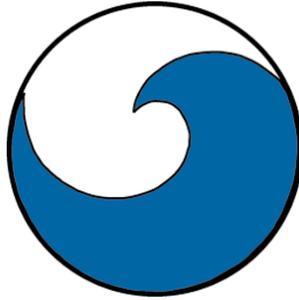




Dear Prospective Vendor:

**If you intend to submit a bid or proposal, please contact Public Works at (805) 583-6786 and provide your name, address, and telephone number.**

The City will use this information to notify you of any addenda to these documents. Without this information, the City has no way of identifying who may have outdated or incomplete copies. It is the prospective vendor's responsibility to ensure the most complete and current versions of the documents are obtained, including any addenda.



**VENTURA COUNTY WATERWORKS  
DISTRICT NO. 8  
CITY OF SIMI VALLEY**

**NOTICE TO BIDDERS, CONTRACT PROPOSAL,  
AND  
SPECIFICATIONS FOR THE CONSTRUCTION OF**

**WATERLINE PROTECTION/BOX CANYON, CP980440**

**Specification No. SV 20-21**

**KEITH L. MASHBURN, CHAIR  
MIKE JUDGE, VICE CHAIR  
DEE DEE CAVANAUGH  
RUTH LUEVANOS  
ELAINE P. LITSTER**

**BRIAN PAUL GABLER  
-DISTRICT MANAGER-**

**RONALD K. FUCHIWAKI  
-PUBLIC WORKS DIRECTOR-**

**BIDS TO BE OPENED OCTOBER 14, 2020  
AT 3:30 P.M.**

---

<b>PRICES:</b>	
<b>DOWNLOAD</b>	<b>FREE</b>
<b>PICKED UP</b>	<b>\$10.00</b>
<b>MAILED</b>	<b>\$30.00</b>

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**DEPARTMENT OF PUBLIC WORKS  
CITY HALL  
2929 TAPO CANYON ROAD  
SIMI VALLEY, CA 93063  
STAFF CONTACT: (805) 583-6871**

VENTURA COUNTY WATERWORKS DISTRICT NO. 8

**CONSTRUCTION DOCUMENTS**

FOR

NAME: WATERLINE PROTECTION/BOX CANYON, CP980440

LOCATION: BRYANT DRIVE, CANOGA PARK, CA 91304

SPECIFICATION NO.: SV 20-21

DATE: SEPTEMBER 16, 2020

PREPARED BY:



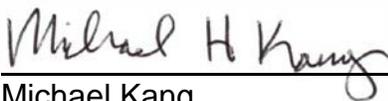
Rob Herr  
Assistant Engineer/Utilities  
Ventura County Waterworks District No. 8

REVIEWED BY:



Jay Lukiewski  
Senior Engineer/Utilities  
Ventura County Waterworks District No. 8

RECOMMENDED BY:



Michael Kang  
Principal Engineer/Utilities  
Ventura County Waterworks District No. 8

APPROVED BY:



Joe Deakin  
Assistant Director/District Engineer  
Ventura County Waterworks District No. 8

VENTURA COUNTY WATERWORKS DISTRICT NO. 8

DEPARTMENT OF PUBLIC WORKS

**NOTICE TO BIDDERS, SUBCONTRACTORS, AND SUPPLIERS**

If you discover any error or omission in the plans, specifications, or proposal, or have any question concerning the bidding documents, please contact:

Rob Herr, Assistant Engineer  
Ventura County Waterworks District No. 8  
Department of Public Works  
2929 Tapo Canyon Road  
Simi Valley, CA 93063  
Telephone (805) 583-6871

**A mandatory pre-bid meeting is scheduled to be held on Wednesday, September 30, 2020, at 10:00 a.m., at the job site. Questions and/or concerns will be addressed at this meeting, interested parties should RSVP to Rob Herr at [rherr@simivalley.org](mailto:rherr@simivalley.org).**

Advise the person answering the phone that you have a "Bidding Question." Please do not call other staff members or consultants.

All bids must be sealed and submitted at or before 3:30 p.m., on October 14, 2020, to the following:

Deputy Administrative Services Director (Support Services)  
Department of Administrative Services  
City of Simi Valley  
2929 Tapo Canyon Road  
Simi Valley, CA 93063

After the bid opening, bid results may be obtained by calling Rob Herr, Engineer/Waterworks, at (805) 583-6871.

After Notice to Proceed is issued to the successful bidder, all contacts should be through Rob Herr, Engineer/Waterworks, at (805) 583-6871

NOTE: Please mark the outside of the envelope (and express shipment envelope, if applicable):

SPECIFICATION NO. SV 20-21  
WATERLINE PROTECTION/BOX CANYON, CP980440  
Bids to be opened at 3:30 p.m.  
On October 14, 2020

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VENTURA COUNTY WATERWORKS DISTRICT NO. 8

CITY OF SIMI VALLEY

DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION

**NOTICE INVITING BIDS**

FOR

WATERLINE PROTECTION/BOX CANYON, CP980440

SPECIFICATION NO. SV 20-21

## NOTICE INVITING BIDS

Pursuant to statute and to the authorization approved by the Ventura County Waterworks District No. 8, and on file in the office of the District Secretary of said District, NOTICE IS HEREBY GIVEN that sealed bids for Waterline Protection/Box Canyon, CP980440, Specification No. SV 20-21 will be received by the Deputy Administrative Services Director (Support Services), at City Hall, 2929 Tapo Canyon Road, Simi Valley, California, 93063, at or before 3:30 p.m., on October 14, 2020, at which time they will be publicly opened and read at or about said hour and date by the City's Deputy Administrative Services Director (Support Services) (or designated representative) at the above address.

No contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015, unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5, or unless the contractor or subcontractor qualifies for an exception from this requirement, for bid purposes only, as set forth in Labor Code section 1771.1(a). If contractor or subcontractor believes that such an exception in 1771.1(a) applies, it must provide the applicable exception(s) in its bid proposal. Even those contractors or subcontractors who qualify for an exception under 1771.1(a) must be registered with DIR at the time of award, if such award is made on or after April 1, 2015.

No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with DIR pursuant to Labor Code section 1725.5.

**A mandatory pre-bid meeting is scheduled to be held on Wednesday, September 30, 2020, at 10:00 a.m., at the job site. Questions and/or concerns will be addressed at this meeting, interested parties should RSVP to Rob Herr at [rherr@simivalley.org](mailto:rherr@simivalley.org).**

This project is subject to compliance monitoring and enforcement by the DIR.

### SCOPE OF WORK:

The project generally consists of constructing 224 linear feet driveway repair with pipe protection over an existing waterline, re-establishment of roadway grade, hot mix asphalt paving, aggregate base, concrete curb, gutter, longitudinal gutter, installation of water valve stack.

The Proposal shall be submitted and the work shall be performed by a State of California Class A licensed contractor in strict conformance with Specification No. SV 20-21, and now on file in the City's Department of Public Works and the office of the District Secretary.

A copy of the plans and specifications can be viewed and downloaded at [www.simivalley.org/BidsAndProposals](http://www.simivalley.org/BidsAndProposals).

**It is the bidder's responsibility to check the City's website for any addendum(s) that may be issued for this project prior to submittal of the bid. Failure to submit addendum(s) with the bid disqualifies the bidder.**

Copies of plans and specifications may be obtained by prospective bidders from the Department of Public Works at 2929 Tapo Canyon Road, Simi Valley, California 93063, upon the payment of \$10.00, plus \$20.00 for handling and mailing fees, if mailed. All questions concerning the bid document should be directed to Rob Herr, Assistant Engineer/Waterworks, Department of Public Works, at (805) 583-6871.

All prospective bidders shall abide by the provisions of the Bid Terms and Conditions listed in the project's specifications.

The District reserves the right to retain all proposals for a period of 60 days after the bid opening date for examination and comparison and to delete any portion of the work from the Contract.

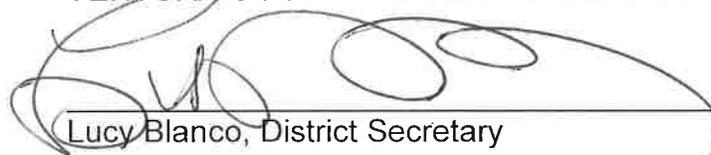
The District reserves the right to determine and waive nonsubstantial irregularities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other. The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. The District reserves the right to delete any bid item to the extent that the bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid. The District further reserves the right to make award to the lowest responsive and responsible bidder as the interest of the District may require.

In accordance with the provisions of Division 2, Part 7, Chapter 1 of the California Labor Code, the California Department of Industrial Relations has established the general prevailing rates of per diem wages for each craft, classification, and type of work needed to execute contracts for public works and improvements. The per diem wages published at the date the Contract is advertised for bids shall be applicable. Copies of the prevailing rate of per diem wages are on file at the California Department of Industrial Relations and are available to any interested party at [www.dir.ca.gov/DLSR/PWD/index.htm](http://www.dir.ca.gov/DLSR/PWD/index.htm). Future effective wage rates, which have been predetermined, are on file with the Department of Industrial Relations, and are referenced but not printed in said publication. The new wage rates shall become effective on the day following the expiration date and apply to this Contract in the same manner as if they had been included or referenced in this Contract.

The contractor may substitute securities for retention monies pursuant to Public Contract Code Section 22300.

Dated this 16<sup>th</sup> day of September, 2020

VENTURA COUNTY WATERWORKS DISTRICT NO. 8

  
\_\_\_\_\_  
Lucy Blanco, District Secretary

VENTURA COUNTY WATERWORKS DISTRICT NO. 8

CITY OF SIMI VALLEY

DEPARTMENT OF PUBLIC WORKS

**BID TERMS AND CONDITIONS**

FOR

WATERLINE PROTECTION/BOX CANYON, CP980440

SPECIFICATION NO. SV 20-21

## BID TERMS AND CONDITIONS

Requirement to Meet All Bid Provisions - Each bidder shall meet all of the specifications and bid terms and conditions. By virtue of the bid submission, the bidder acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the proposal. Nonsubstantial deviations may be considered provided that the bidder submits a full description and explanation of and justification for the proposed deviations. Whether any proposed deviation is nonsubstantial will be determined by the District in its sole discretion.

DIR Registration - In accordance with the provisions of California Labor Code Section 1771.1, as amended by SB 854, unless registered with the DIR (Department of Industrial Relations), a contractor may not bid, nor be listed as a subcontractor, for any bid proposal submitted for public work on or after March 1, 2015, with certain exceptions as set forth in Labor Code 1771.1(a). Further, a public entity cannot award a public work contract to a non-registered contractor or subcontractor, effective April 1, 2015. As such, bidders must be registered with DIR. If any contractor or subcontractor listed in a bid or proposal is believed to be exempt from registration as set forth in Labor Code 1771.1(a), the bid proposal must set forth the claimed exemption. Failure to provide evidence of registration or of a valid exemption at the time of bid submittal shall render the bid as non-responsive and shall act as a bar to award the Contract to any bidder not registered with DIR.

License - In accordance with the provisions of California Public Contract Code Section 3300, the District has determined that the bidder shall possess a valid applicable class Contractor's License as specified in the Contract documents. Failure to possess the specified license at the time of bid submittal shall render the bid as non-responsive and shall act as a bar to award the Contract to any bidder not possessing said license.

Communications Regarding Bid - If a prospective bidder is in doubt as to the true meaning or intent of any part of the Contract documents, or discovers discrepancies or omissions, the bidder may submit to the District Engineer a written request for an interpretation or a correction thereof. Interpretations or corrections of the Contract documents shall be made only by addendum duly issued by the District Engineer. A copy of such addendum will be mailed or delivered to each potential bidder receiving a set of the Contract documents. Such addendum shall be considered a part of and incorporated in the Contract documents.

All timely requests (timely requests are those which the District, in its sole judgment, can reasonably respond to before the bid closing) for information submitted in writing will receive a written response from the District. Telephone communications with District staff are not encouraged but will be permitted. However, any such verbal communication shall not be binding on the District.

Bidder's Bond Requirement - Bidders shall provide a properly executed Bidder's Bond (contained herein), cashier's check or other bidder's security payable to the District to accompany the Proposal in the amount of ten percent (10%) of the total bid. The

proceeds thereof will become the property of the District if the bidder fails to or refuses to execute the contract within ten (10) calendar days after the District has notified the bidder of intent to award the bid or within ten (10) calendar days after notice of the award has been sent by mail to the bidder, whichever occurs first. It is the Ventura County Waterworks District No. 8 Board of Directors' policy that the bid bond or other bidder's security will not be waived due to calculation errors made by the bidder. Additionally, the proceeds of the bidder's bond will become the property of the District if the bidder fails to or refuses to furnish satisfactory bonds or evidence of insurance required in the contract construction documents within ten (10) days after the bid has been awarded. The bond shall be sufficient and duly executed by a surety admitted to do business in the State of California. All bid bonds or substitutes therefor will be returned upon timely execution of the Contract and the filing of satisfactory insurance certifications and bonds by successful bidder.

Bid Submission - Each bid must be submitted on the form(s) provided in the Proposal. The Proposal shall be enclosed in an envelope, which shall be sealed and addressed to the Deputy Administrative Services Director (Support Services), Ventura County Waterworks District No. 8, City of Simi Valley, 2929 Tapo Canyon Road, Simi Valley, California 93063. In order to guard against premature opening, the Proposal shall be clearly labeled with the bid title, name of bidder, and date and time of bid opening. If the Proposal is delivered to the District via Express Delivery, or other priority mail service, the above information must also be included on the outside shipment envelope.

Submission of One Bid Only - No individual, or business entity of any kind shall be allowed to make or file or to be interested in more than one bid, except an alternative bid when specifically requested. However, an individual who has quoted prices on materials to a bidder submitting a proposal is not thereby disqualified from quoting prices to other bidders submitting proposals.

Protest Procedures - Any bidder, proposer, or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. Bidders are to be advised that protests of the process, terms, conditions or any other aspect of the solicitation, must be made prior to the bid or proposal due date.

Bidders and proposers may not protest the contents of the specifications of the bid/RFP nor the award based on the use of the Local Vendor Preference. Protests must be in writing and transmitted by facsimile, email or by mail to the attention of the Purchasing Agent.

Protest of the recommendation for award for bids must be made immediately, and in no event later than five working days after the close of bids. In the case of an RFP, after the notice of recommendation for award. All protests must include the following information:

1. The name, address, telephone number and email address of the protestor;
2. The signature of the protestor or protestor's representative;
3. The solicitation or contract number;

4. A detailed statement of the legal and/or factual grounds of the protest and all documentation supporting the vendor's position at the time of the initial protest;
5. The form of relief requested.

The Purchasing Agent or designee shall respond in writing within two (2) working days to the protestor. The decision rendered by the Purchasing Agent shall be in writing and shall be final.

Bid Withdrawal - A bidder may withdraw its proposal without prejudice prior to the time specified for the bid opening by submitting a written request to the City's Deputy Administrative Services Director (Support Services) for its withdrawal. If this occurs, the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than the place stated in the Notice Inviting Bids will be considered. All bids will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the bids.

Bid Quotes and Unit Price Extensions - The extensions of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Bid Submission Form(s). The Bid Submission Form(s) must be totally completed. If the unit price and the total amount stated by any bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the total will be corrected to conform to the specified unit price.

Bid Retention and Award - The District reserves the right to retain all proposals for a period of 60 days after the bid opening date for examination and comparison. The District also reserves the right to determine and waive nonsubstantial irregularities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that the proposals are qualified by specific limitations, and to make award to the lowest responsive and responsible bidder as the interest of the District may require.

Labor Actions - In the event that the successful bidder is experiencing a labor action at the time of the award of the bid (or if its suppliers or subcontractors are experiencing such a labor action), the District reserves the right to declare said bidder is no longer the lowest responsible bidder and may accept the next acceptable low bid from a bidder that is not experiencing a labor action and declare it to be the lowest responsive and responsible bidder.

Contract Requirement - The bidder to whom award is made, shall execute a written contract with the District within ten (10) calendar days after notice of the award has been sent by mail to the address given in the proposal or within ten (10) calendar days after receipt by bidder of oral communication of the intent to award, whichever occurs first. The Contract shall be made in the form adopted by the District and incorporated in these specifications. The bidder warrants that bidder possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable; and further, bidder shall comply with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable.

Failure to Accept Contract - If upon notification of intent to award the bid by the District, the bidder fails to enter into the Contract within the specified time period, the pending award will be annulled. Any bid security will be forfeited in accordance with these Bid Terms and Conditions if a bidder's bond or security is required. An award may be made to the next lowest responsive and responsible bidder who shall fulfill every term and condition of the bid.

Business Tax - The City's Business Tax Ordinance requires that a Business Tax Receipt be obtained before any business, trade, profession, enterprise, establishment, occupation, or calling is conducted within the City. The amount of the tax is based on gross receipts resulting from business conducted in the City of Simi Valley and is required to be paid when business is conducted in the City even though the principal location of the business may be outside of the City or a Business Tax Receipt has been issued to them by another city. Issuance of a Business Tax Receipt is only evidence of the fact that the tax has been paid. It does not sanction or approve any activity not otherwise permitted. Verification that the bidder has a valid City of Simi Valley Business Tax Receipt will be obtained by the District prior to the execution of the Contract. Additional information regarding the City's Business Tax program may be obtained by calling (805) 583-6736.

