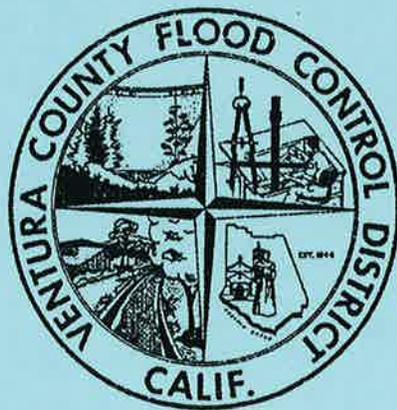


**VENTURA COUNTY FLOOD CONTROL DISTRICT**  
**ZONE 1**  
**PLANS AND SPECIFICATIONS FOR CONSTRUCTION**  
**OF**  
**MATILIJA DAM EVALUATION DEMONSTRATION**

**SPECIFICATION NO. FC 01-02**

**PROJECT NO. FC 81912**

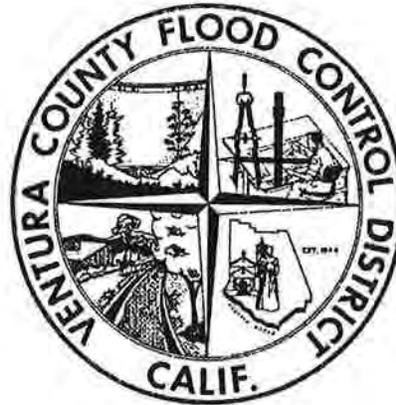


**SEPTEMBER 2000**

**VENTURA COUNTY FLOOD CONTROL DISTRICT**  
**ZONE 1**  
**PLANS AND SPECIFICATIONS FOR CONSTRUCTION**  
**OF**  
**MATILJA DAM EVALUATION DEMONSTRATION**

**SPECIFICATION NO. FC 01-02**

**PROJECT NO. FC 81912**



**SEPTEMBER 2000**

VENTURA COUNTY FLOOD CONTROL DISTRICT

Notice Inviting Bids  
Proposal Form  
Specifications for

**MATILIJA DAM EVALUATION DEMONSTRATION**

Specification No. FC 01-02

Project No. 81912

Date: July 21, 2000

Designed By:

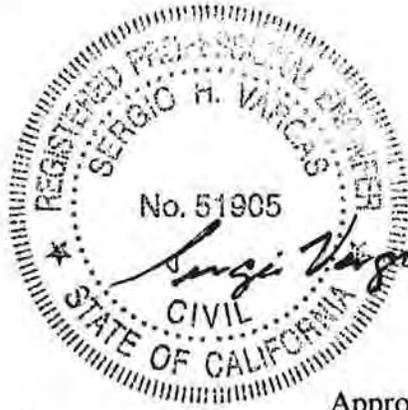
Checked By:

*Kirk Norman*

Kirk Norman

*Sergio Vargas*

Project Engineer: Sergio Vargas



Recommended By:

Approved By:

*Hugh E. Claborn*

*Jeff Pratt*

Deputy Director of Public Works  
Flood Control Department

Approved By:

*Paul V. [Signature]*  
Director, Public Works Agency

*Acting*

BIDS WILL BE RECEIVED UNTIL  
3:00 P.M. ON AUGUST 23, 2000  
COUNTY SURVEYOR'S PUBLIC  
COUNTER, THIRD FLOOR,  
ADMINISTRATION BUILDING,  
800 SO. VICTORIA AVE.,  
VENTURA, CALIFORNIA 93009

Plan Service Charge	\$ 5.00
Tax	<u>.36</u>
Total (if picked up at counter)	5.36
Shipping	<u>9.50</u>
<b>TOTAL (if mailed)</b>	<b>\$ 14.86</b>

# NOTICE TO BIDDERS, SUBCONTRACTORS AND SUPPLIERS

## SOURCES OF INFORMATION

### Type of Information

### Contact

<b>PLAN HOLDERS LIST:</b>	Immediate Access: Delayed response:	WEB: <a href="http://www.ventura.org/vcpwa/">http://www.ventura.org/vcpwa/</a> Voice: (805) 654-2068
<b>NUMBER OF ADDENDA ISSUED:</b>		Voice: (805) 654-2068
<b>TECHNICAL QUESTIONS</b> on plans and specifications: Please call early in the bidding period to discuss problems that may require an addendum. Only after contract is awarded:		FAX: (805) 677-8762 Voice: (805) 654-3805  Project Manager
<b>BID RESULTS:</b> Abstracts of unit prices & totals of all bids: Totals only of bids:		WEB: <a href="http://www.ventura.org/vcpwa/">http://www.ventura.org/vcpwa/</a> Recording: (805) 662-6502
<b>CONTRACT PREPARATION (Low Bidder only):</b>		Voice: (805) 654-2409

Please do not call other staff members or consultants

**VENTURA COUNTY FLOOD CONTROL DISTRICT**  
**MATILIJA DAM EVALUATION DEMONSTRATION**

SPECIFICATION NO. FC 01-02

PROJECT NO. 81912

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Plans .....	3 Sheets

**COUNTY OF VENTURA**  
**NOTICE INVITING BIDS**

Sealed bids will be received by the undersigned in the bid box at the County Surveyor's Public Counter, 3rd Floor, Administration Building, 800 South Victoria Avenue, Ventura, California 93009-1670, until **3:00 p.m.** on the **23<sup>rd</sup> of August, 2000** for **MATILJA DAM EVALUATION DEMONSTRATION**, Specification No. **FC 01-02**, which consists of **removal and onsite disposal of 90 linear feet of concrete ogee spillway, crest approximately 10' wide by 5' high.**

The estimated cost of construction is **\$300,000.**

Bids will be publicly opened after said time. The plans, special provisions and proposal forms for this project are filed in the office of the undersigned and are by reference made a part of this Notice.

Said documents may be obtained at the location indicated above for **\$5.36** including tax, which is not refundable (add **\$9.50** for shipping). APWA-AGC Standard Specifications for Public Works Construction, 2000 Edition, referred to by said documents, are available for **\$64.90** including tax (add **\$9.50** for mailing). Make checks payable to the County of Ventura.

To Obtain plans & Specifications or List of Plan Holders, visit our Website at:

**<http://www.ventura.org/vcpwa/>** or call **805/654-2068.**

For **Technical Questions** concerning bidding documents, Fax **805/677-8762**, or voice **805/654-3805.**

**PLEASE DO NOT CALL THE UNDERSIGNED.**

Bids must be submitted on the proposal form furnished with said documents. Each bid must be accompanied by a bid guarantee in the amount of not less than 10% of the bid amount, **PAYABLE TO THE COUNTY OF VENTURA** and guaranteeing that the bidder will enter into a contract in accordance with the terms of the bidding documents if award is made to him. The bid guarantee shall be in one of the following forms: a bid bond written by an admitted surety insurer on the form included with the Proposal form, a cashier's check drawn by a National bank, a check certified by a National bank, or cash. An electronically transmitted copy (FAX) of the bid bond form included in the Proposal form may be used, but the form must have the original signatures of the principal and surety. A FAX of the completed bond will not be accepted.

The bidder to whom award is made will be required to have a Class A California Contractors license, both at the time of the bid opening and at the time the contract is executed and will be required to furnish a Performance Bond and a Payment Bond, each in the amount of 100% of the contract price.

In accordance with Section 22300 of the Public Contract Code, securities may be substituted for funds withheld.

A copy of the State determination of prevailing rates of wages in Ventura County is on file with the Clerk of the Board. A copy of these rates of wages will be furnished to any interested party upon request. The contractor must post copies of the prevailing wage schedule at each job site.

Dated this 24<sup>th</sup> day of July 2000.

RON C. COONS  
Director of Public Works

# PROPOSAL

FOR

## MATILIJA DAM EVALUATION DEMONSTRATION

LOCATED IN VENTURA COUNTY, CALIFORNIA

MAKE BID GUARANTEE TO VENTURA COUNTY FLOOD CONTROL DISTRICT. USE FORM PROVIDED (SEE PARAGRAPH 9, INSTRUCTIONS TO BIDDERS).

SPECIFICATION NO. FC 01-02, INCLUDING 3 SHEETS OF PLANS.

THERE WILL BE A PRE-BID CONFERENCE ON AUGUST 10, 2000 @ 10:00 A.M. (SEE SECTION 1000-2 FOR LOCATION AND TIME)

BIDS WILL BE RECEIVED ON AUGUST 23, 2000 UNTIL 3:00 P.M.

AGENCY IS ALLOWED 30 DAYS TO AWARD A CONTRACT. (SEE SECTION 2-1.1)

THE STARTING DATE OF CONTRACT TIME WILL BE 14 CALENDAR DAYS AFTER AWARD OF CONTRACT. (SEE SECTION 6-1)

COMPLETION TIME IS 35 WORKING DAYS. (SEE SECTION 6-7)

LIQUIDATED DAMAGES ARE \$560 PER CALENDAR DAY. (SEE SECTION 6-9)

CONTRACTOR'S LICENSE CLASSIFICATION REQUIRED IS CLASS A.

LIABILITY INSURANCE CLASS REQUIRED PER SECTION 7-4 IS L-C.

FEDERAL-AID CONTRACT PROVISIONS ARE NOT INCLUDED IN THESE SPECIFICATIONS.

THE NUMBER OF PAGES IN THIS PROPOSAL IS 9.

### BIDDER SHALL COMPLETE

NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

## PROPOSAL

### Instructions to Bidders

1. **LICENSING OF BIDDER.** Before submitting bids, bidders shall be licensed in accordance with the provisions of Sections 7000 through 7145 of the Business and Professions Code of the State of California in the classification required for the work bid on. The bidder's license number, classification, and expiration date shall be inserted on the last page of the Proposal form. The bidder's name shall correspond in all respects with the name shown on the license. License numbers and names are checked with the State.
2. **SITE INSPECTION.** Personally visit the worksite before submitting your bid to ascertain the existence of any surface or subsurface conditions affecting the cost of the work.
3. **MODIFICATION AND INTERPRETATION.** Carefully review the plans and specifications for any errors, omissions, or ambiguities. If you discover any, notify the Engineering Services Department of the Agency far enough in advance of the bid opening to allow time for the issuance of appropriate written addenda. Written addenda shall be the sole means for modifying the plans and/or specifications prior to the bid opening. The Agency shall not be bound by oral communications purportedly modifying or interpreting the plans and/or specifications regardless of when or by whom such oral communications are made and you should not rely upon such oral communications in preparing your bid.
4. **BID ITEMS.** State in figures the unit prices, lump sum prices, and extensions as indicated, which shall be the prices for which you propose to supply all materials and services and perform all work required by the plans and specifications. All items described are to be construed as complete and in place. Include in the bid amount for items listed on the Proposal form the cost of performing all work shown on the plans or required by the specifications for which a specific bid item is not provided. Bid on all items listed under Schedule of Work and Prices unless otherwise indicated in the Proposal form.
5. **SIGNING OF BID.** Fill in all indicated blanks in this Proposal using typewriter or ink and sign with ink. Proposals signed by an agent other than an owner, partner or corporate officer shall be accompanied by a power-of-attorney. Proposal form must be dated.
6. **NON-COLLUSION AFFIDAVIT.** The non-collusion affidavit required by Public Contract Code 7106 is included on page 6 of this Proposal.
7. **BID FORM NOT TO BE ALTERED.** Do not change the wording of this Proposal. Any additions, deletions, conditions, limitations or provisions by the bidder will render the Proposal irregular and may cause its rejection.
8. **CORRECTING BID.** Explain over your signature any erasures or deletions of information entered by the bidder in this Proposal. Modifications submitted separately from this form will not be accepted. If you desire to make changes in a bid item or a group of bid items just before the time for closing bids, you may do so by filling out the Bid Price Adjustment page in this Proposal and depositing it with the Proposal. See Section 16 of these instructions.

9. **BID GUARANTEE.** Each bid must be accompanied by a bid guarantee in the amount of not less than 10% of the amount bid and guaranteeing that the bidder will enter into a contract in accordance with the terms of the bidding documents if award is made to him. The bid guarantee shall be in one of the following forms: A bid bond written by an admitted surety insurer on the form included with the proposal form, a cashier's check drawn by a national bank, a check certified by a national bank or cash. An electronically transmitted copy (FAX) of the bid bond form included in the proposal form may be used, but the form must have the original signatures of the principal and surety. A FAX of the completed bond will not be accepted. Note: Performance and Payment Bonds are required from the bidder to whom a contract is awarded. See specifications Subsection 2-4 for contract bond requirements including limitations on the sureties that may issue the bonds.
10. **SUBMITTING BID.** Submit your bid on one copy only of this Proposal form, with addenda acknowledged by inserting the addenda numbers on the last page of this Proposal and with bid guarantee attached, in a sealed envelope addressed to: Director of Public Works, County Surveyor's Public Counter, 3rd Floor - Administration Building, 800 South Victoria Avenue, Ventura, California 93009. The envelope must show the project title and the bidder's name and address. Do not return plans and specifications, or enclose other documents in this bid envelope. Late bids will not be opened or considered. Bids must be on this form.

**IMPORTANT:** Proposals received that are not signed will not be considered.

11. **TIME OF BID CLOSURE.** The bid box will be closed promptly at the time specified on the first sheet of the Proposal form. The person opening bids will not accept bids that are not in the bid box at closing time. The time used is local standard time as obtained from Pacific Telephone's Standard Time number (853-1212). The clock on the east wall adjacent to the County Surveyor's Public Counter will be set to local standard time and will govern closure of the bid box. Potential bidders should note that other clocks in the building may not be set to the correct time, and should not be relied upon.
12. **DELIVERY OF BID.** Bids delivered in person must be placed in the bid box at the Surveyor's Public Counter which is located at the head of the escalator on the third floor of the Ventura County Administration Building, 800 South Victoria Avenue, Ventura, California 93009. The Administration Building is on the corner of Victoria Avenue and Telephone Road and is accessible from the Ventura Freeway (U.S. 101) by taking the Victoria Avenue offramp and proceeding north on Victoria Avenue about one mile to Telephone Road. Access from the Santa Paula Freeway (Cal. 126) is by the Victoria Avenue offramp, then south about 1/4 mile to Telephone Road. Access to the Administration Building parking lot is from Telephone Road. Bids must be placed in the bid box prior to the hour and date designated on Page 1 of this Proposal.
13. **MAILED BIDS.** Bids received in the County's Mail Room by 8 a.m. on the bid opening date will be considered to have been placed in the bid box on time, whether or not actually delivered to the bid box on time. Special delivery mail will not assure timely delivery to the County and has, on occasion, slowed delivery. Registered and certified mail usually slows delivery. Bidder is responsible for mailing bid early enough to insure delivery to the County on time. Telegraphic bids or modifications will not be considered.

14. **WITHDRAWAL OF PROPOSAL.** Proposals may be withdrawn by the bidder prior to the time stated for opening bids upon written request, signed by the bidder or his authorized agent.
15. **ERRORS.** Bidder will not be released on account of errors. Where a discrepancy occurs between unit prices and totals, the unit price shall govern in computing the total. If a unit price is omitted, it will be determined from the item total, if entered. If both the unit price and line total for any item are omitted, the bid will be considered non-responsive in accordance with Paragraph 4 above. If the Total Bid Price is not equal to the sum of the Item Totals (as corrected), the Total Price Bid will be corrected. If no monetary symbol (\$ or ¢) is entered with a unit price, lump sum or extension, a dollar sign will be assumed to be the bidder's intent.
16. **BID ADJUSTMENT FORM.** The Bid Price Adjustment form, if used, must be included with a fully-executed proposal or placed separately in the bid box into which a fully-executed proposal has already been placed. If the form is submitted separately, it shall be signed, show the proper specification number and be placed in the bid box prior to the time for bid closure. If more than one form is submitted, the latest form shall clearly indicate if it replaces or supplements the previous form(s).

When the Bid Price Adjustment Form is used and an adjustment is entered applying to more than one bid item, the adjusted unit prices will be computed as follows:

- a. The unit prices entered on the bid sheet will be multiplied by the numbers of units to get the line totals of the original bid. Corrections will be made as specified in 15 above, if necessary.
- b. The increase or decrease specified on the Bid Price Adjustment Form will be applied to the line totals found in "a" above in the proportion that those line totals are to the sum of the group of line totals specified to be modified, rounding to the nearest \$0.01.
- c. The modified unit prices will be computed by dividing the modified line totals found in "b" above by numbers of units, rounding to the nearest \$0.001.

When an adjustment is to be applied to only one bid item, the adjusted unit price will be computed in the same manner except there will be no proportioning done in "b". The bid abstract and contract will show adjusted prices.

## BID PRICE ADJUSTMENTS

This form is to be used only to modify the total price bid for an item or group of items on the proposal form without the necessity of re-computing the line totals, unit prices, or the total price bid. It is particularly intended to allow adjustments for last minute material quotes or subcontract bids.

**DO NOT CONDITION OR QUALIFY YOUR BID OR OFFER ALTERNATIVES.**

**DO NOT ADJUST STIPULATED PRICES.**

To Agency – Make the following adjustments to the prices bid in this proposal:

BID ITEM NUMBERS (Indicate Schedule or Alternative Numbers as shown)  (If more than one bid item, numbers are inclusive)	Adjust the Total Price Bid for Items indicated in the first column as shown below	
	DECREASE	INCREASE

- NOTE: 1. The adjustments will be made in accordance with Section 16 of the "Instruction to Bidders".
2. Do not condition the adjustments. See Section 7 of the "Instructions to Bidders".

Contractor \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

PROPOSAL

I, the person whose signature is affixed to the last page of this proposal, submit this proposal to the Board of Supervisors and hereby declare:

(1) That the bidder has read this proposal and has abided by and agrees to the conditions herein and has carefully examined the project plans and read the specifications and does hereby propose to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums named in the Schedule of Work and Prices.

(2) That the addenda indicated on the last page of this proposal are acknowledged.

(3) That the bidder, as Principal, acknowledges himself as being bound by the attached bond or other acceptable bid guarantee.

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

Contractor's Name \_\_\_\_\_

PROPOSAL

List of Subcontractors and Off-Job Fabricators

Listing shall comply with the provisions of California Public Contract Code, Section 4104.

NAME OF SUBCONTRACTOR OR OFF-JOB FABRICATOR	BUSINESS ADDRESS	ITEMS OF WORK

If more space is needed, attach additional sheets.

Public Contract Code Section 4104 provides that bidders must list:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets of highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

(b) The portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

Contractor's Name \_\_\_\_\_

# PROPOSAL

Spec. No. FC 01-02

## Schedule of work and prices for: **MATILJA DAM EVALUATION/DEMONSTRATION**

Item No.	Approx. Quantity	Item Description	Payment Referenc	Unit Prices (In Figures)	Item Total (In Figures)
<b>SCHEDULE I</b>					
1	Lump Sum	Mobilization	9-3.4.2		
2	Lump Sum	Clearing and Grubbing	1001-2		
3	Lump Sum	Existing Facilities	1002-2		
4	Lump Sum	Safety Measures	1003-3		
5	Lump Sum	Diamond Wire Saw	1004-3		
6	Lump Sum	Hydraulic Splitter	1004-3		
7	Lump Sum	Drill Blasting	1004-3		
8	Lump Sum	Testing Session and Demonstration Session	1005-3		
9	320 Tons	Concrete Removal & Storage	1005-3		
10	Lump Sum	Release on Contract	9-4		\$1.00
<b>TOTAL BID PRICE (SCHEDULE I)</b> (Summation of Items 1 through 10, Inclusive)					

The following addenda are acknowledged:  
 (Contractors must fill in number and date of each addenda or may enter the word "None" if appropriate.)

Call (805) 654-2068 to determine addenda that have been issued.

Number	Dated

I make the above proposal and certify or declare under penalty of perjury under the laws of the State of California that the statements made on Page 6 of this Proposal, and below my signature, are true and correct.

Dated \_\_\_\_\_

Signature \_\_\_\_\_

At \_\_\_\_\_  
 (City and State)

Position \_\_\_\_\_  
 (Sole Owner, Partner, President, etc.)

License No. \_\_\_\_\_  
 License Classification \_\_\_\_\_

Company Name \_\_\_\_\_  
 Type of Organization \_\_\_\_\_

License Expiration Date \_\_\_\_\_

(Individual, Partnership, Corp.)

Enter }  
Name & }  
Address }  
of Bonding }  
Company }

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
\_\_\_\_\_, Principal, and  
\_\_\_\_\_, Surety, are held and firmly bound unto  
VENTURA COUNTY FLOOD CONTROL DISTRICT, Obligee, in the sum  
of Ten Percent of the total amount of the Bid for the payment of which we bind ourselves, our legal  
representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for  
MATILJA DAM EVALUATION DEMONSTRATION.

NOW, THEREFORE, if that contract be awarded to Principal and Principal shall, within such time  
as may be specified, enter into the contract in the prescribed form in writing and give such bond or bonds as  
may be specified in the bidding or contract documents with surety acceptable to Obligee then this obligation  
shall be null and void; otherwise to remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall  
pay all costs incurred by the Obligee in the suit, including reasonable attorney's fee to be fixed by the court.

Signed, sealed and dated \_\_\_\_\_  
(Principal)  
by \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
(Surety)  
by \_\_\_\_\_  
Attorney-in-fact

Bidbond  
8/94

COUNTY OF VENTURA  
PUBLIC WORKS AGENCY

STANDARD SPECIFICATIONS

**0-1 STANDARD SPECIFICATIONS**

Except as hereinafter provided, the provisions of the 2000 edition of the Standard Specifications for Public Works Construction, published by BNi Building News, Los Angeles, and these 53 pages of modifications thereto are adopted as the Standard Specifications for the Agency. They will be referred to in the special provisions as the "Standard Specifications" or "VCSS".

**0-2 DELETIONS**

The following sections of SSPWC are hereby deleted: 2-1, 2-5.2, 2-9.2, 2-9.3, 2-9.4, 3-3.2.2(a), 3-3.2.2(c), 3-3.2.3(a), 3-3.2.3(b), 6-1, 6-6.3, 6-8, 6-10, 7-3, 7-4, 9-1.4; 9-3, 200-1.6.2, 301-1.4.

The definition of "Surety" in 1-2 is deleted.

**0-3 NUMBERING OF SECTIONS**

The numbering in these modifications is compatible with the numbering in SSPWC. References to whole sections of SSPWC and these modifications are preceded by the word "Section", references to parts of sections show numbers only, such as "3-2", except at the beginning of a sentence, the word "Section" precedes the number. Standard special provisions will be numbered as Sections 401 through 499. The special provisions will be numbered starting with Section 1000.

Cross-references contained in SSPWC to sections deleted by 0-2 hereof shall be references to the sections of like number contained herein.

**0-4 ADDITIONS**

The sections that follow either replace sections of like number in SSPWC, which were deleted in 0-2 above, or add material not in SSPWC.

**SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE AND SYMBOLS**

**1-2 DEFINITIONS**

**1-2.1 Additional Definitions**

**Acceptance**—The formal written acceptance by the Agency of a project which has been completed in all respects in accordance with the plans and specifications and any modifications thereof.

**Consultant**—A professional engineer, architect, landscape architect or other professional who designed the project or performed other services for the Agency on the project.

**Due Notice**—A written notification, given in due time, of a proposed action where such notification is required by the Contract to be given a specified interval of time (usually 48 hours or two working days) prior to the commencement of the contemplated action. Notification may be from Engineer to Contractor or from Contractor to Engineer.

**Engineer**—The Director of Public Works acting either directly or through the properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

**Field Directive**—A written communication from the Engineer to the Contractor that does not make any modification to the Contract Documents. It is used only to answer Contractor's questions and to provide decisions as specified in the Contract Documents.

**21-2.1 (Continued)**

**Owner**—Same meaning as Agency.

**Prompt**—The briefest interval of time required for a considered reply, including time required for approval by a governing body.

**Proposal Guarantee**—Same meaning as Bidder's Guarantee

**Standard Special Provisions**— Special provisions prepared in standardized form numbered in the series 401 through 499.

**State Standard Plans**—Standard Plans prepared by State of California, Business and Transportation Agency, Department of Transportation.

**Surety**—See 2-4.

**Working Day**—See 6-7.2 and 6-7.2.1.

**1-3 ABBREVIATIONS**

**1-3.3.1 Institutions.**

Abbreviation    Word or Words

AAN .....	American Association of Nurserymen
ACI .....	American Concrete Institute
AGC.....	Associated General Contractors of America
APWA.....	American Public Works Association
ASME .....	American Society of Mechanical Engineers
CRSI .....	Concrete Reinforcing Steel Institute
HDM .....	Highway Design Manual of State of California, Department of Transportation (CALTRANS), Latest Edition
IEEE .....	Institute of Electric and Electronic Engineers
NEC .....	National Electric Code
NFPA.....	National Fire Protection Association
SPPWC .....	Standard Plans for Public Works Construction
SSPWC .....	Standard Specifications for Public Works Construction, as specified in 0-1
SSP .....	State Standard Plans, State of California, Department of Transportation (CALTRANS) - Latest Edition
SSS .....	State of California, Department of Transportation, Standard Specifications, latest edition
VCSS.....	Ventura County Standard Specifications (these specifications, of which this section is a part)

**1-4 UNITS OF MEASURE**

**1.4.1 General.**

**1-4.1A Units for Work** Where U. S. Standard Measure units are shown on the plans or are specified, U. S. Standard Measure shall be used for the Work.

