



CITY OF ARVIN

**URBAN GREENING
PATHWAYS PROJECT**
City capital project #: 1902

**PART 1
GENERAL SPECIFICATIONS**



7-10-20

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GENERAL SPECIFICATIONS

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SECTION 01 00 05
SPECIFICATIONS

PART 1 GENERAL

1.1 GENERAL

- A. The Contractor shall keep on the job a copy of the Plans and Specifications and shall at all times give the Owner and Engineer access thereto.
- B. Anything mentioned in the Specifications and not shown on the Plans or shown on the Plans and not mentioned in the Specifications shall be of like effect as if shown or mentioned in both.
- C. The Contractor shall not take advantage of any errors, discrepancies or omissions which may exist in the Plans and Specifications but shall immediately call them to the attention of the Engineer whose interpretation or correction thereof shall be conclusive.
- D. In case of conflict between portions of the Contract Documents, the order of precedence of Contract Documents shall be:
 - First: Permits from other agencies as may be required by law.
 - Second: Bid Documents
 - Third: Addenda
 - Fourth: Technical Specifications, Division 2 or above
 - Fifth: General Specifications, Division 1
 - Sixth: Plans
 - Seventh: Caltrans Standard Specifications and Drawings
 - Eighth: Reference Documents
- E. Change Orders, supplemental agreements and approved revisions to Plans and Specifications will take precedence over documents listed above. Detailed Plans shall have precedence over general Plans.
- F. Whenever any conflict appears in any portions of the Contract Documents, it shall be resolved by application of the order of precedence.

1.2 REFERENCE DOCUMENTS

- A. Throughout the following Specification sections, references are made to various widely published, standard and commercial specifications, manuals, or codes of technical societies, organizations, or associations. These specifications are intended to amplify the descriptions of materials, equipment, and construction systems. The Contractor shall caution each of its Subcontractors to become familiar with the contents of the pertinent portions of these Reference Documents. The following Reference Documents are the most widely used, and are cited or

referred to in each of the following sections of these Specifications:

1. American Society of Testing Materials (ASTM)
 2. American National Standards Institute (ANSI)
 3. American Standards Associations (ASA)
 4. American Concrete Institute (ACI)
 5. Federal Specifications, as applicable.
 6. California Building Code (CBC)
 7. California Plumbing Code (CPC)
 8. National Electric Code (NEC)
 9. Construction Safety Orders of the Division of Industrial Relations latest edition.
 10. Caltrans Standard Specifications and Drawings
- B. Each citation of a Reference Document shall be construed to refer to the latest published and adopted revision of such specification as of the date of the invitation for bids and to such portions of it that relate and apply directly to the material or installation called for on this job, unless otherwise noted. The Engineer will give no consideration to any claimed ignorance as to what a cited Reference Document contains, since such Subcontractor on a project of this scope is deemed to be experienced and familiar with his own trade to be experienced and familiar with his own trade's generally accepted, published standards of quality.
- C. Whenever references are made to any of the above-mentioned Reference Documents or testing methods in the governing Building Codes, the requirements of those Reference Documents shall govern, insofar as they are not in contravention with maxima or minima prescribed by documents designated in the Building Code.

1.3 STATE STANDARD SPECIFICATIONS

- A. For the purpose of this contract, the following terms or pronouns in place of them, used throughout the State Standard Specifications and defined in Section 1, Definition of Terms, of the State Standard Specifications, shall be as follows:

| <u>TERMS</u> | <u>INTERPRETATION</u> |
|--------------|-----------------------|
| State | City of Arvin |
| Department | City of Arvin |

| | |
|------------------------------|---|
| Director | City Manager |
| Engineer | City Engineer |
| Department of Transportation | City of Arvin |
| Contractor | The person or persons, co-partnership or corporation, private or municipal, who have entered into a contract with the City of Arvin as party or parties of the second part, or his or her legal representative. |

1.4 OCCUPATIONAL SAFETY AND HEALTH ACT

- A. The applicable standards of the American National Standards Institute and the National Fire Protection Association that have been adopted are hereby made a part of these Specifications as a whole and as mentioned in the various sections.
- B. Any errors, ambiguities, or inconsistencies of these standards with either the local codes, the Specifications, or the Drawings shall be brought to the attention of the Engineer.

1.5 COMPLIANCE WITH ALL LAWS AND CODES

- A. Contractor shall conform to and abide by all local city, county, state and federal laws, rules, regulations, including industrial safety laws. Such laws shall be considered as essential parts of these Specifications and, in the absence of definite requirements herein, the provisions of such rules and regulations shall be observed by the Contractor. If the Drawings and/or Specifications are at variance therewith, Contractor shall so notify Engineer promptly. Should the Contractor perform any work contrary to such laws, ordinances, rules and regulations he shall bear all costs arising there from.
- B. Where these Specifications, however, call for or describe materials workmanship or construction of a better quality, higher standard, or larger size than is required

by said rules and regulations, the provisions of these Specifications shall take precedence over said rules and regulations. Contractor shall furnish, without any extra charge, all additional labor or materials, or both, when required for compliance with these rules and regulations.

PART 3 PRODUCTS (NOT USED)

PART 4 EXECUTION (NOT USED)

PART 4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01 11 00

SUMMARY OF WORK

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Project Location: Intersection of Walnut Drive and 4th Street in Arvin, California.
- B. The work consists of the construction of an approximate one acre park and open green space at the north-western corner of Walnut Drive and 4th Street as well as construction of an approximate 0.2 mile pedestrian walking and bike path between the current 4th Street terminus and Walnut Drive. General improvements will include clearing and grubbing, earthwork, construction of curb, gutter, sidewalk, installation of park furnishings and drinking fountains, placement of porous asphalt for walking paths, installation of underground utilities for electrical and water services, and the placement of new landscaping and irrigation systems.

Be advised that a majority of the project is funded by an Urban Greening Program Grant made possible by SB 859 and administered by the California Natural Resources Agency.

- C. The primary components are generally described as follows (list is not all inclusive):
 - 1. Clearing and grubbing currently undeveloped fallow land.
 - 2. Miscellaneous demolition and removal of demolished materials and transportation to an appropriate landfill or other receiving facility.
 - 3. Earthwork and grading activities.
 - 4. Construction of new sidewalks, curbs, gutters, and curb ramps; removal and disposal of existing concrete as necessary.
 - 5. Installation of meandering walking paths with a primary surfacing material made up of decomposed granite materials.
 - 6. Protect existing above grade or underground utility structures as necessary.
 - 7. Installation of park furnishings including but not limited to benches and trash receptacles.
 - 8. Installation of new underground electrical cables and conduit, connection to existing electrical systems in the electrical yard at Garden in the Sun Park, and installation of lighting systems throughout the park.
 - 9. Installation of landscaping throughout the park and walking path including grass, trees, and shrubs.
 - 10. Installation of an irrigation system and controllers throughout the park that is tied to the existing water system along Walnut Street.
 - 11. Installation of new wayfinding and project signs.
 - 12. Other related work as shown and specified.

1.2 PROJECT LIMITATIONS

- A. Duration: As shown in the contract between the Contractor and the City of Arvin.

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- B. Liquidated Damages: In force, and as shown in the contract between the Contractor and the City of Arvin.
- C. Hours of Work
 - 1. Work shall be performed between the hours of 7:00 a.m. and 7:00 p.m., on weekdays.
 - 2. Work shall not be performed on Saturdays, Sundays or legal holidays.
 - 3. Exceptions to the above hours of work will be permitted only after obtaining written authorization from the Engineer.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

PART 4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01 11 01

MOBILIZATION

PART 1 GENERAL

1.1 PREPATORY WORK

- A. Mobilization conforming to Section 11 of the Standard Specifications shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of offices, buildings, secured equipment and materials storage areas, demobilization and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

1.2 PERMITS:

- A. Mobilization shall also consist of obtaining all necessary permits, bonds and licenses from the City of Arvin and all other authorities having jurisdiction, and payment of all fees needed for all work shown on the Plans and Specifications and as directed by the City.
 - 1. If required, a grading, encroachment or building permit will be issued at no cost to the contractor.
 - 2. If required, a Caltrans permit shall be applied for and paid for by the contractor at its own expense.

PART 3 PRODUCTS (NOT USED)

PART 4 EXECUTION (NOT USED)

PART 4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01 11 02

CONTRACTOR'S RESPONSIBILITIES

PART 1 GENERAL

1.1 SUPERVISION AND SUPERINTENDENCE

- A. Contractor shall supervise, inspect, and direct the Work competently and apply such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the specific means, methods, techniques, sequence, or procedure of construction required to complete the project as specified by the Contract Documents. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent thereto who shall not be replaced without written notice to City Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

1.2 MAINTAINING TRAFFIC

- A. Traffic Control Plan: Per section 01 55 26.
- B. Traffic and Access: The Contractor's operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the Work, otherwise a detour, approved by the City Engineer, shall be provided. Whenever it is necessary to cross, obstruct, or close roads, driveways and walks, whether public or private, Contractor shall provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when Contractor has obtained written permission from the owner and tenant of private property involved, to obstruct traffic at the designated point.
- C. In making open cut street crossings, Contractor shall not block more than one-half of the street at a time.
- D. Contractor shall construct substantial bridges (trench plates when adequate) at all points where it is necessary to maintain traffic across open trenches. Bridges in public streets shall be acceptable to the Owner unless otherwise notes elsewhere in the plans and specifications. Bridges erected in private roads and driveways shall be adequate for the service to which they will be subjected. Bridges shall be maintained in place as long as the conditions of the work require their use for safety of the public, except that when necessary for the proper prosecution of the Work in the immediate vicinity of a bridge, the bridge may be relocated or

temporarily removed for such period as City Engineer may permit.

- E. The type and location of signs, lights, flags, flagmen and other traffic control and safety devices shall be in accordance with the "Manual of Traffic Controls - Warning Signs, Lights, and Other Devices for Use in performance of Work Upon Highways," latest edition, issued by the State of California, Department of Transportation. Copies of the Manual may be obtained from the Permits Engineer, State Department of Transportation, or on the internet at www.dot.ca.gov.
- F. Reflectivity of construction signs shall conform to the State Standard Specifications.
- G. Based on all the above, Contractor shall determine the need for any signs, lights, flags, flagmen and any other traffic control and traffic safety devices and shall include all such costs in the Traffic Control item of Contractor's Bid. No other compensation will be made.

1.3 OBSTRUCTIONS

- A. Attention is directed to the possible existence of underground utility facilities not indicated on the plans and to the possibility that utility lines may be in a location different from that which is indicated on the plans. The Contractor shall ascertain the exact location of underground utilities whose presence is indicated on the plans, the location of their service laterals or other appurtenances, and of existing service lateral or appurtenances of any other underground facilities which can be inferred from the presence of visible facilities such as buildings, meters and junction boxes, prior to doing work that may damage any of the facilities or interfere with their service.
- B. If the Contractor cannot locate an underground facility whose presence is indicated on the plans, the Contractor shall so notify the City Engineer in writing. If the facility for which the notice is given is in a substantially different location from that indicated on the plans or in the special provisions, the additional cost of locating the facility will be paid for as extra work as provided in the General Conditions.
- C. If the Contractor discovers underground utilities not indicated on the Plans, the Contractor shall immediately give the City Engineer and the Utility Company written notification of the existence of those facilities. The utilities shall be located and protected from damage as directed by the City Engineer, and the cost of that work will be paid for as extra work as provided in the General Conditions. The Contractor shall, if directed by the City Engineer, repair any damage which may occur to the utilities. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as extra work as provided in the General Conditions. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.
- D. Where it is determined by the City Engineer that the rearrangement of an underground facility is essential in order to accommodate the project improvements and the plans do not provide that the facility is to be rearranged, the City Engineer will provide for the rearrangement of the facility by other forces or

the rearrangement shall be performed by the Contractor and will be paid for as extra work (change order).

- E. When ordered by the City Engineer in writing, the Contractor shall rearrange any utility or other non highway facility necessary to be rearranged as a part of the project improvements, and that work will be paid for as extra work.
- F. Should the Contractor desire to have any rearrangement made in any utility facility, or other improvement, for the Contractor's convenience in order to facilitate the Contractor's construction operations, which rearrangement is in addition to, or different from, the rearrangements indicated on the Plans, the Contractor shall make whatever arrangements are necessary with the owners of the utility or other facility for the rearrangement and bear all expenses in connection therewith.
- G. The Contractor shall immediately notify the City Engineer of any delays to the Contractor's operations as a direct result of utility facilities which were not indicated on the Plans or were located in a position substantially different from that indicated on the Plans, or as a direct result of utility or other non highway facilities not being rearranged as herein provided (other than delays in connection with rearrangements made to facilitate the Contractor's construction operations or delays due to a strike or labor dispute). These delays will be considered right of way delays within the meaning of Section 8 1.09, "Right of Way Delays" of the State Standard Specifications, and compensation for the delay will be determined in conformance with the provisions in Section 8 1.09. The Contractor shall be entitled to no other compensation for that delay.
- H. Full compensation for conforming to the requirements of this article shall be considered as included in the various contract items of work and no separate payment will be made therefore.

1.4 *PRE-CONSTRUCTION MEETING*

- A. The Contractor and its job superintendent, the Contractor's subcontractors and their job superintendents will be required to attend the pre-construction conference scheduled by the Owner as specified in Section 01 31 19 – Project Meetings. A project schedule shall be submitted by the Contractor at this meeting.

1.5 *SAFETY REPRESENTATIVE*

- A. The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the Work. The Contractor must promptly report in writing to the City Engineer all accidents whatsoever arising out of, or in connection with the performance of the Work, whether on or adjacent to the site, with cause of death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage to the property are caused, the accident shall be reported immediately by telephone or messenger to the City Engineer. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the City Engineer, giving full details of the claim.

1.6 SAFETY AND PROTECTION

- A. Safety and Protection: The Contractor shall have at the work site, copies or suitable extracts of Construction Safety Orders, issued by Cal-OSHA. He shall comply with provisions of these and all other applicable laws, ordinances and regulations.
1. Contractors must comply with provisions of the safety and health regulations for construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act, as set forth in Title 29 C.F.R.
 2. In order to protect the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the Contract.
 3. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his facilities, appliances, and methods and for any damage which may result from their failure or their improper construction, maintenance or operation.
 4. The Contractor agrees that it shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the Contractor shall defend, indemnify and hold the City, its consultants and other representatives either on or off the job site harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of Owner or the Engineer.
 5. In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.
 6. The duty of the City Engineer to conduct construction review of the Contractor's performance and the undertaking of inspections by the City Engineer or the giving of instructions as authorized herein is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site and shall not be construed as supervision of the actual construction nor make the Engineer or the Owner responsible for providing a safe place for the performance of work by the Contractor, subcontractors, or suppliers; or for access, visits, use, work, travel or occupancy by any person.

The City Engineer and City Manager shall have the right to bring suspected unsafe working conditions to the Contractor's attention, and such conditions must be investigated and potentially corrected immediately. Furthermore, the City Engineer and City Manager shall have the authority to direct the Contractor to suspend work if, in their opinion, an egregious safety concern is observed which poses an immediate threat to worker or resident health and safety. The work shall be suspended for however long it takes to remedy the issue to the satisfaction of the City Engineer or City Manager. In such a circumstance, the Contractor shall not be entitled to any additional compensation whatsoever or additional working days.

7. The Owner, the Engineer, and their respective employees' site responsibilities are limited solely to the activities of the Owner's and Engineer's employees on site. These responsibilities shall not be inferred by any party to mean that the Owner or Engineer has responsibility for site safety. Safety in, on, or about the site is the sole and exclusive responsibility of the Contractor alone. The contractor's methods of work performance, superintendence and the Contractor's employees, and sequencing of construction are also the sole and exclusive responsibilities of the Contractor alone.

B. Contractor shall comply with Public Contract Code Section 7104

1. The Contractor's attention is directed to the provisions of Public Contract Code Section 7104. This section requires that any public works contract which involves digging trenches or other excavations that extend deeper than four feet below ground level contain provisions requiring that (i) the Contractor must notify the local agency of certain specified conditions relating to hazardous waste, unexpected subsurface or latent conditions, or unknown physical conditions, (ii) the local agency must promptly investigate any such conditions reported to it and issue a change order if it makes certain findings regarding those conditions, and (iii) in the event of a dispute between the local agency and the Contractor as to whether hazardous waste exists or whether the conditions encountered differ from those expected, the Contractor is not excused from performance, but must proceed with all Work to be performed under the contract.
2. Full compensation for all costs involved in locating, verifying, protecting, exposing, bracing, and otherwise providing for utilities and compliance with Public Contract Code Section 7104 shall be included in the amounts bid for Miscellaneous Facilities and Operations or the various items of Work, and no separate payment shall be made therefor.

C. The Contractor shall include all costs for the above items in the various bid items, and no separate payment will be made therefore.

D. A potential biological problem of the Project area is the presence of tiny organisms living in the soil which can cause Valley Fever (coccidioidomycosis) in humans. As is typical of many desert and arid areas in the southwestern United States, Valley Fever is endemic to several counties in the south San Joaquin Valley including Fresno, Kern, Kings, Madera, Merced and Tulare. Monterey and San Luis Obispo Counties also have high rates of Valley Fever. Other counties may also be

affected. The State of California should be contacted for updated information, one source of Valley Fever information is the following State web site link: <https://www.cdph.ca.gov/Pages/NR15-055.aspx>. Although everyone living in the valley has some contact with the disease-causing organisms, the illness is especially hazardous to those whose work brings them into close contact with the soil, for example, as in the case of agricultural and construction workers. The Contractor and his subcontractors are advised to notify their employees in writing and to obtain coccidioidin skin tests before commencing work on this project and at intervals thereafter as recommended by their family physician. The Contractor and his subcontractors shall advise their employees in writing to wear dust masks while working under dusty conditions or earthwork operations.

1.7 ACCIDENT PREVENTION

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

1.8 PROTECTION OF EXISTING ITEMS

- A. The Contractor shall protect all existing utilities, structures, trees, shrubs, and other items on the project site that are to be preserved, by substantial barricades or other devices commensurate with the hazard, from injury or destruction by vehicles, equipment, workmen, or other agents.
- B. Contractor will be held responsible for any damage to existing utilities, structures, roadways and walkways, Work; materials; or equipment because of his operations and shall repair or replace any damaged utilities, structures, roadways, and walkways, work, materials, or equipment to the satisfaction of, and at no additional cost to, the Owner.
- C. The Contractor shall immediately report to the City Engineer any damage caused to private property (examples: driveways, fences, landscaping, carports) even if the issue is immediately remedied in the field with or without the resident's knowledge. If not immediately remedied by the Contractor, such damages must be addressed to the satisfaction of the property owner. The Contractor shall indemnify and hold harmless the City against any claims filed by private property owners as a result of damages made to private property. Such claims, if made to the City, will be referred to the Contractor or the Contractor's insurance company. This shall apply to claims made following project closeout and the filing of a Notice of

- D. The City Engineer shall have the right to impose liquidated damages against the contractor pursuant to the value set in the Agreement with the City, if, in their opinion, the Contractor has failed to perform necessary corrective actions to repair or replace private or public improvements within a reasonable amount of time. The Contractor shall not have the ability to defer such work to the end of the project for it's convenience.

1.9 PROJECT SITE SECURITY

- A. The Contractor shall make adequate provision for the protection of the Work area against fire, theft, and vandalism, and for the protection of the public against exposure to injury.
 - 1. Any losses or damages incurred by the Contractor from each of the above scenarios shall not entitle the Contractor to additional compensation or an increase in number of working days to complete the work.
 - 2. Any insurance claims related to fire, theft, vandalism, or other forces of nature shall be at the expense of the contractor and it's insurance policies.
- B. Sufficient number of fire extinguishers of the type and capacity required to protect the Work and ancillary facilities, shall be provided in readily accessible locations.

1.10 PERMITS AND LICENSES

- A. The Contractor shall procure all permits and licenses, pay all charges and fees, as required, and give all notices necessary and incidental to the due and lawful prosecution of the work.
- B. The entire project is located within the City of Arvin. An Encroachment Permit is required. A copy of a blank permit application can be obtained from the City of Arvin. All fees to obtain this permit are waived by the City of Arvin. No additional compensation will be made.
- C. A City of Arvin business license will be required, and may be secured at City Hall. Fees associated with this license will **not** be waived. No compensation will be made for this requirement.

1.11 PROJECT SITE MAINTENANCE

- A. Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the Contractor shall keep the work site clean and free from rubbish and debris.
- B. Materials and equipment shall be removed from the site as soon as they are no longer necessary; and upon completion of the work and before final inspection, the entire work site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactorily clean and neat appearance. All cleanup and project site maintenance costs shall be included in the Contractor's Bid, and no additional compensation shall be made therefore.

1.12 DEWATERING

- A. Comply with technical specifications.

1.13 STORM WATER CONTROL

- A. Contractor shall be responsible for managing storm water runoff during the construction period per Section 01 57 23 of these Specifications. Contractor's full range of responsibilities is set forth in said section, and includes the following non-exhaustive list of duties:
 - 1. **A SWPPP shall be required for this project** as it is more than one acre in size. The Contractor shall be required to provide industry standard Best Management Practices (BMPs) as required under a SWPPP. Reference section 01 57 23.

1.14 USE OF SITE AND OTHER AREAS

- A. The Contractor may use any part of the limits of construction for a staging area and laydown area. No other areas may be utilized unless coordinated with the City Engineer.
- B. The Contractor shall effectively secure and protect adjacent property and structures, and facilities.
- C. Contractor shall repair all improvements to remain which are damaged during the project.
- D. The Contractor shall be responsible for all damage to any property resulting from trespass by the Contractor or his employees in the course of their employment, whether such trespass was committed with or without the consent or knowledge of the Contractor.
- E. The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the Work. These accommodations shall be maintained in a neat and sanitary condition, and must be locked or otherwise prohibit use by the general public during non-working hours and during the weekends. They shall also comply with all applicable laws, ordinances, and regulations pertaining to the public health and sanitation of dwellings and camps.
- F. All traffic signs and street signs within the limits of the improvement shall be removed, salvaged and stockpiled at locations designated by the City Engineer.
- G. Traffic control signs and street signs will be replaced upon the completion of the Work and the cost of removal and replacement will be included in various bid items, and no separate payment will be made as such.
- H. Compensation for any necessary work required for "Use of Site and Other Areas" shall be considered as included in the prices paid for the various bid items and no additional compensation will be made therefore.

1.15 EMERGENCIAS

- A. In the event of an emergency or unusual conditions endangering life, the Work, or adjacent property, the Contractor may, without special instructions or authorization, act at his discretion to prevent or eliminate such danger. If the City Engineer determines that a change in the Contract Documents is required due to the action taken by the Contractor in response to such an emergency, a change order will be issued.

1.16 AIR POLLUTION CONTROL

- A. The Contractor shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.
- B. Contractor shall comply with the San Joaquin Valley Air Pollution Control District (SJVAPCD) Regulation VIII. Dust control shall be as specified in Section 01 57 27 – Dust Control.
- C. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Acts of 1970 and Cal OSHA.

1.17 NOTIFICATION

- A. The Owner shall be supplied at all times with the names and telephone numbers of at least two (2) persons in charge of or responsible for the work, who can be reached for emergency work twenty-four (24) hours a day, seven (7) days a week.

An Emergency Contact List with contract numbers and addresses for the Sheriff, Police, Fire Department, the names and telephone numbers of at least two (2) medical doctors practicing in the vicinity and the local ambulance service shall be prominently displayed adjacent to telephones.

- B. The Contractor shall notify the Owner at least forty-eight (48) hours prior to commencing work.
- C. Contractor shall notify USA Underground Service Alert Organization for utility underground permits per Section 4216 of the government Code. The Contractor shall obtain all identification numbers and certifications required for underground utility locations prior to starting excavation within the project limits of work. The Underground Service Alert Phone Number is 800-227-2600. The Contractor shall immediately notify the District and the utility owner if he/she disturbs, disconnects, or damages any utility.

1.18 LABOR

- A. No person whose age or physical condition is such as to make his employment dangerous to his health and safety or to the health and safety of others shall be employed on the Work, and in no event shall any person under the age of eighteen (18) years be employed to do this Work.

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PART 3 PRODUCTS (NOT USED)

PART 4 EXECUTION (NOT USED)

PART 4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01 11 03

OWNER'S RIGHTS AND RESPONSIBILITIES

PART 1 GENERAL

1.1 COMMUNICATION TO CONTRACTOR

- A. Except as otherwise provided in these Contract Documents, Owner shall issue all communications to Contractor through the Owner's Representative or directly from the City Engineer.
- B. Contractor's sole points of contact shall be Owner's Representative or the City Engineer.

1.2 LIMITATIONS ON OWNER'S RESPONSIBILITIES

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.
- B. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

PART 3 PRODUCTS (NOT USED)

PART 4 EXECUTION (NOT USED)

PART 4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01 11 04
LABOR COMPLIANCE

PART 1 GENERAL

1.1 GENERAL LABOR COMPLIANCE REQUIREMENTS

- A. This project is considered to be a “Public Works Capital Improvement Project” that is funded either entirely by or in part by public funds that may be a combination of local, state, and or federal funds. As such, public contract code and possible special grant related labor compliance requirements shall apply including, but not limited to the payment of prevailing wages as set by the California Department of Industrial Relations or U.S. Department of Labor, payment frequency requirements, certified payroll documentation, apprenticeship requirements, job site postings, and other applicable requirements. It shall be the responsibility of the contractor to be knowledgeable with applicable requirements, and shall maintain compliance throughout the life of the project.
- B. The Contractor shall review the Bid Documents and Contract with the City to become familiar with which labor compliance standards shall apply to this project.
- C. Failure to comply with applicable labor compliance standards and requirements may lead to investigations by regulatory agencies and the imposition of monetary fines against the general contractor and subcontractors.
- D. The City of Arvin will monitor labor compliance to the fullest extent possible through the Labor Compliance Plan (LCP) described herein. All Contractors shall be required to comply with the requirements of the LCP at all times throughout the project, and shall address any required modifications to it’s processes and activities if directed to do so in writing by the City if Arvin.
- E. The term “Labor Compliance Official” shall be understood to mean an individual from the City of Arvin designated to enforce labor compliance requirements or a Labor Compliance Consultant working with the City of Arvin to enforce labor compliance Requirements.

1.2 APPLICABLE LABOR CODES

- A. California Labor Code Section 1770, et seq., requires contractors on public works projects pay their workers based on the prevailing wage rates which are established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research.
- B. State prevailing wage rates as set forth in Labor Code Sections 1720, 1720.2, 1720.3, and 1771, have been made applicable to construction contracts funded with public funds and include, but are not limited to, such types of work as construction, alteration, demolition, repair, or maintenance work. The Division of Labor Statistics and Research (DLSR) predetermines the appropriate prevailing wage rates for

particular construction trades and crafts by county.

- C. California Labor Code Section 1776 requires contractors to keep accurate payroll records of tradeworkers on all public works projects and to submit copies of certified payroll records upon request.
- D. California Labor Code Section 1777.5 requires contractors to employ registered apprentices on public works projects.
- E. Additional grant requirements and or federal requirements and codes may be applicable. Review the contract and or bid documents for more information.

1.3 *PRE-CONSTRUCTION MEETING*

- A. Following the award of a contract, the City or it's designated representative will conduct a pre-construction meeting during which applicable local, state, federal, and special grant required labor compliance requirements will be discussed. Attendance at this meeting is required by the General Contractor, and participation is encouraged, at the General Contractor's discretion for all sub-contractors.
- B. At the meeting, the City will discuss the federal and state labor law requirements applicable to the contract, including prevailing wage requirements, the respective record keeping responsibilities, the requirement for the submittal of certified payroll records to the Labor Compliance Official, the prohibition against discrimination in employment and other items required to be covered at the pre-job conference.
- C. Additionally, the following forms will be handed out and discussed:
 - Certified Payroll Form
 - Fringe Benefit Reporting Form (PW 26)
 - DAS 140- Register to Train Apprentices
 - DAS 142 – Request for Dispatch of Apprentices
 - CAC 2- Apprenticeship Contribution Form
 - Notice of LCP Contact Information- required to be posted on jobsite
- D. Contractors are referred to the DIR website at www.dir.ca.gov for updated prevailing wage information, apprenticeship regulations, forms, etc.

1.4 *REVIEW OF CERTIFIED PAYROLL RECORDS*

- A. The contractor and each subcontractor shall maintain "payrolls records" (timecards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, superintendent and foreman daily logs (as defined by Title 8 CCR Section 16000) during the course of the work and shall preserve them for a period of three (3) years thereafter for all trades workers working at the Agency's project sites. Such records shall include the name, address, and social security number of each worker, his or her classification, a general description of the work each employee performed each day, the rate of pay (including rates of contributions for, or costs to provide fringe benefits), daily and weekly number of hours worked, overtime worked and paid, training contributions paid (if applicable), deductions made, actual wages paid and

check number or other tracking number for direct deposit confirming payment to the worker.

- B. The contractor and each subcontractor shall maintain weekly certified payroll records for submittal to the Labor Compliance Official as required, but not less than monthly. The contractor shall be responsible for the submittal of payroll records of all its subcontractors. All certified payroll records shall be accompanied by a statement of compliance or "certification" signed by the contractor indicating that the payroll records are correct and complete, that the wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relations, and that the classifications set forth for each employee conform with the work performed and shall include at least the following language:

I, _____ (Name-print) the undersigned, am _____ (position in business) with the authority to act for and on behalf of _____, (name of business and/or contractor) certify under penalty of perjury that the records or copies thereof submitted and consisting of _____ (description, no. of pages) are the originals or true, full and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named. Date: _____
Signature: _____

- C. The Labor Compliance Official reserves the right to include more stringent language.
- D. For weeks in which a contractor/subcontractor is not working on a project, a Statement of Non-Performance is required. Once a particular contractor/subcontractor has completed their work, the last Certified Payroll submitted should be identified as the "Final" Certified Payroll.
- E. The certified payroll records required by Labor Code Section 1776 shall be submitted to the DIR electronically through the eCPR system. Complete certified payroll information shall also be maintained and submitted either in hard copy or electronically to the City subject to all of the following conditions:
- The reports must contain all of the information required by Labor Code Section 1776, with the information organized in a manner that is similar or identical to how the information is reported on the Department of Industrial Relations' suggested "Public Works Payroll Reporting Form" (Form A-1-131)
 - The reports shall be in a format and use software that is readily accessible and available to contractors, awarding bodies, Labor Compliance Programs, and the Department of Industrial Relations
 - Reports submitted to an awarding body, a Labor Compliance Program, the Division of Labor Standards Enforcement, or other entity within the Department of Industrial Relations must be either (1) in the form of a non-modifiable image or record that bears an electronic signature or includes a copy of any original certification made on paper, or alternatively (2) printed out and submitted on paper with an original signature
 - The requirements for redacting certain information shall be followed when certified payroll records are disclosed to the public pursuant to Labor Code Section 1776(e), whether the records are provided electronically or as hard copies
 - No contractor or subcontractor shall be mandated to submit or receive electronic reports when it otherwise lacks the resources or capacity to do so, nor shall any

contractor or subcontractor be required to purchase or use proprietary software that is not generally available to the public.

