

DONALD R. WARREN CO.  
ENGINEERS

LOS ANGELES

SAN FRANCISCO

SPECIFICATIONS  
FOR  
CLEARING OF WATER STORAGE AREA  
AT MATILIJA DAM

VENTURA COUNTY FLOOD CONTROL DISTRICT  
ZONE 1  
CALIFORNIA



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INDEXSPECIFICATIONS FOR CLEARING OF WATER STORAGE AREAAT MATILIJA DAM

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## SECTION 1

### GENERAL CONDITIONS

1-01. Definitions. Wherever in the specifications or upon the drawings the words directed, required, permitted, ordered, designated, prescribed, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the District's representative is intended; and similarly, the words approved, acceptable, satisfactory, or words of like import, shall mean approved by, acceptable to, or satisfactory to the District's representative, unless otherwise expressly stated. The following terms as used in this contract shall be defined and interpreted as follows:

(a) "Contract" or "This Contract". The particular contract executed by the Contractor and the District of which these General Conditions are integral parts.

(b) "Contractor." The person, firm or corporation to whom this contract is awarded by the District and who is a party thereto.

(c) "District." The entity that is a party to this contract, contracting under the official name of Ventura County Flood Control District, Zone 1, or a properly authorized agent thereof.

(d) "Engineer" shall mean Donald R. Warren Co., or a properly authorized representative thereof.

(e) "Subcontractor." Any person, firm or corporation other than an employee of the Contractor, supplying, for and under agreement either with the Contractor or any subcontractor of the Contractor, labor or materials, or both, at the site of the project in connection with this contract.

(f) "Project." The clearing of Water Storage Area to be completed in whole through the performance of this contract.

(g) "Work on the Project." Such work as is performed or ordinarily would be performed at the site of the project.

(h) "Surety." Any firm or corporation executing a surety bond or bonds payable to the District, securing the performance of the contract either in whole or in part.

1-02. In Conflict of Provisions, the stipulations of the "General Conditions" take precedence over all other provisions of the contract unless they are specifically waived. All provisions in any other part of this contract which may be in conflict or inconsistent with any provision in the "General Conditions" shall be void to the extent of such conflict or inconsistency.



1-03. Notice and Service Thereof. Any notice from one party to the other under the contract shall be in writing, and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, namely: (a) if the notice is given to the District by personal delivery thereof to the individual duly authorized to direct and supervise the project for the District; or by depositing the same in the United States mails, enclosed in a sealed envelope, addressed to the District for the attention of said individual, postage prepaid and registered; (b) if the notice is given to the Contractor, by personal delivery thereof to said Contractor or to his foreman at the site of the project, or by depositing the same in the United States mails, enclosed in a sealed envelope, addressed to the Contractor at his regular place of business or at such other address as may have been established for the conduct of the work under this contract, postage prepaid and registered; or (c) if the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mails, enclosed in a sealed envelope, addressed to such surety or other person, at the address of such surety or other person last communicated by him to the party giving the notice, postage prepaid and registered.

1-04. Commencement and Completion of Work. The Contractor will be required to commence work at the site within ten (10) calendar days after the award of the contract and to complete the entire work for use in accordance with the conditions set forth in the accepted bid with the time stated for completion to include the final clean-up of the premises resulting from construction operations.

1-05. Prosecution of Work. The Contractor shall at all times during the continuance of the contract prosecute the work with such force and equipment as in the judgment of the Engineer is sufficient to complete it within the dates specified.

1-06. Delays and Extension of Time. Only where delays are the result of any act or neglect of the District, the Engineer or separate Contractor employed by the District, and not due to any fault or neglect of the Contractor (as determined by the Engineer) will an extension of time be granted by the District. The Contractor shall immediately notify the Engineer of the conditions requiring his claim for extension of time. The length of extension where allowed shall be determined by the Engineer.

The District reserves the right of suspending the whole or any part of the work without compensation for loss to the Contractor for such suspension other than extending the time of completing the work as much as it may have been delayed ( in the judgment of the Engineer) by the suspension.

