Generally, both the North and South bound lanes were in poor condition.

During the visual assessment, locations were marked for further exploration which included coring through the asphalt pavement, hand augering through and noting the thickness of the remainder of the pavement section (i.e. aggregate base (AB), and then observing and sampling the upper three feet of the sub-grade soils. The approximate spacing of the sample location was 0.10 mile along College Heights Boulevard. A total of twenty (20) locations were selected, and can be seen on Figure 2, Boring Location Map. Table 1 provides the locations and pavement sections measured during the investigation.

ID	Location	AC Thickness (inches)	Base Thickness (inches)	Sub-grade Soil Description
B-1	S. Bound Lane of College Heights Blvd. at a point 0.1 mile S. of Franklin Ave.	2 ½	4	Silty Sand (SM), Brown; Fine to Coarse Grained, Moist
B-2	S. Bound Lane of College Heights Blvd. at a point 0.2 mile S. of Franklin Ave	2 ¼	3 ¼	-
B-3	S. Bound Lane College Heights Blvd. at a point 0.3 mile S. of Franklin Ave	2 ½	5	Clayey Sand (SC), Brown; Fine to Coarse Grained, Moist
B-4	S. Bound Lane of College Heights Blvd. at a point 0.4 mile S. of Franklin Ave	2 ½	5	-
B-5	N. Bound Lane of College Heights Blvd. at a point 0.1 mile N. of Hartley Ave.	3	4	-
B-6	N. Bound Lane of College Heights Blvd. at a point 0.1 mile S. of Hartley Ave.	2 ½	6	Clayey Sand (SC), Brown; Fine to Coarse Grained, Moist
B-7	N. Bound Lane of College Heights Blvd. at a point 0.2 mile N. of Kendall Ave	2 ¾	4 ½	Clayey Sand (SC), Brown; Fine to Coarse Grained, Moist
B-8	N. Bound Lane of College Heights Blvd. at a point 0.1 mile N. of Kendall Ave	2 ¾	5	-
B-9	N. Bound Lane t of College Heights Blvd. at a point 0.1 mile South of Kendall Ave	3	6	Clayey Sand (SC), Brown; Fine to Coarse Grained, Moist

BSK

Pavement Distress Investigation and Pavement Rehabilitation
College Heights Phase III
Ridgecrest, California

BSK Job G10-162-11B
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Page 3 of 6

Table 1: Existing Pavement Sections				
ID	Location	AC Thickness (inches)	Base Thickness (inches)	Sub-grade Soil Description
B-10	N. Bound Lane of College Heights Blvd. at a point 0.2 mile S. of Kendall Ave	3 ¼	6	-
B-11	N. Bound Lane of College Heights Blvd. at a point 0.3 mile S. of Kendall Ave	3	6	Clayey Sand (SC), Brown; Fine to Coarse Grained, Moist
B-12	N. Bound Lane of College Heights Blvd. at a point 0.4 mile S. of Kendall Ave	2 ¾	5	-
B-13	N. Bound Lane of College Heights Blvd. at a point 0.5 mile S. of Kendall Ave	2 ¾	5	Silty Sand (SM), Brown; Fine to Coarse Grained, Moist
B-14	N. Bound Lane of College Heights Blvd. at a point 0.1 mile S. of Jarvis Ave	2 ¼	5	-
B-15	N. Bound Lane of College Heights Blvd. at a point 0.2 mile S. of Jarvis Ave	2	5	Silty Sand (SM), Brown; Fine to Coarse Grained, Moist
B-16	N. Bound Lane of College Heights Blvd. at a point 0.3 mile S. of Jarvis Ave	2	5	-
B-17	N. Bound Lane of College Heights Blvd. at a point 0.4 mile S. of Jarvis Ave	2	5	Silty Sand (SM), Brown; Fine to Coarse Grained, Moist
B-18	N. Bound Lane of College Heights Blvd. at a point 0.5 mile S. of Jarvis Ave	2	4 ½	-
B-19	N. Bound Lane of College Heights Blvd. at a point 0.6 mile S. of Jarvis Ave	2	6	Silty Sand (SM), Brown; Fine to Coarse Grained, Moist
B-20	N. Bound Lane of College Heights Blvd. at a point 0.7 mile S. of Jarvis Ave	1 ½	5 ½	

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Pavement Distress Investigation and Pavement Rehabilitation
College Heights Phase III
Ridgecrest, California

BSK Job G10-162-11B
January 25, 2010
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3.0 LABORATORY TESTING

Ten (10) soil samples were combined into five (5) soil samples to determine the soil plasticity index (ASTM Test Method D4318), #200 wash (ASTM Test Method C117), "R" Value, (California Test Method 301), in place moisture content (ASTM 2216), and soil classification in accordance with the Unified Soil Classification System. The on-site soils R-values ranged from 24 to 61. The test results are provided in Table 2, Lab Test Results.

Segment	Location	R-Value	# 200 Wash Percentage Passing (%)	Plasticity Index
College Heights Boulevard	B-1 & B-3 @ 0-3'	24	21	5
	B-6 & B-7 @ 0-3'	51	16	5
	B-9 & B-11 @ 0-3'	24	20	5
	B-13 & B-15 @ 0-3'	44	17	Non-Plastic
	B-17 & B-19 @ 0-3'	61	18	Non-Plastic
	Average	40	18	

4.0 RECOMMENDATIONS

Based on our above findings the following four repair alternatives exist. Please note that any reference to the maximum density and optimum moisture content refer to that determined by ASTM D-1557 test method.

Alternative 1 – Total Reconstruction

The existing pavement section should be removed and replaced. Table 3 provides the recommended pavement sections for the different segments based on the average R-Values reported in Table 2.

Segment	Traffic Index		
	7	8	9
(R Value = 40)	4" AC 7" AB	5" AC 8" AB	5" AC 10" AB

BSK

Pavement Distress Investigation and Pavement Rehabilitation
College Heights Phase III
Ridgecrest, California

BSK Job G10-162-11B
January 25, 2010
Page 5 of 6

After removal of the existing pavement section, the upper 12-inches of the sub-grade should be scarified, wetted to within 2 percent of optimum moisture content, and compacted to a minimum of 95 percent of the maximum dry density. The aggregate base should consist of a Cal-Trans Class II Aggregate Base and should be compacted to a minimum of 95 percent of the maximum dry density, within two percent of the optimum moisture content. The asphalt concrete should be compacted to a minimum of 95 percent of the maximum laboratory density, as determined by California Test Method 366.

Alternative 2 – Full Depth Reclamation

The existing AC and pavement section shall be pulverized in-place to a depth of 4 to 6-inches. An engineered emulsion shall be thoroughly processed into the pulverized material to add stability to the section. The emulsion mix shall be compacted to a minimum of 95 percent of the maximum density. The surface shall then be capped with a 2 to 3-inch asphalt overlay. A qualified asphalt recycling firm shall perform a mix design on the pulverized material and determine the quantity of emulsion to be used.

Alternative 3 – Cold In-Place Recycling

This process can repair the existing *Asphalt Pavement*. The existing asphalt shall be milled down to a depth of 2 to 2.5-inches (where the existing section is thick enough). The milled asphalt shall be collected and processed with an engineered emulsion and then replaced and re-compacted. The surface shall then be overlaid with 2.5-inches of new asphalt. A qualified asphalt recycling firm shall perform a mix design on the milled asphalt and determine the quantity of emulsion to be used.