1.5 *FULL ACCOUNTABILITY*

- A. Each individual, laborer or craftsperson working on a public works contract must appear on the payroll. The basic concept is that the employer who pays the tradesworker must report that individual on its payroll. This includes individuals working as apprentices in an apprenticeable trade. Owner-operators are to be reported by the contractor employing them; rental equipment operators are to be reported by the rental company paying the workers' wages.

Sole owners and partners who work on a contract must also submit a certified payroll record listing the days and hours worked, and the trade classification descriptive of the work actually done. The contractor shall permit such representatives of the Agency and/or the DIR to interview trades workers during working hours on the project site.

1.6 *RESPONSIBILITY FOR SUBCONTRACTORS*

- A. The contractor shall be responsible for ensuring adherence to labor standards provisions by its subcontractors in the manner specified by Labor Code Section 1775. Moreover, the contractor is responsible for Labor Code violations by its subcontractors of which it has knowledge.
- B. The contractor shall monitor the payment of the specified general prevailing per diem wages by each subcontractor to its employees by periodic review of the subcontractor's certified payroll records.
- C. Upon becoming aware of a subcontractor's failure to pay 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 (upon receipt of notification that a wage complaint has been resolved, the contractor shall pay any money retained from and owed to a subcontractor).
- D. 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 general prevailing rate of per diem wages to its employees on the public works project, as well as any penalties which may have been imposed for working hours violations (Labor Code Section 1775 and 1813).

1.7 *PAYMENTS TO EMPLOYEES*

- A. Employees must be paid unconditionally, the full amounts which are due and payable for the period covered by the particular payday. An employer must, therefore, establish a fixed workweek (i.e., Sunday through Saturday). On each and every payday, each worker must be paid all sums due and must be provided with an itemized wage statement.

- B. If an individual is called a subcontractor, when, in fact, he/she is merely a journey level mechanic supplying only his/her labor, such an individual would not be deemed a bona fide subcontractor and must be reported on the payroll of the contractor who contracted for his or her services as a tradesworker. Moreover, any person who does not hold a valid contractor's license cannot be a subcontractor, and anyone hired by that person is the worker or employee of the contractor who contracted for his or her services for purposes of workers' compensation laws.
- C. A worker's rate for straight time hours must equal or exceed the rate specified in the contract by reference to the Prevailing Wage Rate Determinations for the class of work actually performed. Any work performed on Saturday, Sunday, and/or a holiday, or a portion thereof, must be paid the prevailing rate established for those days regardless of the fixed workweek. The hourly rate for hours worked in excess of 8 hours in a day or 40 hours in a workweek shall be premium (overtime) pay. All work performed in excess of eight hours per day, 40 hours per week, on Saturday, on Sunday, and on holidays shall be paid in accordance with the applicable prevailing Wage Determination. Additionally, appropriate shift pay and applicable travel and subsistence pay is also required.

1.8 MAINTAINING RECORDS:

- A. The Labor Compliance Official shall maintain all records relating to any project subject to Labor Compliance for a period of three (3) years from the date of the filing of the Notice of Completion of the Project. In the event no Notice of Completion is filed, the Labor Compliance Official shall maintain all LCP records relating to a specific project for three (3) years from the date of actual completion or beneficial occupancy, whichever is later.

1.9 APPRENTICES

- A. Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered and approved by the State Division of Apprenticeship Standards. The allowable ratio of apprentices to journeypersons in any craft/classification shall not be greater than the ratio permitted to the contractor as to its entire workforce under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered shall be paid the journey level wage rate determined by the Department of Industrial Relations for the classification of the work he/she actually performed.
- B. The contractor shall furnish written evidence of the registration (i.e. Apprenticeship Agreement or Statement of Registration) of its training program and apprentices, as well as the ratios allowed and the wage rates required to be paid thereunder for the area of construction, upon request by the Labor Compliance Official.
- C. Pre-apprentices, trainees, trainees in nonapprenticeable crafts, and others who are not duly registered will not be permitted on public works projects unless they are paid full prevailing wage rates as journeypersons.
- D. Compliance with California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

- Register the prevailing wage project (DAS-140);
- Request to Train apprentices on public works projects in a ratio to journeypersons as stipulated in the Apprenticeship Standards under which each Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one (1) apprentice hour to each five (5) journeypersons hours worked on the project. (DAS-142 or equivalent documentation or the actual employment of apprentices).
- Contribute to the training fund in the amount identified in the prevailing wage rate publication for journeypersons and apprentices. Where the trust fund administrators cannot accept the contributions, then payment shall be made to the California Apprenticeship Council, Post Office Box 420603, San Francisco, CA 94142; and It should be noted that a prior approval for a separate project does not confirm approval to train on any other project. The contractor/subcontractor must check with the applicable Apprenticeship Committee to verify status.

1.10 PAYROLL REVIEW AND AUDITS

- A. Payroll review and audits shall be conducted by the Labor Compliance Official. The Labor Compliance Official preference and practice is to review all certified payroll for all employees for all weeks of work on a project at least once a month. However, the Labor Compliance Official shall review the certified payrolls not less than one a month. The Labor Compliance Official shall review payrolls for at least one full week of payroll for each contractor or subcontractor performing work on the applicable project for each month in which work was performed on the project.
- B. Audit of the obligation to pay the prevailing per diem wage means review and audit of weekly-certified payroll records for compliance with:
- All elements defined as the General Prevailing Rate of Per Diem Wages in Title 8 CCR Section 16000, which were determined to be prevailing in the Director's determination in effect on the date of the call for bids, or as reflected in any subsequent revised determination issued by the Director's office, copies of which are available at the Agency's Facility Office and posted at the public works job site;
 - All elements defined as Employer Payments to Workers set forth in Title 8 CCR Section 16000, which were determined to be prevailing in the Director's determination in effect on the date of the call for bids, or as reflected in any subsequent revised determination issued by the Director's office, copies of which are available at the Agency's Facility Office and posted at the public works job site.
- C. The Labor Compliance Official may also request verification of proper payment of prevailing wages to workers by randomly requesting paycheck verification for at least one worker from each contractor/subcontractor for at least one weekly period within each month.
- D. Audit of the obligation to employ and train apprentices means inquiry to the program sponsor for the apprenticeable craft or trade in the area of the public work as to: whether contract award information was received (DAS-140), including an estimate of journeyperson hours to be performed and the number of apprentices to be employed; whether apprentices have been requested (DAS-142), and whether

the request has been met; whether the program sponsor knows of any amounts received from the contractor or subcontractor for the training fund or the California Apprenticeship Council (CAC-2); and whether persons listed on the certified payroll in that craft or trade being paid less than the journey person rate are apprentices registered with that program and working under apprentice agreements approved by the Division of Apprenticeship Standards. Alternatively, or in addition to inquiring of the program sponsor, the Labor Compliance Official shall, as appropriate, reference the DIR website for the listing of enrolled apprentices and any contribution alleged made by a contractor on a CAC-2 form for the payment of training contributions.

- E. DAS 140 - Register to Train – The Labor Compliance Official will collect a DAS-140 from each contractor for each apprenticeable craft employed on the project. The original DAS-140 should be sent within ten days of each contractor/subcontractor signing the contract, but not later than the first day the contractor/or applicable subcontractor commenced work on the project. A copy of DAS 140 forms should be turned in with each contractor's and subcontractor's first certified payroll. If the form is not completed correctly or is not submitted, the contractor/subcontractor will be notified of this deficiency and asked to take corrective action by completing and filing a correct DAS-140 form.
- F. DAS 142 - Request apprentices- The Labor Compliance Official will look for apprentices being employed on the project (through examination of certified payrolls) in proper ration and/or look to receive a DAS-142 (or its equivalent) from the contractor/subcontractor for each apprenticeable trade employed on the project and confirmation that the DAS-142 form was sent to an appropriate apprenticeship committee. A contractor is NOT REQUIRED to use the DAS-142 form, but can document its request for apprentices by any other written means. However, if a contractor does use the 142 form (filling it out properly and filing it promptly), with a delivery receipt, the contractor is "legally presumed" to be in compliance.
- G. Employ Apprentices in 1:5 ratio – To the extent that apprentices are available for employment, the Labor Code mandates that apprentices are employed in a 1:5 ratio. This means an average (calculated at the end of the project) of one apprentice hour for every 5 journeymen hours. Some approved Apprenticeship Standards recognize a different ratio and those other ratios may be used so long as the apprenticeship committee has DAS approval.
- H. Pay correct apprenticeship rates - Apprenticeship wage rates paid will also be verified by the Labor Compliance Official against the applicable prevailing wage determination for such apprentice level.
- I. Pay correct training contribution (CAC 2) – The Labor Compliance Official will review and confirm that the training contributions set forth in the prevailing wage determination are paid to either an approved apprenticeship committee or to the California Apprenticeship Council. (CAC-2 contributions to be confirmed through DIR website).
- J. Additional Review: The Labor Compliance Official will also engage in the following

additional review to determine LCP compliance:

- Proper Licensing - Businesses and Professions Code Section 7000 et seq. requires all companies performing construction work to be properly licensed and bonded. The Labor Compliance Official will check the contractor's/subcontractor's license status through the Contractors State License Board website at: www.cslb.ca.gov. Contractors working without a valid license will be removed from the project.
- Worker's Compensation Insurance - Labor Code Section 1861- All contractors and subcontractors employing workers on the project are required to provide worker's compensation coverage. The Labor Compliance Official will verify that all contractors/subcontractors have appropriate worker's compensation while employing workers on the project. This information can also be verified through the California Contractor's State Licensing Board website.

1.11 *ELECTRICIAN CERTIFICATION*

- A. The Division of Labor Standard Enforcement also requires that all electricians employed by a C-10 licensed contractor in the State of California possess adequate training to perform their job. As such, all electricians must fall into one of the following categories:
- Journeyman- Certified
 - Journeyman- Trainee
 - Apprentice
- B. The Labor Compliance Official will check the status of all electricians employed by using the DIR website. A list of any electricians which do not fall into one of these categories will be communicated immediately to the Labor Compliance Official and the prime contractor so that the individual can be removed from the project. And, the incident will be reported to the DLSE/CSLB at the end of the project.
- C. The Labor Compliance Official shall also review and provide compliance review for all other items listed on the Checklist (Appendix A).

1.12 *ONSITE JOB VISITS AND WORKER INTERVIEWS*

A. Site Visitations

- Safety is the paramount factor for any site visit to any Agency construction projects. LABOR COMPLIANCE OFFICIAL's site monitor is will comply with all safety rules and exercise reasonable caution at all times.
- *All personnel working on or visiting any Agency construction sites are required to be properly identified and visibly wear LABOR COMPLIANCE OFFICIAL issued picture ID's (badge). Additionally, all authorized personnel are required to wear hard hats and safety shoes.*
- *Authorized personnel shall visit all sites on a non-interference basis and take a minimum amount of the workers' time for interview purposes. Upon arrival at a site, the site monitor will check in at the site superintendent's (contractor's) trailer to determine if the appropriate postings are on the jobsite. These include, but are not limited to:*

- *EEO Posters*
- *Prevailing wage sheets posted*
- *Notice informing the employees that the project is subject to a Labor Compliance Program and providing the Agency's LCP contact information.*
- *Other appropriate required postings required by law.*
- *Where a jobsite trailer is not present on the site, LABOR COMPLIANCE OFFICIAL or the Labor Compliance Official shall seek to confirm that this information is posted elsewhere on the site or available to the employees at the jobsite or at their place of employment and is readily accessible and visible to each such employee.*

B. Interviewing

- *Not less than once a month, job site interviews of employees will take place. It is LABOR COMPLIANCE OFFICIAL's practice to attempt to interview at least one employee from each contractor/ subcontractor who performs work on the project. With that goal in mind, interviews may be conducted on a weekly basis, but in no event less than monthly.*
- *Once LABOR COMPLIANCE OFFICIAL's staff checks in with the site superintendent and obtains access to the site, the Interviewer will attempt to locate tradespersons working in clusters. For instance, several painters, electricians, roofers, etc. working in one area. The interviewer shall identify themselves as a LABOR COMPLIANCE OFFICIAL employee and Agency representative, and ask to speak to the employee for a few minutes. Interviews should not be conducted in an area or during a time when either the interviewer or the worker would be subject to injury due to worksite activity.*
- *These interviews are random; two or three tradespersons for each subcontractor is sufficient for one visit. Any persons missed are usually interviewed on subsequent visits. Thirty minutes of interviewing per site is typically sufficient, depending upon the site size and/or number of subcontractors present. Contractor tradespersons should also be interviewed.*
- *Using the Labor Compliance Site Visitation Interview form, each person will be asked the following: name, social security number, employer, title (trade), rate of pay, and task being performed at the time of interview.*

C. Guidelines for Interviewers:

- *Should someone decline to speak with you, respect those wishes. If someone asks if this is union-related, tell them no. LABOR COMPLIANCE OFFICIAL works with both open and closed shop trades.*
- *If you try to interview someone who does not speak English and you cannot communicate in the appropriate language, try to locate a coworker who can interpret for you. If you find an entire crew unable to speak English and no interpreter, include this in your report. LABOR COMPLIANCE OFFICIAL's Interviewer staff is also fluent in Spanish.*
- *If someone refuses to disclose his/her social security number to you, respect those wishes. However, assure that person that all information given is kept strictly confidential.*
- *If someone does not know their rate of pay (most tradespersons do not know the exact penny of wages earned), ask for an estimate. If the response is, "whatever prevailing wage is", so indicate on the form.*
- *If someone indicates that he/she is an apprentice, make sure that you ask him/her*

what period. These can be anywhere from 1st to 10th. If s/he's not sure, ask him/her how many years s/he's been apprenticed in the specific trade and/or to estimate and so indicate on the interview form.

- *ALWAYS thank them for their time.*
 - *Keep in mind that you are there to collect information only, do not tell them how to do their jobs. Should you witness what you consider a potentially unsafe or unwarranted condition, you are to contact the site inspector or job superintendent of your findings immediately and make a note on your site visitation log of what you observed. Upon your return to the office, report your findings to the LABOR COMPLIANCE OFFICIAL staff person responsible for the certified payroll audit for this project.*
- D. Reporting
- *All original interview forms shall be submitted to the LABOR COMPLIANCE OFFICIAL no later than the end of each workweek.*
- E. Daily Job Logs
- *The Daily Job Logs will be used by the Agency/LABOR COMPLIANCE OFFICIAL to cross check staffing on the various LCP projects. The Daily Reports should list those contractors and subcontractors present on the site on a specific day as well as the number of employees employed on the project by each contractor/subcontractor. While the Daily Reports are merely a "snap shot" of the project at the time of the report information, the Daily Reports are used by the Agency/LABOR COMPLIANCE OFFICIAL to determine if a Contractor has failed to properly list all employees performing work on the project.*
- F. Extended Audits
- *When the Agency/LABOR COMPLIANCE OFFICIAL finds a potential violation which leads it to believe that prevailing wages has not been properly paid and the documentation submitted by the contractor/subcontractor is inconclusive, the Agency/LABOR COMPLIANCE OFFICIAL will exercise its authority to conduct a full investigation to verify whether appropriate prevailing wages were paid on the project*
 - *Requesting Additional Documentation from Contractor The Agency/LABOR COMPLIANCE OFFICIAL shall request additional documents in writing, listing the specific documentation requested. The Agency/LABOR COMPLIANCE OFFICIAL will also invoke the provisions of Labor Code Section 1776 in demanding that the documents be produced within 10 days.*
 - *Conducting Additional Interviews Based on LABOR COMPLIANCE OFFICIAL's investigation, the LABOR COMPLIANCE OFFICIAL may engage in additional interviewing of employees who worked on the project. These interviews may be conducted in person or via other means of communication (i.e. email, telephone, mail).*

1.13 ENFORCEMENT

- A. Duty of the Awarding Body
- *A Labor Compliance Program shall have a duty to the Director to enforce the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code and these*

regulations in a manner consistent with the practice of the Labor Commissioner. It is the practice of the LCP to refer to the Director's ongoing advisory service of web-posted public works coverage determinations as a source of information and guidance in making enforcement decisions. It is also the practice of the LCP to be represented by an attorney in prevailing wage hearings conducted pursuant to Labor Code Section 1742(b) and sections 17201-17270 of Title 8 of the California Code of Regulations.

- *The Agency has a duty to report all violations and proposed remedial action to the Agency who in turn has a duty to enforce the Labor Code public works requirements (Chapter 1 of part 7 of Division 2 and Division 3 of the Labor Code).*
- *Audits: An Audit shall be conducted as deemed necessary whenever the Labor Compliance Program has determined that there has been a violation of the Public Works Chapter of the Labor Code resulting in the underpayment of wages. An "Audit" for this purpose shall be defined as a written summary reflecting prevailing wage deficiencies for each underpaid worker, and including any penalties to be assessed under Labor Code Sections 1775 and 1813, as determined by the Labor Compliance Program after consideration of the best information available as to actual hours worked, amounts paid, and classifications of workers employed in connection with the public work. Such available information may include, but is not limited to, worker interviews, complaints from workers or other interested persons, all time cards, cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other evidences which reflect job assignments, work schedules by days and hours, and the disbursement by way of cash, check, or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to a public works project. An Audit is sufficiently detailed when it enables the Labor Commissioner, if requested to determine the amount of forfeiture under section 16437, to draw reasonable conclusions as to compliance with the requirements of the Public Works Chapter of the Labor Code, and to enable accurate computation of underpayments of wages to workers and of applicable penalties and forfeitures. An Audit using the forms in Appendix B of 16437, when accompanied by a brief narrative identifying the Bid Advertisement Date of the contract for public work and summarizing the nature of the violation and the basis upon which the determination of underpayment was made, presumptively demonstrates sufficiency. Records supporting an Audit shall be maintained by the Labor Compliance Program to satisfy its burden of coming forward with evidence in administrative review proceedings under Labor Code Section 1742 and the Prevailing Wage Hearing Regulations found at sections 17201-17270 of Title 8 of the California Code of Regulations.*

After the Labor Compliance Program has determined that violations of the prevailing wage laws have resulted in the underpayment of wages and an audit has been prepared, notification shall be provided to the contractor and affected subcontractor of an opportunity to resolve the wage deficiency prior to a determination of the amount of forfeiture by the Labor Commissioner pursuant to these regulations. The contractor and affected subcontractor shall be provided at least 10 days following such notification to submit exculpatory information consistent with the "good faith mistake" factors set forth in Labor Code Section 1775(a)(2)(A)(i) and (ii). If, based upon the contractor's submission, the Labor

Compliance Program reasonably concludes that the failure to pay the correct wages was a good faith mistake, and has no knowledge that the contractor and affected subcontractor have a prior record of failing to meet their prevailing wage obligations, the Labor Compliance Program shall not be required to request the Labor Commissioner for a determination of the amount of penalties to be assessed under Labor Code Section 1775 if the underpayment of wages to workers is promptly corrected and proof of such payment is submitted to the Labor compliance Program. For each instance in which a wage deficiency is resolved in accordance with this regulation, the Labor Compliance Program shall maintain a written record of the failure of the contractor or subcontractor to meet its prevailing wage obligation. The record shall identify the public works project, the contractor or affected subcontractor involved, and the gross amount of wages paid to workers to resolve the prevailing wage deficiency; and the record shall also include a copy of the Audit prepared pursuant to subpart (e) above along with any exculpatory information submitted to the Labor Compliance Program by the affected contractor or subcontractor.

- B. Monthly Communication to the Contractor:
- *Upon completion of the monthly review of certified payrolls, LABOR COMPLIANCE OFFICIAL shall communicate to the Agency and with the prime contractor on the project as to all violations, inadequacies, or deficiencies for the prime contractor and any applicable subcontractor. LABOR COMPLIANCE OFFICIAL shall create Monthly Audit Reports for each contractor/subcontractor on the project who has failed to submit correct LCP documentation and/or has failed to pay the applicable prevailing wage or comply with other LCP requirements.*
 - *LABOR COMPLIANCE OFFICIAL on behalf of the Public Agency shall take reasonable, vigorous, and prompt action to (1) determine whether violations exist, and (2) enforce compliance, including through imposition of appropriate penalties and formal enforcement action, when violations are found. The Public Agency shall not avoid the use of its enforcement authority based on cost considerations nor use that authority in an unreasonable manner to gain leverage over a contractor or subcontractor. Unreasonable use of enforcement authority includes, but is not necessarily limited to, prolonged or excessive withholdings of contract payments without making a determination that a violation has occurred.*
 - *LABOR COMPLIANCE OFFICIAL's monthly report to the Contractor shall include:*
 - *Name of Project*
 - *Prime Contractor*
 - *Subcontractor with outstanding violation*
 - *Weeks of Certified Payrolls reviewed*
 - *Any deficiency in paperwork*
 - *Incorrect or Missing certified payrolls, Fringe Benefit Statement, DAS 140, DAS 142, CAC 2*
 - *Identify any wage deficiencies, classification issues, etc.*
 - *Direct Contractor to correct said deficiencies and provide documentation of corrective action.*
 - *Request verification of payment (cancelled check or proof of direct deposit) for randomly selected employee from the certified payroll.*
 - *Invoke 1776 documents request – as needed.*

- C. Withholding Contract Payments When Payroll Records are Delinquent or Inadequate
- *“Withhold” means to cease payments by the awarding body, or others who pay on its behalf, or agents, to the contractor. Where the violation is by a subcontractor, the contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729. A release bond under Civil Code Section 3196 may not be posted for the release of the funds being withheld for the violation of the prevailing wage law.*
 - *“Contracts,” except as otherwise provided by agreement, means only contracts under a single master contract, or contracts entered into as stages of a single project which may be the subject of withholding pursuant to Labor Code Sections 1720, 1720.2, 1720.3, 1720.4, 1771, and 1771.5;*
 - *“Delinquent payroll records” means those not submitted on the basis set forth in the Agency contract and the Labor Compliance Program;*
 - *“Inadequate payroll records” are any one of the following:*
 - *A record lacking the information required by Labor Code Section 1776;*
 - *A record which contains the required information but which is not certified, or certified by someone not an agent of the contractor or subcontractor;*
 - *A record remaining uncorrected for one (1) pay period, after the awarding body has given the contractor notice of inaccuracies/omissions detected by audit or record review; provided, however, that prompt correction will stop any duty to withhold if such inaccuracies/omissions do not amount to 1 percent of the entire certified weekly payroll in dollar value and do not affect more than half the persons listed as workers employed on that certified weekly payroll, as defined in Labor Code Section 1776 and Title 8 CCR Section 16401. Prompt correction will stop any duty to withhold if such inaccuracies are de minimus.*
 - *The withholding of contract payments when payroll records are delinquent or inadequate is required by Labor Code Section 1771.5(b)(5), and it does not require the prior approval of the Labor Commissioner. The Agency shall only withhold those payments due or estimated to be due to the contractor or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Compliance Program has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the contractor or subcontractor whose payroll records are delinquent or inadequate; provided that a contractor shall be required in turn to cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the Public Agency/LABOR COMPLIANCE OFFICIAL provides notice that the subcontractor has cured the delinquency or deficiency.*
 - *When contract payments are withheld under this section, the Public Agency/LABOR COMPLIANCE OFFICIAL shall provide the contractor and subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies the amount being withheld; and (3) informs the contractor or subcontractor of the right to request an expedited hearing to review the withholding of contract payments under Labor Code Section 1742, limited to the issue of whether the records are*

delinquent or inadequate or the Labor Compliance Program has exceeded its authority under this section.

- *No contract payments shall be withheld solely on the basis of delinquent or inadequate payroll records after the required records have been produced.*
- *In addition to withholding contract payments based on delinquent or inadequate payroll records, penalties shall be assessed under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records. The assessment of penalties under Labor Code Section 1776(g) does require the prior approval of the Labor Commissioner under section 16436 of these regulations.*
- *Once the Public Agency/LABOR COMPLIANCE OFFICIAL has determined that violations of the prevailing wage laws have resulted in the underpayment of wages and an audit has been prepared, notification shall be provided to the contractor and affected subcontractor of an opportunity to resolve the wage deficiency prior to a determination of the amount of forfeiture by the Labor Commissioner pursuant to these regulations. The contractor and affected subcontractor shall be provided at least 10 days following such notification to submit exculpatory information consistent with the "good faith mistake" factors set forth in Labor Code Section 1775(a)(2)(A)(i) and (ii). If, based upon the contractor's submission, the Labor Compliance Program reasonably concludes that the failure to pay the correct wages was a good faith mistake, and has no knowledge that the contractor and affected subcontractor have a prior record of failing to meet their prevailing wage obligations, the Labor Compliance Program shall not be required to request the Labor Commissioner for a determination of the amount of penalties to be assessed under Labor Code Section 1775 if the underpayment of wages to workers is promptly corrected and proof of such payment is submitted to the Labor Compliance Program*
- *Where the violation is by a subcontractor, the general contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729. The withholding of contract payments when, after investigation, it is established that underpayment or other violations have occurred requires the prior approval of the Labor Commissioner under sections 16436 and 16437 of these regulations.*

D. Apprenticeship Obligations

- *The duties of a Labor Compliance Program with respect to apprenticeship standards are as follows:*
 - *Either the Awarding Body or the Labor Compliance Program acting on its behalf shall (A) inform contractors and subcontractors bidding public works about apprenticeship requirements, (B) send copies of awards and notices of discrepancies to the Division of Apprenticeship Standards as required under Section 1773.3 of the Labor Code, and (C) refer complaints and promptly report suspected violations of apprenticeship requirements to the Division of Apprenticeship Standards.*
 - *The Labor Compliance Program shall be responsible for enforcing prevailing wage pay requirements for apprentices consistent with the practice of the Labor Commissioner, including (A) that any contributions required pursuant to Labor Code Section 1777.5(m) are paid to the appropriate entity, (B) that apprentices are paid no less than the prevailing apprentice rate, (C) that workers listed and paid as apprentices on the certified payroll records are*

duly registered as apprentices with the Division of Apprenticeship Standards, and (D) requiring that the regular prevailing wage rate be paid (i) to any worker who is not a duly registered apprentice and (ii) for all hours in excess of the maximum ratio permitted under Labor Code Section 1777.5(g), as determined at the conclusion of the employing contractor or subcontractor's work on the public works contract.

E. Request for Forfeitures

- *"Forfeitures" means the amount of wages, penalties, and forfeitures assessed by the Public Agency and proposed to be withheld pursuant to Labor Code section 1771.6(a), and includes the following: (1) 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 by the contractor or subcontractor; and (2) penalties assessed under Labor Code Sections 1775, 1776 and 1813.*
- *If the aggregate amount of forfeitures assessed as to a contractor or subcontractor is less than \$1000.00, the forfeitures shall be deemed approved by the Labor Commissioner upon service and the Labor Commissioner's receipt of copies of the following: (1) the Notice of Withholding of Contract Payments authorized by Labor Code Section 1771.6(a); (2) an Audit as defined in section 16432(e) of these regulations, and (3) a brief narrative identifying the Bid Advertisement Date of the contract for public work and summarizing the nature of the violation, the basis of the underpayment, and the factors considered in determining the assessment of penalties, if any, under Labor Code Section 1775.*
- *For all other forfeitures, approval by the Labor Commissioner shall be requested and obtained in accordance with Title 8 CCR Section 16437, set forth below:*
 - *Where the Labor Compliance Program requests a determination of the amount of forfeiture, the request shall include a file or report to the Labor Commissioner which contains at least the information specified in subparts (1) through (9) below. Appendix D is a suggested format for a Request for Approval of Forfeiture under this section.*

(1) Whether the public work has been accepted by the awarding body and whether a valid notice of completion has been filed, the dates if any when those events occurred, and the amount of funds being held in retention by the Awarding Body;

(2) Any other deadline which if missed would impede collection;

(3) Evidence of violation, in narrative form;

(4) Evidence of violation obtained under section 16432 of these regulations and a copy of the Audit prepared in accordance with section 16432(e) setting forth the amounts of unpaid wages and applicable penalties;

(5) Evidence that before the forfeiture was sent to the Labor Commissioner (A) the contractor and subcontractor were given the opportunity to explain why there was no violation, or that any violation was caused by good faith

mistake and promptly corrected when brought to the contractor or subcontractor's attention, and (B) the contractor and subcontractor either did not do so or failed to convince the Labor Compliance Program of its position;

(6) Where the Labor Compliance Program seeks not only wages but also a penalty as part of the forfeiture, and the contractor or subcontractor has unsuccessfully contended that the cause of violation was a good faith mistake that was promptly corrected when brought to the contractor or subcontractor's attention, a short statement should accompany the proposal for a forfeiture, with a recommended penalty amount pursuant to Labor Code Section 1775(a);

(7) Where the Labor Compliance Program seeks only wages or a penalty less than \$200 per day as part of the forfeiture because the contractor or subcontractor has successfully contended that the cause of the violation was a good faith mistake that was promptly corrected when brought to the contractor or subcontractor's attention, the file should include the evidence as to the contractor or subcontractor's knowledge of his or her obligation, including the program's communication to the contractor or subcontractor of the obligation in the bid invitations, at the prejob conference agenda and records, and any other notice given as part of the contracting process. With the file should be a statement, similar to that described in (6), and recommended penalty amounts, pursuant to Labor Code Section 1775(a);

(8) The previous record of the contractor and subcontractor in meeting their prevailing wage obligations; and

(9) Whether the Labor Compliance Program has been granted approval on only an interim or temporary basis under sections 16425 or 16426 above or whether it has been granted extended approval under section 16427 above.

(b) The file or report shall be served on the Labor Commissioner as soon as practicable after the violation has been discovered, and not less than 30 days before the final payment, but in no event not less than 30 days before the expiration of the limitations period set forth in Labor Code Section 1741.

(c) A copy of the recommended forfeiture and the file or report shall be served on the contractor and subcontractor at the same time as it is sent to the Labor Commissioner. The Labor Compliance Program may exclude from the documents served on the contractor and subcontractor copies of documents secured from the contractor or subcontractor during an audit, investigation, or meeting if those are clearly referenced in the file or report.

(d) The Labor Commissioner shall affirm, reject, or modify the forfeiture in whole or in part as to the wages and penalties due.

(e) The Labor Commissioner's determination of the forfeiture is effective on one of the two following dates:

(1) For all programs other than those having extended authority under

section 16427 of these regulations, on the date the Labor Commissioner serves by first class mail, on the Labor Compliance Program, on the Awarding Body if different, on the contractor and on the subcontractor, if any, an endorsed copy of the proposed forfeiture, or a newly drafted forfeiture statement which sets out the amount of forfeiture approved. Service on the contractor or subcontractor is effective if made on the last address supplied by the contractor or subcontractor in the record. The Labor Commissioner's approval, modification or disapproval of the proposed forfeiture shall be served within 30 days of receipt of the proposed forfeiture.

(2) For programs with extended authority under section 16427 above, approval is effective 20 days after the requested forfeitures are served upon the Labor Commissioner, unless the Labor Commissioner serves a notice upon the parties, within that time period, that this forfeiture request is subject to further review. For such programs, a notice that approval will follow such a procedure will be included in the transmittal of the forfeiture request to the contractor. If the Labor Commissioner notifies the parties of a decision to undertake further review, the Labor Commissioner's final approval, modification or disapproval of the proposed forfeiture shall be served within 30 days of the date of notice of further review.