1-07. Permits and Compliance with Law. The Contractor shall, at his expense, obtain all permits and licenses necessary for the performance of this contract, and give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the contract, except as otherwise specified.

1-08. Materials, Services and Facilities. It is understood that except as otherwise specifically stated in the contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete the contract within the specified time.

1-09. Camp and Camp Site. Should the Contractor elect to build a camp, it shall be constructed, maintained, operated and removed by the Contractor in such manner as approved by the Engineer.

(a) Area for Use of Contractor. The Contractor shall confine his apparatus to such area as designated by the District.

(b) Regulations. The Contractor shall enforce any instructions of the District regarding signs, advertising, fires, danger signals, barricades, and smoking, and shall require all persons employed on the work to comply with all regulations while on the site.

(c) Sanitary Arrangements. The Contractor shall, at the beginning of the work, build toilet sheds adequate for the required use at a location acceptable to the Engineer.

The Contractor shall install temporary fixtures in the building and shall build temporary partitions around the same.

(d) Drinking Water in sufficient quantities for the required use, and of a quality acceptable to the Engineer, shall be furnished by the Contractor.

(e) Removal of any temporary site structures shall be made by the Contractor upon completion of the work.

1-10. Labor.

(a) Character of Workmen. The Contractor shall employ only orderly, competent and skillful men to do the work. Where informed by the Engineer that any man or men are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not be re-employed on the same job without the Engineer's approval.

(b) Local Labor Preference. Contractor shall hire workmen living in Ventura County, California, wherever possible. Only where workmen of the proper qualifications cannot be secured will non-resident workmen be allowed on the job.



(c) Wage Rates on this project shall be as set forth in the invitation to bid.

(d) Overtime. Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the District.

1-11. Warranty of Title. No supplies or equipment for the work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all supplies and equipment used in the work and agrees upon completion of all work to deliver the project to the District free from any claims, liens, or charges; and further agrees that neither he nor any person, firm or corporation furnishing any materials or labor for any work covered by this contract shall have any right to a lien upon the project. Nothing contained in this section shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the District.

1-12. Rejection of Unsatisfactory Work. The District shall have the right to reject work found unsatisfactory by the Engineer and to require the correction of such work. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the District may correct same and charge the expense to the Contractor.

1-13. Conduct of Work by Contractor. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the contract.

(a) Protection and Maintenance of Public and/or Private Property. The Contractor shall take adequate precautions to protect existing pavements, utilities, adjoining property and structures, and to avoid damage thereto, and he shall at his own expense completely repair any damage thereto caused by his operations.

(b) Accident Prevention. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws and codes shall be observed.

(c) In an Emergency Affecting the Safety of Life or Property, the Contractor, without special instruction or authorization from the District, is authorized to act at his discretion to prevent such threatened loss or injury; and he shall so act as if instructed to do so by the District.

(d) Superintendence by Contractor. The Contractor shall give his personal superintendence to the work or have a competent superintendent or foreman on the work at all times during progress with authority to act for him.



(e) Lines. The Engineer will establish the reference points to which the Contractor will work and will check final lines worked to by the Contractor.

1-14. Contract Security. The Contractor shall furnish a surety bond in an amount equal to fifty percent (50%) of the contract price as security for the faithful performance of this contract, and shall furnish a separate bond in an amount equal to fifty percent (50%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract. The aforesaid bond or bonds shall be in form and provisions satisfactory to the District.

1-15. Insurance. In the event the form of any policy or certificate, or the amount of the insurance or the companies writing same are not satisfactory to the District, the Contractor shall furnish other policies or certificates in form and amount, and with companies satisfactory to the District. The Contractor shall not cause any policy to be cancelled or permit it to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation or a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the District stating when, not less than ten (10) days thereafter, such cancellation or reduction shall be effective. All certificates of insurance, authenticated by the proper officer of the insurer, shall state in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date, and the above mentioned notice of cancellation clause.