From a cost-benefit stand point, the preferred method of repair for College Height Boulevard is Alternative 3 – Cold In -Place Recycling. In either case, the life of the repaired pavement can be lengthened through the implementation of a maintenance program consisting of crack sealing, pothole patching, and fog sealing.

Crack sealing involves cleaning out the cracks in the pavement surface, typically with compressed air, and then injecting a hot, rubberized-asphalt to seal the cracks. Sealing cracks and preventing water migration into the aggregate base and sub-grade soils is essential to extend the life of a pavement.

When distresses are left unattended, they can lead to the development of potholes in the pavement surface. Pothole patching is conducted by placing and compacting hot-mix or cold mix asphalt depending on the time of year and ambient conditions (i.e. hot-mix in summer months, cold-mix in winter months) to seal the potholes that have developed within the pavement. If potholes develop within the pavement, more severe remediation may be necessary if the aggregate base and sub-grade soils become disturbed or unstable due to moisture intrusion.

Fog sealing is a process for treating pavements that have undergone raveling or oxidation. It involves light applications of a diluted, slow setting, asphalt emulsion over the surface of the pavement. The emulsion can seal minor cracks and surface voids and will provide a coating to the surface aggregates. The seal must be allowed to cure before traffic can be permitted back on to the pavement. The performance life of this treatment is typically 1 to 3 years dependant upon weather, climate, and traffic conditions.

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Pavement Distress Investigation and Pavement Rehabilitation
College Heights Phase III
Ridgecrest, California

BSK Job G10-162-11B
January 25, 2010
Page 6 of 6

BSK appreciates the opportunity to be of service to you on this project. If you have any questions, or require additional information please call.

Respectfully submitted,

BSK Associates



On Man Lau, PE, GE,
Bakersfield Branch Manager



Attachments: Figure 1, Vicinity Map
 Figure 2, Boring and Coring Location Map
 Figure 3, Minus #200 Wash Report
 Figure 4 and 5, Plasticity Index (PI) of Soils
 Figure 6 through 10, Resistance "R" Value Test

BSK



700 22nd Street
Bakersfield CA 93301
P 661.327.0671
F 661.324.4218
www.bskassociates.com

Via Email: jbowman@heltengineering.com
March 11, 2011

BSK JOB G10 162 11B

Helt Engineering
2930 Union Avenue
Bakersfield, Ca 93305

Attn: Mr. Jeremy Bowman

**SUBJECT: Addendum to Pavement Investigation
Pavement Rehabilitation
College Heights Phase III
Ridgecrest, California**

Dear Mr. Bowman:

Presented herein is an addendum to our Pavement Investigation Report, Pavement Rehabilitation, College Heights Phase III in Ridgecrest, California, dated January 25, 2011. This addendum specifically addresses the alternative to the pavement reconstruction.

This alternative will require grinding 2-1/2 inches of the existing asphalt concrete. If there are any thin layer of asphalt concrete remain after the grinding, the asphalt concrete should be broken up and thoroughly mix with the existing aggregate base. After the grinding, the existing aggregate base should be compacted to 95 percent of ASTM D1557.

We appreciate the opportunity to be of service on this project. If you have questions, or require additional information please call.

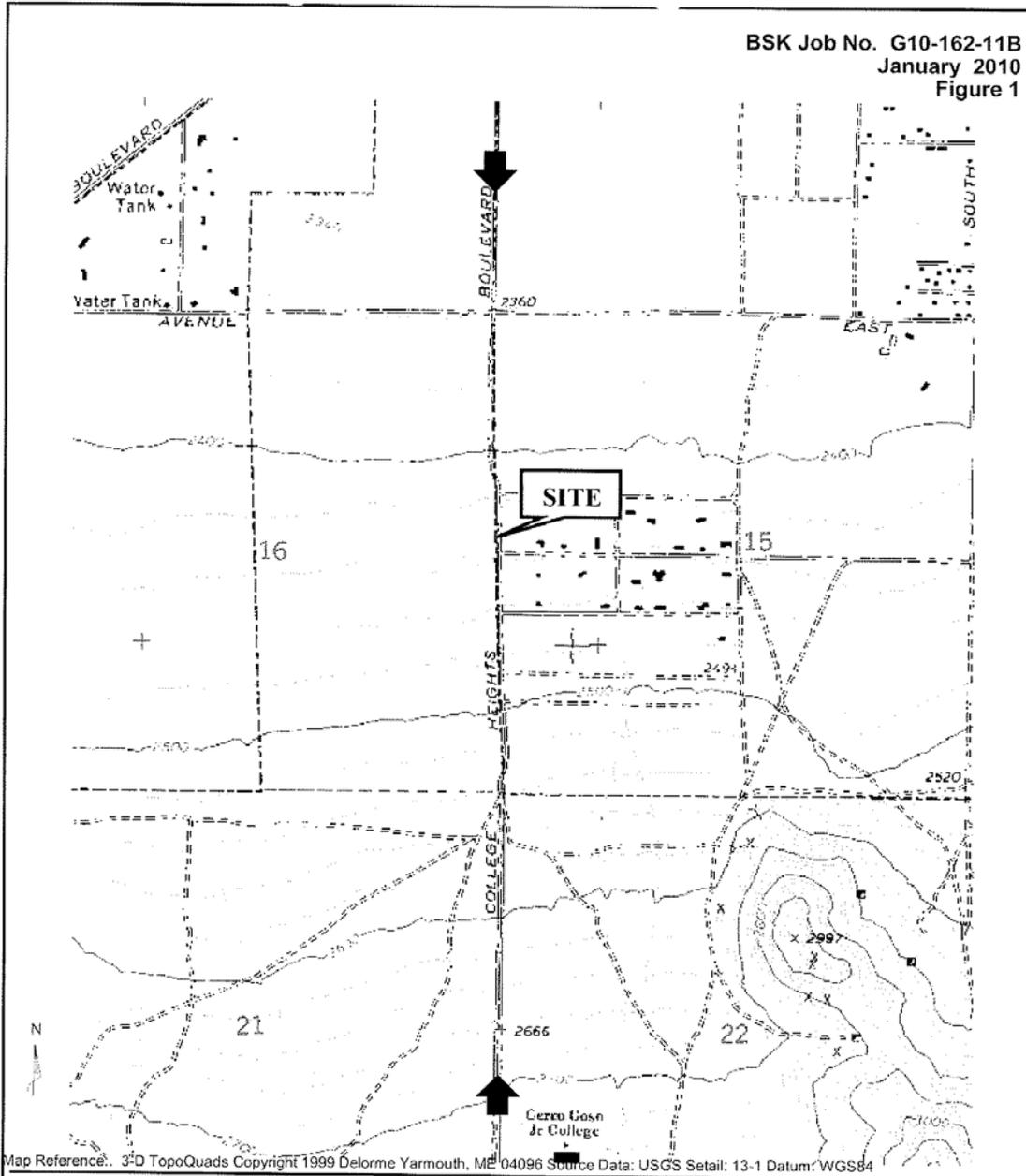
Respectfully submitted,

BSK Associates

A handwritten signature in black ink, appearing to read "On Man Lau".