## SECTION 2 - SCOPE AND CONTROL OF WORK

### 2-1 AWARD AND EXECUTION OF CONTRACT

**2-1.1 Award of Contract.** The right is reserved to waive minor irregularities in the proposals and to reject any or all proposals. The award of the Contract, if it be awarded, will be to the lowest responsive, responsible bidder, determined as provided on the Proposal Form, whose proposal complies with all the requirements prescribed. Such award, if made, will be made within the number of days stated in the proposal form. If the lowest responsible bidder refuses or fails to execute the Contract, the Agency may, within 45 additional days, consider the next lowest bidder to be the lowest responsive, responsible bidder. The periods of time specified above within which the award of Contract may be made shall be subject to extension for such further period as may be agreed upon in writing by the bidder concerned. If the bidder's bid guarantee was in the form of a bid bond, the bidder shall also submit a statement from the Surety that the bond has been extended for the same period.

Proposals not accompanied by a properly executed Noncollusion Affidavit required by Public Contract Code Section 7106 will be considered nonresponsive and will not be considered for award.

All bids will be compared on the basis of the quantities, amounts and unit prices, or lump sums, as shown on the bid proposal.

Before award, the bidder may be required to furnish acceptable evidence of adequate capability, equipment and financial resources to adequately perform the job. Bidders found not to be so qualified may have their bids rejected. If reasonable cause exists to believe collusion exists among bidders, or that prices bid are unbalanced between bid items, any or all proposals may be rejected.

Award will not be made to a bidder who is listed by the State Labor Commissioner as ineligible to bid, work on, or be awarded public works projects.

**2-1.2 Notice of Award.** Within one day after award of Contract by the Board, the bidder to whom Contract is awarded will be notified of award by telephone, or if no contact is made by telephone, then by mail. Immediately following the telephonic notice of award (or attempt), a notice of award will be sent, transmitting the Contract Documents to such bidder for execution. If telephone contact is made, the bidder may request that the Contract Documents be held in Agency's office to be picked up.

**2-1.3 Execution of Contract Documents.** On receipt of the Contract Documents, the bidder shall promptly obtain the required insurance coverage, certificates of insurance, power-of-attorney and contract bonds, execute the Contract, and transmit all required documents to the Agency.

**2-1.4 Failure to Execute Documents.** Should the bidder fail to furnish Agency all required documents, properly executed, prior to the starting day of the contract time computed as provided in 6-7.4 and stated in the notice of award, Agency may thereafter declare the bidder to be in default and its proposal guarantee forfeited.

**2-1.5 Return of Proposal Guarantees.** Within 10 days after the award of the Contract, Agency will return the proposal guarantees, other than bidder's bonds, accompanying such of the proposals as are not to be further considered in making the award. The second bidder's proposal guarantee will be held until the Contract has been executed, after which all proposal guarantees, except bidders' bonds and any guarantees which have been forfeited, will be returned to the respective bidders whose proposals they accompany.

### 2-3 SUBCONTRACTS

**2-3.1A Use of Debared Subcontractors Prohibited** The Contractor is prohibited from performing work using a subcontractor who is listed by the State Labor Commissioner as ineligible to work on public works projects.

#### 2-3.2 Status of Subcontractors.

**2-3.2.1 Subcontracts.** The Contractor shall incorporate into all subcontracts, and the subcontractor shall incorporate into all lower tier subcontracts, all of the plans and specifications which are part of the Contract between the Contractor and the Agency.

**2-3.2.2 Contractor Responsible.** The Contractor is responsible for properly performing and completing all work required by the Contract whether or not it employs subcontractors for certain portions of the Work. It shall coordinate the sequence and timing of its efforts and that of its subcontractors to insure the proper and timely completion of the Work.

**2-3.2.3 Specialty Contractors.** Where a specialty Contractor's license is required by law or by the specifications in order to perform certain portions of the Work, the Contractor may perform such portion with its own forces if it holds the proper license. Otherwise, it shall employ a properly licensed subcontractor to perform that portion of the Work. Such requirement to employ a subcontractor does not modify the other requirements of 2-3.

## **2-4 CONTRACT BONDS.**

**2-4.1 Bond Forms.** Bonds shall be on forms furnished by Agency.

## **2-5 PLANS AND SPECIFICATIONS**

**2-5.1.1 Specifications Captions.** Captions accompanying specification parts, sections and paragraphs are for convenience of reference only and do not limit the content of such part, section or paragraph.

**2-5.2 Precedence of Contract Documents.** If there is a conflict between documents, the document highest in precedence shall control. The precedence shall be:

- First: ..... Permits from other agencies as may be required by law.
- Second: ..... Special provisions.
- Third: ..... Plans.
- Fourth: ..... Standard Plans.
- Fifth: ..... Standard Special Provisions.
- Sixth: ..... Standard Specifications.
- Seventh: ..... Reference Specifications.

Change orders, supplemental agreements and approved revisions to plans and specifications will take precedence over Items 2) through 6) above. Detailed plans shall have precedence over general plans.

## **2-6 WORK TO BE DONE**

**2-6.1 Manufacturer's Recommendations.** Where the manufacturer of any material or equipment provides written recommendations or instructions for its use or method of installation (including labels, tags, manuals or trade literature), such recommendations or instructions shall be complied with except where the Contract Documents specifically require deviations.

## **2-9 SURVEYING**

**2-9.2 Survey Service.** The Engineer will set only the horizontal and vertical control survey points shown on the plans. These will be set prior to the commencement of construction. The Contractor shall preserve these points as well as any other surveys established by the Engineer for use by the Contractor for the duration of their usefulness. If any survey points established by Engineer are lost or disturbed and need to be replaced, such replacement shall be by the Engineer at the expense of the Contractor. The Contractor shall employ engineers or surveyors to perform adequate surveys and staking necessary to construct the Work to the lines, elevations and grades shown on the plans and for the Engineer's use in checking such work. Copies of the field notes or diagrams used in setting stakes shall be promptly furnished to the Engineer.

**2-9.2.1 Open Areas.** Where dimensions are not given on the plans for parking lots, landscaped areas or graded areas, distances shall be scaled. Unless otherwise indicated, straight grades and smooth vertical curves shall be set between indicated elevations. Finished surfaces shall be sloped to drain in order to eliminate ponding of water.

**-9.2.2 Utilities.** Section 5-5.1 requires the Contractor's cooperation during the relocation of utilities, which may require the setting of lines and grades when needed by utility owners performing relocations.

**2-9.3 Contractor's Surveys.** Surveying by private engineers and surveyors on the Work shall conform to the quality and practice required by the Engineer.

**2-9.3.1 Errors in Surveys.** The Contractor is responsible for the accuracy of all surveys except those performed by the Engineer. To assure that a survey point set by the Engineer has not been disturbed since it was set and that it was accurately set, all surveys by the Contractor shall be based on at least two survey points set by the Engineer or by other governmental surveys, in accordance with good survey practice. Should discrepancies be found between such points, the Engineer shall be notified and construction shall not proceed until the discrepancy has been resolved.

**2-9.4 Line and Grade.** All work upon completion shall conform to the lines, elevations, and grades shown on the plans.

**2-9.5 Quantity Surveys.** The Engineer will perform all quantity surveys for payment purposes, however, in performing such quantity surveys, it may make use of surveys performed by the Contractor.

**2-9.6 Payment for Surveys.** Payment for performing all of the surveying and staking as required by the specifications and such additional surveying and staking as required by the Contractor will be made at the lump sum price set forth in the proposal and shall be full compensation for furnishing all labor, equipment, instruments and materials necessary to perform the Work. If no bid item for surveying is included in the proposal, the cost of surveying shall be included in the prices bid for other applicable items of work.

## **2-10 AUTHORITY OF BOARD AND ENGINEER.**

**2-10.1 Decisions in Writing.** Any and all decisions of the Engineer interpreting specifications or drawings shall be in writing. Any purported "interpretation" which is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

## **2-11 INSPECTION**

**2-11.1 Permit Inspections.** The Contractor shall arrange for code compliance inspections by all agencies issuing permits for the Work. The Work shall not continue beyond mandatory inspection points without clearance from the controlling agency. Each agency involved shall be notified in accordance with the code they enforce or in accordance with their standard operating procedures. No extensions of time will be granted for delays occasioned by such inspections except where, through no fault of the Contractor, the inspection is delayed more than one day beyond normal response time after proper notification has been given.

It shall be the Contractor's responsibility to see that any required inspection record card is signed off before proceeding with the next phase of the Work and completely signed off on completion of the Work.

**2-12 AGENCY PERSONNEL AND AUTHORITY**

2-12.1 General. The Board has complete authority for the project within the limits prescribed by law. Pursuant to resolutions duly adopted by the Board, the authority to perform certain functions has been delegated to the Director of Public Works. Agency staff personnel and consultants delegated thereto by the Director are authorized to perform functions limited as set forth in the following list of personnel and designated duties.

2-12.2 Engineer. The Director of Public Works of the County of Ventura is the Engineer and has general authority to administer the Contract. The Engineer has the following specific authority:

(a) To issue Contract Change Orders (CCO) and to settle claims subsequent to acceptance as follows:

<u>Original Contract Amount</u>	<u>Maximum Amount of any Change Order or Claim Settlements</u>
\$50,000 or less .....	\$5,000
greater than \$50,000 and not over \$250,000 .....	10% of the original contract amount
greater than \$250,000 and not over \$2,750,000 .....	\$25,000 plus 5% of the original contract cost in excess of \$250,000.
greater than \$2,750,000 .....	\$150,000

CCO's and claim settlements exceeding the amounts set forth above require Board approval.

- (b) To make final adjustments of quantities (FAQ) on unit price items.
- (c) To accept the Work when the Contractor has completed all obligations of the Contract, in accordance with the plans, specifications and other Contract Documents. The Engineer also has authority to make and record the Notice of Completion.
- (d) To approve progress and final payments under the Contract, including the provisions for withholding funds.
- (e) To determine whether performance on the project is satisfactory. Satisfactory progress shall be determined as provided in §9-3.2.
- (f) To approve the substitution of a subcontractor, where allowed by law, if the listed subcontractor does not object when notified.
- (g) To suspend the Work for the benefit of the Agency.
- (h) In the absence of the Director, a Deputy Director may exercise the Engineer's authority. Such action will be indicated by "Acting" with the Deputy Director's signature.

**2-12.3 Deputy Director of Public Works.** The Deputy Director responsible for the project is designated in the Notice to Proceed. The Deputy Director has the following authority:

- (a) To issue Contract Change Orders (CCO) as follows:

<u>Original Contract Amount</u>	<u>Maximum Amount of any Change Order</u>
Less than \$500,000 .....	\$5,000
\$500,000 to \$1,000,000 .....	1% of Bid Price
Greater than \$1,000,000 .....	\$10,000
- (b) To issue extensions of contract time in accordance with the Contract Documents.
- (c) To make final adjustment of quantities where the total does not exceed the amounts listed in (a) above.
- (d) To approve the substitution of subcontractors, where allowed by law, if the listed subcontractor does not object when notified.
- (e) To determine when the Work has been completed and acknowledge in writing the completion of the Work.

**2-12.4 Project Manager.** The Project Manager responsible for the project is designated in the Notice to Proceed. This person may also be referred to as Project Engineer. The Project Manager has the following authority:

- (a) To interpret the plans and specifications.
- (b) To make minor changes in the location or features of the Work where no change in cost is involved. Such changes in cost may not be the net of multiple changes.
- (c) To approve substitutes for material and equipment specified by proprietary names when such material and equipment meet the contract requirements.
- (d) To approve shop drawings and submittals.
- (e) To issue stop work orders when necessary to enforce the provisions of the Contract.
- (f) To make determinations of each working day to be charged against the contract time in accordance with 6-7.3.
- (g) To take over a portion of the project for Agency's use in accordance with 6-10.
- (h) To receive all correspondence and other documents from the Contractor.
- (i) To inspect the Work and perform Final Inspection subject to review by the Deputy Director and Director.

**2-12.5 Inspector.** One or more inspectors will be assigned to the project by the Project Manager. Substitutes may be used during absence of the assigned inspector. The Inspector has the following authority subject to review by the Project Manager, Deputy Director and Director:

- (a) To view and inspect the Work, sample and test components (at the job site and at offsite manufacturing locations), and to discuss the Work with the Contractor's field representative.
- (b) To determine compliance with the plans, specifications and other Contract Documents and to issue warnings of noncompliance.
- (c) To issue stop work notices in the following two instances only:
  - 1) Where a safety hazard exists that has an immediate potential for serious injury or death.
  - 2) Where the operation in progress, if continued for even a short period of time, could be adverse to the Agency's interests.

## **2-12.6 Other Agency Personnel and Consultants.**

**2-12.6.1 Materials Engineer** The Materials Engineer is designated in the Notice to Proceed. The Materials Engineer may assign one or more Materials Inspectors to the project.

Materials Inspectors have authority to sample and test material at the job site and at offsite manufacturing or storage locations. They may furnish available written test results to the Contractor's field representative. At batch plants, they may issue warnings of noncompliance, but stop notices require the signature of the Materials Engineer or Project Manager.

**2-12.6.2 Surveyors & Technicians.** Surveyors and technicians shall have free access to the site to perform their duties but have no authority related to contract administration.

**2-12.6.3 Other Persons.** Other Agency personnel who are not involved in construction administration and the general public may be present at the site because it is their present place of work, as client/customers, as visitors, as future users of the facility, or as persons who will maintain the completed facility. Where the facility is to continue in use during construction, work access for agency workers and client/customers shall be maintained as provided in the special provisions. Where the facility (or portion where construction is being performed) is not in use during construction, admittance to the job site by Agency personnel not involved in construction administration and visitors may be allowed by the Contractor or by the inspector, subject to compliance with safety regulations. Such persons have no authority under the Contract and the Agency is not responsible for their comments, suggestions or directions.

**2-12.6.4 Consultants.** Consultants hired by the Agency shall have free access to the site to perform their duties but have no authority related to contract administration, unless such duties are specifically identified in writing to the Contractor. When so identified, consultant may perform the duties of certain agency personnel described above.

## SECTION 3 - CHANGES IN THE WORK

### 3-3 EXTRA WORK

#### 3-3.2.2 Basis for Establishing Costs

- (a) **Labor.** The cost of labor will be the actual cost for wages prevailing for each craft or type of workers performing the extra work at the time the extra work is done, plus payment of health and welfare, pension, vacation, apprenticeship funds, and other direct costs included in the prevailing rates applicable to the project, as well as assessments or benefits required by lawful collective bargaining agreements. To the total of these labor costs, the labor surcharge set forth in the current CALTRANS Labor Surcharge and Equipment Rental Rates publication shall be applied.

The use of a labor classification which would increase the extra work cost will not be permitted unless the Contractor establishes the necessity for such additional costs.

Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for the equipment rental. The labor cost for foremen shall be proportioned to all of their assigned work and only that applicable to extra work shall be paid. A foreman is defined as a lead working journeyman.

Nondirect labor costs including superintendence, payroll taxes, all types of insurance, and all other labor costs, not specifically provided for, shall be considered to be paid for as part of the markup of 3-3.2.3(a)(1).

#### 3-3.2.2 Basis for Establishing Costs

- (c) **Tool and Equipment Rental.** No payment will be made for the use of tools which have a replacement value of \$200 or less.

Regardless of ownership, the rates to be used for determining equipment rental costs shall not exceed the following:

- (1) For equipment that is listed in the current CALTRANS Labor Surcharge and Equipment Rental Rates publication, the rates shown therein. The right of way delay and overtime/multiple shift factors contained therein shall be used as applicable.
- (2) For equipment not listed in said CALTRANS publication, the listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.
- (3) For equipment rental that includes operators and helpers, the applicable cost from (1) or (2) above, plus the applicable labor costs as determined in accordance with (a) above.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

**3-3.2.2 Basis for Establishing Costs**

**(c) Tool and Equipment Rental. (Continued)**

Necessary loading and transportation costs for equipment used on the extra work shall be added to the other costs.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the Agency than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the Agency.

All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

The reported rental rates for equipment already at the work site shall be for the duration of its use on the extra work, commencing at the time it is first put into actual operation on the extra work, plus the time required to move it from its previous site, and move it back to its previous site or to a closer site of next use.

**3-3.2.3 Markup**

**(a) Work by Contractor.** The following percentage shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits, and all other cost not specifically provided for:

(1)	Labor.....	32%
(2)	Materials.....	15%
(3)	Equipment Rental .....	15%
(4)	Other Items and Expenditures .....	15%

To the sum of the cost and markups provided for in this section, 1 percent shall be added as compensation for bonding.

**(b) Work by Subcontractor.** When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10% on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5% on work in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

## SECTION 4 - CONTROL OF MATERIALS

### 4-1 MATERIALS AND WORKMANSHIP

#### 4-1.1 General

**4-1.1.1 Materials Furnished by Agency.** Materials furnished by the Agency will be available at locations designated in the special provisions or, if not designated in the special provisions, they will be delivered to a single location of Agency's choice within the project area. They shall be hauled to the site of installation by the Contractor at its expense, including any necessary loading and unloading that may be involved. The cost of handling and placing materials furnished by the Agency shall be considered as included in the price paid for the contract item involving such furnished material.

The Contractor will be held responsible for all materials furnished to it, and it shall pay all demurrage and storage charges. Furnished materials, after delivery to Contractor, lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the Agency for the cost of replacing lost or damaged furnished material and such costs may be deducted from any monies due or to become due the Contractor.

#### 4-1.3 Inspection Requirements

**4-1.3.4 Certificates of Compliance.** The Engineer may require certificates of compliance with the specifications for materials or manufactured items produced outside of the job site. Such certificates will not relieve the Contractor from the requirements of providing material and manufactured items complying with the specifications even though they have been incorporated into the job.

**4-1.6 Trade Names or Equals.** It is the intent of these specifications to permit the Contractor to supply any of the materials specified or offer an equivalent. The Engineer shall determine whether the material offered is equivalent to that specified.

Whenever any particular material, process, or equipment is indicated by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words "or equal". A listing of materials is not intended to be comprehensive, or in order of preference. The Contractor may offer any material, process, or equipment which it considers to be equivalent to that indicated. Substantiating data for any material, equipment or product, proposed to be used by the Contractor, as an equivalent or equal to the specified material, equipment or product, shall be submitted by the Bidder within seven calendar days after the bids are opened.

The Contractor shall, at its expense, furnish data concerning items offered by it as equivalent to those specified. It shall have the material tested as required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the item will fulfill its intended function.

Test methods shall be subject to the approval of the Engineer. Test results shall be reported promptly to the Engineer, who will evaluate the results and determine if the substitute item is equivalent. Its findings shall be final. Installation and use of a substitute item shall not be made until approved by the Engineer.

If a substitute offered by the Contractor is found to be not equal to the specified material, the Contractor shall furnish and install the specified material.

The specified contract completion time shall not be affected by any circumstance developing from the provisions of this section.

**4-1.6.1 Compatibility with Design.** Where the size, configuration, weight, fastening locations, fastening strength, utility rough-in locations, and utility capacities of equipment or devices offered by the Contractor as equivalents do not conform to those provided for in the Contract Documents or those which are necessary for equipment or devices indicated by brand names, the Contractor shall bear all costs of redesign and changes in construction necessary to adapt the offered equipment or device to the Work.

Equipment or devices will not be considered "equal" where the life cycle cost of operation, utilities and maintenance of the offered alternate is greater than those listed by brand names. Life cycle costs shall mean utility charges (demand and usage charges), maintenance, operating personnel and replacement (equipment, installation and down time expenses) all reduced to an average annual rate using the current interest rate earned on funds invested by the County Treasurer.

**4-1.6.2 Trade Names Listed.** Where the Agency has listed products by brand or trade name on the plans or in the specifications, or both, this shall not be construed as meaning every product may be used without furnishing shop drawings, without redesign of the facility or without a change in utility rough-in requirements.

Where use of products listed on the plans or in the specifications, or both, or where use of substitute proposed as an "equal" product requires shop drawings, redesign of the facility, or revisions in the size and location of rough-in utility connections, or in connecting work, the Contractor shall provide any necessary shop drawings, or shall cause the preparation of any necessary redesign or revisions to the plans at its own expense and shall bear the full cost of any necessary additional construction or reconstruction work. No work described in shop drawings, redesign, or a revision to the plans shall be undertaken until such shop drawings, redesign, or revisions have been approved by the Engineer. Any proposed redesign or revision to the plans shall be accompanied by complete computations and details prepared by an appropriate licensed design professional.

## SECTION 5 - UTILITIES

### 5-5 DELAYS

**5-5.1 Cooperation During Utility Relocation.** When utilities are to be relocated during construction, the Contractor shall cooperate and coordinate with the respective utility owners so they may relocate their facilities to clear the Work. Delays in relocation of utilities which result from failure to cooperate and coordinate will not be a cause for an extension of time or non-working days.

## SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

**6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.** The requirements of this section concerning submission of construction schedules shall not apply to projects where the time allowed to complete the Work is less than 25 working days or the total contract price bid is less than \$50,000.

The Contractor shall submit a construction schedule concurrently with the submittal of signed Contract, contract bonds, and certificate of insurance. The notice to proceed will be delayed until the schedule is received. See 6-7.4, Starting of Contract Time.

The construction schedule shall be in the form of a bar graph and the cumulative percent work complete versus cumulative percent time elapsed as a line on the form shown in Appendix B and shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and completion dates of various activities, submittal of shop drawings to the Engineer for approval, procurement of materials, and scheduling of equipment. The construction schedule shall recognize the requirements of 5-5. The construction schedule shall reflect obtaining all materials and completing all work under the Contract within the specified time and in accordance with these specifications. If the Contractor intends to complete the Work prior to the time for completion, the intended date of completion shall be set forth in the construction schedule and the Contractor shall execute a contract change order that changes the number of working days allowed for completion to conform with such intended completion date. The change order shall not change the contract price. The Contractor may submit a computer generated schedule in lieu of the form in Appendix B, provided all of the elements shown on that form or specified herein are included.

If the proposed percent work complete versus percent time elapsed line falls below and to the right of the solid line drawn on Appendix B, the Contractor shall provide sufficient information and backup to show that the Work can be completed on time.

If the Contractor desires to make a major change in its method of operations after commencing construction, or if its schedule fails to reflect the actual progress, it shall submit to the Agency a revised construction schedule in advance of beginning revised operations.

An updated construction schedule shall be submitted prior to the next progress payment closure date whenever the actual percent work complete versus percent time elapsed curve falls below and to the right of the solid line shown on Appendix B.

When required by the special provisions, a revised schedule shall be submitted monthly prior to each progress payment closure date. Processing of the progress payment will be delayed until such revised schedule complying with this section is received.

Revised and updated schedules shall show actual completion to the date of the revision in the lower segmented bar for each item.

The construction schedule and progress curve shall be prepared as follows (see example - Appendix C):

1. Complete the heading using identification data from the notice inviting bids.
2. List the items of work individually or combined, either as items making up the same element of work, such as concrete and reinforcing steel; or combined as nonrelated minor items, such as slide gates and trash rack.
3. Assign a value in working days for each horizontal space that will permit showing the entire performance time within the limits of the space provided, and note the value used in the space provided in the lower part of the form.
4. Locate the end of performance time and draw a vertical line. Label this vertical line "End Performance Time". Intermediate vertical lines may be drawn and numbered at top, if desired.

## 6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. (Continued)

5. Construct a bar graph in the upper segmented bar for each line item to indicate the period during which work will be performed. Do not use the lower segmented bar for preparation of the schedule. Move-in time and delivery time for materials shall be shown if significant to the schedule.
6. Using the scales at the bottom and right side of the chart, prepare a planned progress curve in the following manner:
  - a. Draw vertical lines through all the bar graphs at intervals representing 20 to 30 days of performance time. Compute the dollar value of work which you expect to have completed for each item of work on the day of performance time indicated by the vertical line. Estimate the value of the completed portion of lump-sum items as of that date.
  - b. Compute total value of all work expected to be completed, in accordance with above criteria, at each of the vertical lines. Divide these figures by the total contract price to determine the percentage of the entire Contract planned for completion at day of performance time indicated by each vertical line.
  - c. Divide the days of performance time at each vertical line by the total contract performance time to obtain the percentage of elapsed performance time.
  - d. Plot each percentage of completion value figure computed in Paragraph "b" against the corresponding percentage of completion time using scales on the bottom and right side of page. There is no direct relationship between the scale at the bottom of the page showing percent of time and the scale at the top of the page showing working days of construction performance time.
  - e. Connect all points plotted under Paragraph "d" with a line which will show the planned progress for the entire job.