Faithful Performance Bond Requirement - The bidder to whom the Contract is awarded (Contractor) shall execute the Contract and furnish a surety bond in the amount of 100% of the Contract bid price guaranteeing the faithful performance of the Contract. The bond shall remain in force for a period of one year after the date of recordation of Notice of Completion by District. The bond shall be sufficient and duly executed by a surety admitted to do business in the State of California.

Material Suppliers and Laborer Bond Requirement - The Contractor shall furnish a surety bond by an admitted surety in the amount of 100% of the Contract bid price to secure the payment of claims for materials and labor provided by others in performing the work. The bond shall be sufficient and duly executed by a surety admitted to do business in the State of California.

Antitrust Claims - In accordance with Section 4552 of the Government Code, in submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

Prevailing Wages and Minority Group Skill Upgrade and Employment - Bidders are hereby notified that pursuant to the provisions of the California Labor Code the California Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of

worker needed to execute the contract. Such wage scale is set forth at length in a Schedule of Prevailing Rates of Wages that is on file at the California Department of Industrial Relations and is available at [www.dir.ca.gov/DLSR/PWD/index.htm](http://www.dir.ca.gov/DLSR/PWD/index.htm). The published prevailing wage rates that the Contractor shall pay are hereby incorporated in and made a part of these Bid Terms and Conditions.

The bidder to whom the Contract is awarded shall assist in locating, qualifying, hiring and increasing the skills of minority group employees and applicants for employment, as set forth in Executive Orders 11246 and 11375.

California Public Records Act - All information contained in the Proposal, and the Proposal itself, is a public record and subject to release to the public once opened. Bidders shall not include trade secrets or other confidential information in their bids.

Recycled Purchase Requirement - Bidders are hereby notified that pursuant to the provisions of Sections 22150 – 22154 of the California Public Contract Code the District is required to purchase recycled products as defined in Section 12200 of the same Code if the product fitness and quality are equal to the nonrecycled product and available at the same or a lesser total cost than nonrecycled items. Bidders shall offer products and prices to the District that meet these requirements.

VENTURA COUNTY WATERWORKS DISTRICT NO. 8

CITY OF SIMI VALLEY

DEPARTMENT OF PUBLIC WORKS

**PROPOSAL**

FOR

WATERLINE PROTECTION/BOX CANYON, CP980440

SPECIFICATION NO. SV 20-21

**SUBMIT PAGES 13 THROUGH 27 FULLY EXECUTED WITH THIS PROPOSAL**

LIST OF DOCUMENTS

TO BE SUBMITTED WITH PROPOSAL

FOR

WATERLINE PROTECTION/BOX CANYON, CP980440

SPECIFICATION NO. SV 20-21

Cover Page ..... Page 13

List of Documents to be submitted with Proposal..... Page 14

Proposal..... Page 15

Instructions for Signing Proposal, Bonds, and Contract ..... Page 16

Contractor's Proposal Statement..... Page 17

Proposed Schedule of Work and Prices..... Page 18

Bidder's Bond to Accompany Proposal ..... Page 20

Form to Accompany Bid Bond..... Page 21

Statement of Bidder's Qualifications and References ..... Page 22

Statement of Bidder's Past Contract Disqualifications..... Page 23

Questionnaire Regarding Subcontractors ..... Page 24

List of Subcontractors and Material Fabricators ..... Page 25

Noncollusion Declaration..... Page 26

Equal Employment Opportunity Certificate..... Page 27

**All blanks in the bid proposal must be appropriately responded to. If an answer or other response to a blank is not applicable, the bidder shall respond with "N.A."**

**Failure of a bidder to fully execute and submit all of the listed documents with the bid will render a bid as non-responsive and subject to rejection.**

DEPARTMENT OF PUBLIC WORKS

PROPOSAL

FOR

WATERLINE PROTECTION/BOX CANYON, CP980440

SPECIFICATION NO. SV 20-21

Specification No.: SV 20-21, including 3 sheets of plans

Bids to be received on: October 14, 2020, at or before 3:30 p.m.

Completion time: 50 Consecutive Calendar Days After Receipt of Notice to Proceed

Liquidated damages: \$1,000 Per Calendar day

Number of pages in Proposal: 15

CONTRACTOR

Name \_\_\_\_\_

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

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

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Fax Number \_\_\_\_\_ (Optional)

The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. The District reserves the right to delete any bid item to the extent that the bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid.

**SUBMIT PAGES 13 THROUGH 27 FULLY EXECUTED WITH THIS PROPOSAL**

**INSTRUCTIONS FOR SIGNING PROPOSAL, BONDS AND CONTRACT**

**Corporations**

- a) Give name of Corporation.
- b) Signatures: President or Vice-president and Secretary or Assistant Secretary.
- c) Affix corporate seal to Contractor's Proposal Statement.
- d) Others may sign for the corporation if the District has been furnished a certified copy of a resolution of the corporate board of directors authorizing them to do so. Certified copy of resolution must be included with the bid submittal.

**Partnerships**

- a) Signatures: All members of partnership. One may sign if District has a copy of authorization.

**Joint Ventures**

- a) Give the names of the joint venturers.
- b) Signatures: All joint venturers. One may sign if District has a copy of authorization.

**Individuals**

- a) Signature: The individual.
- b) Another may sign for the individual if the District has been furnished a notarized power-of-attorney authorizing the other person to sign.

**Fictitious Names**

- a) Show fictitious names.
- b) Satisfy all pertinent requirements shown above.

**Bonds**

- a) In addition to all pertinent requirements above, give signature of Attorney-in-fact and apply surety's seal and provide address and telephone number of said surety.
- b) Affix notary's acknowledgement.

**MUST ADHERE TO THE APPLICABLE SIGNING INSTRUCTIONS. FAILURE TO DO SO MAY BE BASIS FOR REJECTING BIDDER'S ENTIRE PROPOSAL.**

**CONTRACTOR'S PROPOSAL STATEMENT**

Ventura County Waterworks District No. 8  
Simi Valley, California 93063

Pursuant to the foregoing Notice Inviting Bids, the undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans and Specifications and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and to do all the work required to complete such work in accordance with such Plans and Specifications for the prices set forth in this Proposal.

The undersigned has carefully checked all the figures in this Proposal and understands that District will not be responsible for any error or omission on the part of the undersigned in preparing this bid nor will District release the undersigned on account of such error or omission.

The undersigned swears or affirms under penalty of perjury that the information regarding the Contractor's License is true and correct.

The undersigned further agrees that in case of default in executing the required Contract within the applicable ten (10) calendar days or thereafter failing to provide the necessary bonds within ten (10) calendar days after the Contract has been fully executed, the proceeds of check or bond accompanying the bid shall become the property of the Ventura County Waterworks District No. 8. Furthermore, the undersigned is advised and understands that it is a District policy that bids/bonds will not be waived due to calculation errors made by the bidder.

Licensed in accordance with an act providing for the registration of Contractor's License No. \_\_\_\_\_ Class \_\_\_\_\_, Expiration Date \_\_\_\_\_

DIR Registration No. \_\_\_\_\_, Expiration Date \_\_\_\_\_

Names of Co-Partners or Corporate Officers and Titles: \_\_\_\_\_

Signature of Bidder \_\_\_\_\_ Title \_\_\_\_\_

Signature of Bidder \_\_\_\_\_ Title \_\_\_\_\_

Name of Contractor or Firm \_\_\_\_\_ Date of Submittal \_\_\_\_\_, 2020

\_\_\_\_\_ Telephone No. (\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_

Doing Business as Individual/Partnership/Corporation \_\_\_\_\_ State of Incorporation \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

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

**PROPOSED SCHEDULE OF WORK AND PRICES**  
**FOR**  
**WATERLINE PROTECTION/BOX CANYON, CP980440,**  
**SPECIFICATION NO. SV 20-21**

Item No.	Payment Reference	Description	Qty.	Unit	Unit Price	Total
1.	1002-2	Mobilization and Preparatory Work	1	LS		
2.	1003-3	Equipment and Material Storage Sites	1	LS		
3.	1004-8	Traffic Control, Construction Signing, and Traffic Maintenance	1	LS		
4.	1011-4	Excavation and Removal	1	LS		
5.	1012-3	Crushed Aggregate Base	130	CY		
6.	1013-3	PCC Curb & Gutter, A2-6 and/or A3-6 per APWA Std Plan 120-2	206	LF		
7.	1013-3	Variable Height PCC Curb, A1 per APWA Std Plan 120-2	47	LF		
8.	1013-3	PCC Longitudinal Gutter, per APWA Std Plan 122-1	11	LF		
9.	1014-11	Asphalt Concrete Pavement	53	TN		
10.	1015-5	Pipe Protection	1	LS		
11.	1016-2	Final Site Cleanup and Demobilization	1	LS		
12.	1017-2	Termination of Liability	1	LS	\$1.00	\$1.00

TOTAL OF ALL ITEMS OF THE BID SCHEDULE:

\$ \_\_\_\_\_  
 (Price in figures)

\_\_\_\_\_  
 (Price in words)

\*Note: In case of error in extension of price into the total price column, the unit price will govern.

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

**PROPOSED SCHEDULE OF WORK AND PRICES**

The following addenda are acknowledged:

Number

Date

(Bidder must fill in number and date of each addendum or may enter the word "None" if appropriate.)

_____	_____
_____	_____
_____	_____

**QUANTITIES OF WORK:**

The quantities of work or material stated on the Bid Schedule(s) are estimated quantities only to give an indication of the general scope of work. The District does not expressly or by implication agree that the actual amounts of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any bid item, by an amount up to 25 percent of increase or decrease, without a change in the unit prices, and shall have the right to delete any bid item in its entirety, and receive full credit in the amount shown in the Bid Schedule(s) for the deleted item of Work.

**BIDDER'S BOND TO ACCOMPANY PROPOSAL**  
(in lieu of cash or cashier's check)

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_, as Surety, acknowledge ourselves jointly and severally bound to the Ventura County Waterworks District No. 8, the obligee, for ten (10) percent of the total bid, to be paid to said District if the Proposal shall be accepted and the Principal shall fail to execute the Contract tendered by the District within the applicable time specified in the Bid Terms and Conditions, or fails to furnish either the required Faithful Performance or Labor and Material Bonds, or fails to furnish evidence of insurance as required in the Standard Specifications, then this obligation shall become due and payable, and Surety shall pay to obligee, in case suit is brought upon this bond in addition to the bond amount hereof, court costs and a reasonable attorney's fee to be fixed by the court. If the Principal executes the Contract and furnishes the required bonds and evidence of insurance as provided in the bid documents, this bond shall be extinguished and released. It is hereby agreed that bid errors shall not constitute a defense to forfeiture.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Surety \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**FORM TO ACCOMPANY BID BOND**

STATE OF CALIFORNIA )  
COUNTY OF ) SS.  
CITY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to be the \_\_\_\_\_ Of \_\_\_\_\_ and the same person whose name is subscribed to the within instrument as the \_\_\_\_\_ of said \_\_\_\_\_ And the said \_\_\_\_\_ duly acknowledged to me that he/she subscribed the name of \_\_\_\_\_ thereto as Surety and his/her own name as \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

\_\_\_\_\_  
Notary Public in and for said  
County and State aforesaid.

If cashier's check is submitted herewith, state check number \_\_\_\_\_ and  
Amount \$ \_\_\_\_\_.

**STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES**

The bidder is required to state the bidder's financial ability and a general description of similar work performed.

Required Qualifications: Bidders must hold a valid State of California Class "A" Contractor's License at the time the bid is submitted to the District, and must have satisfactorily completed at least three municipal projects in the last three years of comparable size and similar scope to this project.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: \_\_\_\_\_.

List and describe fully the last three municipal projects performed by your firm in the last three years, of comparable size and similar scope to this project, which demonstrate your ability to complete the work included with the scope of the specifications. Attach additional pages if required. The District reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: \_\_\_\_\_  
Contact Individual: \_\_\_\_\_ Phone No. \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_  
Description of work done: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference No. 2

Customer Name: \_\_\_\_\_  
Contact Individual: \_\_\_\_\_ Phone No. \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_  
Description of work done: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference No. 3

Customer Name: \_\_\_\_\_  
Contact Individual: \_\_\_\_\_ Phone No. \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_  
Description of work done: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**QUESTIONNAIRE REGARDING SUBCONTRACTORS**

Bidder shall answer the following questions and submit with the Proposal.

- 1. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? Yes ( ) No ( )
- 2. If the answer to No. 1 is "yes", please forward a copy of the rules of each bid depository you used with this questionnaire.
- 3. Did you have any source of subcontractors' bids other than bid depositories? Yes ( ) No ( )
- 4. Has any person or group threatened you with subcontractor boycotts, union boycotts or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes ( ) No ( )
- 5. If the answer to No. 4 is "yes", please explain the following details:
  - (a) Date:
  - (b) Name of person or group:
  - (c) Job involved (if applicable):
  - (d) Nature of threats:
  - (e) Additional comments: (Use additional paper if necessary)

We declare under penalty of perjury that the foregoing is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Company

By \_\_\_\_\_

\_\_\_\_\_  
Title

By \_\_\_\_\_

\_\_\_\_\_  
Title

**LIST OF SUBCONTRACTORS  
AND MATERIAL FABRICATORS**

Without exception, the bidder is required to state the name and address of each subcontractor and the portion of the work which each will do as required by Section 2-3, "Subcontracts," of the Standard Specifications and in conformance with Public Contracts Code, Sections 4100 to 4113, inclusive.

Without limiting the generality of the foregoing, any contractor making a bid or offer to perform the work, shall set forth in the Proposal:

(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 one percent of the prime contractor's total bid; and

(b) The portion of the work, which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion.

The undersigned submits herewith a list of subcontractors in conformance with the foregoing:

Subcontractor's Name & Address	Subcontractor's License Number	DIR Registration Number	Percent of Total Contract	Work to be Performed
_____	_____	_____	_____	_____
_____				
_____				
_____				
_____	_____	_____	_____	_____
_____				
_____				
_____				
_____	_____	_____	_____	_____
_____				
_____				

THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF THE PROPOSAL STATEMENT SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE STATEMENTS OR CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL.

**NONCOLLUSION DECLARATION TO BE EXECUTED  
BY  
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_\_[state].

Note: The above Noncollusion Declaration is part of the Proposal. THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF THE PROPOSAL STATEMENT shall also constitute signature of this Noncollusion Declaration. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE**

The bidder hereby certifies that the bidder and proposed subcontractor(s), if any, (check one) have \_\_\_\_\_, or have not \_\_\_\_\_, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and supplemented by Department of Labor Regulations 41 CFR, Part 60, and that, where required, the bidder has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

Currently, Standard Form 100 (EE0-1) is the only report required by the Executive Orders or their implementing regulations.

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

**Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided above.**

THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF THE PROPOSAL STATEMENT SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATE, WHICH IS A PART OF THIS PROPOSAL.

VENTURA COUNTY WATERWORKS DISTRICT NO. 8  
CITY OF SIMI VALLEY  
DEPARTMENT OF PUBLIC WORKS  
**DOCUMENTS FOR EXECUTION BY SUCCESSFUL BIDDER**  
FOR  
WATERLINE PROTECTION/BOX CANYON, CP980440  
SPECIFICATION NO. SV 20-21

**LIST OF DOCUMENTS FOR  
EXECUTION BY SUCCESSFUL BIDDER**

Contract..... Page 30

Bond for Faithful Performance ..... Page 38

Form to Accompany Bond For Faithful Performance ..... Page 40

Bond for Material Suppliers and Laborers ..... Page 41

Form to Accompany Bond For Material Suppliers and Laborers..... Page 43

Workers' Compensation Insurance Certificate ..... Page 44

General Liability Special Endorsement..... Page 45

Automobile Liability Special Endorsement ..... Page 46

CONTRACT BETWEEN THE VENTURA COUNTY  
WATERWORKS DISTRICT NO. 8 AND FOR  
WATERLINE PROTECTION/BOX CANYON, CP980440,  
SPECIFICATION NO. SV 20-21

THIS CONTRACT is made and entered into in the City of Simi Valley on this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between the VENTURA COUNTY WATERWORKS DISTRICT NO. 8, a municipal corporation, hereinafter referred to as DISTRICT, and \_\_\_\_\_, a (type of business entity), hereinafter referred to as CONTRACTOR.

**RECITALS**

WHEREAS, on September 16, 2020, DISTRICT invited bids for the Waterline Protection/Box Canyon, CP980440, per Specification No. SV 20-21; and

WHEREAS, pursuant to said invitation, CONTRACTOR submitted a Proposal which was accepted by DISTRICT for said project.

**AGREEMENT**

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are a part of this CONTRACT.

2. **Term.** The term of this CONTRACT shall be from the date this CONTRACT is made and entered, as first written above, and shall be completed no later than fifty (50) consecutive calendar days after receipt of the Notice to Proceed, and final acceptance of all work by the DISTRICT.

3. **Incorporation By Reference.** Public Contract Code Section 22300, Specification No. SV 20-21, consisting of 117 pages and all documents incorporated by reference therein, and the CONTRACTOR'S Bid consisting of the CONTRACTOR'S Proposal Statement, Proposed Schedule of Work and Prices, and Bidder's Statement of Subcontractors and Material Fabricators, are hereby incorporated by reference and made a part of this CONTRACT.