On Man Lau, PE, GE,
Geotechnical Engineer

BSK Job No. G10-162-11B
January 2010
Figure 1



VICINITY MAP

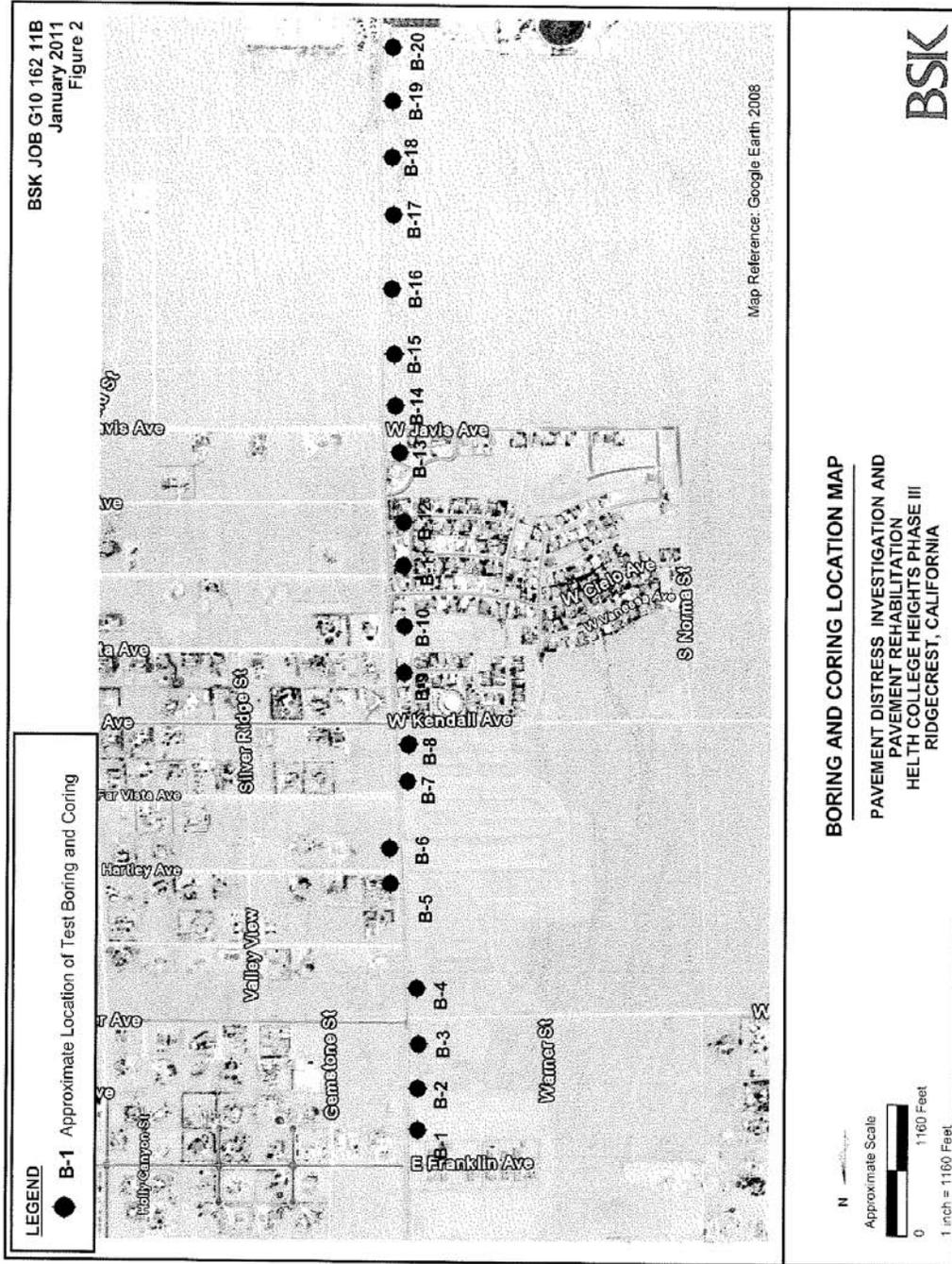
Approximate Scale



1 inch = 1480 Feet

PAVEMENT DISTRESS INVESTIGATION AND PAVEMENT
REHABILITATION
HELT COLLEGE PHASE III
RIDGECREST, CALIFORNIA





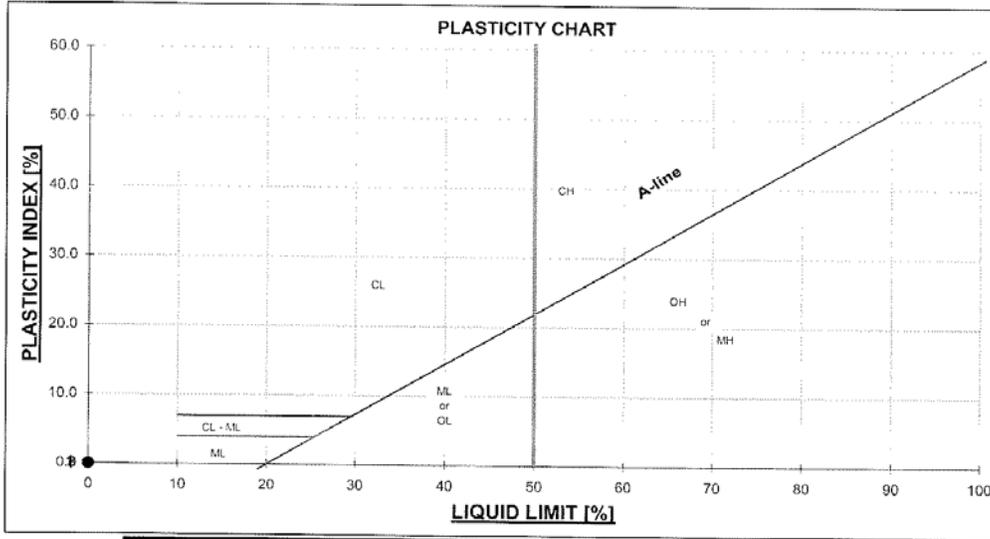


LIQUID LIMIT (LL), PLASTIC LIMIT (PL), AND PLASTICITY INDEX (PI) OF SOILS

700 22nd St.
Bakersfield, CA 93301
Ph: (661) 327-0671
Fax: (661) 324-4218

ASTM D-4318

Project Name: Helt College Heights Phase III **Report Date:** _____
Project Number: G10 162 11B **Sample Date:** _____
Sampled By: B. Pimentel **Tested By:** R. Donasco **Test Date:** _____



Sample #	1		2	
Sample ID	B-13 & B-15 @ 0-3'		B-17 & B-19 @ 0-3'	
Location	Native		Native	
Description				
Liquid Limit Data				
Wet+Tare (g)				
Dry+Tare (g)				
Tare (g)				
No. of Blows				
LL				
Corrected LL				
Plastic Limit Data				
Wet+Tare (g)				
Dry+Tare (g)				
Tare (g)				
M.C.				
	Results	Specification	Results	Specification
AVG L.L.				
AVG P.L.				
P.I.				
USCS Symbol	Non-Plastic		Non-Plastic	

Remarks: _____

Reviewed By: _____

Figure 5



BTC LABS- Vertical V
 1868 Palma Drive, Suite A, Ventura, CA
 A Vertical V, Inc. Company - Offices Nationwide

RESISTANCE "R" VALUE TEST
 (ASTM D2844/CTM301)