**6-1.1 Beginning of Work.** The issuance of notice to proceed by Agency shall constitute the Contractor's authority to enter upon the site of the Work and to begin operations provided it has also notified Engineer at least 24 hours in advance. Entry upon the site without authority will be treated as trespassing.

**6-1.2 Starting Work.** The Contractor may start work at any time after the Notice to Proceed is issued but work shall begin within 15 days after the starting date for the Contract, or at such other time as may be indicated in the special provisions. The actual date on which the Contractor starts work will not affect the required time for completion as provided for in 6-7 and 6-7.1.

**6-1.3 Work Sequence.** If required by the special provisions, the Contractor shall start construction operations on that part of the project designated by the Engineer.

**6-1.4 Resources Required.** The Work shall be conducted in such a manner and with sufficient materials, equipment, and labor to insure its completion in accordance with the plans and specifications within the time set forth in the Contract.

## 6-3 SUSPENSION OF WORK

**6-3.3 Temporary Suspension of Work.** Should suspension of work be ordered by reason of the failure of the Contractor to carry out orders or to perform any provisions of the Contract; or by reason of weather conditions being unsuitable for performing any item or items of work; the Contractor, at its expense, shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public traffic during the period of such suspension. In the event that the Contractor fails to perform the work above specified, the Agency may perform such work and the cost thereof will be deducted from monies due or to become due the Contractor.

If the Engineer orders a suspension of all of the Work, or a portion of the Work which is the current controlling operation or operations, due to unsuitable weather or to such other conditions as are considered unfavorable to the suitable prosecution of the Work, the days on which the suspension is in effect shall not be considered working days.

If a portion of work at the time of such suspension is not a current controlling operation or operations, but subsequently does become the current controlling operation or operations, the determination of working days will be made on the basis of the then current controlling operation or operations.

If a suspension of work is ordered by the Engineer due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the Contract, the days on which the suspension order is in effect shall be considered working days if such days are working days as defined.

**6-6 DELAYS AND EXTENSIONS OF TIME**

**6-6.3 Payment for Delays to Contractor.** The Contractor will be compensated for damages incurred due to delays for which the Agency is responsible if such delays are unreasonable in the circumstances involved and were not within the contemplation of the parties when the Contract was awarded to the Contractor. Such actual costs will be determined by the Engineer. The Agency will not be liable for, and in making this determination the Engineer will exclude, all damages which the Engineer determines the Contractor could have avoided by any reasonable means including, without limitation, the judicious handling of forces, equipment, or plant.

**6-6.4 Written Notice and Report**

**6-6.4.1 Documentation of Delays.** When the Contractor requests an extension of time for delay due to inability to obtain materials or equipment, the documentary proof required by 6-6.1 shall include the following:

1. Date Engineer was notified of delay.
2. Date the delay began.
3. Exact description of material or equipment causing delay.
4. Documentation showing when and from whom ordered.
5. Documentation of promise to deliver.
6. Documentation of actual delivery date.
7. Description of how late delivery caused delay (include construction schedule).
8. Documentation of measures taken to get prompt delivery.
9. Documentation of attempts to get delivery from other sources.
10. Description of steps taken in project scheduling to minimize effects of late delivery.
11. Description of steps taken to get project back on schedule after actual delivery.
12. Statement of actual time lost as a result of late delivery.

**6-7 TIME OF COMPLETION**

**6-7.2.1 Holidays.** Solely for the purposes of paragraph (3) of 6-7.2, the following days are designated as holidays by the Agency.

<u>MONTH</u>	<u>A</u>		<u>B</u>
	<u>AGENCY EMPLOYEE HOLIDAYS</u>		<u>OTHER DESIGNATED HOLIDAYS</u>
January .....	1st day; 3rd Monday .....		None
February .....	3rd Monday .....		12th day
March-April .....	None .....		One Friday between March 21 and April 23, designated as Good Friday
May .....	Last Monday .....		None
June .....	None .....		None
July .....	4th day .....		None
August .....	None .....		None
September .....	1st Monday .....		9th day
October .....	None .....		2nd Monday
November .....	4th Thursday .....		11th day; the Friday following the 4th Thursday
December .....	25th .....		23rd day, only if Thursday or Friday; 24th day; 31st day

If any day listed above falls on Saturday, the preceding Friday is the holiday. If any day listed above falls on Sunday, the succeeding Monday is the holiday. No extra holiday shall result when such Friday or Monday is already designated as a holiday.

A copy of a working day calendar incorporating the above-listed holidays and used by the Agency for contract time accounting purpose will be furnished to the Contractor upon request.

The term "holiday" as used in this section shall not be construed as being the same as "holiday" within the meaning of 7-2.2.

#### **6-7.2.1 Holidays. (Continued)**

The Contractor may perform work on the holidays designated in Column A above provided it has obtained prior written approval of the Engineer at least two days in advance of performing the work. The Contractor may perform work on the holidays designated in Column B above provided the Contractor notifies the Engineer two days in advance of the holiday.

**6-7.2.2 Plant Maintenance Period.** Where a plant maintenance period is specified, the portion of the time in such period that follows the completion of all other work required by the Contract shall not be working days for contract time accounting.

**6-7.4 Starting Date for Contract Time and Notice to Proceed.** The starting date for contract time accounting will be determined by adding the number of days indicated on the proposal form to the date the Contract is awarded, however the Agency may, at its option, delay the starting date by not more than 60 calendar days if necessary to obtain permits, rights-of-way, or approval of federal or state authorities, or when prevented from starting the project due to causes beyond its control. Notice to proceed will be issued within 7 calendar days after the Contract, bonds, certificates of insurance and other documents have been returned, properly completed by the Contractor, unless the starting date is delayed as herein provided. If the Agency delays the contract starting date, notice to proceed will be issued at least 7 calendar days prior to the new starting date. Any delay caused by failure of the Contractor to properly complete or timely return the Contract Documents shall not change the contract starting date and shall not be a cause for extending the contract time. The notice of award will indicate a probable contract starting date. The notice to proceed will indicate the actual contract starting date, computed as herein described.

### **6-8 COMPLETION, ACCEPTANCE AND GUARANTEE.**

**6-8.1 Completion and Acceptance.** Acknowledgment of completion of the Work will occur prior to Acceptance by the Agency. Acceptance will only occur after all Contract requirements have been fulfilled, such as training, submission of guarantees, maintenance manuals, record drawings, Release on Contract and the like. Acceptance by the Agency will occur when the Engineer signs the Notice of Completion.

The Work will be inspected by the Engineer promptly upon receipt of the Contractor's written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the plans and specifications, the Engineer will acknowledge completion of the Work. Completion of the Work, as used above, shall include the Contractor showing evidence of having received an occupancy clearance from Building and Safety, or other permit issuing agency, when a building, plumbing electrical, grading, or other permit is required for the Work. The Engineer will, in acknowledging completion of the Work, set forth in writing the date when the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect the Work. This will also be the date to which liquidated damages will be computed.

**6-8.2 Guarantee** The Work shall be guaranteed by the Contractor against defective workmanship and materials furnished by the Contractor for a period of 1 year from the date the Work was completed. The Contractor shall replace or repair any such defective workmanship and materials in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repair within the time specified in the notice, the Agency may perform the replacement or repair and the Contractor and its sureties shall be liable for the cost thereof.

**6-8.3 Plant Maintenance Period.** Final acceptance of the Contract shall follow the satisfactory completion of all contract work, including the plant maintenance period if one is specified.

**6-8.4 No Waiver of Legal Rights.** The Agency shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefor from showing the true amount and character of the Work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate, or certificate is untrue or is incorrectly made, nor that the Work or materials do not in fact conform to the Contract.

The Agency shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or its sureties, or both, such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract.

Neither the acceptance by the Engineer or by its representative, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right to damages.

A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

**6-8.5 Non-complying Work.** Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Agency, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

**6-8.6 Written Guarantees.** The Contractor shall obtain and deliver to the Engineer all written guarantees required to be furnished by the specifications. Each of such guarantees shall be underwritten by the Contractor for the full period prescribed therein, and shall bear its endorsement to such effect.

**6-10 USE OF IMPROVEMENT DURING CONSTRUCTION.** The Agency reserves the right to take over and utilize all or part of any completed facility or appurtenance. The Contractor will be notified in writing in advance of such action. Such action by the Agency will relieve the Contractor of responsibility for injury or damage to said completed portions of the improvement resulting from use by public traffic or from the action of the elements or from any other cause, except injury or damage resulting from the Contractor's operations or negligence. The Contractor will not be required to reclean such portions of the improvement before field completion, except for cleanup made necessary by its operations. Nothing in this section shall be construed as relieving the Contractor from full responsibility for correcting defective work or materials.

In the event the Agency exercises its right to place into service and utilize all or part of any completed facility or appurtenance, the Agency shall assume the responsibility and liability for injury to persons or property arising out of or resulting from the utilization of the facility or appurtenance so placed into service, except for any willful or negligent act or omission by the Contractor, subcontractor, their officers, employees or agents.

**6-10.1 Use of Improvements - Exceptions.** The provisions of 6-10 shall not apply to projects for the repair, modification, enlargement or improvement of existing facilities that are to remain in use during construction except where a portion of the project which is completely independent from the rest of the Work can be completed and put into use by the Agency.

**6-10.2 Use of Improvements - Written Notice.** Any taking over of the Work by the Agency as provided in 6-10 or 6-10.1 shall be effective only when formal written notification is issued by the Agency.

**6-11 NOTICE OF POTENTIAL CLAIM FOR ADDITIONAL COMPENSATION.** Procedures for notice of claims in specific situations and circumstances are provided in the following sections:

- 3-4..... Changed Conditions
- 6-6.4..... Delay and Extensions of Time
- 6-7.3..... Contract Time Accounting

Compliance with this section is not prerequisite to assertion of a claim involving those subsections or based on differences in measurements or errors of computation as to contract quantities.

Compliance with the provisions of this section is required in all other situations and circumstances.

It is the intention of this section that differences arising between the parties under and by virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action taken to resolve such differences.

The Contractor shall give the Engineer written notice of a potential claim, setting forth: (1) the reasons for which the Contractor believes additional compensation will or may be due; (2) the nature of the costs involved; and (3) insofar as possible, the amount of the potential claim.

If the claim is based upon an act or failure to act by the Engineer, the said notice must be given to the Engineer prior to the date when the work giving rise to the potential claim is commenced; in all other cases the said notice must be given to the Engineer within 15 days after the happening of the event, thing or occurrence giving rise to the potential claim.

The Contractor shall not be entitled to the payment of any additional compensation where the written notice of potential claim has not been given to the Engineer in the manner required by and within the time limitations of this section.

## **6-12 DISPUTES AND CLAIMS; PROCEDURE.**

**6-12.1 GENERAL.** Any and all decisions made on appeal pursuant to this section shall be in writing. Any "decision" purportedly made pursuant to this section which is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

Filing or giving the notices required under 3-4, 6-6.4, 6-7.3 and 6-11 is prerequisite to recovery under a Contractor's claim for additional compensation; nothing in this section shall excuse the Contractor from its duty to file or give the required notices, or from performing other duties required by the Contract Documents.

**6-12.2 ADMINISTRATIVE REVIEW.** Prior to filing a Complaint in Arbitration, the Contractor shall exhaust its administrative remedies by attempting to resolve its dispute or claim with Agency's staff in the following sequence:

Project Manager  
Deputy Director of Public Works  
Director of Public Works (Director)

Should the Project Manager or the Deputy Director of Public Works fail to address a request by the Contractor for review of a disputed decision within 14 calendar days after receiving such request, the Contractor may proceed directly to the next person on the list.

At the option of the Agency, the person to whom the request for review is directed may elect to take such request to a higher level and the Contractor's request shall be deemed to be properly submitted to such higher level.

The Director shall address disputes or claims within 28 calendar days after receiving such request and all necessary supporting data. The Director's decision on the dispute or claim shall be the Agency's final decision.

### **6-12.2 ADMINISTRATIVE REVIEW. (Continued)**

Requests for review made to the Project Manager may be either oral or written. Requests for review made to the Deputy Director and Director shall be made in writing and shall include:

- a. A copy of the disputed decision.
- b. A statement as to why the Contractor believes the decision is in error.
- c. All correspondence and evidence that the Contractor wishes to have considered in the review. Where the request for review is made to the Director, in lieu of resubmitting correspondence and evidence which has already been submitted to the Deputy Director, the request may include a list of the previously submitted correspondence and evidence which should be considered by the Director. Any additional correspondence and evidence not previously submitted to the Deputy Director shall be included with the request to the Director, if the Contractor wishes it to be considered. If relevant evidence is not available at the time the request is made to the Deputy Director or Director, such evidence shall be identified and a statement included as to when such evidence will be submitted.

Each request for review shall be submitted by the Contractor within 21 calendar days of receipt of the decision which it wishes reviewed.

**6-12.3 ARBITRATION.** Claims and disputes arising under or related to the performance of the Contract, except for claims which have been released by execution of the "Release on Contract" as provided in 9-4, shall be resolved by arbitration unless the Agency and the Contractor agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in a court of competent jurisdiction. Arbitration shall be pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2 of the Public Contract Code and the regulations promulgated thereto, Chapter 4 (commencing with Section 1300) of Division 2 of Title 1 of the California Code of Regulations. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence and, in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of said Chapter 4. A Complaint in Arbitration by the Contractor shall be filed not later than 90 calendar days after receipt of the final written decision of the Agency on the claim or dispute or within 300 days after acceptance of the Work by the Agency if no written decision has been issued. For the purposes of this section, "acceptance of the Work by the Agency" shall be defined as the date the Notice of Completion is filed.

Where an election is made by either party to use the Simplified Claims Procedure provided under Sections 1340-1346 of said Chapter 4, the parties may mutually agree to waive representation by counsel.

All contracts valued at more than \$25,000 between the Contractor and its subcontractors and suppliers shall include a provision that the subcontractors and suppliers shall be bound to the Contractor to the same extent that the Contractor is bound to the Agency by all terms and provisions of the Contract, including this arbitration provision.

### **6-13 CONTRACTOR'S WORK HOURS**

**6-13.1 Working Hours Limitations.** Except as otherwise specified, no work shall be performed by the Contractor at the project site between the hours of 7:00 p.m. and 7:00 a.m. the following day, nor shall work be performed on Saturdays or Sundays.

**6-13.2 Regular Work Schedule.** The Contractor shall furnish a work schedule with the Construction Schedule required by 6-1 and inform the Engineer at least two days in advance of changing the schedule. The schedule shall include the times for starting and ending work on each day. Such starting and ending times shall not be more than 10 1/2 hours apart.

**6-13.3 Exceptions.** The limitations on working hours and days shall not apply to emergency work made necessary by unusual conditions where such work is necessary to protect the project work, to protect the property of others, to protect life, or to ensure the orderly flow of traffic.

The limitations of this section shall not apply where work at times other than allowed by 6-13.1 and 6-13.2 is necessary in order to make utility connections or is required by other provisions contained in these specifications in order to perform the work in the manner specified. In these cases, the Contractor shall obtain prior written approval of the Engineer at least two days in advance of performing the work.

## SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

### 7-2 LABOR

#### 7.2.1 General

**7-2.1.1 Special Qualifications.** Where the Engineer determines certain portions of the work require experience, training, certification or other special qualifications that may not be possessed by the average journeyman, such portions of the work will be specifically identified in the Special Provisions and the special qualifications identified.

When work requiring special qualifications is being performed, a person with such qualifications must be in immediate charge of the work. The person may be a lead journeyman, foreperson or trade superintendent. The general superintendent or a foreperson who is not specifically assigned to the area where the identified work is being performed will not be considered to be in immediate charge of the work.

Written certification of the required qualifications shall be furnished to the Engineer at least one week prior to the time work is commenced on the work requiring such qualifications. Such certification is subject to review and acceptance by the Engineer. If, during performance of work requiring special qualifications, the qualified person becomes temporarily or permanently unavailable to the Contractor, work shall not proceed until a qualified replacement has been accepted by the Engineer. The Engineer will promptly consider the certification of the replacement.

If identified work is performed without a person having the special qualifications in charge, the Engineer may, at its sole discretion, order such work removed and replaced at the Contractor's expense.

If, after certification is accepted, the Engineer finds that the certification was inaccurate, or work on the project indicates a lack of the knowledge and experience to supervise the work, the Engineer may order the work stopped until an acceptable replacement has been certified, accepted and is in charge.

#### 7-2.2 Laws.

**7-2.2.1 Apprentices.** Apprentices shall be employed on the Work in accordance with Labor Code Section 1777.5. The Contractor is responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations whether employed directly or through subcontractors.

**7-2.2.2 Contractors' Duties Concerning Labor Code Compliance.** Labor Code Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 are required to be included in the contract between the Contractor and subcontractors. The Contractor agrees to comply with these sections and all remaining provisions of the Labor Code.

### 7-3 INDEPENDENCE OF CONTRACTOR, INDEMNIFICATION AND POLLUTION

**7-3.1 Independence of Contractor.** It is understood and agreed that Contractor is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor will not be entitled to any benefits payable to employees of County, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. County is not required to make any tax or benefit deductions from the compensation payable to Contractor under the provisions of this Agreement. As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement.

If, in the performance of this Agreement, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor. County will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

**7-3.2 Indemnification and Hold Harmless Clause.** All activities arising out of or relating to the performance of the work covered by this contract shall be at the risk of Contractor. To the fullest extent permitted by law, Contractor shall defend (at County's request), indemnify and hold harmless Agency, and the County of Ventura if the County of Ventura is not the entity defined as Agency under this contract, including all of their boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, suits, actions, legal or administrative proceedings, judgments, debts, demands, damages, including injury or death to any person or persons, and damage to any property including loss of use resulting therefrom, incidental and consequential damages, liabilities, interest, costs, attorneys' fees and expenses of whatsoever kind of nature, whether arising before, during or after commencement or completion of this Contract, whether against Contractor, Agency or the County of Ventura or which are in any manner, directly, indirectly, in whole or in part, arising from any act, omission, fault or negligence, whether active or passive, of Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable in connection with or incident to the Contract, even though the same may have resulted from the joint, concurring or contributory negligence, whether active or passive, of Agency, the County of Ventura or any other person or persons, unless the same be caused by the sole negligence or willful misconduct of Agency or County of Ventura.

**7-3.3 Contamination and Pollution** Contractor, solely at its own cost and expense, will provide clean up of any premises, property or natural resources contaminated or polluted due to Contractor activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the Contractor will be borne entirely by the Contractor.

**7-4 INSURANCE REQUIREMENTS**

Contractor, at its sole cost and expense, shall obtain and maintain in full force during the term of this contract the following types of insurance:

**7-4.1 Workers' Compensation Insurance.**

**7-4.1.1** Workers' Compensation coverage, in full compliance with Labor Code 3700, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000. The Agency, the County of Ventura, its officers, employees or consultants, will not be responsible for any claims in law or equity occasioned by failure of Contractor to comply with this paragraph.

**7-4.1.2** Before execution of the contract by Agency, Contractor shall file with the Engineer the following signed certification:

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

**7-4.2 Commercial General Liability Insurance**

**7-4.2.1** "Occurrence" coverage in the minimum amount of:

<u>Coverage Class</u>	<u>Coverage</u>
L-A	\$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$1,000,000 aggregate
L-B	\$1,000,000 CSL bodily injury and property damage each occurrence and \$2,000,000 aggregate
L-C	\$5,000,000 CSL bodily injury and property damage each occurrence and \$5,000,000 aggregate

including but not limited to coverages for premises/operations; products/completed operations; independent contractors; underground, explosion and collapse hazards; personal injury; broad form property damage; broad form blanket contractual.

If no coverage class is specified in "Proposal", coverage class L-B shall apply.

**7-4.2.2** On projects where no explosives will be used and no demolition is involved, the coverage for explosion may be omitted. On projects where no excavation is involved, the coverage for underground hazard may be omitted. The omission of said coverages is at Agency's option, and shall not abrogate Contractor's responsibilities for indemnification as set forth in these specifications.

**7-4.2.3** All Excess Liability policies, if used, shall be on an "umbrella" or following form or the primary layer of coverage.

**7-4.3 Commercial Automobile Liability Insurance**

Coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including automobile liability, any auto.

**7-4.4 Property Insurance**

Contractor shall arrange for its own "Course of Construction" insurance on the project to protect its interests, as Agency does not have this coverage.

Contractor is responsible for delivering to Agency work completed in accordance with the contract except as provided in 7-18 (Acts of God). Should the work being constructed be damaged by fire or other causes during construction, it shall be replaced by Contractor in accordance with the requirements of the plans and specifications without additional expense to Agency.

**7-4.5 Other Insurance Provisions**

**7-4.5.1** All insurance required shall be issued by a company or companies authorized to transact business in the State of California which have a BEST rating of B+ or higher and a Financial Size Category (FSC) of VII or larger.

**7-4.5 Other Insurance Provisions (Continued)**

**7-4.5.2** All insurance required shall be primary coverage as respects Agency and any insurance or self-insurance maintained by Agency or the County of Ventura shall be excess of Contractor's insurance coverage and shall not contribute to it.

**7-4.5.3** Agency shall be notified immediately if any aggregate insurance limit is exceeded. Additional coverage shall be purchased to meet requirements.

**7-4.5.4** Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor for liability in excess of such coverage, nor shall it preclude Agency or the County of Ventura from taking such other actions as is available to it under any other provisions of this contract or otherwise in law.

**7-4.5.5** The Agency and the County of Ventura, including its boards, all special Districts governed by the Board of Supervisors, agencies, departments, officers, consultants, employees, agents and volunteers, shall be named as Additional Insured as respects work done by Contractor under the terms of the contract on all policies required (except Workers' Compensation).

**7-4.5.6 Waiver of Subrogation Rights.** Contractor agrees to waive all rights of subrogation against the Agency, the County of Ventura, its boards, districts, agencies, departments, officers, employees, agents and volunteers for losses arising directly or indirectly from the activities or work performed by Contractor under the contract (applies only to Workers' Compensation and Commercial General Liability).

**7-4.5.7** Policies shall not be canceled, non-renewed or reduced in scope of coverage until after 30 days written notice by registered mail has been given to Agency.

**7-4.5.8** Contractor shall provide Agency with the following insurance documents prior to execution of the contract by Agency. Copies of the endorsements required by 2, and 3 below may be furnished later when Insurance Coverage Classes L-A or L-B is specified but must be furnished before the first contract payment will be made.

1. Certificates of Insurance for all required coverages (see Appendix A for example) and indicating that the endorsement(s) required have been issued.
2. Additional Insured endorsements on form shown in Appendix A-2.
3. Waiver of Subrogation endorsements. (This may be called "Waiver of Transfer Rights of Recovery Against Others" or "Waiver of Our Right to Recover from Others").

It is the responsibility of the Contractor to confirm that all terms and conditions of Section 7-4 Insurance Provisions are complied with by any and all subcontractors that Contractor may use in the completion of this Agreement.

## **7-5 PERMITS**

**7-5.1 Highway and Railroad Permits.** The Engineer will obtain the basic State highway and railroad encroachment permits which will include checking of plans. However, the Contractor must also obtain permits from these agencies. Inspection fees charged by these agencies must be paid by the Contractor.

### **7-5.2 Grading Ordinance**

**7-5.2.1 General.** All excavation, filling and grading operations in Ventura County are governed by the Ventura County Grading Ordinance or City Ordinances, except within the project right of way shown on the plans.

**7-5.2.2 Permits Required.** Work outside the project right of way which involves excavation or filling of soils is subject to all requirements of the applicable grading ordinance. The requirements may include, but are not limited to, submitting of a grading plan prepared by a Civil Engineer, obtaining a grading permit, paying the permit fee, posting a grading bond, hiring professionals for engineering and testing services, compacting fills, constructing drainage facilities and providing erosion protection.

**7-5.2.3 Imported and Exported Material.** To insure that neither the Agency nor the Contractor is a party to aiding or abetting any property owner (who is ultimately responsible) to violate the applicable grading ordinance, no material shall be imported from or exported or wasted outside the project right of way until the Contractor has furnished the Engineer a copy of the grading permit or certificate of exemption covering such operation on land where material is to be deposited or excavated.

**7-5.2.4 Exemptions from Permit.** No grading permit is required of the Contractor for work performed within the project right of way shown on the plans or on borrow or disposal areas shown on the plans or described in the Special Provisions and which are specifically designated as being exempt from such permit requirements.

