

RESOLUTION NO. 99-39

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL
AUTHORIZING THE MAYOR TO SIGN THE MEMORANDUM OF
UNDERSTANDING WITH KERN COUNTY AIR POLLUTION
CONTROL DISTRICT FOR THE DMV POLLUTION REDUCTION
GRANT ENTITLEMENT MONIES FOR THE WEST DRUMMOND
STREET POLLUTION REDUCTION PROJECT**

WHEREAS, City of Ridgecrest elected to participated in the Kern County Air Pollution Control District's DMV Pollution Reduction Program; and

WHEREAS, the City Council did authorize staff to make application to Kern County for the use of these monies to reduce airborne dust emissions on West Drummond Street west of Inyo Street for approximately 600 feet to Mahan Street by paving the two west bound lanes.

WHEREAS, The Kern County Air Pollution Control District Board of Directors did approve the City of Ridgecrest application to construct the above named project under the Air Pollution Reduction Grant Program.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIDGECREST authorizes the Mayor to sign the Memorandum of Understanding on behalf of the City.

APPROVED AND ADOPTED this 21st day of April, 1999, by the following vote:

AYES: Mayor Darnell, Council Member Carter, Holloway, Morgan, and Rollins

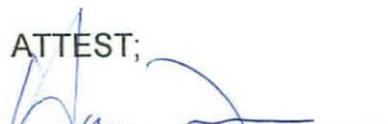
NOES: None

ABSTAIN: None

ABSENT: None


Donna Darnell, Mayor

ATTEST;



Harry Jensen
City Clerk

99-39

ORIGINAL

AGREEMENT NUMBER

003-1999

AGREEMENT
BETWEEN
KERN COUNTY AIR POLLUTION CONTROL DISTRICT
AND
CITY OF RIDGECREST

THIS AGREEMENT is made and entered into this 6th day of May, 1999, by and between the KERN COUNTY AIR POLLUTION CONTROL DISTRICT (hereinafter "DISTRICT"), and the CITY OF RIDGECREST (hereinafter "CONTRACTOR");

WITNESSETH:

WHEREAS:

(a) The California Clean Air Act requires local air pollution control districts to reduce emissions from motor vehicles;

(b) AB 2766, codified in California Health and Safety Code section 44223 et seq., authorizes air pollution control districts to impose a fee of two dollars (\$2.00) upon certain registered motor vehicles within the district, and the governing board of the DISTRICT has imposed said fee;

(c) Said legislation requires the DISTRICT to use said funds for activities related to reducing air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988;

(d) The DISTRICT appointed a Proposed Project Assessment Committee for Vehicle Emissions Reduction Projects to review proposals for eligible projects for the purpose of making funding recommendations to the governing board of the DISTRICT;

(e) On March 4, 1999, after holding a public hearing and considering the recommendations of the Assessment Committee, the DISTRICT approved for funding those projects deemed to be most suitable for vehicle registration fee funding and best meeting the goals of Health and Safety Code sections 44220 through 44247;

(f) CONTRACTOR has proposed a project that meets the eligibility criteria of the DISTRICT and that has been approved by the DISTRICT for funding; and

(g) CONTRACTOR represents that it is willing and able to perform the activities set forth herein;

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

1. **Project.** CONTRACTOR shall perform all activities and work necessary to complete the project described in Exhibit "A" which is attached hereto and incorporated herein by this reference. CONTRACTOR agrees to furnish all labor, materials, equipment, licenses, permits, fees and other incidentals necessary to perform and complete, on schedule and in a professional manner, the services described herein. CONTRACTOR represents that CONTRACTOR either has the expertise necessary to adequately perform the project specified in said Exhibit "A" or will hire personnel with the necessary expertise.

2. **Period of Performance/Timetable.** CONTRACTOR shall commence performance of work and diligently prosecute said work in accordance with the project implementation schedule and deadlines for performance indicated in Exhibit "A", unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.

CONTRACTOR shall submit quarterly progress reports detailing the work performed during the current reporting period; work planned for the next reporting period; problems identified, solved, and/or unresolved; and the percentage of each task completed. CONTRACTOR shall provide DISTRICT with a comprehensive final written report prior to termination of this Agreement. Said final report shall be complete and shall document the work performed under this Agreement.

3. **Compensation.** The total obligation of the DISTRICT under this Agreement shall not exceed sixty-five thousand three hundred twenty dollars (\$65,320).

