

PROJECT MANUAL

FOR

ASPEN ROAD PAVING PROJECT

Project No. 9098

MONO COUNTY, CALIFORNIA



***Invitation for Bids
Instructions to Bidders
Proposal Forms
Standard Agreement
Special Provisions
Technical Specifications
Construction Quality Assurance Program***

CONTRACTING AGENCY:

COUNTY OF MONO

Department of Public Works

Post Office Box 457

74 North School Street

Bridgeport, California 93517

760.932.5440

OPTIONAL PRE-BID CONFERENCE:

11:00 am, Tuesday, June 25, 2013
Public Works Conference Room
74 North School Street
Bridgeport, California 93517

BID SUBMITTAL DEADLINE:

4:30 pm, Monday, July 15, 2013
Clerk of the Board of Supervisors
74 North School Street / P.O. Box 715
Bridgeport, California 93517

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CERTIFICATION PAGE

*ASPEN ROAD
PAVING PROJECT
Project No. 9098*

These contract documents, plans, specifications and special provisions contained herein have been prepared by, or under the direction of, the following registered civil engineer:

GARRETT RALPH HIGERD
C 70926

Date

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PAVING PROJECT
Project No. 9098*

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SECTION I

INVITATION FOR BIDS AND PROPOSAL

INVITATION FOR BIDS

*ASPEN ROAD
PAVING PROJECT
Project No. 9098*

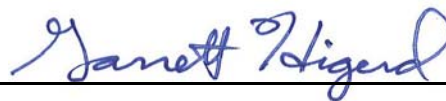
Notice is hereby given that the Mono County Department of Public Works calls for bids from qualified General Engineering or Earthwork and Paving contractors for the Aspen Road Paving Project. The major work items of this Project are the repaving of Aspen Road, which is further described in the Project Manual.

The Project Manual and Project Plans provide in detail the County's requirements for the project. Project documents are available on the Mono County Bid Management System. To access the system go to www.bids.monocounty.ca.gov and click on "view details" to the right of the project in the RFP/RFQ/RFB Title list. This page shows the project summary, status, bid due date, up-to-date planholders list, and supporting documents. If you would like to be added to the planholder list and receive email notices when addenda are posted, click "Click here to create a new user account." After registering your company, click "Add me to the Planholder List." You can ask questions about the project by clicking "Ask a question about this solicitation." If you would like assistance registering and using the Bid Management System, please contact us at 760.932.5440 or publicworks@mono.ca.gov.

Each bid shall be made on the proposal forms contained in the Project Manual and must be accompanied by bid security in the amount of not less than 10 percent of the total bid. If this Invitation for Bids results in the award of a contract, pursuant to Section 22300 of the Public Contract Code the successful Bidder may substitute securities for any moneys withheld by the County of Mono to ensure performance under this contract.

An **optional** pre-bid conference and site visit will be held at the offices of the Mono County Department of Public Works, 74 North School Street, Bridgeport, California. The meeting is scheduled for 11:00 AM, June 25, 2013.

Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 715, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California. In either event, to be considered bids must be **received** by the Clerk of the Board of Supervisors no later than 4:30 PM, July 15, 2013. As soon thereafter as is practicable, all bids received by the Clerk as of the bid submission deadline will be taken to the Department of Public Works conference room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend.



Garrett Higerd, PE
Senior Engineer
Mono County Department of Public Works

INSTRUCTIONS TO BIDDERS

*ASPEN ROAD
PAVING PROJECT
Project No. 9098*

1. SECURING BID DOCUMENTS

The Project Manual (Invitation for Bids, Instructions to Bidders, Proposal Forms, Standard Agreement, Special Provisions, and Technical Specifications) and Project Plans, all of which comprise the Contract Documents, provide in detail the County's requirements for the project. Contract documents are available on the Mono County Bid Management System. To access the system go to <http://bids.monocounty.ca.gov/> and click on "view details" to the right of the project in the RFP/RFQ/RFB Title list. This page shows the project summary, status, bid due date, up-to-date planholders list, and supporting documents. If you would like to be added to the planholder list and receive email notices when addenda are posted, click "Click here to create a new user account." After registering your company, click "Add me to the Planholder List." You can ask questions about the project by clicking "Ask a question about this solicitation." If you would like assistance registering and using the Bid Management System, please contact us at 760.932.5440 or publicworks@mono.ca.gov.

2. PRE-BID CONFERENCE

An **optional** pre-bid conference will be held at the County of Mono Department of Public Works, 74 North School Street, Bridgeport, California. The meeting is scheduled for **11:00 am on Tuesday, June 25, 2013**. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference based on severe weather and/or road conditions, all plan-holders will be notified in advance.

3. INTERPRETATION OF PROJECT PLANS AND SPECIFICATIONS

- A. For information not provided in the Project Manual or the Project Plans, the Bidder shall refer to the Standard Plans or Standard Specifications.
- B. Should a Bidder find discrepancies in, ambiguities, or omissions from, the Project Manual and Project Plans, or should there be any doubt as to their meaning, it shall at once notify the Public Works Director and, should it be found necessary, a written addendum or bulletin of instructions will be sent to all plan-holders and posted on our web site. Failure to raise such concerns prior to the submission of a bid will be deemed to waive such issues following the award of a contract.
- C. No representative of the County or its agent, or anyone else, is authorized to give oral instructions, interpretations, or explanations of the Project Manual and Project Plans, and a submission of a bid constitutes agreement by the Bidder that it's representative has placed no reliance on any such oral explanation or interpretation. Oral instructions may, however, be given by the County or its agent upon inquiry by a Bidder to direct the Bidder's attention to the specific provisions of the Project Manual or Project Plans that cover the subject of the inquiry.

4. APPROXIMATE QUANTITIES

The quantities given in the Bid Schedule are approximate only, being given as a basis for the comparison of bids. The County does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary.

5. PROPOSALS

- A. For bids to receive consideration, they shall be made in accordance with the Invitation for Bids, the Proposal Forms, and these Instructions to Bidders. All bids shall be submitted on the unaltered Proposal Forms contained in the Project Manual with all items completely filled out with typewritten or legible handwritten responses, and be accompanied by the Bidder's Qualifications Statement (BD-9 through BD-16). Signatures of all persons signing shall be in longhand. The completed Bid Proposal forms shall be without interlineations, alterations, or erasures.
- B. ALL BID SUBMITTALS SHALL REMAIN BOUND TOGETHER. Proposal Forms (contained herein on pages BD-1 through BD-18) may be separated from the Project Manual for purposes of bid submittal.
- C. Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No oral, telegraphic, or telephonic proposals or modifications will be considered. Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection.
- D. Bidders are advised that there is limited funding available for this project. After bid opening, the County will determine available funding and if it chooses to do so, will award a contract for construction of the project. For purposes of comparing bids and determining the apparent low Bidder the County will use the amount entered as the "Bidder's Grand Total" on page BD-3.
- E. Each bid is to be in accordance with the Contract Documents. Before submitting a bid, Bidders shall carefully read this Project Manual, including the form of the Standard Agreement, and the Project Plans, and inform themselves fully as to all existing conditions and limitations, which must include a visit to the site of the work, and shall include in the bid a sum to cover the cost of all work contemplated in the Contract Documents. The submission of a bid shall be conclusive evidence that the Bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Project Manual and Project Plans. The submission of a bid shall also be conclusive evidences that the person signing the Proposal Form is authorized to bind or obligate the Bidder to any agreement.
- F. Bidder's' attention is directed to the insurance and bond requirements described below and as provided in the Standard Agreement. It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine the availability of surety bonds, insurance certificates, and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low Bidder fails to comply strictly with the bonding and insurance requirements, that Bidder may be disqualified from award of the contract and its bid security may be forfeited. The cost of such bonds and insurance shall be included in the Bidder's bid.
- G. Each Bidder shall inform itself of, and the Bidder awarded the contract shall comply with, all federal, state, and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, fair labor practices, equal opportunity, drug-free workplace, construction and building, Americans with Disabilities Act, protection of public and employee health and safety, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.
- H. Bid Forms (pages BD-1 through BD-18) and Bidder's bid security must be received in a sealed, opaque envelope clearly labeled with ASPEN ROAD printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission will not be considered.
- I. To be considered, bids must be **received** by the Clerk of the Board of Supervisors no later than 4:30 pm, Monday, July 15, 2013. Bids may be mailed to the Clerk of the Board of Supervisors,

P.O. Box 715, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California, 93517.

- J. Bidders are advised that due to the remote nature of central Mono County, “overnight” delivery by the US Postal Service, UPS, FedEx, and other carriers is actually scheduled as a two-day delivery. Bidders should also take potential holiday mail delays into consideration.

6. MODIFICATION OF BID

A Bidder may modify its bid by written communication provided such communication is received by the Board Clerk up to, but not later than, the bid-submission deadline described above. The written communication shall not reveal the bid price but shall state the amount of addition or subtraction or other modification so that the final prices or terms will not be known by the County until the sealed bid is opened.

7. WITHDRAWAL OF BID

Bids may be withdrawn without prejudice by the Bidder up to, but not later than, the time fixed for the bid submission deadline. Such withdrawal may be made by written letter or by email or facsimile (fax) request. Such request shall be signed by an authorized representative of the Bidder. Bids so withdrawn will be returned unopened to the Bidder by the County. Bids withdrawn following bid opening shall be permitted only as allowed by the Public Contract Code and may subject the accompanying bid security to forfeiture and retention by the County as in the case of failure to execute the awarded contract as provided below. Negligence on the part of the Bidder in preparing the bid shall not empower the Bidder to withdraw the bid subsequent to the opening of bids.

8. AGREEMENT AND BONDS

- A. Bidders are required to submit, along with the Proposal Forms, a certified or cashier’s check or bidder’s bond in an amount of at least 10 percent (10%) of the bid made payable to the County of Mono. This security shall be given as a guarantee that the Bidder will enter into a contract if awarded the work, and may be forfeited by the Bidder and retained by the County if the Bidder refuses, neglects, or fails to enter into said contract (including a failure to provide required insurance certificates and bonds) within seven calendar days after award of contract by the County.
- B. The successful Bidder will be required to furnish a labor and materials bond in an amount equal to 100 percent of the contract price, and a faithful performance bond in an amount equal to 100 percent of the contract price. In addition, the successful Bidder, as Contractor, will be required to furnish a one-year warranty bond upon project completion, pursuant to the requirements in the Standard Agreement and the Special Provisions. Only surety bonds issued by an Admitted Surety Insurer, as defined in Paragraph 11 of the Standard Agreement (sample below), will be accepted. Bonds shall be in a form acceptable to the Mono County Counsel; a sample of an acceptable form of each type of bond required is included with this Project Manual.
- C. The Contract Documents include a Standard Agreement, which the successful Bidder, as Contractor, will be required to execute, and the insurance and bonds, which he will be required to furnish.
- D. All alterations, extensions of time, extra and additional work, and other changes authorized by the County consistent with applicable provisions of the Contract Documents, may be made without securing the consent of the surety or sureties on the contract bonds.

9. OPENING OF BIDS

As soon after the bid-submission deadline as is practicable to do so, all bids received before that deadline that comply with the specifications of Section 5.H. and 5.I. above will be taken to the Public Works conference room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend. Any bids received after the bid-submission deadline will be returned to the Bidder unopened.

10. BID EVALUATION

After all bids are opened and publicly announced, personnel from the Mono County Department of Public Works (Public Works) will evaluate the bids, identify the lowest responsive bid by a responsible Bidder, and distribute to all bidders a Notice of Intent to Award the contract to that identified Bidder along with a ranked tabulation of all bid amounts submitted. In the event of a discrepancy between the numeric total bid written and the numeric total bid calculated, the bid amount calculated by multiplying each item quantity by the unit price and then adding each item of the proposal shall prevail.

Bid evaluation will consist of reviewing submitted bids for responsiveness, ranking the responsive bid amounts from lowest to highest, and investigating whether the apparent low Bidder, and such other Bidders as Public Works deems appropriate, appears to be a "responsible bidder." Said investigation will involve checking the Contractor's and any listed subcontractor's license status and eligibility to contract for public works, and may also include a request for Bidder references and/or insurance certificates, a request for documents demonstrating the Bidder's solvency and available resources to timely complete the work, and consideration of the Bidder's performance on any prior contracts with the County. The County reserves the right to waive any informality or irregularity in any bid.

11. BID PROTEST PROCEDURE

A bid protest period shall commence immediately upon distribution of the Notice of Intent to Award the contract, during which time any interested person or entity may file a protest in accordance with the directions below with respect to that apparent low bid, or to any other bid submitted, and/or with respect to the qualifications or responsibility of the apparent low Bidder, or of any other Bidder.

Bidders who wish to lodge a protest as to the award of the contract must do so before 4:30 p.m. of the 5th business day following the date of the Notice of Intent to Award the contract. Bid protests must be received by the Mono County Department of Public Works, located at 74 North School Street, Post Office Box 457, Bridgeport, California, 93517, before the bid protest deadline. Delivery may be by mail or hand delivery to this address, or by facsimile (fax) to 760.932.5441, or by email to ghigerd@mono.ca.gov. Failure to timely file a written protest shall constitute a waiver of the right to protest. Untimely protests will not be accepted or considered.

Bid protests must be submitted in writing to the Director of the Department of Public Works and include the following: 1) the name of the person or entity making the protest, 2) the name of the bid project, 3) a complete statement of all legal and factual grounds for the protest, 4) any documentation supporting the protestor's grounds for the protest, and 5) the form of relief requested and the legal basis for such relief.

If a valid protest is timely filed, the Department of Public Works shall investigate the bid protest. The protested Bidder shall have three (3) business days to respond to the Department and to provide any information requested by the Department. The Department shall respond to the protesting party, stating its findings. The Director of the Department of Public Works shall make a recommendation to the Board of Supervisors regarding the bid protest.

The protest procedure described herein must be pursued and exhausted before any person or entity may commence litigation against the County of Mono, or any of its officers, agents, or employees related to or arising out of the award of a contract for the construction of the project to a Bidder whose winning bid could have been the subject of a protest as outlined above.

12. AWARD OR REJECTION OF BIDS

- A. After expiration of the bid protest deadline, the County may, in its discretion: Award a contract notwithstanding the filing of a bid protest; refrain from awarding a contract pending resolution of any or all bid protests; or otherwise proceed as it deems appropriate, including without limit rejecting all bids received. If it chooses to award one, the County shall award the contract to the Bidder found responsible by the County which has submitted the lowest responsive bid. Bidders are advised that should this Invitation for Bids result in the award of a contract, the contract will not be in force until it is approved and fully executed by the County and the Bidder.
- B. Payment under any contract resulting from this Invitation for Bids will be consistent with the contract agreement, a sample of which has been provided with this Invitation for Bids. Any contract awarded as a result of this Invitation for Bids will be awarded without discrimination based on race, color, religion, age, sex, sexual orientation, or national origin.
- C. Contract award, if made, is anticipated to occur within two weeks after the date of bid opening but could, however, occur up to 60 days after said date. In such an event, all Bidders will be notified in writing that additional time will be required. No bid can be withdrawn during that period unless such withdrawal is authorized under the Public Contract Code and the bid security shall remain in full force and effect. Mono County assumes no responsibility for any costs the Bidder may incur, regardless of whether or not a contract is awarded, in preparing and/or submitting a bid.