**7-5.3 Building Permit.** Agency will arrange for all required building and related permits from the Department of Building and Safety and other permit issuing agencies. No fees will be charged by these agencies to the Contractor for this Work. The Contractor may be required to furnish information to the permit issuing agencies, as required for the issuance of permits, and sign the permit.

### **7-5.4 Coastal Zone Permits**

**7-5.4.1 Agency Furnished Permits.** Permits required for work on the project within rights of way furnished by the Agency within the Coastal Zone will be obtained by the Agency.

**7-5.4.2 Contractor Furnished Permits.** Permits required for the Contractor's operations outside of rights of way furnished by the Agency must be obtained by the Contractor. Such permits are required for brush removal, grading, dredging, disposal of material and many other operations within the Coastal Zone.

**7-8.6 Water Pollution Control** The Contractor shall prevent, control, and abate discharges of pollutants from the construction site in order to protect the storm drain system, which includes pipes, channels, streams, waterways, and other bodies of water, by the construction, installation or performance of water pollution control measures as shown on the Stormwater Pollution Control Plan (SWPCP).

**7-8.6.1 Plan.** The Engineer will furnish a SWPCP form, with any Agency supplied data entered, together with the other contract document forms, as provided in 2-1.3. The SWPCP shall be prepared in accordance with the requirements of the Ventura Countywide Stormwater Quality Management Program, National Pollutant Discharge Elimination System (NPDES) Permit No. CAS063339 and County Ordinance No. 4142. The SWPCP shall identify potential pollutant sources on the construction site that may affect the quality of discharges, whether non-stormwater or stormwater, from the site and design the use and placement of water pollution control measures, Best Management Practices, to effectively prohibit the entry of pollutants from the site into the storm drain system during construction. The SWPCP may utilize the measures recommended in the California Storm Water Best Management Practices Construction Handbook dated March 1993. The Contractor shall complete, sign and submit the SWPCP prior to issuance of the Notice to Proceed as provided in 6-7.4.

**7-8.6.2 Measures.** All water pollution control measures shall conform to the requirements of the submitted SWPCP. If circumstances during the course of construction require changes to the original SWPCP, a revised SWPCP shall be promptly submitted to the Project Manager in each instance. If measures being taken are inadequate to control water pollution effectively, the Project Manager may direct the Contractor to revise the operations and no further work shall be performed until adequate water pollution control measures are implemented. No responsibility shall accrue to the Agency as a result of the plan or as a result of knowledge of the plan. All work installed by the Contractor in connection with the SWPCP but not specified to become a permanent part of the Work shall be removed and the site restored in so far as practical to its original condition prior to completion of the Work.

**7-8.6.3 Size of Work or affected area.** If the Work involves construction activity including clearing, grading or excavation that results in soil disturbance of 5 or more acres of total land area, or results in soil disturbances of less than 5 acres but is part of a work area larger than 5 acres, the Contractor shall, in addition to the other requirements, comply with the requirements of the State General Permit for Stormwater Discharges Associated with Construction Activity, NPDES General Permit No. CAS000002. Agency will submit, if it has not previously done so, a Notice of Intent to the State Water Resources Control Board, Division of Water Quality. The Contractor shall prepare and implement a Storm Water Pollution Prevention Plan for the Work.

## **7-10 PUBLIC CONVENIENCE AND SAFETY**

### **7-10.4.5 Asbestos Safety & Prohibited Use**

**7-10.4.5.1 Asbestos Warning Signs.** If any work is to be performed in an area of an existing building where there is the potential for employees working in the building to come into contact with, or release or disturb, asbestos or asbestos-containing construction materials, the Contractor shall post that area with a clear and conspicuous warning notice. The posted warning notice shall read, in print which is readily visible because of its large size and bright color, as follows:

**"CAUTION. ASBESTOS. CANCER AND LUNG DISEASE HAZARD. DO NOT DISTURB WITHOUT PROPER TRAINING AND EQUIPMENT."**

**7-10.4.5.2 Products Containing Asbestos.** No product containing any asbestos fibers shall be used on the work or by the Contractor on the project site unless specifically identified on the plans or in the special provisions as containing asbestos and not being subject to this section. Asbestos Cement (AC) pipe may be used, when specified, providing all worker safety regulations and manufacturer's recommendations are complied with.

### **7-15 No Text.**

**7-16 AFFIRMATIVE ACTION.** The Ventura County Affirmative Action Policy for Contractors and Vendors (Appendix E) shall be complied with. The Contractor shall sign and return a copy of Appendix E as part of the Contract Documents.

**7-17 Loss or Damage to the Work.** The Contractor is responsible for delivering to the Agency work completed in accordance with the contract except as provided in 7-18. Should the Work being constructed be damaged by fire or other causes before acceptance by the Agency, it shall be replaced in accordance with the requirements of the plans and specifications without additional expense to the Agency. The Agency does not carry "Course of Construction" insurance on the project. Contractor should arrange for its own insurance to protect its interests.

**7-18 Acts of God.** As provided in Sections 4150 and 4151 of the California Government Code, the Contractor shall not be responsible for the cost of repairing or restoring damaged portions of the Work determined to have been proximately caused by an act of God in excess of 5 percent of the contracted amount, provided that the work damaged was built in accordance with accepted and applicable building standards and the Specifications and Drawings. The Contractor shall obtain insurance to indemnify the Agency for any damage to the Work caused by an act of God if the premium of said insurance coverage is called for as a separate bid item in the bidding schedule for the Work. For purposes of this section, the term "acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, and tidal waves.

## SECTION 9 - MEASUREMENT AND PAYMENT

### 9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

### 9-3 PAYMENT

**9-3.1 General.** The quantities listed in the Bid schedule will not govern final payment unless identified by Agency on the Proposal as [F]. The symbol "[F]" indicates that the quantities shown on the Proposal form are the final pay quantities. Payment to the Contractor (except those items identified as [F]) will be made only for the actual quantities of Contract items constructed in accordance with the Plans and Specifications. Upon completion of construction, if the actual quantities show either an increase or decrease from the quantities given in the Bid schedule, the Contract Unit Prices will prevail subject to the provisions of 3-2.2.1. Payment for those items identified as [F] will be based on the quantities shown on the Proposal unless changed as provided in 3-2.2.1.

The unit and lump sum prices to be paid shall be full compensation for the items of work and all appurtenant work, including furnishing all materials, labor, equipment, tools and incidentals.

Payment for items shown on the Plans or required by the Specifications, for which no pay item is provided, shall be considered included in the prices named for the other items shown on the Proposal.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected material not unloaded from vehicles, material rejected after it has been placed, and material placed outside of the plan lines. No compensation will be allowed for disposing of rejected or excess material.

Whenever any portion of the Work is performed by the Agency at the Contractor's request, the cost thereof shall be charged against the Contractor, and may be deducted from any amount due or becoming due from the Agency.

Whenever immediate action is required to prevent injury, death, or property damage, and precautions which are the Contractor's responsibility have not been taken and are not reasonably expected to be taken, the Agency may, after reasonable attempt to notify the Contractor, cause such precautions to be taken and shall charge the cost thereof against the Contractor, or may deduct such cost from any amount due or becoming due from the Agency. Agency action or inaction under such circumstances shall not be construed as relieving the Contractor or its Surety from liability.

Payment shall not relieve the Contractor from its obligations under the Contract; nor shall such payment be construed to be acceptance of any of the Work. Payment shall not be construed as the transfer of ownership of any equipment or materials to the Agency. Responsibility of ownership shall remain with the Contractor who shall be obligated to store, protect, repair, replace, rebuild, or otherwise restore any fully or partially completed work or structure for which payment has been made; or replace any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to completion of the Work under the Contract, except as provided in 6-10.

Guarantee periods shall not be affected by any payment, but shall commence on the date equipment or material is placed into service at the written direction of the Engineer. In the event such items are not placed into service prior to partial or final completion of the project, the guarantee period will commence on the date set forth as the date of field completion in the Engineer's acknowledgement of completion.

If, within the time fixed by law, a properly executed notice to stop payment is filed with the Agency, due to the Contractor's failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment to the Contractor in accordance with applicable laws.

At the expiration of 35 days from the date of recording of the Notice of Completion, or as prescribed by law, the amount deducted from the final estimate and retained by the Agency will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

**9-3.2 Partial and Final Payment.** The Engineer will, after award of contract, establish a closure date for the purpose of making monthly progress payments. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the Agency's payment procedure.

Each month, the Engineer will make an approximate measurement of the work performed to the closure date and, as a basis for making monthly payments, estimate its value based on the contract unit prices or as provided for in 9-2. When the Work has been satisfactorily completed, the Engineer will determine the quantity of work performed and prepare the final estimate.

Work not conforming to the Contract Documents shall not be measured for payment.

Satisfactory progress is determined to occur if, on the closure date, the percentage of the Work yet to be performed is not more than twice the percentage of contract time remaining.

Satisfactory performance shall be, in addition to constructing the Work in accordance with the Contract Documents, the Contractor's compliance with those portions of the Contract Documents not directly related to the completed Work, including but not limited to: construction and maintenance of detours; diversion and control of water; protection and repair of existing facilities of the Agency and adjacent owners; site maintenance; coordination with utilities and other contractors on the site; proper survey procedures and records; obtaining required permits and inspections; complying with working hour limitations; providing a Contractor's representative while work is being performed; complying with environmental requirements; maintaining access and safety for users of facilities that are to remain in service during construction; and obeying all laws affecting the project.

From each progress estimate, 10 percent will be deducted and retained by the Agency, and the remainder less the amount of all previous payment will be paid to the Contractor. After 50 percent of the Work has been completed, if progress on the Work is, and remains satisfactory, the deduction to be made from the remaining progress estimates and from the final estimate may be limited to \$500 or 10 percent of the first half of the total contract amount, whichever is greater. During any period that performance or progress is unsatisfactory, the deduction for retention from payments shall be 10 percent of the total value of all work completed.

No progress payment made to the Contractor or its sureties will constitute a waiver of the liquidated damages under 6-9.

As provided for in Sections 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the Contract. In substituting securities, the Contractor may either:

- a. Deposit qualifying securities already owned by the Contractor with the Escrow prior to the contract payment date, or
- b. Direct the Agency to send retained funds to the Escrow to be invested by the Escrow in qualifying securities as directed by the Contractor.

**9-3.2.1 Release of Withheld Contract Funds.** Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an Escrow Agent as a substitute for retention earnings required to be withheld by Agency pursuant to the construction Contract between the Agency and the Contractor. A form of Escrow Agreement for Security Deposits in Lieu of Retention has been adopted by the Agency as one of the Contract Documents; procedures for implementing the provisions of the Escrow Agreement are contained in Escrow Instructions which shall become effective upon exercise of the option by the Contractor.

The Contractor shall take the following steps if it desires to substitute securities:

- a. Execute the Escrow Agreement for Security Deposits in Lieu of Retention.
- b. Furnish to the Escrow Agent a power of attorney and other forms necessary to empower the Escrow Agent to convert the securities to cash.
- c. Furnish to the Escrow Agent the securities described.
- d. Pay the Escrow Agent's fees and costs.

### 9-3.2.1 Release of Withheld Contract Funds. (Continued)

When the Contractor deposits with the Escrow Agent securities in lieu of money required to be withheld from progress payments, a sum of money equivalent to the current cash value of the securities as determined by the Escrow Agent shall be released to the Contractor by, or upon the direction of, the Agency.

If the total of the money plus the current cash conversion value of securities on deposit should fall below the aggregate amount of the sums required to be withheld from progress payments pursuant to 9-3.1 and 9-3.2, an amount equal to the difference shall be withheld from the next regular progress payment in addition to the amount which would ordinarily be withheld pursuant to 9-3.1 and 9-3.2. If the next regular progress payment is less than the total of the amounts to be withheld therefrom, the Contractor shall immediately either deposit with the Agency cash in the amount of the difference or deposit with the Escrow Agent additional securities having a current cash conversion value equal to or greater than the difference.

The Contractor shall be the beneficial owner of any such securities on deposit with the Escrow Agency and shall be entitled to any interest earned thereon prior to conversion. The Agency may direct the Escrow Agency to convert securities with the Escrow Agency into cash, and to deliver the cash to the Agency, in any case where the Contractor is in default, including the following:

- a. where the Agency would be entitled to use funds withheld pursuant to 9-3.1 and 9-3.2 to satisfy claims of workers, materials suppliers or subcontractors, or to complete or correct work which the Contractor has failed or refused to complete or correct, or
- b. where the Contractor has failed to comply with the requirements of this section respecting the deposit of additional cash or securities to make up for a fall in the value of securities already on deposit with the Escrow Agency.

The Agency may hold and use cash resulting from such a conversion of securities in the same manner as it would be entitled to hold and use funds withheld pursuant to 9-3.1 and 9-3.2.

**9-3.2.2 Timely Progress Payments.** As required by Public Contract Code Section 20104.50, the Contractor is informed that should a progress payment not be made within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor, the Agency shall pay interest to the Contractor on the unpaid amount at the rate set forth in the Code of Civil Procedures, Section 685.010(a). Agency shall promptly review payment requests, and if not determined to be proper, document to the Contractor, within seven days, the reasons why the request is not proper.

Contractor should refer to the code sections cited for further information.

**9-3.3 Delivered Materials.** Payment for the cost of materials and equipment delivered to the project site but not incorporated in the Work will be included in the progress estimate if, prior to the closure date for the monthly progress payment, the material or equipment is listed by the Contractor on the Agency's form together with date of delivery, vendor's or subcontractor's name and cost; is accompanied by a copy of an invoice showing the cost thereof; has an aggregate cost in excess of \$5,000 for each progress payment; is currently on the project site at an approved location and in good condition; and is one of the following:

1. Precast concrete units weighing more than 100 kilograms (200 pounds) each.
2. Structural steel members weighing more than 100 kilograms (200 pounds) each.
3. Individual pieces of electrical equipment costing over \$1,000 each.
4. Individual pieces of mechanical equipment costing over \$1,000 each.
5. Reinforced concrete pipe of any size.
6. Storm drainage pipe 900 mm (36") in diameter and larger.
7. Water and sewer pipe 300 mm (12") in diameter and larger.
8. Finish hardware for doors.
9. Other individual items of equipment costing over \$1,000 each
10. Materials where the aggregate value of a single type of material exceeds \$1,000 and is either:
  - a) Fabricated or cut to fit the project before delivery, or
  - b) Of a size or type not available from any manufacturer without a special production run.

**9-3.3 Delivered Materials. (Continued)**

On unit price bid items, the amount paid for materials or equipment delivered but not incorporated in the Work shall not exceed 75% of the amount of the bid item which includes such material or equipment.

On lump sum bid items, the amount paid for materials and equipment delivered and not incorporated in the Work shall not exceed 75% of the item in the approved schedule submitted in accordance with 9-2 of which such materials or equipment is a part.

Should materials or equipment previously paid for be damaged, destroyed, stolen or removed from the jobsite, the payment previously made therefor will be deducted from the next progress payment, unless such materials or equipment are replaced prior thereto.

On the closure date for progress payments, as provided in 9-3.2, the Contractor shall certify that all materials and equipment not incorporated into the Work, for which payment has previously been made or is being requested, is still at the job site and in good condition. Failure to provide such certification will be cause for deducting previous payments for materials not incorporated in the Work from the amount due the Contractor in the progress payment.

Payment for materials or equipment, as provided herein, shall not constitute approval or acceptance thereof nor shall such payment modify or abridge any of the rights the Agency has under the specifications or at law nor relieve the Surety of any of its obligations under the bonds.

**9-3.4 Mobilization**

**9-3.4.1 Scope.** Mobilization includes preliminary services, work and operations, including but not limited to, furnishing required bonds, obtaining necessary permits and work areas, providing a specified field office, the movement of labor, supplies, equipment and incidentals to the project site, and for all other work, services and operations which must be performed or for which costs are incurred prior to performing work of the other contract items.

**9-3.4.2 Payment.** The contract lump sum price for mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, services and incidentals and for doing all work involved in mobilization as specified herein. Where no bid item is provided for mobilization, payment for mobilization shall be considered to be included in the other bid items. Payment for mobilization will be made as the Work proceeds on the following basis except that where a field office is required by the specifications, no payment for mobilization will be made until the specified field office has been provided:

Partial payment estimate (excluding mobilization payment) as a percentage of the original contract price (excluding the mobilization bid item).		Cumulative amount of mobilization pay item earned is the lesser of the amounts as computed by these two columns.	
Equal to or greater than	Less than	Percentage of mobilization pay item	Percentage of the original contract total.
5	10	50	5
10	20	75	7.5
20	50	95	9.5
50	100	100	10
100		100	

**9-4 TERMINATION OF AGENCY LIABILITY.** The Agency will not make final payment, nor release securities on deposit pursuant to 9-3.2.1, until the Contractor has executed a "Release on Contract" form. Said form shall release and discharge the Agency from all claims of and liability to the Contractor for all manner of debts, demands, accounts, claims, and causes of action under or by virtue of said Contract except:

- a. The claim against the Agency for the remainder, if any, of the amounts retained as provided in 9-3.2, and any amounts retained as required by Stop Notices or Labor Code provisions.
- b. Any unsettled claims or disputes listed on the Release on Contract form which have been processed in compliance with the requirements for making claims under the Contract, including given timely notice pursuant to the applicable provisions of the Contract and following the procedure set forth in 6-12.

Acceptance of the Release on Contract by the Agency shall not be deemed a waiver or release of the Agency's right to contest either the substantive or procedural validity of any listed unsettled claims or disputes.

When executing the Release on Contract, the Contractor shall certify that each unsettled claim or dispute listed thereon has been processed in compliance with the requirements for making claims under the Contract, including giving timely notice pursuant to the applicable provisions of the Contract and following the procedures for resolution of disputes or claims set forth in 6-12 and that acceptance of the Release on Contract by the Agency shall not be deemed a waiver or release of the Agency's right to contest either the substantive or procedural validity of any listed unsettled claims or disputes.

A payment of \$1.00 will be made to the Contractor for executing this document.

**SECTION 10**  
**DIVERSION, CONTROL AND REMOVAL OF WATER**

**10-1 DESCRIPTION.** This section covers the diversion, control and removal of all water entering into the construction area or otherwise affecting construction activities.

**10-2 REQUIREMENTS.** All permanent construction shall be performed in a site free from water unless otherwise provided for in the special provisions. The Contractor shall construct, maintain, and operate all necessary cofferdams, pumps, channels, flumes, drains, well points and/or other temporary diversion, protective, and water removal works required for diversion, control and removal of all water, whether surface or groundwater, whatever its source, during construction.

Inundation of partially completed work due to lack of control during non-working periods will not be permitted, and may be cause for requiring removal and replacement of work already completed.

The Contractor shall be responsible for obtaining the use of any property in addition to that provided for in the plans and specifications, which may be required for the diversion, protective, and water removal works so as not to create a hazard to persons or property or to interfere with the water rights of others.

It shall be understood and agreed that the Contractor shall hold the Agency and the Engineer harmless from legal action taken by any third party with respect to construction and operations of the diversion and protective works.

**10-3 DIVERSION AND CONTROL WORKS.**

Prior to beginning of work involving diversion, control and removal of water, the Contractor shall submit a water control plan to the Engineer. In the event circumstances during the course of construction require changes to the original water control plan, a revised water control plan shall be promptly submitted to the Engineer in each instance. No responsibility shall accrue to the Engineer or the Agency as a result of the plan or as a result of knowledge of the plan.

Construction and operation of the diversion, control and removal works shall be in accordance with the water control plan submitted, except deviations therefrom may be specifically approved by the Engineer.

All works installed by the Contractor in connection with dewatering, control, and diversion of water but not specified to become a permanent part of the project, shall be removed and the site restored, insofar as practical, to its original condition prior to completion of construction or when directed by the Engineer.

**10-4 PAYMENT.** No separate bid item is included. Payment for this item of work will be considered to be included in the payments made for other items of contract work to which water control is incidental.

**PART 2**

**CONSTRUCTION MATERIALS**

**SECTION 200 - ROCK MATERIALS**

**200-1 ROCK PRODUCTS**

**200-1.6 Stone for Riprap**

**200-1.6.1A Alternate Stone for Riprap.** As an alternate to the requirements of Subsection 200-1.6, the sample may be subject to the following tests:

TESTS	TEST METHOD NO.	REQUIREMENTS
Apparent Specific Gravity	ASTM C 127	2.40 Min.
Resistance to Abrasion	ASTM C 535, Grading 1	35% Max.
Soundness	Section 211-8	10% Max.
Wet and Dry Loss	Section 211-9	5% Max.
Solubility	Section 211-10	No Loss

All rock shall be angular or subangular in shape. Angular shall be defined as having sharp corners and straight planes on all faces, with no evidence of wear caused by wind, water or abrasion. Subangular shall be defined the same as angular except that evidence of wear by wind, water or abrasion may be allowed. Determination of angularity will be made by the Engineer.

**200-1.6.2 Riprap Size**

The individual classes of rock used for riprap shall conform to the following:

Rock Sizes	RIPRAP CLASSES					
	1-Tonne (1 Ton)	½-Tonne (½ Ton)	¼-Tonne (¼ Ton)	Light	Facing	Cobble
	PERCENTAGE LARGER THAN					
2-Tonne (2-Ton)	0-5					
1-Tonne (1-Ton)	50-100	0-5				
½-Tonne (½-Ton)		50-100	0-5			
¼-Tonne (¼-Ton)	90-100		50-100	0-5		
100 kg (200-lb)		90-100		50-100	0-5	
35 kg (75-lb)			90-100	90-100	50-100	0-5
10 kg (25-lb)					90-100	95-100
0.5 kg (1-lb)	100	100	100	100	100	100

The amount of material smaller than the smallest size listed in the table for any class of riprap shall not exceed the percentage limit listed in the table determined on a weight basis.

Compliance with the percentage limit shown in the table for all other sizes of the individual pieces of any class of riprap shall be determined by the ratio of the number of individual pieces larger than the specified size compared to the total number of individual pieces larger than the smallest size listed in the table for that class.

Flat or needle shapes will not be accepted unless the thickness of individual pieces is greater than 1/3 the length.

Before placing in final location, depositing, or stockpiling within the project limits, each individual load of riprap must meet the size requirements of the class specified.

**SECTION 203 - BITUMINOUS MATERIAL**

**203-13 MALTENE EMULSION**

**203-13.1 General.** A maltene emulsion shall be composed of a petroleum resin oil base, uniformly emulsified with water.

**203-13.2 Testing Requirements.** The maltene emulsion shall conform to the following requirements:

Specification Designation	Test Method	Requirements
Viscosity, S.F., at 25°C (77°F), sec.	ASTM D 244	15-40
Residue, % Min. (1)	ASTM D 244 (1)	60
Miscibility Test (2)	ASTM D 244 (1)	No Coagulation
Sieve Test, % Max. (3)	ASTM D 244 (1)	0.10
Particle Charge Test	ASTM D 244	Positive
<b>Tests on Residue from ASTM D 244 Modified (1):</b>		
Viscosity, cs., 60°C (140°F)	ASTM D 445	100-200
Asphaltenes, % Max.	ASTM D 2006	0.75
Maltenes Dist. Ratio (4) $(PC + A_1)/(S + A_2)$		

- (1) ASTM D 244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 150°C (300°F) until foaming ceases, then cool immediately and calculate results.
- (2) Test procedure identical with ASTM D 244 except that 0.02 Normal Calcium Chloride solution shall be used in place of distilled water.
- (3) Test procedure identical with ASTM D 244 except that distilled water shall be used in place of 2% sodium oleate solution.
- (4) In the Maltenes Distribution Ratio Test by ASTM Method D 2006.

PC = Polar Compounds                      S = Saturates  
 A<sub>1</sub> = First Acidifins                      A<sub>2</sub> = Second Acidifins

The material shall have a record of increasing the ductility and decreasing the viscosity of the asphalt binder in the pavement surface.

**203-13.3 Test Reports and Certification.** Test reports and certifications shall be made in accordance with applicable portions of 203-1.3.

**203-13.4 Temperatures.** Temperature controls for maltene emulsions shall conform to the requirements of 203-3.4.

The temperature at application shall not exceed 54°C (130°F).

**203-13.5 Distributing.** Before spreading, the maltene emulsion shall be cut back at a rate of 1 part water to 2 parts emulsion.

Distribution shall be the same as specified 302-5.4.1.

**203-13.6 Measurement and Payment.** The maltene emulsion will be measured and paid for at the contract unit price per tonne (ton) diluted and in place.