1.14 THIRD PARTY REQUESTS AND ENFORCEMENT

A. Third Party Requests for Payroll

- *When the Labor Compliance Official receives a request for certified payrolls of a contractor/subcontractor from a third party pursuant to Labor Code Section 1776, any records which the Labor Compliance Official makes available to such a third party shall be appropriately redacted pursuant to Labor Code Section 1776 (e) to protect the privacy of the individual worker. Pursuant to Title 8 CCR 16403. Such requests are frequently forwarded from the Agency to LABOR COMPLIANCE OFFICIAL. LABOR COMPLIANCE OFFICIAL will comply with the provisions of 1776(e) whenever providing payrolls to any third party.*
- *Records received from the employing contractor shall be kept on file in the office or entity that processed the request for at least 6 months following completion and acceptance of the project. Thereafter, they may be destroyed unless administrative, judicial or other pending litigation, including arbitration, mediation or other methods of dispute resolution, are in process. Copies on file shall not be obliterated in the manner prescribed below;*
- *Copies provided to the public upon written request shall be marked, obliterated or provided in such a manner that the name, address and Social Security number, and other private information pertaining to each employee cannot be identified. All other information including identification of the contractor shall not be obliterated;*
- *The Public Agency/LABOR COMPLIANCE OFFICIAL may affirm or deny that a person(s) was or is employed on a public works contract (by a specific contractor) when asked, so long as the entity requires such information of an identifying nature which will reasonably preclude release of private or confidential information.*

- *Requests for certified copies of payroll records pursuant to Section 1776 of the Labor Code may be made by any person. However, any such request shall be in writing and contain at least the following information:*
 - (1) The body awarding the contract;*
 - (2) The contract number and/or description;*
 - (3) The particular job location if more than one;*
 - (4) The name of the contractor;*
 - (5) The regular business address, if known.*

 - *Acknowledgment of Request. The public entity receiving a request for payroll records shall acknowledge receipt of such, and indicate the cost of providing the payroll records based on an estimate by the contractor, subcontractor or public entity. The acknowledgment of the receipt of said request for payroll records may be accomplished by the public entity's furnishing a copy of its written correspondence requesting certified copies of the payroll records sent to the specific contractor pursuant to Section 16400(d) below, to the person who requested said records*

 - *Request to Contractor. The request for copies of payroll records by the requesting public entity shall be in any form and/or method which will assure and evidence receipt thereof. The request shall include the following:*
 - (1) Specify the records to be provided and the form upon which the information is to be provided;*
 - (2) Conspicuous notice of the following:*
 - (A) that the person certifying the copies of the payroll records is, if not the contractor, considered*
 - as an agent acting on behalf of the contractor; and*
 - (B) that failure to provide certified copies of the records to the requesting public entity within 10*
 - working days of the receipt of the request will subject the contractor to a penalty of twenty-five*
 - (\$25.00) dollars per calendar day or portion thereof for each worker until strict compliance is*
 - effectuated;*
 - (3) Cost of preparation as provided in Section 16402; and*
 - (4) Provide for inspection.*

 - *Inspection of Payroll Records. Inspection of the original payroll records at the office of the contractor(s) pursuant to subdivision (b) of Section 1776 of the Labor Code shall be limited to the public entities upon reasonable written or oral notice.*
- B. Costs of Certified Payrolls**
- *The cost of preparation to each contractor, subcontractor, or public entity when the request was made shall be provided in advance by the person seeking the payroll record. Such cost shall be \$1 for the first page of the payroll record and 25 cents for each page thereafter, plus \$10 to the contractor or subcontractor for handling costs. Payment in the form of cash, check or certified money order shall be made prior to release of the documents to cover the actual costs of preparation.*

C. *Third Party Complaints*

- *Upon receipt of a written complaint from a third party alleging that a contractor or subcontractor has failed to pay prevailing wages as required by the Labor Code, LABOR COMPLIANCE OFFICIAL will respond to the complaining party as follows:*

(1) Within 15 days after receipt of the complaint, send a written acknowledgment to the complaining party that the complaint has been received and identifying the name, address, and telephone number of the investigator assigned to the complaint;

(2) Within 15 days after receipt of the complaint, provide the effected contractor with the notice required under Labor Code Section 1775(c) if the complaint is against a subcontractor;

(3) Notify the complaining party in writing of the resolution of the complaint within ten days after the complaint has been resolved by the Labor Compliance Program; (4) Notify the complaining party in writing at least once every 30 days of the status of a complaint that has not been resolved by the Labor Compliance Program; and

(5) Notify the complaining party in writing at least once every 90 days of the status of a complaint that has not been resolved by the Labor Compliance Program but remains under review or in litigation before another entity.

1.15 *PROJECT CLOSE-OUT- FORFEITURES AND PENALTIES*

A. *IF NO WAGE VIOLATIONS HAVE OCCURRED during the course of the project, and nothing is outstanding, the LABOR COMPLIANCE OFFICIAL shall issue a close out report See Appendix H to the Labor Compliance Official and keep this data to reference for the Labor Compliance Official's Annual Report.*

B. *LABOR COMPLIANCE OFFICIAL is aware of its obligation to take prompt and vigorous enforcement of all violations of the LCP and is committed to doing so. Wage Violations which occur during the course of the project will be promptly corrected and the following penalties assessed: (after consultation with the Agency)*

- *Wage Violation – Labor Code 1775 - \$200 per day per worker per violation. The Labor Compliance Official now has discretion to reduce or waive penalties. Reductions or waivers will only be made if the contractor meets the requirements of Labor Code Section 1775, subparagraph (b) i.e. good faith or inadvertent error, prompt correction and no additional violations. No reduction or waiver shall be made if there are outstanding wages still due. Reasons for reduction of penalties will be documented and included in Notice of Request for Forfeitures to the Labor Commissioner.*
- *Overtime Violation – Labor Code Section 1813 - \$25.00 per day per worker. Mandated by statute with no discretion for reduction. Even if certain union agreements allow for employees to work four days of 10 hours each day without overtime, it is Labor Code Section 1813 which controls with overtime*

pay being mandated after 8 hours worked in a day. Labor Code Section 1811.

- *Failure to Provide Certified Payrolls (including fringe benefit statements, timecards, canceled checks, etc.) within 10 days of Request - Labor Code 1776 (h). The penalty of \$100.00 per day per worker continues until strict compliance is met (all documents delivered). Before imposing 1776 penalties, the LABOR COMPLIANCE OFFICIAL/Agency will ensure that any request for documentation includes:*
 - *Identification of the specific documents requested*
 - *Identification that the request is made pursuant to Section 1776(h) of the Labor Code and that penalties of \$100 per day per worker will be imposed until there is strict compliance*
 - *Delivery of the notice must be by certified mail or other means where the contractor signed a receipt of the notice*
- *Willful and/or Repeat Offenders will be subject to maximum penalties as stated above and a recommendation of debarment from public works will be made to the DIR.*
- *Liquidated Damages – If prevailing wages remains unpaid 60 days after a Notice to Withhold is issued to the contractor, the contractor shall be assessed liquidated damages equal to the amount of any unpaid wages. LABOR COMPLIANCE OFFICIAL will advise the Agency shall hold appropriate funds at the conclusion of the project to cover all wages due, penalties and liquidated damages.*
- *Apprenticeship Violation - Labor Code Section 1777.7 \$100 - \$300 per calendar day of noncompliance and debarment up to 3 years. This may include failure to pay training contributions, employ apprentices at the ratio required, etc. The Agency does not have the authority to impose penalties for Apprenticeship Violations, but instead will have LABOR COMPLIANCE OFFICIAL file a Public Works Complaint detailing the violation and submitting relevant documentation of the violations to the DLSE (who is now enforcing DAS violations).*
- *Unlicensed Contractor – Labor Code Section 1021. Any contractor working without a valid contractor license shall be subject to a penalty of \$200 per day per worker. This is not a penalty that LCPs enforce. Rather, the Agency may direct LABOR COMPLIANCE OFFICIAL to file a complaint with the DIR, as well as with the Contractors State License Board (CSLB).*
- *If the total wages and penalties outstanding and due are less than \$1,000, then the LABOR COMPLIANCE OFFICIAL (with the direction and approval of the Agency) will proceed to issue a Notice to Withhold to the Contractor/and any applicable subcontractor. (See Notice to Withhold Appendix E).*
- *If wages and penalties exceed \$1,000, LABOR COMPLIANCE OFFICIAL will prepare and file (with the approval and direction of the Agency) the Request for Forfeiture form (see Appendix D) and send it with the appropriate*

documentation to the Labor Commissioner for review and decision. "LCP Request for Forfeitures" and "Penalty Worksheet" spreadsheet will be completed in full. Penalty worksheet will list dates of violation and include summary worksheet, including the following:

- a. Audit summary (Agency's penalty worksheet summary and individual employee penalty worksheets).*
 - b. 1st Bid Advertisement Publication Notice of Completion (if filed).*
 - c. Scope of Work.*
 - d. Complaint forms and declarations, if any from third parties or employees.*
- *The close out documents will be sent to the following:*
 - *General Contractor – certified and regular mail;*
 - *Affected Subcontractor – certified and regular mail;*
 - *Overnight delivery (with signature required) or certified mail to the Labor Commissioner*
 - *The Labor Commissioner then has 30 days to respond. (Once the Agency/LABOR COMPLIANCE OFFICIAL has a response from the Labor Commissioner, a Notice to Withhold shall issue). In the event the Labor Commissioner does not respond within 30 days, the Agency/LABOR COMPLIANCE OFFICIAL shall then issue a Notice to Withhold based on the information provided in the Request for Forfeiture Notice. The Notice to Withhold shall be sent as follows:*
 - *General Contractor –certified and regular mail*
 - *Effectuated Subcontractor – certified and regular mail*
 - *Allow 60 days for the contractor to contest the penalties. If the contractor contests the Notice to Withhold, then the Agency/LABOR COMPLIANCE OFFICIAL (upon receipt of the written Request for Review) will promptly forward the Request for Review to the Agency's General Counsel.*
 - *Potential Settlement Options – LABOR COMPLIANCE OFFICIAL will advise the Agency that it has the ability to engage in settlement discussions and will do so before the filing of a Request for Forfeiture. LABOR COMPLIANCE OFFICIAL shall engage in these discussions as requested by the Agency. Specifically, once the Agency/LABOR COMPLIANCE OFFICIAL has determined/confirmed an actual violation has occurred, notification will be provided to the effected contractor/subcontractor with an opportunity to correct the wage deficiency. The contractor/subcontractor shall have at least 10 days from such notification to submit information/documentation that such error was made in good faith and corrected promptly. If the correction is made promptly and a waiver of penalties is determined, no Request for Forfeiture will be made to the Labor Commissioner. However, the Agency will keep this information and include it with its Annual Report. When considering the compromise or waiver of penalties, the Agency will consider the nature of the violation, good faith error versus a knowing violation.*
 - *If, after a Notice to Withhold is issued, a contractor or subcontractor may*

request a settlement meeting pursuant to Labor Code Section 1742.1(b). LABOR COMPLIANCE OFFICIAL will assist the Agency in exercising the same rights and responsibilities of the Enforcing Agency (as defined in Section 17202(f) of Title 8 of the California Code of Regulations), in responding to such a request for review, including but not limited to the obligations to serve notices, transmit the Request for Review to the hearing office, and provide an opportunity to review evidence in a timely manner, to participate through counsel in all hearing proceedings, and to meet the burden of establishing prima facie support for the Notice of Withholding of Contract Payments.

- *If a contractor or subcontractor seeks review of a Labor Compliance Program enforcement action, the Labor Commissioner may intervene to represent the Awarding Body, or to enforce relevant provisions of the Labor Code consistent with the practice of the Labor Commissioner, or both.*
- *Except in cases where the Labor Commissioner has intervened pursuant to subpart (b) of CCR Title 8 Section 16439, the Agency shall have the authority to prosecute, settle, or seek the dismissal of any Notice of Withholding of Contract Payments issued pursuant to Labor Code Section 1771.6 and any review proceeding under Labor Code Section 1742, without any further need for approval by the Labor Commissioner. Whenever the Agency settles in whole or in part or seeks and obtains the dismissal of a Notice of Withholding of Contract Payments or a review proceeding under Labor Code Section 1742, the Agency/LABOR COMPLIANCE OFFICIAL shall document the reasons for the settlement or request for dismissal and shall make that documentation available to the Labor Commissioner upon request.*
- *If the 60-day time period expires and no request for review is filed, then the sums set forth in the Notice to Withhold are deemed forfeit to the Agency (except to the extent that any wages due, must be turned over by the Agency to the affected employees (if the employees cannot be located after a diligent search, then those wage funds are turned over to the Labor Commissioner).*

C. *Close Out Completion Report:*

- *For each project, LABOR COMPLIANCE OFFICIAL shall prepare a Project Completion Report, deliver such report to the Agency and keep such report in the applicable project file. The Project Completion Report is attached hereto as Appendix H.*

D. *APPRENTICE/TRAINING VIOLATION:*

- *Unpaid training contribution for any trade*
- *No DAS 140 form submitted*
- *No DAS 142 form submitted and no apprentices on the project*
- *Electrician certification violation*
- *For any violation relating to apprenticeship or training, the LABOR COMPLIANCE OFFICIAL shall complete and file (on behalf of the Agency) a Public Works Complaint with the Division of Apprenticeship Standards and enclose the applicable documentation. The Public Works Complaint and applicable documents shall be sent to:*
 - *General Contractor – certified and regular mail;*
 - *Effectuated Subcontractor – certified and regular mail;*

- *DLSE:*
Southern California
Division of Labor Standards Enforcement
BOFE- Public Works (1777.5 and 1777.7)
Attention: Senior Deputy
300 OceanGate, Suite 850
Long Beach, California 90802

Northern California
Division of Labor Standards Enforcement
BOFE- Public Works (1777.5 and 1777.7)
Attention: Senior Deputy
7718 Meaney Avenue
Bakersfield, California 93308

1.16 NOTIFICATION OF CONTRACTOR AND APPEAL RIGHTS OF PROGRAM ENFORCEMENT ACTION

A. *Notice of Withholding of Contract Payments (NWCP)*

- *After determination of the amount of forfeiture by the Labor Commissioner, the LABOR COMPLIANCE OFFICIAL/Agency shall provide notice of withholding of contract payments to the contractor and subcontractor, if applicable. The notice shall be in writing and shall describe the nature of the violation and the amount of wages, penalties, and forfeitures withheld. Service of the notice shall be completed pursuant to Section 1013 of the Code of Civil Procedure by first-class and certified mail to the contractor and subcontractor, if applicable. Notice to Contractor shall be deemed notice to its performance bond surety. The notice shall advise the contractor and subcontractor, if applicable, of the procedure for obtaining review of the withholding of contract payments. LABOR COMPLIANCE OFFICIAL/Agency shall also serve a copy of the notice by certified mail to any bonding company issuing a bond that secures the payment of wages covered by the notice and to any surety on such bond, if their identities are known to the awarding body. A copy of the Notice of Withholding of Contract Payments (NWCP) to be utilized by the Agency is found as Appendix E to this document.*

B. *Review of NWCP*

- *An affected contractor or subcontractor may obtain review of a NWCP under this chapter by transmitting a written request to the Agency/LABOR COMPLIANCE OFFICIAL that appears on the NWCP within 60 days after service of the NWCP. If no hearing is requested within 60 days after service of the NWCP, the NWCP shall become final.*
- *Within ten days following the receipt of the Request for Review, the Agency/LABOR COMPLIANCE OFFICIAL shall complete and serve a Notice of Transmittal on the DIR and the applicable contractor(s). Within 20 days of receipt of the Request for Review, the Agency/LABOR COMPLIANCE*

OFFICIAL shall provide to the party requesting review and a copy of the Opportunity to Review Evidence. (A copy of the required Notice of Transmittal to be utilized is found as Appendix F to this document. A copy of a Notice of Opportunity to Review Evidence Pursuant to Labor Code Section 1742(b) form is found as Appendix G to this document).

- *Upon receipt of a timely request, a hearing shall be commenced within 90 days before the Director, who shall appoint an impartial hearing officer possessing the qualifications of an administrative law judge pursuant to subdivision (b) of Section 11502 of the Government Code. The appointed hearing officer shall be an employee of the department, but shall not be an employee of the Division of Labor Standards Enforcement. The contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Agency at the hearing within 20 days of the receipt of the written request for a hearing. Any evidence obtained by the Agency subsequent to the 20-day cutoff shall be promptly disclosed to the contractor or subcontractor.*
- *The contractor or subcontractor shall have the burden of proving that the basis for the NWCP is incorrect. The NWCP shall be sufficiently detailed to provide fair notice to the contractor or subcontractor of the issues at the hearing.*
- *Pursuant to Labor Code Section 1742.1, there shall be no liability for liquidated damages if the full amount of the assessment or notice, including penalties has been deposited by the contractor with the Department of Industrial Relations within 60 days following service of Notice to Withhold.*
- *Within 45 days of the conclusion of the hearing, the Director shall issue a written decision affirming, modifying, or dismissing the assessment. The decision of the Director shall consist of a notice of findings, findings, and an order. This decision shall be served on all parties pursuant to Section 1013 of the Code of Civil Procedure by first-class mail at the last known address of the party on file with the Agency. Within 15 days of the issuance of the decision, the Director may reconsider or modify the decision to correct an error, except that a clerical error may be corrected at any time. The Director has adopted regulations setting forth procedures for hearings under this subdivision.*
- *An affected contractor or subcontractor may obtain review of the decision of the Director by filing a petition for a writ of mandate to the appropriate superior court pursuant to Section 1094.5 of the Code of Civil Procedure within 45 days after service of the decision. If no petition for writ of mandate is filed within 45 days after service of the decision, the order shall become final. If it is claimed in a petition for writ of mandate that the findings are not supported by the evidence, abuse of discretion is established if the court determines that the findings are not supported by substantial evidence in the light of the whole record.*
- *A certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the state against the person assessed in the amount shown on the certified order.*
- *A judgment entered pursuant to this procedure shall bear the same rate of interest and shall have the same effect as other judgments and shall be*

given the same preference allowed by law on other judgments rendered for claims for taxes. The clerk shall not charge for the service performed by him or her pursuant to this section.

- *This procedure shall provide the exclusive method for review of a NWCP by the Agency to withhold contract payments pursuant to Section 1771.7.*

1.17 PRIORITY DISTRIBUTION OF FORFEITED SUMS

A. *Withholding of Forfeited Sums*

- *LABOR COMPLIANCE OFFICIAL shall assist the Agency in distributing any withheld sums in the following manner:*

1. Before making payments to the contractor of money due under a contract for public work, the Agency shall withhold and retain from sums owing Contractor, if any, all amounts required to satisfy the NWCP. The amounts required to satisfy the NWCP shall not be disbursed by the Agency until receipt of a final order that is no longer subject to judicial review.

2. Pending a final order, or the expiration of the time period for seeking review of the Notice of the Withholding, the Agency shall not disburse any contract payments withheld.

3. From the amount recovered, the wage claim shall be satisfied prior to the amount being applied to penalties. If insufficient money is recovered to pay each worker in full, the money shall be prorated among all workers employed on the public works project who are paid less than the prevailing wage rate. Said wages due shall have PRIORITY over all Stop Notices filed against the prime contractor.

4. Wages for workers who cannot be located shall be placed in the Industrial Relations Unpaid Fund and held in trust for the workers pursuant to Section 96.7. Penalties shall be paid into the General Fund of the Agency that has enforced this chapter pursuant to Section 1771.7.

5. If insufficient funds are withheld, recovered, or both, to pay each underpaid worker in full, the money shall be prorated among all said underpaid workers.

6. Where the involvement of the Labor Commissioner has been limited to a determination of the actual amount of penalty, forfeiture or underpayment of wages, and the matter has been resolved without litigation by or against the Labor Commissioner, the Labor Compliance Program shall deposit penalties and forfeitures with the Agency.

Where collection of fines, penalties or forfeitures results from administrative proceedings or court action to which the Labor Commissioner and Agency or its Labor Compliance Program are both parties, the fines, penalties or forfeitures shall be divided between the general funds of the state and the Awarding Body, as the Hearing Officer or court may decide.

All penalties recovered in administrative proceedings or court action brought by or against the Labor Commissioner and to which the Agency or its Labor Compliance

Program is not a party, shall be deposited in the general fund of the State.

1.18 ANNUAL REPORTS AND RECORDKEEPING

A. *Annual Report on the Labor Compliance Program to the Director of the Department of Industrial Relations*

- *LABOR COMPLIANCE OFFICIAL shall assist the Agency in submitting to the Director of the Department of Industrial Relations an annual report (LCP-AR1) on the operation of its Labor Compliance Program on or before August 31 (60 days after the close of its fiscal year.). The annual report will contain, as a minimum, the following information:*
 1. *Labor Code violations identified and reported to the Labor Commissioner;*
 2. *The number of public works contracts awarded which require LCP compliance;*
 3. *A summary of wages due to workers resulting from failure by contractors to pay prevailing wage rates; the total amount withheld from money due the contractors; and the total amount recovered by action in any court of competent jurisdiction;*
 4. *A summary of apprenticeship violations;*
 5. *And all other information required as part of the Annual Reporting requirements as required by CCR Title 8 Section 16431.*
- *For each public work project subject to a Labor Compliance Program's enforcement of prevailing wage requirements, a separate, written summary of labor compliance activities and relevant facts pertaining to that particular project shall be maintained. That summary shall demonstrate that reasonable and sufficient efforts have been made to enforce prevailing wage requirements consistent with the practice of the Labor Commissioner. Appendix C following this section provides a suggested format for tracking and monitoring enforcement activities. Compliance records for a project shall be retained until the later of (1) at least one year after the acceptance of the public work or five years after the cessation of all labor on a public work that has not been accepted, or (2) one year after a final decision or judgment in any litigation under Labor Code Section 1742. For purposes of this section, a written summary or report includes information maintained electronically, provided that the summary or report can be printed out in hard copy form or is in an electronic format that (1) can be transmitted by e-mail or compact disk and (2) would be acceptable for the filing of documents in a federal or state court of record within this state.*

City of Arvin
Urban Greening Pathways Project

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

PART 4 MEASUREMENT AND PAYMENT (NOT USED)

END OF SECTION

Appendix A

CHECKLIST OF LABOR LAW REQUIREMENTS FOR REVIEW AT JOB START MEETINGS

(In accordance with CCR Section 16430)

The state labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. Payment of Prevailing Wage Rates

The award of a public works contract requires that all workers employed on the project be paid not less than the specified general prevailing wage rates by the contractor and its subcontractors. Prevailing wage determinations for this project can be obtained at: www.dir.ca.gov. This includes a total package including fringe benefits and training contributions which are paid to the employee or for the benefit of the employee to a bona fide ERISA approved or otherwise unconditionally paid for the benefit of the employee Trust Fund.

The contractor is responsible for obtaining and complying with all applicable general prevailing wage rates for trades workers and any rate changes, which may occur during the term of the contract. Prevailing wage rates and rate changes are to be posted at the job site for workers to view. Or the contractor may post a notice stating where the prevailing wage determinations are available on the jobsite and the contractor shall provide access to such information upon reasonable notice.

2. All individuals or companies performing prevailing wage work on this project must be registered as a public works contractor and pay an annual fee of \$300 to the Department of Industrial Relations (DIR). This includes all work covered by prevailing wage such as trucking, surveying, building inspection and so on.

3. Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on public works projects per Labor Code Section 1777.5; Contractors and subcontractors must submit proof of Public Works Contract Award Information (DAS140) or other documentation for Division of Apprenticeship Standards approved apprenticeship programs. Apprentices are to be employed in all crafts and in all trades with approved training programs. Contractors are to employ apprentices on a ratio of 1 apprentice hour for every 5 journeymen hours or as otherwise approved by the DAS approved Apprenticeship Training Committee. Contractors and subcontractors who do not meet this ratio must submit documentation that apprentices were requested and were not provided and/or not available in sufficient number to meet this ratio. The submission of an accurate DAS142(s) meets this requirement. Additional documentation may be required to verify the apprenticeship status of employees.

4. Penalties

Penalties, including forfeitures and debarment, shall be imposed for contractor/subcontractor failure to pay prevailing wages, failure to maintain and submit accurate certified payroll records upon request, failure to employ apprentices, and for failure to pay employees for all hours worked at the correct prevailing wage rate, in accordance with Labor Code Sections 1775, 1776, 1777.7, and 1813. Monetary penalties of \$200 per day per worker shall be imposed for failure to pay correct prevailing wage; \$25 per day per worker shall be imposed for overtime violated; \$100 per day per worker for failure to provide certified payroll information; \$100-\$300 per calendar day for noncompliance of Apprenticeship issues.

5. Certified Payroll Records

Per Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records which reflect the name, address, social security number, and work classification of each employee; the straight time and overtime hours worked each day and each week; the fringe benefits; and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee hired in connection with a public works project. A listing of all current prevailing wage determinations can be

obtained from the Agency's main office or by accessing the Department of Industrial Relation's website at: www.dir.ca.gov

Employee payroll records shall be certified (signed under penalty of perjury by someone in authority at the company) and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or to his or her authorized representative on request. Disclosure of certified payroll information to anyone other than the Awarding Body, its agent, or the Department of Industrial Relations requires that personal information about the employees (name, address and social security number) listed on the forms be redacted (omitted) to protect employee privacy.

Contractors and subcontractors shall maintain their certified payrolls on a weekly basis and shall submit said payrolls on a monthly basis in conjunction with contractor's requests progress or final payment. In the event that there has been no work performed during a given week, the Certified Payroll Record shall be annotated "No Work" for that week. The Agency or its authorized representative is also authorized to request and review all related payroll records such as time cards, cancelled checks, etc. the contractor must also submit electronic certified payroll to the Department of Industrial Relations through its eCPR portal for ALL work performed after August 1, 2016.

While the DIR accepts electronic versions of your certified payroll, the DIR and this agency may also request copies of the original certified payroll and supporting documentation at any time.

6. Nondiscrimination in Employment

Prohibitions against employment discrimination are contained in Labor Code Sections 1735 and 1777.6; the Government Code; the Public Contracts Code; and Title VII of the Civil Rights Act of 1964, as amended. All contractors and subcontractors are required to implement equal employment opportunities as delineated below:

a. Equal Employment Poster

The equal employment poster shall be posted at the job site in a conspicuous place visible to employees and employment applicants for the duration of the project. All other labor and employment related posters are also to be properly displayed on the jobsite.

7. Kickback Prohibited

Per Labor Code Section 1778, contractors and subcontractors are prohibited from accepting, taking wages illegally, or extracting "kickback" from employee wages;

8. Acceptance of Fees Prohibited

Contractors and subcontractors are prohibited from exacting any type of fee for registering individuals for public work (Labor Code Section 1779); or for filling work orders on public works contracts (Labor Code Section 1780);

9. Listing of Subcontractors

Contractors are required to list all subcontractors hired to perform work on a public works project when that work is equivalent to more than one-half of one percent of the total contract amount or \$10,000 whichever is greater. (Public Contract Code Section 4100, et seq.);

10. Proper Licensing

Contractors and subcontractors are required to be properly licensed. Penalties will be imposed for employing workers while unlicensed (Labor Code Section 1021 and Business and Professions Code Section 7000, et seq. under California Contractors License Law);

11. Unfair Competition Prohibited

Contractors and subcontractors are prohibited from engaging in unfair competition (Business and Professions Code Sections 17200-17208);

12. Workers' Compensation Insurance

All contractors and subcontractors are required to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of Labor Code Section 3700 (Labor Code Section 1861);

13. OSHA

Contractors and subcontractors are required to comply with the Occupational, Safety and Health laws and regulations applicable to the particular public works project.

14. Prompt Payment of Subcontractors and Suppliers

Contractors are required by law to promptly pay their subcontractors and suppliers within seven (7) days of receipt of any progress or final payment from the Public Agency. Likewise the subcontractor and supplier are required to pay their respective subcontractors and suppliers within seven (7) days of receipt of payment from the general contractor. When the payment to the contractor is a release of final retention on the project, those funds must be paid within seven (7) days of receipt.

15. IRCA

Pursuant to the Immigration Reform and Control Act of 1986, employers are required to verify that all employees working on public works contracts are legally able to work in the United States. Employers shall keep on file appropriate I-9 forms and documentation for all workers employed on the jobsite and make such forms available to inspection and review by the LCO upon request.

16. Jobsite Interviews

Jobsite interviews are required on a regular basis on this project, CCMI may conduct random jobsite interviews as necessary to meet labor compliance obligations.

17. Certification of Electricians

Those employing electricians must comply with employment testing and certification requirements for electricians. Additional information may be required to verify the certification status of those employed.

18. Employee Wage Statements - It is required to provide itemized wage statements (pay stubs) to Employees under Labor Code Section 226.

19. Posting of Labor Compliance – Notice of Labor Compliance Approval is required to be posted at the job site in accordance with section 16429, listing a telephone number to call for inquiries, questions, or assistance with regard to the Labor Compliance Program. (Sample attached in handout).

20. Confirmation of Payroll Records – Confirmation of payment to employees for each contractor and subcontractor shall be undertaken randomly for at least one worker for at least one weekly period within that month. This will entail a monthly request of the front and back of a canceled check and employee pay stub for each contractor/subcontractor. Per Title 8 of the California Code Regulations section 16432(c).

21. Public Works Contractor Registration – Only those businesses who have registered and paid the applicable fee to the Department of Industrial Relations as a Public Works Contractor will be allowed to work on the project.

In accordance with federal and state laws, and with the Public Agency's policy and contract documents, the undersigned contractor herein certifies that they will comply with the foregoing labor law requirements; and fully understands that failure to comply with these requirements will subject them to the penalties cited herein.

The contractor also herein certifies that it has been provided with a copy of the Labor Compliance Program Package for Contractors with includes:

1. Labor Law Requirements Checklist (included herein)
2. The Location of Applicable General Prevailing Wage Rate Determinations
3. Blank Certified Payroll Record form
4. Fringe Benefit Statements
5. State apprenticeship contribution form (CAC2)
6. State apprenticeship requirements and form to register apprentices (DAS-140)
7. Request for apprentices (DAS-142)
8. Copy of the Labor Code relating to Public Works and Public Agencies (Part 7, Chapter 1, Sections 1720-1816 can be found at www.dir.ca.gov).

IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE COPIES OF THE LABOR COMPLIANCE PROGRAM PACKAGE TO ALL LISTED SUBCONTRACTORS AND TO ANY SUBSTITUTED SUBCONTRACTORS.

Project Name and Number: _____

Public Agency: _____

Contractor: Name _____

Contractor Address: _____

Contractor Phone: _____ Fax: _____

License Number: _____ Date: _____

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of _____
(Name of Contractor)

Signature/Name/Title of Contractor Authorized Representative

Additional Explanation And Instructions Relating To Required

LCP Forms and Information

Certified payroll or non performance documentation - is required for each week from the beginning of the contractor's /subcontractor's work on the project until completion of that contractor's/subcontractor's work. These documents need to reflect a consistent 7 day work week for the entirety of the project. The certified payroll forms need to be complete, listing the employee's correct name, address, social security number, hours worked per day, total hours worked per week, wages, deductions and check number. It is critical that the employee's craft classification be listed correctly. Just listing "Journeyman" or "Laborer" is not sufficient. Many trades have sub-classifications and it is the contractor's obligation to correctly classify the employees. Employees must be classified and paid based on what type of work they are performing, not merely by title. It is acceptable for an employee to work in more than one trade category per day, but it is the employer's obligation to keep accurate records of the different type of work performed by the employee.