13. CONTRACT EXECUTION

- A. Accompanying the County's Notice of Intent to Award will be the Agreement, which the successful Bidder will be required to execute and return, together with the required bonds and certificates of insurance, to the County within seven calendar days following receipt of the Notice of Award. Failure to do so shall be just cause for annulment of the contract award and forfeiture of the bid security, which shall be retained by the County as liquidated damages, and it is agreed by both parties that the bid security sum is a fair and reasonable estimate of damages for such failure. Signature by both parties constitutes execution of the Agreement.
- B. In the event the successful Bidder is unable to physically deliver the required bonds and insurance certificates, the Bidder shall, prior to the commencement of the work, submit evidence satisfactory to the County that such bonds and certificates will be furnished in a timely manner.
- C. In the event of failure of the lowest responsible Bidder to sign and return the Agreement with acceptable evidence of bonds and insurance certificates as prescribed herein, the County may award the contract to the next lowest responsible Bidder, and so forth, until a fully-executed Agreement and acceptable bonding and insurance certificates are received by the County.
- D. The bid security of all Bidders will be retained by the County until an Agreement is executed by the successful Bidder and evidence of bonds and insurance acceptable to the County is received, after which those bid securities, except any that may have been forfeited, will be returned to the respective Bidders whose proposals they accompanied.

14. LISTING OF AND SUBSTITUTIONS OF SUBCONTRACTORS

- A. If awarded a contract, the Bidder shall perform with its own organization contract work amounting to not less than 30 percent (30%) of the original total contract price. The Bidder shall give its personal attention to the fulfillment of the contract and shall keep the work under its control. All persons and entities engaged in the project work will be held responsible for their work, which shall be subject to the provisions of these Contract Documents.
- B. Each Bidder shall in its bid or offer, set forth the name and location of the office, shop, or mill of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement and the portion of the work which will be done by each

subcontractor if the amount of the subcontractor's work will be in excess of one-half of one percent (0.5%), or \$10,000, whichever is greater, of the Bidder's bid.

- C. If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract as specified above, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under conditions hereinafter set forth.
- D. No Contractor whose bid is accepted shall, without consent of the Public Works Director, either:
- (1) Substitute any person or entity as subcontractor in place of the subcontractor designated in the original bid; or,
 - (2) Permit any subcontractor to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid; or,
 - (3) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the Bidder's bid as to which its original bid did not designate a subcontractor.
- E. Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original bid shall be permitted only in case of public emergency, necessity, or otherwise in accordance with the Public Contract Code, and then only after a finding has been made in writing, by and as public record of the Public Works Department, setting forth the facts constituting such emergency, necessity, or statutory basis for the substitution.
- F. It is the County's opinion that if haulers are used merely to convey materials and will not excavate or load the material and if they will not apply judgment as to the suitability of the material to meet project specifications, they do not need to be identified on the "List of Subcontractors" in the bid forms.

15. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work unless alternative bids are called for. A person, firm, or corporation who has submitted a sub-proposal to a Bidder or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders.

16. COORDINATION WITH OTHER CONTRACTORS

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed, and the Bidder must employ, as far as possible, such methods and means in the carrying out of its work as will not cause any interruptions or interference with any other contractor or the operations of the facility at which the work is being performed.

17. SUBSTITUTIONS

Throughout the Project Plans and Specifications, materials may be specified that are in short supply or that are restricted by government limitation orders. For the purpose of submitting proposals, the Bidder shall assume that the County will require all materials to be furnished as specified. No substitutions will be permitted until all sources or supply have been exhausted and written notice is given to the Public Works Director stating such fact. Substituted materials shall have the written approval of the Public Works Director, or its authorized agent, before installation in the project.

18. CONTRACTOR'S LICENSING LAWS

- A. The successful Bidder, as Contractor, will be required to furnish a valid Mono County Business License issued by the Mono County Treasurer prior to commencing the work.

- B. In order to be eligible for award of a contract for the project, a Bidder must possess either of the following classification(s) of contractor's license: **Class A – General Engineering** and/or **C12 – Earthwork and Paving**.
- C. Attention is directed to the provisions of Chapter 9, Division 3, of the California Business & Professions Code concerning the licensing of contractors. All Bidders, contractors, and subcontractors shall be licensed in accordance with the laws of the State of California and any Bidder, contractor, or subcontractor not so licensed is subject to the penalties imposed by such laws. The contractor shall possess the appropriate licenses to cover the above advertised work.

19. LABOR REQUIREMENTS

The services and work to be provided by Contractor for this project constitute a public work within the meaning of California Labor Code Sections 1720 and 1720.3. Accordingly, and as required by Section 1771 of the California Labor Code, the successful Bidder, as Contractor, and any subcontractor under it, shall pay not less than the general prevailing rate of per diem wages ("prevailing wage") specified for each craft and classification to all workers employed in the execution of the project. Copies of prevailing wages, as determined by the Director of the California Department of Industrial Relations, are on file at the office of the Mono County Department of Public Works, located at 74 North School Street in Bridgeport, California, and are available to any interested party upon request. These wages are not included in the Contract Documents for the project. Changes, if any, to prevailing wage rates will be available at the same location.

20. PROJECT SCHEDULE AND LIQUIDATED DAMAGES

The project work shall be completed within 15 working days. By submitting a bid proposal, Bidder acknowledges that the Bidder has fully read Section 5.6 and 5.7 of the Special Provisions, that it has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions, and that it is agreed by both parties that Contractor will pay Mono County liquidated damages of \$950 per calendar day should the Contractor fail to complete the work within 15 working days and that this sum is a fair and reasonable estimate of the damages for such failure.

PROPOSAL

*ASPEN ROAD
PAVING PROJECT
Project No. 9098*

Proposal of _____ (hereinafter, "Bidder"), organized and existing under the laws of the State of California, doing business as _____ (e.g., "a partnership;" "a corporation;" "a sole proprietor"), as applicable to the County of Mono, (hereinafter, "the County"). This bid proposal consists of the attached pages BD-1 through BD-18.

In compliance with your Invitation for Bids and Instructions to Bidders, Bidder hereby proposes to perform all work for ASPEN ROAD PAVING PROJECT in strict accordance with the Instructions to Bidders, Project Plans, Special Provisions, Technical Specifications, Agreement, Construction Quality Assurance Program, any applicable addenda, and other Contract Documents within the time set forth therein at prices stated on the attached Bid Schedule. Prices quoted in this proposal include, but are not limited to, the cost for all labor, materials, tools, equipment, supplies, transportation, permits, services, and applicable local, state, and/or federal taxes, fees, patent rights, and/or royalties necessary to complete the work contemplated under the Agreement.

By submission of this Bid Proposal, Bidder certifies (and in the case of a joint bid, each party thereto certifies as to its own organization) that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under the Agreement on or before 14 calendar days following the award of contract by the County, unless a later date is specified by the County in the Notice to Proceed, and to **fully complete the project within 15 working days thereafter**, pursuant to the provisions specified in the Special Provisions.

It is understood that, except for lump sum items, the quantities set forth in the Bid Schedule are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Bidder's compensation will be computed on the basis of documented final quantities in completed work, measured as specified, whether they be more or less than those shown.

Bidder's Company Name: _____

Company Address: _____

Office Telephone No.: _____ Fax No.: _____

Contractor's Calif. License No.: _____ Class: _____

Mono County Business Lic. No.: _____

Name of Company Officer: _____ Title: _____

Bidder's Signature

Date

(Add seal if by a corporation)

BID SCHEDULE

ASPEN ROAD
PAVING PROJECT
Project No. 9098

BID ITEM	ESTIMATED QUANTITY	UNIT	ITEM & UNIT BID PRICE (in words)	UNIT PRICE (in numbers)	BID AMOUNT
BASE BID					
1	1	LS	Mobilization, at _____ _____ Per Lump Sum	\$ _____	\$ _____
2	1	LS	Traffic Control, at _____ _____ Per Lump Sum	\$ _____	\$ _____
3	1	LS	Erosion Control, at _____ _____ Per Linear Foot	\$ _____	\$ _____
4	2,424	SY	Pulverization, at _____ _____ Per Square Yard	\$ _____	\$ _____
5	20	CY	Aggregate Base, at _____ _____ Per Cubic Yard	\$ _____	\$ _____
6	395	TON	3-inch HMAC Overlay, at _____ _____ Per Ton	\$ _____	\$ _____
7	12	STA	Shoulder Backing with Pulverized Material, at _____ _____ Per Station	\$ _____	\$ _____

BID ITEM	ESTIMATED QUANTITY	UNIT	ITEM & UNIT BID PRICE (in words)	UNIT PRICE (in numbers)	BID AMOUNT
BASE BID					
8	8	EA	Adjust Sewer Manhole Cover, Water Meter Box or Storm Drain Grate, at _____ _____ Per Each	\$ _____	\$ _____
9	8	EA	Adjust Water Valve Cover or Sewer Clean Out, at _____ _____ Per Each	\$ _____	\$ _____
10	7	EA	Construct Survey Monuments Wells, at _____ _____ Per Each	\$ _____	\$ _____
11	16	EA	Snow Poles, at _____ _____ Per Each	\$ _____	\$ _____
12	3	EA	Install Signs, at _____ _____ Per Each	\$ _____	\$ _____

BIDDER'S GRAND TOTAL*	\$ _____
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* County will use this total to compare bids and determine the apparent low Bidder.

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

LIST OF SUBCONTRACTORS

ASPEN ROAD
PAVING PROJECT
Project No. 9098

Listed hereinafter are the names and addresses of all subcontractors in accordance with Section 2-1.054 of the Standard Specifications who will be employed in the completion of project work and the type of work that each will perform if the contract is awarded to the undersigned Bidder. I understand that under California Public Contract Code Section 4104, contained in the Subletting and Subcontracting Fair Practices Act (Public Contract Code §4100 et seq.) I must clearly set forth the name and address of each subcontractor who will perform work or labor or render service to me in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of my total bid, or ten thousand dollars (\$10,000), whichever is greater, and that as to any work in which I fail to do so, I agree to perform that portion myself or be subject to penalty under the Act.

- Notes: A. In the event that more than one subcontractor is named for the same type of work, state the portion of which each will perform; provide Contractor's license number of each subcontractor.
 B. Vendors or suppliers that will be providing materials only need not be listed.
 C. If further space is required, copies of this sheet or additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of the proposal.
 D. The above statement constitutes a part of the proposal and signature on the signature portion of the bid proposal constitutes signature on this statement.
 E. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal.

Firm Name & Address	Phone, Fax, & License	Annual Gross Receipts	Description of Portion of Work to be Performed
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$
Firm Name & Address	Phone, Fax, &	Annual	Description of Portion of Work to be Performed

	License	Gross Receipts	
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$

ACKNOWLEDGEMENTS

*ASPEN ROAD
PAVING PROJECT
Project No. 9098*

RECEIPT OF ADDENDA

The County of Mono is advised that Bidder has received the following addenda for the Contract Documents, including plans, specifications, and special provisions for the above-referenced project:

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

If you did not receive any addenda for the above-referenced project, please initial here: _____

ACKNOWLEDGEMENT OF SITE VISIT(S)

The County of Mono is advised that I have visited the project site as acknowledged by my initials below. In doing so, I have made myself aware of the conditions that exist and have prepared the attached proposal accordingly.

Aspen Road: Yes _____ No _____

Note: This acknowledgement constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this acknowledgement.

DISCLOSURES AND CERTIFICATIONS

*ASPEN ROAD
PAVING PROJECT
Project No. 9098*

QUESTIONNAIRE A

In accordance with Public Contract Code Section 10162, the Bidder shall complete the following questionnaire:

Has the Bidder, or any officer or employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes: _____ No: _____

If the answer is yes, please explain the circumstances in the space provided below and/or attach separate sheet(s) as necessary, with signature affixed.

QUESTIONNAIRE B

Under penalty of perjury, the Bidder shall complete the following questionnaire:

Within the past three years, has the Bidder, or any officer or employee of the Bidder who has a proprietary interest in the Bidder, ever been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any federal or state antitrust law in connection with the bidding upon, award of, or performance of, any Public Works Contract, as defined in Section 1101, with any public entity as defined in Section 1100 of the California Public Contract Code, the Regents of the University of California or the Trustees of the California State University?

Yes: _____ No: _____

If the answer is yes, please explain the circumstances in the space provided below and/or attach separate sheet(s) as necessary, with signature affixed.

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire.

WORKERS' COMPENSATION CERTIFICATION

I do hereby certify that I am aware of the provisions of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work in this contract.

NON-COLLUSION AFFIDAVIT

In accordance with Section 7106 of the California Public Contract Code, 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 its 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: This page constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature of this certification and affidavit.

BIDDER'S QUALIFICATION STATEMENT

*ASPEN ROAD
PAVING PROJECT
Project No. 9098*

This Qualifications Statement will be used by Mono County to determine if a Bidder is qualified to do the work to be performed and therefore to find if the Bidder is a "responsible" bidder. The Qualifications Statement should be completed on behalf of the Bidder by an officer or other individual who is knowledgeable about the Bidder's past and current operations, policies, and practices. A response must be provided to each question. If a particular question does not apply, the response should state "not applicable" or "N/A". **Qualifications statements that contain missing or incomplete answers may render the proposal non-responsive.** The County reserves the right, however, to allow the bidder to submit additional information pertaining to its qualifications after the bid-submission deadline if circumstances warrant and to waive any error or defect in a Bidder's Statement.

Answers may be expanded upon by attaching additional pages. Use 8½" x 11" paper and mark each additional page with the Bidder's name and identification of the particular question to which an answer is being given. For the purposes of this Statement, the terms "company," "firm," "bidder," "proposer," and "contractor" are used interchangeably and have the same meaning.

The following documents or information must be included with your Qualifications Statement for this Bid Proposal (Existing certification and license information on file with the County and current may meet the requirements of this section subject to verification prior to award of any contract):

Insurance: Contractor must provide proof that the firm is insured at least to the limits identified in the Draft Agreement.

Licenses: Copies of all applicable and current trade licenses issued to the Contractor which legally allow the Contractor to perform the work identified for this Project.

Previous Work History: This Statement includes a form titled "Experience on Completed or Ongoing Projects." Please use this form to detail the work that the firm has performed within the last three years. A minimum of three successfully-completed general civil and/or culvert construction projects are required. Use one page per project and reproduce copies of the form as necessary. In each project description, identify your firm as a prime contractor, subcontractor, or joint venture partner.

OSHA Violations: If at any time within the past five years the Contractor has received an OSHA serious violation, you must provide copies of the *Citation and Notification of Penalty*, signed *Settlement Agreement*, and narrative which details the specific issue(s) cited, remedial action required and taken by the Contractor, amount of fine initially imposed, and ultimate resolution.

Resumes and Organizational Chart: The Contractor must include current resumes for each Principal and key individual identified in Question 2B below. The statement must also include a copy of the firm's current Organizational Chart.

Equipment: The Contractor must provide a list of equipment that would be available for the work.

1. GENERAL INFORMATION:

A. Type of organization: _____

If Corporation, include year and state incorporated

If Partnership, state whether general or limited

If Sole Proprietorship, include name of owner

If Joint Venture*, include name all partnering firms

(*Bidder's submitting a bid as joint venture must obtain a joint venture contractor's license before they may be awarded a contract, per Business and Professions Code §7029.1).

