

ADDENDUM 1
CITY OF RIDGECREST
NOTICE TO BIDDERS FOR
CIVIC CENTER EXTERIOR LIGHTING
RETROFIT PROJECT

The Pre-Bid Meeting for the “Civic Center Exterior Lighting Retrofit Project” will be held on **April 25, 2012 at 10:30am at City Hall**. The Job Walk will be held at **April 25, 2012 at 11am at City Hall**. The Bid Opening/Bid Deadline will be **April 30, 2012 at 4pm**. The Proposed Council Action to Award will be on **May 2, 2012**. The Sub-Contractor will be given Notice to Proceed and have a Pre-Construction Meeting on **May 3, 2012**. The Construction Start Date will be **May 7, 2012**. The Construction End Date will be **June 8, 2012**. The Notice of Completion Council Action will be **June 20, 2012**.



**CITY OF RIDGECREST
NOTICE TO BIDDERS &
SPECIAL PROVISIONS
FOR
CIVIC CENTER EXTERIOR LIGHTING
RETROFIT PROJECT**

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:	April 16, 2012
Pre-Bid Meeting:	April 25, 2012
Job Walk:	
Bids Opening/Bid Due:	April 25, 2012 thru April 30, 2012
Contractor License Requirement(s):	Class A and City Business
Project Completion Time:	25 days
Proposed Council Action to Award:	May 1, 2012
Notice to Proceed/ Pre-Construction Meeting:	May 1, 2012
Construction Start Date:	May 1, 2012
Construction End Date:	May 25, 2012
Notice of Completion Council Action:	June 1, 2012

*Dates subject to change with prior notice

CITY OF RIDGECREST
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 April 30th, 2012.**

DESCRIPTION OF WORK: The work involves the replacement of various exterior lighting fixtures at Civic Center with energy-efficient induction and LED lighting. The work consists of furnishing all labor, materials, equipment and incidentals required for the removal of existing high-pressure sodium (HPS) parking lot and walkway lighting and metal halide walkway lighting, and installation of new induction light fixtures and LED light fixtures, respectively. Specifically, the project involves the retrofit of 55 lighting fixtures as follows: 1) 16 HPS parking lot lights, 2) 18 HPS walkway bollard lights, and 3) 21 metal halide walkway lights. The project also requires the proper and legal disposal or recycling of removed light fixtures, lamps and ballasts.

SITE OF WORK: The site of the work is Civic Center, 100 W. California Avenue in Ridgecrest, California.

COMPLETION OF WORK: All work must be completed within twenty-five (25) working days after the commencement date stated in the Notice to Proceed.

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

OPENING OF BIDS: The bids will be publicly opened and announced at **4:00 p.m. on April 25th, 2012** at the above mentioned office of the City Clerk.

OBTAINING CONTRACT DOCUMENTS: The contract documents are entitled "CIVIC CENTER EXTERIOR LIGHTING RETROFIT PROJECT." All contract documents, plans, and specifications may be obtained at the office of the City Clerk, Ridgecrest City Hall, 100 West California Avenue, Ridgecrest, California 93555.

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

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

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

(AMERICAN RECOVERY AND REINVESTMENT ACT) ARRA EMPLOYMENT REPORTING: The City of Ridgecrest is implementing new contract requirements for submittal of Monthly Employment Report forms. Required Information is outlined in the Specifications.

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

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

ADDRESS AND MARKING OF BID: The envelope enclosing the bid shall be sealed and addressed to the City Clerk, City of Ridgecrest, and delivered or mailed to Ridgecrest City Hall, 100 West California Avenue, Ridgecrest, California 93555. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and shall bear the words "BID FOR CIVIC CENTER EXTERIOR LIGHTING RETROFIT PROJECT," bid opening at **4pm on April 25th, 2012**. 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 April 25th, 2012**. The tour will start at City Hall, 100 West California Avenue, Ridgecrest, California.

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

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

BY: _____ Dated:
Rachel Ford, City Clerk

INFORMATION FOR BIDDERS

1. General

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

2. Contract Documents

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

- Notice Inviting Sealed Bids
- Information for Bidders
- Bidder's Reference
- Bidder's Reference Financial
- Designation of Subcontractors
- Noncollusion Affidavit
- Bid Form
- Schedule of Bid Items
- Bid Bond
- Worker's Compensation Certificate
- Agreement
- Agreement for Investment Funds {Contractor Option}
- Performance Bond
- Payment Bond
- General Conditions
- Special Conditions
- Appendices A, B, and C to Notice to Bidders, Section I
- 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 "BID FOR CIVIC CENTER EXTERIOR LIGHTING RETROFIT PROJECT," addressed to the City Clerk, City of Ridgecrest, be delivered thereto on or before **4:00 p.m. on April 30th, 2012** 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.

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 sub bid to a bidder or who has quoted prices on material to a bidder is not thereby disqualified from submitting a sub bid 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 insured 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 **10:30am on April 25th, 2012**. The tour will take place 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) and ARRA Reporting*

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

The City of Ridgecrest is implementing new contract requirements for submittal of Monthly Employment Report forms. Refer to section titled "Monthly Employment Report (American Recovery and Reinvestment Act)" under Section 5, "General," of the Federal provisions.

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.

16. *Subcontract Requirements*

Contractor shall comply with the requirements for all lower-tier subcontracts (subcontracts) entered into under ARRA funding agreements, as stated in the Terms and Conditions of the City of Ridgecrest agreement with the California Energy Commission, agreement number CBG-09-175. This agreement is attached as Appendix C.

CITY OF RIDGECREST
100 West California Avenue
Ridgecrest, California 93555

CIVIC CENTER EXTERIOR LIGHTING RETROFIT PROJECT

BIDDER'S REFERENCE

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

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

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

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

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

SUBMIT WITH BID

CITY OF RIDGECREST
100 West California Avenue
Ridgecrest, California 93555

CIVIC CENTER EXTERIOR LIGHTING RETROFIT PROJECT

BIDDER'S REFERENCE FINANCIAL

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

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

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

Name of Surety Company

Name of Surety Company

Signature of Bidder

Title

Contractor's License Number - State of California

SUBMIT WITH BID

CITY OF RIDGECREST
100 West California Avenue
Ridgecrest, California 93555

CIVIC CENTER EXTERIOR LIGHTING RETROFIT PROJECT

DESIGNATION OF SUBCONTRACTORS

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

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

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

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

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

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

SUBMIT WITH BID

CIVIC CENTER EXTERIOR LIGHTING RETROFIT PROJECT

***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

SUBMIT WITH BID

any member or agent thereof to effectuate a collusive or sham 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

CIVIC CENTER EXTERIOR LIGHTING RETROFIT PROJECT

Name of Bidder

Business Address

Mailing Address

Phone Number _____ Place of Residence

TO THE CITY COUNCIL OF THE CITY OF RIDGECREST:

Pursuant to and in compliance with your Notice Inviting Sealed Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the execution of the Civic Center Exterior Lighting Retrofit Project, all in strict conformity with the plans and specifications and other contract documents 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
- Appendices A, B, and C to Notice to Bidders, Section I
- Plans

SUBMIT WITH BID

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, 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

Selection of Bidder

Selection of bidder shall be based on the lowest responsible bid for the project.

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

COMPANY NAME

AUTHORIZED SIGNATURE

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

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

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

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

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

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

SUBMIT WITH BID

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

BIDDER

Name

Address

Authorized Signature

Dated:

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

SUBMIT WITH BID

CITY OF RIDGECREST
100 West California Avenue
Ridgecrest, California 93555

CIVIC CENTER EXTERIOR LIGHTING RETROFIT PROJECT

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, and
_____ as Surety, are held and firmly

bound unto the City of Ridgecrest, hereinafter called "City", in the sum of:

_____ dollars (\$ _____),

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

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

WHEREAS, said Principal has submitted a bid to said City to perform all work required under the City's specifications entitled "Civic Center Exterior Lighting Retrofit Project."

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

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

CIVIC CENTER EXTERIOR LIGHTING RETROFIT PROJECT

WORKERS' COMPENSATION CERTIFICATE

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

BIDDER

Name

Address

Authorized Signature

Dated:

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

SUBMIT WITH BID

SAMPLE AGREEMENT
CIVIC CENTER EXTERIOR LIGHTING RETROFIT PROJECT

As of _____, 2010, 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 retrofitting of lighting fixtures 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 25 working days after the date of the Notice to Proceed (hereafter "Completion Date").