**SECTION 206 - MISCELLANEOUS METAL ITEMS**

**206-3 GRAY IRON CASTINGS**

**206-3.3 Manhole Frame and Cover Sets**

**206-3.3.1 Selection.** Unless otherwise specified, manhole frames and covers shall be in accordance with the following standard plans contained in the SPPWC:

Clear Opening Diameter mm (Inches)	SPPWC Plan No.	Catalog Numbers	
		Alhambra Foundry	Long Beach Iron Works
600 (24)	630-1	A-1495	X-162
675 (27)	631-1	A-1496	X-164
750 (30)	632-1	A-1497	X-163
900 (36)	633-1	A-1498	X-106A

**206-5 METAL RAILINGS.**

**206-5.2 Flexible Metal Guard Rail Materials.**

**206.5.2A Flexible Metal Guard Rail Materials; Modification.** The "Construction" grade Douglas Fir for "posts, including blocks" does not have to be "free of heart center".

## SECTION 207 - PIPE

### 207-25 RIBBED POLYVINYL CHLORIDE PIPE

Ribbed Polyvinyl Chloride Pipe (RPVC) shall meet the requirements of SSS Section 64.

## SECTION 210 - PAINT AND PROTECTIVE COATINGS

**210-6 STORM DRAIN HARDWARE.** All storm drain hardware, including manhole frames and covers, grates, protection bars, steps, etc., shall be protected from corrosion.

Storm drain hardware made of cast iron shall be protected by painting with, or dipping in, a commercial grade asphalt paint. Storm drain hardware made of steel shall be galvanized.

## SECTION 211 - SOIL AND AGGREGATE TESTS

**211-5 R-VALUE.** Resistance (R-value) shall be determined by California Test 301.

**211-6 SPECIFIC GRAVITY AND ABSORPTION.** Apparent specific gravity, bulk specific gravity and absorption shall be determined by California Test 206, 207, 208, 209, 224, 225, or 308, Method C where zinc stearate may be substituted for paraffin.

**211-7 LOS ANGELES RATTLER TEST.** Loss in Los Angeles Rattler shall be determined by California Test 211.

**211-8 SOUNDNESS.** For riprap, the soundness shall be determined in accordance with California Test 214, excluding sections D, E, G.2.b, and H, and adding the following:

- a. The test sample shall be prepared by breaking or sawing a representative sampling of riprap into particles passing the 75 mm (three inch) and retained on the 50 mm (two inch) sieve. If there are a variety of rock types or degrees of weathering within a rock type, each unique type or condition must meet the loss requirement.
- b. The test sample size shall be 25,000 grams (55 lbs.)  $\pm$  1 percent.
- c. All particles of test sample which break into three or more pieces during testing shall be discarded. The remaining sample shall be washed on a 4.75 mm (#4) sieve and all particles retained shall be oven dried.
- d. The loss in weight shall be determined by subtracting from the original weight of the test sample the final weight of all particles retained on the 4.75 mm (#4) sieve. Divide the loss in weight by the original weight and multiply by 100 to determine the percent loss.
- e. Report the following:
  - (1) The percent loss.
  - (2) The number of pieces affected, classified as to number disintegrating, splitting, crumbling, cracking, flaking, etc.

**211-9 WET AND DRY LOSS.** Wet and dry loss shall be determined as follows:

A sample of rock shall be crushed, screened, oven dried, and 1,000 g (2.2 lbs.) to 1,500 g (3.3 lbs.) of the 19 mm (3/4-inch) to 9.5 mm (3/8-inch) fraction shall be taken for the test.

The crushed and graded sample shall be submerged in tap water for 8 hours at room temperature, after which the sample shall be drained and oven dried at 78°C (140°F). When dry, the sample shall be cooled to room temperature. This completes one cycle.

After 10 cycles, the percent loss shall be computed as follows:

$$\% \text{ Loss} = \frac{100 \times \text{Weight of Material Passing 4.75 mm (No. 4) Sieve}}{\text{Total Weight of Sample}}$$

**211-10 SOLUBILITY.** Approximately 0.5 kg (one pound), air dried samples shall be immersed in local tap water and in Pacific Ocean water (or a 3.5% sodium chloride solution) for 8 hours each at 78°C (140°F). After immersion, the samples shall be washed with tap water, air dried and reweighed.

**PART 3**

**CONSTRUCTION METHODS**

**SECTION 301 - TREATED SOILS, SUBGRADE PREPARATION  
AND PLACEMENT OF BASE MATERIALS**

**301-1 SUBGRADE PREPARATION**

**301-1.3 Relative Compaction**

**301-1.3.1 Firm, Hard and Unyielding.** The term "firm, hard and unyielding" as used in 301-1.3 shall mean that when the heaviest construction and hauling equipment used on the project drives over the subgrade, no permanent deformation shall occur either before or during pavement construction.

**301-1.4 Subgrade Tolerances.** Subgrade for pavement, sidewalk, curb and gutter, driveways, or other roadway structures shall not vary more than 15 mm (0.05 feet) from the specified grade and cross section. Subgrade for subbase or base material shall not vary more than 15 mm (0.05 feet) from the specified grade and cross section.

Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met.

**301-2 UNTREATED BASE**

**301-2.3 Compacting**

**301-2.3.1 Tolerances.** The tolerance requirement in 301-2.3 is modified from 6 mm (0.02 foot) to 15 mm (0.05 foot).

**SECTION 302 - ROADWAY SURFACING**

**302-5 ASPHALT CONCRETE PAVEMENT**

**302-5.1 General**

**302-5.1.1 Asphalt Concrete Berms.** Asphalt concrete berms shall be constructed of Class III-D-AR-16000 asphalt concrete by mechanical means to conform to the details and location as shown on the plans.

A tack coat, as provided in 302-5.4, shall be applied to the existing or new pavement preceding the placement of the asphalt concrete berms.

**302-5.4 Tack Coat**

**302-5.4.1 Fog Seal.** When specified, a fog seal consisting of material meeting the requirements of 203-11 shall be applied to the surfaces of all completed asphalt concrete at the rate of 0.36 liter per square meter (0.08 gallon per square yard) of the combined emulsion or such lesser rate ordered by the Engineer. Surface to be sealed shall be free from dust, dirt, and other foreign material. Surface shall be sealed within 7 days after paving.

### **302-5.9 Measurement and Payment**

**302-5.9.1 Measurement and Payment for Asphalt Berm.** Asphalt concrete berms will be paid for at the contract unit price per linear meter (feet) of berm in place. No separate measurement or payment will be made for asphalt, aggregate, or tack coat.

**302-5.9.2 Measurement and Payment for Fog Seal, Tack Coat, and Prime Coat.** Measurement and payment for the specified material shall be by the tonne (ton) in place. Emulsions shall be measured after the specified dilution has been made.

### **SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION**

#### **303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS AND DRIVEWAYS**

##### **303-5.1 Requirements**

**303-5.1.4 Concrete Substitution.** Class 280-C-14 (470-C-2000) may be used in lieu of Class 310-C-17 (520-C-2500) and Class 280-D-14 (470-D-2000) in lieu of Class 310-D-17 (520-D-2500) as specified in 201-1.1.2 for street surface improvements, excluding concrete pavement, when no class is specified on the plans or in the special provisions.

### **SECTION 306 - UNDERGROUND CONDUIT CONSTRUCTION**

#### **306-1 OPEN TRENCH OPERATIONS**

##### **306-1.2 Installation of Pipe**

###### **306-1.2.1 Bedding**

**306-1.2.1.1 Bedding Material.** When native material is allowed for backfill in the bedding zone, no rocks larger than 40 mm (1½") in maximum dimensions shall be included. Material containing ashes, cinders, and types of refuse or other deleterious material shall not be used as bedding.

**306-1.2.1.2 Sewer Pipe Bedding.** Bedding for sewer pipe from 100 mm (4") below the pipe to the spring line (horizontal diameter) of the pipe shall be free draining, granular material with a maximum size of 15 mm (1/2 inch), unless another bedding method is shown on the plans.

Densification of the bedding material may be by the application of water or by mechanical means. Unless otherwise specified, all bedding material shall be densified to a relative density of 90%. Acceptability of densification in the bedding zone will be determined by visual inspection and probing to determine that no voids exist in the backfill material. In this paragraph, the word "voids" does not include intergranular voids in the soil structure.

**306-1.2.1.3 Flexible Pipe Bedding.** Bedding for flexible drainage and sewer pipe shall be granular material having a sand equivalent of at least 50. The bedding material shall be placed and compacted from 150 mm (six inches) below the pipe to the top of the bedding as defined in 306-1.2.1. A 1 m (three-foot) long section of low permeability material (50% passing 75 µm (200) sieve) shall be installed and mechanically compacted in lieu of the above specified bedding material at intervals of 60 m (200 feet) or as otherwise indicated on the plans.

**306-9 DISINFECTION.** All water mains and appurtenances shall be disinfected before being placed in service in accordance with AWWA C651 except as specified herein:

- a. The water mains shall be chlorinated so that a chlorine residual of not less than 20 ppm remains in the water after standing in the pipe for 24 hours.
- b. The Agency will perform sampling and testing of bacteriologic samples. Disinfection shall be repeated until two or more consecutive samples are negative for coliform organisms.

The pressure in the line being chlorinated shall be maintained at least 35 kPa (5 psi) lower than that existing in any Agency line to which it is connected.

### **306-10 WATERWORKS APPURTENANCES**

**306-10.1 Valves.** Valves shall be located as shown on the drawings.

Each valve shall be operated prior to its installation to assure proper functioning. Valves shall be installed plumb and in alignment with the water main. Valves shall be anchored by metal ties to a concrete base. Line valves may be moved to the closest joint upon approval of the Engineer.

**306-10.2 Valve Boxes.** Each underground valve shall be provided with a valve box. The valve boxes shall be installed plumb and centered over the operating nut of the valve. Valve boxes shall be installed with concrete collars.

Where valve boxes are to be placed in asphaltic type pavement, they shall not be set to grade until after paving has been completed.

Where valve boxes are to be placed in concrete pavement, they shall be set to grade prior to paving operations.

**306-10.3 Thrust Devices.** A reaction or thrust device shall be provided on all dead ends, tees, elbows, and bends with more than 5 degrees deflection on pressure pipe lines.

Thrust devices shall be cast-in-place concrete, poured against undisturbed or compacted earth. Thrust devices shall be sized and constructed in accordance with the plans.

Thrust devices and anchor blocks shall be constructed of Class 280-C-14 (420-C-2000) concrete. Thrust devices and anchor blocks shall be cured at least 7 days where Type IP or II cement is used or at least 48 hours where Type III cement is used.

Metal tie-rods or clamps shall be of adequate strength to prevent movement of pipe. All metal shall be coated in accordance with AWWA C110.

**306-10.4 Fire Hydrants.** Fire Hydrants shall be installed as shown on the plans.

All hydrants shall stand plumb and shall have their nozzles parallel with or at right angles to the curb, with the pumper nozzle facing the curb, except that hydrants having only two hose nozzles 90 degrees apart shall be set with each nozzle facing the curb at an angle of 45 degrees.

In uncurbed public road rights of way, fire hydrants shall be located as far as possible from the traveled way while providing a 1 m (3-foot) wide clear space between the fire hydrant and the right of way line. In curbed public road rights of way, fire hydrants shall be installed so that there is 300 mm (12 inches) clear between the face of curb and the fire hydrant.

**306-10.5 Fire Hydrant Barricades.** Fire hydrant barricades shall consist of 100 mm (4-inch) standard steel pipe, schedule 40, filled with concrete, and having a total length of 2 m (72 inches). They shall be embedded in concrete blocks 300 mm (12 inches) in diameter and 1000 mm (40 inches) deep below ground surface with the barricade pipe embedded to 100 mm (4 inches) above the bottom of the concrete so 1 m (36 inches) extends above ground surface. The steel pipe above ground shall be painted chrome yellow in accordance with AWWA C503.

Barricades shall be installed between the fire hydrant and vehicle traffic paths at locations indicated on the plans or where required by the water purveyor or Fire Department. Barricades shall not be installed within public road rights of way.

Fire hydrant barricades shall not obstruct the hydrant outlets.

## **SECTION 310 - PAINTING**

### **310-5 Painting Various Surfaces**

#### **310-5.6 Painting Traffic Striping, Pavement Markings, and Curb Markings.**

**310-5.6.8A Application of Paint - Two Coats** All painted traffic striping and markings shall be applied in two coats. The price named in any bid item for painting traffic striping and markings shall include all costs for both applications, including any delays entailed for the required drying time between applications. If bleeding, curling or discoloration occurs following application of the second coat, unsatisfactory areas shall be given an additional coat, or coats, of paint. No additional payment will be made for work necessary to correct bleeding, curling or discoloration.

**SECTION 400 - ALTERNATE ROCK PRODUCTS, ASPHALT CONCRETE,  
PORTLAND CEMENT CONCRETE AND UNTREATED BASE MATERIAL**

Alternate rock material, Type S, as specified in Section 400 may be used on the work.

Suppliers of portland cement concrete and asphalt concrete shall file mix designs as required by 400-1.1.2.

**400-4 ASPHALT CONCRETE**

**400-4.1 General**

**400-4.1.1 Asphalt Concrete - Alternate Grade.** Unless otherwise specified, III-B3-AR-4000 or III-B3-AR-8000 asphalt concrete shall be used. On roads with PCC curbs, where the width between curbs is 12 m (40 feet) or less, III-C3-AR-4000 or III-C3-AR-8000 shall be used.

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	<b>INSURERS AFFORDING COVERAGE</b>	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR DEDUCTIBLE: \$ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ _____ FIRE DAMAGE (Any one loss) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ _____ OTHER THAN AUTO ONLY: EA ACC \$ _____ AGG \$ _____
	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE _____ RETENTION \$ _____				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____ \$ _____
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS:   OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Identify Project: County of Ventura - Public Works Agency - Specification No. \_\_\_\_\_

Project Name: \_\_\_\_\_

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL <del>30</del> <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, <del>BY FAX OR TELEPHONE</del> _____ AUTHORIZED REPRESENTATIVE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Name of Person or Organization: **SCHEDULE**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

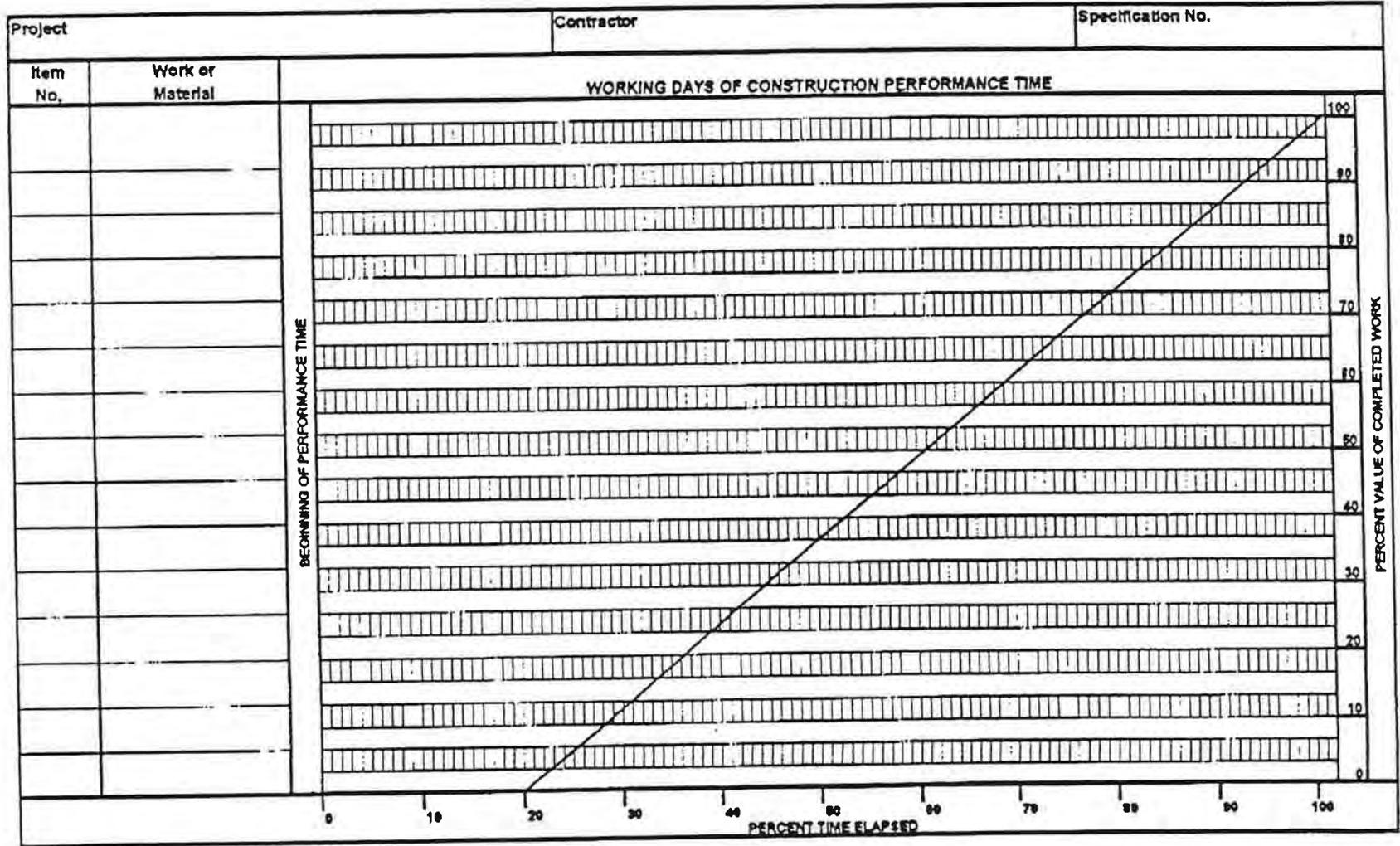
WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85

Copyright, Insurance Services Office, Inc., 1984

□

### SCHEDULE OF OPERATIONS FOR CONSTRUCTION



Submitted \_\_\_\_\_ Contractor \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

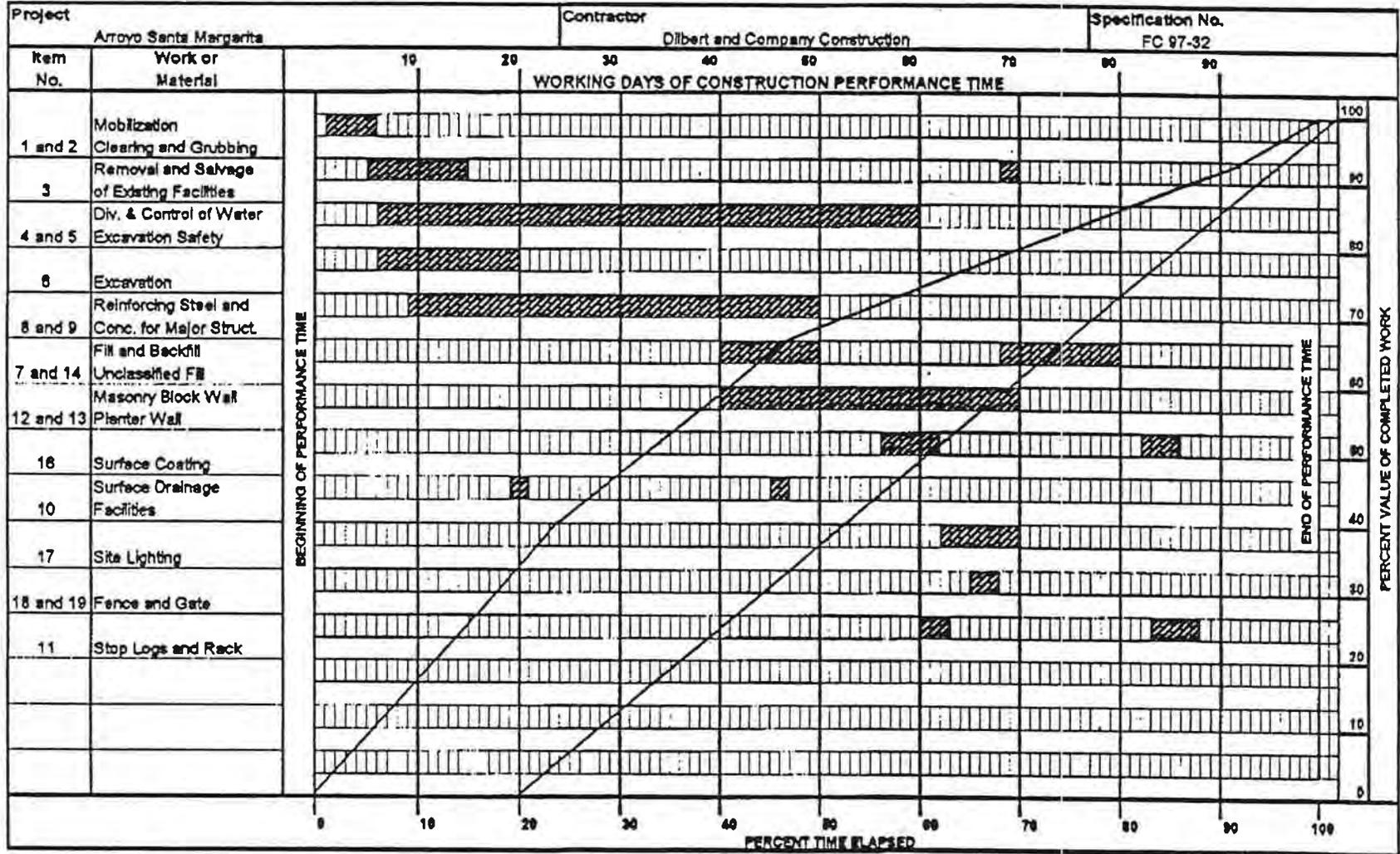
Title \_\_\_\_\_

EACH HORIZONTAL INTERVAL EQUALS \_\_\_\_\_ WORKING DAYS OF CONSTRUCTION PERFORMANCE TIME.

BAR CHART USES UPPER SCALE.

PERCENT COMPLETED CURVE USES BOTTOM AND RIGHT SCALES.

SCHEDULE OF OPERATIONS FOR CONSTRUCTION



Submitted Dilbert and Company Construction  
 Contractor  
 By Tina Blair Date 5/22/97  
 Title President

EACH HORIZONTAL INTERVAL EQUALS 1 WORKING DAY(S) OF CONSTRUCTION PERFORMANCE TIME.  
 BAR CHART USES UPPER SCALE.  
 PERCENT COMPLETED CURVE USES BOTTOM AND RIGHT SCALES.

**ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between \_\_\_\_\_ ("Agency")  
whose address is \_\_\_\_\_ and \_\_\_\_\_  
("Contractor") whose address is \_\_\_\_\_ and \_\_\_\_\_  
("Escrow Agent") whose address is \_\_\_\_\_

For the consideration hereinafter set forth, the Agency, 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 Agency pursuant to the Construction Contract entered into between the Agency and Contractor for \_\_\_\_\_ in the amount of \_\_\_\_\_ dated \_\_\_\_\_, (hereinafter referred to as the "Contract") which Contract is identified by Spec. No. \_\_\_\_\_ and Auditor Controller's Contract No. \_\_\_\_\_. Alternatively, on written request of the Contractor, the Agency shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Agency within ten 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 Agency and Contractor. Securities shall be held in the name of \_\_\_\_\_, and shall designate the Contractor as the beneficial owner.

(2) The Agency 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 Agency makes payments of retentions earned directly to Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as 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 Agency 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. These expenses and payment terms shall be determined by the Agency, 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 Agency.

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

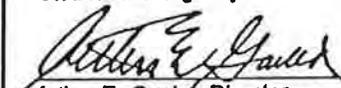
(7) The Agency shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the Agency of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by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

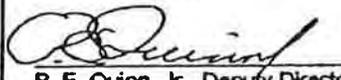
(8) Upon receipt of written notification from the Agency certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, the Escrow Agent shall release to the Contractor all securities and interest on deposit less 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.

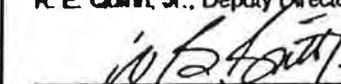
(9) Escrow Agent shall rely on the written notifications from the Agency and the Contractor pursuant to Sections (1) to (8), inclusive, of this agreement and the Agency and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

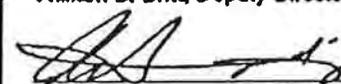
(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Agency and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

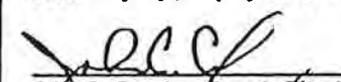
On behalf of Agency:

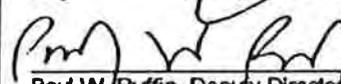
  
\_\_\_\_\_  
Arthur E. Goulet, Director

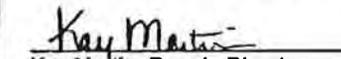
  
\_\_\_\_\_  
R. E. Quinn, Jr., Deputy Director

  
\_\_\_\_\_  
William B. Britt, Deputy Director

  
\_\_\_\_\_  
Alex Sheydayi, Deputy Director

  
\_\_\_\_\_  
John C. Crowley, Deputy Director

  
\_\_\_\_\_  
Paul W. Ruffin, Deputy Director

  
\_\_\_\_\_  
Kay Martin, Deputy Director

Address for all of the above:  
Public Works Agency  
800 South Victoria Avenue  
Ventura, CA 93009

On behalf of Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City & State      Zip Code

On behalf of Escrow Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City & State      Zip Code

At the time the Escrow Account is opened, the Agency 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.