CONTRACTOR shall, if necessary, obtain through other sources sufficient additional monies to fund the total cost of the project as outlined in Exhibit "A." Upon request by DISTRICT, satisfactory written evidence of such funding commitments shall be provided to DISTRICT prior to the release by DISTRICT of any funds under this Agreement. In the event funding from other sources for the total cost of the project, as outlined in Exhibit "A," is not received by CONTRACTOR, DISTRICT reserves the right to terminate or renegotiate this Agreement. In that event, if requested by the DISTRICT, CONTRACTOR shall return any DISTRICT funds previously paid to CONTRACTOR.

4. **Payments.**

a. Advanced payments shall not be permitted. Payments will be permitted only at such time as equivalent services have been satisfactorily rendered. The DISTRICT shall reimburse CONTRACTOR in arrears, no more frequently than monthly, after receipt and verification of a properly supported claim for payment. Claims and all supporting documentation shall be submitted directly to the DISTRICT.

b. All invoices for payment shall be submitted in a form approved by the DISTRICT and shall contain a detailed description of the work completed for which payment is being requested, including all proper documentation and receipts of expenses incurred, and shall include a cumulative total of all payments received. Payment will be made to CONTRACTOR within thirty (30) days of receipt and approval of each invoice by the DISTRICT.

c. The amount to be paid to CONTRACTOR under this Agreement includes all sales and

use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by the CONTRACTOR. The CONTRACTOR shall not receive additional compensation for reimbursement of such taxes and shall not decrease work to compensate therefor.

d. Concurrently with the submission of any claim for payment, CONTRACTOR shall certify (through copies of invoices, issued checks, receipts, etc.) that complete payment has been made to any and all suppliers, subcontractors or consultants who have provided materials or performed work for which payment is being requested by CONTRACTOR. It is understood that all costs and expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne exclusively by CONTRACTOR.

e. Any compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement by the project completion date shall automatically revert to the DISTRICT. Only expenditures incurred by the CONTRACTOR in the direct performance of this Agreement will be reimbursed by the DISTRICT. Only allowable expenditures, as determined in the sole discretion of the DISTRICT, will be reimbursed by the DISTRICT. All final claims shall be submitted by CONTRACTOR within sixty (60) days following the final month of activities for which payment is claimed. No action will be taken by DISTRICT on claims submitted beyond the 60-day closeout period.

5. **Non-Allocation of Funds.** The terms of this Agreement and the services to be provided hereunder are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving the CONTRACTOR thirty (30) days prior written notice.

6. **Term.** This Agreement shall be deemed in force as of the date first above written and shall remain in effect until payment by DISTRICT of the final claim of CONTRACTOR, unless sooner terminated as hereinafter provided.

7. **Assignment.** CONTRACTOR shall not assign, sublet or transfer this Agreement, or any part hereof. CONTRACTOR shall not assign any monies due or which become due to CONTRACTOR under this Agreement without the prior express and written approval by the DISTRICT.

8. **Negation of Partnership.** In performance of all services under this Agreement, CONTRACTOR shall be, and acknowledges that CONTRACTOR is, in fact and law, an independent contractor and not an agent or employee of DISTRICT. CONTRACTOR has and retains the right to exercise full supervision and control of the manner and methods by which CONTRACTOR shall perform its work under this Agreement. CONTRACTOR retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting CONTRACTOR in the performance of work hereunder. However, DISTRICT shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. With respect to CONTRACTOR's employees, if any, CONTRACTOR shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

9. **Indemnification.** CONTRACTOR agrees to indemnify, defend and hold harmless DISTRICT and DISTRICT's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by DISTRICT, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of CONTRACTOR or CONTRACTOR's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of DISTRICT; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of CONTRACTOR by any person or entity.

10. **Insurance.** CONTRACTOR, in order to protect DISTRICT and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of CONTRACTOR's actions in connection with the performance of CONTRACTOR's obligations, as required in this Agreement, shall secure and maintain insurance as described below. CONTRACTOR shall not perform any work under this Agreement until CONTRACTOR has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by the DISTRICT. CONTRACTOR shall pay any deductibles and self-insured retentions under all required insurance policies.

a. **Workers' Compensation Insurance Requirement --** CONTRACTOR shall submit written proof that CONTRACTOR is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the Labor Code.