Please be aware non performance statements must be submitted for weeks in which no work is performed. More information about trade classifications and wage rates can be found at www.dir.ca.gov.

Fringe Benefit Statement - In order to complete a payroll audit, we need a copy of the fringe benefit statement listing the fringes being paid to each employee or employees on each trade. You are not required to use the worksheet in the packet, however all the information on that worksheet needs to be included in the documentation we receive. This should show an hourly breakdown of the specific contributions (health, pension, etc.) for each trade and the addresses of the plans being paid into. For contractors who pay medical benefits directly to a medical plan, such as Kaiser or Blue Shield, the monthly payment for each employee must be amortized into an hourly rate. (For example: Joe's health premium is \$300 a month, that rate multiplied by 12 (months) divided by 2080 (hours) yields an hourly rate of \$1.72 per hour). Similar amortization is allowed for vacation and holiday time paid. Training contributions paid to an approved apprenticeship committee needs to be listed as a separate item on this form (i.e. not just training/other together).

Apprenticeship

Submit contract award information- DAS-140

Submit the contract award information in writing to each of the apprenticeship program sponsors in the area of your public works project within 10 days of the prime execution of the contract or subcontract, but in no event later than the first day in which the contractor has workers employed on the public work. This is simply a notification of award, it is not automatically a request for dispatch of a registered apprentice.

If you are not already approved to train apprentices with an approved apprenticeship committee and you are not willing to abide by the terms of and conditions of an apprenticeship program for this project, then (check Box 3) you must send a copy of the DAS-140 form to ALL approved apprenticeship Training Committee for that craft in the County in which the work is being performed.

Request to employ registered apprentices- DAS-142

A contractor on a public works project must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman.

All contractors must request for dispatch of an apprentice from an apprenticeship program (for each

apprenticeable craft or trade) by giving the program actual notice of the request at least 72 hours (business days only) before the date on which apprentices are required. Contractors who do not receive sufficient number of apprentices from their initial request must continue to request apprentices from all other approved apprenticeship committees in the county, if more than one exists, until the proper ratio of apprentices is reached or until all apprenticeship committees (for that trade) have been contacted at least once.

When an apprentice is dispatched, the employer is required to employ the apprentice for at least one full day of work (8 hours) or 20% of the total apprenticeship hours calculated for the project- unless the total number of journeyman hours total under 40 hours for that craft.

Make training fund contributions – CAC 2

Contractors who are awarded public works jobs must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices. This nominal fee contributes to the assurance that new apprentices coming into the craft will be guaranteed the highest level of training and as those skilled craftsmen retire, the trade will survive.

Contractors who contribute to an apprenticeship program are entitled to a full credit in the amount of those contributions for each apprentice working on the project and to not more than the specified training contribution amount for journeyman.. Contractors who do not contribute to an apprenticeship program must submit their contributions to the California Apprenticeship Council, PO Box 511283, Los Angeles, CA 90051-7838.

Training fund contributions to the Council are due and payable on the 15th day of the month for work performed during the preceding month. The contribution should be paid by check and be accompanied by a computer generated training fund contribution form (CAC – 2) or a letter containing the following information:

1. The name, address and telephone number of the contractor making the contribution.
2. The contractor's license number.
3. The name and address of the public agency that awarded the contract.
4. The jobsite location, including the county where the work was performed.
5. The contract or project number.
6. The time period covered by the enclosed contributions.
7. The contribution rate and total hours worked by apprenticeable occupation.
8. The name of the program(s) that provide apprentices if any.
9. The number if apprentice hours worked, by apprenticeable occupations and by program.

Comments, suggestions and questions welcome. Email to daspublicworks@dir.ca.gov or call your local district office.

* * * * *

* DAS-140 and DAS-142 forms are not required when the general contract is less than \$30,000 or when the company performing the work is a sole proprietor and is the only worker employed by that company on the project.

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/das/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

| | |
|---|---|
| NAME OF YOUR COMPANY | CONTRACTOR'S STATE LICENSE NO. |
| MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE | AREA CODE & TELEPHONE NO. |
| NAME & ADDRESS OF PUBLIC WORKS PROJECT | DATE YOUR CONTRACT EXECUTED |
| | DATE OF EXPECTED OR ACTUAL START OF PROJECT |
| NAME & ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT | ESTIMATED NUMBER OF JOURNEYMEN HOURS |
| | OCCUPATION OF APPRENTICE |
| THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S)) | ESTIMATED NUMBER OF APPRENTICE HOURS |
| | APPROXIMATE DATES TO BE EMPLOYED |
| | |

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. We are already approved to train apprentices by the _____
Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee

2. We will comply with the standards of _____
Apprenticeship Committee for the duration of this job only. Enter name of the Committee

3. We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature _____

Date _____

Typed Name _____

Title _____

State of California - Department of Industrial Relations DIVISION
OF APPRENTICESHIP STANDARDS

REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: <http://www.dir.ca.gov/DAS/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyman work, you must request and employ apprentices in no less than 8 hour increments.**

| | |
|--|---------------------------------|
| Date: _____ | Contractor Requesting Dispatch: |
| To Applicable Apprenticeship Committee: Name: _____ | Name: _____ |
| Address: _____ | Address: _____ |
| _____ | _____ |
| Tel. No. _____ Fax No. _____ | License No. _____ |
| _____ | Tel. No. _____ Fax No. _____ |

Project Information:
Contract No. _____

Name of the Project: _____

Address: _____

Dispatch Request Information:

Number of Apprentice(s) Needed: _____ Craft or Trade: _____

Date Apprentice(s) to Report: _____ (72 hrs. notice required) Time to Report: _____

Name of Person to Report to: _____

Address to Report to: _____

*You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via either first class mail, fax or email. **Proof of submission may be required.** Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit <http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm>*

DAS 142 (Revised 12/11)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # CEMENT MASON

DETERMINATION: NC-23-203-1-2014-2

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: June 28, 2015** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

| CLASSIFICATION (JOURNEYPERSON) | Employer Promeris | | | | | Straight-Time | | Overtime Hourly Rate | | |
|--|-------------------------|--------------------------|---------|----------------------------|----------|---|-------------------------|---------------------------------|--------------------------|--|
| | Basic Hourly Rate | Health and Welfare | Pension | Vacation and Holiday | Training | Hours ^d Total Hourly Rate | Daily Rate 1 1/2X | Saturday ^e 1 1/2X | Sunday and Holiday | |
| Cement Mason | \$30.00 | 8.15 | 9.80 | 5.24 ^b | 0.47 | 8 53.66 | 68.660 | 68.660 ^c | 83.66 | |
| Mastic Magnesite Gypsum, Epoxy, Polyester, Resin and all composition masons, swing or slip form scaffolds | \$30.75 | 8.15 | 9.80 | 5.24 ^b | 0.47 | 8 54.41 | 69.785 | 69.785 ^c | 85.16 | |

Indicates an apprenticeship craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Saturdays in the same work week may be worked at straight time if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown (limited to curb and gutter machine, concrete pump, and concrete plant).

^b Includes an amount for supplemental dues.

^c Rate applies to the first 8 hours of work on Saturday. All other hours worked on Saturday are paid at the Sunday/Holiday rate.

^d Where multiple shifts are worked, the day shift shall work eight (8) hours and for such work they shall be paid the regular straight time rate for eight (8) hours; the second (2nd) shift shall work seven and one-half (7 1/2) hours, and for such work they shall be paid the regular straight time rate for eight (8) hours; if a third (3rd) shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight time pay. No multiple shift shall be started for less than five (5) consecutive days.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

SAMPLE⁵³

California Apprenticeship Council - Training Fund Contributions

1. Go to this web link: <https://www.dir.ca.gov/DAS/tf/cac2.asp> and add it to your favorites.
2. Fill out the New Easy Web App with the necessary information.
3. Please use your Contractor's License Number without the alpha digit. This number can also be used to look up your contributions on the website at:
<http://www.dir.ca.gov/CA/trainingfund/Tfsearch.html>
4. Select the County and Occupation, then fill in the hours and rate and when you hit "tab" the amount is calculated for you.
5. Once you are done filling out the form and verified your information, print out your invoice.
6. **VERY IMPORTANT:** Mail **both** the **invoice** and your **check** payable to:
California Apprenticeship Council to:

Remit to: CALIFORNIA APPRENTICESHIP COUNCIL
PO BOX 511283
Los Angeles, CA 90051-7838

CONTRACTOR FRINGE BENEFIT STATEMENT

| | | |
|-------------------------|--------------------|---------------|
| Contract Number / Name: | Contract Location: | Today's Date: |
|-------------------------|--------------------|---------------|

| | |
|----------------------------------|-------------------|
| Contractor / Subcontractor Name: | Business Address: |
|----------------------------------|-------------------|

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees on the various classes of work are tabulated below.

| | | |
|-----------------|-----------------------------------|--|
| Classification: | Effective Date: | Subsistence or Travel Pay: \$ _____ |
| FRINGE BENEFITS | Health & Welfare \$ _____ | PAID TO: Name: _____ Address: _____ |
| | Pension \$ _____ | PAID TO: Name: _____ Address: _____ |
| | Vacation/ Holiday \$ _____ | PAID TO: Name: _____ Address: _____ |
| | Training Other \$ _____ | PAID TO: Name: _____ Address: _____ |

| | | |
|-----------------|-----------------------------------|--|
| Classification: | Effective Date: | Subsistence or Travel Pay: \$ _____ |
| FRINGE BENEFITS | Health & Welfare \$ _____ | PAID TO: Name: _____ Address: _____ |
| | Pension \$ _____ | PAID TO: Name: _____ Address: _____ |
| | Vacation/ Holiday \$ _____ | PAID TO: Name: _____ Address: _____ |
| | Training Other \$ _____ | PAID TO: Name: _____ Address: _____ |

| | | |
|-----------------|-----------------------------------|--|
| Classification: | Effective Date: | Subsistence or Travel Pay: \$ _____ |
| FRINGE BENEFITS | Health & Welfare \$ _____ | PAID TO: Name: _____ Address: _____ |
| | Pension \$ _____ | PAID TO: Name: _____ Address: _____ |
| | Vacation/ Holiday \$ _____ | PAID TO: Name: _____ Address: _____ |
| | Training Other \$ _____ | PAID TO: Name: _____ Address: _____ |

| | |
|---------------------------------------|------------------|
| Submitted: Contractor / Subcontractor | By: Name / Title |
|---------------------------------------|------------------|

Supplemental statements must be submitted during the progress of work should a change in rate of any of the classifications be made.

Title 8 of the California Code and Regulations Section 16429, please be advised that this project falls under Labor Compliance Regulations. The Labor Compliance Program contact information for this project is:

ADAM OJEDA - CITY ENGINEER FOR CITY OF ARVIN
141 PLUMTREE DRIVE, ARVIN, CA 93203
661-606-6060
AOJEDA@ARVIN.ORG

This project is subject to the payment of prevailing wage. The prevailing wage rates for this project fall under determination **XXXXX**. To obtain information regarding the wages due for the project, please go to www.dir.ca.gov.

NOTE: DETERMINATION NUMBER WILL BE FILLED IN AFTER THE BIDS ARE DUE WITH WHATEVER DETERMINATION WAS IN FORCE AT THE TIME OF THE BID.

In accordance with federal and state laws, and with the Public Agency's policy and contract documents, the undersigned contractor herein certifies that they will comply with the foregoing labor law requirements; and fully understands that failure to comply with these requirements will subject them to the penalties cited herein.

The contractor also herein certifies that it has been provided with a copy of the Labor Compliance Program Package for Contractors with includes:

1. Labor Law Requirements Checklist (included herein)
2. The Location of Applicable General Prevailing Wage Rate Determinations
3. Blank Certified Payroll Record form
4. Fringe Benefit Statements
5. State apprenticeship contribution form (CAC2)
6. State apprenticeship requirements and form to register apprentices (DAS-140)
7. Request for apprentices (DAS-142)
8. Copy of the Labor Code relating to Public Works and Public Agencies (Part 7, Chapter 1, Sections 1720-1816 can be found at www.dir.ca.gov).

IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE COPIES OF THE LABOR COMPLIANCE PROGRAM PACKAGE TO ALL LISTED SUBCONTRACTORS AND TO ANY SUBSTITUTED SUBCONTRACTORS.

Project Name and Number: _____

Public Agency: _____

Contractor: Name _____

Contractor Address: _____

Contractor Phone: _____ Fax: _____

License Number: _____ Date: _____

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of _____

(Name of Contractor)

Signature/Name/Title of Contractor Authorized Representative

Appendix B
LABOR COMPLIANCE SITE VISIT INTERVIEW FORM

Job Site-General Contractor- Project

Job Site-General Contractor- Project

Job Site-General Contractor- Project

Contractor/Subcontractor: _____

Time of Interviews: _____ Weather Conditions: _____

Prevailing Wage info Posted LCP information Posted

Craft:

Carpenter Laborer Cement Operator Drywall Electrician Tile Setter Plumber

Glazier Painter Taper Plasterer Roofer Sheet Metal Tile Finisher Pipe Tradesman

Other _____

Trade Level: Journeyman Apprentice

Apprentice Level and Program: _____

Person Interviewed: _____

SS#: _____ Hourly Pay Rate: _____ Benefits: _____

Have you performed overtime, Saturday or Sunday work? _____ Have you worked nights? _____

Total number of workers observed on the visit: _____

Type of work observed: _____

Was the worker believable? Yes No

Observations and other work being performed on site: _____

Comments: _____

Did the superintendent or foreman accompany you on the site? Yes No

Interview Conducted by: _____

Signed: _____ Date: _____

APPENDIX C

| | |
|--|-----------------------|
| [Name and Contact Information for person issuing Notice] | |
| Date: | Case or Contract No.: |

NOTICE OF TEMPORARY WITHHOLDING OF CONTRACT PAYMENTS DUE TO DELINQUENT OR INADEQUATE PAYROLL RECORDS (8 CCR §16435)

| | |
|-----------------------------------|------------------------------|
| Awarding Body: | Work performed in County of: |
| Project Name and Number (if any): | |
| Prime Contractor: | |
| Subcontractor: | |

Pursuant to Labor Code §1771.5(b)(5) and 8 CCR §16435, contract payments are being withheld due to delinquent or inadequate payroll records.

Contractor or subcontractor whose payroll records are delinquent or inadequate:

The following payroll records are delinquent (specify weeks and due dates):

The following payroll records are inadequate (specify weeks and ways in which records are deemed inadequate under 8 CCR §16435(d)):

Estimated amount of contract payments due to contractor or subcontractor that are being withheld pursuant to this Notice:

See page 2 for additional information, including appeal rights.

Labor Compliance Officer

Prime Contractor Obligations: If contract payments are being withheld due to the delinquency or inadequacy of your subcontractor's payroll records, you are required to cease all payments to that subcontractor until the Labor Compliance Program provides notice that the subcontractor has cured the delinquency or deficiency.

Notice of Right to Obtain Review – Expedited Hearing

An affected contractor or subcontractor may request review an expedited hearing to review this Notice of Withholding of Contract Payments under Labor Code §1742. *The only issue in any such review proceeding is whether the specified payroll records are in fact delinquent or inadequate within the meaning of 8 CCR §16435 or whether the Labor Compliance Program has exceeded its authority under 8 CCR §16435.* **To obtain an expedited hearing, a written request must be transmitted to the both the Labor Compliance Program and to the Lead Hearing Officer for the Director of the Department of Industrial Relations, as follows:**

City of Arvin
ATTN: Labor Compliance Official
200 Campus Drive
Arvin, CA 93203

Office of the Director – Legal Unit
Attention: Lead Hearing Officer
Expedited Hearing Request
Fax to: (415) 703-4277

The request for expedited hearing should specify the basis for challenging this Notice and include a copy of this Notice as an attachment. The request should also identify and provide contact information for the person who will represent the contractor or subcontractor at the hearing.

Important Additional Information: This is a Notice of Temporary Withholding of Contract Payments for Delinquent or Inadequate Payroll Records *only*. This is *not* a determination of liability for wages or penalties under Labor Code §§1775 and 1776 or any other statute. *Contract payments cannot continue to be withheld pursuant to this notice, once the required records have been produced.* However, the contractor and subcontractor may still be subject to the assessment of back wages and penalties and the withholding of contract payments if, upon investigation, a determination is made that the contractor or subcontractor violated the public works requirements of the Labor Code.

This Notice only addresses rights and responsibilities under state law. Awarding bodies, labor compliance programs, and contractors may have other rights or responsibilities under federal or local law, where applicable, and may also have additional rights or remedies under the public works contract.

§16435. Withholding Contract Payments When Payroll Records are Delinquent or Inadequate.

- (a) "Withhold" means to cease payments by the Awarding Body, or others who pay on its behalf, or agents, to the general contractor. Where the violation is by a subcontractor, the general contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729.
- (b) "Contracts." Except as otherwise provided by agreement, only contracts under a single master contract, including a Design-Build contract, or contracts entered into as stages of a single project, may be the subject of withholding.
- (c) "Delinquent payroll records" means those not submitted on the date set in the contract.
- (d) "Inadequate payroll records" are any one of the following:
- (1) A record lacking any of the information required by Labor Code Section 1776;
 - (2) A record which contains all of the required information but is not certified, or is certified by someone who is not an agent of the contractor or subcontractor;
 - (3) A record remaining uncorrected for one payroll period after the Labor Compliance Program has given the contractor or subcontractor notice of inaccuracies detected by audit or record review. However, prompt correction will stop any duty to withhold if such inaccuracies do not amount to one (1) percent of the entire Certified Weekly Payroll in dollar value and do not affect more than half the persons listed as workers employed on that Certified Weekly Payroll, as defined in Labor Code Section 1776 and section 16401 of Title 8 of the California Code of Regulations.
- (e) The withholding of contract payments when payroll records are delinquent or inadequate is required by Labor Code Section 1771.5(b)(5), and it does not require the prior approval of the Labor Commissioner. The Awarding Body shall only withhold those payments due or estimated to be due to the contractor or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Compliance Program has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the contractor or subcontractor whose payroll records are delinquent or inadequate, *provided that* a contractor shall be required in turn to cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the Labor Compliance Program provides notice that the subcontractor has cured the delinquency or deficiency.
- (f) When contract payments are withheld under this section, the Labor Compliance Program shall provide the contractor and subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies the amount being withheld; and (3) informs the contractor or subcontractor of the right to request an expedited hearing to review the withholding of contract payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Compliance Program has exceeded its authority under this section.
- (g) No contract payments shall be withheld solely on the basis of delinquent or inadequate payroll records after the required records have been produced.
- (h) In addition to withholding contract payments based on delinquent or inadequate payroll records, penalties shall be assessed under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records. The assessment of penalties under Labor Code Section 1776(g) does require the prior approval of the Labor Commissioner under section 16436 of these regulations.

Labor Compliance Program Regulations – APPENDIX D

REQUEST FOR APPROVAL OF FORFEITURE -- Suggested format

1. AWARDING BODY / THIRD PARTY LCP:

| | |
|---|--|
| Name and Contact Information: | Date of Request: |
| Name and Contact Information for Awarding Body if different from LCP: | LCP Approval Status (specify if either interim or temporary or if LCP has extended authority): |

2. PROJECT INFORMATION:

| | |
|--|--|
| Project Name: | Contract Number: |
| Project Location: | |
| Bid Advertisement Dates: | Estimated Date Project is to be completed: |
| Acceptance Date of Project by the Awarding Body: | Notice of Completion/Date Recorded with County Recorder: |
| Other Relevant Deadline (specify): | Amount being held in Retention: |

3. CONTRACTOR INFORMATION:

| | |
|---|---|
| Name and address of Affected Contractor: | Name and address of Affected Subcontractor: |
| General Description of Scope of Work of the Entire Project: | |
| General Description of Scope of Work covered in the proposed Forfeiture (describe and attach relevant portions of contract or subcontract): | |

4. **LABOR COMPLIANCE PROGRAM INVESTIGATION AND FINDINGS:**

| | | | |
|---|------------------------|------------------------|--|
| Total Amount of Request for Notice of Withholding of Contract Payments: | | | |
| Wages Due: | Training Funds Due: | Total Penalties Due: | Potential Liquidated Damages [Wages + Training Funds]: |
| LC 1775 Penalties Due: | LC 1813 Penalties Due: | LC 1776 Penalties Due: | Other: |

[Provide narrative summaries covering the following]:

- A. *Statement of Issues.*
- B. *Investigative Report (detailed narrative including but not limited to how the investigation was conducted including worker declarations, reviewing certified payroll records, verification of employer payment contributions, etc.).*
- C. *Audit Report (detailed explanation of how audit was completed addressing each of the issues above).*
- D. *Affected contractor and subcontractor information (how affected contractor and subcontractor were informed of potential violations; summary of their response with respect to violations and penalty issues; and any other information considered in determining recommended penalties).*
- E. *Recommended penalties under Labor Code Section 1775(a) and basis for recommendation, including how factors in subsection (a)(2) of Section 1775 were applied to arrive at the recommended amount(s).*

ATTACHMENTS

- 1. Audit Summary (Appendix B)
- 2. 1st Bid Advertisement Publication
- 3. Notice of Completion
- 4. Scope of Work
- 5. Complaint form(s) and Declarations, if any

Send the Request and all Attachments to:

Division of Labor Standards Enforcement
 Bureau of Field Enforcement
 Attn.: Regional Manager
 300 Oceangate Blvd., No. 850
 Long Beach, CA 90802

COPIES OF THIS REQUEST, INCLUDING ALL ATTACHMENTS, SHALL BE SERVED ON THE AFFECTED CONTRACTOR AND AFFECTED SUBCONTRACTOR AT THE SAME TIME THAT IT IS SENT TO THE DIVISION OF LABOR STANDARDS ENFORCEMENT.

Appendix E

| | |
|--|-------|
| Labor compliance official contact information or information for LC consultant | |
| | Date: |

Notice of Withholding of Contract Payments

| | |
|--------------------|-----------------------------|
| Awarding Body : | Work Performed in County of |
| Project Name | Project No. |
| Prime Contractor : | |
| subcontractor | |

After an investigation concerning the payment of wages to workers employed in the execution of the contract for the above-named public works project, the Labor Compliance Program for XXXXXXX has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor identified above. In accordance with Labor Code sections 1771.5 and 1771.6, the Labor Compliance Program hereby issues this Notice of Withholding of Contract Payments.

The nature of the violations of the Labor Code and the basis for the assessment are as follows:

- _____ Failure to pay correct prevailing wage rate Section 1775
- _____ Failure to pay correct overtime Section 1813
- _____ Failure to submit certified payrolls and other requested documents within timeframe set forth by statute Section 1776

Explanation:

- The Labor Compliance Program has determined that the total amount of wages due is: \$0.00
- The Labor Compliance Program has determined that the total amount of penalties assessed under Labor Code sections 1775 and 1813 is: \$
- The Labor Compliance Program has determined that the amount of penalties assessed under Labor Code section 1776 is: \$ -0-
- The Labor Compliance Program has determined that the amount of penalties assessed under Labor Code section 1777.5 is: \$ -0-

LABOR COMPLIANCE PROGRAM

By: _____
Analyst

Notice of Right to Obtain Review - Formal Hearing

In accordance with Labor Code sections 1742 and 1771.6, an affected contractor or subcontractor may obtain review of this Notice of Withholding of Contract Payments by transmitting a written request to the office of the Labor Compliance Program that appears below within 60 days after service of the notice. **To obtain a hearing, a written Request for Review must be transmitted to the following address:**

City of Arvin
ATTN: Labor Compliance Official
200 Campus Drive
Arvin, CA 93203

A **Request for Review** either shall clearly identify the Notice of Withholding of Contract Payments from which review is sought, including the date of the notice, or it shall include a copy of the notice as an attachment, and shall also set forth the basis upon which the notice is being contested. In accordance with Labor Code section 1742, the contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Compliance Program at the hearing within 20 days of the Labor Compliance Program's receipt of the written **Request for Review**.

Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1743.

In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

Opportunity for Settlement Meeting

In accordance with Labor Code Section 1742.1 (b), the Labor Compliance Program shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Notice of Withholding of Contract Payments, afford the contractor or subcontractor the opportunity to meet with the Labor Compliance Program's designee **to attempt to settle a dispute regarding the notice**. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking a hearing as set forth above under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. No writing prepared for the purpose of, in the course of, or pursuant to, the settlement meeting, other than a final settlement agreement, is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is **in addition** to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written **Request for Review** has already been made. Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

A written request to meet with the Labor Compliance Program's designee to attempt to settle a dispute regarding this notice must be transmitted to:

City of Arvin
ATTN: Labor Compliance Official
200 Campus Drive
Arvin, CA 93203

Liquidated Damages

In accordance with Labor Code section 1742.1, after 60 days following the service of this Notice of Withholding of Contract Payments, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the notice shall be liable for liquidated damages in an amount equal to the wages, or portion thereof that still remain unpaid. If the notice subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid. If the contractor or subcontractor demonstrates to the satisfaction of the Director of the Department of Industrial Relations that he or she had substantial grounds for believing the assessment or notice to be an error, the Director shall waive payment of the liquidated damages.

The Amount of Liquidated Damages Available Under this Notice is \$ -0-

Distribution:

General Contractor - certified and regular mail

Subcontractor - certified and regular mail

Public Agency - regular mail only

Appendix F

| | |
|--|-----------------------------|
| Labor compliance official contact information or information for LC consultant | (SEAL) |
| Date: | In Reply Refer to Case No.: |

Notice of Transmittal

Public Entity
Address

Project Identification:

General Contractor:
Subcontractor:

To: Department of Industrial Relations
Office of the Director-Legal Unit
Attention: Lead Hearing Officer
P. O. Box 420603
San Francisco, CA 94142-0603

Enclosed herewith please find a Request for Review, dated and received by this office on or about
Also enclosed please find the following:

- _____ Copy of Notice of Withholding of Contract Payments
- _____ Copy of Audit Summary

LABOR COMPLIANCE PROGRAM

By: _____

cc: *General Contractor:*
Subcontractor:

STATE OF CALIFORNIA – DEPARTMENT OF INDUSTRIAL RELATIONS

TO: California Department of Industrial Relations
 Division of Apprenticeship Standards
 P.O. Box 420603
 San Francisco, CA 94142

AWARDING AGENCY ID NUMBER

[Empty box for Awarding Agency ID Number]

If you do not have an ID number please contact DAS

FROM:

EXTRACT OF
 PUBLIC WORKS CONTRACT AWARD

A CONTRACT TO PERFORM PUBLIC WORKS UNDER LABOR CODE SECTION 1777.5 HAS BEEN AWARDED TO:

| | | | | | |
|---|--|---|---|---|---------------------|
| 1. NAME OF GENERAL CONTRACTOR | | | 2. CONTRACTOR'S LICENSE NO | | |
| 3. MAILING ADDRESS (STREET NUMBER OR P.O. BOX) | | | 4. CITY | | |
| | | | 5. ZIP CODE | | 6. TELEPHONE NUMBER |
| 7. GENERAL CONTRACTOR'S CONTACT EMAIL ADDRESS | | | 8. ADDRESS/LOCATION OF PUBLIC WORKS SITE (INCLUDE CITY AND COUNTY): | | |
| 9. NAME OF PROJECT | | | 9a. County | | |
| 10. CONTRACT NUMBER | | 11. PROJECT NUMBER | | 12. DOLLAR AMOUNT OF CONTRACT AWARD | |
| 13. FIRST ADVERTISED BID DATE MONTH DAY YEAR | | 14. CONTRACT AWARD DATE MONTH DAY YEAR | | 12a. ESTIMATED TOTAL PROJECT COSTS, IF DIFFERENT FROM ITEM 12 (see instructions). | |
| 16. STATE CONSTRUCTION BONDS If YES, List the Sources and Dollar Amount of Bonds: SOURCES | | | 15. WHICH STATUTE IF ANY APPLIES TO THIS PROJECT? YES NO 17. WILL YOU OPERATE A DIR-APPROVED LABOR COMPLIANCE PROGRAM (LCP) FOR THIS PROJECT? YES NO 18. IS THERE A PROJECT LABOR AGREEMENT (PLA) ASSOCIATED WITH THIS PROJECT? If yes, please email a copy to cmupla@dir.ca.gov YES NO | | |
| 19. STARTING DATE (ESTIMATED OR ACTUAL) (MM/DD/YYYY) | | | 20. COMPLETION DATE (ESTIMATED OR ACTUAL) (MM/DD/YYYY) | | |
| 21. BRIEF DESCRIPTION OF WORK TO BE PERFORMED | | | 22. NEW CONSTRUCTION REMODELING ALTERATION, DEMOLITION, REPAIR OR MAINTENANCE | | |
| 23. CLASSIFICATION OR TYPE OF WORKER (CARPENTER, PLUMBER, ETC.) THAT WILL BE EMPLOYED BY THE CONTRACTOR(S) Please list Sub-contractors and their worker classifications on page 2. | | | | | |
| 24. Is language included in the Contract Award to effectuate the requirements of sections 1771, 1774, 1775, 1778, 1779.5, 1813, and 1815 of the Labor Code? | | | YES NO | | |
| 25. SIGNATURE | | 26. TITLE | | 27. DATE | |
| 28. PRINTED OR TYPED NAME | | 29. E-MAIL ADDRESS | | 30. TELEPHONE NUMBERS | |
| If different from above, name, title, and contact information of person responsible for carrying out Awarding Body's LCP or CMU responsibilities | | | | | |
| 31. NAME | | 32. TITLE | | 33. E-MAIL ADDRESS | |
| | | | | 34. TELEPHONE NUMBER | |

Duplication of this form is permissible

EXTRACT OF PUBLIC WORKS CONTRACT AWARD (Continued)

Listing of Sub Contractors

| Con. Lic. # | Contractor | Classification of workers |
|-------------|------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Provided for Reference Only.
Please use the Web Application
to submit your Contract Award information
<https://www.dir.ca.gov/PWC100>

Appendix G

| | |
|---|-----------------------------|
| LABOR COMPLIANCE PROGRAM <hr/> Review Office - Notice of Withholding of Contract Payments Name and Address of Public Agency | (SEAL) |
| Date: | In Reply Refer to Case No.: |

Notice of Opportunity to Review Evidence Pursuant to Labor Code Section 1742(b)

To: Prime Contractor

Subcontractor

Please be advised that this office has received your **Request for Review**, dated _____, and pertaining to the Notice of Withholding of Contract Payments issued by the Labor Compliance Program in Case No. _____.

In accordance with Labor Code section 1742(b), this notice provides you with an opportunity to review evidence to be utilized by the Labor Compliance Program at the hearing on the Request for Review, and the procedures for reviewing such evidence.

Rule 17224 of the Prevailing Wage Hearing Regulations provides as follows:

(a) Within ten (10) days following its receipt of a Request for Review, the Enforcing Agency shall also notify the affected contractor or subcontractor of its opportunity and the procedures for reviewing evidence to be utilized by the Enforcing Agency at the hearing of the Request for Review.

(b) An Enforcing Agency shall be deemed to have provided the opportunity to review evidence required by this Rule if it (1) gives the affected contractor or subcontractor the option at said party's own expense to either (i) obtain copies of all such evidence through a commercial copying service or (ii) inspect and copy such evidence at the office of the Enforcing Agency during normal business hours; or if (2) the Enforcing Agency at its own expense forwards copies of all

Appendix G

such evidence to the affected contractor or subcontractor.