4. **Precedence of CONTRACT Documents.** If there is a conflict between or among CONTRACT documents, the document highest in precedence shall control. The precedence shall be:

- First: This Document consisting of 8 pages excluding paragraph 3
- Second: Permits from other agencies as may be required by law
- Third: Special Provisions
- Fourth: Bid Terms and Conditions
- Fifth: Detailed Plans

- Sixth: Standard Plans
- Seventh: Standard Specifications Modifications
- Eighth: "Standard Specifications for Public Works Construction" (SSPWC)
- Ninth: Reference Specifications
- Tenth: CONTRACTOR'S Proposal

Change orders, supplemental agreements, and approved revisions to plans and specifications become a part of item First.

**5. Obligations of the DISTRICT.**

A. The DISTRICT shall be obligated to pay CONTRACTOR based upon the actual DISTRICT-authorized quantities in place and the unit and/or lump sum prices bid by CONTRACTOR, including but not limited to all labor, material and equipment, rather than the CONTRACT bid price.

B. DISTRICT shall make regular progress payments to the CONTRACTOR within 30 days after mutual concurrence with the unit quantities and/or lump sum items of work performed, subject to applicable retention requirements. In no event shall the total amount paid exceed the CONTRACT bid price of \$ unless otherwise agreed to by the parties in writing.

C. Upon receipt of an invoice for work performed to DISTRICT'S satisfaction, DISTRICT shall make progress payments within thirty (30) days of receipt of invoice. If the work is not performed satisfactorily or the invoice is defective, DISTRICT shall notify CONTRACTOR, in writing, of the reasons within seven (7) days of receipt of invoice. The intent of this Section is to comply with Public Contract Code Section 20104.50.

**6. Obligations of the CONTRACTOR.**

A. CONTRACTOR shall perform as required by this CONTRACT. CONTRACTOR agrees to perform the services more specifically set forth in the "Scope of Work" attached hereto and incorporated herein as Exhibit "A" and as further described in the incorporated documents. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of this CONTRACT that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B. CONTRACTOR shall obey all Federal, State, local, and special district laws, ordinances, and regulations.

C. CONTRACTOR shall abide by the City of Simi Valley's Business Tax Ordinance, of which proof of payment must be obtained prior to performance of this CONTRACT. CONTRACTOR shall maintain a valid Business Tax Certificate for the term of the CONTRACT.

D. Prevailing wage: In addition to any applicable federal requirements, the CONTRACTOR shall comply with all applicable California laws related to prevailing wage, including but not limited to California Labor Code 1720 et seq. and all other California prevailing wage laws and regulations, and all requirements, regulations or decisions of the California Department of Industrial Relations related thereto. CONTRACTOR further stipulates to follow all requirements and pay any penalties due, if any, under Section 1813 of the California Labor Code. The CONTRACTOR shall post the prevailing rate per diem wages at each job site. Further CONTRACTOR shall indemnify, defend, and hold DISTRICT harmless from any claim that prevailing wages should have been paid pursuant to this CONTRACT, including federal prevailing wage requirements under the Davis-Bacon Act, if applicable and shall be liable for the payment of same and any penalties thereon. CONTRACTOR is responsible for paying all legally required prevailing wages, and in the case of a difference between state and Federal law, the highest legally required rate.

CONTRACTOR and all subcontractors must be registered and remain registered with DIR (Department of Industrial Relations) *through the term of the CONTRACT* in accordance with the California Labor Code ("Labor Code"), in particular Labor Code Section 1771.1, and any successor or replacement provision thereto, unless a small project exemption applies (\$25,000 for public works or \$15,000 for maintenance). CONTRACTOR further agrees that it will follow all requirements and obligations set forth in Labor Code Section 1776.

#### 7. **Audit.**

A. At any time during normal business hours and as often as the DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT for inspection its records pertaining to this CONTRACT. CONTRACTOR shall permit DISTRICT to audit, examine and/or reproduce such records. CONTRACTOR will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least (2) years after termination or final payment under this CONTRACT. This paragraph shall survive for two (2) years after termination of this CONTRACT.

B. DISTRICT shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to DISTRICT as a condition precedent to any payment to CONTRACTOR.

8. **Hold Harmless and Indemnification.** CONTRACTOR shall defend, indemnify, and hold harmless DISTRICT, its agents, officials, officers, representatives, and employees, from and against all claims, lawsuits, liabilities or damages of whatever nature arising out of or in connection with, or relating in any manner to any act or omission of CONTRACTOR, its agents, employees, and subcontractors, and employees thereof, pursuant to the performance or non-performance of this CONTRACT. The CONTRACTOR shall thoroughly investigate any and all claims and indemnify the DISTRICT and do whatever is necessary to protect the DISTRICT, its agents, officials, officers, representatives, and employees as to any such claims, lawsuits, liabilities, expenses, or damages arising out of this CONTRACT. The DISTRICT shall be included as an Additional Insured in the automobile/liability insurance policies and endorsements of the CONTRACTOR. The CONTRACTOR must

select an attorney acceptable to the DISTRICT who will defend such proceeding and the DISTRICT will control any litigation thereof. Such approval by the DISTRICT will not be unreasonably withheld. This paragraph shall survive the termination of the CONTRACT.

9. **Amendments.** Any amendment, modification, or variation from the terms of this CONTRACT shall be in writing and shall be effective only upon mutual written approval by the Director of Public Works and CONTRACTOR.

10. **Anti-Discrimination.** In the performance of the terms of this CONTRACT, CONTRACTOR shall not engage in, nor permit subcontractors to engage in, discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

11. **Termination.** If, during the term of this CONTRACT, DISTRICT determines that CONTRACTOR is not faithfully abiding by any term or condition contained herein, DISTRICT may notify CONTRACTOR in writing of such defect or failure to perform. The notice must give to the CONTRACTOR a ten (10) day period of time thereafter in which to perform said work or cure the deficiency. If CONTRACTOR has not performed the work or cured said deficiency within the ten (10) days specified in the notice, such failure shall constitute a breach of this CONTRACT, and DISTRICT may terminate this CONTRACT immediately by written notice to CONTRACTOR to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under this CONTRACT except, however, any and all obligations of CONTRACTOR'S surety shall remain in full force and effect and shall not be extinguished, reduced, or in any manner waived by the termination hereof. In said event, CONTRACTOR shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received DISTRICT'S Notice of Termination, minus any damages, including liquidated damages if so provided herein, occasioned by such breach. DISTRICT reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the DISTRICT'S sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall CONTRACTOR be entitled to receive in excess of the compensation quoted in its bid.

12. **Insurance.** CONTRACTOR shall, prior to commencing performance hereunder, submit proof of all insurance coverage as required by the Specification or other document incorporated in and made a part of this CONTRACT.

13. **Complete CONTRACT.** This CONTRACT shall constitute the complete CONTRACT between the parties hereto. No verbal agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such verbal agreement, understanding, or representation be binding upon the parties hereto.

14. **Independent Contractor**. It is expressly understood between the parties to this CONTRACT that no employee/employer relationship is intended; CONTRACTOR is an independent contractor.

15. **Time of Performance**. Time is of the essence in this CONTRACT.

16. **Liquidated Damages**. Should the CONTRACTOR fail to complete the project, or any part thereof, in the time agreed upon in the CONTRACT or within such extra time as may have been allowed for delays or extensions granted as provided in the CONTRACT, the CONTRACTOR shall reimburse the DISTRICT for the additional expense and damage for each calendar day that the CONTRACT remains uncompleted after the CONTRACT completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the CONTRACT is the per diem rate \$1,000 per calendar day. Such amounts are hereby agreed upon as liquidated damages for the loss to the DISTRICT resulting from the failure of the CONTRACTOR to complete the project within the allotted time and to the value of the operation of the works dependent thereon.

It is expressly understood and agreed that this amount is a reasonable amount and is established in lieu of damages which are incapable of calculation at the inception hereof; and this amount is not to be considered in the nature of a penalty. The DISTRICT shall have the right to deduct such damages from any amount due, or that may become due to the CONTRACTOR, or the amount of such damages shall be due and collectible from the CONTRACTOR or the CONTRACTOR'S Surety.

Progress payments made after the scheduled completion date shall not constitute a waiver of liquidated damages.

17. **Conflict of Interest**. Neither CONTRACTOR nor any employees, agents, or subcontractors of CONTRACTOR who will be assigned to this project, to the best of CONTRACTOR'S knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this CONTRACT. Should one party hereto learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict, DISTRICT may terminate the CONTRACT immediately for non-performance pursuant to Section 11 herein.

18. **Successors and Assigns**. The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without the prior written consent of the other party, and any such assignment without said consent shall be void.

19. **Authority to Execute Contract**. Both DISTRICT and CONTRACTOR do covenant that each individual executing this CONTRACT on behalf of each party is a person duly authorized and empowered to execute contracts for such party.

20. **Jurisdiction and Venue.** Jurisdiction is in an appropriate court in the State of California and venue lies in Ventura County, and the parties do not consent to arbitration. In the event of any dispute, each party shall bear its own fees and costs (including attorneys' fees). This CONTRACT shall be governed by California law, without regard to conflict of law principles.

21. **Non-Appropriation of Funds.** Payments due and payable to CONTRACTOR for current goods and/or services are within the current budget and within an available, unexhausted and unencumbered appropriation of DISTRICT. In the event DISTRICT has not appropriated sufficient funds for payment of goods and/or services beyond the current fiscal year, this CONTRACT shall cover only those costs incurred up to the conclusion of the current fiscal year.

22. **Notices.** All written notices required by, or related to this CONTRACT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this CONTRACT shall refuse to accept such mail; the parties to this CONTRACT shall promptly inform the other party of any change of address. All notices required by this CONTRACT are effective on the day of receipt, unless otherwise indicated herein. The mailing address of each party to this CONTRACT is as follows:

DISTRICT

Ronald K. Fuchiwaki, Director  
Department of Public Works  
2929 Tapo Canyon Road  
Simi Valley, CA 93063  
Staff Contact: Rob Herr, Assistant Engineer  
(805) 583-6871

CONTRACTOR \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

**Attest:**

**Ventura County Waterworks District No. 8,  
A Municipal Corporation**

\_\_\_\_\_  
Lucy Blanco, District Secretary

By: \_\_\_\_\_  
Brian Paul Gabler, District Manager

**Approved as to Form:**

**Insert Name Of Company Above**

\_\_\_\_\_  
Lonnie J. Eldridge, District Counsel

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Content:**

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Jerry Johnson  
Deputy Administrative Services Director  
(Support Services)

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Ronald K. Fuchiwaki  
Public Works Director

EXHIBIT "A"  
SCOPE OF WORK

CONTRACT BETWEEN THE VENTURA COUNTY  
WATERWORKS DISTRICT NO. 8 AND FOR  
WATERLINE PROTECTION/BOX CANYON, CP980440,  
SPECIFICATION NO. SV 20-21

The project generally consists of constructing 224 linear feet driveway repair with pipe protection over an existing waterline, re-establishment of roadway grade, hot mix asphalt paving, aggregate base, concrete curb, gutter, longitudinal gutter, installation of water valve stack.

**BOND FOR FAITHFUL PERFORMANCE  
BOND NO.**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_ hereinafter referred to as “Contractor” as principal, and \_\_\_\_\_ hereinafter referred to as “Surety,” are held and firmly bound unto the Ventura County Waterworks District No. 8, Simi Valley, California, hereinafter referred to as “District”, or “Obligee” in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

This condition of the foregoing obligation is such that:

WHEREAS, Contractor has been awarded and is about to enter into the annexed Contract with District for the construction of Waterline Protection/Box Canyon, CP980440, Specification No. SV 20-21, and is required by District to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and obligations of said Contract to be done and performed at the time and in the manner specified herein, then this obligation shall be null and void one year after date of recordation of Notice of Completion by District of the completed work; otherwise it shall be and remain in full force and effect, and Surety shall cause the Contract to be fully performed or to pay to obligee the cost of performing said Contract in an amount not exceeding the said sum above specified, and shall also, in case suit is brought upon this bond, pay to obligee court costs and a reasonable attorney’s fee, to be fixed by the court.

**BOND FOR FAITHFUL PERFORMANCE (cont'd)**

IT IS FURTHER PROVIDED, that any alterations in the work to be done or the material to be furnished shall not in any way release the Contractor or the Surety thereunder, nor shall any extension of time granted under the provisions of the Contract release either the Contractor or the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Title \_\_\_\_\_

**FORM TO ACCOMPANY BOND FOR FAITHFUL PERFORMANCE**

STATE OF CALIFORNIA        )  
COUNTY OF                    )  
CITY OF                         )        SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
before me, the undersigned, a Notary Public in and for said County and State, residing  
therein, duly commissioned and sworn, personally appeared \_\_\_\_\_,  
personally known to be (or proved to me on the basis of satisfactory evidence to be) the  
person whose name is subscribed to this instrument; and known to be the \_\_\_\_\_  
of \_\_\_\_\_ and the same person whose name is  
subscribed to the within instrument as the \_\_\_\_\_  
of said \_\_\_\_\_ and the said \_\_\_\_\_  
duly acknowledged to me that he/she subscribed the name of \_\_\_\_\_  
thereto as Surety and his/her own name as \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
official seal the day and year in the certificate first above written.

\_\_\_\_\_  
Notary Public in and for said  
County and State aforesaid.

**BOND FOR MATERIAL SUPPLIERS AND LABORERS**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_ hereinafter referred to as “Contractor” as principal, and \_\_\_\_\_ hereinafter referred to as “Surety,” are held and firmly bound unto the Ventura County Waterworks District No. 8, Simi Valley, California, hereinafter referred to as “District”, or “Obligee” in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The Condition of the foregoing obligation is such that:

WHEREAS, Contractor has been awarded and is about to enter into the annexed Contract with District for the construction of Waterline Protection/Box Canyon, CP980440, Specification No. SV 20-21, and is required by District to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if the said principal as Contractor in said Contract or any subcontractor, fails to pay for any materials, provisions, or its other supplies, or items, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney’s fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California.

**BOND FOR MATERIAL SUPPLIERS AND LABORERS**

IT IS FURTHER PROVIDED, that any alterations in the work to be done or the material to be furnished, which may be made pursuant to the terms of said Contract shall not in any way release either the Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either the Contractor or the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Title \_\_\_\_\_

**FORM TO ACCOMPANY BOND FOR MATERIAL SUPPLIERS AND LABORERS**

STATE OF CALIFORNIA        )  
COUNTY OF                    )       SS.  
CITY OF                         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared \_\_\_\_\_, Personally known to be (or proved to me on the basis of satisfactory evidence to be) the person whose name is subscribed to this instrument; and known to be the \_\_\_\_\_ of \_\_\_\_\_ and the same person whose name is subscribed to the within instrument as the \_\_\_\_\_ of said \_\_\_\_\_ and the said \_\_\_\_\_ duly acknowledged to me that he/she subscribed the name of \_\_\_\_\_ thereto as Surety and his/her own name as \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

\_\_\_\_\_  
Notary Public in and for said  
County and State aforesaid.

**WORKERS' COMPENSATION INSURANCE CERTIFICATE**

Section 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

“I am aware of the Provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

By \_\_\_\_\_

Date: \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Date: \_\_\_\_\_

Title \_\_\_\_\_

**General Liability Special Endorsement  
for the City of Simi Valley**

1. ENDORSEMENT NO.

2. ISSUE DATE (MM/DD/YY)

3. PRODUCER  
  
  
  
  
  
  
  
  
  
TELEPHONE

5. POLICY INFORMATION:  
Carrier:  
Policy No.:  
Policy Period:  
COVERAGE TRIGGER  Occurrence  
LOSS ADJUSTMENT EXPENSE  Included in Limits  
 In Addition to Limits

4. INSURED

6.  Deductible  Self-insured Retention (check which) of \$ \_\_\_\_\_

7. **APPLICABLE.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Simi Valley unless checked here  in which case only the following specific agreements and permits with the City of Simi Valley are covered:  
CITY AGREEMENTS/PERMITS

8. TYPE OF INSURANCE

**GENERAL LIABILITY**  
 COMMERCIAL GENERAL LIABILITY  
 COMPREHENSIVE FORM

10. OTHER PROVISIONS

9. COVERAGES	LIABILITY LIMITS IN THOUSANDS \$	
	EACH OCCURRENCE	AGGREGATE
PREMISES/OPERATIONS		
UNDERGROUND & COLLAPSE HAZARD		
PRODUCTS/COMPLETED OPERATIONS		
CONTRACTUAL		
INDEPENDENT CONTRACTORS		
_____		
_____		

11. **CLAIMS:** Underwriter's representative for claims pursuant to this insurance (address and telephone).