Agency:

Contractor:

COUNTY OF VENTURA

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**EXHIBIT "A"**  
**ESCROW INSTRUCTIONS**

The parties to this escrow are \_\_\_\_\_ ("Agency") and \_\_\_\_\_ ("Contractor") and ("Escrow Agent"). Agency and Contractor have entered into a contract for the construction of which contract is identified by Spec. No. \_\_\_\_\_ and Auditor-Controller's Contract No. \_\_\_\_\_ and was entered into by and between Agency and Contractor ("Construction Contract"). Pursuant to Public Contract Code Section 22300, Contractor may substitute certain securities for an equivalent amount of money required to be withheld from progress payments by Agency to Contractor pursuant to the Construction Contract.

The Escrow Agent is hereby instructed as follows:

1. Contractor may deliver to Escrow Agent:
  - (a) Securities of the types specified in Sections 22300 of the Public Contract Code and Section 16430 of the Government Code.
  - (b) Such other documents as are necessary to enable Escrow Agent to convert such securities into cash.
2. Upon receipt of such securities and other documents, Escrow Agent shall notify Agency within ten days of the deposit, and shall examine them to determine whether they are in a form sufficient to effect conversion of the securities into cash. Escrow Agent shall thereupon send written notice of its determination to Agency.
3. Escrow Agent shall hold such securities as trustee for Agency. The right of Agency to such securities is superior to any other lien or claim of lien; provided, however, that Contractor shall be entitled to any interest earned by such securities prior to their conversion to cash pursuant to section 5 hereof, and further provided that such interest may be withdrawn by Contractor at any time and from time to time without notice to Agency.

Securities may be substituted by Contractor, but any securities substituted for securities previously deposited shall not reduce the current cash value of securities held below that last reported to Agency by Escrow Agent.

4. Escrow Agent shall determine the current cash value of such securities held by it as of the close of business on the first business day following the \_\_\_\_\_ day of each month and, in addition, on any other days which the Agency may from time to time specify in a written notice to Escrow Agent. Current cash value shall be determined as follows:
  - (a) For securities traded over-the-counter or on a stock exchange:
    - (1) Determine either the current bid price for the securities as of the close of business or the face value of the securities, whichever is less.
    - (2) Subtract the cost of sale (broker commission).
    - (3) Subtract all unpaid escrow fees and costs associated therewith.
  - (b) For certificates of deposit:
    - (1) Determine the face amount.
    - (2) Subtract the potential interest penalty for immediate conversion.
    - (3) Subtract all unpaid escrow fees and costs associated therewith.
  - (c) Determine the value of other securities by procedures calculated to determine net realizable value. Promptly upon making each such determination, Escrow Agent shall notify Agency of the securities held and current cash value of such securities.
5. At any time or times that Agency believes it has a right to do so under the provisions of the Construction Contract, Agency may, without the consent of Contractor, deliver to Escrow Agent a written demand that Escrow Agent convert to cash all or any part of such securities. Upon seven days' written notice from Agency of such demand, Escrow Agent shall convert to cash all or part of such securities as demanded and shall distribute the cash as instructed by the Agency.
6. When the Construction Contract has been satisfactorily completed on the part of Contractor and any stop notices filed against the Construction Contract have been released, Agency shall give written notice to Escrow Agent that such securities may be returned to Contractor. Upon receipt of such written notice and payment of all escrow fees and costs, the Escrow Agent shall deliver to Contractor all money, interest, securities and other documents remaining in escrow and the escrow shall terminate.

7. Contractor, and not Agency, shall be liable to Escrow Agent for all of Escrow Agent's fees and costs associated with this escrow.

8. The Director of the Ventura County Public Works Agency, a Deputy Director of said Agency, or other person authorized in writing by such Director or Deputy Director is authorized to give written notice and to make written demands on behalf of Agency pursuant to sections 4, 5 and 6 hereof.

9. All written notices and demands pursuant to the escrow agreement and these instructions shall be addressed as follows:

(a) To Agency:

Director, Ventura County Public Works Agency  
800 South Victoria Avenue  
Ventura, California 93009

(b) To Contractor:

(c) To Escrow Agent:

DATED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

AGENCY

CONTRACTOR

ESCROW AGENT

Bank Charter: State   
Federal

Escrow Agent's Address:

\_\_\_\_\_

COUNTY OF VENTURA  
 AFFIRMATIVE ACTION POLICY FOR CONTRACTORS AND VENDORS

\_\_\_\_\_  
 Name of Contractor

Spec. No. \_\_\_\_\_

During the performance of this contract, the undersigned Contractor agrees to adopt this policy to affirm its support of a program of equal employment opportunity and to assure compliance with Title VII of the Civil Rights Act of 1964, Executive Order 11246 and Section 503 of the Rehabilitation Act of 1973, if applicable, the California Fair Employment and Housing Act, and the Ventura County Affirmative Action Compliance policy for contractors and vendors.

This Contractor agrees to assert leadership within the community and to put forth good faith efforts to achieve full employment and utilization of the capabilities and productivity of all our citizens without regard to race, age, color, sex, religion, ancestry, national origin, marital status or handicap.

This Contractor further recognizes that the effective application of a policy of equal employment opportunity involves more than just a policy statement and will, therefore, undertake affirmative action to make known that equal opportunities are available on the basis of individual merit, and to encourage advancement on this basis.

The following Affirmative Action compliance policy for contractors and vendors is hereby established as the policy and practice of our company:

1. Our company will recruit, employ and treat applicants and employees without regard to race, age, color, sex, religion, ancestry, national origin, marital status or handicap, including, but not limited to, the areas of compensation and opportunities for advancement, including upgrading and promotion.
2. Our company will actively use recruitment sources such as employment agencies, unions and schools which have a policy of referring applicants on a nondiscriminatory basis.
3. Our company will disseminate its affirmative action policy externally by informing and discussing it with all recruitment sources, by advertising in news media, specifically including minority news media, and by notifying and discussing the policy with minority groups, handicapped and women's organizations and subcontractors, as appropriate. In addition, we shall maintain records of each organization's response. The policy will also be posted in all places available and accessible to employees and applicants for employment.
4. Our company will maintain a file of the names and addresses of each minority, handicapped and female applicant referred to the company for hiring and if the applicant is not considered for employment or was not employed, the company's file shall fully document the reasons.
5. Our company will insure that all employee specifications, selection requirements, tests, and other employee recruitment or evaluation procedures do not discriminate against any applicant or employee on the basis of race, age, color, sex, religion, ancestry, national origin, marital status or handicap.
6. Our company will make sure that seniority practices, job classifications, rates of pay, and other forms of compensation, and other employee practices and classifications do not have an unlawfully discriminatory effect on any applicant or employee on the basis of race, age, color, sex, religion, ancestry, national origin, marital status or handicap.
7. Our company will make certain that all subcontractors are in compliance with the Ventura County Affirmative Action Compliance Policy for Contractors and vendors, and that all project subcontractors have an approved plan or policy statement.
8. Our company will solicit bids for subcontracts from qualified minority, handicapped and female subcontractors subject to availability.
9. Our company will continually monitor all personnel activities to insure that the Ventura County Affirmative Action Policy for Contractors and Vendors is carried out.
10. Our company will make good faith efforts to meet this policy and acknowledges that violators will be reported to the Board of Supervisors for appropriate action.

Our company hereby agrees to provide to the Ventura County Affirmative Action Office any access and information that they may request to assist in determining compliance with this policy.

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Executed at (city/state)

I declare under penalty of perjury, pursuant to the laws of the State of California, that the foregoing is true and correct to the best of my knowledge.

\_\_\_\_\_  
 Signature/Title (Company Representative)

## SECTION 1000

### GENERAL RESPONSIBILITIES OF THE CONTRACTOR

#### 1000-1 SCOPE

General responsibilities and miscellaneous administrative requirements shall be complied with as specified in the Standard Specifications, the plans, and these Special Provisions.

#### 1000-2 PRE-BIDDING CONFERENCE

Prospective bidders are encouraged to attend a pre-bidding conference to be held on August 10, 2000, at 10:00 a.m., at the Matilija, South Matilija Road, Ojai, California.

The meeting will be held for the purpose of answering any questions concerning the project. None of the information transmitted at this meeting will be construed in any way modify the plans and specifications. Any modification will be forwarded to all plan holders as an addendum.

#### 1000-3 CONTRACTOR'S REPRESENTATIVE

The Contractor to whom the contract is awarded shall provide the following information in writing and submit it at the time and concurrently with the signed contract, contract bonds and certificates of insurance. Failure to comply may result in delays in the processing of the contract documents.

1. Name of authorized representative at the job site.
2. Address and telephone number where the above person can be reached.
3. Address of the nearest office of the Contractor, if any, and the name and telephone number of a person at that office who is familiar with the project.
4. Address and telephone number of the Contractor's main office and the name and telephone number of the person at that office familiar with the project.

#### 1000-4 CONSTRUCTION SCHEDULE

In addition to the requirements of Subsection 6-1, the following shall apply: An updated construction schedule shall be submitted concurrently with the request for partial payment; processing of partial payments will be delayed until the schedule is received.

1000-5      **FIELD SURVEY**

A field survey will be conducted by the County of Ventura Surveyor's office after the initial and final test blasting. The Contractor shall coordinate with the Engineer to allow for this survey. Coordination shall ensure clear shots of the survey targets in the project area.

1000-6      **ACCESS**

1000-6.1    **Downstream Side**

The downstream and reservoir sides of the dam may be reached by an improved paved roadway via State Highway 33 from Ventura, California. No direct vehicular access is available to the crest of the dam. However, a dirt roadway is available for access to the pool area below the dam. The roadbed and surfaces shall be restored to prior existing or better condition after construction. In addition Contractor must coordinate with Bert W. Solos Inc., Contractor for the ongoing Matilija Road Storm Damage Repair Milepost 1.75, 2.9, 3.2 and 3.65 Project in accordance with 7-7. Contractor's contact person is Robert Solos at (619) 562-7711.

1000-6.2    **Upstream Side**

The upstream side of the dam may be reached by a dirt access road off Matilija Road North, however some large boulders would need to be removed to restore its width. The roadbed and surface shall be restored to prior existing or better condition after construction.

1000-7      **TELEPHONE**

The Contractor may, at his expense, install new service or make arrangements with the District for the use of District's existing telephone service at the site.

1000-8      **ELECTRIC POWER**

Available power consists of 120 – 240 single phase.

Contractor shall, at his expense, make arrangements with the Southern California Edison Company for temporary electric power and provide, install, and maintain all materials and equipment necessary for the required distribution of such power. Contractor may, at his expense, provide his own engine-generator sets as a source of power.

1000-9      **WATER**

Contractor may use water from either the reservoir or the forbay pool, and shall make provisions for transfer of the water to the work site. All water used in the project shall be contained. No water used in construction or other activities shall be discharged to the reservoir upstream of the dam or forbay pool downstream of the dam. Disposal of all water used in construction shall be in accordance with all Federal, State and County laws, orders, and regulations concerning the control and abatement of water pollution.

1000-10     **FLAGGING OF STOCKPILE AREA**

Install temporary flagging at stockpile limits shown on the plan. The minimum acceptable flagging shall consist of survey lath and engineers flagging tape. Temporary flagging shall be installed and maintained and observed throughout the project time.

1000-11     **SANITATION**

Adequate sanitation facilities in accordance with 7-8.4 shall be installed both upstream and downstream of the existing dam during the project duration.

1000-12     **PRELIMINARY STUDIES**

A Preliminary Project Study and a Blasting Study have been completed for this project.

Copies of these reports are available at the County of Ventura Survey counter in the Hall of Administration for review.

1000-13     **WORK AREA**

The work area is limited to the extents shown on the plans.

Work from the water surface (e.g., boats, barges, etc.) shall be prohibited.

1000-14     **UNITS OF MEASURE**

U.S. Standard Measure, also called U.S. Customary System, shall be used for construction.

1000-15      **BONDING AND LEIN RELEASE**

The Contractor shall furnish a performance bond in favor of the State Coastal Conservancy in addition to the Ventura County Flood Control District in accordance with 2-4.

1000-16      **PAYMENT**

No separate payment will be made for compliance with all provisions of 1000. All costs involved shall be absorbed in the Contractor's bid for the project.

## SECTION 1001

### CLEARING AND GRUBBING

1001-1 **SCOPE**

This item shall consist of clearing and grubbing of, and disposal of, materials removed, in accordance with the requirements of Section 300-1. Clearing and grubbing shall be limited to the minimum required in the stockpile area and access road upstream of the dam.

1001-2 **MEASUREMENT AND PAYMENT**

Payment for Clearing and Grubbing will be made on a lump sum basis at the contract price bid for Bid Item No. 2 in accordance with Section 300-1.4.

## SECTION 1002

### EXISTING FACILITIES

#### Bid Item No. 3

#### 1002-1 SCOPE

This item shall consist of the protection, salvage, removal, disposal, and reinstallation of existing facilities and shall be performed in accordance with the Standard Specifications, the plans, and these Special Provisions.

#### 1002-2 CONSTRUCTION METHODS

##### 1002-2.1 Existing Conduits

Remove interfering portion of existing abandoned conduits and cap off. Remove interfering portion of existing conduit for nitrogen gas bubbler line and strain gauges and salvage for reinstallation or replace in kind after construction.

Replacement materials shall consist of:

Strain gage leads: All conduit should be 1-1/2 in. rigid metallic with pull boxes. Strain gage leads to meter 1L, the meter on the east side of the road, can be abandoned.

Bubbler line: All conduit should be 1-1/2 in. rigid metallic with pull boxes. Conduit should be placed in the same location as the original conduit with the exception of the orifice tip, which should be placed at an elevation of 1077 ft. above sea level. (Approximately 4 feet higher than the current location).

Bubbler line (model 9324) and a standard orifice tip (model 9340) can be purchased from:

Rickly Hydrological Company  
1700 Joyce Avenue  
Columbus, Ohio 43219  
Tel: (614) 297-9877  
Fax: (614) 297-9878

Swagelok 3/8 in. bubbler tubing unions (model B-600-6) can be purchased from:

Ventura Valve and Fitting Company  
325 Balboa Circle  
Camarillo, CA 93012  
Tel: (805) 384-1060  
Fax: (805) 383-2046

Protect remainder in place. Dispose of removed material in accordance with 1000-13.

1002-2.2 **Survey Control Targets**

Protect in place existing survey control targets. Special attention shall be made so as to not touch or damage the survey control targets.

1002-2.3 **Casitas Municipal Water District Existing Facilities**

Protect in place existing pipe, valves, and appurtenances located upstream and downstream of dam and within the dam apron.

1002-2.4 **CONTROL HOUSE**

1002-2.4.1 **Existing Structure**

The Contractor may at his option protect in place the existing control house or remove and dispose of the existing control house to its foundation as shown on the plans if it interferes with his construction activities. If the Contractor elects to remove the existing control house, he shall contact Mr. Bill Carey of the Ventura County Flood Control District Hydrology Section at (805) 654-2935 seven (7) calendar days prior to the planned demolition to coordinate removal, salvage, and replacement activities. Replacement of existing control house shall be in accordance with 1002-2.4.6.

1002-2.4.2 **Strain Gauges**

Remove strain gauge leads 2L and 2AL from the control house and salvage. The lead for strain gauge 1L is to be abandoned.

1002-2.4.3 **Power Pole**

Protect in place existing control house power poles or coordinate with the utility

1002-2.4.4 **Telephone Line**

Remove existing phone line from control house and salvage for reinstallation in the control house replacement after construction.

1002-2.4.5 **Building Demolition**

Remove and dispose of abandoned electrical equipment. Remove and dispose roof, and concrete block walls. Protect existing concrete foundation and footings throughout construction activities as potential control house replacement relocation.

1002-2.4.6 **Control House Replacement**

The control house replacement will be furnished by the Flood Control District. It shall be field located and installed at or near its original location as directed by the Engineer. Prior to installation the 5' 2" x 5' 2" x 8 high steel plate replacement house shall be sanded, primed and painted.

The control house replacement shall be secured with eight anchor bolts ½" diameter embedded in concrete through existing slots. It shall be furnished with four 120 VAC outlets, telephone line, and a conduit for the bubbler line and strain gage leads.

1002-3 **MEASUREMENT AND PAYMENT**

Payment for protection, salvage, removal, disposal, and reinstallation of Existing Facilities will be made on a lump sum basis at the contract price bid for Bid Item No. 3. Such payment shall be considered full compensation for all the labor, materials, tools, equipment, and all incidentals required to do the work.

**SECTION 1003**

**SAFETY MEASURES**

Bid Item No. 4

1003-1 **SCOPE**

This item shall consist of the installation, maintenance, inspection and removal of safety measures and related equipment required to do the work and to protect personnel and existing facilities and shall be in accordance with the Standard Specifications, the plans, and these Special Provisions.

1003-2 **CONSTRUCTION MATERIALS AND METHODS**

Safety measures employed by the Contractor shall meet or exceed the requirements of Cal-OSHA and shall include submittal of all related licenses, certificates, etc. as applicable to equipment and personnel.

1003-3 **MEASUREMENT AND PAYMENT**

Payment for the installation, maintenance, inspection and removal of safety measures will be made on a lump sum basis at the contract price bid for Bid Item No. 4. Such payment shall be considered full compensation for all the labor, materials, tools, equipment, and all incidentals required to do the work.



## SECTION 1004

### CONCRETE CUTTING

**Bid Item No. 5: Diamond Wire Saw**

**Bid Item No. 6: Hydraulic Splitter**

**Bid Item No. 7: Drill Blasting**

1004-1      **SCOPE**

These items shall consist of cutting into blocks the ogee section of the dam between station 0+00 and 0+90, and shall be performed in accordance with the Standard Specification, the plans, and these Special Provisions.

1004-2      **CONSTRUCTION METHODS**

1004-2.1    **Concrete Confinement**

Contractor shall prevent any material from falling upstream and downstream of the dam at all times during the cutting operation, testing session, demonstration session, and removal operation.

1004-2.2    **Debris and Dust Control Measures**

Debris containment shall be provided throughout the cutting operation. No concrete or any other material will be allowed to enter the water pool upstream or downstream of the dam. Contractor shall remove immediately any material collected from the operation within the concrete apron downstream of the dam.

When drilling the concrete, The Contractor shall create a thick cuttings-slurry using minimal drill water. The cuttings shall be removed by a vacuum device, as they are ejected, during drilling by a method approved by the Engineer. A removal medium other than water may be used to provide dust control with the Engineer's approval.

1004-2.3    **Water Treatment**

When cutting the concrete requires the use of water, The Contractor shall provide the means for collection, recycle, and treatment of such water. The disposal of water shall be in accordance with all applicable regulations, restrictions, and prior approval from the Engineer.

#### 1004-2.4 **Concrete Cutting**

##### 1004-2.4.1 **Methods**

The contractor shall cut thirty linear feet of ogee spillway into suitable size concrete blocks with each of the following methods: diamond wire saw cutting, hydraulic splitter, and drill blasting. Contractor may use an alternative method with Engineer's approval as per 3-1. Contractor shall submit a plan of operation and schedule for Engineer's approval prior to the initiation of any cutting operation.

All horizontal concrete dam cuts shall have a reasonable flat finish similar to the adjacent and previously existing notched section of the dam structure.

Diamond wire saw cutting method shall be used within the project area where steel rebar may be encountered, unless otherwise approved by the Engineer.

##### 1004-2.4.2 **Qualifications**

A detailed description of the education, training, and experience of all proposed persons that will be immediately in charge of concrete cutting operations shall be submitted by the Contractor. The Contractor shall submit names, addresses and telephone numbers of persons who can verify such prior successful experience in each of the methods used.

##### 1004-2.4.3 **Diamond Wire Saw Method**

The Contractor shall submit a diamond wire saw cut plan for Engineer's approval 14 calendar days prior to the execution of diamond wire saw cutting any portion of the dam. The plan shall include, size and weight of proposed block, location of proposed cut, estimated number and location of holes to be drilled, location of cutting equipment, equipment cooling water recycle process, containment, treatment, and disposal of cooling water, dust abatement, and method of proposed block removal. The plan shall also list personnel doing the work and verification of their technical proficiency.

##### 1004-2.4.4 **Hydraulic Splitter Method**

The Contractor shall submit a hydraulic splitting plan for the Engineers approval 14 calendar days prior to the execution of hydraulic splitting any portion of the dam. The plan shall include, size and weight of proposed block, location of proposed cut, estimated number splitters to be used, estimated number and location of holes to be drilled, location of cutting

equipment, dust abatement, and method of proposed block removal. The plan shall also list personnel doing the work and verification of their technical proficiency. The Contractor must submit the plan for approval by the Engineer.

Any portion of the dam crest the contractor is proposing to cut with the use of hydraulic splitters shall first be isolated from vertical contact from other portions of the dam structure by means of an air cushion. Such air cushion shall be provided by at least a 4-inch wall separation.

#### 1004-2.4.5 **Drill Blasting Method**

##### 1.01 APPLICATION

- A. This section covers the use of explosives in drill-and-blast tests designed to section concrete into blocks at the Matilija Dam.

##### 1.02 REFERENCES

- A. Code of Federal Regulations (CFR)
  - 1. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), Construction Standards and Interpretation, 29 CFR Part 1926
- B. California Code of Regulations (CCR)
  - 1. Title 8, General Industry Safety Orders, Subchapter 7, Group 18. Explosives and Pyrotechnics
- C. Ventura County Noise Ordinances
- D. Bureau of Alcohol Tobacco and Firearms (BATF)
  - 1. Title XI, Regulation of Explosives (18 U.S.C. Chapter 40; 84 Statute 952), of the Organized Crime Control Act of 1970 (84 Statute 922) and 27 CFR 55.
- E. Department Of Transportation (DOT)
  - 1. Title 49 (49 CFR), Parts 106, 107, 171-179, 383 and 390-399
- F. California Highway Patrol (CHP)
  - 1. Title 8 and 13 CCR

##### 1.03 DEFINITIONS

- A. Dimension Stone (Concrete) Blasting —A form of controlled blasting used to break stone or concrete into cubic blocks of specific dimensions. With this method, lightly loaded charges are placed in close-spaced holes and fired simultaneously or with minimum time delays to create cleanly sheared planes within the rock or concrete
- B. Peak Particle Velocity (ppv)—The maximum of the three ground vibration velocities measured in the vertical, longitudinal and transverse directions. Velocity units are expressed in inches per second (in/s).
- C. Air overpressure—The increase in ambient air pressure caused by blasting. Air overpressure is expressed in units of psi or linear-scale decibels (dBL).

- D. Occupied Building—Structure on or off construction limits that are occupied by humans or livestock.
- E. Residential Building—Includes single and multi-family dwellings, hotels, motels, and any other structure containing sleeping quarters.
- F. Scaled Distance—The distance from a blast measured in feet, divided by the square root of the charge per delay period measured in pounds. These “square root” scaled distance values are used in calculations regarding ground vibration prediction and control. For airblast calculations, cube root scaling is used whereby distance is divided by the cube root of the maximum charge per delay.
- G. Line Drilling—A method of controlling overbreak, in which a series of very closely spaced holes are drilled at the perimeter of the excavation. Line holes are generally not loaded with explosives; however, in some applications alternating holes may be loaded with light charges using detonating cord.
- H. Blastholes—Blast holes in the main body of the rock or concrete mass being removed, split or loosened by drilling and blasting.
- I. Stemming—Crushed stone, sand, tamped clay or some other inert earth material placed in the unloaded collar area of blastholes for the purpose of confining explosive charges and limiting rock movement and airblast.
- J. Primary Initiation—The method whereby the blaster initiates the blast(s) from a remote and safe location. Primary initiation systems use pneumatic tubing or shock-tubes to convey firing energy from blasters to blast locations.
- K. Sub-drilling—The portion of a blasthole that is drilled below or beyond the desired excavation depth or limit. Subdrilling is generally required to prevent the occurrence of high or tight areas of unfractured rock between blastholes.
- L. Controlled Blasting – Controlled blasting is a term that describes all techniques to reduce vibration, rock movement, air overpressure and damage to unfragmented rock or concrete.