B. Is the firm certified as a Minority Business Enterprise (MBE) or Women Business Enterprise (WBE)?

_____ Yes (attach certification letter) _____ No

2. PERSONNEL:

A. Identify the current number of employees below:

Employee Type	Full-Time	Part-Time
Office		
Field		

B. Principals and Key Personnel: On the chart below, supply the required information. Principals and Key Personnel include proprietors, partners, directors or officers of the firm; any manager or individual who participates in overall policy-making or financial decisions of the firm; any person who makes significant financial contributions to the firm's operations; any person in a position to control and direct the firm's overall operations or any significant part of its operation (including site foremen and superintendents). Resumes for Principals and Key Personnel must be provided herewith. Use additional sheets if necessary to identify all Principals and Key Personnel.

Description	Person 1	Person 2	Person 3
Name			
Title			
% Ownership			

(Use additional sheets if necessary to identify all Principals and Key Personnel)

3. FINANCIAL INFORMATION:

- A. Are there any liens outstanding against the Contractor?
(if yes, provide a detailed explanation on an attached sheet) Yes No
- B. Has the Contractor, Principals or Key Personnel been party to a
bankruptcy or reorganization proceeding with the last five years?
(if yes, provide a detailed explanation on an attached sheet) Yes No
- C. Annual sales dollar volume of Contractor: \$ _____

4. INTEGRITY OF CONTRACTOR: Please provide an explanation on an attached sheet for any of the following questions with the answer "yes".

- A. During the past five years has the Contractor:
- i. Been subject of a lien or claim of \$25,000 or more by a subcontractor or supplier? Yes No
 - ii. Failed to complete a contract? Yes No
 - iii. Been suspended, debarred, disqualified or otherwise declared ineligible to bid? Yes No
 - iv. Been defaulted on any contract? Yes No
 - v. Had a contract terminated? Yes No
 - vi. Had liquidated damages assessed against it upon completion of a contract? Yes No
 - vii. Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts? Yes No
- B. During the past five years has the Contractor, Principals or Key Personnel:
- i. Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts? Yes No
 - ii. Been the subject of an investigation involving any alleged violation of criminal law, civil antitrust law or other federal, state, or local civil law? Yes No
 - iii. Been convicted after trial or by plea of any felony under state or federal law? Yes No
 - iv. Entered a plea of nolo contendere to a charge of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or violation of an antitrust law? Yes No
 - v. Been the subject of an investigation of any alleged violation of federal, state, or local regulations by any public agency? Yes No

- vi. Been found to have committed a violation of any labor law or regulation including prevailing wage rates and fair labor practices? Yes No
- vii. Been found to have committed an OSHA "serious violation"? Yes No
- viii. Been found to have committed a construction-related violation of federal, state, or local environmental law or regulation? Yes No

5. BIDDING CAPABILITY AND PREVIOUS EXPERIENCE:

A. Provide a detailed narrative of the Contractor's experience and involvements in highway and/or roadway rehabilitation construction projects. Previous experience in this field of construction is necessary for the contractor to be found responsible specific to this Project. Additional information can be provided on an attached sheet.

mark if continued on attached sheet

B. Identify Contractor Specialty capabilities (check all appropriate). Bidder must have self-performing capability for each specialty selected by the Bidder.

- | | |
|---|---|
| <input type="checkbox"/> 1. Sitework | <input type="checkbox"/> 13. Conveying Systems |
| <input type="checkbox"/> 2. Concrete | <input type="checkbox"/> 14. Mechanical |
| <input type="checkbox"/> 3. Masonry | <input type="checkbox"/> 15. Electrical |
| <input type="checkbox"/> 4. Metals | <input type="checkbox"/> 16. Plumbing |
| <input type="checkbox"/> 5. Carpentry | <input type="checkbox"/> 17. HVAC |
| <input type="checkbox"/> 6. Thermal & Moisture Protection | <input type="checkbox"/> 18. Sprinkler |
| <input type="checkbox"/> 7. Doors & Windows | <input type="checkbox"/> 19. ATC |
| <input type="checkbox"/> 8. Finishes | <input type="checkbox"/> 20. Balancing |
| <input type="checkbox"/> 9. Specialties | <input type="checkbox"/> 21. Fire Alarms |
| <input type="checkbox"/> 10. Equipment | <input type="checkbox"/> 22. Security |
| <input type="checkbox"/> 11. Furnishings | <input type="checkbox"/> 23. Pre-fabricated Equipment |
| <input type="checkbox"/> 12. Special Construction | |

C. Contract Capability (determined by size of previous work and bonding capacity):

- 1. \$0 - \$10,000
- 2. \$0 - \$50,000
- 3. \$0 - \$100,000
- 4. \$0 - \$250,000
- 5. \$0 - \$500,000
- 6. \$0 - \$1,000,000
- 7. \$0 - \$5,000,000
- 8. \$0 - \$10,000,000
- 9. \$0 - >\$10,000,000

D. Use the following forms (i.e. pages BD-15 – BD-17) to describe Bidder's experience on completed or ongoing projects over the last five years (a separate sheet must be completed for each project – three minimum).

Note: This Statement constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this Statement.

PROJECT EXPERIENCE WITH ROAD REHABILITATION AND PAVING PROJECTS

Project Status:
[] Project completed
[] Work in progress

Contractor's Role*:
[] Prime Contractor
[] Subcontractor
[] Joint Venture Partner

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

Contract Amount (Contractor's Share): \$_____ Was project bonded? [] Yes [] No

% of total project performed by Contractor by Contractor's own forces: _____%

Was Contractor required to possess a Performance Bond and/or Payment Bond? [] Yes [] No

Start Date:_____ Scheduled Completion Date:_____ Actual Completion Date:_____

Construction Manager / Project Manager:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Architect / Engineer:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Description of work performed by Contractor: _____

PROJECT EXPERIENCE WITH ROAD REHABILITATION AND PAVING PROJECTS

Project Status:
[] Project completed
[] Work in progress

Contractor's Role*:
[] Prime Contractor
[] Subcontractor
[] Joint Venture Partner

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

Contract Amount (Contractor's Share): \$_____ Was project bonded? [] Yes [] No

% of total project performed by Contractor by Contractor's own forces: _____%

Was Contractor required to possess a Performance Bond and/or Payment Bond? [] Yes [] No

Start Date:_____ Scheduled Completion Date:_____ Actual Completion Date:_____

Construction Manager / Project Manager:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Architect / Engineer:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Description of work performed by Contractor: _____

PROJECT EXPERIENCE WITH ROAD REHABILITATION AND PAVING PROJECTS

Project Status:
 Project completed
 Work in progress

Contractor's Role*:
 Prime Contractor
 Subcontractor
 Joint Venture Partner

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

Contract Amount (Contractor's Share): \$_____ Was project bonded? Yes No

% of total project performed by Contractor by Contractor's own forces: _____%

Was Contractor required to possess a Performance Bond and/or Payment Bond? Yes No

Start Date:_____ Scheduled Completion Date:_____ Actual Completion Date:_____

Construction Manager / Project Manager:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Architect / Engineer:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Description of work performed by Contractor: _____

BID BOND

(MINIMUM 10% OF TOTAL BID AMOUNT)

KNOW ALL BY THESE PRESENTS that we, _____,
the Contractor in the contract hereto annexed, as Principal, and _____,
as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns,
as set forth herein to the County of Mono (hereinafter, "Owner") in the sum of \$ _____
lawful money of the United States. Principal has submitted the accompanying bid for

ASPEN ROAD PAVING PROJECT

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the Owner, at the price designated by its bid, and files two bonds with the Owner, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by the Owner, and carries all insurance in the type and amount which conforms to the Contract Documents, and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond shall not preclude the Owner from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees incurred with or without suit.

PRINCIPAL:

Executed on: _____

By: _____

(Seal of Corporation)

Title: _____

(Attach notary acknowledgment for Contractor's authorized representative and for Attorney-in-Fact of Surety)

NOTICE: No substitution or revision to this bond form will be accepted. Sureties must be admitted, authorized to do business in, and have an agent for service of process in California. A certified copy of Power of Attorney must be attached.

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

_____ (Name and address of Surety's agent for service
of process in California, if different from above)

_____ (Telephone number of Surety's agent in Calif.)

(Attach notary acknowledgement)

SURETY

By: _____
(Attorney-in-Fact)

SECTION II

STANDARD AGREEMENT

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND [CONTRACTOR] FOR
ASPEN ROAD PAVING PROJECT
Project No. 9098**

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as “the County”), may have the need for the culvert replacement services of [Corporation]/[[Name(s)], [an] individual[s]], doing business as [Contractor] of [City], [State] (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

This Agreement includes and is subject to the provisions of the Bid & Contract Documents, including the Project Manual as well as the Standard Plans 2010 and Standard Specifications 2010 issued by the California Department of Transportation, as they may have been amended for County’s use, which documents are referenced and incorporated herein.

Contractor shall furnish the services, perform the work, and provide the associated materials and equipment for the County described in the Scope of Work (Attachment A), attached hereto and by reference incorporated herein. Requests by the County to Contractor to perform under this Agreement shall be made by the Director of the Mono County Department of Public Works, or an authorized representative thereof. Requests to Contractor for services and work to be performed under this Agreement shall be based upon the County’s need for such services or work.

Services and work provided at the County’s request by Contractor under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those to which reference is made in this Agreement.

2. TERM

The term of this Agreement shall be from [Start Date], 2013, through [End Date], 2013, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation.

The County shall pay Contractor in accordance with the “Schedule of Fees” (set forth in Attachment A) for the services and work described in “Scope of Work” (also set forth in Attachment A) which are performed by Contractor at the County’s request.

B. Travel and Per Diem.

Unless otherwise stated in the Scope of Work (Attachment A), Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by the County under this Agreement.

C. No Additional Consideration.

Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive from the County, any additional consideration, compensation, salary, wages, or other type of remuneration for services or work rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement.

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed _____ (\$_____) (hereinafter referred to as “contract limit”). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment.

Contractor shall submit to the County, not more than once per month, a payment request in the form of an itemized statement of all services and work described in the Scope of Work (Attachment A), which were done at the County’s request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment at the conclusion of the work. All statements submitted in request for payment should identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Statements shall be informative and concise regarding work performed during that billing period.

In accordance with Sections 20104.50 and 9203 of the Public Contract Code and upon finding that Contractor has satisfactorily completed the work and performed the services called for in the Scope of Work (Attachment A), the County shall promptly pay Contractor within 30 days of its receipt of the itemized statement, but shall retain 5% of each such payment until the project is completed. However, in accordance with Section 22300 of the Public Contract Code, Contractor may substitute securities for any moneys withheld by the County to ensure performance under this Agreement or request the County to make payments of the retention earnings directly to an escrow agent at Contractor’s expense. Should Contractor submit an improper payment request, the County shall, as soon as practicable, return the request to Contractor accompanied by a document setting forth the reasons why the payment request is not proper. Should the County determine the services or work have not been completed or performed as called for in the Scope of Work (Attachment A) and/or should Contractor submit an improper payment request, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the payment request is corrected and resubmitted.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, the County will not withhold any federal or state income taxes or social security from any payments made by the County to Contractor under the terms and conditions of this Agreement.

(2) The County shall withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one-thousand five-hundred dollars (\$1,500.00).

(3) Except as set forth above, the County has no obligation to withhold any taxes or payments from sums paid by the County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. The County has no responsibility or liability for payment of Contractor’s taxes or assessments.

(4) The total amounts paid by the County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the State Franchise Tax Board.

4. WORK SCHEDULE

Upon the County's issuance of a "Notice to Proceed," Contractor's obligation is to perform, in a timely manner, those services and work identified in the Scope of Work (Attachment A) which are requested by the County. It is understood by Contractor that its performance of those services and work will require a varied schedule. Contractor, in arranging its own schedule, will coordinate with the County to ensure that all services and work requested by the County under this Agreement will be performed within the time frame set forth by the County in Attachment A.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits which it is reasonably foreseeable will be required by federal, state, County, or municipal governments for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor submitted its bid for this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, contractor's licenses, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide the County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services and work identified in Attachment A. Where there is a disagreement between Contractor and the County as to what licenses, certificates, and permits are required to perform the services and work identified in Attachment A, the County reserves and shall have the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services, and telephone service as is necessary for Contractor to provide the services and work identified in Attachment A to this Agreement. The County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. The costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY

A. Personal Property of the County.

Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, etc., provided to Contractor by the County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. Contractor will use reasonable care to protect, safeguard, and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Services and Work.

Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County.

At the termination of the Agreement, Contractor will convey possession and title to all such properties to the County.

8. WORKERS' COMPENSATION

Contractor shall provide workers' compensation insurance coverage, in the legally required amount, for all Contractor's employees utilized in providing services and work pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Contractor has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Contractor, at the time of execution of this Agreement, will provide the County with evidence of the required workers' compensation insurance coverage.

9. PUBLIC WORK

A. Determination.

Some of the services and work to be provided by Contractor under this Agreement may constitute a public work within the meaning of California Labor Code Sections 1720 and 1720.3. Accordingly, and as required by Section 1771 of the California Labor Code, Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those services and work requested by the County as described in Attachment A of this Agreement that constitute a public work. California Labor Code Section 1771 is incorporated herein by this reference, and a copy of that Section is attached to this Agreement as a part of Attachment B.

B. Prevailing Wage Rate.

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of those services and work that constitute a public work under this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Copies of the Director's determination are on file at the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California, and are available to any interested party upon request.

C. Apprentices.

Pursuant to Section 1777.5 of the California Labor Code, properly registered apprentices performing services and work that constitute a public work, if any, shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. California Labor Code Section 1777.5 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment B.

D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to Section 1775 of the California Labor Code, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a public work, as determined by the Director, for the work or craft for which the worker is employed in the performance of services and work provided under this Agreement that constitute a public work, except as provided by subdivision (b) of Section 1775 of the California Labor Code. California Labor Code Section 1775 is incorporated herein by this reference, and a copy of that section is attached to this Agreement as a part of Attachment B.

E. Payroll Records.

Pursuant to Section 1776 of the California Labor Code, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement.

F. Inspection of Payroll Records.

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code Section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public. California Labor Code Section 1776 is incorporated herein by this reference, and a copy of that section is attached to this Agreement as a part of Attachment B.

G. Posting of Prevailing Wages at Job Site.

Pursuant to California Labor Code Section 1773.2, Contractor shall post at each job site in connection with this Agreement a copy of the Director's determination of the general prevailing rate of per diem wages for each classification of worker required in the execution of those services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work.

H. Hours.

Pursuant to Section 1810 of the California Labor Code, the time of service of any worker employed by Contractor, or by any subcontractor under him, in the performance of services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work, is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as otherwise provided by the California Labor Code.

I. Overtime.

Pursuant to California Labor Code Section 1815, the performance of services and work, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work by employees of Contractor, or employees of any subcontractor under him, in excess of eight hours per calendar day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per calendar day at not less than one and one-half (1½) times the basic rate of pay. California Labor Code Section 1815 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment B.