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter thereto, it is agreed as follows:

- 12. **ADDITIONAL INSURED.** The City of Simi Valley and its respective boards, districts, officers, agents and employees are included as additional insureds with regard to liability and defense of all claims, lawsuits, liabilities or damages of whatsoever nature arising from the operations and uses performed by or on behalf of the named insured.
- 13. **CONTRIBUTION NOT REQUIRED.** Insurance is primary with respect to any insurance maintained by the City of Simi Valley and shall not call on the City's insurance for contribution.
- 14. **CANCELLATION NOTICE.** With respect to the interests of the City of Simi Valley this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City of Simi Valley addressed as follows: City of Simi Valley, Attn.: Risk Manager, 2929 Tapo Canyon Road, Simi Valley, CA 93063.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

**ENDORSEMENT HOLDER**

15. CITY DEPARTMENT/BUREAU  
  
**CITY OF SIMI VALLEY  
2929 TAPO CANYON RD  
SIMI VALLEY, CA 93063**

16. AUTHORIZED REPRESENTATIVE  Broker/Agent  Underwriter  \_\_\_\_\_  
  
I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.  
  
Signature .....  
(original signature required on copy)  
  
Telephone: (     ) \_\_\_\_\_ Date signed \_\_\_\_\_

# Automobile Liability Special Endorsement for the City of Simi Valley

1. ENDORSEMENT NO.	2. ISSUE DATE (MM/DD/YY)
--------------------	--------------------------

3. PRODUCER

TELEPHONE

5. POLICY INFORMATION:

Carrier:

Policy No.:

Policy Period:

COVERAGE TRIGGER  Occurrence

LOSS ADJUSTMENT EXPENSE  Included in Limits  
 In Addition to Limits

4. INSURED

6.  Deductible  Self-insured Retention (check which) of \$ \_\_\_\_\_ with an Aggregate of \$ \_\_\_\_\_ applies to \_\_\_\_\_ coverage. (which)

7. **APPLICABLE.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Simi Valley unless checked here  in which case only the following specific agreements and permits with the City of Simi Valley are covered:  
CITY AGREEMENTS/PERMITS

8. COVERAGES

	LIABILITY LIMITS IN THOUSANDS \$	
	EACH OCCURRENCE	AGGREGATE
<input type="checkbox"/> ANY AUTO		
<input type="checkbox"/> OWNED AUTOS		
<input type="checkbox"/> SCHEDULED AUTOS		
<input type="checkbox"/> HIRED AUTOS		
<input type="checkbox"/> NON-OWNED AUTOS		
<input type="checkbox"/> _____		
<input type="checkbox"/> _____		

9. OTHER PROVISIONS

10. CLAIMS: Underwriter's representative for claims pursuant to this insurance (address and telephone).

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter thereto, it is agreed as follows:

- 11. **ADDITIONAL INSURED.** The City of Simi Valley and its respective boards, districts, officers, agents and employees are included as additional insureds with regard to liability and defense of all claims, lawsuits, liabilities or damages of whatsoever nature arising from the operations and uses performed by or on behalf of the named insured.
- 12. **CONTRIBUTION NOT REQUIRED.** Insurance is primary with respect to any insurance maintained by the City of Simi Valley and shall not call on the City's insurance for contribution.
- 13. **CANCELLATION NOTICE.** With respect to the interests of the City of Simi Valley this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City of Simi Valley addressed as follows: City of Simi Valley, Attn.: Risk Manager, 2929 Tapo Canyon Road, Simi Valley, CA 93063.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

**ENDORSEMENT HOLDER**

15. CITY DEPARTMENT/BUREAU

**CITY OF SIMI VALLEY**  
**2929 TAPO CANYON RD**  
**SIMI VALLEY, CA 93063**

16. AUTHORIZED REPRESENTATIVE  Broker/Agent  Underwriter  \_\_\_\_\_

I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature \_\_\_\_\_  
(original signature required on copy)

Telephone: ( ) \_\_\_\_\_ Date signed \_\_\_\_\_

VENTURA COUNTY WATERWORKS DISTRICT NO. 8  
CITY OF SIMI VALLEY  
DEPARTMENT OF PUBLIC WORKS  
**STANDARD SPECIFICATIONS**  
FOR  
WATERLINE PROTECTION/BOX CANYON, CP980440  
SPECIFICATION NO. SV 20-21

VENTURA COUNTY WATERWORKS DISTRICT NO. 8

DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION

**STANDARD SPECIFICATIONS**

0-1 **STANDARD SPECIFICATIONS**

Except as hereinafter provided, the provisions of the latest edition of the Standard Specifications for Public Works Construction (SSPWC), and all supplements thereto, prepared and promulgated by the Greenbook Committee of Public Works Standards Inc., formerly the Southern California Chapter of the American Public Works Association and the Associated General Contractors of America, and the following modifications thereto are established as the Standard Specifications for the District. They will be referred to in the Special Provisions as the "Standard Specifications."

0-2 **DELETIONS**

The following sections of the SSPWC are hereby deleted: 3-1 "Assignment", 7.2 "Precedence of the Contract Documents", 6-4.1 "General", 6-9 "Liquidated Damages", 5.4 "Insurance", 7.3.3 "Delivered Materials", 214 "Traffic Striping, Curb and Pavement Markings, and Pavement Markers", 314 "Traffic Striping, Curb and Pavement Markings, and Pavement Markers", 600 "Access", 700 "Street Lighting and Traffic Signal Systems".

0-3 **NUMBER OF SECTIONS**

The numbering of sections and subsections in these modifications are compatible with the numbering in the SSPWC. The Special Provisions will be numbered as Sections 1000 through 1100.

The replacement sections of those sections deleted from the SSPWC shall have the same numbers as the sections they replaced.

0-4 **ADDITIONS**

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

## SECTION 1 – GENERAL

### 1-2 TERMS AND DEFINITIONS

#### 1-2.1 Additional Definitions

Acceptance – The formal written acceptance by the District of the completed project.

Addendum – A notice issued to all prospective bidders during the bidding period when the modification of the plans and/or specifications necessary to change, correct, clarify or further define any aspect of the work.

Agency/District – Ventura County Waterworks District No. 8.

Approved Equal – or words of the like import refer to a material which has been approved by the District Engineer as similar and equal in all respects and acceptable for use in lieu of the particular materials as specified herein.

Approved, Required, Directed – or words of similar import, refer to and indicate that the work or materials shall be "approved", "required" or "directed" by the Ventura County Waterworks District No. 8 or its duly authorized representative.

Bid – That document included in the Proposal setting forth the performance prices for the work.

Board of Directors – The body constituting the awarding authority of the District.

Department – Public Works Department, City of Simi Valley.

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. Notifications may be from District to Contractor or from Contractor to District.

Engineer – The District Engineer of the Ventura County Waterworks District No. 8.

Laboratory - Any laboratory of a public agency or any recognized commercial testing laboratory approved by the District.

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

Proposal – Includes all those documents, which must be submitted by bidder in order to be awarded the Contract.

1-3 ABBREVIATIONS

1-3.3.1 Institutions

AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGC	Associated General Contractors of America
AISC	American Institute of Steel Construction
APCD	Air Pollution Control District
APWA	American Public Works Association
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
CAL-OSHA	California Occupational Safety & Health Administration
CITY	City of Simi Valley
CRSI	Concrete Reinforcing Steel Institute
DISTRICT	Ventura County Waterworks District No. 8
IEEE	Institute of Electric and Electronic Engineer
NASSCO	National Association of Sewer Service Co.
NEC	National Electrical Code
NFPA	National Fire Protection Association
RSRPD	Rancho Simi Recreation and Parks District
SSPWC	Standard Specifications for Public Works Construction, latest edition, prepared by the Greenbook Committee of Public Works Standards, Inc., formerly the Southern California Chapters of AGC and APWA
SSS	State of California, Department of Transportation, Standard Specifications, latest edition
VCFCDD	Ventura County Flood Control District
VCTC	Ventura County Transportation Commission
VCWPD	Ventura County Watershed Protection District

**SECTION 2 – SCOPE OF THE WORK**

2-2 PERMITS

2-2.1 City Encroachment Permit

A City Encroachment Permit is required to work within public right-of-way and such permit will be issued at no cost to the Contractor. Contractor shall comply with all specifications required by said permit.

2-2.2 Caltrans Encroachment Permit

When work is proposed within State of California Department of Transportation right-of-way, the District will obtain an Encroachment Permit. However, after contract award, the Contractor shall obtain and pay for an Encroachment Permit Rider at the State of California Department of Transportation, Permit Section, 100 S. Main Street, Los Angeles, CA 90012. The Contractor will need to show

evidence of possessing bonding that meets the requirements of the State of California Department of Transportation. Such bonding costs will be at Contractor's expense.

2-2.3 Other Encroachment Permits

When work occurs in the right-of-way of other entities, the Contractor shall obtain and pay, as required, for an encroachment permit from that entity.

**SECTION 3 – CONTROL OF THE WORK**

3-1 ASSIGNMENT

The bidder shall not in whole or in part, assign, transfer, convey, or otherwise dispose of the Contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the District.

3-7 CONTRACT DOCUMENTS

3-7.1.1 Accuracy of Specifications

The specifications and the plans for this project are believed by the District to be accurate and to contain no misrepresentation nor any concealment of any material fact. Bidders are cautioned to undertake an independent analysis of any materials, test data and results, if any, in the specifications. District does not guarantee the accuracy of any interpretations of test data and results contained in the specifications. Bidder and all subcontractors named in the Proposal shall bear sole responsibility for bid errors resulting from misstatements or omissions in the plans and specifications which would have been ascertained by examining either the project site or the test data and results, if any, in the District's possession.

Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of the bidder to inquire prior to bid submission. Failure to so inquire shall cause any such ambiguity to be construed against the bidder and/or a waiver of any defect by the bidder.

An ambiguity or defect shall be considered patent if it is of such a nature that the bidder assuming reasonable skill, ability, and diligence, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or subcontractors to notify District in writing of bid specifications or plans defects or ambiguities prior to bid submission shall waive any right to assert said defects or ambiguities subsequent to submission of the bid.

To the extent that these specifications constitute performance specifications, the District shall not be liable for costs incurred by the successful bidder to achieve the project's objective or standard beyond the amounts provided therefor in the bid.

In the event that any dispute arises after awarding the bid as a result of any actual or alleged ambiguity or defect in the plans and/or specifications, or over any other matter whatsoever, Contractor shall immediately notify District in writing. Contractor and all subcontractors shall continue to perform whether or not the ambiguity or defect is major, material, minor, or trivial, and whether or not a change order, time extension, or additional compensation has been granted by the District. Failure to provide such written notice within one working day of Contractor becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

### 3-7.3 Bidders Required to Make Investigations

Bidders are required to make their own investigations and their own estimates of the site. It is not intended nor to be inferred that the specifications are or constitute any representation of warranty, express or implied, by the District or any officer or employee, thereof, that any conditions which may seem to be indicated by the specifications actually exist or are to be relied upon either with reference to site or subsoil conditions, the presence or absence of groundwater, or otherwise. The bidder to whom this Contract is awarded covenants and agrees by execution of the Contract that the specifications do not constitute any warranty or representation, express or implied, respecting actual conditions which will be encountered by the Contractor in performance of the Contract and that the Contractor cannot and does not rely thereon and shall not be relieved of liability under the Contract. Neither the District nor any officer or employee thereof shall be liable to the Contractor as a result of any difference or variance between conditions suggested or seemingly indicated by the specifications of the work or otherwise. It is the overriding purpose and intent of the parties that the Contractor assumes all risks in connection with performance of the work in accordance with the Contract documents regardless of any such difference or variance. The Contractor forever and irrevocably waives, relinquishes and releases any claims, rights, demands, damages, actions and causes of action in connection therewith against the Ventura County Waterworks District No. 8 and its officers and employees.

### 3-7.4 Additional Investigations Required

Prior to bid submittal, the bidder must perform an independent site investigation and by the bid represents that the bidder has accomplished and is satisfied as to the result of the investigation required under these Bid Terms and Conditions. In addition thereto, the bidder has investigated all other general and local conditions pertaining to the work to be performed, the site of the work and adjacent and nearby areas, including, but not limited to, those relating to transportation, the disposal, handling and storage of materials, availability of labor, water, electrical power, road and uncertainties of weather, all other physical conditions at and near the site of the work to be performed by the contractor, including the conformation and conditions of the ground, and the character of equipment and facilities needed prior to and during prosecution of the work. The bidder to whom this Contract is awarded covenants and agrees by execution of the Contract that

the Contractor neither has nor shall have any claim, demand, action, or cause of action against the Ventura County Waterworks District No. 8, or any officer or employee thereof, on account of or in respect to any such conditions, whether or not the same are ascertained or known by the Contractor. It is the sole responsibility of the Contractor to estimate properly the difficulties to be encountered in providing necessary labor, quantities of material, and the cost of successfully performing the Contractor's work in conformity with the Contract documents. Neither the Ventura County Waterworks District No. 8 nor any officer or employee thereof shall be responsible to the Contractor, nor shall any claim, demand, action or cause of action exist or arise in favor of the Contractor, on account of any oral statement or alleged representation made by the Ventura County Waterworks District No. 8, or any officer or employee thereof, in respect to any of the foregoing matters.

### 3-12 WORK SITE MAINTENANCE

#### 3-12.2.1 Additional Air Pollution Control Requirement

The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401 et. seq.) as amended. Violations will be reported to the appropriate authorities.

Dust control shall be maintained at all times. Visible dust with speeds up to 20 miles per hour may be cause for job site shut down. Gusts in excess of 20 miles per hour shall be cause for job site shut down.

#### 3-12.7 Sound Control Requirements

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without such muffler.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 7:00 a.m., shall not exceed a maximum of 50 dba at a distance of 50 feet from the source. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating the noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

### 3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

#### 3-13.4 No Waiver of Legal Rights

The District shall not be precluded or be stopped 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 District shall not be precluded or stopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or Surety, or both, for such damage 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 the Engineer's 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 continuing waiver or a waiver of any other or subsequent breach.

#### 3-13.5 Non-Complying Work

Neither the final payment nor any provision in the Contract documents, nor partial or entire occupancy of the premises by the District, nor recordation of Notice of Completion by District 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.

## **SECTION 4 – CONTROL OF MATERIALS**

### 4-6 TRADE NAMES

No "approved equal" material shall be used in any of the work unless approval to use same is first obtained in writing from the District Engineer. The District reserves the right to reject any and all materials, either before or after installation that are not as specified or approved by the District Engineer in writing. In all cases where propriety articles are specified, it is the intent of these specifications to permit the use of approved equals, unless specifically prohibited. Requests for "approved equal" status for

proposed substitutions shall be submitted within fifteen (15) days after the award of the Contract. Such requests shall include substantiating data and the proposed credit to the Contract price for the use of such substitution, should it be approved.

## **SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES**

### Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for five (5) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the contractor shall obtain coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

## **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its Boards, Officers, Agents, Officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its Boards, Officers, Agents, Officials, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

## **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

## **Waiver of Subrogation**

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

## **Verification of Coverage**

Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

## Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

## Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

## SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

### 6-4 DELAYS AND EXTENSIONS OF TIME

#### 6-4.1 General

If the Contractor is obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the District, or by strikes, or by fire, earthquake, or any other act of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions arising out of defense or war programs, then the time of completion may, at the District's sole option, be extended for such periods as may be agreed upon by the District and the Contractor.

### 6-6 SUSPENSION OF THE WORK

#### 6-6.3 Temporary Suspension of Work

If suspension of work is ordered, Contractor shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through the 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 District will 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, 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.

**SECTION 7 - MEASUREMENT AND PAYMENT****7-6 FINAL PAYMENT**

All measurements and payments shall be in accordance with the provisions of Section 7 of the SSPWC, "Measurement and Payment." The items of work for the project are shown in the Proposal and consist of unit price and lump sum items for payment. It is the intent of these specifications that the cost of all work shown or specified on the plans, but not specifically included in a unit price or lump sum item, shall be considered as being included in the amounts bid for the various items in the Proposal.

**7-7 TERMINATION OF DISTRICT LIABILITY**

Prior to receiving final payment, the Contractor shall execute a "Release on Contract" form which shall operate as, and shall be, a release of the District, the District Board and each member of the Board and their agents, from all claims and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act of neglect of the District or of any person relating to or affecting the work, except the claim against the District for the remainder, if there be any, of the amounts kept or retained as provided in sub-section 7-3.2 of the SSPWC "Partial and Final Payment", and except for any unsettled claims listed on said form which have been filed in compliance with the requirements for making claims. A payment of \$1.00 will be made to the Contractor for executing this document.

**7-8 AFFIDAVIT OF PAYMENT**

Another requirement prior to receiving the final payment is that the Contractor shall file with the District Engineer the completed attached affidavit sworn to before a Notary Public stating that all workers and persons employed, all firms supplying materials and all subcontractors upon the project, have been paid in full, and that there are no bills outstanding against the project for either labor or materials except certain items, if any, to be set forth in such affidavit, covering disputed claims or items in connection with which Notices to Withhold have been filed under the provisions of the Code of Civil Procedure. The filing of such notarized affidavit by the Contractor is required before the District makes final payment on the Contract.

**SECTION 402 - UTILITIES**

**402-7 SCOPE OF WORK**

Work shall conform to the provisions in Section 402 of the SSPWC. Manhole covers, water valve covers and grates of existing facilities will be adjusted to grade by the respective utility companies if such facilities are not included in the Contract. The Contractor shall cover grates with material suitable for preventing any paving material from passing through the grate. The Contractor shall mark the location of all existing covers by inscribing a cross in the new pavement or overlay. The cross mark shall be clear and legible after final rolling.

The Contractor shall remove extraneous material from the interior and exterior of manholes, valve boxes, storm drains, gutters or other facilities. Covers which are partially exposed shall be cleaned to the satisfaction of the Engineer.