#### 1.04 SYSTEM DESIGN

- A. Blast Execution Criteria
  - 1. Blasting practices shall include measures to prevent misfires and ensure the complete detonation of all explosives. If any products or methods are causing excessive cutoffs or other forms of misfires, the Engineer can require the Contractor to suspend the use of problematic products or methods. All associated costs of redesigned blasts or delays caused by this action will be at the Contractor’s expense.
  - 2. Blasting for Concrete Block Sectioning.
    - a. Drilling equipment shall be capable of safely drilling vertical and horizontal holes.
      - (1) The diameter of boreholes shall range between 1.5 and 1.75 inches.
      - (2) The spacing between holes for various test blasts will range between 6 to 18 inches.
    - b. Primary initiation of all blasts shall be done with detonators that

Can be remotely fired from a safe location.

## 1.05 SUBMITTALS

### A. General

1. Unless otherwise indicated, make required submittals at least 14 calendar days prior to conducting any blasting operations, and before any explosives, primers, or initiators are delivered to the job site.

### B. Blasting Safety Plan

1. A blasting safety plan shall be prepared and submitted to the Engineer. Plans simply stating that "all regulations will be followed" shall not be acceptable. Plans shall include:
  - a. A complete description of the clearing and guarding procedures that will be employed to ensure personnel, staff, visitors, and all other persons are at safe locations during blasting. This information will include details regarding visible warning signs or flags, audible warning signals, method of determining blast area zones, access blocking methods, guard placement and guard release procedures, primary initiation method, and the system by which the blaster-in-charge will communicate with site security guards.
  - b. Detailed description of how explosives will be safely transported and used on site. Plans will explain how day-storage magazines (day boxes) and explosive transport vehicles (trucks and boats) will satisfy all applicable BATF, Cal/OSHA, Federal, and County of Ventura regulations. This plan will also indicate how explosives will be inventoried, secured, and guarded to prevent theft or unauthorized use of explosives.
  - c. Include Material Safety Data Sheets (MSDS) and specific details about hazard communication programs for employees.
  - d. Equipment that will be used to monitor the approach of lightning storms and in the event of such, evacuation and site security plans.
  - e. Contingency plans for handling of misfires caused by cutoffs or other causes.
  - f. Fire prevention plan details, including, smoking policies, procedures and limitations for work involving any open flames or sparks, description and location of all fire fighting equipment, and fire fighting and evacuation plans.
  - g. Initial and ongoing blasting and fire safety training programs.
  - h. Description of the personal protective equipment that will be used by Contractor's personnel, including but not limited to safety glasses, hard-toe footwear, hard hats, gloves, and safety harnesses.
  - i. Description of blast monitoring equipment and listing of individuals that will operate such equipment. Submittal shall indicate that all equipment meets the standards defined in Section 2.02 of these specifications.
  - j. Description of railings, harnesses and other systems that will be used to protect workers from falls while performing drilling and blasting related work on the dam.
2. Obtain copies of all applicable codes, regulations, and ordinances, keep a copy in project files at all times, and provide the Engineer with

a copy. The Contractor's Safety Manager shall ensure that ongoing blasting work complies with all applicable regulations.

3. Copies of any required CalOSHA variances.

**C. Product Data**

1. Manufacturer's product information sheets and Material Safety Data Sheets (MSDS) for all explosives, blasting agents, primers and initiator products, blasting devices, lightning detectors, blasting mats, and all other blasting equipment.

**D. Quality Control Submittals**

1. A detailed description of the education, training, and experience of all proposed persons that will be immediately in charge of drilling and blasting operations. The Contractors' submittal shall include names, addresses and telephone numbers of persons who can verify such prior successful experience. Copies of valid California blasting licenses shall also be submitted for all blasting supervisors. Blasting licenses shall indicate the class of license held by proposed blasting supervisors, i.e. surface, non-electric systems, etc.
2. The name and qualifications of a recognized blasting consultant(s) whom they plan to retain to facilitate the development or review of all blasting designs and blast-effect control measures. The qualifications of the blasting consultant(s) shall meet or exceed the requirements given in subparagraph 1.07A.3 of these specifications.

**E. Pre-Construction Inspection Survey**

1. Prepare and deliver for review, 14 days Engineer prior to the start of test blasting, two bound copies of the pre-blast inspection report detailing the existing condition of all structures, facilities and utilities within 500 feet of the Matilija Dam. This report shall:
  - a. Include condition field notes.
  - b. Have photos and sketches or diagrams noting location of existing defects.
  - c. Include 2 copies of high-quality color 35-mm quality photos or Hi-8 quality video detailing condition of all dam structures, utilities and facilities within the specified 500-foot survey radius.
2. Pre-inspections report shall be delivered to the Engineer within 7 calendar days of the date of inspection, and before the blast operation.

**1.06 SCHEDULING AND SEQUENCING**

- A. Schedule blasting operations to minimize disturbance of the public.
- B. Perform the pre-construction inspection as specified herein before conducting any blasting or other physical construction work that might impact the dam or surrounding facilities.

**1.07 QUALITY ASSURANCE**

**A. Qualifications**

1. The blasting supervisors (blasters-in-charge) shall have a minimum of 7 years of experience overseeing controlled construction blasting work.

2. All blasters and supervising shift foremen shall be properly qualified and licensed in accordance with applicable federal, state, and local government regulations.
  3. Retain the services of an experienced specialist who will conduct **the pre-construction inspection of the Dam**. The specialist shall have performed similar pre-construction survey services on at least three projects of similar scope and complexity. Specialists name and qualifications should be submitted to the Engineer 14 calendar days prior to any blast operation.
- B. Monitor each blast using approved personnel and equipment conforming to the requirements outlined in section 2.02 as follows:
1. Seismographs to measure ground motion and instruments capable of measuring air overpressure:
    - a. In rock at the abutment nearest the blast location and at the Barton Brooks residence located at 788 Matilija Hot Springs Road, Ojai, California.

#### 1.08 DELIVERY, DAY-STORAGE AND HANDLING

- A. Comply with federal, state, and local regulations, including Ventura County noise ordinances, applying to the purchase, transportation, day-storage, handling, and use of explosives, blasting agents, primers, initiators, and ancillary equipment and materials.
- B. Transportation
1. When the amount of transported explosives exceeds 1,000 pounds, the delivering company will possess a valid hazardous materials transportation license – endorsed for explosives – issued by the California Highway Patrol (CCR, Title 13).
  2. Where explosives are transported on public roads, the carriage shall be in accordance with 49 CFR.
  3. If explosives are to be transported in interstate or foreign commerce, a license or users permit shall be secured from the (BATF) Bureau of Alcohol, Tobacco, and Firearms (27 CFR 55).
  4. All onsite transportation of explosives shall conform to the most stringent requirements of CCR, Title 8.
  5. A driver with a commercial drivers license and hazmat qualifications shall be present at all times when explosives are kept in delivery vehicles parked on site during working daytime hours.
- C. On-Site Day-Storage
1. The location, access, and construction of explosive day-storage magazines (day boxes) shall meet all requirements outlined in Title 8, General Industry Safety Orders, Subchapter 7, Group 18 and be in accordance with 27 CFR and all other applicable regulations.

2. The location of the day-storage magazines shall be no less than 100 feet away from open water and shall be easily accessed by work crews and delivery personnel.
  3. No explosives shall be stored overnight and all explosive materials must be removed from the site before sunset.
  4. Maintain inventory control of all blasting equipment and supplies. Copies of inventory logs and all shipping papers shall be kept by the contractor and be made available for review at the request of the Engineer.
  5. Day-storage containers and transport boxes shall be identified with signs stating clearly and boldly, DANGEROUS EXPLOSIVES. Signs shall be attached to poles in plain sight from all approaches to the day-magazine site. Signs shall also include the warning "Never Fight Explosive Fires."
- D. The aforementioned review of specific regulations shall not relieve the Contractor from his/her responsibility of knowing about and complying with all applicable regulations.
- E. Explosive Losses to Ground or Water  
Use great care to ensure that all possible measures are used to prevent explosive losses to ground by spillage, misfires or any other cause. If poor handling practices or blasting malfunctions cause excessive losses of explosives based on the Engineer's judgment all blasting in affected excavations shall cease until the Contractor submits a new explosive loss prevention plan that is approved by the Engineer.

## **1.09 WORKSITE CONDITIONS**

- A. This Statement of Concern is expressly written to alert the Contractor (or prospective bidders) to the fact that ordinary practices that are customarily considered as standard for the blasting industry will not be acceptable on this project. Extra caution and skill will be required to accomplish this work in a satisfactory manner. Blasting must be safely done in close proximity to water resources and existing dam facilities and utilities. Because of these concerns, the Engineer will exercise his prerogative to examine carefully the qualifications of any persons whose knowledge and skills may bear on the outcome of the work. In addition, the Engineer will reject any persons who are deemed unqualified for any tasks that may be required.

## **PART 2 PRODUCTS AND EQUIPMENT**

### **2.01 EXPLOSIVE MATERIALS**

- A. Only fully non-electric blasting systems shall be used. Cap and fuse method shall not be used.
- B. All explosives used shall be water-resistant.
- C. Only explosives designed and manufactured for controlled blasting shall be used for this work. Such products include detonating cord as well as cartridged products. Loading density of any charges shall not exceed 0.25-lbs per lineal foot unless approved by the Engineer.

- D. Explosives, blasting agents, primers, initiators, and ancillary blasting materials shall be kept in original packaging with clearly marked date codes. All explosives and initiating devices used shall be less than one year old.
- E. If the Engineer determines that a blasting product appears to be in a damaged or deteriorated condition, the suspect product shall not be used until its condition can be determined. Products found to be damaged or in a deteriorated condition shall be immediately returned to the supplier for safe disposal.

## 2.02 BLAST MONITORING EQUIPMENT

- A. Equipment for on-site and off-site particle velocity and air overpressure monitoring shall be 4-channel (1 overpressure and 3 seismic channels) units capable of digitally storing collected data. Equipment must be capable of printing ground motion time histories and summaries of peak motion intensities, frequencies and USBM RI8507 ppv--frequency plots. Printed report records must also include date, time of recording, operator name, instrument-number and date of last calibration.
  - 1. Instruments shall have a flat frequency response between 2 and 250 Hz for particle velocity and from 2 to 200 Hz for air overpressure.
  - 2. The digitizing sampling rate for peak particle velocity and air overpressure measurements shall be least 1,024 samples per second.
  - 3. Seismographs shall be capable of performing a self-test of velocity transducers and printed event records shall indicate whether or not the sensor test was successful.
  - 4. Seismographs used for off-site compliance monitoring shall be capable of recording overpressure from 88 to 148-dBL, and particle velocity from 0.01 to 10.0 in/sec.

## PART 3 EXECUTION

### 3.01 GENERAL

Monitoring and recording of all blast effects, as required by these specifications, shall be performed by the Contractor. The Contractor shall monitor each blast at specified locations and other locations determined by the Engineer. Printed reports of all monitoring results including motion or overpressure time-histories shall be submitted to the Engineer before subsequent blasting occurs. The Contractor will save all digital monitoring record files to at least two separate disk locations of which one location is either an IBM-compatible 3-1/2 inch floppy disk, Zip disk, or CD ROM. Upon request, the Contractor shall submit copies of digitally recorded blast monitoring files to the Engineer. The Engineer may or may not perform blast monitoring.

### 3.02 PREPARATION AND PROTECTION

- A. The following warning systems, procedures and protection devices shall be established prior to blasting.
  - 1. A system of audible signals to warn of impending blasts.

2. Signboards and flags indicating areas where blasting operations are occurring. These signs shall be clearly visible and legible from all points of access to the area. The signs shall clearly describe the audible signal system for warning of impending blasts. Blast area signs shall clearly indicate the length and nature of audible blast warning and all clear signals. All warning systems shall comply with the most stringent requirements of regulating local, state, and federal agencies.
  3. The blaster-in-charge shall determine when to sound the five-minute warning signal. Blasting will be performed only after ensuring that all people and equipment have been removed to a safe location. The Engineer may have a representative with the blaster-in-charge.
  4. Blasting shall occur only when a representative of the Engineer is present to witness each blast.
- B. Flyrock Control
- Rubber tire blasting mats shall be placed over blastholes to protect instrumentation, utilities, personnel, and equipment from flying material. Blasting mats shall be secured by cables or other means to prevent their loss of the Dam and into the water.

### 3.03 DRILLING AND BLASTING

- A. The Contractor must use a **vacuum system** or some other means of containment to ensure that all drill cuttings and fluids do not leave the immediate work areas and enter water below or above the dam.
- B. Perform blasting operations in a manner to minimize airblast and ground motion near occupied and residential buildings and critical on-site structures. If blast-induced air overpressure (airblast) or particle velocity exceeds the performance requirements specified herein suspend blasting in the affected excavation(s) until a re-designed blasting plan is submitted to and approved by the Engineer
- C. The Contractor may need to employ special measures to meet the specified airblast limits. These measures might include, but are not be limited to, the use of: blasting mats or other cover on surface blasts, clay stemming in horizontal blastholes, sand or clay stemming in vertical blastholes, or other measures deemed necessary by the Engineer. Use the following controls to limit airblast (air overpressure) and flyrock as necessary for compliance with the specified air overpressure limits and for protection of both employees and the public.
- D. Use extreme care to prevent spillage or loss of any explosives, oils or other pollutants to the ground, river or reservoir water. If any explosives or other pollutants are spilled, immediately clean up the spilled explosives and dispose of them by approved means. Spills of any amount must be reported to the Engineer immediately
- E. All drill holes shall be collared to within 2 inches of the locations shown on the Contractors approved blasting plans.
- F. Limitations
  1. All blasting shall be performed with light charges in such a pattern that will insure fracture of concrete to such extend that it may be removed without further blasting.

2. Blasting shall not be permitted when in the opinion of the Engineer it may be detrimental to existing installations. The Engineer's decision will be final.

G. Misfires and Dangerous Conditions

1. After a blast has been fired, the blaster-in-charge and one assistant under his or her direct supervision shall make a careful inspection of the blast area. The Engineer's representative may be present for this inspection. Inspections shall determine whether there are any indications that misfires might have occurred or whether the blast created any other imminent dangers like unstable ground conditions. If misfires or other dangerous conditions are found, the blaster-in-charge will secure the area and properly correct all hazards before any other work is allowed in the affected area. The all clear signal, allowing other work to resume in the area, shall not be given until affected blast sites are clear of all hazards.

H. Air Cushion

1. Any portion of the dam crest the contractor is proposing to cut with the use of drill blasting shall first be isolated from vertical contact from other portions of the dam structure by means of an air cushion. Such air cushion shall be provided by at least a 4-inch wall separation.

3.04 SUSPENSION OF BLASTING

- A. Blasting operations may be suspended by the Engineer for any of the following reasons:
  1. The Contractor's safety precautions are inadequate.
  2. Flyrock, air overpressure, ground motion levels, and water over-pressures exceed specified limits.
  3. Drilling and blasting work pollutes water resources or damages nearby facilities or utilities.
  4. The results of the blasting, in the opinion of the Engineer, are not satisfactory.
- B. Blasting operations shall not resume until the Engineer has approved the Contractor's revised blasting safety plan with modifications correcting the conditions causing the suspension.

3.05 DAMAGE REPAIR

- A. If blasting operations cause any damage to structures or utilities, or a portion of the work, or material surrounding or supporting the work, the contractor shall promptly repair or replace damaged items to the condition that existed prior to the damage, to the satisfaction of the Engineer.
- B. Nothing contained herein shall relieve the Contractor of his responsibility for claims arising from his construction operations. Failure to inspect any structure required by these contract documents, or inadequacy of the inspections shall not relieve the Contractor of his responsibility.

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**MEASUREMENT AND PAYMENT**

The cutting of the dam concrete with diamond wire saw method will be paid for on a Lump Sum basis at the Contract Price Bid for Bid Item No. 5 and shall be considered as full compensation for furnishing all labor, equipment, material, and incidentals required to perform the work.

The cutting of the dam concrete with hydraulic splitter method will be paid for on a Lump Sum basis at the Contract Price Bid for Bid Item No. 6 and shall be considered as full compensation for furnishing all labor, equipment, material, and incidentals required to perform the work

The cutting of the dam concrete with drill blasting method will be paid for on a Lump Sum basis at the Contract Price Bid for Bid Item No. 7 and shall be considered as full compensation for furnishing all labor, equipment, material, and incidentals required to perform the work

## SECTION 1005

### CONCRETE REMOVAL AND STORAGE

Testing Session and Demonstration Session: Bid Item No. 8  
Concrete Removal and Storage: Bid Item No. 9

1005-1 **SCOPE**

This item shall consist of a testing session and a demonstration session of the removal of cut concrete blocks, and the removal and storage of cut concrete blocks, and shall be performed in accordance with Standard Specifications, the plans, and these Special Provisions.

1005-2 **CONSTRUCTION METHODS**

1005-2.1 **Testing Session**

Contractor shall test the process for removal of precut concrete blocks prior to the Demonstration Session. The test shall take place at least one day prior to October 12, 2000. The test shall consist of removing two diamond wire saw cut blocks from the dam crest.

1005-2.2 **Demonstration Session**

The contractor shall coordinate with the Engineer the schedule, planning and execution of the Demonstration Session consisting of the following: 1) Remove two diamond wire saw cut blocks from the dam crest and placing them on the stock pile area. 2) Perform diamond wire saw cut operation within the dam crest during the demonstration session. The cutting operation shall be coordinated with the removal of the blocks so as to guarantee the safety of the crew and equipment. The Contractor shall coordinate the work with Demonstration Event Organizer, Ventura County Chief Administration Office. Contact person will be Larry Siegel at (805) 654-2886.

The Demonstration Session is scheduled for October 12, 2000. The Demonstration Session is anticipated to be a major media event with a number of representatives from the community and National, State, and Local governments and organizations as spectators.

Prior to the Demonstration Session, the site, to include the access road shall be cleared of all unnecessary tools and equipment to exhibit a neat and workmanlike appearance.

The Contractor will be assessed liquidated damages of \$29,000 per calendar day in excess of the time duration specified herein for each day that the demonstration session is delayed due to Contractor's un-preparedness to execute the demonstration session.

1005-2.3 **Removal and Storage**

Concrete blocks cut in 1005 shall be removed from the dam crest and stacked in the stockpile area shown on the plans. The stacks shall be neat and stable.

Debris containment during removal shall be in accordance with 1005-2.1. No debris shall be allowed in the water either upstream or downstream of the dam.

The Contractor shall submit a removal and storage plan to the Engineer for approval 14 days prior to removal and storage activities.

1005-3 **MEASUREMENT AND PAYMENT**

The Testing and Demonstration sessions will be paid for on a lump sum basis at the contract price bid for Bid Item No. 8. Quantities of concrete removal and storage will be measured to the neat lines and limits shown on the plan and will be paid for on a ton basis at the contract price bid for No. 9.

Such payment will be considered full compensation for furnishing all labor, materials, tools, equipment, and doing the work.

**COUNTY OF VENTURA  
PUBLIC WORKS AGENCY**

**PREVAILING RATES OF WAGES**

As provided in Subsection 7-2.2 of these specifications, and in accordance with Section 1770 et. seq. of the California Labor Code, determinations of the generally prevailing wages for various classes of workers in Ventura county have been made by the California Director of Industrial Relations as required by the California Labor Code.

As required by California Labor Code Section 1777.5, properly indentured apprentices shall be employed on the work. Travel and subsistence shall be paid in accordance with California Labor Code Section 1773.8.

The determinations made by the State are on file with the Clerk of the Board of Supervisors. A copy will be furnished without cost to the successful bidder.

The Contractor shall post a copy of the wage rates at each jobsite at a location readily available to workers.



EXCERPTS FROM THE  
**CALIFORNIA LABOR CODE**  
AS OF JANUARY 1, 2000

The Labor Code sections furnished are those mentioned in the specifications section 7.2.2.2. They are furnished for the convenience of the contractor and in no way limit the required compliance with all laws.

1771. Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

1775. (a) The contractor and any subcontractor under him or her shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by him or her or, except as provided in subdivision (b), by any subcontractor under him or her. The amount of this penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the contractor in meeting his or her prevailing wage obligations, or the willful failure by the contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the contractor or subcontractor had knowledge of his or her obligations under this part. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements: (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the body awarding the contract under which the employees performed work did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, the contractor shall pay all moneys retained from the subcontractor to the awarding body. The moneys shall be retained by the awarding body pending the final decision of an enforcement action, and be forwarded to the Labor Commissioner for disbursement pursuant to subdivision (d) if the subcontractor does not prevail in the action. Wages for workers who cannot be located after a diligent search by the Labor Commissioner shall be deposited in the Industrial Relations Unpaid Wage Fund pursuant to subdivision (c) of Section 96.7. Penalties shall be paid into the General Fund.

If the subcontractor prevails in the enforcement action, the awarding body shall release any funds retained pursuant to this subdivision to the contractor within 10 working days from the date of the final decision of the court.

(d) To the extent that there is insufficient money due a contractor to cover all penalties and amounts due in accordance with this section or Section 1813, and in all cases where the contract does not provide for a money payment by the awarding body to the contractor, the awarding body shall notify the Division of Labor Standards Enforcement of the violation and the division, if necessary with the assistance of the awarding body, may maintain an action in any court of competent jurisdiction to recover the penalties and the amounts due provided in this section. This action shall be commenced not later than 180 days after the filing of a valid notice of completion in the office of the county recorder in each county in which the public work or some part thereof was performed, or not later than 180 days after acceptance of the public work, whichever last occurs. No issue other than that of the liability of the contractor and subcontractor for the penalties allegedly forfeited and amounts due shall be determined in the action, and the burden shall be upon the contractor and subcontractor to establish that the penalties and amounts demanded in the action are not due. The contractor and subcontractor shall be jointly and severally liable in an enforcement action for any wages due. Following entry of a judgment for joint and several liability, the division shall first exhaust all reasonable remedies to collect the amount due from the subcontractor before pursuing the claim for wages against the contractor. From the amount collected from the subcontractor, the wage claim shall be satisfied prior to the amount being applied to penalties.

Out of any money withheld, recovered, or both, there shall first be paid the amount due each worker, and if insufficient funds are withheld, recovered, or both, to pay each worker in full, the money shall be prorated among all workers.

(e) This section shall remain in effect only until January 1, 2003, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2003, deletes or extends that date.

1776. (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in a manner so as to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each

worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(i) The director shall adopt rules consistent with the California Public Records Act, (Chapter 3.5 (commencing with Section 6250), Division 7, Title 1, Government Code) and the Information Practices Act of 1977, (Title 1.8 (commencing with Section 1798), Part 4, Division 3, Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

(j) This section shall remain in effect only until January 1, 2003, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2003, deletes or extends that date.

1777.5. (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either (1) the apprenticeship standards and apprentice agreements under which he or she is training or (2) the rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval or denial of the apprenticeship program shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that the program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body.

Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract. At the end of each fiscal year the California Apprenticeship Council shall make grants to each apprenticeship program in proportion to the number of hours of training provided by the program for which the program did not receive contributions, weighted by the regular rate of contribution for the program. These grants shall be made from funds collected by the California Apprenticeship Council during the fiscal year pursuant to this subdivision from contractors that employed registered apprentices but did not contribute to an approved apprenticeship program. All these funds received during the fiscal year shall be distributed as grants.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000) or 20 working days.

(p) All decisions of an apprenticeship program under this section are subject to Section 3081.

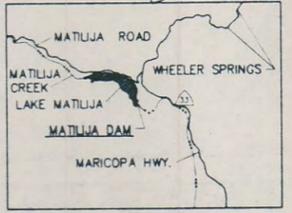
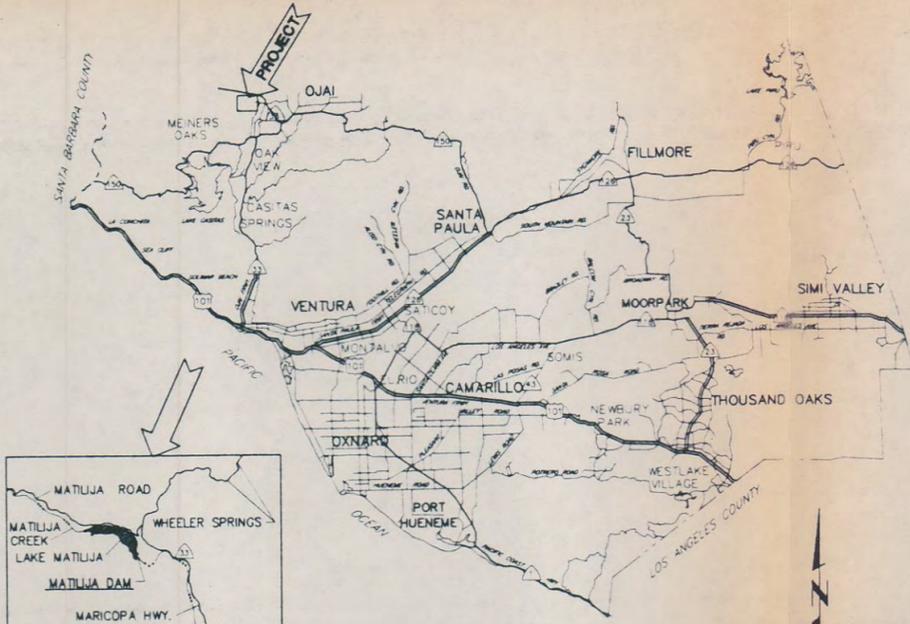
1813. The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

This section shall remain in effect only until January 1, 2003, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2003, deletes or extends that date.