J. Records of Hours.

Contractor, and any subcontractors under him, shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the performance of the services and work requested by the County that constitute a public work, as described in the Scope of Work (Attachment A) of this Agreement. The record shall be kept open at all reasonable hours to the inspection of the County and to the Division of Labor Standards Enforcement as required by Labor Code Section 1812.

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code Section 1813, Contractor, and any subcontractors under him, shall, as a penalty to the County, forfeit twenty-five dollars (\$25.00) for each worker employed by the respective contractor or subcontractor in the execution of the services and work requested by the County that constitute a public work, as described in the Scope of Work (Attachment A) of this Agreement, for each calendar day

during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code. California Labor Code Section 1813 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment B.

10. INSURANCE

A. General Liability.

Contractor shall procure, and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the services and work to be performed by Contractor under this Agreement. Such policy shall have a per occurrence combined single limit coverage of not less than one million dollars (\$1,000,000). Such policy shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this Agreement, Contractor shall provide the County: 1) a certificate of insurance documenting evidence of the required coverage; 2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and, 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without 30 days' written notice to the County.

B. Business Vehicle.

Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of one million dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor-owned, non-owned, and hired vehicles employed by the Contractor in the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A). A certificate of insurance shall be provided to the County by Contractor prior to commencing any work under this Agreement. The policy shall maintain a provision prohibiting the cancellation or modification of said policy except upon 30 days' prior written notice to the County.

C. Pollution Liability

Contractor shall purchase and thereafter maintain Pollution Liability insurance of not less than one million dollars (\$1,000,000) each occurrence/two million dollars (\$2,000,000) policy aggregate covering liability arising from the sudden and accidental release of pollution.

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions shall be declared by Contractor and must be approved by the County prior to Contractor commencing services and work requested by the County under this Agreement. If possible, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the County, its officials, officers, employees, and volunteers, or Contractor shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E. Subcontractors.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for Contractor.

F. Unemployment, Disability, and Liability Insurance

Contractor shall maintain, if so required by law, unemployment, disability and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor in performing work associated with this Agreement.

11. BOND REQUIREMENTS

Contractor shall furnish and maintain in effect the following bonds: 1) a labor and materials payment bond in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price; and, 3) upon project completion and acceptance by the County, a one-year warranty bond in an amount equal to ten percent (10%) of the contract price. The bonds shall comply with the requirements of California Civil Code Section 9554 and must be issued by an “Admitted Surety Insurer.” For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County Counsel. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by the County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement.

12. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, employees, and subcontractors relating to the performance of this Agreement, shall be performed by independent contractors, and not as agents, officers, or employees of the County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and the County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor (unless otherwise specified herein) shall determine the method, details, and means of performing the services and work to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to the County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to the County’s control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of the County.

13. DEFENSE AND INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney’s fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor’s agents, officers, employees, or subcontractors. Contractor’s obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor’s obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission of Contractor, its agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

This provision shall survive the life of the contract and remain in effect to meet the intent of this paragraph.

14. RECORDS AND AUDIT

A. Records.

Contractor shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, County, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits.

Any authorized representative of the County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which the County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, the County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

15. NON-DISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, employees, and subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, ancestry, national origin, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, employees, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

16. TERMINATION

The County reserves the right to terminate this contract in whole or in part at any time, either for the County's convenience or because of the Contractor's failure to fulfill the contract obligations, upon a determination by the Director of the Mono County Department of Public Works, after seeking advice from County Counsel, that termination of the contract is in the best interest of the County and by giving notice to the Contractor.

The Contractor may terminate this contract in accordance with Section 6.10 of the Special Provisions of the Project Manual.

If either party elects to terminate the contract, the termination of the contract and the total compensation payable to the Contractor shall be governed by the Special Provisions of the Project Manual, incorporated herein.

17. ASSIGNMENT

This is an agreement for the services of Contractor. The County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of the County.

18. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 25 below.

19. CONFIDENTIALITY

Contractor agrees to comply with various provisions of the federal, state, and County laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such privileged, restricted or confidential information and records. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

20. CONFLICTS

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services and work under this Agreement.

21. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

22. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or County statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

23. FUNDING LIMITATION

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, the County has the option to terminate, reduce, or modify this Agreement, or any of its terms, within 10 days of its notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements (except the requirement of mutual consent) of paragraph 25 below.

24. VENUE

This Agreement shall be governed under the laws of the State of California and venue for any litigation under this Agreement shall be the County of Mono, State of California.

25. AMENDMENT

This Agreement may be extended, modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

26. NOTICE

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or the County shall be required, or may desire, to make, shall be in writing and may be personally serviced, or sent by prepaid first class mail to the respective parties as follows:

County of Mono:
Department of Public Works
Post Office Box 457
Bridgeport, California 93517

Contractor:
[Contractor]
[Address]
[City, State ZIP]

27. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same is in writing executed by the parties hereto. This Agreement includes and is subject to the provisions of the Bid & Contract Documents, including the Project Manual, Project Plans, and the Standard Specifications (2010) and the Standard Plans (2010) issued by the California Department of Transportation, as they may have been amended for County's use, which documents are referenced and incorporated herein. Any modification to those documents prior to the bid opening shall be made by Addendum issued by the County. Any modification hereto after the award of contract shall be made by contract change order that is formally executed by both the County and Contractor in accordance with the provisions of paragraph 25 of this Agreement and/or the Public Contract Code, depending on the dollar amount of the change order.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF MONO:

By: DRAFT
Name: Jim Leddy
Title: County Administrative Officer
Date: _____

CONTRACTOR:

By: DRAFT
Name: _____
Title: _____
Firm: **[Contractor]**
Date: _____
Tax ID: _____

Approved as to Form and Risk:

Stacey Simon Date
Deputy County Counsel

ATTACHMENT A

AGREEMENT BETWEEN THE COUNTY OF MONO AND [CONTRACTOR] FOR ASPEN ROAD PAVING PROJECT

Project No. 9097

TERM:

FROM: [Start Date], 2013

TO: [End Date], 2013

SCOPE OF WORK:

The County has selected and contractor shall construct project bid items 1 through 13 (the entire project). The work to be done generally consists of the following:

The major work items of this Project are the repaving of Aspen Road and other items or details not mentioned above that are required by the project plans, specifications, Construction Quality Assurance Program, or Special Provisions shall be performed, placed, constructed, or installed.

Tasks performed in completing the project shall follow generally-accepted practices for the construction industry and shall meet the minimum requirements and guidelines established by federal, state, and local agencies. Work tasks shall be coordinated with the Mono County Department of Public Works.

Note: This Agreement and Scope of Work includes and is subject to the provisions of the Contract Documents, including Project Manual, Project Plans, and the California General Prevailing Wage Rates established by the California Department of Industrial Relations and in effect on the date of this agreement, which documents are attached hereto and/or by reference incorporated herein.

WORK SCHEDULE:

See Contract Documents, attached hereto and incorporated herein, including, but not limited to, Section 5 of the Special Provisions, entitled "Project Schedule". Completion of site improvements shall be specified in a Notice of Completion filed in the Office of the County Recorder by Public Works.

SCHEDULE OF FEES:

See Bid Schedule, attached hereto and incorporated herein.

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND [CONTRACTOR] FOR
ASPEN ROAD PAVING PROJECT
Project No. 9097**

TERM:

FROM: [Start Date], 2013

TO: [End Date], 2013

CALIFORNIA LABOR CODE:

Copies of referenced California Labor Code sections (1771, 1775, 1776, 1777.5, 1813, & 1815), presented as Attachment B1, attached hereto and incorporated herein.

ATTACHMENT B1**CALIFORNIA LABOR CODE:**
Sections 1771, 1775, 1776, 1777.5, 1813, and 1815**§ 1771. Payment of general prevailing rate**

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

§ 1775. Penalties for violations

- (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.
- (2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
- (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
 - (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
- (B) (i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
- (iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.
- (C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

- (D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.
 - (E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.
- (b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
- (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
 - (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
 - (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- (c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

§ 1776. Payroll records; retention; noncompliance; penalties; rules and regulations

- (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- (1) The information contained in the payroll record is true and correct.
 - (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.
- (c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).
- (d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
- (e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.
- (f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.
- (g) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- (h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.
- (i) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

§ 1777.5. Employment of apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions

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- (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
 - (b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
 - (c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
 - (1) The apprenticeship standards and apprentice agreements under which he or she is training.
 - (2) The rules and regulations of the California Apprenticeship Council.
 - (d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).
 - (e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.
 - (f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
 - (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
 - (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the

jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

- (i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
 - (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
 - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
 - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
 - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.
- (m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
 - (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
 - (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
 - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant

shall be divided among those programs based on the number of apprentices registered in each program.

- (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.
- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

§ 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

§ 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay.

FAITHFUL PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS that we, _____,
the Contractor in the contract hereto annexed, as Principal, and _____,
as Surety, are held and firmly bound unto the County of Mono in the sum of \$ _____
lawful money of the United States, for which payment, well and truly to be made, we bind ourselves,
jointly and severally, firmly by these presents.

Signed, Sealed, and Dated _____

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the Agreement hereto annexed, shall faithfully perform each and all of the conditions of said Agreement to be performed by it, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and materials, other than material, if any, agreed to be furnished by the County, necessary to perform and complete in a good workmanlike manner the work of ASPEN ROAD PAVING PROJECT in strict conformity with the terms and conditions set forth in the Agreement hereto annexed, then this obligation shall be null and void, otherwise to remain in full force and effect, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

Surety further agrees, in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, a reasonable attorney’s fee to be awarded and fixed by the court, and to be taxed as costs, and to be included in the judgment therein rendered, provided however, that the amount of such attorney’s fee and the amount payable hereunder for Contractor’s failure of faithful performance shall not exceed the principal amount of this bond.

DRAFT

Contractor Date

APPROVED AS TO FORM:

DRAFT

Surety Date

DRAFT

County Counsel Date

(Attach acknowledgement)

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL BY THESE PRESENTS that we, _____,
the Contractor in the contract hereto annexed, as Principal, and _____,
as Surety, are held and firmly bound unto the County of Mono in the sum of \$ _____
lawful money of the United States, for which payment, well and truly to be made, we bind ourselves,
jointly and severally, firmly by these presents.

Signed, Sealed, and Dated _____

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the Agreement hereto annexed, or its subcontractor, fails to pay for any materials, provisions, provider or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done by said Contractor, namely to furnish all tools, equipment, apparatus, facilities, transportation, materials, and labor in a good workmanlike manner and to perform the work of ASPEN ROAD PAVING PROJECT in strict conformity with the terms and conditions set forth in the Agreement hereto annexed, or fails to pay for any work or labor done thereon of any kind or fails to pay for amounts due pursuant to Civil Code Section 9954, or fails to pay any of the persons named in Civil Code Section 9100, said Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

This bond is executed in accordance with the requirements of Title XV of the Civil Code and is subject to the provisions thereof, and shall insure to the benefit of any and all persons, companies, and corporations entitled to file claims under and by virtue of the provisions of Civil Code Section 9100, or to their assigns, and the said Surety, for value received, hereby stipulates and agrees that 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 in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

DRAFT

Contractor Date

APPROVED AS TO FORM:

DRAFT

Surety Date

DRAFT

County Counsel Date

(Attach acknowledgement)

WARRANTY BOND

KNOW ALL BY THESE PRESENTS that we, _____,
the Contractor in the contract hereto annexed, as Principal, and _____,
as Surety, are held and firmly bound unto the County of Mono in the sum of \$ _____
lawful money of the United States, for which payment, well and truly to be made, we bind ourselves,
jointly and severally, firmly by these presents.

Signed, Sealed, and Dated _____

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the Agreement hereto annexed, or its subcontractor, fails to maintain and remedy in a good workmanlike manner the work of ASPEN ROAD PAVING PROJECT such that it is free from defects in materials and workmanship for a period of one year commencing on _____ (the "Maintenance Period"), said Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

DRAFT

Contractor Date

APPROVED AS TO FORM:

DRAFT

Surety Date

DRAFT

County Counsel Date

(Attach acknowledgement)

SECTION III
SPECIAL PROVISIONS

SPECIAL PROVISIONS

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*ASPEN ROAD
PAVING PROJECT
Project No. 9098*

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SECTION 1. SPECIFICATIONS AND PLANS

1.1 GENERAL.

Unless otherwise stated, the work embraced herein shall be done in accordance with the Contract Documents, including these Special Provisions, and the California General Prevailing Wage Rates established by the California Department of Industrial Relations and in effect on the date of this contract. Copies of the General Prevailing Wage Rates are available for review at the offices of the Mono County Department of Public Works.

In case of conflict between these Special Provisions, Project Plans, Technical Specifications, Construction Quality Assurance Plan (CQAP) Plan, California Department of Transportation (Caltrans) Standard Plans and Specifications dated 2010, or other portions of the Contract Documents, including the Invitation for Bids, Instructions to Bidders, the Agreement and all its attachments, the County shall determine which provision takes precedence and will be used in lieu of such conflicting portions.

1.2 DEFINITIONS AND TERMS.

Where the following terms are used in the Contract Documents, or in any documents or other instruments pertaining to construction where these Special Provisions govern, the intent and meaning shall be interpreted as identified in the Standard Specifications and as follows:

- A. **ADMITTED SURETY INSURER (or, SURETY):** A corporate insurer or inter-insurance exchange to which the State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the Insurance Code.
- B. **AWARD:** The acceptance by the County of the successful Bidder's proposal.
- C. **BIDDER:** Unless otherwise specified herein, Bidder means a business entity or joint venture submitting a bid proposal in response to this Invitation to Bid.
- D. **CALENDAR DAY:** Unless otherwise specified, days or calendar days means each and every day shown on the calendar, Saturdays, Sundays, and holidays included.
- E. **CHANGE ORDER:** A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.
- F. **CONTRACT (or, CONTRACT DOCUMENTS):** The written and executed agreement between the County and the Contractor covering the work to be performed. The written agreement consists of and shall include, but is not limited to, the Agreement, Performance Bond, Labor and Materials Payment Bond, any required insurance certificates, the Project Manual, Project Plans, these Special Provisions, Technical Specifications, Caltrans Standard Plans and Specifications dated 2010, CQAP Plan, any addenda issued to Bidders, and all attachments as well as all documents incorporated therein by reference.
- G. **CONTRACT ITEM (or, PAY ITEM):** A specific unit of work for which a price is provided in the Contract.
- H. **CONTRACT TIME:** The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
- I. **CONTRACTOR:** The bidder entering into a contract with the County of Mono for the performance of the work.
- J. **COUNTY:** The County of Mono, a political subdivision of the State of California.