(c) The evidence required to be provided under this Rule shall include the identity of witnesses whose testimony the Enforcing Agency intends to present, either in person at the hearing or by declaration or affidavit. This provision shall not be construed as requiring the Enforcing Agency to prepare or provide any separate listing of witnesses whose identities are disclosed within the written materials made available under subpart (a).

(d) The Enforcing Agency shall make evidence available for review as specified in subparts (a) through (c) within 20 days of its receipt of the Request for Review; *provided that*, this deadline may be extended by written request or agreement of the affected contractor or subcontractor. The Enforcing Agency's failure to make evidence available for review as required by Labor Code section 1742(b) and this Rule, shall preclude the enforcing agency from introducing such evidence in proceedings before the Hearing officer or the Director.

(e) This Rule shall not preclude the Enforcing Agency from relying upon or presenting any evidence first obtained after the initial disclosure of evidence under subparts (a) through (d), *provided that*, such evidence is promptly disclosed to the affected contractor or subcontractor. This Rule also shall not preclude the Enforcing Agency from presenting previously undisclosed evidence to rebut new or collateral claims raised by another party in the proceeding.

In accordance with the above Rule, please be advised that the Labor Compliance Program's procedure for you to exercise your opportunity to review evidence is as follows:

Within five calendar days of the date of this notice, please transmit the attached Request to Review Evidence to the following address:

Name and Address phone and fax of public entity

Appendix G

Request to Review Evidence

To: _____

From: _____

Regarding Notice of Withholding of Contract Payments Dated _____

Our Case No.: _____

The undersigned hereby requests an opportunity to review evidence to be utilized by the Labor Compliance Program at the hearing on the Request for Review.

Phone No.: _____

Fax No.: _____

Appendix H
Suggested Single Project Labor Compliance Review and Enforcement Report Form
[Appendix C following 8 CCR §16434]

Awarding Body: _____

Project Name: _____

Name of Approved Labor Compliance Program: _____

Bid Advertisement Date: _____

Acceptance Date: _____

Notice of Completion Recordation Date: _____

Summary of Labor Compliance Activities

1. Contract Documents Containing Prevailing Wage Requirements (Identify)

2. Prejob Conference(s) -- Attach list(s) of attendees and dates

3. Notification to Project Workers of Labor Compliance Program's Contact Person. (Explain Manner of Notification for each project work site.)

4. Certified Payroll Record Review

- a. CPRs Received From:

Contractor/Subcontractor

For weeks ending ("w/e") through w/e

b. Classifications identified in CPRs and applicable Prevailing Wage Determinations

| <u>Classification</u> | <u>Determination No.</u> |
|-----------------------|--------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

5. Further investigation or audit due to CPR review, information or complaint from worker or other interested person, or other reason:

a. Independent Confirmation of CPR Data

| <u>Contractor/Subcontractor</u> | <u>Worker Interviews (Yes/No)</u> | <u>Reconciled CPRs with Paychecks or Stubs (Yes/No)</u> |
|---------------------------------|-----------------------------------|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

b. Employer Payments (Health & Welfare, Pension, Vacation/Holiday) Confirmation

| <u>Contractor/Subcontractor</u> | <u>Recipients of Employer Payments</u> | <u>Written confirmation Obtained (Yes/No)</u> |
|---------------------------------|--|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

c. Contributions to California Apprenticeship Council or Other Approved Apprenticeship Program

| <u>Contractor/Subcontractor</u> | <u>Recipients of Contributions</u> | <u>Written confirmation Obtained (Yes/No)</u> |
|---------------------------------|------------------------------------|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

d. Additional Wage Payments or Training Fund Contributions Resulting from Review of CPRs

| <u>Contractor/Subcontractor</u> | <u>Additional amounts Paid to Workers</u> | <u>Additional Training Fund</u> | <u>Explanation</u> |
|---------------------------------|---|---------------------------------|--------------------|
| _____ | _____ | _____ | * |
| _____ | _____ | _____ | * |
| _____ | _____ | _____ | * |
| _____ | _____ | _____ | * |

* Use separate page(s) for explanation

6. Complaints Received Alleging Noncompliance with Prevailing Wage Requirements.

| <u>Name of Complainant</u> | <u>Date Received</u> | <u>Resolution or Current Status</u> |
|----------------------------|----------------------|-------------------------------------|
| _____ | _____ | * |
| _____ | _____ | * |
| _____ | _____ | * |
| _____ | _____ | * |

*Use separate page(s) to explain resolution or current status

7. Requests for Approval of Forfeiture to Labor Commissioner

| <u>Contractor/Subcontractor</u> | <u>Date of Request</u> | <u>Approved/Modified/Denied</u> |
|---------------------------------|------------------------|---------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

8. Litigation Pending Under Labor Code Section 1742

| <u>Contractor/Subcontractor</u> | <u>DIR Case Number</u> |
|---------------------------------|------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

9. (Check one): _____ Final report this project _____ Annual report this project

Authorized Representative for Labor Compliance Program

Appendix I

Labor Compliance Program Regulations – Appendix B

Audit Record Worksheets [8 Cal. Code Reg. §16432]

- Public Works Investigation Worksheet
- Public Works Audit Worksheet
- Prevailing Wage Determination Summary

PREVAILING WAGE DETERMINATION SUMMARY

| CODE NO. | CLASSIFICATION | EFFECTIVE DATE | HOURLY RATE | CONTRIBUTIONS | TRAINING | TIME 1/2 | HOLIDAY / TRAVEL & SUBSISTENCE | OTHER HOURLY REQUIREMENTS |
|----------|----------------|----------------|-------------|---------------|----------|----------|--------------------------------|---------------------------|
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| 6 | | | | | | | | |
| 7 | | | | | | | | |
| B | | | | | | | | |
| 9 | | | | | | | | |
| 10 | | | | | | | | |
| 11 | | | | | | | | |
| 12 | | | | | | | | |

WAGE DETERMINATION INFORMATION

| CODE NO. | CLASSIFICATION | WAGE DETERMINATION NO. |
|----------|----------------|------------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |



California
Department of
Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page _____ of _____

NAME OF CONTRACTOR: _____ ADDRESS: _____
 OR SUBCONTRACTOR: _____
 PAYROLL NO.: _____ CONTRACTOR'S LICENSE NO.: _____
 SPECIALTY COURSE NO.: _____

PER WEEK ENDING: _____ PROJECT AND LOCATION: _____
 WORKER'S COMPENSATION POLICY NO.: _____

| (1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE | (2) EMPLOYEE ID NUMBER | (3) WORK CLASSIFICATION | (4) DATE | | | | | | | (5) TOTAL HOURS | (6) HOURLY RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS CONTRIBUTIONS AND PAYMENTS | | | | | | | | | | (9) NET WAGE PAID FOR WEEK | CHECK NO. | | | | |
|---|------------------------------|-------------------------------|-------------|---|---|----|---|---|---|-----------------------|---------------------------------|-------------------------------|--|---------------------|--------------|-----|-------------------|---------------|---------|----------|-------------------|----------------|-------------------------------------|--------------|-------------------|---------|-------|-------------------------|
| | | | M | T | W | TH | F | S | S | | | | FED TAX | FICA (SOC. SEC.) | STATE TAX | SDI | VACAT HOLIDAYS | HEALTH AID | PENSION | TRAINING | FRINGE BENEFIT | STATE DISC. | | | TRAVEL EXPENSE | SAVINGS | OTHER | TOTAL DEDUC. THRU |
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NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11 inches)

I, _____, the undersigned, am the
(Name -- print)

_____ with the authority to act for and on behalf of
(Position in business)

_____, certify under penalty of perjury
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of _____
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)
of the actual disbursements by way of cash, check, or whatever form to the individual or
individuals named.

Date: _____

Signature: _____

A public entity may require a stricter and/or more extensive form of certification.

LCP-ARI

LABOR COMPLIANCE PROGRAM ANNUAL REPORT

Format for Awarding Body that enforces its own Labor Compliance Program for some but not all projects

Report for the reporting period _____ (month/year) to _____ (month/year)

1. Name of Labor Compliance Program (LCP):

2. LCP ID Number (assigned by DIR):

3. Date of Initial Approval:

4. Contact person (include name, title, address, telephone, fax, and e-mail, if available):

5. Did LCP perform any LC § 1771.5 enforcement activities during the 12 months in the reporting period?

Please check one: Yes

If Yes, proceed to item 6 on the next page

No

If No, complete the information below, sign the form and submit to DIR, Office of the Director, Attn: LCP Special Assistant,

455 Golden Gate Avenue, 10th Floor, San Francisco CA 94102

What suggestions do you have for the Department of Industrial Relations to better assist you with your program in the coming year? (attach additional sheets if necessary)

SUBMITTED BY:

Signature _____

Name and Title _____

Date _____

ICPARI

C. For any amount identified in item B for which approval of forfeiture act requested from the Labor Commissioner, please explain below.

| Project Name | Amount Assessed | Amount Recovered | Explanation |
|--------------|-----------------|------------------|-------------|
| | | | |
| | | | |
| | | | |
| | | | |
| Total | | | |

D. For any amount identified in item B for which approval of forfeiture was requested from the Labor Commissioner, please provide the following:

| Project Name | Amount Assessed | | | | Amount Recovered | | | | |
|--------------|-----------------|-----------|-----------|-------|------------------|-----------|-----------|-------|-------|
| | LC §1776(g) | LC § 1775 | LC § 1813 | Wages | LC § 1776(g) | LC § 1775 | LC § 1813 | Wages | Total |
| | | | | | | | | | |
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| | | | | | | | | | |
| Total | | | | | | | | | |

E. Identify cases that are or were the subject of LC § 1742 proceedings.

| Project Name | Contractor | Nature of Violation | ODL Case # | Current Status |
|--------------|------------|---------------------|------------|----------------|
| | | | | |
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| | | | | |

F. Did you refer any contractor to the Labor Commissioner for debarment per LC § 1777.1? Yes No

Please check one:

If yes, identify affected contractor(s) or subcontractor(s) and date(s) of referral: _____

G. Did you refer any apprenticeship violation to the Division of Apprenticeship Standards (DAS)?

Please check one: Yes No

If yes, identify affected contractor(s) or subcontractor(s) and date(s) of referral: _____

SECTION 01 11 05

ENGINEER'S STATUS DURING CONSTRUCTION

PART 1 GENERAL

1.1 OWNER'S REPRESENTATIVE

- A. The City Engineer or Construction Management Consultant ("Consultant") will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the Owner's representatives during construction are set forth in these Specifications and will not be changed without written consent of Owner and City Engineer.

1.2 VISITS TO SITE

- A. The City Engineer or Consultant will make visits to the Site at intervals appropriate to the various stages of construction as City Engineer or Consultant deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, City Engineer or Consultant, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. City Engineer or Consultant will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. City Engineer or Consultant efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, City Engineer or Consultant will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. The City Engineer or Consultant visits and observations are subject to all the limitations on City Engineer or Consultant authority and responsibility set forth in Section 1.5, below. Particularly, but without limitation, during or as a result of City Engineer or Consultant visits or observations of the Contractor's Work, the City Engineer or Consultant will not supervise, direct, control, or have authority over or be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with Laws and Regulations applicable to the performance of the Work.
- C. Review of the Work by the City Engineer or Consultant shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.
- D. No oral or telephonic agreement or conversation with any officer, agent or employee of the Owner, City Engineer, or Consultant, or with the City Engineer or Consultant, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the Contract Documents.

- E. The Contractor shall pay the Owner for all overtime review in accordance with existing resolutions or fee schedules of the Owner, unless the charges for such inspection have been specifically waived in the Contract Documents. Overtime charges will be made for all reviews on Saturdays, Sundays and State holidays, and hours worked by the reviewer other than those of the normal working day.

1.3 *AUTHORIZED VARIATIONS IN WORK*

- A. The City Engineer or Consultant may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If the Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided within the Contract Documents.

1.4 *REJECTING DEFECTIVE WORK*

- A. The City Engineer or Consultant will have authority to reject Work which the City Engineer or Consultant believes to be defective, or that the City Engineer or Consultant believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The City Engineer or Consultant will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. Neither this authority nor the City Engineer or Consultant's good faith judgment to reject or not reject any work shall subject the City Engineer to any liability or cause of action by the Contractor, subcontractors, or any other suppliers or persons performing work on the Contract.

1.5 *LIMITATIONS ON ENGINEER'S AUTHORITY AND RESPONSIBILITIES*

- A. The City Engineer or Consultant will not supervise, direct, control, or have authority over or be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. The City Engineer or Consultant will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.
- B. The City Engineer or Consultant will not be responsible for the acts or omissions of the Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- C. City Engineer or Consultant review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered will only be to determine generally

City of Arvin
Urban Greening Pathways Project
that

their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

- D. The limitations upon authority and responsibility shall also apply to the Consultant, also known as the Resident Project Representative, if any, and assistants, if any.

PART 3 PRODUCTS (NOT USED)

PART 4 EXECUTION (NOT USED)

PART 4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01 11 10
COORDINATION OF WORK

PART 1 GENERAL

1.1 RESPONSIBILITY FOR PERFORMANCE BY OTHERS

- A. If any part of the Work depends for proper execution or results upon the work of others, the Contractor shall inspect and promptly report to the City Engineer or Consultant any apparent discrepancies or defects in such work of others that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the work of others as fit and proper except as to defects which may develop in the work of others after execution of the Work by the Contractor.

1.2 WORK INVOLVED WITH EXISTING IMPROVEMENTS AND STRUCTURES

- A. Existing materials removed not designated to be salvaged for the Owner in the execution of the Work shall become the property of the Contractor and shall be removed from, and disposed of, off the site by the Contractor in an acceptable and lawful manner.

1.3 COORDINATION OF WORK

- A. The Contractor shall maintain overall coordination and scheduling for the execution of the Work. Based on the Construction Schedule prepared in accordance with these Specifications, the Contractor shall obtain from each of its subcontractors a similar schedule and shall be responsible for all parties maintaining these schedules and for coordinating required modifications.
- B. The Contractor shall coordinate the adjustments of existing Arvin Community Services District structures within the project limits.
- C. The Contractor shall coordinate with other utility companies, as necessary to complete the work.

1.4 COORDINATION OF WORK WITH RESIDENTS AND BUSINESSES

- A. It shall be the responsibility of the Contractor to maintain overall coordination of the work with the residents and businesses adjacent to the project location. The Contractor shall not be permitted to adversely impact the ability of any business to conduct business or hinder residents from accessing their property. No impact on drive approach access or existing parking for each shall be permitted without adequate notification to each business or resident and without approval by the City Engineer.

1.5 SINGLE POINT OF CONTACT – PROJECT MANAGER

- A. The Contractor shall designate a “Project Manager” who shall become the single point of contact for the City for all construction coordination items including schedule updates, requesting inspections, requesting staking, dissemination of RFIs, submittals, and change order requests, payment requests, certified payroll, reports, concerns, and all other construction related items, as necessary. Such communications must either be via a telephone call to the City Engineer or Construction Manager or via email from the Project Manager’s email address. Emails from other email addresses, especially generic addresses, within the Contractor organization are subject to being ignored (example: assistant@contractor.com) without the Contractor being eligible for change order claims that result.
- B. The Construction Superintendent may be designated as the “Project Manager”.
- C. The Project Manager must be available 24 hours per day, 7 days a week, and must be able to be present at the jobsite any time requested by the City Engineer or Construction Manager at no additional cost to the City.
- D. The Project Manager must provide no less than five (5) working days notice of any planned time off or time away from the project, unless such absence is on an emergency basis. In either case, an alternate point of contact must be identified to act as the Project Manager during such an absence.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

PART 4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01 20 00

MEASUREMENT & PAYMENT

PART 1 GENERAL

1.1 NORMAL BILLING PERIOD

- A. Unless otherwise agreed to with the City prior to receiving a Notice to Proceed, the contractor and subcontractors shall be eligible for payments from the City at the end of each month for work actually performed during the preceding month.
- B. Exceptions may be requested by the contractor to the City Engineer, but such exceptions are not guaranteed. For instance, the Contractor may request to provide an invoice for multiple months such as a final pay application should a small amount of work occur in the final month of the project.

1.2 APPLICATION FOR PAYMENT

- A. The Contractor shall be responsible for providing an application for payment to the City as soon after the close of the month or period of time being billed for as possible.
- B. The Contractor shall provide the application in the form of AIA forms which are attached for reference, or another approved form presented by the Contractor. The Contractor shall receive the electronic spreadsheet from the Engineer prior to the first progress payment, and shall maintain the spreadsheet through the life of the project.
- C. The Contractor shall provide the AIA forms, conditional waiver release forms, certified payroll reports, example pictures of the work being invoiced (10 picture minimum printed on 8.5x11 paper – 4 pictures per page), updated schedule, and any additional items, if required by granting agencies, if any.
- D. The Contractor must allow up to 7 calendar days for the Engineer to review each application and revision. The Engineer may provide questions and comments to the contractor to address prior to finalization of an application for payment.
- E. Upon making corrections as requested by the Engineer, if any, the Contractor shall submit a final application for payment that has been signed by the Project Manager.
- F. The Engineer will then obtain approval of the City Manager. The application for payment shall not be considered to be “executed” until signed by the City Manager. After such time, the City shall reserve the right to remit payment to the Contractor after 30 days (Net 30) from the date of City Manager signature.

1.3 MEASUREMENT

- A. Unless otherwise specified in the Contract Documents, quantities of work shall be determined from measurements or dimensions in a horizontal plane. All

measurements shall be made in accordance with United States Standard Measures and shall be measured on the basis of "in-place" quantities.

- B. After the work has been completed, the City Engineer or an authorized field representative will make field measurements of unit price items in order to determine the quantities of the various items as a basis for payment. On all unit price items, the contractor will be paid for the actual amount of the work performed in accordance with the contract documents, as computed from field measurements.
- C. Work or quantities not listed in the description of bid items are considered incidental to other construction and will not be measured. Compensation for such incidental work is considered to be included in the various items of work and no additional compensation shall be made thereof.

1.4 CHANGE ORDERS

- A. The Contractor is advised that proceeding with extra (change order) work items prior to the execution of a change order by the City Engineer and or City Manager shall be done at their own risk, and does not entitle the Contractor to additional compensation. If present on the project, a Construction Management Consultant shall not have the authority to authorize change order work. Should the contractor elect to commence extra work items without an approved change order, it shall be obligated to complete said extra work items to the satisfaction of the City Engineer, should it be determined that the City will not approve a change order for the work prior to the work being completed.
- B. The Contractor must provide extra work pricing and schedule information to the City Engineer within five (5) calendar days after the necessity of such work becomes known. The City Engineer and the Contractor may negotiate change order items, as needed, and the City Engineer shall have the authority to direct the Contractor to proceed with such items once pricing and schedule implications are known and agreed to in writing.
- C. After final pricing and schedule impacts are provided to the City Engineer or Consultant, the Engineer or Consultant shall provide the Contractor with a change order form which summarizes the changes to be made to the contract, and the Contractor shall sign and return it as soon as practically possible. The City Engineer will then have the form signed by the City Manager. A change order shall not be considered to be "executed" until such time as the City Manager has signed said change order.
- D. Change orders of a certain amount of money or additional time may require approval by the City Council, and those thresholds shall be governed by the Agreement between the City and Contractor. In the event that Council action is necessary, it shall be the Contractor's responsibility for understanding the additional time that it could take to obtain said approval and shall be responsible for adjusting the time and price implications accordingly. The Contractor shall not be eligible for additional compensation or time after having to await council approval for any extra work items.
- E. Increases or decreases in quantities shall be governed by the General Conditions or as directed by the City Engineer.

- F. No change order work shall be invoiced for until a change order is executed, even if said work has been completed or is in progress.

1.5 FINAL PAY QUANTITIES

- A. Final pay quantities shall be in accordance with the General Conditions except as modified below.
- B. Final pay quantities will be designated only in the Bid Schedule and in Section 01 22 00 – Explanation of Bid Items, and are not shown on the Plans.
- C. When an item of work is designated as a Final Pay Quantity on the Bid Schedule and/or in the Explanation of Bid Items, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the City Engineer or Consultant, or the item or any portion of the item is eliminated.

If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated.

If a portion of a final pay item is eliminated, the final pay quantity will be revised in proportion to the bid quantity represented by the eliminated portion of the item of work.

- D. The estimated quantity for each item of work designated as a Final Pay Quantity on the Bid Schedule and/or in the Explanation of Bid Items shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.
- E. In case of discrepancy between the quantity shown on the Bid Schedule for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown on the Bid Schedule.

1.6 PARTIAL PAYMENT

- A. Attention is directed to Section 9-1.06 of the State Standard Specifications which, except as modified herein, shall apply in its entirety.
 - 1. The local agency shall withhold not less than 5 percent of the contract price until final completion and acceptance of the project.
 - 2. Partial payments for materials on hand shall not exceed one hundred percent (100%) of the value of material delivered on site, properly stored in a secured fenced area subject to, or under the control of, the owner and local agency, and unused. Contractor shall submit copies of invoices of

materials to support values. Materials stored shall be installed within 60 days of delivery for payment eligibility.

- B. Payment shall not relieve the Contractor from its obligations under the Contract; nor shall such payment be construed as acceptance of any of the Work. Payment shall not be construed as transfer of ownership of any equipment or materials to the Owner. Responsibility of ownership shall remain with the Contractor who shall be obligated to protect any fully or partially completed work or structure for which payment has been made; or replace any materials or equipment to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to acceptance of the Work, except as provided in Section 7-1.15 of the State Standard Specifications.

1.7 FINAL PAYMENT

- A. Notice of Completion will be filed in the normal course of business following the first regular meeting of Arvin City Council which occurs far enough after Final Completion to allow for placement of the Notice of Completion on the Council agenda for approval of the Notice.
- B. Final payment will be due no sooner than thirty-five (35) days after the recording of the Notice of Completion by the Owner.
- C. Upon completion of the project the final contract prices shall be revised by change order, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Bidder's Proposal hereto attached. Payments on account thereof will be made as set forth in these Specifications.
- D. The Contractor shall comply with Section 00 52 21 -- Waiver and Release Submittals.

1.8 SECURITIES IN LIEU OF RETENTION AND ESCROW AGREEMENT

- A. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank in California as the escrow agent, who shall then pay those withheld moneys to Contractor. Upon satisfactory completion of the contract, the securities shall be returned to Contractor.
- B. Alternatively, Contractor may request and the Owner shall 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 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 Owner, pursuant to the terms of this section. The Contractor shall pay to each subcontractor, not later than 20 days of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure the performance of the Contractor.

City of Arvin

Urban Greening Pathways Project

- C. Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and Owner.

- D. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____
_____ whose address is _____
_____ herein after called "Owner," _____
_____ whose address is _____
_____ hereinafter called "Contractor" and _____
_____ whose address is _____
_____ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the escrow agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to

the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

On behalf of Contractor:

On behalf of Escrow Agent:

Title

Title

Title

Name

Name

Name

Signature

Signature

Signature

Address

Address

Address

City of Arvin
Urban Greening Pathways Project

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner

Contractor

Title

Title

Name

Name

Signature

Signature

APPLICATION AND CERTIFICATION FOR PAYMENT

TO: City of Arvin
200 Campus Drive
Arvin, CA 93203

FROM CONTRACTOR:
Contractor Name
Contractor Address
Contractor Address

AIA DOCUMENT G702
APPLICATION NO: #

PAGE ONE OF 2 PAGES

Distribution to:

| |
|------------|
| OWNER |
| ENGINEER |
| CONTRACTOR |
| |
| |
| |

INVOICE NO: #
INVOICE DATE: dd/mm/yyyy
PERIOD TO: dd/mm/yyyy

CONTRACT DATE: dd/mm/yyyy

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

1. ORIGINAL CONTRACT SUM \$ 0.00
2. Net change by Change Orders & Overage \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 0.00
5. RETAINAGE:
 - a. $\frac{5}{100}$ % of Completed Work \$ 0.00
(Column D + E on G703)
 - b. $\frac{0}{100}$ % of Stored Material \$
(Column F on G703)
6. TOTAL EARNED LESS RETAINAGE \$ 0.00
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 0.00
(Line 6 less Line 7)
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00
(Line 3 less Line 6)

CONTRACTOR:

By: _____ Date: _____

Lauren Todd
Accounts Receivable

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

FUNDING SOURCE APPROVAL (if applicable)

By: _____ Date: _____
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | | |
| Total approved this Month | \$0.00 | \$0.00 |
| TOTALS | \$0.00 | \$0.00 |
| NET CHANGES by Change Order | \$0.00 | |

OWNER'S APPROVAL OF PAYMENT

By: _____ Date: _____
AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA ©1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee

CONTINUATION SHEET

ALA DOCUMENT G703

PAGE 2 OF 2 PAGES

ALA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: #
APPLICATION DATE: dd/mm/yyyy
PERIOD TO: dd/mm/yyyy

| A | B | C | D | E | F | G | H | I | J | K |
|----------|---|-----------------|--|----------------------------|--------|------------------------------------|----------------|-------------------|---------------|------------------------------|
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED FROM PREVIOUS APPLICATION (D+E) | WORK COMPLETED THIS PERIOD | Actual | TOTAL COMPLETED AND STORED (D+E+F) | % (G+C) | Balance to Finish | OVER/UNDER | RETAINAGE (IF VARIABLE RATE) |
| 1 | | \$0.00 | | | | \$0.00 | #DIV/0! | 0.00 | | \$0.00 |
| 2 | | \$0.00 | | | | \$0.00 | #DIV/0! | 0.00 | | \$0.00 |
| 3 | | \$0.00 | | | | \$0.00 | #DIV/0! | 0.00 | | \$0.00 |
| 4 | | \$0.00 | | | | \$0.00 | #DIV/0! | 0.00 | | \$0.00 |
| 5 | | \$0.00 | | | | \$0.00 | #DIV/0! | 0.00 | | \$0.00 |
| 6 | | \$0.00 | | | | \$0.00 | #DIV/0! | 0.00 | | \$0.00 |
| | CONTRACT TOTAL | \$0.00 | \$0.00 | \$0.00 | | \$0.00 | #DIV/0! | \$0.00 | \$0.00 | \$0.00 |
| | Additive Alternate A - Blank | | | | | | | | | |
| 7 | | \$0.00 | | | | \$0.00 | #DIV/0! | 0.00 | | \$0.00 |
| 8 | | \$0.00 | | | | \$0.00 | #DIV/0! | 0.00 | | \$0.00 |
| 9 | | \$0.00 | | | | \$0.00 | #DIV/0! | 0.00 | | \$0.00 |
| 10 | | \$0.00 | | | | \$0.00 | #DIV/0! | 0.00 | | \$0.00 |
| 11 | | \$0.00 | | | | \$0.00 | #DIV/0! | 0.00 | | \$0.00 |
| | Additive Alternate A - Blank Bid Total | \$0.00 | \$0.00 | \$0.00 | | \$0.00 | #DIV/0! | \$0.00 | \$0.00 | \$0.00 |

CHANGE ORDERS

| A | B | C | D | E | F | G | H | I | J | |
|----------|---|-----------------|--|----------------------------|--------|------------------------------------|----------------|-----------------------|---------------|------------------------------|
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED FROM PREVIOUS APPLICATION (D+E) | WORK COMPLETED THIS PERIOD | Actual | TOTAL COMPLETED AND STORED (D+E+F) | % (G+C) | BALANCE TO FINISH C-G | OVER/UNDER | RETAINAGE (IF VARIABLE RATE) |
| 1 | | \$0.00 | | | | \$0.00 | 100% | 0.00 | | \$0.00 |
| 2 | | \$0.00 | | | | \$0.00 | 100% | 0.00 | | \$0.00 |
| 3 | | \$0.00 | | | | \$0.00 | 100% | 0.00 | | \$0.00 |
| 4 | | \$0.00 | | | | \$0.00 | 100% | 0.00 | | \$0.00 |
| | CHANGE ORDER TOTAL (less quantity changes) | \$0.00 | \$0.00 | \$0.00 | | \$0.00 | #DIV/0! | \$0.00 | \$0.00 | \$0.00 |
| | GRAND TOTAL | \$0.00 | \$0.00 | \$0.00 | | \$0.00 | #DIV/0! | \$0.00 | \$0.00 | \$0.00 |

END OF SECTION

SECTION 01 20 10

WAIVER AND RELEASE SUBMITTALS

1.1 GENERAL INSTRUCTIONS FOR WAIVER AND RELEASE (LIEN WAIVER) SUBMITTALS

- A. Waivers and Releases must be submitted, on forms provided by Owner or on equivalent forms supplied by Contractor. Copies of said forms, which comply with Civil Code Sections 8132 through 8138, are attached at the end of this Section.
- B. Comply with Section 01 20 00 - Measurement and Payment.
- C. Waiver and Release submittal sequence:
 1. Upon initial submittal for progress payment, submit for each subcontractor, material or equipment supplier a **"Conditional Waiver And Release Upon Progress Payment"**. If initial submittal is also a final submittal for any or all subcontractors, material or equipment suppliers, submit a **"Conditional Waiver And Release Upon Final Payment"** for those suppliers or subcontractors.
 2. Upon each subsequent submittal for progress payment, submit for each subcontractor, material or equipment supplier a **"Conditional Waiver And Release Upon Progress Payment"** for the total amount through the current progress payment. Also submit an **"Unconditional Waiver And Release Upon Progress Payment"** reflecting the previous progress payment aggregate sum.
 3. Upon submittal for final progress payment, submit for each subcontractor, material or equipment supplier a **"Conditional Waiver And Release Upon Final Payment"**. Also submit an **"Unconditional Waiver And Release Upon Progress Payment"** reflecting the previous progress payment aggregate sum.
 4. Prior to final payment, submit for each subcontractor, material or equipment supplier a **"Conditional Waiver And Release Upon Final Payment"**.
 5. Upon receipt of final payment, Contractor shall submit an **"Unconditional Waiver And Release Upon Final Payment"**.

END OF SECTION

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): \$ _____

(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOPPAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: \$ _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exception

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exception

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

SECTION 01 22 00

EXPLANATION OF BID ITEMS

PART 1 GENERAL

The Contract payment for the specified items of work as set forth in the Bid Schedule shall be full compensation for furnishing all labor, materials, methods or processes, implements, tools, equipment and incidentals and for doing all work involved as required by the provisions of the Contract Documents for a complete in place and operational system or product.

- A. Unless otherwise specified in the Specifications, quantities of work shall be determined per each, or from measurements or dimensions in a horizontal plane. All materials shall be measured on the basis of "in place" quantities and paid for using the units listed in the bid schedule.
- B. Except as noted, the City Engineer or Consultant will make field measurements of unit price items in order to determine the quantities of the various items as a basis for payment. On all unit price items, the contractor will be paid for the actual amount of the work performed in accordance with the contract documents, as computed from field measurements.
- C. Work or quantities not listed in the description of bid items are considered incidental to other construction and will not be separately measured or paid for. Compensation for such work and/or material shall be included in the prices paid for other items of work.
- D. Additive alternate "Alt 1", if awarded, shall remove bid item 7 "Decomposed granite walking surface" from the contract.