January 12, 2011

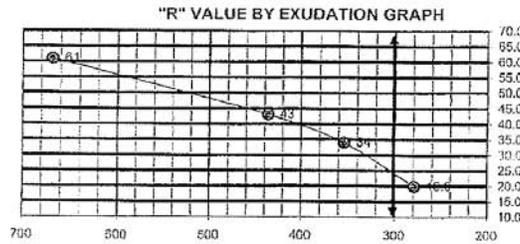
V5 JOB No: 10-000982
 LAB No: 82349

BSK Associates
 700 22nd Street
 Bakersfield, CA 93301

Project: BSK Associates Misc Testing - College Heights Blvd. (GH0 162 11B)

Material: Brown to reddish brown silty SAND (SM) with trace gravels
 Location: B-1 & B-3
 Sampled By: C. Richardson and N. Rossiler of BSK Associates
 Date Received: 1/7/11 Date Sampled: 1-4-11 and 1-5-11

Depth: 0-3'



TEST SPECIMEN	A	B	C	D
COMP. FOOT PRESSURE, psi	200	250	300	350
INITIAL MOISTURE %	7.8	7.8	7.8	7.8
MOISTURE @ COMPACTION %	11.4	10.5	10.0	9.1
DRY DENSITY, pcf	130.0	133.6	133.1	134.9
EXUDATION PRESSURE, psi	279	354	436	669
STABILOMETER VALUE 'R'	19.9	34.0	43.0	61.0
R-Value @ Equilibrium = 24				

Reviewed By: ECF

Offices Nationwide

Figure 6



BTC LABS- Vertical V
 1868 Palma Drive, Suite A, Ventura, CA
 A Vertical V, Inc. Company - Offices Nationwide

RESISTANCE "R" VALUE TEST
 (ASTM D2844/CTM301)

January 12, 2011

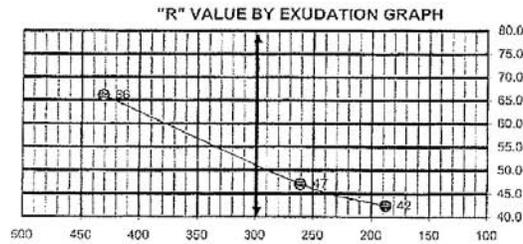
V5 JOB No: 10-000982
 LAB No: 82350

BSK Associates
 700 22nd Street
 Bakersfield, CA 93301

Project: BSK Associates Misc Testing - College Heights Blvd. (G10 162 11B)

Material: Brown to reddish brown silty SAND (SM) with trace gravels
 Location: B-6 & B-7
 Sampled By: C. Richardson and N. Rossiter of BSK Associates
 Date Received: 1/7/11 Date Sampled: 1-4-11 and 1-5-11

Depth: 0-3'



TEST SPECIMEN	A	B	C	D
COMP FOOT PRESSURE, psi	50	80	150	
INITIAL MOISTURE %	7.4	8.8	8.8	
MOISTURE @ COMPACTION %	11.0	10.1	9.2	
DRY DENSITY, pcf	132.3	132.7	135.7	
EXUDATION PRESSURE, psi	188	261	431	
STABILOMETER VALUE 'R'	42	47	66	
R-Value @ Equilibrium = 51				

Reviewed By: ECG

Offices Nationwide

Figure 7



BTC LABS- Vertical V
 1868 Palma Drive, Suite A, Ventura, CA
 A Vertical V, Inc. Company - Offices Nationwide

RESISTANCE "R" VALUE TEST
 (ASTM D2844/CTM301)

January 12, 2011

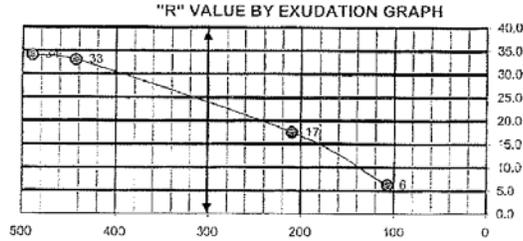
V5 JOB No: 10-000982
 LAB No: 82351

BSK Associates
 700 22nd Street
 Bakersfield, CA 93301

Project: BSK Associates Misc Testing - College Heights Blvd. (G10 162 11B)

Material: Brown to reddish brown silty SAND (SM) with trace gravels
 Location: B-9 & B-11
 Sampled By: C. Richardson and N. Rossler of BSK Associates
 Date Received: 1/7/11 Date Sampled: 1-4-11 and 1-5-11

Depth: 0-3'



TEST SPECIMEN	A	B	C	D
COMP. FOOT PRESSURE, psi	50	80	150	250
INITIAL MOISTURE %	8.8	8.8	8.8	8.8
MOISTURE @ COMPACTION %	14.2	11.9	10.3	9.5
DRY DENSITY, pcf	126.2	133.0	135.1	136.7
EXUDATION PRESSURE, psi	107	209	443	489
STABILOMETER VALUE 'R'	6	17	33	34
			R-Value @ Equilibrium = 24	

Reviewed By: ECF

Offices Nationwide

Figure 8



BTC LABS- Vertical V
 1868 Palma Drive, Suite A, Ventura, CA
 A Vertical V, Inc. Company - Offices Nationwide

RESISTANCE "R" VALUE TEST
 (ASTM D2844/CTM301)

January 12, 2011

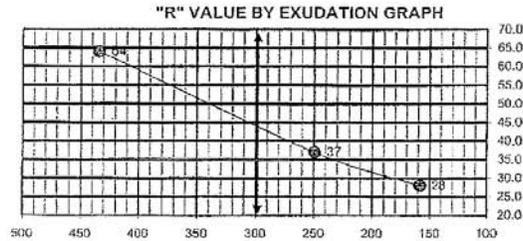
V5 JOB No: 10-000982
 LAB No: 82352

BSK Associates
 700 22nd Street
 Bakersfield, CA 93301

Project: BSK Associates Misc Testing - College Heights Blvd. (G10 162 11B)

Material: Brown to reddish brown silty SAND (SM) with trace gravels
 Location: B-13 & B-15
 Sampled By: C. Richardson and N. Rossler of BSK Associates
 Date Received: 1/7/11 Date Sampled: 1-4-11 and 1-5-11

Depth: 0-3'



TEST SPECIMEN	A	B	C	D
COMP. FOOT PRESSURE, psi	150	250	350	
INITIAL MOISTURE %	8.0	8.0	8.0	
MOISTURE @ COMPACTION %	11.6	9.8	8.9	
DRY DENSITY, pcf	130.3	135.7	134.8	
EXUDATION PRESSURE, psi	159	249	434	
STABILOMETER VALUE 'R'	28	37	64	
			R-Value @ Equilibrium = 44	

Reviewed By: EF

Offices Nationwide

Figure 9



BTC LABS- Vertical V
 1868 Palma Drive, Suite A, Ventura, CA
 A Vertical V, Inc. Company - Offices Nationwide

RESISTANCE "R" VALUE TEST
 (ASTM D2844/CTM301)

January 12, 2011

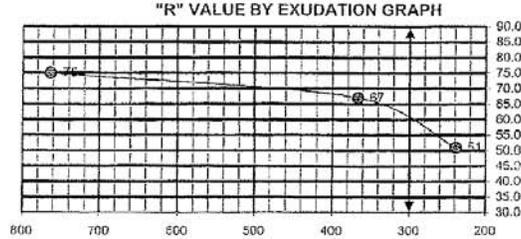
V5 JOB No: 10-000982
 LAB No: 82353

BSK Associates
 700 22nd Street
 Bakersfield, CA 93301

Project: BSK Associates Misc Testing - College Heights Blvd. (G10 162 11B)