- K. **DEPARTMENT:** The Mono County Department of Public Works, except where Department of Transportation publications and offices are cited, whereupon such citations are to remain as written and refer to the State of California, Department of Transportation.
- L. **ENGINEER:** The individual, partnership, firm, or corporation duly authorized by the County to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.
- M. **EQUIPMENT:** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.
- N. **EXTRA WORK:** An item of work not provided for in the awarded Contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the Contract as previously modified.
- O. **INSPECTOR:** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
- P. **LABORATORY:** The laboratory or laboratories authorized by the Department to test materials and work involved in the Contract.
- Q. **LIQUIDATED DAMAGES:** The daily amount set forth in the Contract to be deducted from the contract price to cover additional costs incurred by the County because of the Contractor's failure to complete the Contract work within the number of calendar days or workdays specified.
- R. **NOTICE TO PROCEED:** A written notice from the Department to the Contractor to begin the actual Contract work on the Project. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
- S. **PROJECT:** The construction, installation, placement, alteration, or repair of any improvement of any kind, which is required directly or indirectly by the Contract.
- T. **SPECIFICATIONS:** A part of the Contract containing the written directions and requirements for completing the Contract work. Standards for specifying materials or testing which are cited in the Contract specifications by reference shall have the same force and effect as if physically included in the contract.
- U. **STANDARD PLANS:** State of California Department of Transportation, 2010 edition of the Standard Plans.
- V. **STANDARD SPECIFICATIONS:** State of California Department of Transportation, 2010 edition of the Standard Specifications.
- W. **SUPERINTENDENT:** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
- X. **SURVEYOR:** The individual, partnership, firm, or corporation duly authorized by the County to be responsible for verifying placement of the work and acting directly or through an authorized representative.
- Y. **UNEXUSABLE DELAY:** A delay that does not entitle the Contractor to an adjustment of the Contract Sum and does not entitle the Contractor to an adjustment of the Contract Time.
- Z. **WORK:** The construction and services required by the Contract, whether completed in whole or partially completed, and includes all labor, materials, equipment, tools, supplies, tax, transportation, and services provided or to be provided by the Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

- AA. **WORKING DAY:** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered working days.

SECTION 2. DESCRIPTION OF WORK

2.1 GENERAL.

The Work to be done generally consists of the repave Aspen Road as well as other items or details not mentioned above, that are required by the project plans, these Special Provisions, the Technical Specifications, or the CQAP Manual shall be performed, placed, constructed, or installed.

There may be other items of work not mentioned above that are required by the State Standard Specifications (Caltrans, 2010).

2.2 SITE LOCATION.

The Work will take place along Aspen Road, which is located on U.S. Highway 158 in the community of June Lake. Maps of the project site relative to county boundaries, Highway 158, and other landmarks, are presented on Sheets 1 and 3 of the Project Plans.

2.3 SITE DESCRIPTION.

Aspen Road is a narrow rural roadway which lies within the Mono County Public Works Department's maintenance district. The road provides the only access to a neighborhood of approximately twenty-five residences. Traffic generation is typically low. The existing pavement has numerous areas of pavement failure, cracking, and raveling due to long-term wear and tear typical of paved roads in harsh climate conditions.

2.4 SITE GEOLOGY AND SOILS.

A soils report has not been prepared for this project.

2.5 SITE ACCESS, USE OF PREMISES, AND HOURS OF WORK.

- A. Work shall be limited to the hours between 7:00 am and 7:00 pm daily, including weekends and holidays.
- B. Unless otherwise provided, the Contractor accepts full control of any vehicles, equipment, material, or other property delivered to the site in the performance of services and Work for the Project. The Contractor is solely responsible for ensuring the security and protection of such vehicles, equipment, materials, property, and Work. The County accepts no responsibility for the security, safety, or liability of said vehicles, equipment, material, property, or, until final acceptance, the Work. The Contractor understands that the project site is a public area and, as such, there may be vandalism or obstructions, protrusions, and undesirable materials on and under the ground surface that may result in damage to the Contractor's vehicles, equipment, materials, project work, or other property.
- C. Authorized representatives or agents of the Engineer and County, state, or federal government shall have the right to enter the project site at any time during execution of the Work for any purpose that will not unreasonably interfere with the Contractor's use, including, but not limited to, the conduct of its own business, facility inspection, or inspection to ensure compliance with the terms and conditions of the Project.

2.6 OTHER PROJECTS.

The Contractor is advised that other projects may be taking place at the site at the same time as this Project. The Contractor will make every effort to coordinate its work with that of other contractors.

2.7 PROTECTION OF PROPERTY.

Attention is directed to Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications. The Contractor shall take all reasonable precautions to preserve and protect all on-site and surrounding public and private property to prevent damage of all kinds to existing structures, signs, fences, gates, roads, drainage facilities, monitoring wells, equipment, and the environment arising from the execution of this Contract, unless otherwise called for on Project Plans or in these Special Provisions. In addition, the Contractor shall be responsible for the preservation and protection of all land monuments and property markers.

The Contractor shall replace, repair, and/or be responsible for any damage or injury to property of any character during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in the Contractor's manner or method of executing the Work, or at any time due to defective work or materials, and said responsibility shall not be released until the Project is completed and accepted. Repairs or replacement required as a result of such damage shall be performed to the County's satisfaction and at no additional cost to the County.

It is the Contractor's responsibility to identify and document any property or site damage that exists prior to the start of construction. If undocumented damage is discovered by the County that could have been caused as a result of the Contractor's presence, it will be the Contractor's responsibility to repair the damage to the County's satisfaction without cost to the County. If the Contractor does not repair the damage to the County's satisfaction, the County has the right, after 48 hours of written notification, to repair the damage and charge the Contractor for all expenses associated with the repair.

The Contractor shall be responsible for the safety of all persons at or near the project site as it pertains to the Project. The Contractor shall provide signage, temporary protective fencing, or covering over any open trenching, excavation, or other hazardous situation arising from the execution of the Work, to keep out unauthorized persons, at no additional cost to the County.

2.8 ENVIRONMENTAL PROTECTION.

The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. All necessary precautions shall be taken to prevent pollution of streams, drainage channels, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. Any fuel or lubricants stored on-site shall be in appropriate and secure containers provided with secondary containment.

2.9 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.

Should the Contractor encounter 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, and shall immediately cease work in the affected area and immediately report the condition to the Engineer in writing.

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

If delay of Work caused by the finding and removal of asbestos or hazardous materials, the delay will be considered an excusable right of way delay and the Contractor will be compensated for such delay as provided in Section 8-1.07 of the Standard Specifications, entitled "DELAYS".

2.10 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.

The Contractor is advised that the site of the Work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during its operations, any building, part of a building, structure, or object which is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor to either resume its operations or to suspend operations as directed.

Should the Engineer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform Extra Work, such shall be covered by an appropriate contract modification (change order or supplemental agreement).

2.11 NOTIFICATION AND INVESTIGATION OF DIFFERING SITE CONDITIONS.

Pursuant to section 7104 of the Public Contract Code, the contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

- (1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

The County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

In the event that a dispute arises between the County and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

SECTION 3. PROPOSAL REQUIREMENTS AND CONDITIONS

3.1 GENERAL.

The Bidder's attention is directed to the provisions in Section 1 of the Project Manual, entitled "Instructions to Bidders", and these Special Provisions for the requirements and conditions which the Bidder must observe in the preparation of and the submission of the bid.

3.2 BID BOND.

The Bidder's bond shall conform to the bond form shown on pages BD-17-18 of this Project Manual and shall be properly filled out and executed. The Bidder's bond form included in this Project Manual may be used.

3.3 ACKNOWLEDGEMENTS, DISCLOSURES, CERTIFICATIONS, AND AFFIDAVITS.

The Bidder's attention is directed to pages BD6-8 of this Project Manual, which shall be submitted as required by paragraph 5 of "Instructions to Bidders". In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal.

3.4 POST-BID SUBMITTALS

Failure of the Bidder to fulfill the requirements of the Contract Documents for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the Bidder to a determination of the Bidder's responsibility in the event it is the apparent low bidder on future public works contracts.

SECTION 4. CONTRACT REQUIREMENTS

4.1 SUBCONTRACTING.

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

If the Contractor violates Public Contract Code § 4100 et seq., the County of Mono may exercise the remedies provided under Public Contract Code § 4110. The County of Mono may refer the violation to the Contractors State License Board as provided under Public Contract 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 terms of the prime Contractor's Contract with Mono County.

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.).

The Contractor shall submit copies of subcontracts upon request by the Engineer. Before subcontracted work starts, the Contractor shall submit a Subcontracting Request Form to the Engineer. The Contractor shall not use a debarred subcontractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>.

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

4.1.1 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.

Contractor or a 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 County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions 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.

SECTION 5. PROJECT SCHEDULE

5.1 GENERAL.

The Contractor will be considered to have received constructive notice that the Contract has been executed by the County on the date that a timely written Notice to Proceed is sent by email to the Contractor.

For the purposes of determining the Contractor's compliance with the time limits for completion of the Project pursuant to the Contract Documents, the Contractor's first Working Day shall be the date specified as such by the Notice to Proceed. The Contractor may not begin Work prior to the first Working Day.

The Contractor shall diligently prosecute the Project to completion such that the entire Project is complete, to the County's satisfaction, within 15 Working Days of the Notice to Proceed. Failure by Contractor to meet these time frames shall subject the Contractor to liquidated damages as specified herein.

5.2 CONTRACT AWARD AND EXECUTION.

Section 3, of the Standard Specifications, entitled "Contract Award and Execution", is replaced in its entirety by applicable provisions of the Invitation for Bids, the Instructions to Bidders, the Agreement, and these Special Provisions.

5.3 PRE-CONSTRUCTION CONFERENCE.

Prior to Contractor mobilization, a pre-construction conference will be held at a location, date, and time to be determined by the County for the purpose of discussing with the Contractor the scope of work, Project Plans, Technical Specifications, Special Provisions, CQAP, existing conditions, coordination with disposal site operations, equipment and material storage locations, materials testing and construction quality assurance, and all essential matters pertaining to the prosecution of and the satisfactory completion of the Project as required. The Contractor's representative at this conference shall include all major superintendents for the Work and may include subcontractors.

5.4 PROSECUTION AND PROGRESS.

The Contractor shall submit a progress schedule for the Engineer's approval within 14 calendar days after the date of the Notice of Award. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with the plans and specifications within the time set forth in the Contract Documents.

If, in the sole judgment of the Engineer, the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the Work within the Contract Time and modify its operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

5.5 ORDER OF WORK.

The project site is located in a climate that can experience freezing temperatures throughout the year. While determination of the means, methods, techniques, sequences, and procedures of construction are the responsibility of the Contractor, such sequencing and procedures must bear climatic conditions in mind. Work shall be scheduled and protected such that inclement weather does not damage the Work or result in a hazardous condition.

5.6 LIQUIDATED DAMAGES, GENERAL.

The County expects the Contractor to perform its responsibilities and tasks specified in these Contract Documents. The expectation is reasonable, within normally acceptable business practices, and in the best interest of the County and its residents. The Contractor acknowledges that the County, in entering into this Agreement, has considered and relied on the Contractor's representations as to its ability and commitment to quality and timeliness of service; that the provision of reliable and timely service of utmost importance to the County; and that the County will suffer damages if the Contractor fails to fulfill its obligations under the Contract. The Contractor acknowledges that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages that the County will suffer and that liquidated or actual damages attach and will be payable from any funds due to the Contractor.

The liquidated damages described in Section 5.7, below, represent the projected financial loss and expenditures that may occur as a result of Contractor's nonperformance, including financial loss as a result of project delays. The County and Contractor agree that the liquidated damages provided for herein do not represent a penalty; rather, the liquidated damages represent a good faith effort by the County and the Contractor to establish a reasonable estimate of the damages that will be incurred by the County in the circumstances described, considering all of the circumstances existing on the date of Contract award, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient.

This provision for liquidated damages for delay shall in no manner affect the County's right to terminate the Contract or the Contractor's right to perform the Contract as provided elsewhere in the Contract Documents. The County's exercise of these rights shall not release the Contractor from its obligation to pay said liquidated damages in the amount set out in Section 5.7, below.

5.7 LIQUIDATED DAMAGES, SPECIFIED.

The Contractor shall pay to the County of Mono the sum of nine hundred fifty dollars (\$950.00) per day for each and every calendar day's delay in finishing the Work to the County's satisfaction. Liquidated damages, if any, accrue starting on the first day after the expiration of thirty working days through the day of Contract acceptance.

If such non-performance continues, it may amount to a material breach for which the County may pursue recovery of actual losses resulting from the Contractor's failure to perform, and the County expressly reserves this right.

The County shall notify the Contractor in writing for any default specified in this subsection. The County may withhold liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work. If the County does not withhold liquidated damages, the liquidated damages shall be paid by the Contractor within thirty (30) calendar days of the County's notice. The Contractor's failure to pay the assessed liquidated damages within the designated time frame may be deemed by the County as breach of contract.

SECTION 6. PROJECT ADMINISTRATION

6.1 GENERAL.

Where there is no conflict with the Contract Documents, including these Special Provisions, attention is directed to Section 4-1.05, "Changes and Extra Work", and applicable portions of Section 5, "Control of Work", Section 7, "Legal Relations and Responsibility", and Section 8, "Prosecution and Progress," of the Standard Specifications with respect to administration of this contract and the Project.

6.2 OMITTED ITEMS.

The County may, if in its best interest, omit from the Work any Contract Item. Such omission shall not invalidate any other Contract provision or requirement. Should a Contract Item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such an item prior to the date of the order to omit such an item.

6.3 CONTRACTOR REPRESENTATION.

The County will not recognize any subcontractor on the Work. The Contractor shall at all times when Work is in progress be represented in person by either a qualified, competent Superintendent or by other designated, qualified, competent representative who is duly authorized to receive and execute orders of the Engineer. The Superintendent shall be satisfactory to the County and shall not be changed except with the express written consent of the County unless the Superintendent proves to be unsatisfactory to the Contractor or ceases to be in its employ.

All communications given to the Superintendent or other authorized representative shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. An authorized representative of the Contractor shall be available for emergency telephone communications from the County on a 24-hour, seven days per week basis during the performance of the Work.

6.4 CONTRACTOR PERSONNEL.

The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the work assigned to him or her. The Contractor shall ensure that all workers have sufficient skill and experience necessary to properly perform the work assigned to them and that workmanship shall be of the best trade practice, regardless of the quality of materials. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily. The Contractor shall provide at all times sufficient and competent labor to carry on the work properly and ensure completion of each part in accordance with the Project Plans, these Special Provisions, the CQAP Plan, and the approved schedule.

An employee of the Contractor or subcontractor who is deemed incompetent, disorderly, or otherwise objectionable by the County, shall be removed promptly by the Contractor and not reemployed on the Work.

6.5 METHODS AND EQUIPMENT.

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents.

All equipment proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously-completed Work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract Documents, the Contractor is free to use any methods or equipment that will accomplish the Work in conformity with the requirements of the Contract Documents.

6.6 PARTIAL PAYMENTS.

Unless otherwise agreed by the County, no partial payment will be made for any materials on hand which have been furnished but not incorporated into the Work.

6.7 RETENTION OF FUNDS.

- A. In accordance with Section 9203 of the California Public Contract Code, five percent (5%) of each progress payment will be retained by the County to ensure satisfactory completion of the Contract.
- B. In accordance with Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any moneys withheld by the County to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the County, or with a state or federally chartered bank in California as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the Contract, securities shall be returned to the Contractor.
- C. Contractor may alternatively request, and the County shall then make, payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the Contractor. Upon satisfactory completion of the Contract, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the County, pursuant to the terms of this section.
- D. Release of retention or otherwise held securities or funds will be made in accordance with the California Public Contract Code.