Immediately prior to placing asphalt emulsion, the Contractor shall wrap all utility covers in a 3 mm plastic bag. The Contractor shall take care not to allow asphalt emulsion to run onto the covers. Diesel fuel application to the covers will not be allowed.

The Contractor shall contact the respective utility companies and other agencies listed below forty-eight (48) hours prior to starting any work on each road by which those companies are affected.

To make sure that all utility companies are aware of the proposed work, the Contractor shall notify the Underground Service Alert Office (South USA) by calling 1-800-422-4133 at least two working days prior to the start of any resurfacing work.

If the Contractor, while performing work pursuant to the Contract, discovers utility facilities not identified correctly or omitted in the Plans or Specifications by the District, the Contractor shall immediately notify the District and utility owner in writing.

Payment for costs incurred in protecting utility vaults, manholes, valve boxes, including the requirements pursuant to this section, shall be included in the prices bid for other items of work and no additional compensation will be allowed therefor.

**UTILITY/AGENCIES TELEPHONE CONTACT LIST**

AT&T (805) 583-6559			RANCHO SIMI RECREATION AND PARK DISTRICT (805) 584-4400
AT&T LONG DISTANCE FIBER OPTIC (704) 963-7964			SIMI VALLEY UNIFIED SCHOOL DISTRICT (805) 306-4500
CALIFORNIA HIGHWAY PATROL (805) 654-4710 (4571)			
CALLEGUAS MUNICIPAL WATER DISTRICT (805) 526-9323			SOUTHERN CALIFORNIA GAS CO. (818) 701-3468

CENTURYLINK  
(800) 244-1111

SPECTRUM  
(805) 732-8160

CITY ENGINEER  
(805) 583-6786

SPRINT NEXTEL  
(949) 842-9315

CITY POLICE DEPARTMENT  
(805) 583-6950

UNDERGROUND SERVICE ALERT  
1-800-422-4133 OR 811

CITY SANITATION DIVISION  
(805) 583-6455

UNION PACIFIC RAILROAD  
(800) 336-9193

CITY TRAFFIC ENGINEER  
(805) 583-6786

U.S. POST OFFICE  
(805) 526-9819 OR (800) 275-8777

CITY TRANSIT DIVISION  
(805) 583-6456

VENTURA COUNTY FIRE DEPARTMENT  
(805) 389-9738, ext. 1

CRIMSON PIPELINE  
(805) 525-6312

VENTURA COUNTY SHERIFF  
(805) 494-8200

EDISON INTERNATIONAL COMPANY  
(805) 494-7013

VENTURA COUNTY WATERSHED  
PROTECTION DISTRICT  
(805) 378-3033

EQUILON CORPORATION  
(310) 816-2063

VENTURA COUNTY WATERWORKS  
DISTRICT NO. 8  
(805) 583-6076

GOLDEN STATE WATER COMPANY  
(805) 527-9393

VERIZON  
(909) 421-3312 or (909) 421-3316

MED TRANS AMBULANCE  
(805) 495-4666

WASTE MANAGEMENT  
(805) 522-9400 EXT. 4360

VENTURA COUNTY WATERWORKS DISTRICT NO. 8  
CITY OF SIMI VALLEY  
DEPARTMENT OF PUBLIC WORKS  
**SPECIAL PROVISIONS**  
FOR  
WATERLINE PROTECTION/BOX CANYON, CP980440  
SPECIFICATION NO. SV 20-21

SPECIAL PROVISIONS

WATERLINE PROTECTION/BOX CANYON, CP980440

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## SECTION 1000

**SPECIAL CONDITIONS**1000-1 **STANDARD SPECIFICATIONS**

As indicated in Subsection 0-1 of the Standard Specifications, the Standard Specifications for Public Works Construction (SSPWC), latest edition, along with the modifications thereto have been established as the Standard Specifications by the Engineering Division of the Public Works Department. These specifications will prevail as the basic Standard Specifications for this project except as otherwise specifically noted in these Special Provisions.

1000-2 **INVESTIGATION OF SITE CONDITIONS**

Bidders are urged to visit the work site to conduct their own investigations as to the existing conditions affecting the work to be accomplished under these specifications. If the bidder chooses not to visit the site or conduct investigations, the bidder will nevertheless be charged with the knowledge of conditions which reasonable inspection and investigation would have disclosed.

1000-3 **AWARD OF CONTRACT**

A construction contract will be awarded to the lowest responsive and responsible bidder whose proposal complies with all the requirements; however, the District reserves the right to award, or not award.

1000-4 **START OF CONSTRUCTION**

The necessary bonds and insurance certificates shall be submitted to the City within 10 days of the contract award. Notice to Proceed may be issued any time after the Notice of Award. A pre-construction meeting will be held prior to the start of work, and no more than 20 days after the Notice of Award. The Notice to Proceed will be issued no more than 30 days after the pre-construction meeting, and the date of the Notice to Proceed constitutes the start of construction, which date will be the first chargeable working date of the contract.

1000-5 **TIME OF COMPLETION**

The Contractor shall complete the work including punch list items (if applicable) within 50 consecutive calendar days from receipt of the written Notice to Proceed. The City will impose liquidated damages of \$1,000 per calendar day to the Contractor for failure to comply. The issuance of the Notice to Proceed constitutes the Contractor's authority to enter upon the work site and begin operations.

## 1000-6 WORKING HOURS & WORKING DAYS

Construction working hours shall be limited to the hours between 8:00 a.m. and 4:30 p.m. Monday through Friday, unless otherwise approved by the District Engineer in writing.

Any overtime for inspection by District staff, outside of the hours Monday through Friday, and any work on Saturdays, Sundays and Holidays, shall be paid for by the Contractor, and such costs will be deducted from the progress payments to the Contractor. The Contractor shall provide at least forty-eight hour notification for all overtime work requests.

The following days are recognized as holidays by the District:

1. January 1st (New Year's Day)
2. 3rd Monday in January (Martin Luther King, Jr. Day)
3. 3rd Monday in February (President's Day)
4. Last Monday in May (Memorial Day)
5. July 4th (Independence Day)
6. 1st Monday in September (Labor Day)
7. November 11th (Veteran's Day)
8. 4th Thursday in November (Thanksgiving Day)
9. 4th Friday in November (Day after Thanksgiving)
10. December 24th (Christmas Eve)
11. December 25th (Christmas Day)

When any of the above listed holidays falls on Sunday, the holiday shall be observed on the following Monday. Whenever any holiday falls on a Saturday, the holiday shall be observed on the preceding Friday.

## 1000-7 FAILED TESTS

All retesting of failed materials, field compaction tests, and standby charges for such services will be accomplished at the Contractor's expense. The cost for all retesting and standby charges will be deducted from the progress payments to the Contractor. The Contractor shall provide at least forty-eight (48) hours notification for the need of compaction and materials testing.

## 1000-8 RECORD DRAWINGS

Contractor shall provide, and maintain on the job site, one complete set of prints of all drawings which form a part of the contract. Immediately after each portion of the work is installed, clearly and legibly indicate all deviations from the original design shown in the drawings either by additional sketches or ink thereon. Upon completion of the job, deliver this record set to the District for review and approval.

**1000-9 COMPETENT PERSON**

Contractor shall appoint a "Competent Person," as outlined in the 1990 OSHA regulations "Construction Standards for Excavations," on-site for the duration of the project to identify and to take corrective action for existing and potential hazards of excavations. The Contractor shall identify, in writing, who their competent person shall be at the preconstruction conference. The Contractor's Competent Person must attend the pre-construction conference.

**1000-10 PROJECT SUPERINTENDENT**

Contractor shall designate, and keep on the work site at all times during its progress, a competent superintendent who shall not be replaced without written notice to the Engineer. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor's project superintendent must attend the pre-construction conference, and is responsible for the full-time coordination and supervision of the work.

**1000-11 JOBSITE SAFETY**

Contractor shall assume sole and complete responsibility for construction means, methods, techniques, sequences, and procedures, and for all jobsite conditions during the course of construction of the project, including safety for all persons property, including contractor's and subcontractor's employees and the general public. The Contractor's responsibility for jobsite conditions and safety shall apply continuously and not be limited to normal working hours.

The District, the District Engineer, the Design Engineer, or any of their consultants shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures, for any jobsite conditions.

**1000-12 BASIS FOR ESTABLISHING COST OF LABOR FOR EXTRA WORK**

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 cost 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.

**1000-13 EXTRA WORK 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.....	25%
2)	Materials.....	15%
3)	Equipment Rental.....	15%
4)	Other Items.....	15%

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

- B. Work by Subcontractor. When a Subcontractor performs all or any part of the extra work, the markup established in 7-4.3.2 of the SSPWC shall be applied to the Subcontractor’s actual cost of such work. A markup of 10 percent (10%) on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent (5%) on work in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

1000-14 POTHOLE EXISTING UTILITIES AND SUBSTRUCTURES

As a first order of work, and prior to submitting pipeline material submittals, Contractor shall pothole and locate existing utilities and substructures as described in SSPWC Section 402 “Utilities” and as specified herein. All points-of-connection to existing facilities and/or crossings of existing buried utilities and substructures shall be located. The pothole information shall be neatly organized and summarized in a report and submitted to the Engineer in accordance with Section 1004, “Submittal Procedures.” Pothole information shall include the date exposed, depth to top, depth to bottom, width, material, condition, and horizontal location tied to existing field monuments. Dig Alert shall be notified at least 2 working days prior to excavations. In accordance with Section 4216.2 of the California Code of Regulations, when proposed excavations will be within 10 feet of “high priority subsurface installations,” the Contractor shall coordinate directly with the utility owner/operator.

1000-15 MEASUREMENT AND PAYMENT

No separate payment will be made for work performed or for compliance with the requirements outlined in this Section, “Special Conditions.”

Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefor.

## SECTION 1001

**SPECIAL CONSTRUCTION REQUIREMENTS**1001-1 **MOBILIZATION AND DEMOBILIZATION**

Includes all items associated with the beginning phase and ending phase, including but not limited to: arrangement for the contract, bonds, and insurance, establishment of any subcontract arrangements, material, equipment and labor, scheduling and ordering, transportation and storing of equipment and materials to the site, establishment of field operations, including structures whether mobile or not, electricity, water, gas, etc., signage when required, permits and similar items. Payment basis is lump sum.

1001-2 **SITE INVESTIGATION AND DIMENSION VERIFICATION**

Prior to submitting the pipe layout shop drawings, the Contractor shall visit the site and perform a site investigation to collect data and verify existing field conditions and site dimensions which shall be used by the piping manufacturer/supplier to assist with the preparation and development of the shop drawings. It is the Contractor's responsibility to share this data with all pertinent parties to minimize any delays, discrepancies, equipment interface and compatibility issues, etc., during the construction of the project. The Contractor shall notify and schedule with the District Engineer, 24 hours in advance, of his site investigation.

1001-3 **CONSTRUCTION SCHEDULE**

One week prior to the Pre-Construction Conference, Contractor shall submit to the Engineer for review prior to approval and start of construction: A project Construction Schedule in accordance with the SSPWC Subsection 6-1, "Construction Schedule and Commencement of the Work." Sufficient detail shall be included for the identification of subdivisions of major components into each activity.

An updated construction schedule shall be submitted concurrently with the request for progress payments; processing of progress payments will be delayed until the schedule is received.

Any proposed revisions to the originally approved Construction Schedule must be reviewed and approved by the Engineer, in writing, at least three working days prior to any construction.

A Project Submittal Schedule shall be submitted showing full coordination with the project schedule. All products and tests under each submittal number shall be prioritized and linked to the progress schedule.

1001-4 **NOTICE TO PROPERTY OWNERS/BUSINESS OWNERS/RESIDENTS**

In residential and business areas, the Contractor shall notify all adjacent residents and businesses as applicable at least four (4) work days prior to restricting driveway access

or starting any work, using "door knob type" Notices approved by the Engineer. These Notices shall describe the impending work, and shall be worded generally as shown in the Appendix "A" of these Special Provisions. Notices shall identify dates and stages of work.

If construction duration exceeds one (1) week, then updated notices shall be distributed weekly. Special consideration shall be given to multi-family complexes and other high-density uses and businesses. Provisions shall be made for the urgent needs of property owners/business owners/residents for medical, fire, and police services.

#### 1001-5 COORDINATION OF WORK

Contractor shall coordinate the work with all respective utility companies for any related relocations and/or construction work.

Contractor shall make every effort to maintain at least one 12-foot wide travel lane. Vehicle access must be maintained to each residence and business at all times. When Contractor's excavation will temporarily block driveway access, Contractor shall maintain adequate trench plates on-site and be capable of providing access to and from every driveway within 30 minutes, upon request.

#### 1001-6 REMOVAL OF MATERIALS

All materials which are to be disposed of, including but not limited to, existing piping, concrete, asphalt, and other extraneous materials and debris, shall be removed immediately from the construction site. All surplus and extraneous materials and debris shall be disposed of by the Contractor at an approved landfill or disposal site at the Contractor's expense.

#### 1001-7 PROTECTION OF EXISTING IMPROVEMENTS

The Contractor shall be responsible for the protection of public and private property adjacent to the Work per Section 400 of the SSPWC and as specified herein. During construction of the proposed improvements, extreme care shall be exercised to protect existing public and private property improvements, such as but not limited, to concrete and block walls, hardscape, fences, walks, brick planters, curbs, valves, manholes, asphalt, irrigation lines, landscaping, garden lights, utility meters, drainage structures, posts, signs, etc., unless otherwise identified in these Special Provisions, or shown on the Drawings for relocation/removal/reconstruction by the Contractor. The protection of existing improvements in-place may require shoring and/or bracing depending upon construction methods and the condition of the existing facilities. Repair and/or replacement of any facilities damaged or removed by the Contractor that are to remain, shall be at the sole expense of the Contractor.

#### 1001-8 DUST AND NOISE CONTROL

The Contractor shall not discharge smoke, dust, equipment exhaust, or any other air contaminants to the atmosphere per Section 3-12.3 of the SSPWC and as specified herein. Contractor shall provide means to prevent dust, debris, excessive noise from

becoming a nuisance in and around the working areas. The Contractor shall take all necessary steps, with the approval of the Engineer, to reduce or eliminate such nuisance. The Contractor is required to control dust during the entire contract period, including holidays and weekends, and also comply with California Air Resources Board and Ventura County Air Pollution Control District regulations.

The District reserves the right to impose liquidated damages on the Contract or if the Contractor fails to control dust in accordance with these contract specifications.

#### 1001-9 SURVEY MONUMENT TIES ADJUSTMENTS

Contractor shall locate, protect, and preserve all existing survey monuments and ties that will be, or may be damaged or destroyed by the Contractor's operation. All existing nails, markers, and tags within sidewalks, curbs, curb/gutters, curb ramps and streets shall be tied down prior to such removals by the Contractor for subsequent adjustment and/or reinstallation. Where a survey monument and/or property corner tie will be removed due to this construction, the Contractor must save the monuments, markers, and appurtenances and reinstall after the work is complete.

#### 1001-10 MAINTENANCE OF EXISTING DRAINAGE SYSTEM

Contractor must maintain the existing drainage system within the work areas during the entire duration of the construction. This item shall include stormwater pollution and erosion control measures.

#### 1001-11 PROGRESS PAYMENTS

The Contractor or its designated representative shall sign a monthly quantity payment sheet of completed work in order to expeditiously process monthly progress payments.

In addition, all Contractors' daily logs (record of all labor and equipment working on the job) shall be submitted to the Project Inspector prior to processing of monthly progress report.

#### 1001-12 INSPECTION, MATERIALS AND WORKMANSHIP

All materials and workmanship shall conform to the provisions of Section 4 "Control of Materials" of the SSPWC, and these Special Provisions.

The District or its representative shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility to ascertain that the materials and the workmanships are in accordance with the requirements and intentions of the Contract Documents. All work done and all materials furnished shall be subject to District inspections.

The inspection of the work or material shall not relieve the Contractor of any of its obligations to fulfill contract requirements, as prescribed. Work and materials not meeting such requirements shall be brought up to all requirements and compliance as outlined by this specification. Any unsuitable work or materials may be rejected, notwithstanding that such work or materials have been previously inspected by the District or that payment therefore has been included in the progress estimate.

All work which has been rejected shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed to the Contractor for such removal, replacement, or remedial work.

Contractor must reimburse District for all additional inspection and/or Engineering costs spent on such remedial work if remedial work is performed beyond the specified completion time in the contract.

#### 1001-13 AVAILABILITY OF LANDS

- A. The proposed pipeline alignment is within County of Ventura, which are public owned and maintained roads. Portions of the project have narrow roadways so Contractor shall coordinate activities to provide access throughout execution of the Work. Limit use of the site to allow:
1. Maintain a 12' wide access road around the work area(s) between 7:00 a.m. and 9:00 a.m., and after 3:00 p.m.
  2. Have trench plates on-site at all times and be capable of creating a 12' width for access within 30 minutes of notice.
- B. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### 1001-14 USE OF SITE AND OTHER AREAS

- A. Limitation on Use of Site and Other Areas:

Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws

and Regulations, indemnify and hold harmless District and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against District, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- C. Removal of Debris During Performance of the Work: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- D. Cleaning: Prior to Substantial Completion of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by District. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- E. Loading of Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

#### 1001-15 MEASUREMENT AND PAYMENT

No separate payment will be made for work performed or for compliance with the requirements outlined in this Section, "Special Construction Requirements."