1.2 BID ITEMS – BASE BID #1

Bid Item 1 – Mobilization, bonds, insurance, permits, security, storm/dust control:

Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals making up the cost of mobilization, move-in, move-out, all necessary bonds, insurance, permits, licenses, and fees required during the performance of the work as specified. This item also includes demobilization, including the removal of all equipment, supplies, personnel and incidentals from the project at the end of construction. This item also includes all costs, if applicable, for site security, storm water and dust management. Payment for mobilization shall be made with the first progress payment and shall not exceed 80 percent of the bid item amount. Payment for demobilization shall be made with the last progress payment and shall not be less than 20 percent of the bid item amount. **This bid item shall not exceed 5% of the subtotal of all other base bid items.**

Bid Item 2 – Traffic Control and Site Safety: Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to perform traffic control measures for the project limits in accordance with the Plans and specifications, and to implement all necessary site safety

requirements to protect private motor vehicles, pedestrians, and construction personnel during the course of the project. Means and methods are the responsibility of the contractor, but may include traffic control personnel, temporary striping and lane delineation, temporary signs, temporary barricades, and temporary fences. This line item shall also be utilized to develop a traffic control plan to be reviewed and approved by the City Engineer. This bid item will be paid for by Lump Sum, prorated, based on percentage of contract work completed.

Bid Item 3 – Clearing, grubbing miscellaneous demolition, and construction water:

Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to perform necessary demolition, site preparation, and removal of existing vegetation and subgrade materials not explicitly covered by any other bid item. This bid item shall also include all costs associated with the removal and legal disposal of demolished and excavated materials off-site as well as any necessary import of new earth materials to the site. This bid item shall also include all costs associated with acquiring water either from the Arvin Community Services District as well as from other sources in the case of imported water from outside of the City. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

Bid Item 4 – 4” Concrete Sidewalk:

Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to construct concrete sidewalks where shown on the Plans and in accordance with the Specifications. This bid item shall also include costs for required sampling and testing in accordance with the Specifications. This bid item will be paid for per SF of material placed, prorated, based on percentage of work completed.

Bid Item 5 – 6” Curb and gutter:

Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to construct 6” curbs and 24” gutters where shown on the Plans and in accordance with the Specifications. This bid item shall also include costs for required sampling and testing in accordance with the Specifications. This bid item will be paid for per LF of material placed, prorated, based on percentage of work completed.

Bid Item 6 – Curb ramp:

Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to construct access ramps where shown on the Plans and in accordance with the Specifications. This bid item shall also include costs for required sampling and testing in accordance with the Specifications. This bid item will be paid for per unit of placed, prorated, based on percentage of work completed.

Bid Item 7 – Decomposed granite walking surface:

Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to place and compact decomposed granite walking surfaces where shown on the Plans and in accordance with the Specifications. This bid item shall also include costs for required sampling and testing in accordance with the Specifications. This bid item will be paid for per SF of material placed, prorated, based on percentage of work completed.

Bid Item 8 – 6' Bench: Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to install 6 foot long benches where shown on the Plans and in accordance with the Specifications. This bid item will be paid for per bench installed, prorated, based on percentage of work completed.

Bid Item 9 – 4' Bench: Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to install 4 foot long benches where shown on the Plans and in accordance with the Specifications. This bid item will be paid for per bench installed, prorated, based on percentage of work completed.

Bid Item 10 – Trash receptacles: Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to install trash receptacles where shown on the Plans and in accordance with the Specifications. This bid item will be paid for per trash receptacle installed, prorated, based on percentage of work completed.

Bid Item 11 – Road signs: Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to install wayfinding road signs where shown on the Plans and in accordance with the Specifications. The bid price should also include the costs associated with excavating through existing surfaces including concrete and native earth material, and the costs to appropriately backfill with the same materials. This bid item will be paid for per sign installed, prorated, based on percentage of work completed.

Bid Item 12 – Funding acknowledgement signs: Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to install funding source signs where shown on the Plans and in accordance with the Specifications. The bid price should also include the costs associated with excavating through existing surfaces including concrete and native earth material, and the costs to appropriately backfill with the same materials. This bid item will be paid for per sign installed, prorated, based on percentage of work completed.

Bid Item 13 – Landscape planting: Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to place and or plant ground cover, turf, mulch, plants, shrubs, and trees where shown on the Plans and in accordance with the Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

Bid Item 14 – Landscape irrigation system: Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to install an irrigation system where shown on the Plans and in accordance with the Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

Bid Item 15 – On-site electrical conduit, wiring, pull boxes: Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to install electrical conduit, wiring, pull boxes and other appurtenant items where shown on the Plans and in accordance with the Specifications. This bid item will be paid for by Lump Sum, prorated, based on

Bid Item 16 – Pole mounted lights: Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to install pole mounted light fixtures including necessary wiring, photo cells, on/off testing, pole bases, and termination at the electrical panel, where shown on the Plans and in accordance with the Specifications. This bid item will be paid for per light pole completely installed, prorated, based on percentage of work completed.

Bid Item 17 – Bollard lights: Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to install bollard light fixtures including necessary wiring, photo cells, on/off testing, bases, and termination at the electrical panel, where shown on the Plans and in accordance with the Specifications. This bid item will be paid for per bollard light completely installed, prorated, based on percentage of work completed.

Bid Item 18 – Pathway lights: Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to install pathway light fixtures including necessary wiring, photo cells, on/off testing, bases, and termination at the electrical panel, where shown on the Plans and in accordance with the Specifications. This bid item will be paid for per light completely installed, prorated, based on percentage of work completed.

1.3 ADDITIVE ALTERNATES

Alt 1 – Permeable asphalt walking surface in lieu of decomposed granite: Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals required to place permeable asphalt walking surfaces in place of wherever decomposed granite is shown on the Plans and in accordance with the Specifications. This bid item shall also include costs for required sampling and testing in accordance with the Specifications. This bid item will be paid for per SF of material placed, prorated, based on percentage of work completed.

END OF SECTION

SECTION 01 31 19

PROJECT MEETINGS

PART 1 GENERAL

1.1 PRECONSTRUCTION MEETINGS

- A. The City Engineer or Consultant will schedule a meeting after Notice of Award and prior to providing a notice to proceed. Said meeting will take place at the job site.
- B. Attendance is required for Owner, Consultant, Contractor, and all subcontractors performing 10 percent or more of the total contract price.
- C. An agenda will be distributed by the City Engineer or Consultant prior to the meeting.
- D. The City Engineer or Consultant will record minutes and distribute copies within seven (7) days after meeting to participants, with copies to the Contractor and any other stakeholders in the project.

1.2 WEEKLY MEETINGS

- A. Unless otherwise arranged by the City Engineer or Consultant, the Contractor shall participate in a weekly project update meeting with the City Engineer or Consultant. Said meeting will be chaired by the Engineer or Consultant, and will generally be held on the same date and time weekly. The meeting shall take place on site unless otherwise arranged by the City Engineer or Consultant. Attendance by the Contractor Project Manager and Superintendent shall be necessary, and the Contractor may invite other necessary parties on an as needed basis. The City Engineer or Consultant shall retain the authority to govern the attendees as deemed necessary.
- B. An agenda will be distributed by the City Engineer or Consultant, and the Contractor must be prepared to discuss the work in progress, three week look ahead, outstanding submittals and RFIs, progress payments, change order items, safety items, and other construction coordination items as necessary.

1.3 SCHEDULE

- A. The Contractor shall be prepared to submit an updated schedule prior to the weekly meeting, if requested by the City Engineer or Consultant. Otherwise, the Contractor must provide an updated schedule with each application for payment.

1.4 REVISION TO SCHEDULE

- A. The Contractor shall submit a revised Construction Schedule for any of the following reasons:
 - 1. When delay in completion of any activity or group of activities indicates an overrun of the Contract time or control point requirement by ten (10) working days or ten (10) percent of the remaining duration, whichever is less.

2. Delays in submittals or deliveries or work stoppage are encountered which makes a rescheduling of the work necessary.
3. The schedule does not represent the actual prosecution and progress of the project as being performed in the field.
4. All areas of work may not be available at the start of work. Lack of availability may be due to flooding, storage of equipment or materials or lack of easement or permit. The Contractor shall adjust the schedule as necessary. Construction need not be continuous but may consist of discontinued segments. No additional pay shall be allowed for schedule adjustments and will be included in the various bid items.
5. When requested, in writing, by the City Engineer or Consultant.

1.5 ACCEPTANCE OF REVISED SCHEDULE

- A. Acceptance of the revised Construction Schedule and all supporting data is contingent upon compliance with all other paragraphs of this Section and any other previous agreements or requirements with or by the City.

1.6 COST OF REVISIONS

- A. The cost of revisions to the Construction Schedule resulting from contract changes will be included in the cost for the change in work, and will be based on the complexity of the revision or Change Order, man-hours expended in analyzing the change, and the total cost of the change.
- B. The cost of revision to the Construction Schedule not resulting from authorized contract changes will be the responsibility of the Contractor, with no additional compensation.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

PART 4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01 33 00

SUBMITTALS

PART 1 GENERAL

1.1 WORK INCLUDED

- A. The work described in this section includes general requirements and procedures related to the preparation and transmission of submittals to include Shop Drawings, Samples, Manuals, and Record Drawings.

1.2 GENERAL

- A. Before submitting a Shop Drawing or Sample, Contractor shall have:
1. Reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 2. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 3. Determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 4. Determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- B. Submit each submittal document with a cover or transmittal page. The cover page must include the following identification data, as applicable:
1. Contractor name
 2. Contract number (agreement with City)
 3. Contractor's project number
 4. City's project number (**1902**)
 5. Project name and location (**Urban Greening Pathways Project**)
 6. Submittal number
 - Number must be unique and shall begin at "01".
 - Resubmittals must have a suffix "-R#". Example: Submittal 01, Submittal 01-R1, Submittal 01-R2.
 - Prime Contractor must provide a cover sheet and maintain numbering scheme for submittals from subcontractors.
 7. Product identification
 8. Applicable contract drawing number, specification section, and paragraph number (all that apply)

9. Date of submittal (must be date submittal was mailed or emailed to City only)
10. Stamp Space: Blank space of approximately 2-1/2 inches high by 4 inches wide adjacent to the identification data to receive City Engineer or Consultant's status stamp.
11. Contractor's certification statement as described below:

"Certification Statement: By this submittal, we hereby represent that we have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and pertinent data and we have checked and coordinated each item with other applicable approved drawings and all Contract requirements."

- C. With each submittal, Contractor shall give City Engineer or Consultant specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to City Engineer or Consultant for review and approval of each such variation.
- D. Furnish neat, legible, and sufficiently explicit detail to enable proper review for Contract compliance. Disorganized or illegible submittals are subject to being returned to the Contractor without being reviewed.
- E. Contractor assumes all risks of error and omission.
- F. Work performed before approval, or not conforming to approved submittals, shall be at Contractor's risk.
- G. Submittal requirements contained in this specification are in addition to specific submittal requirements contained in individual equipment specification sections.

1.3 REVIEW PROCESS

- A. City Engineer or Consultant will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. City Engineer or Consultant's review will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- B. City Engineer or Consultant's review will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incidental thereto.
- C. City Engineer or Consultant's review of a separate item as such will not indicate approval of the assembly in which the item functions.
- D. City Engineer or Consultant's review of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the

Contract Documents unless Contractor has given City Engineer or Consultant specific written notice of any variations that the Shop Drawing or Sample may have from the Contract

Documents and City Engineer or Consultant has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. City Engineer or Consultant will document any such approved variation from the requirements of the Contract Documents in a Field Order.

- E. City Engineer or Consultant's review of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
- F. Submittals will be returned, marked with one or more of the following classifications:
 - a. NO EXCEPTIONS TAKEN: Accepted subject to its compatibility with further submittals and additional partial submittals for portions of the work not covered in this submittal. Does not constitute approval or deletion of specified or required items not shown in the partial submittal.
 - b. NOTE MARKINGS: Denoted if comments or annotations were made in the body of the submittal documents. Such markings may be made whether no exceptions are taken or if a resubmittal is necessary.
 - c. COMMENTS ATTACHED: Denoted if it was necessary to add a separate page or pages with comments to supplement the review of the submittal. Such comments may be made whether no exceptions are taken or if a resubmittal is necessary.
 - d. SEE SUBCONSULTANT REVIEW: If item was reviewed by a subconsultant to the City Engineer or Consultant, those comments will be explicitly noted as being different from those made by the City Engineer or Consultant, if any.
 - e. REJECTED: Submitted material does not conform to Plans and Specifications in major respect, i.e.: wrong item, wrong size, model, capacity, or material. Re-submittal required.
 - f. CONFIRM: Denoted if there are items the City Engineer or Consultant needs clarification or confirmation on. Such items will be noted in the review comments and markings.
 - g. RESUBMIT: A revised submittal is necessary.

1.4 REVIEW TIME

- A. The City Engineer or Consultant reserves the right to review submittals for up to 14 calendar days from the date of receipt. The Contractor shall not be entitled to additional compensation or schedule adjustments due to an inability to provide submittals in a timely manner.

- B. When submitting items, the Contractor should let it be known if a particular item is critical to receive a response on as soon as possible. The City Engineer or Consultant will make every effort to accommodate the need for a quick review. However, should the City Engineer or Consultant take the allotted 14 calendar days to review, such advanced notification by the Contractor shall not entitle the Contractor to receive additional compensation or schedule adjustments due to the City Engineer or Consultant's inability to accommodate.
- C. All resubmittals shall be subject to the same 14 calendar day review period as prescribed in item A above.
- D. The Contractor is encouraged to provide all submittals, to the extent possible, as soon as possible following the execution of a construction agreement with the City; even if prior to the date shown on the notice to proceed from the City Engineer or Consultant.

PART 2 SUBMITTAL DOCUMENTS

2.1 SUBMITTAL FORMAT

- A. To the extent possible, electronic submittals in a PDF format are the preferred submittal format. In submitting in this format, the Contractor must provide a single file per submittal (i.e. do not provide files broken into sections and a separate transmittal letter).
- B. Shop drawings or other similar items showing dimensions to be verified by the City Engineer or Consultant must be true to scale within a PDF file, and shall not be "scaled to fit" in any way. Such items are subject to being rejected, and must be resubmitted.
- C. When digital files are not feasible, the Contractor shall provide submittals as prescribed as follows.
- D. Faxed submittals will not be accepted.
- E. The City Engineer or Consultant reserves the right to respond to a submittal as "REJECTED" and "RESUBMIT" if it is determined that all or parts of the submittal are illegible or otherwise difficult to read or understand (example: submitting a sheet that has been Xeroxed multiple times such that text is difficult to be read).

2.2 SHOP DRAWINGS

- A. Unless otherwise noted in the individual specification sections, submit three (3) sets of shop drawings if digital drawings are not available.
- B. All catalog and specification sheets shall be clearly marked to indicate the specific model number and configuration to be used. Items not applicable to the project shall be crossed out.
- C. Show complete and detailed fabrication; assembly and installation details; wiring and control diagrams; catalog data; pamphlets; descriptive literature; and

performance and test data. Include calculations or other information sufficient to show comprehensive description of structure, equipment, or system provided and its intended manner of use.

- D. Include Manufacturer's installation recommendations.

2.3 *SAMPLES*

- A. Unless otherwise noted in the individual specification sections, submit three (3) samples of each item.
- B. Samples shall be representative of the actual material proposed for use in the project and of sufficient size to demonstrate design, color, texture, and finish.
- C. Permanently attach to each sample
 - 1. The contract number
 - 2. Project name and location
 - 3. Submittal number
 - 4. Product identification
 - 5. Applicable contract drawing and specification section number
 - 6. Subcontractor's, vendor's and/or manufacturer's name, address, and telephone number.
- D. Certain samples may be tested for specific requirements by the Owner and/or City Engineer or Consultant prior to approval. Failure of sample to pass tests will be sufficient cause for refusal to consider further samples of the same brand and make.
- E. Rejected samples will be returned upon request, and resubmittals shall consist of new samples.

2.4 *RECORD DRAWINGS*

- A. Maintain one record copy of Contract Documents at site in good order and annotated to show revisions made during construction. Keep annotations current for possible inspection.
 - 1. Make record drawings available to the City Engineer or Consultant at all times during life of Contract. The Contractor shall be subject to the enforcement of liquidated damages for each day the contractor is unable to produce them if requested.
 - 2. Drawings: Made part of record drawings and to include:
 - a. Contract Drawings: Annotate or redraft, as required, to show

revisions, substitutions, variations, omissions, and discrepancies made or discovered during construction concerning location and depth of utilities, piping, ductbanks, conduits, manholes, pumps, valves, vaults, and other equipment or structures regardless if they are at or below grade. Make revisions and show on all drawing views with actual dimensions established to permanent points.

- b. Working/Layout Drawings: When required as submittals, record actual layouts of conduit runs between various items of electrical equipment for power, control, and instrumentation; wire sizes, numbers, and functions; configuration of conduits; piping layouts; and duct layouts. Add sections
3. Before preliminary inspection, furnish a reproducible set of record drawings. At completion of Contract and before final payment is made, furnish City Engineer or Consultant one set of reproducibles of finally approved record drawings reflecting revisions herein described.

2.5 OPERATION AND MAINTENANCE MANUALS

A. Furnish Operation and Maintenance Manuals for various types of equipment and systems, as required by Contract Documents. Operation and Maintenance Manuals shall be provided for all mechanical and electrical equipment. Unless otherwise indicated, furnish separate manual for each piece of equipment and system. If manual contains other items or equipment, indicate where specified items are located in manual. Include in manual complete information necessary to operate, maintain, and repair specific equipment and system furnished under this Contract, and include the following specific requirements;

1. Contents.
 - a. Table of Contents and Index.
 - b. Brief description of equipment/system and principal components.
 - c. Starting and stopping procedures, both normal and emergency.
 - d. Installation, maintenance, and overhaul instructions including detailed assembly drawings with parts list and numbers, and recommended spare parts list with recommended quantity, manufacturer's price, supplier's address, and telephone number.
 - e. Recommended schedule for servicing, including technical data sheets that indicate weights and types of oil, grease, or other lubricants recommended for use and their application procedures.
 - f. One copy of each component wiring diagram and system wiring diagram showing wire size and identification.
 - g. One reviewed and stamped copy of each submittal with changes made during construction properly noted, including test certificates, characteristic curves, factory and field test results.

- h. For electrical systems, include dimensioned installation drawings, single line diagrams, control diagrams, wiring and connection diagrams, list of material for contactors, relays and controls, outline drawings showing relays, meters, controls and indication equipment mounted on equipment or inside cubicles, control and protective schematics, and recommended relay settings.

2. Material:

- a. Covers: Oil, moisture, and wear resistant 9 inches by 11-1/2 inches size.
- b. Pages: 60 pound paper 8-1/2 inches by 11 inches size with minimum of 2 punched holes 8-1/2 inches apart reinforced with plastic, cloth, or metal.
- c. Fasteners: Metal screw post or Acco metal strap type.
- d. Diagrams and Illustrations: Attach foldouts, as required.

B. Copies:

- 1. Submit five (2) preliminary copies of manuals for review and approval no later than date of shipment of equipment. Installation shall not begin until manuals are accepted by City Engineer or Consultant. Include in preliminary copies all items required under "Contents" above. One copy will be marked and returned to Contractor.
- 2. Deliver seven (3) copies of finally approved manuals to City Engineer or Consultant before startup.
- 3. Provide digital copies of all materials submitted in hard copy format.

2.6 **WARRANTIES**

- A. Pursuant to the provisions of Construction Agreement section 1.8, upon completion of all project requirements and improvements, and following initial acceptance of all improvements by the City Engineer or Consultant, the Contractor shall provide a written certificate of warranty to warrant the material and workmanship of all improvements for a period of one year to commence following acceptance by the City Council.

PART 3 EXECUTION (NOT USED)

PART 4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01 33 01

MASTER LIST OF SUBMITTALS

PART 1 GENERAL

- A. Pre-construction submittals: The following submittals are required prior to the commencement of construction activities. Other submittals may be required as requested by the City.
1. Post-Award Construction Schedule
 2. Traffic control plan as specified in Section 01 55 26.
 3. Storm Water Pollution Prevention Plan
 4. Copies of all agency permits, including, but not limited to:
 - a. City of Arvin Business Licenses (Prime and all Subcontractors)
 - b. City Encroachment Permit (final version only)
 5. Dust Control Plan and proof of filing with Air District.
- B. Construction phase submittals: The following submittals are required during construction for materials, products, and other items shown on the plans and elsewhere in the specifications. Procurement and installation of items prior to receiving submittal approval from the Construction Manager will be at the risk of the Contractor, and unapproved materials and products determined by the Construction Manager to be unacceptable must be removed and replaced with an approved product at no additional cost to the City. Other submittals may be required as requested by the City.
1. Import fill and sand material for pipeline backfill.
 2. Truncated domes
 3. Cast-in-place concrete: manufacturer's product literature, certificates, and mix designs
 4. Signs: proof prior to fabrication, post material, and hardware
 5. Park benches
 6. Trash receptacles
 7. Walking path lights
 8. Bollard lights
 9. Pedestrian path light poles and standards
 10. Electrical conduit, conductors, fittings, receptacles and enclosures, etc
 11. Irrigation systems, conduit, controllers, valves, sprinklers, misters, fittings etc
 12. Trees, shrubs, sod, mulch, planting media, etc
 13. All other administrative and conditional submittals as explained in this Section 01 33 00 – Submittal Procedures.
 14. Material and data submittals for porous asphalt, choker course, stone course, and geotextile material (this item is only applicable if additive alternate is awarded).

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C. Closeout submittals: The following submittals are required at the conclusion of construction activities. All submittals must be submitted to the satisfaction of the Construction Manager prior to the issuance of a Notice of Completion. Other submittals may be required as requested by the City.

1. Contractor's certificate or certificates of warranty
2. SWPPP Notice of Termination
3. Termination documents from Air District, if necessary
4. Finalized permits not previously provided to the Construction Manager
5. As-built drawings

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

PART 4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01 33 10

REQUESTS FOR INFORMATION

PART 1 GENERAL

1.1 WORK INCLUDED

- A. The work described in this section includes general requirements and procedures related to the preparation and transmission of Requests for Information.

1.2 GENERAL

- A. Should any part of the project specifications, drawings, or conditions observed at the jobsite not be clear or seem to show a conflict or is found to otherwise have issues with being constructed as shown, the contractor shall provide a written Request for Information (RFI) as soon as possible to the City Engineer or Consultant.
- B. Conversations on the jobsite between the contractor and the City Engineer or Consultant do not constitute an appropriate RFI process. Any interpretations that are asked for in the field which are responded to in the field must be followed up by the contractor, in writing, with an RFI to confirm the conversation and response given.
- C. Requests for information and or interpretations on the jobsite between the Contractor and the City Engineer or Consultant which are not responded to in the field should not be considered by the contractor to have been formally asked and subject to being responded to in a timely fashion. The Contractor must still provide a written RFI as soon as possible to be eligible to receive a response.
- D. Formal responses must only be provided by the City Engineer or Consultant. The designated field representative does not have the power to respond to RFIs autonomously. Any corrections required by the City Engineer or Consultant due to an inappropriate response to an RFI from the representative shall be made by the Contractor at no additional cost to the Owner.

1.3 REVIEW PROCESS AND SCHEDULE

- A. City Engineer or Consultant will provide timely review and response to all RFIs.
- B. The City Engineer or Consultant reserves the right to review and respond to RFIs for up to 7 calendar days from the date of receipt. The Contractor shall not be entitled to additional compensation or schedule adjustments due to an inability to provide RFIs in a timely manner.
- C. When submitting RFIs, the Contractor should let it be known if a particular item is critical to receive a response on as soon as possible. The City Engineer or Consultant will make every effort to accommodate the need for a quick response.

However, should the City Engineer or Consultant take the allotted 7 calendar days to respond, such advanced notification by the Contractor shall not entitle the Contractor to receive additional compensation or schedule adjustments due to the City Engineer or Consultant's inability to accommodate.

1.4 SUBMITTAL FORMAT

- A. To the extent possible, electronic RFIs in a PDF format are the preferred format. In submitting in this format, the Contractor must provide a single file per RFI (i.e. do not provide files broken into sections and a separate transmittal letter).
- B. Drawings or other similar items showing dimensions to be verified by the City Engineer or Consultant must be true to scale within a PDF file, and shall not be "scaled to fit" in any way.
- C. When digital files are not feasible, the Contractor shall provide a single copy of an RFI to the City Engineer or Consultant.
- D. RFIs shall be limited to one subject and shall not ask for a broad range of interpretations. In such cases, provide separate RFIs. The City Engineer or Consultant retains the right to reject RFIs as submitted and require that they be narrowed in their scope.
- E. RFIs shall clearly and concisely describe the issue for which clarification or interpretation is needed. Furnish drawings, sketches, photos, etc to illustrate the condition.
- F. Clearly and concisely describe the issue for which clarification or interpretation is needed. Furnish drawings, sketches, photos, etc to illustrate the condition.
- G. Present the interpretation or understanding of the contract's requirements along with reasons why such an understanding has been reached.
- H. Fully assess issues, suggest any reasonable solutions and include various factors, including potential costs, schedule impacts, if any, and recommendations which could aid in determining a solution or response.
- I. Do not proceed with affected work until the issue is resolved. Any work that the Contractor does following the submittal of an RFI which it believes will result in additional change order work or costs to the Contractor shall not entitle the Contractor to a change order, and no change order will be given even after the City Engineer or Consultant responds.
- J. Submit each RFI with a cover or transmittal page. The cover page must include the following identification data, as applicable:
 - 1. Contractor name
 - 2. Contractor's project number
 - 3. City's project number (**1902**)
 - 4. Project name (**Urban Greening Pathways Project**)
 - 5.

6. RFI number
 - Number must be unique and shall begin at "01".
 - Resubmittals must have a suffix "-R#". Example: Submittal 01, Submittal 01-R1, Submittal 01-R2.
 - Prime Contractor must provide a cover sheet and maintain numbering scheme for submittals from subcontractors.
7. RFI description to identify what the RFI is about
8. Applicable contract drawing number, specification section, and paragraph number in question
9. Date of submittal (must be date submittal was mailed or emailed to City only)

1.5 RESPONSE:

- A. Responses to RFIs shall not change any requirements of the Contract Documents.
- B. Clarifications, interpretations and decisions of Engineer will be in writing and, if necessary, in the form of drawings and other attachments or both.
- C. The Engineer will provide a written response to RFIs if the response only involves an interpretation, clarification, supplemental information, or orders a minor change in Work that does not involve an adjustment in Contract Sum or extension of Contract Time, and is not inconsistent with intent of Contract Documents.
- D. If the response results in a change to the Contract Sum or Contract Time, the response will indicate that a change order document will be issued.
- E. Additional or supplemental drawings, specifications, or other information will be provided as deemed necessary to facilitate response.

1.6 CHANGES TO WORK

- A. A response to an RFI shall not be considered a notice to proceed with a change that may revise the Contract Sum or Contract Time, unless authorized by Owner in writing.
- B. If the response involves additional cost or time, submit written notification within seven (7) calendar days of receipt of response and in any event prior to commencement of subject work. Owner will issue a Change Order where instructions justify additional work or time.
- C. Provide justification with complete analysis and pricing within fifteen (15) calendar days of response. Include update to CPM network.
- D. The Contractor shall have no claim for additional compensation or time due to the response unless written notification is provided in the timeframe set forth above.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

PART 4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01 35 00

MATERIAL SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 GENERAL

- A. The materials furnished and used shall be new, except as may be provided elsewhere in these Specifications, or on the Plans.
- B. All materials required to complete the work under this contract shall be furnished by the Contractor, unless otherwise stated.
- C. It shall be the duty of the Contractor to call the City Engineer's attention to apparent errors or omissions and request instruction before proceeding with the Work. The City Engineer may, by appropriate instructions, correct said apparent errors and omissions, which instructions shall be as binding upon the Contractor as though contained in the original Contract Documents.

1.2 DEFINITIONS

- A. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor.
- B. Revisions: Changes to Contract Documents requested by Owner or City Engineer.
- C. Options: Specified options of products and construction methods included in Contract Documents.

1.3 TRADE NAMES AND ALTERNATIVES

- A. Wherever an article, or any class of materials, is specified by the trade name or by the name of any particular patentee, manufacturer or dealer, or by reference to the catalog of any such manufacturer or dealer, it shall be taken as intending to mean and specify the article or material described or any other equal thereto in quality, finish and durability, and equally as serviceable for the purpose for which it is or they are intended. The intent of the Plans and Specifications is to specify highest grade standard equipment, and it is not the intent of these Plans and Specifications to exclude or omit the products of any responsible manufacturer, if such products are equal in every practical respect to those mentioned herein, as determined by the City Engineer.

1.4 SAMPLES

- A. At the option of the City Engineer, the source of supply of materials for the Work shall be subject to tests and inspection before the delivery is started and before

such materials are used in the Work. Samples representative of the character and quality of materials shall be submitted by the Contractor. Samples shall be of sufficient quantities or amounts for testing or examination.

- B. All tests of materials furnished by the Contractor shall be made in accordance with the commonly recognized standards of national technical organizations, and such special methods and tests as are prescribed in the Contract Documents.
- C. The Contractor shall furnish such samples of materials as are requested by the City Engineer, without charge. No material shall be used until the City Engineer has had the opportunity to test or examine such materials. Samples will be secured and tested whenever necessary to determine the quality of the material. Samples and test specimens prepared at the jobsite, such as concrete test cylinders, shall be taken or prepared by the City Engineer, or his designated representative, in the presence and with the assistance of the Contractor.

1.5 *SUBMITTALS*

- A. Material Submittals shall be made in accordance with Section 01 33 00 – Submittals.

1.6 *INSPECTION OF MATERIALS BY THE CONTRACTOR*

- A. Contractor shall make a close inspection of all materials as delivered, and shall promptly return all defective materials without waiting for their rejection by the City Engineer.

1.7 *CERTIFICATES OF COMPLIANCE*

- A. A Certificate of Compliance may be required for certain materials and equipment that become final products of the completed Work. Certificates of Compliance shall be furnished prior to the use of any materials for which these Specifications require that such a certificate be furnished. In addition, when so authorized in these Specifications, the City Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance.
- B. The Certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Specifications.
- C. A Certificate of Compliance shall be furnished with each lot of material delivered to the Work and the lot so certified shall be clearly identified in the certificate.
- D. All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Plans and Specifications and any such material not conforming to such requirements will be subject to rejection whether in place or not.

- E. The City of Arvin reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.
 - 1. The form of the Certificate of Compliance and its disposition shall be as directed by the City Engineer.

1.8 MANUFACTURER TESTING

- A. At the option of the City Engineer, materials and equipment to be supplied under this Contract will be tested and inspected either at their place of origin or at the site of the Work. The Contractor shall give the City Engineer written notification well in advance of actual readiness of materials and equipment to be tested and inspected at point of origin.
 - 1. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the materials and equipment nor shall such tests and inspections preclude retesting or re-inspection at the site of the Work.
 - 2. Materials and equipment which will require testing and inspection at the place of origin shall not be shipped prior to such testing and inspection.

1.9 MANUFACTURERS' RECOMMENDATIONS

- A. All equipment specified and used in the project shall be installed in accordance with the approved manufacturer's current written recommendations.
- B. All such equipment, material, etc., shall be of the manufacturer's latest system or line.