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

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

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

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

(d) Upon receipt from the Contractor of a request for extension of the Completion Date, the Agency shall ascertain the facts and extent of the delay. The Agency may extend the Completion Date if the Agency determines, in its sole judgment, the findings justify an extension and such extension is in the best interest of the Agency. Such an extension will increase the Agency's financial obligations and costs insured for supervision, engineering, inspection, incidental, and overhead expenses directly related to the Contract and which accrue as a result of the extension. If the Agency extends the Completion Date and determines, in its sole judgment, the extension is needed due to unforeseeable causes (which causes include Acts of God, or the public enemy, acts of the government, acts of another contractor in the performance

of another contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors due to such causes), or is due to causes within the control of the Agency, the fault or negligence of the Agency, then the Contractor shall not be liable for the Agency's damages or costs resulting from such extension. If the Agency extends the Completion Date and determines, in its sole judgment, the extension is needed due to foreseeable causes, causes within the control of the Contractor, the fault or negligence of the Contractor, or weather conditions which are normal for the area and the season, then the Contractor and its Surety shall be liable for and shall reimburse Agency for such costs before the final payment.

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

Section 26. Acts of God.

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

Section 27. Utility Relocation.

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

(b) The Agency is not required to indicate the presence of existing service laterals or appurtenances when the presence of such utilities on the work site can be inferred from other visible facilities, such as buildings, metering junction boxes, on or adjacent to the work site.

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

Section 28. Public Convenience.

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

are made satisfactory to the owners.

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

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

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

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

Section 29. Excavations.

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

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

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

Section 30. Extra Work.

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

- (b) Adjustments in the amounts to be paid to the Contractor by reason of any such change, addition or deduction shall be determined by one or more of the following methods:
- (1) By an acceptable lump sum proposal from the Contractor;
 - (2) By unit prices contained in the Contractor's original bid and incorporated in the contract documents or fixed by subsequent agreement between the Agency and the Contractor; or
 - (3) By ordering the Contractor to proceed with the work and to furnish daily reports of extra work. The reports shall itemize all costs for labor, material, and equipment rental. The reports for workers shall include hours worked, rates of pay, names and classification; and for equipment shall include size, type, identification number and hours of operation. Records and reports shall be made immediately available to the engineer upon his request.
- (c) When the Agency orders extra work and there is an agreement between the Agency and the Contractor to perform the work, the Agency may approve the method used by the Contractor to accomplish the work. At the request of the Agency, the method to be used shall be memorialized in writing prior to work being performed.
- (d) If the Contractor contends a proposed change is a substantial revision in the character of the work, the question shall be immediately submitted to an arbitrator for decision. The arbitrator's decision will be final and conclusive, unless it is fraudulent, capricious, arbitrary or so grossly erroneous as to imply bad faith. Each party shall advise the other in advance of the arbitration of the material on which the party intends to rely and give the other a reasonable opportunity to refute or supplement such factual material.

Section 31. Clean-Up.

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

Section 32. Materials.

- (a) Unless otherwise specified, shown, or permitted by the Agency, materials and equipment incorporated in the work shall be new and current manufacture. The Agency may request the Contractor to furnish manufacturer's certificates to this effect.
- (b) Materials furnished and work performed shall be subject to inspection and testing by Agency's authorized agents at Agency's expense. If such inspection and testing reveals non-compliance with the requirements of this Agreement, the Contractor shall bear the cost of necessary corrective measures and the cost of subsequent inspecting and testing.
- (c) The inspection of the work shall not relieve the Contractor of the obligations under the Contract. Even though equipment, materials, or work required under the Contract have been inspected, accepted, and estimated for payment, the Contractor shall replace or repair such equipment, materials, or work found to be defective or otherwise not to comply with the requirements of the Contract up to the end of the maintenance and guarantee period.

Section 33 Permits and Licenses.

- (a) Contractor shall apply for and procure permits and licenses necessary for the work.
- (b) Contractor shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.
- (c) Contractor shall pay charges and fees in connection with permits and licenses.

Section 34. Land and Rights-of-Way.

- (a) Agency shall provide land and rights-of-way where the work is constructed.
- (b) Contractor shall procure additional rights-of-way desired by the Contractor to facilitate construction. Contractor shall enter into written agreements with property owners for such purposes and provide Agency with copies of the agreements.
- (c) Except as provided above relating to utility relocation, when the work is to be performed in the vicinity of existing improvements, such improvements shall not be disturbed or damaged except for such removal or relocation in the land and rights-of-way provided by the Agency or unavoidable to accommodate the work.

Section 35. Plans and Working Drawings Submitted by Agency.

- (a) The approved plans shall be supplemented by working drawings necessary to control the work adequately. Such drawings shall be consistent with the contract documents. Such drawings delivered to the Contractor shall be deemed written instructions to the Contractor.
- (b) The Agency will furnish to the Contractor copies of drawings and specifications reasonably necessary for the execution of the work. The Contractor shall keep one set of drawings and specifications in good order available to the Agency's representative at the site of the work.
- (c) The plans for the work show conditions supposed or believed by the Engineer to exist. It is not intended or inferred the plans constitute a representation such conditions actually exist. The Agency, its officers, agents and employees shall not be liable for loss sustained by the Contractor as a result of variance of the conditions as shown on the plans and the actual conditions revealed during the progress of the work.

Section 36. Shop Drawings Submitted by Contractor.

- (a) Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and illustrating some portion of the work.
- (b) The Contractor shall review, stamp with approval, and submit for review by the Agency's representative shop drawings for material and equipment to be incorporated into the work. Drawings shall be submitted in quadruplicate to the Agency's representative and be accompanied by a letter of transmittal listing the drawings submitted. Drawings shall show the name of the project, the name of the Contractor, the names of suppliers, manufacturers and subcontractors. Shop drawings shall be submitted with promptness and in orderly sequence to cause no delay in the work.
- (c) Shop drawings shall be complete. If the shop drawings show deviations from the requirements of the plans and specifications because of standard shop practices or other reasons, the deviations and the reasons therefor shall be set forth in the letter of transmittal.
- (d) By approving and submitting shop drawings, the Contractor represents material, equipment and other work shown thereon conforms to the plans and specifications except for the deviations set forth in the letter of transmittal.
- (e) Within ten calendar days after receipt of the drawings, the Agency will return two prints of the drawings to the Contractor with comments. If noted by the Agency, the Contractor shall correct the drawings and resubmit in the same manner as the original submittal. The Contractor shall direct attention in the letter of transmittal accompanying resubmitted shop

drawings to revisions other than the corrections requested by the Agency's representatives on previous submittals.

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

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

Section 37. Supervision by the Contractor.

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

Section 38. Inspection.

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

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

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

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

Section 39. Removal of Defective and Unauthorized Work.

(a) Rejected work shall be removed and replaced by the Contractor in an acceptable

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

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

Section 40. Errors or Discrepancies Noted By Contractor.

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

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

Section 41. Equipment.

The Contractor must furnish adequate equipment and facilities to perform properly the work in a workmanlike manner in accordance with these specifications. Such equipment and facilities must be in a good state of repair and maintained in such state during the progress of the work and shall meet requirements of applicable ordinances and laws. No worn or obsolete equipment shall be used and, in no case shall the maker's rating of capacity for equipment be exceeded.

Section 42. Storage of Materials.

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

MISCELLANEOUS

Section 43. Guarantees.

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

Section 44. Risk of Loss Prior to Final Acceptance.

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

Section 45. Termination: Contractor at Fault.

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

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

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

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

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

Section 46. Termination: Contractor Not At Fault.

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

Agency in accordance with the procedure prescribed for the making of a final estimate and payment.

Section 47. Resolution of Certain Claims.

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

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

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

(d) Unless further documentation is requested, the Agency shall respond to the claim within forty-five (45) days if the amount of the claim is less than \$50,000, or within sixty (60) days if the amount of the claim is more than \$50,000, but less than \$375,000. If further documentation is requested, the Agency shall respond within the same amount of time taken by the Contractor to respond or fifteen (15) days, whichever is greater, after receipt of further information if the claim is less than \$50,000. If the claim is 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.