(a) Protection for Workmen. In addition to such other insurance that may be required under this contract, the Contractor shall provide adequate workmen's compensation insurance for all employees employed under this contract on the project who may come within the protection of workmen's compensation laws and shall provide, where practicable, employers' general liability insurance for the benefit of his employees not protected by such compensation laws, and proof of such insurance satisfactory to the District shall be given.

(b) Approval of Insurance Companies. All insurance required to be carried under this contract shall be written with such company as may be acceptable to the District. Satisfactory certificates of said insurance shall be filed with the District in triplicate prior to the commencement of operations by the Contractor.

(c) The Contractor as Self-Insurer. If the Contractor fully satisfies the District of his responsibility and capacity under the applicable workmen's compensation laws, if any, to act as self-insurer, he may so act, and in such case the insurance required by paragraph (a) of this section need not be provided.

(d) Public Liability Insurance. The Contractor shall take out, maintain, and pay for, during the performance of his work, public liability insurance covering all claims of damage or injury which may arise out of the performance of the contract. This policy will be for the protection of the Contractor and subcontractors and contingent liability to protect the District and will be in the amounts of Fifty Thousand Dollars (\$50,000.00) for one (1) person or one (1) accident, and Five Hundred Thousand Dollars (\$500,000.00) for more than one (1) person or one (1) accident.

1-16. Assignment of Contract. The Contractor shall not assign this contract or any part thereof, nor any moneys due or to become due thereunder without the prior written consent of the District. No assignment of this contract shall be valid unless it shall contain provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or supplies provided for performance of the work called for under this contract in favor of all persons, firms, or corporations rendering such services or providing such supplies.

1-17. Subcontractors. The Contractor shall not subcontract any work to be performed in the performance of this contract.

1-18. Mutual Responsibility of Contractors. If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor of any other contractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor by agreement or arbitration; if such other or subcontractor shall assert any claim against the District on account of any damage alleged to have been so sustained, the District shall notify the Contractor, who shall indemnify and save harmless the District against any such claim.

The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other contracts that have been or may be awarded by the District in the prosecution of the project to the end that the Contractor may perform this contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to the Contractor exclusive occupancy of the site of the project. The Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the project. If the performance of any contract for the project is likely to be interfered with by the simultaneous execution of some other contract or contracts, the District shall decide which contractor shall cease work temporarily and which contractor shall continue, or whether the work under the contracts can be coordinated so that the contractors may proceed simultaneously. The District shall not be responsible for any damages suffered or extra costs incurred by the Contractor, resulting directly or indirectly



from the award or performance or attempted performance of any other contract or contracts on the project, or caused by any decision or omission of the District respecting the order of precedence in the performance of contracts.

1-19. Other Contracts. The Contractor shall fully cooperate with other contractors and fit his own work to that provided under other contracts at points of common operation.

1-20. Right of Engineer to Modify Methods and Equipment may be exercised where safety provisions, the quality and/or rate of progress of the work, are considered below requirements in the judgment of the Engineer.

1-21. Termination for Breach, etc. If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if he should violate any of the provisions of this contract, the District may serve written notice upon him and his surety of its intention to terminate this contract, with such notice to contain the reasons for such intention to terminate this contract; and, unless within ten (10) days after serving of such notice, such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination the District shall immediately serve written notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the contract, provided, however, that if the Surety within fifteen (15) days after the serving upon it of notice of termination does not perform the contract or does not commence performance thereof within thirty (30) days from the date of the serving of such notice, the District may take over the work under the contract and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and his Surety shall be liable to the District for any excess cost or other damages occasioned the District thereby, and in such event the District may, without liability for so doing take possession of and utilize in completing the contract, such supplies, equipment, and other property belonging to the Contractor as may be on the site of the project and necessary therefor.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

1-22. Claims of Contractor against the District. If the Contractor should claim that any instruction, request, specification, action, condition, omission, default or other situation obligates or may obligate the District to pay

additional compensation to the Contractor or to grant an extension of time for the completion of the contract or constitutes a waiver of any provision in the contract, he shall notify the District in writing of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of any such claim against the District. If such notice be given in apt time, the procedure for its consideration shall be as stated above in this Section.