In signing this Agreement, CONTRACTOR makes the following certification, required by section 1861 of the Labor Code:

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

b. **Liability Insurance Requirements:**

(1) CONTRACTOR shall maintain in full force and effect, at all times during the term of this Agreement, Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of CONTRACTOR's performance of work under this Agreement. Said insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of five hundred thousand dollars (\$500,000) each occurrence and one million dollars

(\$1,000,000) aggregate.

(2) During the construction of the project described in Exhibit "A", CONTRACTOR shall require that all contractors hired by CONTRACTOR to perform work on the project maintain the following insurance coverages at all times during the performance of said work:

(a) Workers' Compensation Insurance in accordance with the provisions of section 3700 of the Labor Code.

(b) Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of the contractor's performance of work under this Agreement. Said insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of five hundred thousand dollars (\$500,000) each occurrence and one million dollars (\$1,000,000) aggregate.

(c) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with minimum limits for Bodily Injury and Property Damage liability of five hundred thousand dollars (\$500,000) each occurrence and one million dollars (\$1,000,000) aggregate. Such insurance shall be provided by a business or commercial vehicle policy.

(3) The Commercial General Liability Insurance required in this sub-paragraph b. shall include an endorsement naming the DISTRICT and DISTRICT's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto.

(4) Prior to CONTRACTOR commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the DISTRICT by Certificate of Insurance. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.

c. Cancellation of Insurance – All insurance coverages required to be maintained by any contractors hired by CONTRACTOR shall be maintained until the completion of all work to be performed by such contractor(s). The above stated insurance coverages required to be maintained by CONTRACTOR shall be maintained until the completion of all of CONTRACTOR's obligations under this Agreement, and shall not be reduced, modified, or canceled without thirty (30) days prior written notice to DISTRICT. Also, phrases such as "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall not be included in the cancellation wording of all Certificates of Insurance or any coverage for DISTRICT and DISTRICT's board members, officials, agents, and employees. CONTRACTOR (and any contractors hired by CONTRACTOR) shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

d. All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of a "B+;V" rating, or in special circumstances, be pre-approved by the DISTRICT.

e. If CONTRACTOR is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, CONTRACTOR shall provide coverage equivalent to the insurance coverages and endorsements required above. The DISTRICT will not accept such coverage unless the DISTRICT determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by CONTRACTOR is equivalent to the above-required coverages.

f. All insurance afforded by CONTRACTOR, and any contractors hired by CONTRACTOR, pursuant to this Agreement shall be primary to and not contributing to any other insurance maintained by DISTRICT.

g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the DISTRICT from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

h. Failure by CONTRACTOR or any contractors hired by CONTRACTOR to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by CONTRACTOR. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from CONTRACTOR resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, DISTRICT shall deduct from sums due to CONTRACTOR any premiums and associated costs advanced or paid by DISTRICT for such insurance. If the balance of monies obligated to CONTRACTOR pursuant to this Agreement are insufficient to reimburse DISTRICT for the premiums and any associated costs, CONTRACTOR agrees to reimburse DISTRICT for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by DISTRICT to take this alternative action shall not relieve CONTRACTOR of its obligation to obtain and maintain the insurance coverages required by this Agreement.

11. Termination.

a. Breach of Agreement - The DISTRICT may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of the DISTRICT there is:

- (1) An illegal or improper use of funds;
- (2) A failure to comply with any term of this Agreement;
- (3) A substantially incorrect or incomplete report has been submitted to the DISTRICT; or
- (4) Services are improperly performed.

In no event shall any payment by the DISTRICT constitute a waiver by the DISTRICT of any

breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the DISTRICT with respect to the breach or default. The DISTRICT shall have the right to demand of the CONTRACTOR the repayment to the DISTRICT of any funds disbursed to the CONTRACTOR under this Agreement which in the judgment of the DISTRICT were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, DISTRICT may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

b. **Without Cause** - Either party may terminate this Agreement at any time upon giving the other party at least thirty (30) days advance written notice of its intention to terminate. In such case, the CONTRACTOR shall, subject to Section 3, be paid the reasonable value of all services satisfactorily rendered and actual, reasonable costs incurred up to the time of the termination. Upon such termination, all the work product, if any, produced by CONTRACTOR shall be promptly delivered to the DISTRICT.