Full compensation for such work and features shall be considered as included in the Contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefor.

## SECTION 1002

**MOBILIZATION AND PREPARATORY WORK**  
**(Bid Item No. 1)**1002-1 GENERAL

Payment for Contractor's mobilization of equipment and preparatory work shall be made at the contract lump sum bid price. The lump sum bid price shall include, but not be limited to, the cost of movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of temporary facilities and services at the project site; for the securing of permits required for the work and occupancy right to lands incidentals to the work; for payment of premiums for bonds and insurance for the project; for any necessary costs of acquisition of equipment; potholing existing facilities and substructures; site investigation and dimensional verification; and for any other work and operations which must be performed or costs that must be incurred incident to the initiation of work at the site, all in accordance with the contract documents.

1002-2 MEASUREMENT AND PAYMENT

Payment for mobilization and preparatory work shall be made at the lump sum bid price as shown in the Bid Schedule after successful completion of work, in accordance with the contract documents.

SECTION 1003

**EQUIPMENT AND MATERIAL STORAGE SITE(S)**  
**(Bid Item No. 2)**

1003-1 GENERAL

Equipment and material storage site(s) shall include, but not limited to, furnishing all labor, material, equipment, tools, transportation, temporary fencing, bonded security personnel, incidentals, and for doing all the work involved and necessary to arrange and maintain a secure storage site(s) for all equipment and materials as specified in these Special Provisions, and as directed by the Engineer.

1003-3 MEASUREMENT AND PAYMENT

Payment for Equipment and Material Storage Site(s) shall be made at the lump sum bid price as shown in the Bid Schedule after successful completion of work, in accordance with the contract documents.

## SECTION 1004

**TRAFFIC CONTROL, CONSTRUCTION SIGNING  
AND TRAFFIC MAINTENANCE**  
**(Bid Item No. 3)**

1004-1 GENERAL

Traffic control and traffic maintenance shall consist of all traffic control involved in the Contractor's operations as required by these Specifications. Contractor is required to submit traffic control plans for approval by the Engineer prior to the start of work per Section 706-2. Traffic control shall be in accordance with the most recent version of the California Manual on Uniform Traffic Control Devices (MUTCD) and "Standard Plans" and the SSS Subsections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices." Nothing in these Specifications shall be construed as relieving the Contractor from his/her responsibility as provided in the SSS Subsection 7-1.09. All measurement and payment clauses of the SSS are hereby deleted and modified herein.

1004-2 TRAFFIC REQUIREMENTS

The following provisions shall apply unless otherwise directed by the Engineer:

1. At least one lane shall be maintained in all directions during the duration of the project. Scheduled night work shall be performed between the hours of 8:30 p.m. to 6:00 a.m.
2. Provide flaggers where one lane is used for two directions of traffic. At night, flagger stations shall be illuminated such that the flagger will be clearly visible to approaching traffic. Nighttime work shall utilize approved reflective or illuminated traffic control devices.
3. Other street signing and traffic control devices required by the "Manual of Uniform Traffic Control Devices with California Supplement (Latest edition)" and/or directed by the Engineer shall be installed and maintained by the Contractor.
4. Access to private property shall be maintained to the greatest extent practicable. The Contractor shall minimize the time period that driveways will be closed, and shall minimize inconvenience to the driveway users. Impacted parties shall be notified prior to the work per Section 701-3 of these Specifications.

1004-3 TRAFFIC CONTROL DEVICES

Traffic signing shall consist of furnishing, installing, maintaining, and removing construction signs, barricades, and arrow boards in accordance with the most recent version of the California MUTCD and Standard Plans as shown in construction

drawings. The traffic control system shall be installed prior to starting work at each location and shall not be removed until all work has been completed. The Contractor shall post and maintain all necessary signs and flaggers.

Contractor shall furnish, erect, maintain, and remove traffic control devices including fences and barriers, when and where it may be necessary to do so, in order to give adequate warning to the public of conditions resulting from the Contractor's operations and to guide traffic through or around the construction area. If the Contractor's operations interfere with existing traffic, and regulatory measures and traffic control devices are not adequate to safely control traffic, or if the nature of the work requires additional control, the Contractor shall provide experienced flaggers to perform the function of traffic control.

If in the opinion of the Engineer, the Contractor fails to adequately control the flow of traffic, the City Police will be engaged to safely direct the vehicular traffic. Such added cost will be at the expense of the Contractor and will be deducted from the Contractor's progress payments.

#### 1004-4 TEMPORARY CONSTRUCTION SIGNAGE

Contractor shall install temporary construction sign(s) per special provisions Appendix 'B', as noted on the traffic control plan and directed by the engineer, a minimum of two (2) weeks in advance of the start of construction.

#### 1004-5 TRAFFIC MAINTENANCE

Contractor shall develop a traffic control plan (TCP) and submit it to the Engineer for approval prior to start of construction. The TCP shall show the locations of all traffic control devices, address the movement of traffic, especially in intersections, and include the flashing of traffic signals in red by City inspection staff when work is required in intersection areas. Standard traffic control drawings from the California MUTCD or Standard Plans may be substituted for engineered plans for typical locations and shall include written details regarding the street segment affected and the hours of operation. Engineered traffic control plans shall be required for unusual locations/conditions/circumstances as directed by the Engineer. At least one lane of traffic in each direction shall be maintained.

The Contractor shall cooperate with the Engineer relative to handling traffic through all work areas, and shall make his/her own arrangements relative to keeping the working area clear of parked vehicles, and in maintaining clear and continuous access to adjacent properties. A flagger must be provided if required by the Engineer during the construction to provide safer traffic control.

Throughout the life of the project, safe, unobstructed, and adequate pedestrian and vehicular access shall be continuously provided and maintained to fire hydrants, and all affected property and all affected intersecting streets and driveways, unless otherwise approved in advance on a specific location basis by the Engineer. Care must be taken to comply with access requirements, for those access points that serve as the sole access to one or more properties.

Where non-motorized (pedestrian, equestrian, or bicycle) facilities exist, they shall be maintained in passable condition or other facilities shall be provided. Passage between facilities at intersections shall likewise be provided.

The Contractor's equipment, and personal vehicles of the Contractor's employees, shall not be parked on the traveled way or on any section where traffic is restricted at any time.

Contractor shall cooperate with the Engineer in locating all traffic control devices required. If the Contractor fails to promptly provide traffic control devices as required under this Section, the City may, at its option, so provide them at the Contractor's expense. The City may deduct the cost of such work from any money due the Contractor.

#### 1004-6 PUBLIC RELATIONS AND ACCESS

It is imperative that access to each driveway during construction is maintained per these Specifications. The Contractor shall conduct his/her operations so as to minimize inconvenience to the public vehicular traffic. The Contractor shall have under construction no greater amount of work than is demonstrated that the Contractor can handle properly with due regard for the rights of the public.

Project construction shall facilitate safe and efficient traffic flow, and minimize the inconvenience to the public. In an effort to meet this objective, the construction operations throughout the length of this project, unless otherwise approved in writing by the Engineer, shall be as shown on the traffic control plans.

#### 1004-7 ACCESS TO LOCAL RESIDENCES AND BUSINESSES

Access to adjacent streets and driveways must be considered and respected at all times. Steps to accommodate the ingress and egress to these adjacent properties must be implemented. The required traffic control plan shall incorporate provisions or steps for the accommodation of the access needs. During construction, a minimum of one 10-foot lane shall be provided.

Contractor shall conduct his/her operations so as to minimize inconvenience to traffic and parking. The Contractor shall have under construction no greater amount of work than is demonstrated that the Contractor can handle properly with due regard for the rights of the public.

#### 1004-8 MEASUREMENT AND PAYMENT

Payment for traffic control, construction signing, and traffic maintenance shall be made at the lump sum bid price as shown in the Bid Schedule after successful completion of work, in accordance with the contract documents.

SECTION 1005

**PROJECT MEETINGS**

1005-1 **SUMMARY**

This section describes the meetings which shall occur during the contract term.

1005-2 **SUBMITTALS**

The following shall be submitted in accordance with Section 1004, "Submittal Procedures," in sufficient detail to show full compliance with the Contract Documents:

Within 7 days of contract award, a Project Meeting Schedule shall be submitted summarizing the dates and times of all regularly occurring project meetings.

1005-3 **PRECONSTRUCTION CONFERENCE**

- A. Before any Work at the Site is started, a conference attended by the District, Contractor, Subcontractors, Engineer, and others as appropriate shall be held to establish a working understanding among the parties as to the Work and to discuss the project schedules, procedures for handling contractor submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference, District and Contractor shall each designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall be available 24 hours per day, have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

1005-4 **WEEKLY PROGRESS MEETINGS**

The Contractor shall attend weekly progress meetings at City Hall coordinated by the Contractor. Subcontractor representatives shall attend if determined beneficial by Contractor or the District. This meeting shall address the progress schedule, potential factors of delay, deficiencies, material delivery schedules, and submittals.

1005-5 **MEASUREMENT AND PAYMENT**

No separate payment will be made for work performed for compliance with the requirements in this Section, "Project Meetings".

Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefore.

## SECTION 1006

**SUBMITTAL PROCEDURES**1006-1 **SUMMARY**

This Section supplements Section 3-8 of SSPWC, which describes requirements and procedures for contractor submittals.

1006-2 **SUBMITTAL REQUIREMENTS**

Before submitting a Shop Drawing or Sample, Contractor shall have:

- A. Reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- B. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- C. Determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- D. Determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

1006-3 **SUBMITTAL PROCEDURES**

Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

A. Shop Drawings:

Contractor shall submit shop drawings electronically. Alternatively, Contractor may submit 6 hard copies.

Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information.

B. Samples:

Contractor shall submit one of each Sample required in the Specifications.

Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require.

Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Other Submittals:

Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. Schedule of Submittals

Within 5 days of notice to proceed, the Contractor shall provide, for approval by the Engineer, the following Schedule of Submittals:

- A. A tabular submittal log of shop drawings and technical submittals required by the Contract Documents. The submittal log shall indicate the specification or drawing reference, the material, item, or process for which the submittal is required; and identifying title of the submittal; the Contractor's anticipated submission date and the approval need date.
- B. Copies of the submittal log shall be re-submitted monthly, annotated by the Contractor with actual submission and approval dates. When all items on a schedule have been fully approved, no further re-submittal of the schedule will be required.

1006-4 DISTRICT REVIEW OF SUBMITTALS1006-4.1 ENGINEER'S REVIEW

- A. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- B. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
- C. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- D. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in writing.
- E. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with all requirements of the Contract Documents.
- F. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
- G. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
- H. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples.

1006-4.2 REVIEW NOTATIONS

The Engineer will review submittals and provide comments within ten (10) working days after date of submission. Submittals will be returned to the Contractor with one or more of the following notations:

- A. Submittals marked "No Exceptions Taken" authorizes the Contractor to proceed with the subject work.
- B. Submittals marked "Make Corrections Noted" authorizes the Contractor to proceed with the work covered provided it takes no exception to the noted corrections. If the Contractor wishes to deviate from the noted corrections in any way, a resubmittal is required prior to proceeding with the subject work
- C. Submittals marked "Revise and Resubmit" require the Contractor to make the necessary corrections and revisions and then re-submit the complete submittal for approval in the case of an original submittal, prior to proceeding with any of the work depicted by the submittal.
- D. Submittals marked "Rejected-Resubmit" indicate noncompliance with the contract requirements and shall be re-submitted with appropriate changes. No work requiring a submittal shall be accomplished until the submittals are approved or approved as noted.

#### 1006-5 RESUBMITTAL PROCEDURES

- A. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- B. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for the costs associated for such reviews.
- C. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for the costs associated with such reviews.

#### 1006-6 MEASUREMENT AND PAYMENT

No separate payment will be made for work performed for compliance with the requirements in this Section, "Submittal Procedures."

Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefor.

SECTION 1007

**GENERAL SAFETY REQUIREMENTS**

1007-1 **SUMMARY**

The requirements of this Section apply to, and are a component part of, each section of the specifications.

100-2 **REFERENCES**

The publications listed below form a part of this section to the extent referenced:

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910(1996)	Occupational Safety and Health Standards
29 CFR 1926(1996)	Safety and Health Regulations for Construction

1007-3 **SUBMITTALS**

Submittals shall be submitted in accordance with Section 1004, "Submittals," in sufficient detail to show full compliance with Federal, State and local laws, regulations, ordinances, codes, and orders relating to safety and health in effect on the date of this Contract.

1007-4 **GENERAL SAFETY PROVISIONS**

Contractor shall take safety and health measures in performing work under this Contract. Contractor shall meet with the Engineer to develop a mutual understanding relative to administration of the safety plan.

During the performance of work under this Contract, the Contractor shall comply with procedures prescribed for control and safety of persons visiting the project site. Contractor is responsible for his personnel and for familiarizing each of his subcontractors with safety requirements. Contractor shall advise the Engineer of any special safety restriction he has established so that District personnel can be notified of these restrictions.

1007-5 **MEASUREMENT AND PAYMENT**

No separate payment will be made for work performed for compliance with the requirements in this Section, "General Safety Requirements."

Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefor.

SECTION 1008

**TEMPORARY FACILITIES AND CONTROLS**

1008-1 **SUMMARY**

Requirements of this Section apply to, and are a component of, each section of the specifications.

1008-2 **TEMPORARY UTILITIES**

Contractor shall provide temporary utilities required for construction. Materials may be new or used, shall be adequate for the required usage, shall not create unsafe conditions, and shall not violate applicable codes and standards.

1008-2.1 **ELECTRICITY**

The Contractor shall provide a generator to supply electricity.

1008-2.2 **WATER**

Contractor shall obtain a construction water permit (temporary hydrant water meter) to provide water for construction purposes.

1008-2.3 **TELEPHONE SERVICE**

There is no telephone service on site. The Contractor shall provide its own cellular telephone service.

1008-2.4 **SANITARY FACILITIES**

Contractor shall provide temporary sanitary facilities and shall service, clean, and maintain these facilities and enclosures. Temporary facilities shall be removed from the site at the completion of the work.

1008-2.5 **FIRE PROTECTION**

Debris and flammable materials shall be removed daily to minimize potential hazards.

1008-3 **TEMPORARY STRUCTURES**

Contractor-owned or leased trailers shall be located in areas designated by Engineer.

1008-4 PROTECTION OF EXISTING SYSTEMS

1008-4.1 UTILITY

Connection to existing utilities, identified on the drawings to the Contractor, shall be protected from damage during construction activity.

1008-4.2 SAFETY

Contractor shall protect the integrity of any installed safety systems or personnel safety devices.

If it is temporarily necessary to remove or disable personnel safety devices in order to accomplish contract requirements, the Contractor shall provide alternative means of protection prior to removing or disabling any permanently installed safety devices or equipment.

1008-5 MEASUREMENT AND PAYMENT

No separate payment will be made for work performed for compliance with the requirements in this Section, "Temporary Facilities and Controls."

Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefor.

## SECTION 1009

**PRODUCT OPTIONS AND SUBSTITUTIONS**1009-1 **PROPOSED SUBSTITUTES OR "OR-APPROVED EQUAL" ITEMS**

Whenever material or equipment are indicated in the contract documents by using proprietary item or the name of a particular supplied and/or manufacturer, the naming of the item is intended to establish the type, function and quality required. Unless expressly prohibited, materials or equipment of other suppliers and/or manufacturers may be accepted if the District determines that the material or equipment is equivalent or equal to that named material or equipment. If in the product selection the term "or equal" is not used, then this is the desired product to be used for this application because of equipment preference, spare parts, and working knowledge by the District.

The District shall be the sole judge of acceptability, and no substitute shall be ordered without the District's prior written acceptance.

1009-2 **SUBSTITUTE REQUEST**

The Contractor's application for Substitution Request shall contain the following statements and information, which shall be considered by the District in evaluating the proposed substitution:

1. The evaluation and acceptance of the proposed substitute will not prejudice the Contractor's achievement of substantial completion on time.
2. Whether or not acceptance of the substitute for use in the work will require a change in any of the contract documents to adopt the design to the proposed substitute.
3. Whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty.
4. All variations of the proposed substitute from the items originally specified.
5. Available maintenance, repair, and replacement service will be indicated. The manufacturer shall have a local service agency (within 50 miles of the site), which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
6. Itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including cost of redesign and claims of other contractors affected by the resulting change.

1009-3 MEASUREMENT AND PAYMENT

No separate payment will be made for work performed for compliance with the requirements in this Section, "Product Options and Substitutions".

Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefore.

## SECTION 1010

**TRENCHING, BACKFILLING, AND COMPACTING**1010-1 **GENERAL**1010-1.1 **DESCRIPTION**

This section includes materials, testing, and installation for trench excavation, backfilling, and compacting.

1010-1.2 **RELATED WORK SPECIFIED ELSEWHERE**

All related work specified elsewhere, or in other codes or standards, will be as last revised, unless a specific date of issuance is called out in opposition to later revision date(s).

Other sections of the technical specifications, not referenced below, shall also apply to the extent required for proper performance of this work.