1-23. Payments to Contractor. The making of any payment to the Contractor under this contract shall not relieve the Contractor of his obligations hereunder. The Contractor is obligated to complete the contract in its entirety and to deliver to the District such completed work as is specified in the Contract, and until this contract is fully performed by the Contractor and the work produced thereby is accepted by the District, the Contractor shall be obligated to correct any fully or partially completed work required to be provided under the contract.

(a) Payment for Work Covered by Lump Sum Bid. The Contractor shall under the lump sum contract price furnish and pay for all labor, materials, equipment; and perform all work which may be necessary to carry out the contract.

(b) Payment for Extra, Additional or Omitted Work. The District, upon proper action by its governing body, may require ~~trimming of trees, or~~ additions to, or deduction from the work to be performed pursuant to this contract. No employee, agent or representative of the District, with the exception of the governing body authorized to award this contract, has any power to approve any change in this contract, and it is the responsibility of the Contractor before proceeding with any change to satisfy himself that the change has been properly authorized in behalf of the District. No charge for any extra work or any other change in the contract will be allowed unless the extra work or change has been authorized in writing by the District, and the price therefor is stated in such written authority.

Adjustments, if any, in the amounts to be paid to the Contractor by reason of any such change, addition, or deduction, shall be determined by one or more of the following methods:

(1) By an acceptable lump sum proposal from the Contractor.

(2) By a cost method pursuant to which the Contractor shall be paid the cost of the change or addition. He shall be required to keep and present in such form as the District may direct a correct account of the cost of the change or addition together with all vouchers therefor. The cost may include an



allowance for overhead and profit not to exceed fifteen percent (15%) of the net cost.

In computing the cost, there shall be considered reasonable and proper net expenditures for labor, materials, power tools and equipment, pro rate charges for foremen, deductions for security, old age and unemployment benefits and workmen's compensation insurance and surety bond premium. No overhead and profit shall be allowed on the deductions for social security, old age and unemployment benefits. All other expenditures shall be treated as overhead costs.

The Contractor shall, when required by the District, furnish and itemized breakdown of the quantities and prices used in computing the value of any change, addition or deduction that might be ordered.

1-24. District's Right to Withhold Certain Amounts and Take Application Thereof. In addition to the amount which the District may otherwise retain under the contract, the District may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor, as in its judgment may be necessary to cover:

(a) Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this contract.

(b) Defective work not remedied.

The District in its discretion may apply such withheld amount or amounts to the payment of such claims. In so doing, the District shall be deemed the agent of the Contractor, and any payment so made by the District shall be considered as a payment made under the contract by the District to the Contractor, and the District shall not be liable to the Contractor for such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims. The District will render to the Contractor a proper accounting of such funds disbursed in behalf of the Contractor.

1-25. Payments by Contractor. The Contractor shall pay:

(a) For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered.

(b) For all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 29th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

1-26. Discontinuance of Work. If for any reason beyond the control of the District, it is necessary for the District to order the discontinuance of the work after the contract is awarded, the District shall pay to the contractor the actual cost of the work performed plus fifteen percent (15%) to cover all overhead, cost of operation and profit.

1-27. Board Orders relative to Public Works, Resolution 1190 - 3 orders on following sheets.



## SECTION 2

### CLEARING OF WATER STORAGE AREA

2-01. Scope The work of this section consists of furnishing all labor, materials and equipment, and performing all operations required to clear the Reservoir Storage Area as indicated on the drawing No. H-1, titled "Matilija Dam, Ventura County Flood Control District, Zone 1, California," as specified herein.

2-02. General The area to be cleared is approximately 125 acres contained within the reservoir site below elevation eleven hundred twenty-five feet (1125'). The site shall be cleared by removal or burning all trees, brush, limbs, logs and wood debris. Trees shall be cut within eighteen inches (18") of the ground line and brush shall be cut to the ground line. It is not deemed necessary to grub grass, brush roots, tree roots or other substances below natural ground. All trees and brush becomes the property of the Contractor.