6.8 FINAL ACCEPTANCE.

Upon due notice from the Contractor of presumptive completion of the entire Project, the Engineer and County will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract Documents, such inspection shall constitute the final inspection. The County shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any Work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the Work, another inspection will be made which shall constitute the final inspection, provided the Work has been satisfactorily completed. In such event, the County will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

The completion of the Work will be accepted and Notice of Completion recorded by the County only when the entire Contract is completed satisfactorily to the County.

6.9 CLAIMS FOR ADJUSTMENT AND DISPUTES.

If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the Contract Documents or previously authorized as Extra Work, the Contractor shall notify the County in writing of its intention to claim such additional compensation 24 hours before it begins the work on which the claim is based. If such notification is not given or the County is not afforded proper opportunity by the Contractor to keep strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the Work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 14 calendar days, submit its written claim to the County for consideration in accordance with local laws or ordinances. Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

6.10 WARRANTY AND GUARANTEE.

The Contractor warrants to the County that all materials furnished under this Contract shall be new unless otherwise specified and that all Work, including without limitation all materials, will be of good quality, free from faults and defects and in conformance with contract requirements. Any Work not so conforming to these standards may be considered defective. The obligations of the Contractor in this subsection shall be in addition to, and not in limitation of, any obligations imposed upon it by those guarantees required by the contract or otherwise prescribed by law.

Neither the recordation of a Notice of Completion, nor the final certification or payment, nor any provision of the Contract or partial or entire use or occupancy of the premises by the County shall constitute an acceptance of the Work not performed in accordance with the Contract or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor agrees that all work and materials provided under this contract are guaranteed for a period of one year against defects of any kind or nature and that any defective work or materials resulting from the Contractor's negligence will be repaired or replaced by the Contractor at its own expense immediately upon notification by the County. The Contractor shall furnish a warranty bond in the amount of 10 percent of the contract price as provided for and meeting the requirements specified in the Contract Documents. The warranty bond shall be furnished and approved prior to final payment and release and shall remain in effect for the duration of the guarantee period to insure the repair or replacement of defective work or materials. The one-year guarantee period shall commence on the day of recordation of the Notice of Completion.

The County will give notice of observed defects with reasonable promptness. The County is authorized to make such repairs and to charge the Contractor the actual costs of such necessary labor and material, if, within 14 calendar days after mailing a notice in writing to the Contractor or its agent, the Contractor neglects to make or undertake with due diligence the aforesaid repairs; provided, however, that in the case of an emergency where, in the opinion of the County, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

If after installation and acceptance, the Work provided for under this Contract proves to be unsatisfactory to the County, the County shall have the right to use the Work until it can, without

damage to the County, be taken out of service for correction or replacement. Such period of use of the defective Work pending correction or replacement shall in no way decrease the guarantee period.

Nothing in this section shall be construed to limit, relieve or release the Contractor's, subcontractor's, and supplier's liability to the County for damages sustained as the result of latent defects in the Work caused by the negligence of their respective agents, employees or subcontractors.

6.10 TERMINATION BY CONTRACTOR.

Subject to Section 6.11, below, the Contractor shall have the right to terminate the Contract only upon the occurrence of one of the following:

1. Provided that County has not commenced reasonable action to remove any order of a court within the 90 day period, the Work is stopped for 90 consecutive days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
2. The County fails to perform any material obligation under the Contract Documents and fails to cure such default within 30 days, or County has not commenced to cure such default within 30 days where such cure will require a reasonable period beyond 30 days and diligently prosecutes the same to completion, after receipt of notice from Contractor stating the nature of such default(s).

Upon occurrence of one of the events listed above, the Contractor may, upon 10 days additional notice to County and Engineer, and provided that the condition giving rise to Contractor's right to terminate is continuing, terminate the Contract.

Upon termination by Contractor, County will pay to Contractor the sum determined by Section 6.12 of these Special Provisions. Such payment will be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Contractor pursuant to this section; and Contractor will be entitled to no other compensation or damages and expressly waives the same.

6.11 TERMINATION BY COUNTY FOR CAUSE.

The County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause at any time after the occurrence of any of the following events:

1. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
2. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
3. A receiver is appointed to take charge of Contractor's property.
4. The commencement or completion of any Work activity on the critical path is more than 6 days behind the date set forth in the Contract Schedule for such Work activity as a result of an Unexcusable Delay.
5. Contractor abandons the Work.

Upon the occurrence of any of the following events and subject to the clause entitled "Force Majeure", the County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause if the Contractor fails to promptly commence to cure such default and diligently

prosecute such cure within 5 days after notice from the County, or within such longer period of time as is reasonably necessary to complete such cure:

1. Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
2. Contractor fails to make prompt payment of amounts properly due Subcontractors after receiving payment from County.
3. Contractor disregards applicable code requirements.
4. Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
5. Contractor is in default of any other material obligation under the Contract Documents.
6. Contractor persistently or materially fails to comply with applicable safety requirements.

Upon any of the occurrences referred to above the County may, at its election and by notice to the Contractor, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method County may deem expedient. If requested by County, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Contractor fails to do so, County may remove or store, and after 90 days sell, any of the same at Contractor's expense.

If the Contract or Contractor's right to perform is terminated by the County as provided in this section, the Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by County.

If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for County staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to County.

No termination or action taken by the County after termination shall prejudice any other rights or remedies of the County provided by law or by the Contract Documents upon such termination; and the County may proceed against the Contractor to recover all losses suffered by County.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

6.12 TERMINATION BY COUNTY FOR CONVENIENCE.

The County may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to Contractor. Upon such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of the Contractor, the County shall pay the Contractor in accordance with this Section, below.

Upon receipt of notice of termination under this Section, Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

Upon such termination, the obligations of the Contract shall continue as the portion of Work already performed and, subject to Contractor's obligations under Section 6.11 above, as to bona fide obligations assumed by the Contractor prior to the date of termination. However, termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

Section 8-1.14E, "Payment Adjustment for Termination," of the Standard Specifications is replaced in its entirety by the following language:

"Upon such termination, the County shall pay to Contractor the sum of the following:

1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
2. Plus previously unpaid costs of any items delivered to the Project Site that were fabricated for subsequent incorporation in the Work.
3. Plus any proven losses with respect to materials and equipment directly resulting from such termination.
4. Plus reasonable demobilization costs.
5. Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

The above payment shall be the sole and exclusive remedy to which the Contractor is entitled in the event of termination of the Contract by the County pursuant to this Section 6.12; and the Contractor will be entitled to no other compensation or damages and expressly waives same."

6.13 FORCE MAJEURE.

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

SECTION 7. MATERIALS

7.1 MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

Wherever, in the Contract Documents, a particular brand or make of item is specified, the Contractor shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item. This requirement shall be met with respect to the specifications and recommendations of the manufacturer of an "or equal" item approved by the Engineer and installed or applied by Contractor.

7.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.

Where American Society for Testing Materials (ASTM) or other specifications or standards are mentioned, it shall be understood that the materials or methods mentioned therewith shall conform to all requirements of the same that are in effect on the date of bid submission.

Where the trade name of a product or the name of a product or the name of a manufacturer appears, it shall be understood to specify the product so identified or its "Approved Equal." The words "Or Equal" or "Approved Equal" shall mean equal in the opinion of, and approval by, the Engineer. Any substitutions for products or manufacturers mentioned in the Contract Documents shall be submitted by the Contractor to the County for approval within 14 calendar days following the Notice of Award.

7.3 STORAGE OF MATERIALS.

Materials shall be stored as to assure the preservation of their quality and fitness for the Work. Stored materials, even if approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the County and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the County. Private property shall not be used for storage purposes without written permission of the owner or lessee of the property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the County a copy of the owner's or lessee's permission. All storage sites on private or County property shall be restored to their original condition by the Contractor at its entire expense, except as otherwise agreed to (in writing) by the County.

SECTION 8. CONSTRUCTION DETAILS

8.1 ORDER OF WORK.

The location where Project improvements are to be constructed will be exposed to public traffic. The Contractor shall conduct operations so that conditions do not exist that would create a nuisance, hazard, or other damage. Appropriate safety measures, warning devices and protective devices shall be implemented to protect all workers, the traveling public, and the Work.

8.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements of the State and local Health Department, or of other bodies or tribunals having jurisdiction.

Attention is directed to federal, State, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to that worker's health or safety.

The Engineer and County shall have **no** responsibility for job site safety. The Contractor and its subcontractors must execute their daily work in accordance with the latest edition of the Occupational Safety and Health Administration (OSHA).

8.3 CONSTRUCTION SITE NUISANCE.

The Contractor shall maintain preventative controls of blowing dust, noise, and other nuisances from construction work. No dogs or other animals are allowed within the project limits.

8.4 PUBLIC CONVENIENCE AND SAFETY.

The Contractor shall provide temporary protective fencing, barriers, and/or covering over any open trenching or excavation arising from the execution of this Contract, to keep out unauthorized persons, at no additional cost to the County. The cost for providing signage, barriers, or any other items associated with public convenience and safety shall be the sole responsibility of the Contractor and no additional payment will be allowed therefore.

8.5 HIGHWAY CONSTRUCTION EQUIPMENT.

Attention is directed to Section 591 of the Vehicle Code and Sections 7-1.01D, "Vehicle Code," and 7-1.02, "Load Limitations," of the Standard Specifications. The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

8.6 PERMITS.

The Contractor shall give all notices as required and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Project Plans and Technical Specifications are at variance therewith, the Contractor shall notify the County promptly in writing, of any necessary changes in the work. If the Contractor performs any Work knowing it to be contrary to such laws ordinances, rules and regulations, and without such notice to the County, the Contractor shall bear all costs arising therefrom. Copies of permits shall be furnished to the County.

8.7 CONSTRUCTION LAYOUT AND STAKES.

The County shall engage the services of a State of California licensed Professional Land Surveyor to perform construction layout. All staking on the project shall be performed by, or under, the direct supervision of a Professional Land Surveyor. The County will be responsible for establishing all survey controls and other layout that may be required for construction of the Work. The Contractor will be responsible for maintaining construction stakes or other control if it is required due to the Contractor's carelessness.

8.8 TESTING.

Aside from quality control materials testing and certifications required from the Contractor in the Construction Quality Assurance Program (CQAP), Technical Specifications, Standard Specifications, and these Special Provisions, the County will provide quality assurance testing services for installed work.

8.9 CONTRACTOR QUALITY CONTROL.

The Contractor shall be responsible for the quality of all materials entering into the work and of the work performed. The County and Engineer shall establish, maintain, and modify if needed, a quality control system that will provide assurance that materials and completed work conform to Contract requirements. A copy of the CQAP, which establishes testing frequency for materials incorporated into

the Work and criteria used to monitor the Contractor's conformance with Project Plans and Technical Specifications, is attached at the end of these Special Provisions.

8.10 INSPECTION OF THE WORK.

All materials and each part or detail of the Work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the Work, shall remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the specifications. Should the Work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as Extra Work; but should the Work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the County may be ordered removed and replaced at the Contractor's expense unless the County's representative failed to inspect after having been given reasonable notice in writing that the Work was to be performed.

8.11 RETEST OF WORK.

When, as provided for in the Contract Documents, the County or Contractor performs sampling and testing of the work and the tests show a failure to meet the requirements of these Special Provisions, the CQAP, Technical Specifications, or Standard Specifications, the expense of re-testing, after re-working or substitution by the Contractor, will be at the expense of Contractor, and such costs will be deducted from any amounts due to the Contractor.

8.12 MAINTENANCE DURING CONSTRUCTION.

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces so that the Work is maintained in satisfactory condition at all times. All costs of maintenance work before the project is accepted shall be included in the unit prices bid on the various Contract Items, and the Contractor will not be paid an additional amount for such work.

Should the Contractor at any time fail to maintain the Work as provided herein, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists. Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the County to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the County shall be deducted from monies due or to become due the Contractor.

SECTION 9. OPERATIONS AND SAFETY

9.1 TEMPORARY CONTRACTOR FACILITIES.

At a minimum, the Contractor shall provide chemical toilets for use by Contractor and subcontractor employees. Chemical toilets shall be regularly serviced to maintain a clean and odorless facility.

The Contractor's storage area shall be determined at the pre-construction conference. The Contractor shall secure at its own expense any area required for storage of equipment or materials, or for other supplies.

The County will not be responsible for providing telephone, electrical, water, sewer, or any other temporary utility for use by the Contractor.

The Contractor shall remove all equipment, materials, and rubbish from the work areas which it occupies and shall leave the areas in a clean, safe and presentable condition.

9.2 BORROW, DISPOSAL AND MATERIAL SITES.

The operation of any borrow or disposal sites used by the Contractor to produce or dispose of materials for this project shall comply with the requirements of the Contract Documents. All provisions for water pollution, air pollution, and sound control that apply within the limits of the Contract shall apply to all borrow or disposal sites utilized by the Contractor.

Full compensation for complying with the requirements for borrow, disposal and material sites in this section shall be considered as included in the contract prices paid for the items of work which require the use of the sites and no additional compensation will be allowed therefore.

9.3 WATER SUPPLY.

The Contractor is responsible for making its own arrangements to legally obtain an adequate supply of water required for the proper construction of this project in accordance with the Contract Documents. The Contractor shall be responsible for all costs associated with obtaining construction water. If the Contractor uses non-potable water on the project, the sources and discharge of non-potable water shall meet the California Department of Health Services water reclamation criteria and the requirements of the Lahontan Regional Water Quality Control Board.

If used, non-potable water shall not be conveyed in tanks or drain pipes which will be used to convey potable water. There shall be no connection between non-potable water supplies and potable water supplies. Non-potable water supply, tanks, pipes, and other conveyances of non-potable water shall be labeled, "NON-POTABLE WATER—DO NOT DRINK."

Full compensation for developing a water supply, loading, and transporting water, labeling as specified, and dust control and moisture-conditioning on the project site shall be considered included in the prices paid for the various Contract Items of work involving the use of water and no additional compensation will be allowed therefore.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

When ordered by the Engineer, a dust palliative conforming to the provisions of Section 18, "Dust Palliative," of the Standard Specifications shall be used to control dust on this project. No direct payment shall be made for dust palliative. Payment for dust palliative shall be included in the cost of other work.

9.4 EXISTING FACILITIES.

The Contractor shall be responsible for protecting all existing structures and facilities from damage as a result of the Contractor's activities. Any damage resulting from the Contractor's operations shall be repaired immediately, at the Contractor's expense.

SECTION 10. PROGRESS MEETINGS

10.1 WEEKLY PROGRESS MEETINGS.

The Engineer will conduct Progress Meetings at regularly scheduled times convenient for all parties involved. Progress Meetings are in addition to specific meetings held for other purposes, such as coordination meetings. Discussions will address administrative and technical issues of concern, determining resolutions and development of deadlines for resolution within allowable time frames.

10.2 ATTENDEES.

As may be required by the Engineer, in addition to representatives of Mono County and the Contractor, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by individuals directly involved with the Contract and authorized to conclude matters relating to progress.

SECTION 11. PROJECT CLOSEOUT

11.1 RECORD DRAWINGS.

The Contractor shall maintain a set of accurate record drawings during the course of the project. Any project work completed that varies from the plans as issued shall be legibly noted on the Record Drawings in red ink. Both text and line work shall be used to reflect the changes. At the completion of the project and prior to final payment, the record drawings shall be delivered to the County and, upon receipt, be maintained as the property of the County.