1010-1.3 **TESTING FOR COMPACTION**

1. Determine the density of soil in place by the use of a sand cone, drive tube, or nuclear tester.
2. Determine laboratory moisture-density relations of existing soils by ASTM D 1557.
3. Determine the relative density of cohesionless soils by ASTM D 2049.
4. Sample backfill materials by ASTM D 75.
5. Express "relative compaction" as the ratio, expressed as a percentage; of the in place dry density to the laboratory maximum dry density.
6. Compaction shall be deemed to comply with the specifications when no test falls below the specified relative compaction.
7. The developer will secure the services of a soils tester and pay the costs of all compaction testing. On capital projects, the District will secure the service of a soils tester and pay the cost of initial testing. The contractor will be responsible for the cost of all retests in failed areas. Test results will be furnished by the District representative.

1010-1.4 **ROADWAY SECTION**

The roadway section includes the asphalt concrete or portland cement concrete, and aggregate base pavement section placed over the trench zone.

#### 1010-1.5 TRENCH ZONE

The trench zone includes the portion of the trench from the top of the pipe zone to the bottom of the roadway section in paved areas or to the existing surface in unpaved areas.

#### 1010-1.6 PIPE ZONE

The pipe zone shall include the full width of trench from the bottom of the pipe or conduit to a horizontal level 12 inches above the top of the pipe. Where multiple pipes or conduits are placed in the same trench, the pipe zone shall extend from the bottom of the lowest pipes to a horizontal level 12 inches above the top of the highest or topmost pipe.

#### 1010-1.7 PIPE BEDDING

The pipe bedding shall be defined as a layer of material immediately below the bottom of the pipe or conduit and extending over the full trench width in which the pipe is bedded. Thickness of pipe bedding shall be as shown on the drawings or as described in these specifications for the particular type of pipe installed.

#### 1010-1.8 EXCESS EXCAVATED MATERIAL

1. The contractor shall make the necessary arrangements for and shall remove and dispose of all excess excavated material unless specifically indicated differently in these specifications.
2. All surplus material not required for backfill or fill shall be properly disposed of by the contractor at his expense at a proper disposal site.
3. No excavated material shall be deposited on private property unless written permission from the owner thereof is secured by the contractor. Before the District will accept the work, the contractor shall file a written release signed by all property owners with whom he has entered into agreements for disposing excess excavated material, absolving the District from any liability connected therewith.
4. The contractor shall obtain a haul route permit from the city or county agency having jurisdiction.

#### 1010-1.9 SAFETY

1. All excavations shall be performed, protected, and supported as required for safety and in the manner set forth in the operation rules, orders, and regulations prescribed by the Division of Industrial Safety of the State of California.

2. Barriers shall be placed at each end of all excavations and at such places as may be necessary along excavations to warn all pedestrians and vehicular traffic of such excavations. Lights shall also be placed along excavations from sunset each day to sunrise of the next day until such excavation is entirely refilled.
3. No trench or excavation shall remain open during non-working hours. The trench or excavation shall be covered with steel plates, spiked in place, or secured with temporary A.C. pavement around the edges, or backfilled.
4. The contractor shall notify the District of all work-related accidents which may occur to persons or property at or near the project site, and shall provide the District with a copy of all accident reports. All accident reports shall be signed by the contractor or its authorized representative and submitted to the District's authorized representative within twenty-four (24) hours of the accident's occurrence.

#### 1010-1.10 ACCESS

Unobstructed access must be provided to all driveways, water valves, hydrants, or other property or facilities that require routine use.

#### 1010-1.11 PERMITS

All work shall conform to the specifications and requirements of the City of Simi Valley, the Waterworks District, the County of Ventura and other agencies involved. The contractor shall keep a copy of all the required permits in the job site and comply with all the terms and conditions of said permits.

### 1010-2 MATERIALS

#### 1010-2.1 NATIVE EARTH BACKFILL

1. The use of native earth as backfill material will require the approval of the District representative in all cases.
2. Native earth backfill, acceptable for use, shall be fine-grained material free from roots, debris, and rocks with a maximum dimension not larger than 4 inches.
3. Native backfill shall not be used in the pipe zone.

#### 1010-2.2 IMPORTED BACKFILL MATERIAL

1. Whenever the excavated material is not suitable for backfill, the contractor shall arrange for and furnish suitable imported backfill material that is capable of attaining the required relative density.

2. The contractor shall dispose of the excess trench excavation as specified in the preceding section. Backfilling with imported material shall be done in accordance with the methods described herein.

#### 1010-2.3 GRANULAR MATERIAL

Granular material shall be defined as soil having a minimum sand equivalent of 30 as determined in accordance with State of California, Division of Highways, Test "California 217," with not more than 20% passing a 200-mesh sieve.

#### 1010-2.4 IMPORTED SAND

Imported sand shall have a minimum sand equivalent of 30 per State of California, Division of Highways, Test "California 217" with 100% passing a 3/8-inch sieve and not more than 20% passing a 200-mesh sieve. Certification that the sand meets this requirement shall be provided.

#### 1010-2.5 CRUSHED ROCK AND GRAVEL

1. Crushed rock shall be the product of crushing rock or gravel. Fifty percent of the particles retained on a 3/8-inch sieve shall have their entire surface area composed of faces resulting from fracture due to mechanical crushing. Not over 5% shall be particles that show no faces resulting from crushing. Less than 10% of the particles that pass the 3/8-inch sieve and are retained on the No. 4 sieve shall be weatherworn particles. Gravel shall not be added to crushed rock.
2. Gravel shall be defined as particles that show no evidence of mechanical crushing, are fully weatherworn, and are rounded. For pipe bedding, where gravel is specified, crushed rock may be substituted or added.

#### 1010-2.6 SAND-CEMENT SLURRY

Sand-cement slurry shall consist of one sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability.

### 1010-3 EXECUTION

#### 1010-3.1 COMPACTION REQUIREMENTS

1. The District will engage the services of a qualified soils engineering firm to determine the relative compaction of the trench backfill.
2. If the backfill fails to meet the specified relative compaction requirements, the contractor shall rework the backfill until the requirements are met. The contractor shall make all necessary excavations for density tests as directed by the District representative. District compaction requirements shall prevail in all roads. The contractor will be responsible for the cost of all additional compaction tests in the reworked areas.

3. Compaction tests shall be performed at random depths and at 200-foot intervals and as directed by the Inspector.
4. Unless otherwise shown on the drawings or otherwise described in the specifications for the particular type of pipe installed, relative compaction in pipe trenches shall be as described below:
  - a. Pipe zone and pipe base: 90% relative compaction
  - b. Trench zone not beneath paving: 90% relative compaction
  - c. Trench zone to street zone in paved areas: 90% relative compaction
  - d. Street zone in paved areas: 95% relative compaction
  - e. Rock refill material for overexcavation and foundation stabilization: minimum of two passes with a vibratory plate, until firm and unyielding, 90% relative compaction.

#### 1010-3.2 MATERIAL REPLACEMENT

Removal and replacement of any trench and backfill material which does not meet the specifications shall be the contractor's responsibility.

#### 1010-3.3 CLEARING AND GRUBBING

1. Areas where work is to be performed shall be cleared of all trees, shrubs, rubbish, and other objectionable material of any kind which, if left in place, would interfere with the proper performance or completion of the contemplated work, would impair its subsequent use, or would form obstructions therein.
2. Organic material from clearing and grubbing operations will not be incorporated in the trench backfill.
3. Organic material from clearing and grubbing operations will be disposed of at a proper waste disposal facility.

#### 1010-3.4 SIDEWALK, PAVEMENT, AND CURB REMOVAL

1. Saw cut bituminous or concrete pavements regardless of their thickness, and curbs and sidewalks prior to excavation for the structure in accordance with the requirements of the city, or county agency having jurisdiction. Curbs and sidewalks, that are damaged in the course of construction, are to be cut and removed from joint to joint.
2. Haul removed pavement and concrete materials from the site, to a proper disposal facility. These materials are not permitted for use as trench backfill. If the material to be removed exceeds 50 cubic yards, the contractor shall obtain a haul route permit from the city(s) having jurisdiction.

### 1010-3.5 TRENCHING AND TUNNELING

1. Excavation for pipe, fittings, and appurtenances shall be open trench to the depth and in the direction necessary for the proper installation of the facilities as shown on the plans.
2. Trench banks shall be kept as near to vertical as possible and shall be properly braced and sheeted.
3. Tunneling will not be permitted.
4. The use of a jack and bore or hydraulic ram may be employed.

### 1010-3.6 BRACING

1. The contractor's design and installation of bracing and shoring shall be consistent with the rules, orders, and regulations of the State of California Construction Safety Orders.
2. Excavations shall be so braced, sheeted, and supported that they will be safe such that the walls of the excavation will not slide or settle and all existing improvements of any kind, either on public or private property, will be fully protected from damage.
3. The sheeting, shoring, and bracing shall be arranged so as not to place any stress on portions of the completed work until the general construction thereof has proceeded far enough to provide ample strength.
4. Care shall be exercised in the drawing or removal of sheeting, shoring, bracing, and timbering to prevent the caving or collapse of the excavation faces being supported.

### 1010-3.7 TRENCH WIDTHS

1. Excavation and trenching shall be true to line so that a clear space of not more than 9 inches and not less than 6 inches in width is provided on each side of the largest outside diameter of the pipe in place measured at a point 12 inches above the top of the pipe. For the purpose of this specification, the largest outside diameter shall be the outside diameter of the bell on bell and spigot pipe or the pipe collar.
2. Where the pipe trench width, measured at a point 12 inches above the top of the bell of the pipe, is wider than the maximum set forth above, the trench area around the pipe shall be backfilled with crushed rock, Class B concrete, or slurry to form a cradle to a height of  $\frac{3}{4}$  pipe OD.

### 1010-3.8 LENGTH OF OPEN TRENCH

The maximum allowable length of open trench shall be the distance necessary to accommodate the amount of pipe installed in a single day, and not greater than 500 feet. Within developed areas, the length of open trench may be restricted as determined by the encroachment permit from the city or the agency having jurisdiction.

### 1010-3.9 GRADE

1. Excavate the trench to the lines and grades shown on the drawings with allowance for pipe thickness and for pipe base or special bedding.
2. The trench bottom shall be graded to provide a smooth, firm, and stable foundation that is free from rocks and other obstructions and shall be at a reasonably uniform grade.

### 1010-3.10 CORRECTION OF OVER EXCAVATION

1. Where excavation is inadvertently carried below the design trench depth, suitable provision shall be made by the contractor to adjust the excavation, as directed by the Inspector, to meet requirements incurred by the deeper excavation.
2. Over excavations shall be corrected by backfilling with approved graded crushed rock or gravel and shall be compacted to provide a firm and unyielding subgrade or foundation, as directed by the Inspector.

### 1010-3.11 DE-WATERING

1. The contractor shall provide and maintain at all times during construction ample means and devices with which to promptly remove and properly dispose of all water from any source entering the excavations or other parts of the work. De-watering shall be done by methods that will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations. De-watering methods may include well points, sump points, suitable rock or gravel placed below the required bedding for drainage and pumping, temporary pipelines, and other means, all subject to the approval of the Inspector. Water shall be discharged in accordance with the requirements of the District's NPDES permit.
2. In no event shall the new pipeline system be used as drains for de-watering the construction trenches.
3. De-watering shall commence when groundwater is first encountered and shall be continuous until the pipe has been backfilled, at such time water can be allowed to rise. No concrete shall be poured in water, nor shall water be allowed to rise around concrete or mortar until it has set at least eight hours.

### 1010-3.12 FOUNDATION STABILIZATION

1. Whenever the trench bottom does not afford a sufficiently solid and stable base to support the pipe or appurtenances, the contractor shall excavate to a depth below the design trench bottom, as directed by the District representative, and the trench bottom shall be backfilled with 3/4-inch rock and compacted to provide uniform support and a firm foundation.
2. Where rock is encountered, it shall be removed to a depth at least 6 inches below grade and the trench shall be backfilled with 3/4-inch crushed rock to provide a compacted foundation cushion.
3. If excessively wet, soft, spongy, unstable, or similarly unsuitable material is encountered at the surface upon which the bedding material is to be placed, the unsuitable material shall be removed to a depth as determined in the field by the District representative and replaced by crushed rock.

### 1010-3.13 EXCAVATED MATERIAL

1. All excavated material shall not be stockpiled in a manner that will create an unsafe work area or obstruct sidewalks or driveways. Gutters shall be kept clear or other satisfactory measures shall be taken to maintain street or other drainage.
2. In confined work areas, the contractor may be required to stockpile the excavated material off-site, as determined by the project permits.

### 1010-3.14 PLACING PIPE BEDDING

1. Place the thickness of pipe bedding material over the full width of trench necessary to produce the required bedding thickness when the material is compacted to the specified relative density. Grade the top of the pipe bedding ahead of the pipe to provide firm, uniform support along the full length of pipe.
2. Excavate bell holes at each joint to permit assembly and inspection of the entire joint.

### 1010-3.15 PLACING MOUNDS TO SUPPORT PIPE (DIP ONLY)

1. As an alternate to placing continuous imported sand pipe bedding material, the ductile iron pipe may be supported on mounds of imported sand.
2. The mounds shall be of imported sand and extend the full trench width. The mounds shall provide a minimum of 6 inches of contact with the pipe.
3. The pipe shall be supported to maintain its design line and grade.

4. The mounds shall be located 2½ feet from the bell/spigot of the pipe.

#### 1010-3.16 BACKFILLING WITHIN PIPE ZONE

1. Backfill per the detailed piping specification for the particular type of pipe and per the following.
2. After pipe has been installed in the trench, place pipe zone material simultaneously on both sides of the pipe, keeping the level of backfill the same on each side. Carefully place the material around the pipe so that the pipe barrel is completely supported and that no voids or uncompacted areas are left beneath the pipe. Use particular care in placing material on the underside of the pipe to prevent lateral movement during subsequent backfilling.
3. Compact material placed within 12 inches of the outer surface of the pipe by hand tamping only.

#### 1010-3.17 BACKFILL WITHIN TRENCH ZONE

1. Compact per the detailed piping specification for the particular type of pipe and per the following.
2. Push the backfill material carefully onto the backfill previously placed in the pipe zone. Do not permit free fall of the material until at least 2 feet of cover is provided over the top of the pipe. Do not drop sharp, heavy pieces of material directly onto the pipe or the tamped material around the pipe.
3. The remaining portion of the trench to the street zone or ground surface, as the case may be, shall be backfilled, compacted and/or consolidated by approved methods to obtain the specified relative compaction.
4. Compaction using vibratory equipment, tamping rollers, pneumatic tire rollers, or other mechanical tampers shall be done with the type and size of equipment necessary to accomplish the work. The backfill shall be placed in horizontal layers of such depths as are considered proper for the type of compacting equipment being used in relation to the backfill material being placed. Each layer shall be evenly spread, properly moistened, and compacted to the specified relative density. Care shall be taken in all consolidating operations to prevent the movement of the pipe. The contractor shall rectify any misalignment of the pipe because of consolidation operations as directed by the District representative. The contractor shall repair or replace any pipe, fittings, manholes, or structures as directed by the District representative damaged by the contractor's operations.

1010-3.18 BACKFILL WITHIN ROADWAY SECTION

1. The roadway section within roadbed areas shall be compacted using approved hand, pneumatic, or mechanical type tampers to obtain the required relative compaction.
2. All work shall be done in accordance with the requirements and to the satisfaction of the city, county, or the agency having jurisdiction.
3. Flooding and jetting will not be permitted in the roadway section.

1010-3.19 SIDEWALK, PAVEMENT, AND CURB REPLACEMENT

Replace bituminous and concrete pavement, curbs, and sidewalks damaged or removed during construction in accordance with the requirements of the city or the agency having jurisdiction.

1010-3.20 SLOPE PROTECTION

1. Where cutoff walls or concrete anchors are required, they shall be in accordance with SPPWC standard plan 221-2, with a minimum thickness of 12 inches. The wall shall extend at least 12 inches to undisturbed material on each side of the trench as excavated. Cemented rubble and concrete surface slope protection shall be a minimum of 4-inches thick.
2. Material used for construction of cutoff walls or concrete anchors shall consist of cast-in-place reinforced concrete or reinforced hollow unit masonry. When reinforced hollow unit masonry is used, all cells in the block shall be filled solidly with grout. A No. 4 reinforcing bar shall be placed vertically in each row of cells and No. 9-gage wall mesh shall be placed in each horizontal joint. In addition, a bond beam shall be placed at the top with two No. 4 bars.
3. Where cutoff walls or concrete anchors are constructed from reinforced concrete, they shall have No. 4 reinforcing bars placed at 6-inches on center each way in the center of the wall. The bars shall extend full length and height of the wall.

1010-4 MEASUREMENT AND PAYMENT

No separate payment will be made for work performed for compliance with the requirements in this Section, "Trenching, Backfilling, and Compacting."

Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefor.