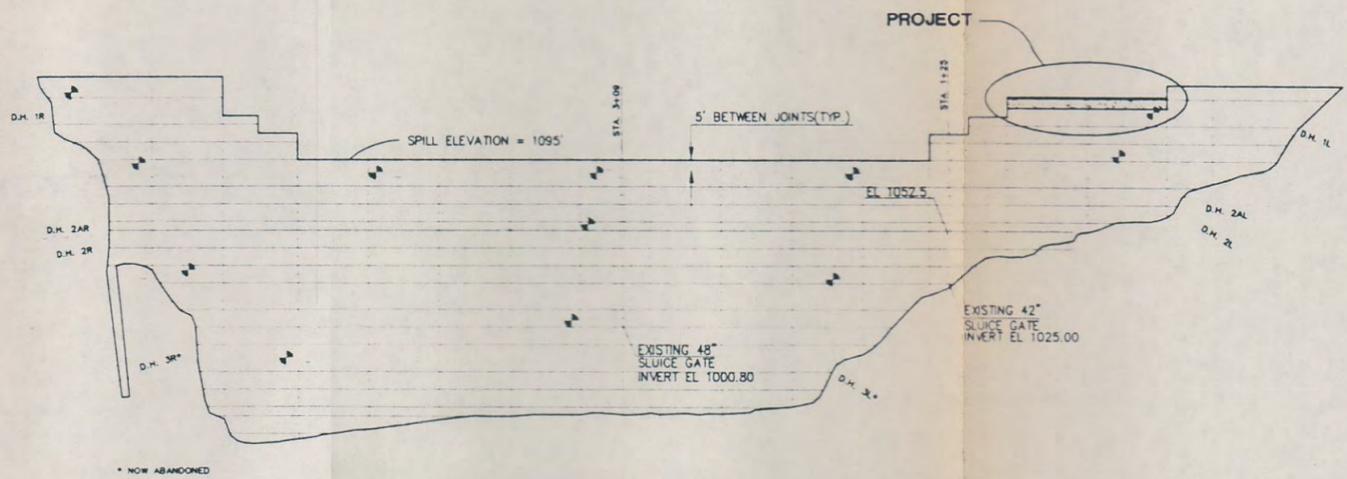
1815. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

COUNTY OF VENTURA  
 PUBLIC WORKS AGENCY  
 VENTURA COUNTY FLOOD CONTROL DISTRICT  
 ZONE 1

MATILJA DAM EVALUATION DEMONSTRATION



VICINITY MAP  
 N.T.S.



ELEVATION OF MATILJA DAM  
 N.T.S.

GENERAL NOTES

1. ELEVATIONS SHOWN ARE IN FEET, NATIONAL GEODETIC SURVEY SEA LEVEL DATUM OF 1929.
2. STATIONS SHOWN ON DRAWINGS ARE ALONG CENTERLINE OF STRUCTURE.
3. NUMBERS IN  $\square$  INDICATE BID ITEMS UNDER WHICH PAYMENT WILL BE MADE.
4. LETTER AND NUMBER IN  $\bigcirc$  INDICATE THE DETAIL CALL-OUT AND SHEET ON WHICH REFERENCE DETAIL IS SHOWN.
5. NUMBERS IN  $\triangle$  REFER TO NOTES ON SAME SHEET UNLESS OTHERWISE NOTED.
6. TOPOGRAPHY FOR THIS PROJECT WERE TAKEN FROM SURVEYS PERFORMED IN 10/70 AND 5/73.
7. EXISTING IMPROVEMENTS WITHIN THE RIGHT OF WAY AND WORK AREAS SHALL REMAIN AND SHALL BE PROTECTED UNLESS OTHERWISE NOTED. DAMAGED IMPROVEMENTS SHALL BE REPLACED IN KIND TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
8. UTILITIES ARE SHOWN AS KNOWN TO EXIST AT TIME OF SURVEY. UTILITIES MAY HAVE BEEN OMITTED, MISPLACED, AND/OR RELOCATED. CONTRACTOR SHALL EXERCISE CARE IN EXCAVATION AND SHALL PROTECT ALL UTILITIES.
9. CONTRACTOR SHALL NOTIFY UTILITY OWNERS A MINIMUM OF 48 HOURS PRIOR TO STARTING WORK IN AREAS AFFECTING THEIR FACILITIES.

CASITAS MUNICIPAL WATER DISTRICT TEL. NO. (805) 649-2251 MR. STEVE WICKSTRUM  
 EXT. 110 (PRIN. CIVIL ENGINEER)  
 SOUTHERN CALIFORNIA EDISON CO. TEL. NO. (805) 654-7362 MR. DAVE RUPP  
 (CUST. SERVICES PLANNER)

INDEX TO SHEETS

SHEET NO.	TITLE
1	GENERAL PLAN
2	PLAN AND DETAILS
3	SECTIONS, CONTROL HOUSE, AND DETAILS

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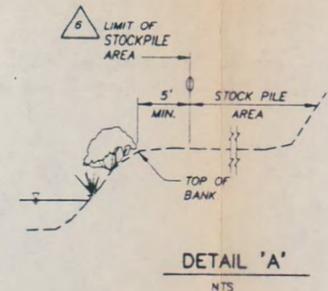
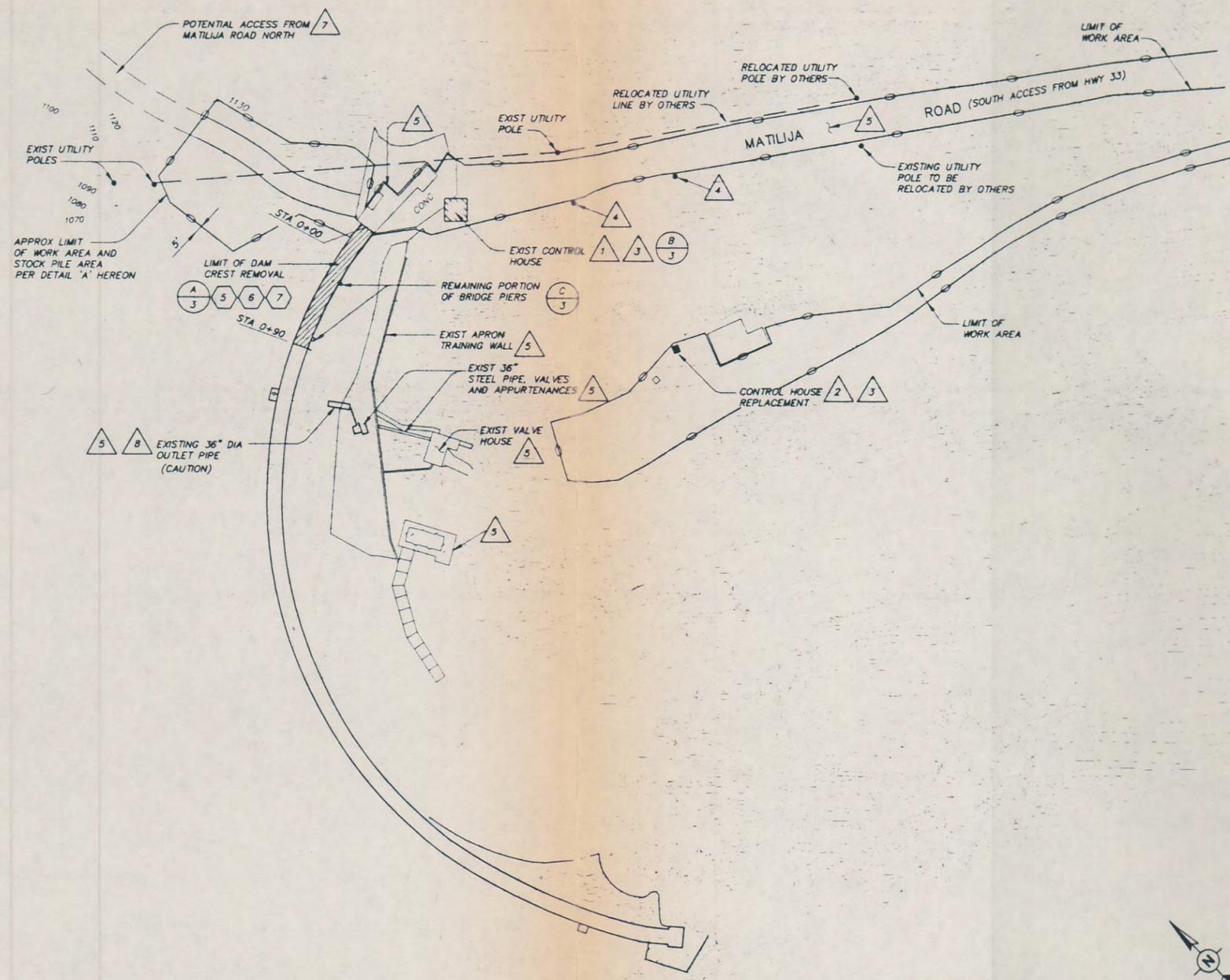
*Handwritten signatures and dates:*  
 Date: 5/28/00  
 J. H. Rupp  
 Director of Public Works

COUNTY OF VENTURA - PUBLIC WORKS AGENCY  
 VENTURA COUNTY FLOOD CONTROL DISTRICT

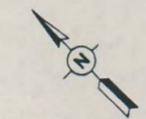
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 F.C.01-02  
 PROJ. NO.  
 81912

MATILJA DAM EVALUATION DEMONSTRATION  
 GENERAL PLAN

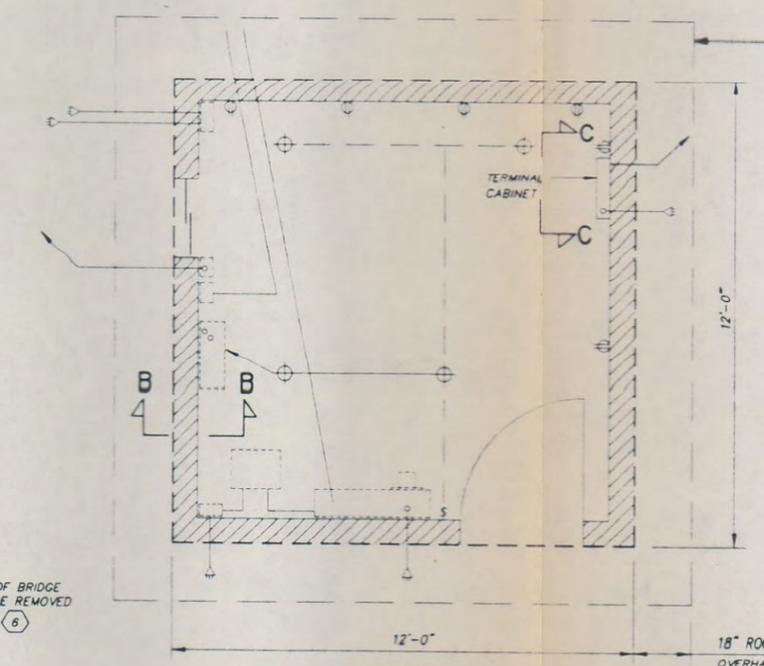
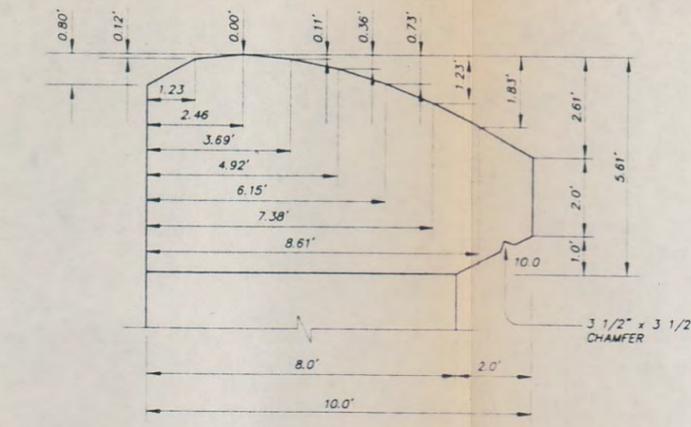
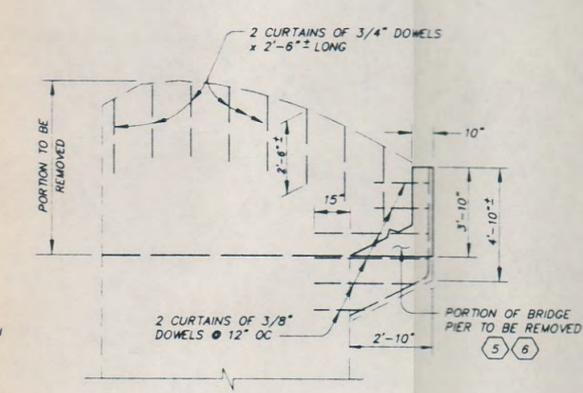
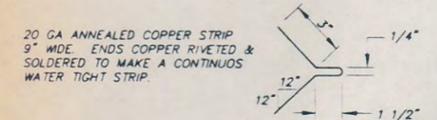
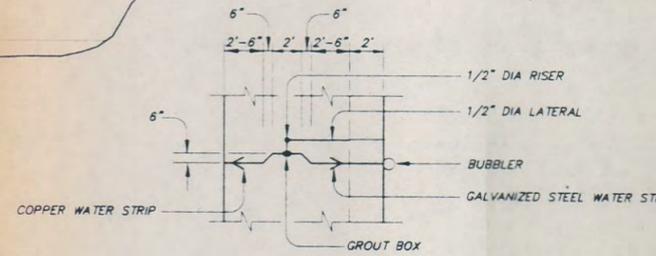
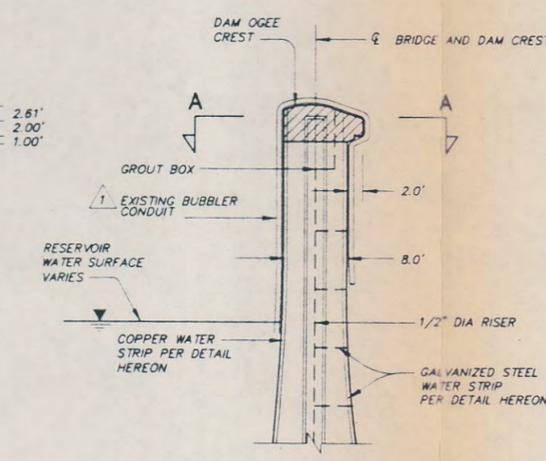
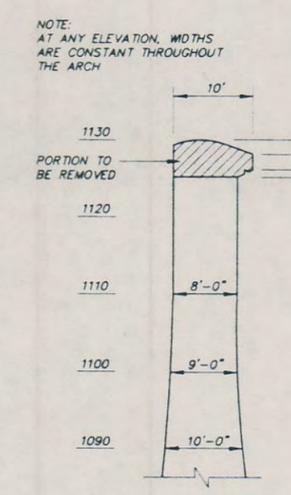
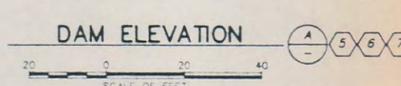
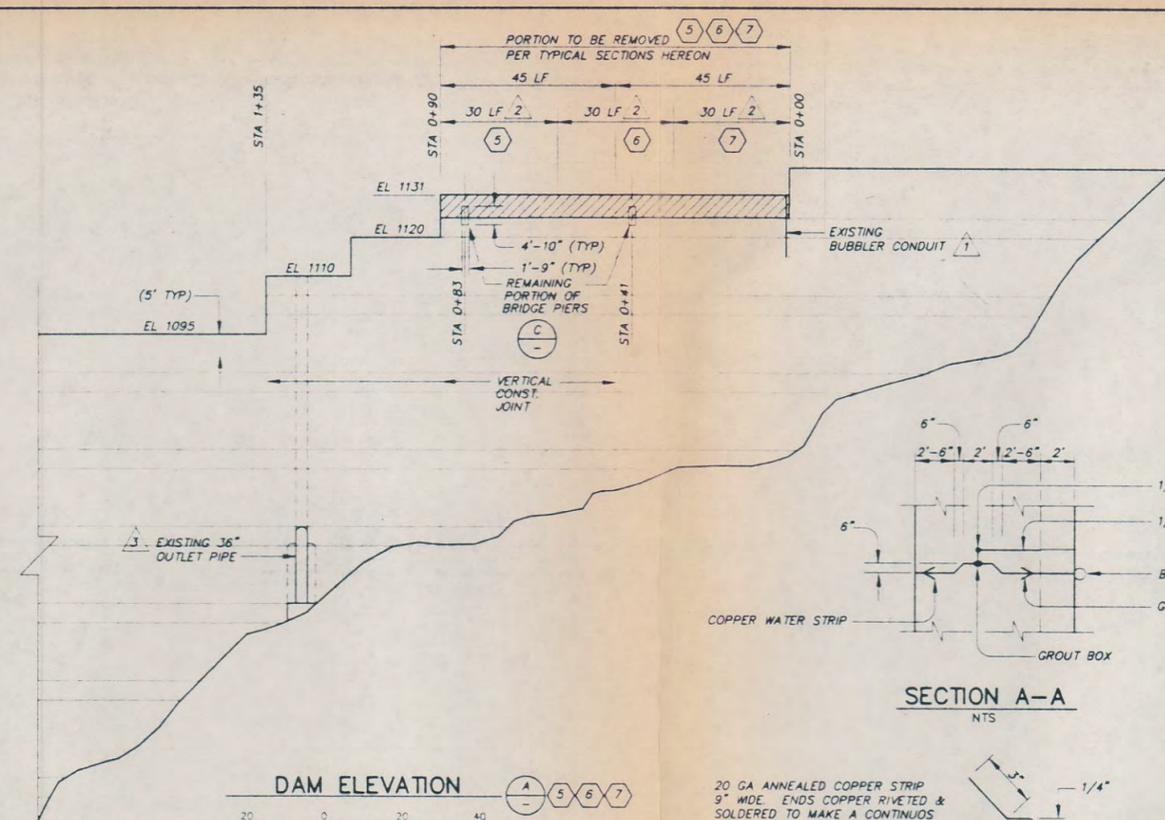
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 OF 3  
 DRAWING NO.  
 Y-1-630



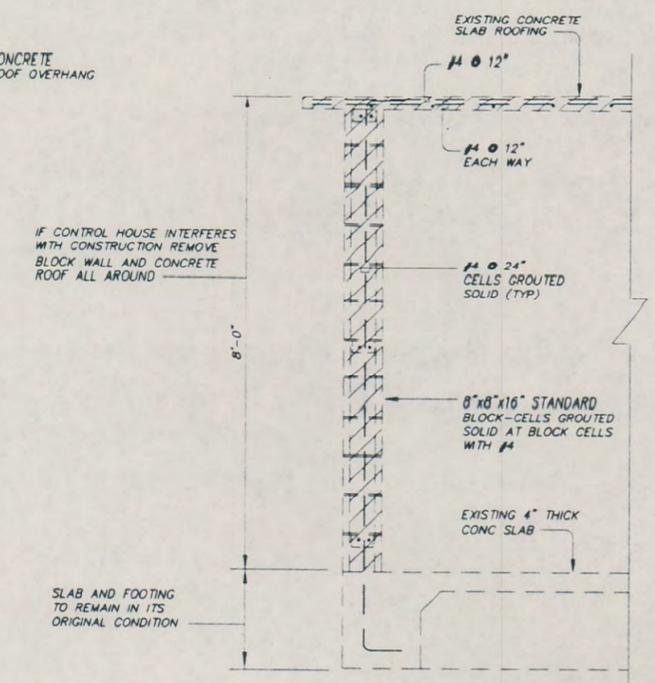
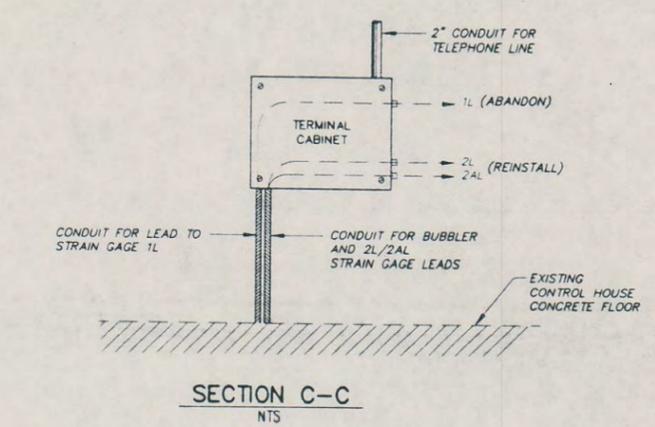
- NOTES:**
- EXISTING CONCRETE BLOCK CONTROL HOUSE MAY BE DISMANTLED TO TOP OF FOUNDATION PER SPECIAL PROVISION AND DETAIL IF IT INTERFERES WITH CONSTRUCTION. (B, J)
  - CONTROL HOUSE REPLACEMENT IF REQUIRED SHALL BE SANDED AND PAINTED PRIOR TO MOVING TO FINAL LOCATION. (J)
  - FINAL LOCATION OF CONTROL HOUSE REPLACEMENT IF REQUIRED WILL BE DONE IN THE FIELD AND SHALL BE AT OR NEAR LOCATION OF EXISTING CONTROL HOUSE SUBJECT TO ENGINEERS APPROVAL. (J)
  - EXISTING UTILITY POLES TO BE ABANDONED BY OTHERS
  - PROTECT IN PLACE EXISTING FACILITIES UNLESS OTHERWISE SHOWN. ANY DAMAGE SHALL BE REPAIRED AT CONTRACTORS EXPENSE TO ENGINEERS SATISFACTION.
  - STOCK PILE AREA TO BE FLAGGED PRIOR TO CONSTRUCTION IN ACCORDANCE WITH 1000-10
  - SOME LARGE BOULDERS BLOCK A PORTION OF THE EXISTING SERVICE ROAD. CONTRACTOR MAY REMOVE THESE BOULDERS AT HIS OPTION.
  - PROTECT IN PLACE 36" DIAMETER OUTLET PIPE IN FACE OF DAM. DAMAGE TO PIPE WILL BE REPAIR AT CONTRACTOR'S EXPENSE TO THE OWNER'S SATISFACTION.



ACAD FILE: MAT-SH1-2.DWG 7/20/90 FL		DESIGNED: K. NORMAN	DRAWN: FL	CHECKED: S. VARGAS	SPEC. NO.	<b>MATILJA DAM EVALUATION DEMONSTRATION</b> PLAN AND DETAILS	SHEET <u>2</u> OF <u>3</u> DRAWING NO. Y-1-631
		PROJ. ENG. <i>[Signature]</i>	RECOMMENDED BY <i>[Signature]</i>	APPROVED: <i>[Signature]</i>	F.C. 01-02		
		REG. NO. 51905	DATE 7/10/90		FC81912		
D					<b>COUNTY OF VENTURA - PUBLIC WORKS AGENCY</b> <b>VENTURA COUNTY FLOOD CONTROL DISTRICT</b>		
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- NOTES:**
- REMOVE AND SALVAGE OR REPLACE INTERFERING PORTION OF EXISTING BUBBLER CONDUIT. REINSTALL OR REPLACE IN KIND AFTER CONSTRUCTION.
  - 30 LF OF Ogee CREST REMOVAL PER SPECIAL PROVISION 1004
  - USE EXTREME CAUTION NEAR EXISTING 36" DIA OUTLET PIPE, ANY DAMAGE TO THE PIPE OR CAUSED BY DAMAGE TO THE PIPE SHALL BE REPAIRED AT CONTRACTORS EXPENSE TO ENGINEERS SATISFACTION.



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Δ	REVISION	DESCRIPTION	APP DATE

DESIGNED: K. NORMAN DRAWN: FL CHECKED: S. VARGAS  
 PROJ. ENG: *Large Varg* RECOMMENDED: *Shirley Varg*  
 REG. NO. 51705 DATE: 7/1/11 APPROVED: *Shirley Varg*

COUNTY OF VENTURA - PUBLIC WORKS AGENCY  
 VENTURA COUNTY FLOOD CONTROL DISTRICT

SPEC. NO. F.C. 01-02  
 PROJ. NO. 81912

MATILJA DAM EVALUATION DEMONSTRATION  
 SECTIONS, CONTROL HOUSE AND DETAILS

SHEET 3  
 OF 3  
 DRAWING NO. Y-1-632