SECTION III
TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

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*ASPEN ROAD
PAVING PROJECT
Project No. 9098*

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1. Description of Work

The Work to be done generally consists of rehabilitation of approximately 1,250 lineal feet of Aspen Road including the following a full depth grind of existing asphalt concrete pavement, road grading and compaction, and placement of three-inches of new asphalt concrete pavement. Also, driveway transitions, roadway signage, and other items or details not mentioned above, that are required by the project plans, the Special Provisions, these Technical Specifications, or the CQAP Manual shall be performed, placed, constructed, or installed.

There may be other items of work not mentioned above that are required by the Standard Specifications (Caltrans, 2010).

2. Mobilization

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to and from the project site.

The contract LUMP SUM price paid for "MOBILIZATION" shall constitute full compensation for furnishing all labor and materials, including tools, equipment and incidentals, and for performing the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of equipment and materials, creating as-built drawings, and for performing all work required for which separate payment is not otherwise provided as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer. No adjustment will be made to the lump sum price for mobilization due to changes to other items of work or additions to the Contract.

3. Control of Work and Materials

Control of Work and Materials shall conform to the provisions in Section 5, "Control of Work," and Section 6, "Control of Materials" of the State Standard Specifications and these Technical Specifications.

No equipment or construction materials shall be stored or staged within the traveled way. The Contractor shall coordinate with the County regarding establishment and operation of storage and staging areas.

In each stage of construction, after completion of the preceding stage, the first order of work shall be the removal of any existing pavement delineation that conflicts with the pavement delineation being used by public traffic, as determined by the Engineer.

24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the

Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff's Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.

Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall deliver written notice to all adjoining residents, businesses, tenants and other applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor's superintendent and of the County's Project Engineer. A follow up notice shall be distributed two days prior to the construction activity. Copies of all notices shall be provided to the Engineer for approval five working days prior to the desired distribution date.

The Contractor shall provide Advance Public Notice and coordinate the work with the following parties.

Mono County Sheriff's Department	760-932-7549
Mono County Fire / Rescue Department	760-387-2955

List of Required Submittals:

The Contractor shall provide two copies of each of the following submittals to the Engineer:

1. Construction Schedule
2. Caltrans "Dual" Encroachment Permit
3. Traffic control plan
4. HMAC mix design
5. HMAC tack coat Certificate of Compliance
6. Signage Certificate of Compliance

The County reserves the right to require additional submittals from the Contractor that are not specifically identified above. If so requested, the Contractor shall provide the Engineer with four copies of any additional submittals.

4. Traffic Control

Aspen Road provides the only access to a residential neighborhood. There is no alternative route for residents and emergency services to use during construction. Therefore, except for temporary interruptions approved by the Engineer, the Contractor shall maintain property owners' access to their property at all times.

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," of the State Standard Specifications and these Technical Specifications. Nothing in these Technical Specifications shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

The Contractor shall provide a traffic control plan specific for each phase of the project to be reviewed and approved by the Engineer prior to starting work. The proposed traffic control plans shall be prepared and signed by a Professional Traffic Operations Engineer (PTOE) or a Traffic Control Supervisor certified by the American Traffic Safety Services Association (ATSSA), hereinafter designated "TCS". Traffic control shall be completely in place prior to the start of each day's work. At the pre-construction meeting, the traffic control requirements for the project shall be reviewed with the Contractor including all of the Contractor's foremen or supervisors.

The Contractor shall post "No Parking" signs, as necessary, not less than 72 hours in advance of scheduled work that will restrict parking. If the work is not performed during the timeframe indicated on the "No Parking" signs, the work shall be rescheduled with at least five (2) working days advance notice. The Contractor shall leave the street open to traffic until just prior to starting the work, and shall provide all barricades, signs and traffic control necessary to protect the work. The Contractor shall perform all reposting of "No Parking" signs and re-notification occasioned by his failure to meet the posted schedule.

Costs from delays caused by failure of the Contractor to adhere to the approved schedule shall be at the Contractor's sole expense and no additional compensation will be allowed therefor.

The Contractor shall maintain a safe workplace at all times, including, but not limited to, providing flaggers, safety equipment, barricades, safe pedestrian passage along sidewalks, and maintenance of handicap access throughout the project site where applicable.

The Contractor shall fulfill the requirements of this section 24 hours per day, seven days per week, including holidays, from the time the Notice to Proceed is issued until the project is accepted as complete.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed as approved by the Engineer.

Bicycle lanes shall be maintained by the Contractor at all times. Appropriate warning signs designed for bicyclists shall be posted and maintained by the Contractor, as necessary, so that bicyclists can safely traverse the construction zone.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

All excess and unsuitable material resulting from the Contractor's operation shall be removed from the project site before the end of each workday.

All hauling on local roads and streets shall be on routes acceptable to the Engineer. The Contractor shall submit the anticipated haul routes for each work location 2 working days prior to the pre-construction meeting.

The Contract LUMP SUM price paid for "CONSTRUCTION TRAFFIC CONTROL" shall include full compensation for furnishing all labor, materials (including signs, arrow boards, barricades and cones), tools, equipment and incidentals, preparing the required traffic control plan, and providing construction and detour signs, flaggers, police support and the installation and subsequent removal of signing, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as shown on the plans, as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer.

5. Erosion Control

A General Construction Permit is not required for this project because less than an acre is being disturbed. However, storm water Best Management Practices (BMPs) must be installed and maintained during construction.

The Contract LUMP SUM price paid for "EROSION CONTROL" shall include full compensation for furnishing all labor, materials (including fiber rolls, etc.), tools, equipment and incidentals necessary to complete the Work as specified to install, maintain, adjust, replace, remove, and dispose of BMPs as directed by the Engineer.

6. Dust Control

The Contractor shall perform necessary work to control dust at all times as required by regulation. Full compensation for dust control including that resulting from public traffic shall be considered as included in the prices paid for the various items of work involved, and no separate payment will be made therefor.

7. Adjustment of Existing Facilities

Water, sewer, and storm drain facilities requiring adjustment were identified within the project area during design. Also, existing survey monuments within the roadway have been identified and located by the County's surveyor.

All work performed in connection with adjusting existing facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," and Section 4-1.03D "Changes" of the State Standard Specifications and these Technical Specifications.

It is possible that existing underground utility lines exist that are not shown on the plans. The Contractor shall be responsible for locating and field verifying the location of all existing utilities and utility features prior to the start of construction activities and protecting all facilities during construction. Damage caused by the Contractor to existing facilities shall be repaired within 24 hours at the sole expense of the Contractor.

The Contractor shall notify and coordinate the work of identifying and marking utility facilities with the respective utility companies. The Contractor is required to call Underground Service Alert (USA) at 811 forty-eight (48) hours in advance of any excavation activity. The Contractor shall submit to the Engineer copies of all USA confirmation numbers including associated documentation. **NOTE: The local public utility district is not a subscriber to USA, but they can be contacted at:**

June Lake Public Utility District (JLPUD)
c/o Jon Simmons, Maintenance Superintendent
(760) 648-7778
P.O. Box 99
June Lake, CA 93529

Existing survey monuments shall be preserved, referenced or replaced pursuant to the requirements of State of California Streets and Highways Code Sections 732.5, 1492.5, and 1810.5 and Business and Professions Code Section 8771 and the following:

The Contractor shall not disturb permanent survey monuments or benchmarks except as approved by the Engineer. The Contractor shall bear the expense of replacing any monuments or benchmarks that may be disturbed without permission.

Replacement shall be done only with the direction of and in the presence of the Engineer. **Replacement survey monument wells will be staked out by the County’s surveyor prior to construction by the Contractor. The County’s surveyor will install and center punch survey markers after construction.**

Should the Contractor during the course of construction encounter a survey monument or benchmark not shown on the plans, he shall promptly notify the Engineer so that the monument or benchmarks may be referenced accordingly.

The contract unit price paid per EACH for “ADJUST SEWER MANHOLE COVER, WATER METER BOX OR STORM DRAIN GRATE”, “ADJUST WATER VALVE COVER OR SEWER CLEAN OUT”, and “CONSTRUCT SURVEY MONUMENT WELLS” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in adjusting these existing facilities, complete in place, as specified in the State Standard Specifications and these Technical Specifications and as directed by the Engineer.

8. Pulverization

The existing roadway shall be pulverized to the depth shown on the plans and shaped to provide a stable base for asphalt concrete pavement. Unless otherwise directed by the Engineer, pulverized material shall conform to the following requirements:

Sieve Size	Percent Passing (%)
3”	100
2”	95 – 100

If the pulverization of the existing pavement layer does not meet these criteria, a portion of the pulverized material shall be replaced with approved material to ensure compliance with the above, as directed by the Engineer.

Preparation of Roadbed

The pulverized material shall be rolled with a pneumatic tired roller and rough graded to base grade (+ 1 inch). **The work of this project, including the new road alignment, shall be staked by the County’s surveyor.** The Contractor shall bear the expense of replacing construction staking disturbed without permission. Operations shall be conducted so as to maintain traffic flow as required under Section 4 “Maintaining Traffic / Traffic Control”. The Contractor shall shape and compact the pulverized material and open the street to public traffic at the end of each work day.

The Contractor shall be responsible for all damage to pulverizing machines caused by hitting any hidden objects during pulverizing operations. In addition, the Contractor shall be responsible for the cost of repairing any facility that is damaged by the pulverizing machine.

Compaction

At the start of compaction, the percentage of moisture in the pulverized material shall be within 2 percentage points of the optimum moisture content and shall be less than the moisture content which will cause the material to become unstable during compaction and finishing. The optimum moisture content and density shall be determined in the field in accordance with ASTM D1557 on representative samples of the pulverized material obtained from the area being processed at the time compaction begins. The material shall be compacted to a minimum of 95% of maximum density in accordance with ASTM D1577.

Finishing

When the initial compaction is nearing completion, the surface of the material shall be shaped to the required lines, grades, and cross sections. The moisture content of the surface material shall be maintained at not less than the optimum moisture content during finishing operations.

If necessary, the surface shall be lightly scarified and reworked to remove any tire imprints left by equipment. Finishing shall be done in such a manner as to produce a smooth dense surface free of compacting planes, cracks, ridges, or loose material.

Quantities of "PULVERIZATION" will be measured by the SQUARE YARD for the depths and widths specified on the project plans, regardless of the number of passes required.

The contract unit prices paid per SQUARE YARD for "PULVERIZATION" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in pulverizing the roadbed, mixing water and re-compacting the material, including constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, as shown on the Plans, as specified in these Technical Specifications and as directed by the Engineer.

9. Aggregate Base

Aggregate base for road base shall be installed according to the details and location shown on the plans. Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases" of the State Standard Specifications and these Technical Specifications.

The grading of the material shall conform to the 3/4-inch maximum, specified in Section 26-1.02A, "Class 2 Aggregate Base," of the State Standard Specifications.

Aggregate base shall be spread in accordance with the provisions of Section 26-1.04, "Spreading" and Section 26-1.05, "Compaction," of the State Standard Specifications. Spreading and compacting shall be performed by methods that will

produce a uniform base, firmly compacted and free from pockets of coarse or fine material. No spreading operation shall begin until the physical characteristics of aggregate base have been approved by the Engineer.

Aggregate base, regardless of its use, shall be compacted to 95% (ninety-five percent) relative compaction as determined by ASTM D 6938. Tests shall be performed every 300 linear feet placed.

The contract unit price paid per CUBIC YARD for "AGGREGATE BASE" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in furnishing and installing aggregate base for structural road sections to the grades and dimensions indicated on the plans and compacting the material, as specified in these Technical Specifications and as directed by the Engineer.

10. Hot Mix Asphalt Concrete

Asphalt Concrete shall be placed according to the details and location shown on the plans. Work under this item shall conform to the provisions in Section 39, "Hot Mix Asphalt" of the State Standard Specifications (2010) and these Technical Specifications.

Materials: Hot Mix Asphalt (HMA) shall be Type A using the Standard construction process complying with Section 39, "Hot Mix Asphalt" of the State Standard Specifications. Asphalt binder to be mixed with the aggregate shall conform to the provisions of Section 92, "Asphalts", of the State Standard Specifications and shall be Performance Graded Polymer Modified (PG Polymer Modified) Asphalt Binder PG 64-28 PM. Aggregate for HMA Type A must comply with the 3/4-inch or 1/2-inch grading. Tack Coat shall be asphaltic emulsion in conformance with the provisions of Section 94 "Asphaltic Emulsions" of the State Standard Specifications.

Place HMAC on adjacent traveled way lanes so that at the end of each work shift, the distance between the ends of HMAC layers on adjacent lanes is between 5 feet and 10 feet. Place additional HMAC along the transverse edge at each lane's end and along the exposed longitudinal edges between adjacent lanes. Hand rake and compact the additional HMAC to form temporary conforms. Kraft paper or another approved bond breaker may be placed under the conform tapers to facilitate the taper removal when paving operations resume. The joint of the new pavement overlay shall not be located in a wheel path.

The contract unit price paid per TON for "3-inch HMAC OVERLAY" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and doing all work involved in constructing asphalt concrete overlay, including contractor quality control according to State Standard Specification Section 39 "Hot Mix Asphalt", complete in place, as shown on the plans and as specified in these Technical Specifications or as directed by the Engineer.

Full compensation for HMAC Driveway Transitions shall be considered as included in the contract price paid per TON of "3-inch HMAC OVERLAY" and no separate payment will be made therefor.

Full compensation for furnishing and applying tack coat shall be considered as included in the contract price paid per TON of "3-inch HMAC OVERLAY" and no separate payment will be made therefor.

11. Shoulder Backing

Material for shoulder backing and shoulder widening shall be installed according to the details and location shown on the plans. Shoulder backing shall be pulverized material in accordance with section 9 of these Technical Specifications.

Shoulder backing material shall be spread in accordance with the provisions of Section 26-1.04, "Spreading" and Section 26-1.05, "Compaction," of the State Standard Specifications. Spreading and compacting shall be performed by methods that will produce a uniform base, firmly compacted and free from pockets of coarse or fine material. No spreading operation shall begin until the physical characteristics of shoulder backing material base have been approved by the Engineer.

Shoulder backing material, regardless of its use, shall be compacted to 90% (ninety percent) relative compaction as determined by ASTM D 6938. Tests shall be performed every 300 linear feet placed.

Quantities of "SHOULDER BACKING" will be measured by the STATION calculated based on the length of the project. Stationing shall include both sides of the road. The contract unit price paid per STATION for "SHOULDER BACKING" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in furnishing and installing shoulder backing to the grades and dimensions indicated on the plans, compacting the material, including constructing, as specified in these Technical Specifications and as directed by the Engineer.

12. Snow Poles

Snow Poles shall be furnished and installed as shown on the plans and as directed by the Engineer. Existing snow poles shall be removed and disposed of in accordance with Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the State Standard Specifications.

Materials: Snow poles shall be steel U-channel posts furnished in 10-foot lengths. Poles shall have a nominal weight of two pounds per lineal foot and shall have a factory applied orange powder coated finish. Reflective tape shall be high intensity "encapsulated lens" type and be white in color.