Material: Brown to reddish brown silty SAND (SM) with trace gravels
 Location: B-17 & B-19
 Sampled By: C. Richardson and N. Rossiler of BSK Associates
 Date Received: 1/7/11 Date Sampled: 1-4-11 and 1-5-11

Depth: 0-3'



TEST SPECIMEN	A	B	C	D
COMP. FOOT PRESSURE, psi	150	250	350	
INITIAL MOISTURE %	6.2	6.2	6.2	
MOISTURE @ COMPACTION %	9.8	8.9	8.0	
DRY DENSITY, pcf	134.7	135.2	138.6	
EXUDATION PRESSURE, psi	239	367	764	
STABILOMETER VALUE 'R'	51	67	75	
			R-Value @ Equilibrium = 61	

Reviewed By: ECF

Offices Nationwide

Figure 10

APPENDIX C
QUALITY ASSURANCE PROGRAM MANUAL

CITY OF RIDGECREST
QUALITY ASSURANCE PROGRAM

JUNE 2011



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QUALITY ASSURANCE PROGRAM	PAGE
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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.
- **Caltrans Materials Engineering and Testing Services (MET)** – Performs IA services for local agencies with Federal-aid projects off the NHS. (WHEN AVAILABLE)
- **Witness Test:** IA person meets with the local agency acceptance sampler and tester, and observes the person performing the test (or tests) that the person is qualified to perform.
- **Proficiency Test:** At least once during each calendar year, the IA person should conduct a confirmation test of each Acceptance Test, with a representative sample of soil or aggregate, to verify that the AT tester is proficient in performing the applicable test.

MATERIALS LABORATORY

The Contractor shall will use 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. **On all Federal-aid projects, the testers shall use the California Test Methods.**

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).

Frequency of Testing

The City of Ridgecrest hereby adopts the Table of Size, Frequency and Location of Sampling and Testing Tables (Attachment 1), and the list of Materials Typically Accepted by Certification of Compliance (Attachment 3), with exceptions as outlined herein.

The Table of Sampling and Testing is hereby modified as described below:

Under Asphalt Concrete:

Asphalt oil binder tested for compliance to Asphalt concrete mix design prior to paving operations.

Asphalt aggregates tested for compliance to asphalt concrete mix design prior to paving operations.

Asphalt aggregates sand equivalency and cleanliness tested prior to paving operations.

Gradation (sieve analysis) will be tested on the first and second day of production as needed to obtain uniformity and production and conformance with specification and at Acceptance Testing Engineer's discretion thereafter.

Aggregate Sand Equivalent and Cleanliness will be tested at Acceptance Testing Engineer's discretion during operations.

Asphalt Content will be tested on samples taken from trucks at the plant, once on the first day of production, and at Acceptance Testing Engineer's discretion thereafter.

Moisture will be tested at Acceptance Testing Engineer's discretion.

Gradations of aggregate will be tested every 500 tons of production on the first day of production and ½ of the second day of production, and at the Acceptance Testing Engineer's discretion thereafter.

Under Portland Cement Concrete – Pavement

- Minor Structures (curb, gutter, sidewalk, cross gutter, drainage systems)
 - Aggregate Cleanliness value, Sand Equivalent, and Sieve Analysis will be tested at Acceptance Testing Engineer's discretion after cylinder break tests prove passing.
 - Slump and air content will be tested at Acceptance Testing Engineers discretion.

ACCEPTANCE TESTING SERVICES

AT will generally be required to perform the following on all projects:

The Consultant shall perform public works geotechnical inspection and materials testing services for this project to include, but not be limited to, the following:

- Expertise in geotechnical matters related to storm drain and roadway construction and grading, and knowledge of the local area soils and geology, City's past practices and generally accepted industry standards for work associated with the type of project.
- Safe and proper use of nuclear gauge for compaction testing.
- Proper procedures and protocols for field sampling and testing for graded earth materials, backfill materials, sub-grade, base, AC and PCC
- Ability to provide field test results immediately to City's Project Inspector and Resident Engineer, and laboratory test results within 48-hours, unless test procedures and protocols require longer.

- Review of contractor material submittals, sample/test frequency protocols, and criteria for acceptable results and provision of materials and compaction reports.

Office Activities:

1. Review and thoroughly understand all contract documents, including construction drawings, specifications, and referenced testing methods and protocols.
2. Review and thoroughly understand geotechnical and soils reports, materials testing lab reports, contractor submitted mix reports, and other like documentations.
3. Review and thoroughly understand project schedules and related sampling, testing, and submittal requirements, (field sampling and testing, compliance certificates, materials, samples, etc.) from the contractor for conformance to the plans and specifications.
4. Participate in a pre-construction meetings, field meetings, construction progress meetings, final walk through meetings, as-built plan completion meetings, equal opportunity meetings, and other administrative meetings as necessary.
5. Monitor and report on the Contractor's extra work as it relates to geotechnical sampling, testing and reporting, field and laboratory materials testing.
6. Assist in the negotiation of change orders as they relate to geotechnical sampling, testing, and reporting as requested by the City.
7. Review all unknown, unforeseen, and changed conditions that occur, and all disputed work claims from the Contractor as it relates to geotechnical responsibilities and field-testing and recommend a course of action to the Engineer.
8. Prepare and maintain all geotechnical files, daily inspection records, including site photographs, project status reports, and all geotechnical inspections and testing records as they relate to earthwork materials testing and compaction testing.
9. Prepare and maintain records of geotechnical work requested and completed, geotechnical related computer files, daily geotechnical field work (when on-site), geotechnical inspections, samples and test records, field and laboratory test results, and all geotechnical related records and files.
10. Provide labor compliance reports and certified payroll of the consultant's fieldwork.

Field Activities:

1. Coordinate with the Contractor, City personnel, and other consultants on the job site as needed
2. Coordinate ongoing geotechnical field and laboratory testing as required, including reviewing and monitoring the Contractor's requests for re-testing.
3. Conduct on-demand field geotechnical inspections for quality of materials and installation and workmanship, including quality, placement, and compaction of earthen materials, for conformance to plans and specifications pursuant to all applicable City codes, ordinances, and directives.
4. Keep daily (when on-site) geotechnical field notes and take photographs of the field sampling and geotechnical inspection work, including photographic evidence of non-complying materials or work. A daily report identifying work done by the geotechnical technician, including photographs, shall be submitted to the Project Inspector by the next business day for review and filing.

5. During the course of fieldwork, if the consultant geotechnical personnel observe an unsafe situation, he/she shall immediately advise the Contractors' nearest available personnel and notify the City's Inspector and the Engineer.

General:

1. Participate with the City in meetings with contactors, public utility agencies, and other government agency representatives as requested.

INDEPENDENT ASSURANCE PROGRAM (IAP)

IAP shall be provided by personnel from Caltrans when available or the City's 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 Asphalt Oil content, Asphalt mix gradations, and Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests. **On all Federal-aid projects, the testers shall use the California Test Methods.**

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.

APPROVED BY: Loren E. Culp
(Signature)

NAME: Loren Culp 34524 Date: 6/27/2011

TITLE: City Engineer, City of Ridgecrest



Appendix D - Acceptance Sampling and Testing Frequencies

Note: It may be desirable to sample and store some materials. If warranted, testing can be performed at a later date.