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 the **Civic Center Exterior Lighting Retrofit Project**.

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH if Principal, its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for work or labor thereon of any kind, or fail to pay the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and other laws of the 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 _____, 2009, awarded to _____ (herein the "Principal"), a contract for the **Civic Center Exterior Lighting Retrofit Project**.

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

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

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

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

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

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

[_____] (Principal)

[_____] (Surety)

By: _____

By: _____ (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 **Civic Center Exterior Lighting Retrofit Project** between the City of Ridgecrest (hereinafter referred to as City), and the undersigned which Contract provides for the installation of improvements per the plans and specifications for the above referenced project.

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

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

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

Dated _____ CONTRACTOR _____

Signed _____

Notary Required

APPENDIX A TECHNICAL SPECIFICATIONS

PART 1 – GENERAL

1.01 DESCRIPTION

A. This specification is for the supply only of induction lighting and LED lighting retrofit kits (Ballast & Lamp) operating on an input voltage of 270V, for the various Civic Center lighting fixtures as shown in the attached Appendix B.

B. The Contractor shall provide all labor, materials and equipment necessary for and incidental to the execution and completion of lighting retrofit work at Civic Center. See Appendix B for details and lamp counts.

C. Work includes:

1. Survey of selected lighting fixtures prior to the procurement of the materials and commencement of the retrofit activity, to verify and assess the nature and extent of work;
2. Removal and legal recycling and disposal of existing lamps and ballasts as per the local codes.
3. Cleaning of existing fixtures to be retrofitted; cleaning to include (i) inside luminaries surfaces (ii) all fixture surfaces that are accessible for cleaning with the fixture in place, and (iii) lenses or diffusers;
4. Replacement of damaged or broken lamp holders and diffusers and replacement of deteriorated or damaged fixture wiring;
5. Installation of new induction and LED lamps and ballasts.
6. Measurement of ballast input voltage and line current in sample installations.
7. Providing test products and installations for the City of Ridgecrest's approval, prior to ordering and installing each type of retrofit;
8. Providing quality control inspections on an ongoing basis during construction activities;
9. Permits, licenses and fees required in connection with all work.
10. All work to be accomplished, at convenience of the City and with no additional charges.

The above list is given to acquaint the contractor with the general nature of the work included, but it is not intended to cover all items that are described hereinafter. All of the work of the contractor shall be complete and in accordance with the contract documents.

1.02 EXAMINATION OF THE SITE

A. Before submitting the bid, contractor shall study all the specifications and visit the site of the work to become familiar with the working conditions and the exact nature and extent of the work taking into account any special or unusual features peculiar to this project.

B. The work of this project involves alteration of existing electrical (if needed) and lighting systems to achieve the arrangement indicated on the specifications. The specifications for these areas show the changes to be made. The electrical contractor shall revise, rearrange and reroute or remove existing wiring as required to accommodate the changes and additions shown and to provide continuing electrical service for those existing portions of the project which will remain in operation.

C. The representation of quantities and types of existing fixtures has been developed from the best information available at the time the specifications were prepared. The city provides this information only as a general guideline for the convenience of the bidders/contractors and does not guarantee or warrant in any way, expressly or impliedly, the accuracy of these representations.

1.03 PHYSICAL AND MECHANICAL REQUIREMENTS

A. The proposed induction and LED lamp units shall be selected as a retrofit replacement for existing lamps and shall not require any special tools for installation. The retrofit replacement lamp units shall fit into existing fixtures.

B. Retrofit Kits

1. Retrofit kits shall be such that lamp replacement will not require dismantling of the fixture or require special tools.
2. Retrofit kits shall not void the U.L. rating of the existing fixture or make the existing fixture less safe in terms of operation and maintenance.
3. Retrofit kits shall not adversely affect lighting efficiency and the aesthetic appeal of the fixture.

C. Lighting retrofits shall be complete with all parts and fittings necessary to completely and properly install the energy efficient devices and make the existing fixture operative in a safe, secure, and reliable manner.

D. Contractor shall not physically disturb the alignment, orientation, and mounting arrangement of existing fixtures while installing the retrofits, unless such measures are required to correct existing deficiencies. Contractor shall correct any misalignment caused during installation upon completion of the fixture retrofit.

E. Contractor shall ensure that lamp sockets in all fixtures are securely and rigidly attached to the fixture enclosure prior to installing the retrofits. Contractor shall provide the necessary fittings and hardware to correct any existing fixture deficiencies and shall complete each retrofit in a safe manner, consistent with manufacturer recommendations.

F. The contractor shall consider glare issues and shall include glare shield along with the retrofit kits as needed.

1.04 PERFORMANCE REQUIREMENTS

A. All lamp ballast combinations shall have a rated average life of 100,000 hours noted on the manufacturer's data sheet.

B. Lamp minimum CRI shall be 80.

C. All lamp ballast combinations shall be instant-on with a zero re-strike time and shall operate without flickering or buzzing.

D. For all fixtures remote ballast are acceptable. See Appendix B for details.

E. All lamp ballast combination shall have a power factor greater than 0.95.

F. Lamp ballast combination total harmonic distortion shall be less than 0.10.

G. The initial lamp lumens and system watt shall be as follows:

Lamp and Ballast Combination	Lumens Shall Not Be Less Than	Total System Wattage Input Shall Not Be More Than
40W Lamp & Ballast	2,800	44
65W Lamp & Ballast	4,550	71
120W Lamp & Ballast	9,600	128

H. Lamp color temperature shall be max. 5,000 deg K.

1.05 APPLICABLE PUBLICATIONS

The following publications form a part of this specification. The publications are referred to in the text by the basic designation only.

A. American National Standards Institute, Inc. (ANSI) Publications:

1. C136.38 American National Standard for Roadway and Area Lighting – Induction Lighting

B. Underwriters Laboratories, Inc. (UL)

1. UL 66; Fixture Wire
2. UL 1029; High Intensity discharge Lamp Ballasts.

C. Federal Specifications:

1. FS W-L-142A; Lampholder, Adapter and Shadeholder, Medium-Screw-Shell, 125, 250 and 600 volts.

D. National Electrical Manufacturers Association (NEMA) Publications:

1. NEMA WD 6 Wiring Device Configurations.
2. NEMA 3R Type 3; Enclosure Requirements.

E. Illuminating Engineering Society of North America (IESNA)

1. IESNA LM-50-99; Photometric measurements of Roadway Lighting installations.
2. IESNA RP-33-99; Lighting for exterior environment.
3. IESNA RP-8; Roadway lighting requirements.

F. National Fire Protection Association (NFPA) Publication:

1. NFPA 70-93; National Electrical Code (NEC)
2. NFPA 101; Life Safety Code.

1.06 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70 and NFPA 101.

B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

- C. Fixtures installed in outdoor areas be UL listed for wet locations.
- D. All fixtures shall meet all required local codes and regulations.
- E. All induction lamp and ballast combinations shall be FCC Class A certified.
- F. All induction lamp and ballast combinations shall be CSA certified.

1.07 ELECTRICAL

A. WIRING SYSTEM:

1. Conduits where exposed to weather shall be rigid steel galvanized.
2. Replace existing fixture wiring as required wherever the existing one is damaged. Use NEC type SA, with silicone insulation, and glass or other suitable material as braiding material.