Material cleared may be burned within the reservoir area at locations approved by the District and/or Fire Warden. Unburned materials and materials which have not been carried to complete combustion shall be removed from the site and disposed of at approved locations. Materials burned completely to ashes may be left at the site.

2-03. Regulations of the County Fire Warden's office located at 735 Santa Barbara Street, Santa Paula, California, and regulations of the U. S. Forest Service shall be fully complied with, and any permit required shall be furnished by the contractor.

2-04. Equipment The Contractor shall submit a description of the equipment he proposes to use in performing the work for approval by the Engineer as insuring efficient operations necessary to complete work as scheduled.

2-05. Completion of Work All work specified herein shall be completed not later than December 1, 1946, unless an extension of time has been granted due to delay in awarding the contract after bids are opened. Furthermore, an extension of time will be granted in case lack of rain prohibits the burning of brush and debris within the original time limit of the project.

2-06. Payment for the work covered in this specification will be made at the lump sum paid in the proposal subject to any authorized additions or deductions. Monthly partial payments will be made amounting to 90 per cent of specific work completed up to date of estimate. Payments will be made by the 10th of the month following the month in which work is accomplished and the submission of certified estimate by the Resident Engineer.

Final payment upon completion and acceptance of the project and upon the filing of a Notice of Completion as required by law, a payment will be made which will bring total payments received by the contractor up to 90 percent of the total project, the remaining 10 per cent will be paid thirty-five (35) days after filing the Notice of Completion, provided, the contractor has settled any claims that may have been filed against him.



INVITATION TO BID  
AND  
SPECIFICATIONS  
FOR

CLEARING OF WATER STORAGE AREA  
AT MATILIJA DAM

VENTURA COUNTY FLOOD CONTROL DISTRICT  
ZONE 1.

Adopted and approved by the Board of Supervisors,  
Ventura County Flood Control District, September 17, 1946.

VENTURA COUNTY FLOOD CONTROL DISTRICT  
VENTURA COUNTY, CALIFORNIA

Invitation for Bids

Sealed bids will be received by the County Clerk and Ex-Officio Secretary of the Board of Supervisors of the Ventura County Flood Control District, at his office in the Court House at Ventura, California, until 11 o'clock a.m. Tuesday, October 15, 1946, for furnishing all plants, labor, materials, equipment and miscellaneous items, necessary to accomplish the "Clearing of Water Storage Area at Matilija Dam," located on Matilija Creek, approximately 16 miles north of the City of Ventura, California, in strict accordance with the plans, specifications, drawings and contract and other documents relating thereto.

QUANTITIES OF WORK

| Item<br>No. | Work                           | Quantity |
|-------------|--------------------------------|----------|
| 1.          | Clearing of Water Storage Area | Lump Sum |

No allowances will be made other than for the above unit or lump sum items except as specifically called for in specifications and contract documents.



Plans and specifications for this work are on file in the office of the County Clerk, and in the office of the County Surveyor, to which bidders are hereby referred, and copies thereof may be obtained from the Surveyor's office upon giving a deposit of Ten Dollars (\$10.00) which amount will be returned upon return of said plans and specifications in good condition within ten (10) days after the date of the opening of the bids.

Bids must be submitted upon forms furnished by the Surveyor's office and must be enclosed in a sealed envelope addressed to the Board of Supervisors, Ventura County Flood Control District, and marked in upper left hand corner, "Bid on Clearing Water Storage Area, Matilija Dam," and must be delivered to County Clerk prior to the time advertised for the opening of the bids, which is 11 o'clock a.m. Tuesday, October 15, 1946.

Bids must be accompanied by a cash deposit, certified check or bidders bond of at least ten (10) per cent of the amount of the bid, made payable to Ventura County Flood Control District.

Bids will be opened at the time advertised, and the contract will be awarded to the lowest responsible bidder, but the Board of Supervisors of the District reserves the right to reject any and all bids, and to waive any informality in any bid.