Attachment 1

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Description or Comments
Materials to be Sampled or Tested	8-lb. sample	If possible, take a least one sample per job, even if the material is accepted based on a Certificate of Compliance.	Standard for sampling hydraulic cement or fly ash.
Cement/fly ash (Sampling only)	8-lb. sample	If the product is accepted based on a Certificate of Compliance, testing is not required. If the product is not accepted using a Certificate of Compliance, test at least once per job.	ASTM D75, C494 CT 125 AASHTO T127, M185, M295
Cement (Testing Only)	8-lb. sample	If the product is accepted based on a Certificate of Compliance, testing is not required. If the product is not accepted using a Certificate of Compliance, test at least once per job.	If testing appears warranted, fabricate six 2-in. mortar cubes using the Portland (or hydraulic cement). Test for compressive strength.
			ASTM C109 CT 515 AASHTO T106

Portland Cement (Hydraulic Cement)

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Description or Comments
Aggregate for Hydraulic Cement Concrete (Sampling & Testing)	50-lb. sample	Take one aggregate sample for each 1000 cu. yd. of PCC/HCC concrete. Test at least one sample per job.	Sample aggregate from belt or hopper (random basis).
Water (Sampling & Testing)	Take a two-quart sample using a clean plastic jug (with lining) and sealed lid. Sample at the point of use.	If the water is clean with no record of chlorides or sulfates greater than 1%, no testing is required. If the water is dirty do not use it. Test only when the chloride or sulfates are suspected to be greater than 1%.	If testing appears warranted, test for chlorides and sulfates.
			CT 405, CT 422, CT 417 AASHTO R23
			ASTM D75 CT 125 AASHTO M6, T2, M180

Portland Cement Concrete (Hydraulic Cement Concrete)

Appendix D (continued)

Portland Cement Concrete (Hydraulic Cement Concrete) – Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description of Comments
Air Entraining Admixtures (Sampling & Testing)	Take a one-quart sample using a clean, lined can or plastic bottle, if liquid. If powder, take a 2.5 lb. sample.	If the product is accepted based on a Certificate of Compliance, testing is not required. Take one sample per job. Prior to sampling, check with Caltrans (METS) for acceptable brands and dosage rates.	ASTM C233 AASHTO M154, T157, C260	If testing appears warranted, test for sulfates and chlorides. Admixtures with sulfates and chlorides greater than 1% should not be used.
Water Reducers or Set Retarders (Sampling & Testing)	If liquid, take a 1-qt. sample using a clean plastic can. If powder, take a 2.5 lb. sample.	If the product is accepted based on a Certificate of Compliance, no testing is required. If not, test once per job. Prior to using this product, please check with Caltrans (METS) for acceptable brands and dosage rates.	ASTM C494 AASHTO M194	If testing appears warranted, test for sulfates and chlorides. Admixtures with sulfates and chlorides greater than 1% should not be used.
Freshly-Mixed Concrete (Sampling)	Approx. 150lb. (or 1 cu. ft.) near mixer discharge.	When tests are required, take at least one sample for each 500 to 1000 cu. yd. of PCC/HCC.	ASTM C172, C685 CT 539 AASHTO T141, M157	This describes a method to sample freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge.	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C143 AASHTO T119	This test determines the slump of the freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C360 CT 533	This test determines the ball penetration of the freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C231 CT 504 AASHTO T152	This test determines the air content of freshly-mixed concrete (pressure method).
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C138 CT 518 AASHTO T121	This test determines the unit weight of freshly mixed concrete.

23



Appendix D (continued)

Portland Cement Concrete (Hydraulic Cement Concrete) – Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	Fabricate at least two concrete cylinders per project. Test for compressive strength at least once for each 500 to 1,000 cu. yd. of structural concrete.	ASTM C39 CT 521 AASHTO T22	This test is used to fabricate 6" x 12" concrete cylinders. Compressive strengths are determined, when needed.
Freshly-Mixed Concrete (Testing)	Approximately 210 lb. of concrete are needed to fabricate three concrete beams.	One sample set for every 500 to 1,000 cu. yd. of concrete.	ASTM C78 CT 31 AASHTO T97 & T23	This test is used to determine the flexural strength of simple concrete beams in third-point loading

Soils and Aggregates

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate (Sampling)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D75 CT 125 AASHTO T2	This test describes the procedures to sample aggregate from the belt or hopper (random basis).
Fine Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C128 CT 208 AASHTO T84	This test determines the apparent specific gravity of fine aggregates for bituminous mixes, cement treated bases and aggregate bases.
Fine Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C128 CT 207 AASHTO T84	This test determines the bulk specific gravity (SSD) and the absorption of material passing the No. 4 sieve.
Coarse Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	CT 206	This test determines the cleanness of coarse aggregate.

Appendix D (continued)

Soils and Aggregates - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Coarse Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C127 CT 227 AASHTO T85	This test determines the specific gravity and absorption of coarse aggregate (material retained on the No. 4 sieve).
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C136 CT 202 AASHTO T27	This test determines the gradation of soils and aggregates by sieve analysis.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2419 CT 217 AASHTO T176	This test determines the Sand Equivalent of soils and aggregates.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C117 AASHTO T11	This test determines the gradation for materials finer than the No. 200 sieve (by washing method).
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D3744 CT 229 AASHTO T210	This test determines the Durability Index of soils and aggregates.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2844 CT 301 AASHTO T190	This test determines the Resistance Value (R-) and expansion pressure of compacted materials.
Soils and Aggregates (Testing)	One random location for every 2,500 sq. ft.	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2922 CT 231 AASHTO T238	This test determines field densities using the nuclear gage.
Soils and Aggregates (Testing)	One random location for every 2,500 sq. ft.	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D3017 CT 231 AASHTO T239	This test determines the water content using the nuclear gage.

Appendix D (continued)

Asphalt Binder

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder (Sampling)	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt concrete plant.	CT 125 ASTM D 979 AASHTO T 168, T48	This procedure describes the proper method to sample the asphalt binder.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt concrete plant.	ASTM D92, D117 AASHTO T 48	This test determines the flash point of the asphalt binder (by Cleveland open cup).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2872 & D92 CT 346 AASHTO T240 & T48	This test determines the rolling thin-film oven test (RTFO).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2042 AASHTO T44	This test determines the solubility of asphalt material in trichloroethylene.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2171 AASHTO T202	This test determines the dynamic viscosity, (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer Poises).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D5 AASHTO T49	This test determines the penetration of bituminous material @ 77 degrees F and percentage of original penetration from the residue.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D113 AASHTO T51	This test determines the ductility of asphalt @ 77 degrees F.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2170 AASHTO T201	This test determines the kinematic viscosity of asphalt @ 275 degrees F (Centistoke).

Appendix D (continued)

Asphalt Binder - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2171 AASHTO T202	This test determines the dynamic viscosity. (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer Poises).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D36 AASHTO T53	This test determines the softening point of asphalt.

Asphalt Emulsified

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt (Sampling)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D140, D979 CT 125 AASHTO T 40, T168	This test describes the procedure to sample the emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 AASHTO T59	This test determines the sieve retention of emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 AASHTO T59	This test determines the weight per gallon of emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 AASHTO T59	This test determines the penetration of the emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 CT 330 AASHTO T59	This test determines the residue @ 325 degrees F evaporation of emulsified asphalt.

Appendix D (continued)

Asphalt Emulsified - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D4402 AASHTO T201	This test determines the Brookfield viscosity.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D88 AASHTO T72	This test determines the Saybolt-Furol viscosity of emulsified asphalt @ 77 degrees F (seconds).