B. VOLTAGE SYSTEMS COORDINATION

1. The fixtures installed shall be suitable for the circuit electrical characteristics indicated for their supply.

1.08 QUALITY ASSURANCE

- A. All materials, equipment and parts shall be new and unused, and the best of their class or kind, in perfect condition, and of current manufacture.
- B. Each type of material shall be of the same make and quality throughout the project. Delivery and storage of materials shall be made so as to insure uninterrupted progress of the work. Provide for safety and good condition of all equipment and materials until final acceptance.
- C. Without additional cost to the City, provide such other labor and materials as are required to complete the work under this project in accordance with the requirements of governmental agencies having jurisdiction, regardless of whether such materials and associated labor are called for elsewhere in these contract documents.
- D. Use adequate number of skilled workers who are thoroughly trained, experienced, and qualified in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work under this project, under the supervision of a competent foreman. Workers used by the contractor shall meet all city, county, state and federal laws and regulations pertaining to qualifications required for the work under the project.
- E. Contractor, its personnel and sub-contractors used in the performance of the work under this project shall have experience in lighting retrofit projects of similar size and complexity. Specific experience and qualifications of the contractor, its sub-contractors, and workers shall include, but not be limited to the following:
 1. Firms responsible for luminaire cleaning and re-lamping shall have been established and engaged in the business of luminaire maintenance and relamping, with at least 3 years of experience directly associated with such tasks;
 2. Persons responsible for internal luminaire wiring, ballast and lampholder replacement

shall be qualified lighting fixture service personnel;

3. Persons responsible for fixture removal, installation and any modification or alteration of building electrical wiring shall be qualified journeyman level electricians.

1.09 DELIVERY, STORAGE, AND HANDLING

A. Store, protect, and handle products to site with appropriate care and according to industry standards.

B. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.

C. Handle in accordance with manufacturer's written instructions.

1.10 WARRANTY

A. Electronic Ballasts and lamps for induction and LED systems shall be covered by a five-year warranty against defects in workmanship or material. In addition to the free and new replacement lamp and ballast, manufacturer shall provide a \$30/ballast and \$10/lamp labor cost allowance for the replacement of defective ballast and lamp, respectively during the warranty period.

PART 2 – PRODUCTS

2.01 PRODUCTS

A. The exact products to be used to retrofit the lighting fixtures as detailed in Appendix B are to be proposed in the contractor's bid package after examination of the site and fixtures to be upgraded. The materials and equipment proposed should be of the appropriate type to replace the three types of Civic Center exterior lighting fixtures that this project seeks to retrofit with induction and LED lighting.

**APPENDIX B
LIGHTING NEEDS AND SPECIFICATIONS**

	Existing Equipment	Proposed Equipment	Facility	Location	Road Area Classification	Existing Capacity	Proposed Capacity	Number of Units
1	High Pressure Sodium GE Lucalox LU1000	Induction Lighting	Parking Lot at Civic Center	Civic Center, 100 W. California Avenue	Parking Lot	1000kW	500kW	16
2	Multi-Vapor Metal Halide MVR250/U	Induction Lighting	Walkway at Civic Center	Civic Center, 100 W. California Avenue	Local – Commercial	250kW	150kW	21
3	High Pressure Sodium Round Bollard	LED Lighting	Walkway Bollard Lighting at Civic Center	Civic Center, 100 W. California Avenue	Local - Commercial	250kW	30kW	18

APPENDIX C
SCOPE OF WORK

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EXHIBIT A

SCOPE OF WORK

Task 1 — Attend Kick-Off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Recipient shall attend a “kick-off” meeting with the Commission Project Manager and the Grants Officer. The Recipient shall bring their Project Manager and other relevant staff. The administrative and technical aspects of this Agreement will be discussed at the meeting. Prior to the kick-off meeting, the Commission Project Manager will provide an agenda to all potential meeting participants.

Topics to be discussed at this meeting will include, but are not limited to:

- Terms and Conditions of the Agreement
- Permit Documentation
- Scope of Work
- Project Schedule (including Products and Due Dates)
- Progress Reports
- Final Report
- Use of State Identity Branding Mark Logo
- Prohibition on KEMA Inc. or its subsidiary known as KEMA Services Inc. from performing services as a subcontractor or other lower-tier contractor to achieve the objectives of this Agreement
- Historic Preservation and Consultation Package Requirements

The Commission Project Manager shall designate the date and location of this meeting. This meeting may occur in person, via teleconference call, or other method at the discretion of the Commission Project Manager.

Products: N/A

Due Date: July 6th, 2010

Task 2 — Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Permits must be identified in writing and obtained before the Recipient can incur any costs related to the use of the permits for which the Recipient will request reimbursement.

The Recipient shall prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Project Manager at least 2 working days prior to the kick-off meeting:

1. If there are no permits required at the start of this Agreement, then state such in the letter.
2. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
 - Type(s) of permit(s)
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
 - Schedule the Recipient will follow in applying for and obtaining these permits

The list of permits and the schedule for obtaining them will be discussed at the kick-off meeting and a timetable for submitting the updated list, schedule and the copies of the permits will be developed. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the progress reports.

If during the course of the Agreement additional permits become necessary, then provide the appropriate information on each permit and an updated schedule to the Commission Project Manager.

As permits are obtained, send a copy of each approved permit to the Commission Project Manager.

If during the course of the Agreement permits are not obtained on time or are denied, notify the Commission Project Manager within 5 working days.

Product: Letter documenting that no Permits are required (no draft)

Due Date: April 2, 2012

Product: Updated list of permits as they change during the approved term of the Agreement (no draft)

Due Date: As necessary, within 10 days of change

Product: A copy of each approved Permit (no draft)

Due Date: As necessary, within 10 days of receipt of each permit

Task 2a — Submission of Waste Management Plan

The goal of this task is to submit a Waste Management Plan to the Commission Project Manager prior to the proposed project activities generating any waste. This Waste Management Plan will describe the Recipient's plan to dispose of any sanitary or hazardous waste generated by the proposed project activities. Sanitary and hazardous waste includes, but is not limited to, construction and demolition debris, old light bulbs, fluorescent ballasts and lamps, piping, roofing material, discarded equipment, debris, and asbestos.

The Recipient's Waste Management Plan must comply with all federal, state, and local laws and regulations governing waste disposal.

Products: Waste Management Plan (no draft)

Due Date: February 29, 2012

Task 2b — Award Subcontract

The goal of this task is to approve a subcontract for the purchase and installation of approved materials/equipment as identified in Attachment C-8 of this Agreement. All equipment must adhere to the requirements and specifications set forth in Exhibit 2 of the EECBG funding solicitation (PON-09-001). A listing of the specific materials/equipment purchased shall be documented in the next monthly progress report submitted under this Agreement.

NOTE: The list of materials and equipment identified in Attachment C-8 includes the total possible universe of materials and equipment that the Recipient may purchase with EECBG funds. The Recipient may not purchase any material or equipment that is not on this list. The Recipient may purchase more or less of a certain type of material or equipment than the exact number listed in Attachment C-8, provided that such modifications are made in accordance with the rules governing changes to the Agreement in the terms and conditions of this Agreement. These restrictions do not apply to materials and equipment which are entirely paid for with cost share funds.

NOTE: The requirement to submit copies of all executed subcontracts applies to all subcontracts for services to achieve the objectives of this Agreement, including subcontracts paid for entirely with cost share funds.

Products: Copy of Executed Subcontract (no draft)

Due Date: April 30, 2012

Task 2c — Submit Prevailing Wage Rates and Weekly Certified Payrolls

Within 30 days or less after execution of any subcontract for services under this Agreement the Recipient must submit to the Commission Project Manager a copy of applicable wage determinations for any and all labor and mechanic work to be performed under the subcontract.

The Recipient must also submit to the Energy Commission on a weekly basis a copy of all certified payrolls prepared for all subcontractors and lower tier contractors. The terms and conditions of this Agreement provide the required specifications.

These requirements apply to all subcontracts for services to achieve the objectives of this Agreement, including subcontracts paid for entirely with cost share funds.

Products: Copies of Applicable Wage Determinations (no draft)

Due Date: February 29, 2012 OR within 30 days or less after execution of any subcontract for services under this Agreement

Products: Weekly Certified Payrolls of All Lower Tier Contractors (no draft)

Due Date: Weekly for each week in which any Contract work is performed during the term of the Agreement

Task 2d — Historic Preservation

Prior to the expenditure of EECBG Program funds to alter any structure or site, the Recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA). In order to fulfill the requirements of Section 106, the Energy Commission and the Recipient must consult with the California State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to ensure that proposed projects will have no adverse effects on any historic resources. The Energy Commission has executed a Programmatic Agreement with the SHPO to streamline the Section 106 consultation process. Under the Programmatic Agreement, the Energy Commission will evaluate projects to determine whether such projects are categorically excluded from the SHPO's direct review and consultation.