12. **Notices.** All notices required or provided for in this Agreement shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

To DISTRICT

Thomas Paxson, APCO
Kern County Air Pollution Control Dist.
2700 "M" Street, Suite 302
Bakersfield, CA 93301

To CONTRACTOR

Mr. Keith R. Haan, P.E.
City of Ridgecrest
100 West California Avenue
Ridgecrest, CA 93555

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

13. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving written notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

14. **Sole Agreement.** This document contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this

Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

15. **Authority to Bind DISTRICT.** It is understood that CONTRACTOR, in CONTRACTOR's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind DISTRICT to any agreements or undertakings.

16. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

17. **Nonwaiver.** No covenant or condition of this Agreement can be waived except by the written consent of DISTRICT. Forbearance or indulgence by DISTRICT in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by CONTRACTOR. DISTRICT shall be entitled to invoke any remedy available to DISTRICT under this Agreement or by law or in equity despite said forbearance or indulgence.

18. **Choice of Law/Venue.** The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

19. **Confidentiality.** CONTRACTOR shall not, without the written consent of the DISTRICT, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

20. **Enforcement of Remedies.** No right or remedy herein conferred on or reserved to DISTRICT is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

21. **Severability.** Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

22. **Compliance with Law.** CONTRACTOR shall observe and comply with all applicable local, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

23. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for

convenience, and shall be wholly disregarded in the construction of this Agreement. No provisions of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

24. **Time of Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

25. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

26. **Nondiscrimination.** Neither CONTRACTOR, nor any officer, agent, employee, servant or subcontractor of CONTRACTOR shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age or sex, either directly, indirectly or through contractual or other arrangements.

27. **Audit, Inspection and Retention of Records.** Contractor agrees to maintain and make available to DISTRICT accurate books and records relative to all its activities under this Agreement. CONTRACTOR shall permit DISTRICT to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records or personnel or other data related to all other matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon DISTRICT herein.

CONTRACTOR shall be subject to an audit by DISTRICT or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution as provided in AB 2766 and to determine whether said funds were utilized as provided by law and this Agreement. If, after audit, DISTRICT makes a determination that funds provided CONTRACTOR pursuant to this Agreement were not spent in conformance with this Agreement, AB 2766 or any other applicable provisions of law, CONTRACTOR agrees to immediately reimburse DISTRICT all funds determined to have been expended not in conformance with said provisions.

28. **Non-Collusion Covenant.** CONTRACTOR represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with DISTRICT. CONTRACTOR has received from DISTRICT no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

29. **Political Activity and Lobbying Prohibited.** None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines. In addition, none of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation

before the Congress of the United States of America or the Legislature of the State of California.

30. **Signature Authority**. Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

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IN WITNESS TO WHICH, each party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

**KERN COUNTY AIR POLLUTION
CONTROL DISTRICT**

By Steve A. Pree
Chairman, District Board

"DISTRICT"

CITY OF RIDGECREST

By Bonnie Carnell
Mayor

"CONTRACTOR"

APPROVED AS TO CONTENT:

Air Pollution Control District

By Thomas Paxson
Thomas Paxson, APCO

APPROVED AS TO CONTENT:

City of Ridgecrest Counsel

By Wayne Semmes
Attorney

APPROVED AS TO FORM:

Office of the County Counsel

By Neil Paul
Deputy

ATTESTING TO:

City Clerk

By Ann
City Clerk

EXHIBIT "A"

Project Location:

Drummond Street starting west of Inyo Street to Mahan Street, Ridgecrest.

Description of Project:

This project shall provide for design and construction of asphalt concrete pavement for the west bound two lanes of Drummond Street starting west of Inyo Street for approximately 600 feet to Mahan Street. This project is designed to significantly reduce airborne dust emissions, in particular dust generated by vehicles traveling on unpaved roads.

Project Implementation Schedule:

The project shall be completed by June 30, 2000.

By June 30, 1999

- Complete design.

By June 30, 2000

- Advertise for bids.
- Complete construction.

Allowable Expenditures:

Excavation	\$ 3,769.40
Pavement Base	45,250.60
Asphaltic Concrete Pavement	16,300.00
Total	<u>\$ 65,320.00</u>

* Amounts can be adjusted with concurrence of the Air Pollution Control Officer, provided the total amount does not exceed \$65,320.00.