Hot Mix Asphalt (Asphalt Concrete) – Concrete

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete (Sampling)	Obtain one 30-lb. sample each day of production	Obtain one sample at the asphalt concrete plant for each 5,000 tons of asphalt concrete placed.	ASTM D75, D140, D979 CT 125 AASHTO T 40, T168	This test describes the procedure to sample the asphalt concrete.
Asphalt Concrete (Testing)	4" x 8" cores	Take one 4" x 8" core for every 500 ft of paved roadway.	ASTM D1188, D1560, D1561, D5361 CT 304 AASHTO T246, T247	This test determines the field density of street samples.
Asphalt Concrete (Testing)	Obtain one 30-lb. sample for each day of production	Obtain one sample for every five cores taken.	ASTM D1188, D1560, D1561, D5361 CT 304 AASHTO T246, T247	This test determines the laboratory density and relative compaction of asphalt concrete.
Asphalt Concrete (Testing)	4" x 8" cores	Obtain one sample for every five cores taken.	ASTM D2726, D1188, D5361	This test determines the specific gravity of compacted bituminous mixture dense- graded or non-absorptive.



Appendix D (continued)

Hot Mix Asphalt (Asphalt Concrete) –Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete (Testing)	One 30-lb sample	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM D1559 AASHTO T245	This test determines the resistance to plastic flow of prepared mixes as determined by the Marshall Method.
Asphalt Concrete (Testing)	One 30-lb sample	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM C117, D2172 (use Method B) AASHTO T164	This test determines the screen analysis of aggregates recovered from asphalt materials.
Geotextile Fabric (Placed Under the Asphalt Concrete) (Testing)	One 12 ft. x 3 ft. sample	Obtain one sample per job.	ASTM D4632 AASHTO M288	This test determines the weight per sq. yd. and grabs strength of geotextile fabrics.
Asphalt Concrete (Testing)	Sample any test location (random basis)	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM D2950 CT 375	This test determines the nuclear field density of in-place asphalt concrete.
Asphalt Concrete (Testing)	One 10-lb sample	Obtain one sample during every day of production.	ASTM D1560, D1561 CT 366 AASHTO T246, T247	This test determines the stability value of asphalt concrete.
Slurry Seals (Sample)	One 0.5 gal. sample in a clean, dry plastic container.	Obtain one sample per truck	ASTM D979 CT 125 AASHTO T 40, T168	This test describes the procedure for sampling the slurry seal.
Aggregate for Slurry Seals (Testing)	One 30-lb. sample.	Obtain at least one sample per project from the belt or hopper or stockpile and test for Sand Equivalent	ASTM D2419 CT 217 AASHTO T176	This test determines the Sand Equivalent of aggregates.



Appendix D (continued)

Slurry Seals

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate for Slurry Seals (Testing)	One 30-lb. sample.	Obtain at least one sample per project from the belt, hopper, or stockpile and test for sieve analysis of fine sand.	ASTM C117 AASHTO T11	This test determines the sieve analysis of fine sand (gradation of materials finer than No. 200 sieve by wash grading).
Slurry Seals (Testing)	One 0.5 gal. sample in a clean, dry plastic container.	Test one sample per project and test for Abrasion.	ASTM D3910	This test determines the Wet Track Abrasion Test (2) (WTAT).

Steel

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Steel Strand (Testing)	Sample strand at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel strands per job when a Certificate of Compliance is not used.	ASTM A370, A416, E328 AASHTO T244	This test determines the tensile strength of uncoated seven-wire stress-relieved strand for pre-stressed concrete.
Steel Rebar (Testing)	Sample rebar at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel rebar per job when a Certificate of Compliance is not used.	ASTM A615, A370 AASHTO T244	This test determines the steel reinforcement bar tensile strength and bend capability.

Attachment 2

**SAMPLE COVER MEMO
SOURCE INSPECTION REQUEST
FROM LOCAL AGENCY to
CALTRANS' DISTRICT LOCAL ASSISTANCE ENGINEER
(Prepared By Applicant On Applicant Letterhead)**

To: (name)
Caltrans' District Local Assistance Engineer
Caltrans' Local Assistance Office
(district office address)

Date: _____

Federal-aid Project Number: (if one has been assigned) _____

Project Description: _____

Project Location: _____

Subject: *(Source Inspection for Project Name, County)*

We are requesting that Caltrans provide Source Inspection (reimbursed) services for the above mentioned project. We understand we are responsible for paying for this service provided for by the State. Listed below are the materials for which we are requesting Caltrans' Source Inspection (reimbursed) services.

Materials that will require source inspection:

Justification for request: (Based on the requirements in Section 16.14 under "Source Inspection") _____

Any question you might have about the above materials should be directed to: _____, at _____ (phone #) _____.

Approved:

(Applicant Representative Name)

District Local Assistance Engineer

(Title)

(Date)

(Local agency, name & address)



ATTACHMENT 3

Appendix F - Construction Materials Accepted by a Certificate of Compliance *

Soil Amendment
Fiber
Mulch
Stabilizing Emulsion
Plastic Pipe
Lime
Reinforcing Steel
Structural Timber and Lumber
Treated Timber and Lumber
Timber and Lumber
Culvert and Drainage Pipe Joints
Reinforced Concrete Pipe
Corrugated Steel Pipe and Corrugated Steel Pipe Arches
Structural Metal Plate Pipe Arches and Pipe Arches
Perforated Steel Pipe
Polyvinyl Chloride Pipe and Polyethylene Tubing
Steel Entrance Tapers, Pipe Down drains, Reducers, Coupling Bands and Slip Joints
Aluminum Pipe (Entrance Tapers, Arches, Pipe Down drains, Reducers, Coupling Bands and Slip Joints)
Metal Target Plates
Electrical Conductors
Portland Cement
Minor Concrete
Waterstop

* If Caltrans Standard Specifications May 2006 is part of contract specifications.

Note: Usually these items are inspected at the site of manufacture or fabrication and reinspected after delivery to the job site.

THESE ARE ADDITIONAL MATERIALS ACCEPTED BY CERTIFICATE OF COMPLIANCE

Paint (traffic stripe)
Painting of Electrical Equipment
Electrical Components
Engineering Fabrics
Portland Cement, Mineral Admixtures and Chemical Admixtures
Concrete Fine Aggregate (Sand Equivalent)
Concrete Coarse Aggregate (Cleanness Value)
Asphalt (Oil)
Liquid Asphalt
Asphaltic Emulsions
Epoxy
Hot Mix Asphalt (Quantities Less than 10 tons)



ATTACHMENT 4

Appendix J.1 - Example of a Vendor's Certificate of Compliance

No. 583408

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
 VENDOR'S CERTIFICATE OF COMPLIANCE
 MR-0543 (REV. 5/93) #CT-7541-6020-2

PRECAST CONCRETE PRODUCTS OR SOUNDWALL

TO: BILL SYNDER

STATE HIGHWAY ENGINEER
RESIDENT ENGINEER - CITY OF FLATLAND

We certify that the portland cement, chemical and mineral admixtures contained in the material described below are brands stated and comply with specifications for:

CONTRACT NUMBER:		
CEMENT BRAND <u>XYZ CEMENT CO.</u>	MILL LOCATION <u>MIDLAND, CALIFORNIA</u>	
TYPE <u>II MODIFIED</u>		
CHEMICAL ADMIXTURE		
1. BRAND <u>ABC ADMIXTURE</u>	MANUFACTURER <u>XYZ SUPPLIER</u>	
TYPE <u>WATER REDUCER</u>		
2. BRAND	MANUFACTURER	
TYPE		
<input type="checkbox"/> CHECK BOX IF A CHEMICAL ADMIXTURE WAS NOT USED		
MINERAL ADMIXTURE		
MANUFACTURER <u>POZZ. INC.</u>	CLASS <u>F</u>	
<input type="checkbox"/> CHECK BOX IF A MINERAL ADMIXTURE WAS NOT USED		
DELIVERY DATE (Ready Mix) <u>7/7/07</u>	DATES OF FABRICATION (Precast)	

LIST PRODUCTS TO WHICH CERTIFICATE APPLIES. (Show size and in. ft. of pipe, etc., delivery slip numbers for ready mix)

Portland Cement
Flyash
Water Reducer

MANUFACTURER OF CONCRETE PRODUCTS
A.E.B. READY MIX

By: AUTHORIZED REPRESENTATIVE SIGNATURE
Joe Anderson

FM 03 1879 Original to Res. Engr. Retain Duplicate. OSP 01 55624



Appendix J.2 - Example of a Certificate of Compliance for Portland Cement (continued)

This is to certify that the

Portland Cement .

Supplied by ABC Cement Company complies with all
requirements for Type II Portland Cement when tested in
accordance with ASTM C - 494.

Local Agency Project No.
HP21L - 5055 - 111

Albert Howakowa
Quality Assurance Engineer
ABC Cement Company

Date: 07/07/07 .



ATTACHMENT 5

**Appendix K - Examples of Materials Certificates/Exceptions
(Signed by the Resident Engineer at the Completion
of the Project)**

Federal-aid Project No.: Project HP21L – 5055 – 111

Subject: Materials Certification

This is to certify that the results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling and testing were in conformity with the approved plans and specifications.

All materials exceptions to the plans and specifications on this project are noted below.

No exceptions were found to the plans and specifications on this project.

Bill Sanders
Resident Engineer (Print Name)

Bill Sanders
Resident Engineer (Signature)

7/7/07
(Date)

Note: The signed original of this certificate is placed in the Resident Engineer's project files and one copy is mailed to the DLAE and filed under "Report of Expenditures."

See the attachment (next page)



Appendix K (continued)

Attachments: Materials Exceptions (Acceptance Testing)

Type of Test	Description of Work	Total Tests Performed On the Project	Number of Failed Tests	Action Taken
Slump Test	Concrete Sidewalk	8	1	When the measured slump exceeded the maximum limit, the entire concrete load was rejected.
Sand Equivalent	Aggregate for Structural Concrete	10	1	The tested S.E. was 70 and the contract compliance specification was 71 minimum. However, the concrete 28-day compressive strength was 4800 psi. The concrete was considered adequate and no materials deductions were taken.
Compaction	Sub grade Material	12	1	One failed test was noted. The failed area was watered and reworked. When this was completed, a retest was performed. The retest was acceptable.
Compaction	Hot Mix Asphalt	12	1	One failed area was noted. It was reworked and retested. The second test met specifications.

Bill Sanders

Resident Engineer (Print Name)

Bill Sanders

Resident Engineer (Signature)

July 4, 2007

Date



ATTACHMENT 6

Appendix H - Example of a Log Summary Sheet

Subgrade Materials

Date	CT	Station	Elevation	Test Results	Minimum Spec.	Passed or Failed	Action Taken
5/15/07	231	1+ 00 (30' L)	99.00	93	90 or greater	Passed	N/A
5/16/07	231	1+ 50 (20' R)	100.50	94	90 or greater	Passed	N/A
5/17/07	231	2+ 25 (25' R)	101.00	96	90 or greater	Passed	N/A
5/18/07	231	1+ 50 (30' L)	101.50	95	95 or greater	Passed	N/A
5/19/07	231	2+ 50 (20' L)	102.00	92 *	95 or greater	Failed	See Note 1
5/19/07	231	2+ 50 (20' L)	102.00	95	95 or greater	Passed	N/A

CT 231 = Compaction (Nuclear Gage)

* Note 1: The Contractor used a water tank to dampen the soil surface at the failed subgrade location. Using a sheep's foot compactor, he reworked the subgrade (making at least 10 passes) from Station 2+ 00 to Station 3+ 00. After approximately 30 minutes, another compaction test was taken. This time the relative compaction was 95.

Aggregates and Base Materials

Date	CT	Station	Elevation	Test Results	Minimum Spec.	Passed or Failed	Action Taken
6/20/07	202	1+ 00 (10' R)	102.50	See data sheet	See data sheet	Passed	N/A
6/20/07	202	2+ 00 (20' L)	102.50	See data sheet	See data sheet	Passed	N/A
6/22/07	217	1+ 00 (10' R)	102.50	75	25 or greater	Passed	N/A
6/22/07	217	2+ 00 (20' L)	102.50	83	25 or greater	Passed	N/A
6/20/07	227	1+ 00 (20' R)	102.50	86	71 or greater	Passed	N/A
6/20/07	227	1+ 50 (20' L)	102.50	85	71 or greater	Passed	N/A
6/24/07	231	2+ 00 (20' R)	102.50	98	95 or greater	Passed	N/A
6/24/07	231	2+ 50 (20' L)	102.50	97	95 or greater	Passed	N/A

CT 202 = Sieve Analysis, CT 217 = Sand Equivalent, CT 227 = Cleanness Value,
CT 231 = Compaction (Nuclear Gage)



Appendix H (continued)

Hot Mix Asphalt

Date	CT	Station	Elevation	Test Results	Minimum Spec.	Passed or Failed	Action Taken
7/10/07	339	1+ 00 (10' R)	103.00	0.08 gal/ sq yd	0.05 -0.10 gal/sq yd	Passed	N/A
7/10/07	366	2+ 00 (20' L)	103.00	32	>23	Passed	N/A
7/10/07	366	1+ 00 (10' R)	103.00	41	>23	Passed	N/A
7/10/07	375	2+ 00 (20' L)	103.00	94	RC = 93 to 97	Passed	N/A
7/15/07	375	1+ 00 (20' R)	103.00	96	RC = 93 to 97	Passed	N/A
7/15/07	375	1+ 50 (20' L)	103.00	95	RC = 93 to 97	Passed	N/A

CT 339 = Distributor Spread Rate, CT 366 = Stabilometer Value
CT 375 = In-Place Density & Relative Compaction

Portland Cement Concrete

Date	CT	Station	Elevation	Test Results	Minimum Spec.	Passed or Failed	Action Taken
9/25/07	504	10 + 50 (50' R)	102.50	6.5%	>6.0%	Passed	N/A
9/25/07	533	12 + 50 (50' R)	102.50	1.5"	<2"	Passed	N/A
9/25/07	518	11 + 50 (50' R)	102.50	151 lb/cu ft	> 145 lb/cu ft	Passed	N/A
9/25/07	521	10 + 50 (50' R)	102.50	28 day = 4200 psi	>3800 psi	Passed	N/A
9/28/07	521	11 + 50 (50' R)	102.50	28 day = 4290 psi	>3800 psi	Passed	N/A
9/30/07	521	12 + 50 (50' R)	102.50	28 day = 4160 psi	>3800 psi	Passed	N/A

CT 504 = Air Content, CT 518 = Unit Weight, CT 521 = Compressive Strength,
CT 533 = Ball Penetration