In order for the Energy Commission to determine whether a given project is categorically excluded from the SHPO's direct review and consultation, the applicant must prepare a Consultation Package for each project proposed under this grant, unless the project obtained SHPO clearance prior to grant approval. The Energy Commission will provide the required specifications for the Consultation Package.

Products: Consultation Package

Due Date: August 4th, 2010

Task 3 — Install Equipment

The goal of this task is to install the purchased equipment in Task 2b above.

The Recipient shall ensure that the subcontractor will install the approved equipment. A listing of the equipment installed shall be documented in the next monthly progress report submitted under this Agreement. As appropriate, photographs should be submitted to the Energy Commission Project Manager to verify that installation has been completed. For very large projects, a sampling of photos may be used to

document installation. Recipients shall work with the assigned Energy Commission Project Manager to ensure sufficient verification is provided.

Products: Photographs of Installed Equipment (no draft)

Due Date: May 25th, 2012

Task 4 — Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement.

The Recipient shall prepare progress reports which summarize all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. The terms and conditions of this Agreement provide the required specifications.

Products: Monthly Progress Reports (no draft)

Due Date: By the 3rd day of each month until submission of the final report.

Task 5 — Final Report

The goal of this task is to prepare a comprehensive written Final Report that describes the original purpose, approach, results and conclusions of the work done under this Agreement. The Commission Project Manager will review and approve the Final Report.

A Draft Final Report shall be submitted to the Commission Project Manager no later than the Draft Final Report Due Date. The terms and conditions of this Agreement provide the required specifications.

The Commission Project Manager will review the Draft Final Report. The Recipient will incorporate applicable comments and submit the Final Report (the original and two copies) to the Commission Project Manager for review and approval. Upon receipt of the Final Report, the Commission Project Manager shall ensure that all work has been satisfactorily completed.

The Final Report must be completed on or before the Final Report Due Date.

The Final Report shall be a public document.

Product: Draft Final Report

Due Date: May 25th, 2012

Product: Final Report

Due Date: June 14, 2012

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 contractors performance of the contract.

GC-10 Existing Utilities

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

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

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

GC-11 Rights-of-Way

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

GC-12 ***Construction Schedule and Periodic Estimates***

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

GC-13 ***Reports***

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

GC-14 ***Prosecution of Work***

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

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

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

GC-15 ***Starting of Work***

The contractor shall begin work within fifteen (15) calendar days from the date of the "Notice to Proceed" and shall diligently prosecute the same to completion before the

expiration of the number of calendar days provided herein. Prior to the commencement of work a preconstruction conference will be mutually scheduled by the City and contractor, but in no case later than ten (10) calendar days from the date of the "Notice to Proceed".

GC-16 Contractor's Responsibility for Work

- (a) Until the formal acceptance of the work by the City, the contractor shall have the charge and care thereof, and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the work. The contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.
- (b) Neither the City, the Engineer nor their authorized representatives shall be answerable or accountable in any manner for any loss or damage that may happen to the work, or for any injury or damage to any person or persons, either workman or the public, or for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.
- (c) The contractor shall indemnify and save harmless the City, the Engineer, and their authorized representatives from any suits, claims, or actions brought by any person or persons for or on account of any injuries or damages sustained or arising in the construction of the work or in consequence thereof. The City may retain as much of the money due the contractor as shall be considered necessary until disposition has been made of any such suits or claims for damages as aforesaid.

GC-17 Public Convenience and Safety

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

Residents along the street shall be provided passage as far as practicable. Convenient access to driveways, houses, and buildings along the street shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than

one crossing or intersecting street shall be closed at any one time without the approval of the Engineer.

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

GC-18 ***Protection of Utilities***

(a) *Protection of Utility Facilities*

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

(b) *Existing Utilities*

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

(c) *Relocation of Existing Utilities*

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

The following utility companies are affected by this section:

Verizon
520 South China Lake Boulevard
Ridgecrest, California 93555
Attn: Donald Chung

Mediacom Cablevision
543 Inyokern Road
Ridgecrest, California 93555
Attn: Walter Gerber

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

IMC Global
13200 Main Street
Trona, California 93562

Pacific Gas and Electric
530 South China Lake Boulevard
Ridgecrest, California 93555
Attn: Les Ingle

Southern California Edison
510 South China Lake Boulevard
Ridgecrest, California 93555
Attn: Dean Blackwell

(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 contractor's 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 Contractor.

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

GC-41 Samples and Tests

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

All tests of materials furnished by the contractor shall be made by the Engineer in accordance with commonly recognized standards of national organizations. The contractor shall furnish such samples of all materials as are requested by the Engineer without charge. No material shall be used unless it has been approved by the Engineer.

GC-42 Wage Scales

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

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

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

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

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

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

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

The contractor shall comply with the provisions of California Labor Code Section 1775 and shall forfeit to the City **FIVE HUNDRED DOLLARS (\$500.00)** for each calendar day or portion thereof for each workman paid less than the stipulated prevailing rates for any work done under this contract by him or by any subcontractor. The City shall withhold amounts so forfeited pursuant to Section 1727 of the California Labor Code.

GC-44 ***Apprentices***

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

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

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

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

The contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

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

GC-45 Qualification for Employment

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

GC-46 Nondiscrimination

There shall be no discrimination by reason of race, religious creed, color, national origin, ancestry, physical handicap, medical conditions, marital status, sex, age, or

political affiliations in the employment of persons qualified by training and experience for work on the project under this contract.

GC-47 Collective Bargaining

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

GC-48 Accident Prevention

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

GC-49 Sanitary Facilities

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

GC-50 Authority of the Engineer

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

GC-51 Inspection

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

All work done under this contract will be subject to rigid inspection. The Engineer shall have access to all parts of the work at all times. Work or material that does not conform to the specifications may be rejected at any stage of the work. The contractor shall

remove and rebuild at his own expense any part of the work that has been improperly executed.

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

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

GC-52 Interpretation of Specifications

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

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

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

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

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

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

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

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

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

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

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

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

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

GC-59 ***Monuments***

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

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

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

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

The quantities stated are approximate only and are subject to either increase or decrease and are stated only for the purpose of comparing bids and fixing the amount of surety bonds. Should the quantities of any of the items be increased, the bidder shall perform the additional work at the unit prices set out in his bid, and should the quantities be decreased, payment will be made on actual quantities installed at such unit prices and the bidder shall make no claim for anticipated profits or additional compensation for any increase or decrease in the quantities. Actual quantities will be determined upon the completion of the work covered by the contract.

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

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

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

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

- (b) In preparing estimates, ninety percent (90%) of the material delivered on the site and preparatory work done may be taken into consideration.
- (c) Upon receipt of a payment request, the City shall:
 - (1) Review the request as soon as practicable after receipt for the purposes of determining that the payment request is a proper payment request.
 - (2) Return any payment request determined not to be a proper payment request suitable for payment within seven (7) days after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

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

- (d) The making of any payment to the contractor under this contract shall not relieve the contractor of his obligations hereunder. The contractor is obligated to complete the contract in its entirety and to deliver to the City such completed work, finished product, or structure as is specified in the contract. Until this contract is fully performed by the contractor, and the work, product or structure produced thereby is accepted by the City, the contractor shall be obligated to repair, replace, restore, or rebuild any fully or partially completed work or structure, or any materials or equipment required to be provided under the contract which may be damaged, lost, stolen, or otherwise injured in any way.
- (e) The contractor shall notify the Engineer in writing of the completion of the work. The completion date, for purposes of computing "Time for Completion" and liquidated damages, if any, will be considered to be the date of the contractor's first written Notice of Completion provided that in the Engineer's judgment, the work is substantially complete and operational at that time.

- (f) Within sixty (60) days after the date of completion of the work of improvement, the retention withheld by the City shall be released. In the event of a dispute between the City and the original contractor, the City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount. For purposes of this section, "completion" means any of the following:
- (1) The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the City, or its agent, accompanied by cessation of labor on the work of improvement.
 - (2) The acceptance by the City, or its agents, of the work of improvement.
 - (3) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of one hundred (100) days or more, due to factors beyond the control of the contractor.
 - (4) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of thirty (30) days or more, if the City files for record a notice of cessation or a notice of completion.