Snow Poles shall be installed at every intersection and at 150 foot intervals along both sides of the road, and set 1 to 3 feet off the edge of pavement as directed by the Engineer. Snow Poles shall be embedded in the ground two feet unless otherwise directed by the Engineer. On the side of the pole facing traffic, 3" x 3" strips of white reflective tape shall be placed five feet above the pavement and at the top of the pole. On the side facing away from traffic a 3" x 3" strip of white reflective tape shall be placed at the top of the pole.

The contract unit price paid per EACH for "SNOW POLES" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing snow poles, complete in place, including the removal and disposal of existing snow poles, as specified in these Technical Specifications and as directed by the Engineer.

13. Traffic Signs and Sign Posts

Traffic Signs and Sign Posts shall conform to Section 56-2, "Roadside Signs" of the State Standard Specifications.

The contract unit price paid per EACH for "INSTALL SIGNS" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing traffic signs and sign posts, complete in place, as specified in the State Standard Specifications and these Technical Specifications and as directed by the Engineer. One or more sign panels mounted on a single post will be counted as a single unit.

SECTION III

**CONSTRUCTION QUALITY
ASSURANCE PROGRAM**

QUALITY ASSURANCE PROGRAM (QAP)

AGENCY: County of Mono

The County of Mono has established the following Quality Assurance Program (QAP) to provide assurance that the quality of materials incorporated into County construction projects are in conformance with the requirements of the approved plans and contract specifications, including approved changes. The terms of the QAP will be every five years starting from the date of the original activation of this QAP, or upon changes of testing frequencies or to the tests themselves. Testing Standards are found as Appendix A to this document.

DEFINITION OF TERMS

- Acceptance Testing (AT) – Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- Independent Assurance Program (IAP) – Verification that AT is being performed correctly by qualified testers and laboratories.
- Quality Assurance Program (QAP) – A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT and IAP.
- Source Inspection – AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.

MATERIALS LABORATORY

The County will use their own materials laboratory or a private consultant materials laboratory to perform Acceptance Testing (AT) on Federal-aid and other designated projects. The materials laboratory shall be under the responsible management of a California registered engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

1. Correlation Testing Program – The materials laboratory shall be a participant in one or more of the following testing programs:
 - a. AASHTO Materials Reference Laboratory (AMRL)
 - b. Cement and Concrete Reference Laboratory (CCRL)
 - c. Caltrans' Reference Samples Program (RSP)
2. Certification of Personnel – The materials laboratory shall employ personnel who are certified by one or more of the following:
 - a. Caltrans District Materials Engineer
 - b. Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt Institute, National Institute of Certification of Engineering Technologies, etc.
 - c. Other recognized organizations approved by the State of California and/or recognized by local governments or private associations.
3. Laboratory and Testing Equipment – The materials laboratory shall only use laboratory and testing

equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

ACCEPTANCE TESTING (AT)

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications. Testing methods will be in accordance with the CT Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications.

Sample locations and frequencies may be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Appendix A. Materials not included in Appendix A shall be tested in accordance with the Quality Assurance Program Manual for Use by Local Agencies (Manual) as produced by the California Department of Transportation.

INDEPENDENT ASSURANCE PROGRAM (IAP)

IAP shall be provided by personnel from Caltrans, the Agency's certified materials laboratory, or consultant's certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated.

IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT. IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel or an independent materials laboratory chosen by the Agency. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

REPORTING ACCEPTANCE TESTING RESULTS

The following are time periods for reporting material test results to the Resident Engineer:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within two working days after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within two working days after sampling.
- When soils and aggregates are sampled at the job site:
 - (1) Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within three working days after sampling.
 - (2) Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within four working days after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Resident Engineer's staff, shall be done on an expedited basis such as by fax, e-mail or telephone.

TESTING OF MANUFACTURED MATERIALS

A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in Appendix A. All certificates of compliance shall conform to the requirements of the contract specifications, for examples see Appendix J of the Manual.

Mono County Department of Public Works
Quality Assurance Program
Appendix A - Acceptance Sampling and Testing Frequencies

Construction Materials Accepted by a Certificate of Compliance^{1,2,3}

- Soil Amendment
- Fiber
- Fly Ash
- Geotextile Fabric
- Mulch
- Stabilizing Emulsion
- Plastic Pipe
- Lime
- Reinforcing Steel
- Structural Timber and Lumber
- Treated Timber and Lumber
- Timber and Lumber
- Culvert and Drainage Pipe Joints
- Reinforced Concrete Pipe
- Corrugated Steel Pipe and Corrugated Steel Pipe Arches
- Structural Metal Plate Pipe Arches and Pipe Arches
- Perforated Steel Pipe
- Polyvinyl Chloride Pipe and Polyethylene Tubing
- Steel Entrance Tapers, Pipe Down Drains, Reduces, Coupling Bands and Slip Joints
- Aluminum Pipe (Entrance Tapers, Arches, Pipe Down Drains, Reduces, Coupling Bands, and Slip Joints)
- Metal Target Plates
- Electrical Conductors
- Portland Cement
- Minor Concrete
- Air Entrainment Mixture
- Water Reducers and Set Retarders
- Waterstop

¹If Caltrans Standard Specifications May 2006 is part of contract specifications.

²Usually these items are inspected at the site of manufacture or fabrication and reinspected after delivery to the job site.

³Mono County reserves the right to test any material supplied for County projects. The conditions of this QAP can be overridden by the conditions of the Standard Specifications.

Testing and Sampling Requirements

Portland Cement (Hydraulic Cement)

Materials to be Samples or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Cement (Testing Only)	8-lb. sample	If the product is accepted based on a Certificate of Compliance, testing is not required. If the product is not accepted using a Certificate of Compliance, test at least once per job.	ASTM C109, CT 515, AASHTO T106	If testing appears warranted, fabricate six 2-in. mortar cubes using the Portland (or hydraulic) cement. Test for compressive strength.

Portland Cement Concrete (Hydraulic Cement Concrete)

Materials to be Samples or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate for Hydraulic Cement Concrete (Sampling & Testing)	50-lb. sample	Take one aggregate sample for 1,000 CY of PCC/HCC concrete. Test at least one sample per job.	ASTM D75, CT 125, AASHTO M6, T2, M80	Sample aggregate from belt or hooper (random basis).
Water (Sampling & Testing)	Take a two-quart sample using a clean plastic jug (with lining) and sealed lid. Sample at the point of use.	If the water is clean with no record of chlorides or sulfates greater than 1%, no testing is required. If the water is dirty, do not use it. Test only when the chloride or sulfates are suspected to be greater than 1%.	CT 405, CT 422, CT 417, AASHTO R23	If testing appears warranted, test for chlorides and sulfates.

Portland Cement Concrete (Hydraulic Cement Concrete)

Materials to be Samples or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Air Entraining Admixtures (Sampling & Testing)	Take a one-quart sample using a clean, lined can or plastic bottle, if liquid. If powder, take a 2.5-lb. sample.	if the product is accepted based on a Certificate of Compliance, testing is not required. If not, take one sample per job. Prior to sampling, check with Caltrans (METS) for acceptable brands and dosage rates.	ASTM C233, AASHTO M154, T157, C260	If testing appears warranted, test for chlorides and sulfates. Admixtures with sulfates and chlorides greater than 1% should not be used.
Water Reducers or Set Retarders (Sampling & Testing)	if liquid, take a 1-qt. sample using a clean plastic can. If powder, take a 2.5-lb. sample.	if the product is accepted based on a Certificate of Compliance, testing is not required. If not, test once per job. Prior to using this product, please check with Caltrans (METS) for acceptable brands and dosage rates.	ASTM C494, AASHTO M194	If testing appears warranted, test for chlorides and sulfates. Admixtures with sulfates and chlorides greater than 1% should not be used.
Freshly-Mixed Concrete (Sampling)	Approx. 150 lb. (or 1 CF) near mixer discharge.	When tests are required, take at least one sample for each 500 to 1,000 CY of PCC/HCC.	ASTM C172, C685, CT 539, AASHTO T141, M157	This describes a method to sample freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb. (or 1 CF) near mixer discharge.	On projects with 500 CY or more, test at least one sample per job.	ASTM C143, AASHTO T119	This test determines the slump of the freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb. (or 1 CF) near mixer discharge.	On projects with 500 CY or more, test at least one sample per job.	ASTM C360, CT 533	This test determines the ball penetration of the freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb. (or 1 CF) near mixer discharge.	On projects with 500 CY or more and concrete exposed to freeze-thaw cycles, test at least one sample per job.	ASTM C231, CT 504, AASHTO T152	This test determines the air content of freshly-mixed concrete (pressure method).
Freshly-Mixed Concrete (Testing)	Approx. 150 lb. (or 1 CF) near mixer discharge.	On projects with 500 CY or more, test at least one sample per job.	ASTM C138, CT 518, AASHTO T121	This test determines the unit weight of freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb. (or 1 CF) near mixer discharge.	Fabricate at least two concrete cylinders per project. Test for compressive strength at least once for each 500 to 1,000 CY of concrete.	ASTM C39, CT 521, AASHTO T22	This test is used to fabricate 6" x 12" concrete cylinders. Compressive strengths are determined, when needed.
Freshly-Mixed Concrete (Testing)	Approx. 210 lb. of concrete are needed to fabricate three concrete beams.	On sample set for each 500 to 1,000 CY of concrete.	ASTM C78, CT 31, AASHTO T97, T23	This test is used to determine the flexural strength of simple concrete beams in third-point loading.

Soils and Aggregates

Materials to be Samples or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate (Sampling)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D75, CT 125, AASHTO T2	This test describes the procedures to sample aggregate from the belt or hopper (random basis).
Fine Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C128, CT 208, AASHTO T84	This test determines the apparent specific gravity of fine aggregates for bituminous mixes, cement treated bases, and aggregate bases.
Fine Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C128, CT 207, AASHTO T84	This test determines the bulk specific gravity (SSD) and the absorption of material passing the No. 4 sieve.
Course Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	CT 206	This test determines the cleanness of coarse aggregate.
Course Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C127, CT 277, AASHTO T85	This test determines the specific gravity and absorption of coarse aggregate (material retained on the No. 4 sieve).
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C136, CT 202, AASHTO T27	This test determines the gradation of soils and aggregates by sieve analysis.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2419, CT 217, AASHTO T176	This test determines the Sand Equivalent of soils and aggregates.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C117, AASHTO T11	This test determines the gradation of materials finer than the No. 200 sieve (by washing method)

Soils and Aggregates

Materials to be Samples or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D5744, CT 229, AASHTO T210	This test determines the Durability Index of soils and aggregates.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2844, CT 301, AASHTO T190	This test determines the Resistance Value (R-) and expansion pressure of compacted materials.
Soils and Aggregates (Testing)	One random location for every 2,500 SF.	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2922, CT 231, AASHTO T238	This test determines field densities using the nuclear gage.
Soils and Aggregates (Testing)	One random location for every 2,500 SF.	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D3017, CT 231, AASHTO T239	This test determines the water content using the nuclear gage.
Asphalt Binder (Sampling)	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt concrete plant.	CT 125, ASTM D979, AASHTO T168, T48	This procedure describes the proper method to sample the asphalt binder.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt concrete plant.	ASTM D92, D117, AASHTO T48	This test determines the flash point of the asphalt binder (by Cleveland open cup).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2872, D92, CT 346, AASHTO T240, T48	This test determines the rolling thin-film oven test (RTFO).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2042, AASHTO T44	This test determines the solubility of asphalt material in trichloroethylene.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2171, AASHTO T202	This test determines the dynamic viscosity, (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer Poles).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D5, AASHTO T49	This test determines the penetration of bituminous material @ 77 degrees F and percentage of original penetration from the residue.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D113, AASHTO T51	This test determines the ductility of asphalt @ 77 degrees F.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2170, AASHTO T201	This test determines the kinematic viscosity of asphalt @ 275 degrees F (Centistoke).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2171, AASHTO T202	This test determines the dynamic viscosity (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer Poles).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D36, AASHTO T 53	The test determines the softening point of asphalt.

Asphalt Emulsified

Materials to be Samples or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt (Sampling)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D140, D979, CT 125, AASHTO T40, T168	This test describes the procedure to sample the emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244, AASHTO T59	This test determines the sieve retention of emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244, AASHTO T59	This test determines the weight per gallon of emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244, AASHTO T59	This test determines the penetration of the emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244, CT 330, AASHTO T59	This test determines the residue @325 degrees F evaporation of emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D4402, AASHTO T201	This test determines the Brookfield viscosity.

Asphalt Emulsified

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

Hot Mix Asphalt (Asphalt Concrete) - Concrete

Materials to be Samples or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete (Sampling)	Obtain one 30-lb. sample each day of production.	Obtain one sample at the asphalt concrete plant for each 5,000 tons of asphalt concrete placed.	ASTM D75, D140, D979, CT 125, AASHTO T40, T168	This test describes the procedure to sample the asphalt concrete.
Asphalt Concrete (Testing)	4" x 8" cores	Take one 4" x 8" core for every 500 feet of paved roadway.	ASTM D1188, D1560, D1561, D5361, CT 304, AASHTO T246, T247	This test determines the field density of street samples.
Asphalt Concrete (Testing)	Obtain one 30-lb. sample for each day of production.	Obtain one sample for every five cores taken.	ASTM D1188, D1560, D1561, D5361, CT 304, AASHTO T246, T247	This test determines the laboratory density and relative compaction of asphalt concrete.
Asphalt Concrete (Testing)	4" x 8" cores	Obtain one sample for every five cores taken.	ASTM D2726, D1188, D5361	This test determines the specific gravity of compacted bituminous mixture dense-graded or non-absorptive.
Asphalt Concrete (Testing)	One 30-lb. sample.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete.	ASTM D1559, AASHTO T245	This test determines the resistance to plastic flow of prepared mixes as determined by the Marshall Method.
Asphalt Concrete (Testing)	One 30-lb. sample.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete.	ASTM C117, D2172 (use Method B), AASHTO T164	This test determines the screen analysis of aggregates recovered from asphalt materials.
Asphalt Concrete (Testing)	Sample any test location (random basis).	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete.	ASTM D2950, CT 375	This test determines the nuclear field density of in-place asphalt concrete.
Asphalt Concrete (Testing)	One 10-lb. sample.	Obtain one sample during every day of production.	ASTM D1560, D1561, CT 366, AASHTO T246, T247	This test determines the stability value of asphalt concrete.
Slurry Seals (Sample)	One 0.5-gal. sample in a clean, dry plastic container.	Obtain one sample per truck.	ASTM D979, CT 125, AASHTO T40, T168	This test describes the procedure for sampling the slurry seal.
Aggregate for Slurry Seals (Testing)	One 30-lb. sample.	Obtain at least one sample per project from the belt of hopper or stockpile and test for Sand Equivalent.	ASTM D2419, CT 217, AASHTO T176	This test determines the Sand Equivalent of aggregates.
Aggregate for Slurry Seals (Testing)	One 30-lb. sample.	Obtain at least one sample per project from the belt of hopper or stockpile and test for sieve analysis of fine sand.	ASTM C117, AASHTO T11	This test determines the sieve analysis of fine sand (gradation of materials finer than No. 220 sieve by wash grading).
Slurry Seals (Testing)	One 0.5-gal. sample in a clean, dry plastic container.	Test one sample per project and test for Abrasion.	ASTM D5910	This test determines the Wet Track Abrasion Test (2) (WTAT).

Steel

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

PROJECT PLANS