1.10 SUBSTITUTIONS

- A. Conditions: Contractor's substitutions shall be considered when one or more conditions are satisfied, as determined by the City Engineer. The Contractor's submittal and City Engineer's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.
 - 1. Extensive revisions to Contract Documents are not required.
 - 2. Proposed changes are in keeping with the general intent of the Contract Documents.
 - 3. Request is timely, fully documented and properly submitted.
 - 4. Request is directly related to an "or equal" clause or similar language in the Contract Documents.
 - 5. The specified product or method of construction cannot be provided within the Contract Time. The request shall not be considered if the product or

method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.

6. The specified product or method of construction cannot receive necessary approval by governing authority, and the requested substitution can.
7. Substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear.
 - a. Additional responsibilities for the Owner may include additional compensation to the City Engineer for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
 - b. Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.
8. Specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
9. Specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
10. Specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.

1.11 WRITTEN REQUEST

- A. The Contractor must provide a written request for each substitution. Such request must be in the comments portion of, or a separate page added to a submittal as required by section 01 33 01. In the written request, the Contractor must identify the specification section and product in question, the proposed substitution, reason why the substitution is necessary, and any additional information pertinent to the substitution that is necessary. Additionally, complete technical data, test reports, samples, drawings, etc shall also be included for the proposed alternative. The Engineer shall review the submittal and consider the request in the same manner as outlines in section 01 33 00. The Engineer shall reserve the right to reject all such requests, and the specified product shall be procured.

Approval of an alternate or substituted material shall not be construed by the Contractor as being any sort of a modification to the contract price. A substitution request shall be assumed to be at no additional cost to the Owner as the originally specified material.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

PART 4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01 42 00

QUALITY CONTROL AND TESTING

PART 1 GENERAL

1.1 QUALITY ASSURANCE PLAN

- A. The City of Arvin has a quality assurance plan in place for all capital improvement projects. This plan is provided as an attachment to this specification section, and shall govern the quality assurance requirements for materials provided. The City Engineer or Consultant may modify the plan as necessary, but shall otherwise be in place through the life of the project, and shall guide the Contractor for any quality assurance testing it performs.

1.2 NOTICE OF DEFECTS

- A. Prompt notice of all defective Work of which Owner or City Engineer or Consultant has actual knowledge will be given to Contractor.
- B. All defective Work may be rejected, corrected, or accepted, at the discretion of the Owner and City Engineer or Consultant.

1.3 ACCESS TO WORK

- A. Owner, City Engineer or Consultant, independent testing laboratories, and governmental agencies with jurisdictional interests shall have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith.

1.4 MATERIALS AND EQUIPMENT

- A. Materials and equipment shall be subject to the requirements of Section 01 35 00 – Materials and Substitutions.

1.5 PROJECT SITE TESTING

- A. Contractor shall give City Engineer or Consultant timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. Notice of less than 24 hours shall not be acceptable.
- B. Except for specified material suitability tests, all initial routine tests of materials shall be at the expense of the Owner and shall be performed by an independent certified laboratory designated by the Owner. Whenever a specified percent relative compaction test is required and the material or portion thereof so tested fails to meet or exceed the relative compaction specified, all subsequent retesting shall be performed at the expense of the Contractor. Such retests shall be the

City of Arvin
Urban Greening Pathways Project
subject of a deductive change order.

- C. All material suitability tests shall be at the expense of the Contractor. Testing shall be by an independent certified laboratory approved by the City Engineer or Consultant.

1.6 TEST STANDARDS

- A. All sampling, specimen preparation, and testing of materials shall be in accordance with the standards of nationally recognized technical organizations.
- B. The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the ASTM, where applicable.

1.7 UNCOVERING WORK

- A. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without concurrence of City Engineer or Consultant, it must, if requested by City Engineer or Consultant, be uncovered for City Engineer or Consultant's observation and recovered at Contractor's expense.
- B. If City Engineer or Consultant considers it necessary or advisable that covered Work be re-observed by City Engineer or Consultant or inspected or tested by others, Contractor, at City Engineer or Consultant's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as City Engineer or Consultant may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall promptly correct said defects, including all work involved in uncovering and recovering the work, at no cost to the Owner.
 - 2. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.

1.8 CORRECTION OR REMOVAL OF DEFECTIVE OR REJECTED WORK

- A. Upon receipt of notice, Contractor shall correct all defective or rejected Work and replace it with Work that is not defective, at no cost to the Owner.

1.9 ACCEPTANCE OF DEFECTIVE WORK

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so.
 - 1. If any such acceptance occurs, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

2. City Engineer or Consultant shall determine the reasonableness of the diminished value of Work so accepted and Contractor shall pay all costs involved in making such determination.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

PART 4 MEASUREMENT AND PAYMENT

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

END OF SECTION

Attachment A:
City of Arvin Quality
Assurance Plan



CITY OF ARVIN

2018 QUALITY ASSURANCE PROGRAM

Prepared for:

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Arvin, California 93203
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December 2018

QUALITY ASSURANCE PROGRAM (QAP)
AGENCY: CITY OF ARVIN

SECTION 1 - INTRODUCTION

This document has been adapted from Appendix Y of the Caltrans QAP Manual for Use by Local Agencies, revised January 20, 2011.

This quality assurance program (QAP) is a sampling and testing program designed to provide assurance of acceptable materials and workmanship for Federal-aid projects that are either located on the National Highway System (NHS), State Highway System (SHS), or local roads. This program should be updated every five years or more frequently if there are changes of the testing frequencies or to the tests themselves.

A QAP is required to be adopted by any agency which receives federal-aid funds regardless of whether projects are located on the NHS, SHS, or local roads. The procedures of this QAP shall be implemented to the fullest extent possible for all federal-aid projects on the NHS and SHS. It shall also be incorporated into the project requirements of federal-aid projects not on the NHS or SHS at the discretion of the City Engineer (CE) or Public Works Director (PWD). Similarly, the CE or PWD may discretionarily incorporate the requirements of this QAP into projects which receive no federal-aid.

The City of Arvin does not have any NHS routes within it's City Limits. SHS route CA-223 runs through the city, and all other roads are considered to be "local" roads. Therefore, the requirements of this QAP shall be in full force and effect for any City sponsored federal-aid projects along CA-223, and shall be utilized for all other projects at the discretion of the CE or PWD.

SECTION 2 - DEFINITION OF TERMS

- a) Acceptance Testing (AT) – Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- b) Independent Assurance Program (IAP) – Verification that AT is being performed correctly by qualified testers and laboratories.
- c) 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.
- d) Source Inspection – AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.

SECTION 3 - MATERIALS LABORATORY

The City of Arvin does not have its own materials laboratory. The City will partner with qualified private consultants to perform AT on federal-aid projects on the NHS and SHS, and for all other projects at the discretion of the CE or PWD. 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 or this QAP.

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

- a) 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)
- b) 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.
- c) 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.

SECTION 4 - ACCEPTANCE TESTING (AT)

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Testing methods will be in accordance with the CT Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications.

Sample locations and frequencies may be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Attachment #1 (Appendix D, "Acceptance Sampling and Testing Frequencies" of the QAP Manual).

SECTION 5 - 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.

SECTION 6 - REPORTING ACCEPTANCE TESTING RESULTS

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

- a) When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- b) When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.

- c) When soils and aggregates are sampled at the job site:
 - a. Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
 - b. Test results for “R” Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Resident Engineer’s staff, shall be done on an expedited basis such as by fax, telephone, or email. Results shall be provided similar to or in the same format as attachments #5 and #6 (Appendices G and H from the QAP Manual).

SECTION 7 - TESTING OF MANUFACTURED MATERIALS

During the Design phase of the project, the Project Engineer may submit a “Source Inspection Request” see Attachment #2 (Exhibit 16-V of the LAPM) to the Agency, consultant, or Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in Attachment #3 (Appendix F of the QAP Manual). All certificates of compliance shall conform to the requirements of the contract specifications, for examples see Attachment #4 (Appendix J of the QAP Manual).

Should the Agency request Caltrans to conduct the source inspection, and the request is accepted, all sampling, testing, and acceptance of manufactured and prefabricated materials will be performed by Caltrans’ Office of Materials Engineering and Testing Services.

For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers.

SECTION 8 - PROJECT CERTIFICATION

Upon completion of a Federal-aid project, a “Materials Certificate” shall be completed by the Resident Engineer. The Agency shall include a “Materials Certificate” in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the “Materials Certificate” shall also be included in the Agency’s construction records. The Resident Engineer in charge of the construction function for the Agency shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the “Materials

Certification", including changes by virtue of contract change orders. See Attachment #7 for an example (Appendix K of the QAP Manual).

SECTION 9 - RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- a) The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual.
- b) It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- c) The project files shall be available for at least three years following the date of final project voucher.
- d) The use of a "Log Summary," as shown in Attachment #6 (Appendix H of the QAP Manual), facilitates reviews of material sampling and testing by Caltrans and FHWA, and assists the Resident Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

APPROVED BY: _____

(Signature)

79842 - 9/30/20
(CE# and Expiration Date)

NAME: ADAM OJEDA

DATE: 12-4-18

TITLE: CITY ENGINEER

ARVIN
City/County of



ATTACHMENT #1

Appendix D - Acceptance Sampling and Testing Frequencies

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

Portland Cement (Hydraulic Cement)

| Materials to be Sampled or Tested | Sample Size | Sampling/Testing Frequency | Typical Test Methods | Description or Comments |
|-----------------------------------|--------------|---|---|---|
| Cement/Fly ash (Sampling only) | 8-lb. sample | If possible, take a least one sample per job, even if the material is accepted based on a Certificate of Compliance. | ASTM D75, C494 CT 125 AASHTO T127, M85, M295 | Standard for sampling hydraulic cement or fly ash. |
| 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 Sampled 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 each 1000 cu. yd. of PCC/HCC concrete. Test at least one sample per job. | ASTM D75 CT 125 AASHTO M6, T2, M80 | Sample aggregate from belt or hopper (random basis). |
| Water (Sampling & Testing) | Take a two-quart sample using a clean plastic jug (with lining) and sealed lid. Sample at the point of use. | If the water is clean with no record of chlorides or sulfates greater than 1%, no testing is required. If the water is dirty do not use it. Test only when the chloride or sulfates are suspected to be greater than 1%. | CT 405, CT 422, CT 417 AASHTO R23 | If testing appears warranted, test for chlorides and sulfates. |

Note: These tables are from "Appendix D" from the Caltrans QAP manual. Any local amendments to the sample size, sample/test frequency, or other items of note will be noted in red text. The project specific technical specifications may have other or additional requirements and shall govern.

Appendix D (continued)

Portland Cement Concrete (Hydraulic Cement Concrete) – Continued

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



Appendix D (continued)

Portland Cement Concrete (Hydraulic Cement Concrete) – Continued

| Materials to be Sampled or Tested | Sample Size | Sampling/Testing Frequency | Typical Test Methods | Description or Comments |
|-----------------------------------|---|--|---------------------------------------|--|
| Freshly-Mixed Concrete (Testing) | Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge | Fabricate at least two concrete cylinders per project. Test for compressive strength at least once for each 500 to 1,000 cu. yd. of structural concrete. Note 1 | ASTM C39 CT 521 AASHTO T22 | This test is used to fabricate 6" x 12" concrete cylinders. Compressive strengths are determined, when needed. |
| Freshly-Mixed Concrete (Testing) | Approximately 210 lb. of concrete are needed to fabricate three concrete beams. | One sample set for every 500 to 1,000 cu. yd. of concrete. Note 2 | ASTM C78 CT 31 AASHTO T97 & T23 | This test is used to determine the flexural strength of simple concrete beams in third-point loading |

Soils and Aggregates

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

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Note 1 : Cylinders shall be required for all cast-in-place concrete per mix per day, and one sample shall include 4 specimens to be tested on a 7/14/28/reserve schedule.

Note 2 : Beams shall be required for all cast-in-place concrete pavement per mix per day, and one sample shall include 4 specimens to be tested on a 7/14/28/reserve schedule.

Note 3 : Cylinders and or beam requirements for concrete sidewalk may be waived by the City Engineer or Public Works Director.



Appendix D (continued)

Soils and Aggregates - Continued

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



Appendix D (continued)

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



Appendix D (continued)

Asphalt Binder - Continued

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

Asphalt Emulsified

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



Appendix D (continued)

Asphalt Emulsified - Continued

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

Hot Mix Asphalt (Asphalt Concrete) – Concrete

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



Appendix D (continued)

Hot Mix Asphalt (Asphalt Concrete) –Continued

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



Appendix D (continued)

Slurry Seals

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

Steel

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



ATTACHMENT #2

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

To: (DLAE name)
Caltrans' District Local Assistance Engineer
Caltrans' Local Assistance Office
(District office Address)

Date: _____

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

Project Description _____

Project Location: _____

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

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

Materials that will require source inspection:

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

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

Approved:

(Applicant Representative Name)

(DLAE name)
District Local Assistance Engineer

(Title)

(Date)

(Local agency, name & address)

ATTACHMENT #3



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

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

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

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

ATTACHMENT #4



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

No. 583408

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

PRECAST CONCRETE PRODUCTS OR SOUNDWALL
 TO: BILL SYNDER

STATE HIGHWAY ENGINEER
RESIDENT ENGINEER - CITY OF FLATLAND

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

| | |
|---------------------------------------|---|
| CONTRACT NUMBER: | |
| CEMENT BRAND <u>XYZ CEMENT CO.</u> | MILL LOCATION <u>MIDLAND, CALIFORNIA</u> |
| TYPE <u>II MODIFIED</u> | |
| CHEMICAL ADMIXTURE | |
| 1. BRAND <u>ABC. ADMIXTURE</u> | MANUFACTURER <u>XYZ SUPPLIER</u> |
| TYPE <u>WATER REDUCER</u> | |
| 2. BRAND | MANUFACTURER |
| TYPE | |

CHECK BOX IF A CHEMICAL ADMIXTURE WAS NOT USED

| | |
|-----------------------------------|-------------------|
| MINERAL ADMIXTURE | |
| MANUFACTURER <u>POZZ. INC.</u> | CLASS <u>F</u> |

CHECK BOX IF A MINERAL ADMIXTURE WAS NOT USED

| | |
|--|--------------------------------|
| DELIVERY DATE (Ready-Mix) <u>7/7/07</u> | DATES OF FABRICATION (Precast) |
|--|--------------------------------|

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

Portland Cement
Flyash
Water Reducer

| |
|--|
| MANUFACTURER OF CONCRETE PRODUCTS <u>A.E.B. READY MIX</u> |
| By: AUTHORIZED REPRESENTATIVE SIGNATURE <u>Joe Anderson</u> |



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

This is to certify that the

Portland Cement.

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

Local Agency Project No.

HP21L – 5055 – 111

Albert Howakowa

Quality Assurance Engineer
ABC Cement Company

Date: 07/07/07.

ATTACHMENT #5



Appendix G - Example of an Acceptance Testing Record

Material Tested: Fresh Concrete

Location of Test: Station 100 + 50 (50 feet right of centerline)

Type of Work: Retaining Wall Foundation

| Date | Test Number | Description of Test | Test Results | Specification |
|----------|-------------|---------------------|--------------|----------------|
| 07/07/07 | CT 504 | Air Content | 4.2% | 4.0% Minimum |
| 07/07/07 | CT 533 | Ball Penetration | 1.5 in. | 0.5 to 2.0 in. |

Printed Name of Acceptance Tester: Bill Johnson

Company: ABC Engineering Company (Middletown, CA)

Date: 07/07/07

Note: An air content test was recommended because the foundation elevation was over 5,000 feet.

ATTACHMENT #6



Appendix H - Example of a Log Summary Sheet

Subgrade Materials

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

CT 231 = Compaction (Nuclear Gage)

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

Aggregates and Base Materials

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

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



Appendix H (continued)

Hot Mix Asphalt

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

CT 339 = Distributor Spread Rate, CT 366 = Stabilometer Value

CT 375 = In-Place Density & Relative Compaction

Portland Cement Concrete

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

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

CT 533 = Ball Penetration

ATTACHMENT #7



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

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

Subject: Materials Certification

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

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

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

Bill Sanders
 Resident Engineer (Print Name)

Bill Sanders
 Resident Engineer (Signature)

7/7/07
 (Date)

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

See the attachment (next page)



Appendix K (continued)

Attachments: Materials Exceptions (Acceptance Testing)

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

Bill Sanders
 Resident Engineer (Print Name)

Bill Sanders
 Resident Engineer (Signature)

July 4, 2007
 Date

ATTACHMENT #8

**QAP COMPLIANCE LETTER
FROM CALTRANS**

DEPARTMENT OF TRANSPORTATION

DIVISION OF ENGINEERING SERVICES

MATERIALS ENGINEERING TESTING SERVICES AND GEOTECHNICAL SERVICES

INDEPENDENT ASSURANCE AND REFERENCE SAMPLE PROGRAM BRANCH

TRANSPORTATION LABORATORY-MS 5

5900 FOLSOM BLVD.

SACRAMENTO, CA 95819-4612

E-MAIL: <seree_yenjai@dot.ca.gov>

PHONE (916) 247-1911



Flex your power!

Be energy efficient!

Status: COMPLIANCE**Quality Assurance Program REVIEW/ACCEPTANCE LETTER**DATE: 12/27/2018

Name of Agency: City of Arvin

Address: 200 Campus Drive, Arvin, California 93203

Telephone Number: 661.854.3134 Fax: 661.854.0817

Name and Title of person In Charge: Adam Ojeda, RCE#79842, Exp. 09/30/2020
City Engineer

The document will be reviewed for compliance to California Department of Transportation, Quality Assurance (QAP) Manual for Use by Local Agencies (Jan. 20, 2011 revision) and Federal Highway Administration, 23 CFR 637.

A. Document Reviewed

| ITEM NO. | DESCRIPTION |
|----------|--|
| 1 | City of Arvin Quality Assurance Program (QAP) dated 12.04.18 |
| 2 | Local Assistance area engineer -Kirk Anderson 559.445.6273 |

B. Conditions of acceptance

| ITEM NO. | DESCRIPTION |
|----------|--|
| 1 | Document was reviewed and found to be in <u>COMPLIANCE</u> to our requirements |
| 2 | CONDITIONS OF COMPLIANCE accepted as part of this QAP: |
| 2.1 | This QAP is applicable to all projects on NHS, SHS, and non-NHS |
| 2.2 | Material testing and sampling frequency table: see LAPM Exh. 16-R (also attached to this QAP) |
| 2.3 | Test Method (when use): CTM - only Caltrans certified laboratory & tester will perform Acceptance Testing (AT), a secondary Independent Assurance Program (IAP) is not required. |
| 2.4 | Test Method (when use): AASHTO/ASTM - qualified laboratory & tester to perform Acceptance Testing (AT) and a separate laboratory and tester with similar or higher qualification to perform Independent Assurance Program(IAP). Both firms must be hired through local agency and conform to Section 5 of QAP Manual, Rev. Jan 20, 2011 |
| 2.5 | Project on NHS/SHS will conform to testing program per item B.2.3 and AASHTO where CTM is not available. |
| 3 | Provide a signed hard copy to District 6 area engineer and/or DLAE for archive. |
| 4 | This document(letter) shall be a part of QAP, to be attached to project construction document to be reviewed by Oversight Engineer and/or FHWA. |

CERTIFIED Independent Assurance Engineer

12/27/2018

DATE.

SECTION 01 42 13

DEFINITIONS AND ABBREVIATIONS

PART 1 GENERAL

1.1 DEFINITIONS AND TERMS

- A. Whenever in these Specifications, or in other Contract Documents, the following terms are used, the intent and meaning shall be interpreted as follows:
1. Council: City Council, City of Arvin.
 2. Calendar Day: Every day shown on the calendar.
 3. Construction Manager: The City Engineer or Consultant.
 4. Consultant: Any consulting engineer or similar firm hired by the City of Arvin to provide ongoing construction management and administration support for the City on this project.
 5. Contractor: The word "Contractor" means the person, firm or corporation to whom the award is made. Subcontractors as such will not be recognized.
 6. Contract Unit Price: The Contractor's original bid for a single unit of an item of work in the Proposal.
 7. Contract Time: The number of working days for completion of the Work, including authorized time extensions. In the event a calendar date is specified for Project completion in lieu of a number of working days, the Work shall be completed by that calendar date. The Contract Time shall be computed by excluding the first and including the last day; and if the last day be Sunday or a legal holiday, that shall be excluded.
 8. Equipment: (Construction) - All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of work. (Installed) - All material or articles used in equipping a facility as furnishings or apparatus to fulfill a functional design.
 9. General Conditions: As specified in Section 00 72 00 – General Conditions.
 10. General Requirements: All specifications contained in Division 1.
 11. Notice: Any notice allowed or required to be given by the Owner may be given by the Engineer.
 12. Owner: City of Arvin, a California General Law City.
 13. Owner's Representative: The City Engineer or Consultant

14. Person: Any individual, association, partnership, corporation, trust, joint venture or other legal entity.
15. Plans: The drawings, profiles, cross-sections, working drawings and supplemental drawings, or reproduction thereof, approved by the Engineer, which show the location, character, dimensions or details of the work.
16. Proposal: The offer of a Bidder when submitted on the Proposal form; properly signed and guaranteed.
17. Reference Documents: Bulletins, Rules, Methods of Analysis or Test, Codes, Standards, and Specifications of public or private agencies, Engineer Societies, or Industrial Associations. Reference shall be to the latest edition thereof, including Amendments, which are in effect and published at the time the Request for Bids is issued, unless a specific edition is identified, in which case reference shall be to such specific edition. Reference Documents are intended to amplify the descriptions of materials, equipment, and construction systems and are to be considered a part of the Contract Documents insofar as the various sections thereof are referred to hereinafter. Examples of Reference Documents are Federal Specifications, State Standard Specifications, and those of American Society of Testing Materials (ASTM), American National Standards Institute (ANSI), American Standards Associations (ASA), and American Concrete Institute (ACI).
18. Salvage: The protection storage, and/or removal of specified existing equipment, parts or materials during the work for retention and later use by the Owner.
19. Sanitary Sewer: Any conduit and appurtenances intended for the reception and transfer of sewage.
20. State: The State of California.
21. State Standard Plans: State of California, Business and Transportation Agency, Department of Transportation, Caltrans, Standard Plans, latest revision.
22. State Standard Specifications: Standard Specifications for the project are those entitled "Standard Specifications, State of California, Business and Transportation Agency, Department of Transportation", 2006 edition, hereinafter referred to as the State Standard Specifications. These Specifications are to be considered a part of the Contract Documents insofar as they are not superseded by other provisions contained in Divisions 0 through 40 of these Specifications.
23. Storm Sewer: Any conduit and appurtenances intended for the reception and transfer of storm water.
24. Street: Any public road, highway, parkway, freeway, alley, walk or right-of-way.
25. Surety: Any individual, firm or corporation bound with and for the Contractor

for the acceptable performance, execution and completion of the Work, and for the satisfaction of all obligations incurred.

26. Utility: Tracks, overhead or underground wires, pipelines, conduits, ducts or structures, sewers or storm drains owned, operated or maintained in or across a public right-of-way or private easement.
27. Water Main: Any conduit and appurtenances intended for the distribution of water.
28. Working Day: Any weekday (Monday through Friday), not a designated national holiday, during which weather allows the Contractor to work four or more hours consecutively, starting no later than 10:00 AM.

1.2 REFERENCED STANDARDS

- A. The standards referred to, except as modified, shall have full force and effect as though printed in this Specification, and shall be the latest edition or revision thereof in effect on the bid opening date, unless a particular edition or issue is indicated. Copies of these standards are not available from the Owner. The Engineer will furnish, upon request, information as to how copies may be obtained.

1.3 LIST OF ABBREVIATIONS

- A. Abbreviations and terms, or pronouns in place of them, shall be interpreted as follows:

| | |
|--------|--|
| AA | Aluminum Association |
| AABC | Associated Air Balance Council |
| AAMA | Architectural Aluminum Manufacturers Association |
| AASHTO | American Association of State Highway and Transportation Officials |
| ABMA | American Boiler Manufacturers Association |
| ACI | American Concrete Institute |
| ACPA | American Concrete Pipe Association |
| ADC | Air Diffusion Council |
| AEIC | Association of Edison Illuminating Companies |
| AFBMA | Antifriction Bearing Manufacturers Association AGA American Gas Association |
| AGMA | American Gear Manufacturers Association |
| AHA | American Hardboard Association |
| AI | Asphalt Institute |
| AIA | American Institute of Architects |
| AISC | American Institute of Steel Construction AISI American Iron and Steel Institute |
| AITC | American Institute of Timber Construction |
| AMCA | Air Moving and Conditioning Association |
| ANSI | American National Standards Institute APA American Plywood Association |
| API | American Petroleum Institute |
| APWA | American Public Works Association |
| ARI | American Refrigeration Institute |

City of Arvin
Urban Greening Pathways Project

| | |
|----------|--|
| ASA | (now U.S.A.S.I., USA Standards Institute) Association & its Standard Specifications |
| ASAHC | American Society of Architectural Hardware Consultants |
| ASCE | American Society of Civil Engineers |
| ASHRAE | American Society of Heating, Refrigerating, and Air- Conditioning Engineers |
| ASME | American Society of Mechanical Engineers |
| ASSE | American Society of Sanitary Engineers |
| ASTM | American Society for Testing and Materials |
| AWG | American Wire Gage |
| AWI | Architectural Woodwork Institute |
| AWPA | American Wood-Preservers' Association |
| AWS | American Welding Society |
| AWWA | American Water Works Association |
| BHMA | Builders Hardware Manufacturers Association |
| BIA | Brick Institute of America (formerly SCPI) |
| CAL/OSHA | California Occupational Safety and Health Administration |
| CALTRANS | California Department of Transportation |
| CBC | California Building Code |
| CCR | California Codes of Regulations |
| CDA | Copper Development Association |
| CEC | California Electrical Code |
| CEQA | California Environmental Quality Act |
| CFR | Code of Federal Regulations |
| CISPI | Cast Iron Soil Pipe Institute |
| CMAA | Crane Manufacturers Association of America |
| CMC | California Mechanical Code |
| CPC | California Plumbing Code |
| CRA | California Redwood Association |
| CRSI | Concrete Reinforcing Steel Institute |
| CS | Commercial Standard (U.S. Department of Commerce) |
| DHI | Door and Hardware Institute |
| DIPRA | Ductile Iron Pipe Research Association |
| EI | Edison Electric Institute |
| EJCDC | Engineers' Joint Contract Documents Committee |
| EPA | Environmental Protection Agency |
| FED SPEC | Federal Specification |
| FCI | Fluid Controls Institute |
| FGMA | Flat Glass Marketing Association |
| FIA | Factory Insurance Association |
| FM | Factory Mutual |
| FSA | Fluid Sealing Association |
| FTI | Facing Tile Institute |
| HEI | Heat Exchange Institute |
| HMI | Hoist Manufacturers Institute |
| HPMA | Hardwood Plywood Manufacturers Association |
| HTI | Hand Tools Institute |
| ICBO | International Conference of Building Officials |
| I-B-R | Institute of Boiler and Radiator Manufacturers |
| IEEE | Institute of Electrical and Electronics Engineers |
| IES | Illuminating Engineering Society |

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| IFI | Industrial Fasteners Institute |
| IPCEA | Insulated Power Cable Engineers Association |
| ISA | Instrument Society of America |
| JIC | Joint International Conference (Hydraulic Institute) |
| MHI | Materials Handling Institute |
| MIL | Military Specification |
| MMA | Monorail Manufacturers Association |
| MSS | Manufacturers' Standardization Society |
| NAAMM | National Association of Architectural Metals Manufacturers |
| NACE | National Association of Corrosion Engineers. |
| MBBPVI | National Board of Boiler and Pressure Vessel Inspectors |
| NBHA | National Builders Hardware Association |
| NCSPA | National Corrugated Steel Pipe Association |
| NEC | National Electrical Code |
| NECA | National Electrical Contractors Association |
| NEMA | National Electrical Manufacturers Association |
| NEMI | National Elevator Manufacturing Industry |
| NFPA | National Fire Protection Association |
| NIST | National Institute of Standards and Technology |
| NLA | National Lime Association |
| NPC | National Plumbing Code |
| NPT | National Pipe Thread |
| NRCA | National Roofing Contractors' Association |
| NRMCA | National Ready Mixed Concrete Association |
| NSC | National Safety Council |
| NSF | National Sanitation Foundation |
| NTMA | National Terrazzo and Mosaic Association |
| NWMA | National Woodwork Manufacturers Association |
| OSHA | Occupational Safety and Health Administration |
| PCA | Portland Cement Association |
| PCI | Prestressed Concrete Institute |
| PDI | Plumbing and Drainage Institute |
| PFI | Pipe Fabrication Institute |
| PS | Product Standard |
| RTI | Resilient Tile Institute (formerly AVATI) |
| SAE | Society of Automotive Engineers |
| SCPRF | Structural Clay Products Research Foundation |
| SI | International Systems of Units (Metric) |
| SIGMA | Sealed Insulating Glass Manufacturers Association |
| SFPA | Southern Forest Products Association |
| SJI | Steel Joist Institute |
| SMA | Screen Manufacturers Association |
| SMACNA | Sheet Metal and Air Conditioning Contractors National Association |
| SPFA | Steel Plate Fabricators Association |
| SPI | Society of the Plastics Industry |
| SPTA | Southern Pressure Treaters Association |
| SSI | Scaffolding and Shoring Institute |
| SSPC | Steel Structures Painting Council |
| SSPWC | Standard Specifications for Public Works Construction (Greenbook) |
| UL | Underwriters' Laboratories |
| UPC | Uniform Plumbing Code |

City of Arvin
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USBR

USGS

WCLA

WCLIB

WIC

WRI

WWPA

U.S. Bureau of Reclamation

United States Geological Survey

West Coast Lumbermen's Association (Std. Grading and Dressing Rule)

West Coast Lumber Inspection Bureau

Woodwork Institute of California

Wire Reinforcement Institute, Inc.

Western Wood Products Association

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

PART 4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES

PART 1 GENERAL

1.1 GENERAL

- A. The Contractor shall provide all temporary facilities and utilities required for completion of the Work as well as safety precautions and programs. No attempt is made to set out in detail the Contractor's means or methods necessary to accomplish the tasks involved.

1.2 TEMPORARY UTILITIES

A. Water

- 1. See Section 01 51 36 -- Watering of these specifications for details. The Contractor may make arrangements with the Arvin Community Services District (ACSD) to use municipal water where appropriate during construction. All fees associated with the procurement of water from the ACSD or others shall be paid by the contractor at no additional cost to the Owner.
- 2. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water.

B. Sanitary Facilities

- 1. The Contractor shall provide suitable and adequate sanitary facilities for the use of its staff at the site of the Work. Such facilities may include chemical toilets or water closets and shall be located at appropriate locations at the site of the Work. All sanitary facilities shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the Work, all such sanitary facilities shall be removed and the site left in a sanitary condition.
- 2. Portable toilets left on site shall be locked at the conclusion of each work day as well as during non-working weekends.
- 3. With respect to sanitation facilities, the Contractor shall cooperate with and follow directions of representatives of the Public Health Service and the State. State and County Public Health Service representatives shall have access to the Work, whether it is in preparation or progress, and the Contractor shall provide facilities for such access and inspection.
- 4. The use of City of Arvin restrooms shall not be allowed by construction personnel.