The Board also reserves the right to hold all bids under advisement not to exceed thirty (30) days in case complete excavation has not been made on the dam foundations, and final approval to proceed has not been obtained from the Division of Dams, State of California. No bidder may withdraw his bid within the thirty (30) days following the opening of the bids for this reason.

The check or deposit of each unsuccessful bidder will be returned to him upon awarding of the contract, that of the successful bidder will be returned to him upon the execution, delivery and approval of a contract and bonds required by law, but should the successful bidder fail to execute and deliver such contract and bonds within ten (10) days after his bid has been accepted, then such deposit or check or bidders bond shall be forfeited to said Ventura County Flood Control District.

The successful bidder shall furnish and maintain in full force and effect during the time any obligation or condition provided for in the contract remains unperformed, a FAITHFUL

In accordance with the Provisions of Section 1770 of the Labor Code, State of California, the Board of Supervisors of the Ventura County Flood Control District has ascertained the general prevailing rate of wages applicable to the work to be done to be as follows:

| <u>Classification</u>                                       | <u>Rate per Hour</u> |
|---|----------------------|
| Blacksmith . . . . .  | \$ 1.70              |
| Table power saw operator . . . . .                          | 1.725                |
| Tractor operator, bulldozer. . . . .                        | 1.70                 |
| Truck driver (pay load in excess of 20 tons) . . . . .      | 1.575                |
| " " (pay load between 15 and 20 tons) . . . . .             | 1.375                |
| " " (pay load between 10 and 15 tons) . . . . .             | 1.30                 |
| " " (pay load between 6 and 10 tons) . . . . .              | 1.25                 |
| " " (pay load less than 6 tons) . . . . .                   | 1.225                |
| " " Dump 16 cu. yds. or over water level capacity . . . . . | 1.575                |
| " " Dump 12 cu. yds. less than 16 cu. yds. . . . .          | 1.375                |
| " " Dump 8 cu. yds. less than 12 cu. yds. . . . .           | 1.30                 |
| " " Dump 4 cu. yds. less than 8 cu. yds. . . . .            | 1.25                 |
| " " Dump less than 4 cu. yds. . . . .                       | 1.225                |
| Truck greaser and tire man . . . . .                        | 1.275                |
| Saw filer. . . . .  | 1.75                 |
| Flagman . . . . .   | 1.15                 |
| Laborer. . . . .  | 1.15                 |
| Teamster . . . . .  | 1.15                 |

Positions not listed above will be allocated in accordance with prevailing wage rates in this area in accordance with said Section 1770 of the Labor Code.

The minimum wage to be paid all unskilled labor for which rates are not shown shall be not less than \$1.15 per hour.

Over-time shall be one and one-half ( $1\frac{1}{2}$ ) times the above rates.

Sundays and holidays (except for watchmen, flagmen and guards) shall be one and one-half ( $1\frac{1}{2}$ ) times the above rates.

Not less than the prevailing rate of per diem wages shall be paid, but nothing in Section 1770 of the Labor Code, prohibits the payment of more than the prevailing rate of wage to any workman employed on this public work,



PERFORMANCE BOND in the amount of fifty per cent (50%) of the contract price agreed upon, and shall also provide a Labor and Material bond in the amount equal to fifty per cent (50%) of the contract agreed upon, in accordance with laws relative to said bonds. Bonds shall be executed on the standard form #1183, Code of Civil Procedure.

Bidders should carefully examine the drawings and specifications, and included documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in, or omissions from, the drawings, specifications or other documents, or should he be in doubt as to their meaning, he should at once notify the District's representative and obtain clarification prior to submitting any bid.

Bidders shall note Board resolutions relative to, (1) Submitting names of sub-contractors, (2) Surety Bonds and, (3) Labor Provisions, which orders are incorporated in these specifications.

Work shall be commenced at the site within 10 calendar days after award of the contract, and all work shall be completed including final cleanup, on or before December 1, 1946. Subject to acceptance due to delay in awarding the contract or prohibition of burning in the area.