GC-64 City's Right to Withhold Amounts

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

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

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

determination of the claim or claims. The City will render to the contractor a proper accounting of such funds disbursed on behalf of the contractor.

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

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

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

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

Extra work or material, in excess of one hundred twenty five percent (125%) of the Engineer's Estimate, shall be paid for at lump sum and/or unit prices agreeable to the Engineer or if no agreement is possible the charges will be on the basis of actual necessary costs as determined by the Engineer plus fifteen percent (15%) for profit, superintendence, and general expenses. The actual necessary cost will include all reasonable expenditures for materials, labor, and supplies furnished by the contractor, and a reasonable allowance for the use of equipment where required but will in no case include any allowance for office expenses, general superintendence, or other general expense.

Should the total pay quantity of any item of work required under the contract be less than seventy five percent (75%) of the Engineer's Estimate therefor, the quantity of said item performed will be paid for by adjusting the contract unit price, or at the option of the Engineer, payment for the quantity of the work of such item performed will be made on the basis of extra work as herein provided. The payment for the total pay quantity of

such item of work will in no case exceed the payment which would be made for the performance of seventy five percent (75%) of the Engineer's Estimate of the quantity for such item at the original contract unit price.

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

GC-66 ***Costs to the Contractor***

- (a) It is understood that, except as otherwise specifically stated in the contract, the contractor shall provide and pay for all materials including all taxes or duties levied thereon, labor, tools, equipment, water, light, power, transportation, superintendence, insurance, bonds, and temporary construction of every nature whatsoever necessary to execute and complete the contract within the specified time.
- (b) Any work necessary to be performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City. The City will charge the contractor for additional inspection and engineering costs incurred as a result of this extra time worked.
- (c) The contractor shall at his own expense construct such roadways, embankments, shoring, temporary supports, and falsework as may be required for proper prosecution of the work under this contract.
- (d) Whenever in the opinion of the City there shall arise outside of the regular working hours an emergency involving service to the public or danger to public safety as the result of operations by the contractor, such emergency work shall be performed by the City and its cost borne by the contractor. The performance of such emergency work by City forces will not relieve the contractor of any of his responsibilities, obligations, or liabilities under the contract. Charges assessed by the City will be deducted from the next earnings payment due the contractor.

GC-67 ***Withheld Contract Funds***

The contractor may, at his sole cost and expense, substitute securities for any monies which would otherwise be withheld by the City to insure performance under the

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

SPECIAL CONDITIONS

SC-1 Requirements

The work involves the replacement of high pressure sodium and metal halide walk-way and parking lot lights at the Civic Center for the City of Ridgecrest with energy efficient induction and LED lighting. 55 light fixtures will be retrofitted.

SC-2 Plans and Technical Specifications

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

SC-3 Bidding and Contract Schedule

Bids will be accepted until **4pm on April 30th, 2012**. A bid will be accepted or all bids rejected within six (6) calendar days after the bid opening. The contract shall be signed and bonds furnished within one (1) calendar day 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 Twenty-Five (25) working days. Time extensions may be granted under provisions of paragraphs GC-28, GC-29, and SC-5. This working period includes what is considered to be sufficient time for the contractor to obtain materials for the job. Whenever in the opinion of the City there shall arise outside of regular working hours on the contract an emergency involving service to the public or danger to the public safety, the City's forces will handle such emergency work. If such emergency arises or is the result of operations by the contractor, cost of corrective measures will be billed to the contractor as provided in paragraph SC-6.

The performance of such emergency work by City forces will not relieve the contractor of any of his obligations or liabilities under the contract. Work shall be continued at all times by the contractor with such force and equipment as will be sufficient in the judgment of the Engineer to complete it within the specified time

SC-5 Failure to Complete Work Within Specified Time

Should the contractor fail to complete the work within the specified time designated in paragraph SC-4, plus extra time as may have been allowed for delays by formal extension granted by the City, a deduction of **five hundred dollars (\$500.00)** per working day will be made upon payments by the City to the contractor hereunder for each and every calendar day that the work remains incomplete after the date set for its completion.

SC-6 *Contract Payments*

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

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 submitted to and approved by the Engineer.

The contractor shall conduct his operations so as to offer the least possible obstruction and inconvenience to the public and he shall have under construction no greater amount of work than he can prosecute properly with due regard to the rights of the public.

Temporary approaches at private driveways shall be provided as needed and when ordered by the Engineer and shall be kept in good condition. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately at the contractor's expense.

General Traffic Control Requirements

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

SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer," "SHA resident engineer," or "authorized representative of the SHA," such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

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

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

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

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

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

Schedule B—Information for Determining Joint Venture Eligibility

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

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

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

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

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

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.

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

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

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SUBMIT WITH BID

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

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

a. Financial decisions _____

b. Management decisions, such as:

1. Estimating _____

2. Marketing and sales _____

3. Hiring and firing of management personnel _____

4. Purchasing of major items or supplies _____

c. Supervision of field operations _____

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

Affidavit

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

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 08-07-95

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

Date _____

State of _____

County of _____

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

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

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

Notary Public _____

Commission expires _____

[Seal]

SUBMIT WITH BID

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

(Exclusive of Appalachian Contracts)

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

dance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant

of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 26, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such

records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit

as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available

may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding re-

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garding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized

for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not

required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract,

grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall

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

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women
(applies nationwide).....(percent) 6.9

The following are goals for minority utilization:

CALIFORNIA ECONOMIC AREA

	Goal (Percent)
174 Redding, CA:	
Non-SMSA Counties	6.8
CA Lassen; CA Modoc;	
CA Plumas; CA Shasta;	
CA Siskiyou; CA Tehama.	
175 Eureka, CA:	
Non-SMSA Counties	6.6
CA Del Norte; CA Humboldt;	
CA Trinity.	
176 San Francisco-Oakland-San Jose, CA:	
SMSA Counties:	
7120 Salinas-Seaside-	
Monterey, CA.....	28.9
CA Monterey.	
7360 San Francisco-Oakland, CA.....	25.6
CA Alameda; CA Contra Costa;	
CA Marin; CA San Francisco;	
CA San Mateo.	
7400 San Jose, CA.....	19.6
CA Santa Clara.	
7485 Santa Cruz, CA.....	14.9
CA Santa Cruz.	
7500 Santa Rosa, CA.....	9.1
CA Sonoma.	
8720 Vallejo-Fairfield- Napa, CA	17.1
CA Napa; CA Solano	
Non-SMSA Counties.....	23.2
CA Lake; CA Mendocino;	
CA San Benito.	

177 Sacramento, CA:	
SMSA Counties:	
6920 Sacramento, CA.....	16.1
CA Placer; CA Sacramento;	
CA Yolo.	
Non-SMSA Counties.....	14.3
CA Butte; CA Colusa;	
CA El Dorado; CA Glenn;	
CA Nevada; CA Sierra;	
CA Sutter; CA Yuba.	
178 Stockton-Modesto, CA:	
SMSA Counties:	
5170 Modesto, CA	12.3
CA Stanislaus.	
8120 Stockton, CA.....	24.3
CA San Joaquin.	
Non-SMSA Counties.....	19.8
CA Alpine; CA Amador;	
CA Calaveras; CA Mariposa;	
CA Merced; CA Tuolumne.	
179 Fresno-Bakersfield, CA:	
SMSA Counties:	
0680 Bakersfield, CA.....	19.1
CA Kern.	
2840 Fresno, CA	26.1
CA Fresno.	
Non-SMSA Counties.....	23.6
CA Kings; CA Madera;	
CA Tulare.	
180 Los Angeles, CA:	
SMSA Counties:	
0360 Anaheim-Santa Ana-Garden	
Grove, CA.....	11.9
CA Orange.	
4480 Los Angeles-Long	
Beach, CA	28.3
CA Los Angeles.	
6000 Oxnard-Simi Valley-	
Ventura, CA	21.5
CA Ventura.	

6780 Riverside-San Bernardino- Ontario, CA	19.0
CA Riverside; CA San Bernardino.	
7480 Santa Barbara-Santa Maria- Lompoc, CA	19.7
CA Santa Barbara.	
Non-SMSA Counties.....	24.6
CA Inyo; CA Mono; CA San Luis Obispo.	