1.3 *TEMPORARY CONSTRUCTION FACILITIES*

- A. Construction hoists, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and move the loads to which they will be subjected. Railings, enclosures, safety devices, and controls required by law or for adequate protection of life and property shall be provided.
- B. Temporary supports shall be designed with an adequate safety factor to assure adequate load bearing capability. The Contractor shall submit design calculations prepared by a professional registered engineer for staging and shoring prior to application of loads.
- C. Barriers shall be placed at each end of all excavations and at such places as may be necessary along excavations to warn all pedestrian and vehicular traffic of such excavations from one hour before sunset each day to one hour after sunrise of the next day until such excavation is entirely refilled, compacted, and paved. All excavations shall be barricaded in such a manner as to prevent person from falling, walking, or otherwise entering any excavation in any street, roadway, parking lot, treatment plant, or any other area, public or private.
- D. The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, as a minimum, conform to the requirements of Cal/OSHA.
- E. At such time or times any temporary construction facilities and utilities are no longer required for the work, the Contractor shall notify the City Engineer or Consultant of his intent and schedule for removal of the temporary facilities and utilities, and obtain the City Engineer or Consultant's approval before removing the same. As approved, the Contractor shall remove the temporary facilities and utilities from the site as his property and leave the site in such condition as specified, as directed by the City Engineer or Consultant, and/or as indicated on the Plans.

1.4 *ACCESS ROADS AND STAGING AREA*

- A. Adequately access shall be maintained to all storage areas and other areas to which frequent access is required. The Contractor shall limit the location of his storage of equipment and materials to within the project limits only. The Contractor shall make his own arrangements for space that may be required and bear all associated costs. The Contractor shall provide any temporary storage required for the protection of equipment and materials as recommended by manufacturers of such materials.
- B. Storage and protection:
 - 1. Materials and equipment shall be stored in accordance with supplier's written instructions, with seals and labels intact and legible. Exposed metal surfaces of valves, fittings and similar materials shall be coated with accordance with manufacturer's recommendations to prevent corrosion.
 - 2. Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure materials and equipment are undamaged and are maintained under required conditions.

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PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

PART 4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01 51 36

WATERING

PART 1 GENERAL

1.1 WORK INCLUDED

- A. The work of this section consists of furnishing, hauling, and applying water required for compaction of backfills, subgrade, and base course, and for landscaping, and other construction operation.

1.2 RELATED WORK

- A. Section 01 50 00 – Temporary Facilities.
- B. Section 01 57 27 – Dust Control.

1.3 REFERENCES

- A. Section 17 - Watering, State Standard Specifications

PART 2 PRODUCTS

2.1 WATER

- A. Free of debris, organic matter, and other objectionable substances.

PART 3 EXECUTION

3.1 WATER TRUCK

- A. Contractor must have a (minimum) 1,000-gallon capacity water truck on site at all times while subgrade or base materials are exposed.
- B. Alternative means such as water trailers may be used for dust control purposes for exposed sidewalk and gutter subgrade.

3.2 WATER METER

- A. The Contractor must obtain, and pay for a water meter from the Arvin Community Services District to take water from city fire hydrants. All costs associated with receiving municipal water must be accounted for in the Bid Price.

3.3 APPLICATION

- A. Use pressure type distributors or a pipeline equipped with sprinkler system. Provide approved meter devices near points of discharge.

- B. Ensure a uniform application of water for optimum moisture content. Avoid excessive runoff and minimize water waste.
- C. The Contractor may water excavation areas before excavating. Drill full depth of excavation to make moisture determinations.
- D. If over watering occurs, de-water at no additional expense to the Owner.

3.4 DUST CONTROL

- A. The Contractor shall take all reasonable means to minimize inconvenience and injury to the public by dust, noise, diversion of storm water, or other agencies under his control.
- B. Reference Section 01 57 27 – Dust Control

3.5 POTABLE WATER

- A. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water.

3.6 MEASUREMENT AND PAYMENT

- A. Full compensation for furnishing all labor, materials, tools and equipment and for doing all work involved in furnishing and applying water as required by the Contract Documents and Specifications, State Standard Specifications, shall be considered as included in the contract unit prices paid for other items of work and no additional allowance will be made therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

PART 4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01 55 26

TRAFFIC CONTROL

PART 1: GENERAL

- A. Traffic Control: **The Contractor shall prepare a traffic control plan for approval** by City Engineer or Consultant prior to performing work within the public right of way. Contractor shall furnish flagman, install and maintain signs, lights, flags, and other warning and safety devices when performing work which interferes with or endangers the safe movement of vehicular or pedestrian traffic on any street or highway.
- B. Traffic Control Plan: Must be developed and submitted to City Engineer or Consultant prior to commencing any work. It shall be developed by a qualified Traffic Control professional or company. Procedures and signage must be consistent with and compliant with Caltrans Standards and the Caltrans MUTCD.
- C. Pedestrian Safety: The traffic control plan must also address pedestrian safety and access with appropriate signage alerting them about the road work as well as sidewalk work. Walking detours must be established.
- D. Notices to Residents and Businesses: The TCP shall include a procedure for informing adjacent residents and business owners of imminent work which may impact their ability to access their private driveways for any amount of time as well as impacts to the pedestrian sidewalks in the area. A bilingual written notice with dates and a map of the work will be required to be delivered to each affected property. Multiple notices may be required to be sent to the same affected properties if the conditions change. The notices should direct the public to go to city social media for updates as the work progresses. The Contractor should also provide the same notices to the City Engineer for publication on the City Website and city social media accounts.
- E. Notification of Essential Services: The Contractor shall inform essential services of any road closures or any conditions which would make passage by service equipment impossible or impractical no less than 72 hours in advance. The services to communicate with are as follow:
- a. Arvin Police Department: 661-854-5583
 - b. Kern County Fire Department: 661-854-5517
 - c. Hall Ambulance: 661-322-8741

The Contractor should not assume that the City Engineer or Consultant is providing traffic updates to any essential services at any time.

- F. Notification of others: The Contractor shall inform other entities of any road closures or any conditions which would make passage by vehicles such as buses impossible or impractical no less than 72 hours in advance. The services to communicate with are as follow:

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- a. Arvin Union School District: 661-854-6500
- b. Arvin High School: 661-854-5561
- c. Price/Mountainside Disposal: 661-831-2837
- d. Arvin Transit Department: 661-854-3139

The Contractor should not assume that the City Engineer or Consultant is providing traffic updates to any of the above agencies at any time.

PART 2: PRODUCTS

- A. Warning and Safety Devices: Signs, lights, flags and other warning and safety devices and their use shall conform to the requirements set forth in the current "Manual of Traffic Controls - Warning Signs, Lights, and Devices for Use in Performance of Work Upon Highways," published by the State of California, Department of Transportation. Application and use of devices shall be as specified and as directed by the City Engineer or Consultant.
- B. Construction Facilities: Comply with requirements in the current "California Manual of Traffic Controls - Warning Signs, Lights, and Devices for Use in Performance of Work Upon Highways," for the safety of the general public.

PART 3: EXECUTION

3.1 TRAFFIC CONTROL:

- A. A minimum of one (1) traffic lane, not less than twelve (12) feet in width, shall be open for use by public traffic where construction operations are actively in progress. Where construction operations are not actively in progress, not less than two such lanes shall be open for use by public traffic. Public traffic may be permitted to use the shoulders and, if half-width construction methods are used, may also be permitted to use the side of the roadbed opposite to the one under construction. No additional compensation will be allowed for any shaping of shoulders or reshaping of subgrade necessary for the accommodation of public traffic thereon during subgrade preparation and paving operations.
- B. A complete closure of any one street shall be prohibited unless specifically approved in writing by the City Engineer. Such a closure should be specifically addressed in the traffic control plans with an established detour route, and should include accommodations for adjacent residents to continue to have access to their private driveways.
- C. At a minimum, a stabilized and well compacted base material must be provided for vehicular travel at all times. The Contractor must provide ramps or berms to private driveways and at intersections for any elevation changes of $\frac{1}{4}$ " or greater.
- D. The Contractor must provide a temporary stabilized and well compacted driveway to each private driveway if an elevation difference of $\frac{1}{4}$ " or greater is present between the half width roadway and the driveway.
- E. All residents and businesses located along the construction project shall have access to their property through the existing driveways at the end of each day.
- F. In order to expedite the passage of public traffic through or around the work and

where ordered by the City Engineer or Consultant, the Contractor shall, at his own expense, furnish, install, and maintain construction area signs, lights, flares, temporary railing (Type K), barricades, and other facilities for the sole convenience and direction of public traffic. Also, where directed by the City Engineer or Consultant, the Contractor shall furnish competent flagmen whose sole duties shall consist of directing the movement of public traffic through or around the work. The signs "Road Construction Ahead," No. C-18, and "End Construction," No. C-13, shall be furnished, installed and maintained by the Contractor at locations as directed by the City Engineer or Consultant at least forty eight (48) hours in advance of any construction.

- G. Pavement delineation removal shall be coordinated with temporary delineation so that lane lines are provided at all times on traveled ways open to public traffic.
- H. The Contractor shall report all accidents involving the public or only construction personnel to the City Engineer or Consultant immediately.

3.2 *PEDESTRIAN SAFETY:*

- A. Appropriate signage must be placed to inform pedestrians about road and sidewalk work.
- B. Sidewalk access shall not be disrupted on both sides of a street at any time. Pedestrian detour signs shall direct pedestrians to the sidewalk on the opposite side of the street.
- C. The Contractor must place barricades and caution tape around unfinished sidewalk work at the end of each day.

3.3 *ELECTRONIC CHANGEABLE MESSAGE SIGN*

- A. The Contractor shall furnish a minimum of one electronic changeable message sign for the life of the project to inform the public of imminent road work. To the extent possible, the messages should be bilingual, and should include dates and times of work.
- B. Sign should be placed on Haven Drive just off of Comanche Drive, and shall be moved as necessary if conditions change.
- C. Sign shall be placed and operational a minimum of 5 calendar days prior to roadwork commencing.

PART 4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01 56 29

CULTURAL AND ARCHEOLOGICAL COMPLIANCE

PART 1 GENERAL

1.1 CULTURAL RESOURCES

- A. The California Public Resources Code Chapter 1.7, Section 5097.5 makes it a misdemeanor for anyone to knowingly disturb an archaeological historical feature. California Public Resources Code Sections 5097.98 and 5097.99 require protection of Native American remains which may be found and outlines procedures for handling any burials found.
- B. The California Administrative Code, Title 14, Section 4308, requires that no person disfigure any object of historical interest or value. The California Penal Code, Title 14, Part 1, Section 622-1/2 makes it a misdemeanor to destroy anything of historical value within any public place.
- C. Should human skeletal material or archaeological remains be found during construction activities, all work must be halted within thirty (30) meters of the find. The Contractor shall notify the City Engineer immediately. Construction activities within thirty (30) meters of the find shall remain halted until the Contractor has been notified that construction in the vicinity of the find may resume. If, in the opinion of the City Engineer, the Contractor's operations are delayed or interfered with due to investigations made of the archaeological find, the District will compensate the Contractor for such delays to the extent provided in Section 8-1.09, "Right of Way Delays," of the State Standard Specifications.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

PART 4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01 56 32

BIOLOGICAL ASSESSMENT

PART 1 GENERAL

1.1 GENERAL

- A. A biological consultant hired by the City will conduct a biological assessment approximately 14 days before the start of construction and will develop guidelines and precautions for the Contractor to follow during the Work to avoid negative impacts to threatened and endangered species. Different threatened or endangered plant or animal species are known to reside in the general area surrounding the project site. If any evidence of threatened and endangered species are observed during subsequent biological surveys and/or during the course of construction, the Contractor shall comply with any guidelines and precautions developed by the biological consultant during the Work, and coordinate with the biological consultant as needed for compliance.
- B. The biological consultant may be present on-site at any point in time during construction. The biological consultant may issue guidelines and precautions for the Contractor to follow as a result of the pre-construction clearance survey or his presence construction.
- C. If any threatened or endangered species are observed, the Owner shall notify the Contractor of the specific guidelines or precautions issued by the Owner's biologist. The Contractor shall promptly submit a written request to the Owner if such guidelines or precautions are anticipated to cause any change to the Contractor's Work Schedule or Contract as a result of the Contractor's responsibility for compliance with the biological consultants' guidelines and precautions. If, in the opinion of the City Engineer, the Contractor's operations are delayed or interfered with, the Owner will compensate the Contractor for such delays to the extent provided in Section 8-1.09, "Right of Way Delays," of the State Standard Specifications.

END OF SECTION

SECTION 01 57 23

STORM WATER POLLUTION PREVENTION PLAN

PART 1 GENERAL

1.1 WORK INCLUDES

- A. The project has a disturbed area of more than an acre. As such, **a Storm Water Pollution Prevention Plan (SWPPP) is required**. The Contractor shall develop a SWPPP created by a Qualified SWPPP Developer (QSD). Said SWPPP shall be developed in accordance with the NPDES Construction General Permit, and shall utilize Best Management Practices developed by CASQA. The SWPPP should be submitted to the Regional Water Quality Control Board (RWQCB) via the SMARTS system website, and the Contractor shall work with City Staff to certify the documentation and permit. Filing fees shall be paid by the contractor.
- B. Construction work shall not commence until a WDID number is received from the RWQCB.
- C. **Penalties:** Failure to comply with this Section may result in significant fines and possible imprisonment. The RWQCB or other prosecuting authority may assess fines for each violation. Should the City be fined or penalized as a result of the Contractor failing to comply with this Section and applicable permit requirements, the Contractor shall reimburse the City for any and all fines, penalties and related costs.
- D. All costs for work required for compliance with this Section shall be included in the "SWPPP/DCP" bid price .

1.2 GENERAL REQUIREMENTS

- A. The Contractor shall exercise care in preserving vegetation and protecting property, to avoid disturbing areas beyond the limits of the Work and promptly repair any damage caused by Contractor operations.
- B. The Contractor shall provide all necessary water pollution control devices to prevent, control, and abate water pollution, and implement good housekeeping pollution control measures to reduce the discharge of pollutants from the Site to the maximum extent practicable. These water pollution control devices include structural BMPs, drains, gutters, slope protection blankets and retention basins and shall be constructed concurrently with other Work at the earliest practicable time.
- C. Stockpiles of earth and other construction-related materials shall be protected from being transported from the Site by wind or water at all times.

- D. The Contractor shall properly store and handle fuels, oils, solvents, and other toxic materials in a manner not to contaminate the soil or surface waters, enter the groundwater, or be placed where they may enter a live stream, channel, drain, or other water conveyance facilities. All approved toxic storage containers shall be protected from weather. Spills shall be cleaned immediately and cleanup materials shall be properly disposed of. Spills shall not be washed into live streams, channels, drains, storm drains, or other water conveyance facilities.
- E. Excess or waste concrete shall not be washed into the public way or any drainage systems. The concrete wastes shall be retained on-site in appropriate storage containment areas until they can be appropriately disposed of or recycled. Concrete wastes shall not be washed into live streams, channels, drains, storm drains, or other water conveyance facilities.
- F. Non-stormwater runoff from equipment or vehicle washing and any other activities shall be contained at the work site and properly disposed of. Non-stormwater runoff shall not be allowed to enter live streams, channels, drains, storm drains, or other water conveyance facilities.
- G. The Contractor shall prevent sediments and other materials to be tracked from the Site by vehicle traffic. Construction entrance roadways shall be stabilized to inhibit sediments from being deposited onto public ways. The Contractor shall immediately sweep up accidental depositions and not allow depositions to be washed away by rain or by any other means.

1.3 REGULATORY REQUIREMENTS

- A. The Contractor shall comply with the requirements of the RWQCB, Owner and any other agencies having jurisdiction in stormwater discharges and non-stormwater waste management.

1.4 SWPPP IS A LIVING DOCUMENT – RIGHT TO INSPECT

- A. The Contractor shall have an updated copy of the SWPPP on the job site at all times.
- B. A SWPPP is a living document. The Contractor, QSD, and QSP shall be responsible for making sure the job site copy is updated regularly as rain events occur, inspections are made, or if illicit discharges are noted.
- C. The City Engineer or Consultant shall have the right to inspect the job site copy of the SWPPP at any time. If deficiencies are observed, the Contractor must remedy the document immediately to the satisfaction of the Engineer or Consultant at no additional cost to the City.

PART 2 PRODUCTS

2.1 GENERAL

- A. Materials furnished for BMPs shall meet the requirements of the California Stormwater Quality Association, Stormwater Best Management Practice Handbook, Construction – November 2009 edition (or most current version) unless otherwise indicated.
- B. Before the work begins, sufficient equipment shall be available on the site to assure that the operation and adequacy of the erosion control plans can be continuously maintained.

PART 3 EXECUTION

3.1 GENERAL

- A. The contractor must employ a Qualified SWPPP Practitioner (QSP) through the life of the project to adequately implement the SWPPP submitted to the RWQCB. Said QSP must be identified in the SWPPP.
- B. The Contractor shall install and maintain all erosion and sediment control measures and carry out inspection as necessary and to the satisfaction of the City Engineer or Consultant.
- C. Sediment transport and erosion from working stockpiles shall be controlled and restricted from moving beyond the immediately stockpile area by implementing applicable BMPs, including but not limited to construction of temporary toe-of-slope ditches and accompanying silt fences as necessary. If the BMPs prove inadequate to control sediment transport and erosion on the Site, the Contractor shall without delay implement additional provisions to obtain effective control.
- D. The Contractor shall be responsible for taking the proper actions to prevent contaminants and sediments from leaving the project Site. The Contractor shall take immediate action if directed by the City Engineer or Consultant, or if the Contractor observes contaminants and/or sediments entering the storm drainage system, to prevent further stormwater from entering the system.
- E. The City Engineer or Consultant shall reserve the right to periodically inspect BMPs and overall implementation of the SWPPP, and to inform the Contractor when deficiencies are noted. The Contractor shall immediately correct such deficiencies at no additional cost to the City.

3.2 REPORTING AND SMARTS SYSTEM

- A. The Contractor, QSD, and QSP are solely responsible for the development of the

SWPPP, submission to the RWQCB SMARTS system, and regular interaction with the SMARTS system to update SWPPP information, additional reports such as in the event of rain events, and for the submission of an NOI and NOT. The City assumes no responsibility beyond what is normally required of the "Legally Responsible Person". The Contractor shall indemnify and hold harmless the City of Arvin for any liability related to improper, inaccurate, or insufficient reporting to the RWQCB and the SMARTS system for the life of the project.

- B. Final retention will not be processed or approved until a NOT is submitted and approved by the SMARTS system.

3.3 *TRACKOUT AND STREET SWEEPING*

- A. Mitigation of construction track out is of paramount importance to the City. This item must be addressed in the SWPPP, and may include a combination of stabilized construction entrances, tire washing, and or street sweeping.
- B. The City Engineer or Consultant shall reserve the right to require additional street sweeping if track out is observed to be particularly concerning in any particular area. The Contractor must immediately remedy the track out at no additional cost to the City.

3.4 *NON-STORMWATER DISCHARGES*

- A. If non-stormwater pollution occurs in the work area for any reason or when the Contractor becomes aware of any violation of this Section, the Contractor shall correct the problem and shall inform the City Engineer or Consultant.

3.5 *FIELD QUALITY CONTROL*

- A. The Contractor shall maintain the BMPs and other protective measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, by restoration of destroyed vegetative cover, and by repair of erosion and sediment control measures and other protective measures.

The City Engineer or Consultant retains the right to require corrections to the BMPs at any time at no additional cost to the City.

3.6 *INSPECTIONS*

- A. **Weekly Inspections:** The Contractor shall inspect disturbed areas of the construction site, areas that have not been finally stabilized used for storage of materials exposed to precipitation, stabilization practices, structural practices, other controls, and area where vehicles exit the Site. Any BMPs found to be in disrepair shall be restored or replaced immediately.
- B. **Storm Event Inspections:** The Contractor shall inspect disturbed areas of the construction site, areas that have not been finally stabilized used for storage of

materials exposed to precipitation, stabilization practices, structural practices, other controls, and area where vehicles exit the Site within 48 hours prior to a storm event (with NOAA probability prediction of 50% or greater), every 24 hours during the storm event (during normal business hours) and within 48 hours of the end of any storm that produces 0.5 inches or more rainfall at the site. Any BMPs found to be in disrepair shall be restored or replaced immediately.

- C. The Contractor shall inspect discharge locations or points to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Inspect locations where vehicles exit the Site for evidence of offsite sediment tracking.

3.7 MAINTENANCE OF TEMPORARY FACILITIES

- A. Inspect erosion and sediment control structures daily.
- B. Sediment shall be removed from behind run off control structures after each storm, or as directed by the City Engineer or Consultant or Consultant.
- C. If areas are seeded, Contractor shall examine those areas during and after major storms to check that grass is becoming established.

3.8 DISPOSAL OF SEDIMENT FROM STORM WATER POLLUTION CONTROL STRUCTURES

- A. Sediment excavated from temporary sediment control structures shall be disposed on the site with general fill or with topsoil. Sediment shall be allowed to dry out as required before reuse. All trash shall be removed before reuse.
- B. Contractor shall place the sediment removed from traps and other structures where it will not enter a storm drain or water course and where it will not immediately reenter the basin.

3.9 REMOVAL OF TEMPORARY STORM WATER POLLUTION CONTROL MEASURES

- A. Temporary control measures shall be removed once grading is completed and slopes have stabilized, and permanent drainage works have been constructed. Contractor shall not breach any temporary control structures until the associated catchment area is complete unless approved by the City Engineer or Consultant or Consultant.

PART 4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01 57 27

DUST CONTROL

PART 1 GENERAL

1.1 GENERAL

- A. The work of this section consists of implementing measures to prevent air pollution during construction activities, and in accordance with Federal, State, and local regulations.
- B. The project is more than an acre, and **a dust control plan is required**. The Contractor shall be responsible for developing a Dust Control Plan ("DCP"), and must submit it for approval to the San Joaquin Pollution Control District (SJVAPCD). All fees must be paid for by the contractor at no additional cost to the City.

1.2 RELATED WORK

- A. Section 01 50 00 – Temporary Facilities
- B. Section 01 51 36 – Watering
- C. DIVISION 2 – SITE WORK

1.3 QUALITY ASSURANCE

- A. Control the rate and effect of watering in such a manner as to avoid all objectionable settlement and subsidence as approved by the City Engineer or Consultant and to assure the integrity of the finished work.
- B. Arrange demolition activities to minimize dust to the maximum practical extent. Clearing, excavation, and grading shall be limited to those areas of the Project site necessary for construction. Minimize the area exposed and unprotected.
- C. Clearly mark and delineate the work limits activities. Equipment shall not be allowed to operate outside the limits of work or to disturb existing vegetation.

1.4 REGULATORY REQUIREMENTS

- A. Contractor shall comply with all provisions of the SJVAPCD regulations, as well as Federal and State regulations.
- B. The Contractor shall contact the SJVAPCD and provide a notification of construction activities in lieu of being required to produce a dust control plan.

1.5 *PENALTIES*

- A. Failure to comply with this Section may result in significant fines and possible imprisonment. The SJVAPCD or other prosecuting authority may assess fines for each violation. Should the City be fined or penalized as a result of the Contractor failing to comply with this Section and applicable permit requirements, the Contractor shall reimburse the City for any and all fines, penalties and related costs.
- B. The Contractor shall indemnify and hold harmless the City of Arvin for any liability related to improper, inaccurate, or insufficient implementation of a DCP.

1.6 *RIGHT TO INSPECT*

- A. The Contractor shall have an copy of the DCP on the job site at all times.
- B. The City Engineer or Consultant shall have the right to inspect the job site copy of the DCP at any time. If deficiencies are observed in the implementation of the DCP, the Contractor must remedy the deficiency immediately to the satisfaction of the Engineer or Consultant at no additional cost to the City.

PART 2 PRODUCTS

2.1 *EQUIPMENT*

- A. Before the work begins, sufficient equipment and resources shall be available on the site to assure that the operation and adequacy of the dust control measures can be continuously maintained.

2.2 *DUST CONTROL MEASURES*

- A. Water shall be available to the contractor for dust control as specified in section 01 50 00 – Temporary Facilities and 01 51 36 – Watering.
- B. Gravel used for Gravel Pads shall be washed gravel, a minimum of one inch in diameter, and shall be placed a minimum of six inches deep.

PART 3 EXECUTION

3.1 *GENERAL DESCRIPTION*

- A. Dust control measures shall include, but may not be limited to: Water application, dust suppressant application, physical barriers limiting site access, reduction of vehicle speed on site, utilization of gravel pads, utilization of grizzlies, and wheel washers. If physical barriers are utilized, the City Engineer or Consultant shall approve the location, size, and type. Physical barriers shall be removed upon project completion.
- B. Furnish, install, maintain, and operate necessary control measures and other

equipment necessary to prevent dust. Temporary measures shall be to Contractor's own design and Contractor shall be solely responsible for risks related to the management of dust control during construction.

3.2 *MAINTENANCE OF TEMPORARY FACILITIES*

- A. Inspect dust control facilities daily.
- B. Sediment shall be removed from grizzlies, gravel pads, and/or paved surfaces regularly or as directed by the City Engineer or Consultant.
- C. If areas are seeded, contractor shall examine those areas during or after major storms to check that grass is becoming established.

3.3 *DISPOSAL OF SOIL FROM PAVED SURFACES AND DUST CONTROL DEVICES*

- A. Soil excavated from temporary dust control structures shall be disposed on the site with general fill or with topsoil. Soil shall be allowed to dry out as required before reuse. Any trash shall be removed before reuse.
- B. Contractor shall place the sediment removed from traps and other structures where it will not enter immediately reenter the device or paved area.

3.4 *REMOVAL OF TEMPORARY DUST CONTROL MEASURES*

- A. Temporary control measures shall be removed once grading is completed and soils have stabilized.

3.5 *DUST CONTROL*

- A. The Contractor shall take whatever legal steps, procedures, or means as are required to limit dust generated by his operations during the Work, including Saturdays, Sundays, and Holidays. Dust shall be controlled to the standards of the local governing agency or, in the absence of local standards, to the satisfaction of the City Engineer or Consultant. Dust control shall extend to any unpaved road which the Contractor or any of his subcontractors are using, to excavation or fill areas, to demolition operations, and to other activities. Control shall be by sprinkling, use of dust palliatives, modification of operations, or any other means acceptable to the local governing agency or, in the absence of same, the City Engineer.
- B. If the dust control is not adequate in the opinion of the City Engineer or Consultant, this work may be done by others, and the cost shall be deducted from the total payment due the Contractor.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

PART 4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01 57 50

CONSTRUCTION STAKES, LINES, AND GRADES

PART 1 GENERAL

1.1 LINES AND GRADE

- A. The Work shall be executed in accordance with the lines and grades indicated in the Contract Documents. Distances and measurements, except elevations and structural dimensions, shall be made on horizontal planes.

1.2 OWNER'S SURVEY SERVICES

- A. Construction surveying and staking for construction will be done by the City Surveyor. The City Surveyor will provide the following construction staking:
 - 1. One set of stakes for limits of demolition on offsets.
 - 2. One set of grade control stakes for the top of grade on offsets at 50 foot intervals for new pavement, and at grade breaks, tangents and angle points.
- B. Additional detail staking layout will be the responsibility of the Contractor, and shall be addressed via a deductive change order.
- C. The Contractor shall be responsible for preserving construction survey stakes, permanent survey monuments and bench marks for the duration of their usefulness. If any construction survey stakes permanent survey monuments or benchmarks are lost or disturbed and need to be replaced, such replacement shall be made by the Engineer at the expense of the Contractor, and shall be addressed via a deductive change order.
- D. The Contractor shall notify the City Engineer or Consultant or Construction Manager at least five (5) working days before he will require survey services in connection with laying out of any portion of the Work. Such notification shall be in writing, and shall clearly indicate what is being requested to be staked, and at what intervals and offsets. Such requests cannot be made in the field when the City Survey team arrives. The Contractor at his own expense shall dig all holes necessary for line and grade stakes prior to requesting survey services that depend on such digging.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

PART 4 MEASUREMENT AND PAYMENT

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

END OF SECTION

SECTION 01 70 00
CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 GENERAL

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

1.2 PUNCHLIST

- A. The Construction Manager will maintain a list of incomplete or damaged items throughout the life of the project. Items on this list will be required to be completed and signed off on by the Construction Manager at the conclusion of all construction activities. Those items on the list will be those required by the drawings or specifications, and the completion of each item shall not entitle the Contractor to additional compensation.
- B. The Construction Manager will conduct a punchlist meeting with the Contractor(s) to discuss those items on the list. Said meeting will occur soon after Contractor notification that all work items have been completed. After the meeting, the Construction Manager will transmit a copy of the list to the Contractor.
- C. Project will not be able to be formally closed out until all punchlist items are addressed, and signed off on by the Construction Manager.

1.3 CLEANING

- A. Throughout the period of construction the Contractor shall keep the Work site free and clean of all rubbish and debris, and shall promptly remove from the site, or from property adjacent to the site of the Work, all unused and rejected materials, surplus earth, concrete, plaster, and debris, excepting select material which may be required for refilling or grading.

1.4 FINAL SITE CLEAN-UP

- A. Upon completion of the Work, and prior to final acceptance, the Contractor shall remove from the vicinity of the Work all paint, surplus material, and equipment belonging to him or used under his direction during construction.
- B. The Contractor shall restore to original condition all property not designated for alteration by these Contract Documents.

1.5 WASTE DISPOSAL

- A. The Contractor shall dispose of surplus materials, waste products, demolition materials, and debris. The Contractor shall transport and dispose of waste materials in accordance with applicable laws and regulations.

1.6 *PROJECT RECORD DOCUMENTS*

- A. The Contractor shall maintain at the site, available to the Owner and City Engineer or Consultant, one copy of the Contract Documents, Drawings, Shop Drawings, Change Orders, and other modifications in good order and annotated to show all changes made during construction. These Documents shall be delivered to the City Engineer or Consultant for the Owner upon completion of the Work.
- B. Record documents shall be reviewed during progress meetings to ascertain that all changes have been recorded.
- C. Store Record Documents separate from documents used for construction.

1.7 *TOUCH-UP AND REPAIR*

- A. The Contractor shall touch-up or repair finished surfaces on structures, equipment, fixtures, or installations that have been damaged prior to final acceptance. Surfaces on which such touch-up or repair cannot be successfully accomplished shall be completely refinished or in the case of hardware and similar small items, the item shall be replaced. Such items shall include, but not be limited to, the following:
 - 1. Road surfaces
 - 2. Exposed structure surfaces
 - 3. Exposed piping surfaces
 - 4. Light poles
 - 5. Striping
 - 6. Concrete sidewalks

1.8 *FINAL ACCEPTANCE AND NOTICE OF COMPLETION*

- A. The project and contract shall be considered to be “closed out” only after the City Council for Arvin has approved a NOTICE OF COMPLETION at a regularly scheduled City Council meeting. All standard and special warranties shall not commence until the NOC is approved by the Council.

1.9 *WARRANTY*

- A. The Contractor shall provide a certificate of warranty at the conclusion of all construction activities. This warranty shall be for a period of time as required by the Construction Agreement. The commencement date of the warranty shall be the date that the City Council approved the project and issues a Notice of Completion.

City of Arvin
Urban Greening Pathways Project

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

PART 4 MEASUREMENT AND PAYMENT

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

END OF SECTION