181 San Diego, CA:

SMSA Counties	
7320 San Diego, CA.....	16.9
CA San Diego.	
Non-SMSA Counties.....	18.2
CA Imperial.	

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

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*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL
SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE
CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SUBMIT WITH BID

Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of RIDGECREST
DEPARTMENT OF PUBLIC WORKS.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

SUBMIT WITH BID

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

SUBMIT WITH BID

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

SUBMIT WITH BID

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only: year ____ quarter ____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="padding-left: 100px;">Tier _____, if known</p> <p style="padding-left: 40px;">Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p style="padding-left: 40px;">Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p style="padding-left: 40px;">CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>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:</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>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.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Authorized for Local Reproduction Standard Form - LLL</p>		

Federal Use Only:

Standard Form LLL Rev. 09-12-97

SUBMIT WITH BID

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

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

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
SF-LLL-Instructions Rev. 06-04-90«ENDIF»

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

2-1.015--FEDERAL LOBBYING RESTRICTIONS.-- Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid book. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Bid book. Signing the Bid book shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE).—This project is subject to Title 49 CFR 26.13(b):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the Agency specifies a goal for Underutilized Disadvantaged Business Enterprises (UDBEs). UDBE is a firm that meets the definition of DBE and is a member of one of the following groups:

1. Black Americans
2. Native Americans
3. Asian-Pacific Americans
4. Women

References to DBEs include UDBEs, but references to UDBEs do not include all DBEs.

Make work available to UDBEs and select work parts consistent with available UDBE subcontractors and suppliers.

Meet the UDBE goal shown in the Notice to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the UDBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm

Only UDBE participation will count towards the UDBE goal. DBE participation will count towards the Agency's Annual Anticipated DBE Participation Level and the California statewide goal.

Credit for materials or supplies you purchase from UDBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a UDBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a UDBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a UDBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a UDBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55.

UDBE Commitment Submittal

Submit UDBE information on the "Local Agency Bidder-UDBE Commitment (Construction Contracts)," Exhibit 15-G(1), form included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the UDBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the UDBE Commitment form to the Agency. UDBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the UDBE Commitment form unless the Agency requests it. If the Agency requests you to submit a UDBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each UDBE stating that it is participating in the contract. Include confirmation with the UDBE Commitment form. A copy of a UDBE's quote will serve as written confirmation that the UDBE is participating in the contract.

If you do not submit the UDBE Commitment form within the specified time, the Agency finds your bid nonresponsive.

Good Faith Efforts Submittal

If you have not met the UDBE goal, complete and submit the "UDBE Information - Good Faith Efforts," Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by UDBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your UDBE Commitment form shows that you have met the UDBE goal or if you are required to submit the UDBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the UDBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to UDBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate UDBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to UDBE firms.
2. Names of certified UDBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the UDBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified UDBEs through all reasonable and available means and provide sufficient time to allow UDBEs to respond.
3. Name of selected firm and its status as a UDBE for each item of work made available. Include name, address, and telephone number of each UDBE that provided a quote and their price quote. If the firm selected for the item is not a UDBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested UDBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using UDBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested UDBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the UDBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested UDBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the UDBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the UDBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

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 55 WORKING DAYS beginning on the day that work commences.

The Contractor shall pay to the City of Ridgecrest the sum of \$ 500 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.1 LABOR NONDISCRIMINATION. -- Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

Required for ALL contracts administered under the Caltrans Standard Specifications. The contractor typically must pay the higher of either the State general prevailing wage rates or Federal minimum wage rates

5-1.2 PREVAILING WAGE. -- Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the City of Ridgecrest address. These wage rates are included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

5-1.3 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations.—The near edge of the excavation is 3.6 m or less from the edge of the lane, except:
 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 2. Excavations less than 0.3-m deep.
 3. Trenches less than 0.3-m wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles.—The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas.—Material or equipment is stored within 3.6 m of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 4.6 m from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 0.3-m transversely to 3 m longitudinally with respect to the edge of the traffic lane. If the 4.6-m minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Kilometers Per Hour)	Work Areas
Over 72 (45 Miles Per Hour)	Within 1.8 m of a traffic lane but not on a traffic lane
56 to 72 (35 to 45 Miles Per Hour)	Within 0.9-m of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

5-1.4 BUY AMERICA REQUIREMENTS. -- Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

5-1.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES. -- When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

5-1.6 SUBCONTRACTOR AND DBE RECORDS. -- The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" Form CEM-2402(F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month. This documentation shall be submitted on "Monthly DBE Trucking Verification" Form CEM-2404(F).

5-1.7 DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) indicating the DBEs' existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

5-1.8 PERFORMANCE OF SUBCONTRACTORS

The subcontractors listed by you in Bid book shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

UDBEs must perform work or supply materials as listed in the "Local Agency Bidder - UDBE Commitment" form specified under Section 2, "Bidding," of these special provisions. Do not terminate a UDBE listed subcontractor for convenience and perform the work with your own forces or obtain materials from other sources without prior written authorization from the Agency.

The Agency grants authorization to use other forces or sources of materials for requests that show any of the following justifications:

1. Listed UDBE fails or refuses to execute a written contract based on plans and specifications for the project.

2. You stipulate a bond is a condition of executing the subcontract and the listed UDBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed UDBE does not have a valid license under Contractors License Law.
4. Listed UDBE fails or refuses to perform the work or furnish the listed materials.
5. Listed UDBE's work is unsatisfactory and not in compliance with the contract.
6. Listed UDBE delays or disrupts the progress of the work.
7. Listed UDBE becomes bankrupt or insolvent.

If a listed UDBE subcontractor is terminated, you must make good faith efforts to find another UDBE subcontractor to substitute for the original UDBE. The substitute UDBE must perform at least the same amount of work as the original UDBE under the contract to the extent needed to meet the UDBE goal.

The substitute UDBE must be certified as a DBE at the time of request for substitution.

The Agency does not pay for work or material unless it is performed or supplied by the listed UDBE, unless the UDBE is terminated in accordance with this section.

5-1.9 SUBCONTRACTING

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of Ridgecrest may exercise the remedies provided under Pub Cont Code § 4110. The City of Ridgecrest may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.11 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.12 AUTHORITY OF U.S. COMPTROLLER GENERAL AND INSPECTOR GENERAL ON PROJECTS USING AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) FUNDS

In accordance with Section 902 of the ARRA of 2009, the U.S. Comptroller General and their representatives shall have the authority to do the following:

- (1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and their representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA of 2009, the Inspector General and their representatives shall have the authority to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

5-1.13 MONTHLY EMPLOYMENT REPORT (AMERICAN RECOVERY AND REINVESTMENT ACT)

For the purpose of complying with the American Recovery and Reinvestment Act of 2009, submit a completed Monthly Employment Report form by the 5th of each month for the previous month.

If you fail to submit a complete and accurate report, the Department withholds 2 percent of the monthly progress estimate. The Department does not withhold more than \$10,000 or less than \$1,000. The Department releases the withhold upon submission of the completed form.

The following is a copy of the Monthly Employment Report form:

MONTHLY EMPLOYMENT REPORT

CEM-1204 (NEW 03/2009) DLA Modified

<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">JOB STAMP</div>

**AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)
MONTHLY EMPLOYMENT REPORT**

See instructions that follow

1. CONTRACT NO.	2. FEDERAL-AID PROJECT NUMBER <i>(From special provisions)</i>				
3. FIRST DAY OF REPORTING PERIOD (mm/dd/yy):	4. REPORT MONTH (mm/yy)	5. CONTRACTING AGENCY City of Ridgecrest			
6. CONTRACTOR NAME AND ADDRESS					
7. EMPLOYMENT DATA					
	EMPLOYEES		HOURS		PAYROLL
	NEW HIRES	EXISTING EMPLOYEES	NEW HIRES	EXISTING EMPLOYEES	NEW HIRES EXISTING EMPLOYEES
PRIME CONTRACTOR DIRECT, ON-PROJECT JOBS					
SUBCONTRACTOR DIRECT, ON-PROJECT JOBS					
SUBCONTRACTOR NAME(S):					
PRIME AND SUBCONTRACTOR SUBTOTALS					
PRIME AND SUBCONTRACTOR TOTALS (NEW + EXISTING)					
8. CERTIFIED BY CONTRACTOR: <i>(Signature and Title)</i>					DATE
TO BE COMPLETED BY AGENCY OR AUTHORIZED REPRESENTATIVE					
9. REVIEWED BY CONTRACT ADMINISTRATOR: <i>(Signature and Title)</i>					DATE

COPY DISTRIBUTION: **Original** - Resident Engineer **Copy** - Contractor **Copy** - Caltrans District Local Assistance Engineer

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.

MONTHLY EMPLOYMENT REPORT

CEM-1204 (NEW 03/2009) DLA Modified

INSTRUCTIONS FOR COMPLETING ARRA MONTHLY EMPLOYMENT REPORT FORM

- BOX 1. *Contract Number.* The state-assigned project number or ID: district and expenditure authorization (EA).
- BOX 2. *Federal-aid Project Number.* The state-assigned federal-aid project number.
- BOX 3. *First Day of Reporting Period.* The first day of reporting period is the first day of the first payroll period of the month. If the beginning of the month splits the payroll period, then the report will include dates from the prior month as necessary to complete the payroll period.
- BOX 4. *Report Month.* The month and year covered by the report. Reported as “mm/yy” (e.g. May 2009 would be coded as “05/09.”).
- BOX 5. *Contracting Agency.* The name of the contracting agency. For state projects, enter Caltrans. For non-state projects, enter the name of the contracting agency (federal agency, tribe, MPO, city, county, etc.).
- BOX 6. *Contractor Name and Address.* The name and address of the contractor shall include the firm name, street address, city, state, and zip code.
- BOX 7. *Employment Data.*
Subcontractor Name(s). The name of each subcontractor that was active on the project for the reporting month.
Employees. The number of new hires and existing employees on the contractor’s workforce that month, and the number of new hires and existing employees for each of the active subcontractors that month. Do not include material suppliers. Reported as a whole number.
Hours. The total hours on the specified project for the new hires and existing employees on the contractor’s workforce that month, and the total hours for the new hires and existing employees for each of the active subcontractors that month. Reported as a whole number.
Payroll. The total dollar amount of wages paid by the contractor that month for employees on the specified project, and the total dollar amount of wages paid by each of the active subcontractors that month. Rounded to the nearest whole dollar and reported as a whole number. Refer to Section 9-1.03A(1), “Labor,” of the *Standard Specifications*.
Prime and Subcontractor Subtotals. The subtotal for number of employees, hours and payroll for new hires and existing employees for the contractor and listed subcontractor(s).
Prime and Subcontractor Totals (New + Existing). The total number of employees, hours and payroll for the contractor and listed subcontractor(s).
- BOX 8. *Certified by Contractor.*
Name. Contractor representative or person responsible for certification of the information included on the form. By completing the form, the authorized representative certifies that they are knowledgeable of the hours worked and employment status for all employees. Contractors are responsible to maintain data to support the employment form and make it available to the state should it request supporting materials.
Date. The date that the contractor completed the employment form. Reported as “mm/dd/yy.”
- BOX 9. *Reviewed by Contract Administrator.* (To be completed by the local agency or authorized representative.)
Name. Local agency representative, such as the resident engineer or contract manager, or authorized project representative responsible for reviewing the submitted form.
Date. The date that the state representative reviewed the form. Reported as “mm/dd/yy.”

**INSTRUCTIONS - LOCAL AGENCY BIDDER
UDBE COMMITMENT (CONSTRUCTION CONTRACTS) (Revised 03/09)**

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information may be submitted with your bid proposal. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by UDBEs. The UDBE should provide a certification number to the Contractor and expiration date. The form has a column for the Names of UDBE contractors to perform the work (who must be certified on the date bids are opened and include the UDBE address and phone number). Enter the UDBE prime's and subcontractors' certification numbers. Prime contractors shall indicate all work to be performed by UDBEs including, if the prime is a UDBE, work performed by its own forces.

IMPORTANT: Identify **all** UDBE firms being participating in the project regardless of tier. Names of the First Tier UDBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. Provide copies of the UDBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.

There is a column for the total UDBE dollar amount. Enter the Total Claimed UDBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of UDBE firms.

Exhibit 15-G (1) must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

Exhibit 15-G2 Local Agency Bidder DBE Information (Construction Contracts)
(Inclusive of all DBEs including the UDBEs listed at bid proposal)

(CONSTRUCTION CONTRACTS) (Revised 03/09)

SUCCESSFUL BIDDER:

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. The DBE should provide a certification number to the Contractor and expiration date. The DBE contractors should notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date bids are opened and include DBE address and phone number). Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces if a DBE.

IMPORTANT: Identify **all** DBE firms participating in the project--including all UDBEs listed on the UDBE Commitment form (Exhibit 15G(1)), regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the total DBE dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of DBE firms.

Exhibit 15-G (2) must be signed and dated by the successful bidder. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Award Date, Federal Share, Contract and Project Number fields, and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

CITY OF RIDGECREST

DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER

Submit this form with the Executed Contract. If you fail to submit your D-U-N-S Number, the City will not approve the contract

CONTRACT NUMBER:

CONTRACTOR NAME:

BUSINESS ADDRESS (D-U-N-S Number Location):

STREET: _____

CITY: _____

STATE: _____

ZIP CODE: _____

D-U-N-S Number: _____

Contact Name: _____

Telephone No: _____

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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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. ESPL-5385(038) and ESPL-5385(040) Bid Opening Date _____

The City of Ridgecrest established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of 4.45 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – UDBE Commitment” form indicates that the bidder has met the UDBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of UDBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE

SUBMIT WITH BID OR WITHIN FOUR BUSINESS DAYS OF BID OPENING

participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

SUBMIT WITH BID OR WITHIN FOUR BUSINESS DAYS OF BID OPENING

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

EXHIBIT 17-F FINAL REPORT UTILIZATION OF DISADVANTAGED BUSINESSES



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
LOCAL ASSISTANCE - FEDERAL - FINAL REPORT - UTILIZATION OF
DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER

SUBCONTRACTORS

Revised 8/04

CONTRACT NUMBER		COUNTY	LOCATION	PROJECT DESCRIPTION	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY			CONTRACT COMPLETION DATE	
PRIME CONTRACTOR/CONSULTANT				BUSINESS ADDRESS		FEDERAL SHARE (For local agency to complete) \$			FINAL CONTRACT AMOUNT \$	
CONTRACT ITEM No.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	SUBCONTRACTOR NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER & EXP. DATE	CONTRACT PAYMENTS					FEDERAL SHARE \$	
				NON-DBE	DBE	DBE (MINORITY)	DBE (NON- MINORITY WOMEN)	DBE (MINORITY WOMEN)	DATE WORK COMPLETE	DATE OF FINAL PAYMENT
\$ _____ ORIGINAL DBE COMMITMENT _____ Original DBE %				TOTAL PAYMENTS	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	DBE GOAL ATTAINMENT _____
List all First Tier Subcontractors and all Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on the back of the form. List actual amount paid to each of the DBE even if different than originally listed for goal credit.										
CONTRACTOR/CONSULTANT REPRESENTATIVE'S SIGNATURE						BUSINESS PHONE NUMBER			DATE	
RESIDENT PROJECT ENGINEERS SIGNATURE						BUSINESS PHONE NUMBER			DATE	
AGENCY										

Distribution: (1) Original plus one copy included in the Report of Expenditures - DLAE
(2) Copy - Local Agency files

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		<i>Age of Firm (Yrs.)</i>
<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		<i>Age of Firm (Yrs.)</i>
<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		<i>Age of Firm (Yrs.)</i>
<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		<i>Age of Firm (Yrs.)</i>

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>Age of Firm (Yrs.)</i>
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		
<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>Age of Firm (Yrs.)</i>
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		
<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>Age of Firm (Yrs.)</i>
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		
<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>Age of Firm (Yrs.)</i>
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		

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SUBMIT WITH BID

5-1.14 PAYMENTS. -- Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work, which will be recognized for progress payment purposes.

Clearing and Grubbing	\$ <u>0</u>
Develop Water Supply	\$ <u>0</u>
Roadside Clearing	\$ <u>0</u>

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.