## SECTION 1011

**EXCAVATION AND REMOVAL**  
**(Bid Item No. 4)**1011-1 GENERAL

- A. The work described in this section consists of furnishing all labor, materials, tools, equipment and incidentals necessary to saw-cut, excavate, remove, and dispose of all materials from the roadway prism, including the removal and disposal of all roadway sections, pavement sections, asphalt concrete, asphalt ribbon drains, aggregate base, underlying base, and existing slope areas, earthwork, excavation, root pruning, saw-cutting, loading, hauling, depositing, spreading, and compacting material, subgrade preparation, protection of existing concrete pavement, control of surface and subsurface water, dewatering, disposal of excess excavated materials and debris, regardless of character and subsurface conditions, as shown on the Plans, as specified in the SSPWC and these Special Provisions, and as directed by the Engineer.
- B. All work under this section shall conform to the applicable provisions of the SSPWC and these Special Provisions, except that SSPWC Subsection 300-2.9, "Payment," is herewith deleted and modified herein.
- C. Removals shall be in accordance with SSPWC Section 401, "Removal," except as modified herein.
- D. The Contractor shall so conduct his/her operations as to offer the least possible obstruction and inconvenience to the public. The Contractor shall have under construction no greater length or amount of work than he/she can prosecute properly in one working day with due regard to the rights of the public. All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.
- E. The unclassified excavation and pavement removal quantities shown in the Bid Schedule will be considered as the final pay quantity and will not be adjusted, in that before and after cross-sections on the ground will not be surveyed.

1011-2 ASPHALT CONCRETE PAVEMENT REMOVAL

- A. Where the construction of asphalt concrete pavement requires the removal of existing pavement, the Contractor shall saw-cut the pavement to clean lines before removing the existing asphalt pavement and underlying base and compact to ninety percent (90%) relative density.
- B. In the event, during reconstruction of roadway, unstable subgrade is encountered, as determined by the Engineer, either overexcavation followed with the installation of ground stabilization fabric, or the use of ground stabilization fabric only, will be required. The subgrade, when directed by the Engineer, shall

be over excavated to a minimum depth of six (6) inches below the design subgrade. The Contractor shall place woven geotextile fabric, in accordance with SSPWC Subsections 213-1 and 213-2, as and when directed by the Engineer, on the smooth over excavated surface prior to placing the aggregate base material.

- C. Wheel-cuts will be allowed only when the joint line is to be overlaid. Asphalt concrete removal operations shall be performed without damage to any portion that is to remain in place. Any damage to the existing asphalt to remain in place, shall be repaired to a condition equal to that of the existing asphalt prior to beginning the removal operations. The cost of repairing the existing asphalt damaged by the Contractor's operations shall be at the Contractor's expense.

#### 1011-3 EXCAVATION

- A. Excavation shall be performed to the lines and grades shown on the Plans. Materials within the existing slope area may be used in the construction of the new proposed slope area or in the unclassified fill or disposed of as directed by the Engineer.
- B. After excavation of existing material or removal of unacceptable material at the exposed subgrade, the Contractor shall scarify the final subgrade surface to a depth of four (4) inches and compact to ninety-five percent (95%) relative density.
- C. All surplus and extraneous materials and debris shall be disposed of by the Contractor at an approved landfill or disposal site at the Contractor's expense.

#### 1011-4 MEASUREMENT AND PAYMENT

- A. Measurement and payment for unclassified excavation and pavement removal complete in place, including overexcavation, when directed by the Engineer due to unstable subgrade, will be made at the Contract unit price bid per lump sum as shown in the Bid Schedule.
- B. The above Contract price and payment shall be considered as full compensation for furnishing all labor, materials, tools, equipment, transportation and incidentals, and for doing all the work involved and necessary for pavement removal and unclassified excavation, compaction, complete in place, as shown on the Plans, as specified in the SSPWC and these Special Provisions, and as directed by the Engineer.
- C. No separate payment will be made for any necessary grading and/or earthwork within and/or outside the project limits, but shall be considered as included in the contract unit price bid for other applicable items of work.

SECTION 1012

**CRUSHED AGGREGATE BASE**  
**(Bid Item No. 5)**

1012-1 GENERAL

- A. The work described in this section consists of furnishing all labor, materials, tools, equipment and incidentals necessary for the construction of crushed rock base, including control of surface and subsurface water, dewatering, loading, hauling, depositing, spreading, grading and compacting the material, use of a motor grader for finish surface, subgrade preparation, protection of existing concrete pavement, disposal of surplus concrete, asphalt concrete, slurry materials, and excess excavated materials and debris as shown on the Plans, as specified in the SSPWC and these Special Provisions, and as directed by the Engineer.
- B. Contractor shall provide, place and compact Crushed Aggregate Base Material to 95% relative compaction for base preparation in areas of new slope grade, roadway support, and trench backfill.
- C. Prior to placement of Crushed Aggregate Base materials, Subgrade material shall be scarified to a depth of four (4) inches, and graded to the lines and grades as described on the plans, and compacted to 95% relative compaction as directed by the Engineer.

1012-2 CONSTRUCTION MATERIALS

- A. Crushed Aggregate Base material shall conform to SSPWC Section 200-2, "Untreated Base Materials," except as modified herein. The gradation of crushed miscellaneous base and processed miscellaneous base is hereby modified as follows:

- a. Crushed Miscellaneous Base

**TABLE 200-2.4.2 (A)**

Sieve Size	Percentage Passing Sieve	
	Coarse	Fine
2" (50.0 mm)	100	
1-1/2" (37.5 mm)	85-100	100
3/4" (19.0 mm)	<u>58-78*</u>	<u>85-95*</u>
3/8" (9.5 mm)		55-75
No. 4 (4.75 mm)	<u>27-47*</u>	<u>30-50*</u>
No. 30 (600 µm)	*	<u>12-28*</u>
No. 200 (75 µm)	<u>2-12*</u>	<u>2-10*</u>
ASTM C 131 Test Grading	A	B

\*Gradation modified

1012-3 MEASUREMENT AND PAYMENT

- A. Measurement and payment for Crushed Aggregate Base will be made at the Contract unit price bid per cubic yard in place at the time of excavation as shown on the Bid Schedule. Payment will be made at the particular operation as specified in the Bid Proposal.
  
- B. The Contract price shall be considered as full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved and necessary for the placement, grading, and compaction of crushed aggregate base, complete in place, as shown on the Plans, as specified in the SSPWC and these Special Provisions, and as directed by the Engineer.

## SECTION 1013

**PCC CURB & GUTTER, A2-6 AND/OR A3-6 PER APWA STD PLAN 120-2;**  
**VARIABLE HEIGHT PCC CURB, A1 PER APWA STD PLAN 120-2;**  
**PCC LONGITUDINAL GUTTER, PER APWA STD PLAN 122-1**  
**(Bid Item Nos. 6, 7, and 8)**

1013-1 GENERAL

Work to be performed under this Section shall consist of clearing and grubbing, sawcutting, removal and disposal of existing Portland Cement Concrete (PCC), earthwork, grading, removal and reconstruction of PCC, curb and gutter, cross gutter/spandrel, construction of driveway approach.

All such work shall conform to the standard plates of the SSPWC Subsections 300-1, "Clearing and Grubbing," and 303-5, "Concrete Curbs, Walks, Gutters, Cross-Gutters, Alley Intersections, Access Ramps, and Driveways," except as modified or amended herein.

Vehicular traffic across newly placed concrete cross gutters, spandrels, and gutters will not be allowed sooner than ten (10) days after construction unless steel plates are used to fully span the work.

All PCC, concrete curb, curb and gutter, and longitudinal gutter required to be removed in connection with performing the work under this Section shall be saw-cut, unless joining at a construction joint or expansion joint, and shall be constructed/reconstructed in kind or better in accordance with the applicable provisions of the SSPWC and subject to the approval by the Engineer. A maximum of five (5) working days will be allowed between removal and reconstruction of any concrete work.

Longitudinal gutter shall include four (4), #4 bars equally spaced. Dowels shall be 18" long at joint. Existing asphalt concrete and concrete pavement shall be removed to minimum 4" below proposed edge of longitudinal gutter on both sides of proposed gutter.

Where the construction/reconstruction of curb and gutter, and longitudinal gutter requires the removal of existing pavement, the Contractor shall saw-cut the pavement (12" min.) to clean lines and remove the existing asphalt pavement within the limits as designated by the Engineer. Asphalt concrete removal operations shall be performed without damage to any portion that is to remain in place. All damage to the existing asphalt concrete which is to remain in place, shall be repaired to a condition equal to that of the existing improvements prior to beginning the removal operations. The cost of repairing the existing asphalt concrete damaged by the Contractor's operations shall be at the Contractor's expense.

All materials to be removed shall be disposed of at an approved landfill site at the Contractor's expense. Special reference is made to the SSPWC Subsection 400, "Protection and Restoration of Existing Improvements," except as modified herein.

**All concrete curb and gutter, and cross-gutter with less than two-percent (2%) longitudinal slope shall be water tested after placement of concrete, but before the concrete has fully set, for compliance with the proposed project plan grades and positive drainage. Any expense due to replacement and/or reworking of the concrete items shall be borne by the Contractor. Class 520-C-2500 Portland Cement Concrete shall be used for all the concrete work specified herein.**

Crushed miscellaneous base per Subsection 200-2.4 of the SSPWC shall be used for concrete longitudinal gutter per plans, and the quantity will be paid for under this Specification Section 1011 .

#### 1013-2 RESTORATION OF ADJACENT AREAS

All areas adjacent to the work site disrupted during the construction of concrete, curb and gutter, concrete curb, concrete longitudinal gutter shall be restored to its original condition within five (5) working days, including but not limited to, restoration of landscape planting and irrigation system improvements, utilities, planters, walls, fences, mailboxes, and other such decorative items and work, which may be encountered and disturbed during the course of the contract. Any relocation shall be at the Contractor's expense.

#### 1013-3 MEASUREMENT AND PAYMENT

Measurement and payment for construction of Portland Cement Concrete, concrete curb, curb and gutter, longitudinal gutter, including all other work necessary to match the existing improvements will be made at the Contract unit price bid per linear foot, or square foot as shown in the Bid Schedules.

The above Contract price and payment shall be considered as full compensation for furnishing all labor, materials, tools, equipment, transportation and incidentals, and for doing all the work involved and necessary to remove existing improvements for the construct/reconstruction of the Portland Cement Concrete, concrete curb, curb and gutter, water testing concrete for grade, and longitudinal gutter including clearing and grubbing, earthwork, excavation, crushed miscellaneous base, fill, backfill, compaction, saw-cutting of concrete and asphalt concrete, protection and restoration of existing utilities, control of surface and subsurface waters and groundwater, dewatering, removal and disposal of concrete and asphalt concrete, and extraneous and surplus excavated materials, preservations and restoration of existing landscape planting and irrigation system, restoration of all areas/items which were disrupted during the above removals and construction, and all other features and work as necessary to complete this work, as specified in the SSPWC and these Special Provisions, as shown on the Plans and as further specified in the SSPWC and these Special Provisions, and as directed by the Engineer.

The unit price shall include any necessary surveying for meeting ADA requirements and positive drainage.

Full compensation for this work shall be considered as included in the bid prices of the items of this section and no separate or additional compensation will be allowed.

## SECTION 1014

**ASPHALT CONCRETE PAVEMENT**  
**(Bid Item No. 9)**1014-1 GENERAL

Asphalt concrete pavement shall be performed in accordance with the Plans, the SSPWC Subsection 302-5, "Asphalt Concrete Pavement," and these Special Provisions.

1014-2 MATERIALS

Materials for asphalt concrete shall be as specified in the SSPWC Subsection 203-6, "Asphalt Concrete." Asphalt concrete shall be Type C2, PG 70-10.

All rock materials to be used will be tested, and must be Type B, PG-70-10 certified for conformance with the requirements of the SSPWC Subsections 200-1, "Rock Products" and 200-2.2, "Crushed Aggregate Base." The roadway surface shall be cleaned properly before the application of tack coat. The tack coat will not be applied without prior approval from the Engineer to assure the roadway surface is properly prepared, including removal of interfering pavement markers.

Where asphalt concrete is placed next to existing concrete curb, curb and gutter, cross-gutter and spandrel, an asphalt tack coat of AR-4000/8000 shall be applied to the vertical face of the exposed curb, curb and gutter, cross gutter, and spandrel, preceding the placement of the new asphalt concrete. The rates of application shall be as stipulated in the SSPWC Subsections 302-5.4, "Tack Coat," and 302-7.2.2, "Tack Coat." Tack coat used with pavement fabric shall conform to the provisions of Subsections 203-1, "Paving Asphalt," and 302-7.2.2, "Tack Coat" of the SSPWC.

1014-3 ASPHALT CONCRETE HAUL ROUTES

As noted in Subsection 1001-2, one week prior to the pre-construction conference, an asphalt concrete haul route(s) shall be submitted to the City, depicting the haul routes in each direction between the batch plant and the various sections of the street being paved. Any spills of asphalt concrete shall be cleared by the contractor on a continuous daily basis.

1014-6 DISTRIBUTION AND SPREADING

All surfaces within 300-feet of the work limits to be traveled by trucks used to haul asphalt concrete shall be covered with sand or other durable covering prior to applying tack coat on the proposed work. The Contractor shall have sufficient power brooms on site during all periods of distribution and spreading to provide for cleanup of haul routes and work areas. The power broom shall provide miscellaneous cleanup or asphalt concrete spoils as directed by the Engineer.

In addition to the requirements of the SSPWC Subsection 302-5.5, "Distribution and Spreading," asphalt concrete shall be placed with spreading equipment equipped with fully automatic screed and grade sensing controls which shall control the longitudinal grade of the screed. Pickup Dump Machines shall not be used. Automatic controls shall conform to and be operated in accordance with the following provisions. All pavement joint lines shall be at the proposed lane width and shall be in line with the proposed striping.

Unless approved otherwise, ski-type devices, with a minimum length of 30 feet, shall be used to provide a reference for the grade sensor. Skis shall be constructed and installed in such a manner that a reference to the average elevation of the existing pavement, along with length of ski, is maintained at the sensor point. When placing surfacing adjacent to surfacing previously placed in conformance with these provisions, a joint matching shoe, of adequate size and type to properly sense the grade of the previously placed mat, may be used in lieu of the 30-foot ski.

The ski shall be mounted at a location which will provide an accurate reference for the surfacing being placed. This may require the ski to be mounted ahead of, and inside the outer limits of the screen. Automatic cross slope control may be accomplished by use of a ski and grade sensor on each side of the paving machine.

Automatic screed controls shall be installed in such a manner that the occasional manual adjustments, necessary to maintain the altitude of the screed parallel to the underlying pavement, are readily accomplished. Automatic screed controls shall be installed so that with little or no delay, use of the automatic controls can be discontinued and the screed controlled by manual methods.

Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day, provided the quality of the work conforms to the requirements of the SSPWC Subsection 302-5, "Asphalt Concrete Pavement." Should the methods and equipment used for automatic control fail to result in the quality of work required by said Subsection 302-5, the paving operations shall be temporarily discontinued and the Contractor shall make the necessary changes to the equipment, or furnish other equipment conforming to the requirements herein, before paving is resumed.

Asphalt pavers shall be self-propelled mechanical spreading and finishing equipment, provided with a screed or strike-off assembly capable of distributing the material to not less than the full width of a traffic lane. Screed action shall include any cutting, crowding, or other practical action which is effective on the mixture tearing, shoving, or gouging, and which produces a surface texture of uniform appearance.

If it is determined by the Engineer that the existing grade and cross slope is too irregular for the automatic controls to provide the quality of work required, the use of the automatic controls shall be discontinued and the spreading equipment shall be adjusted by manual methods. Use of the automatic equipment shall be resumed when the Engineer has determined that it is again practical and so orders.

**Before placing the top layer adjacent to cold transverse construction joint, it shall be saw-cut to a vertical face and to a neat line. Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such condition that the quality of the completed joint will be affected.**

#### 1014-7 LONGITUDINAL JOINTS

The asphalt concrete overlay shall be placed in such a manner that the new joints shall overlap the existing joints in the old pavement by at least six inches and shall be at the proposed lane width and in line with the proposed striping. The coarse aggregate in the material overlapping the joint should be carefully removed and wasted. The joint shall be rolled and compacted tightly into a uniformly finished surface throughout. Any finish surface with rugged appearance shall be rejected and redone.

**At the end of each day's paving, all vertical transverse construction joints shall be filled with cold mix asphalt for a distance of minimum of 5 feet to provide a smooth transition for vehicular traffic, and which transitions shall be properly and continuously maintained until the final asphalt concrete course is placed.**

#### 1014-8 ROLLING

In addition to the requirements of the SSPWC Subsection 302-5.6, "Rolling," the number of rollers required for each paving operation shall be such that all rolling for density shall be completed before the temperature of the asphalt concrete mixture drops below 240°F.

Breakdown rolling shall be accomplished using vibratory rollers. Transverse rolling of cracks extending through newly placed asphalt pavement shall be undertaken by the Contractor as deemed necessary by the Engineer.

#### 1014-10 SAMPLING AND TESTING

The City's Contract testing laboratory will sample the asphalt concrete at the batch plant and from the hopper of the paving machine at various intervals. At least one test will be performed. Inspection and tests shall be made at the start of the pavement work, at any time when the source of supply of the aggregate has changed, or whenever directed by the Engineer. Continuous inspection for compactions compliance with one surface test minimum for each 1,000 square yards of surface area will be performed. The Contractor and supplier shall facilitate the sampling and testing process.

Non-conforming Asphalt Concrete Pavement: Asphalt concrete pavement not meeting the specification requirements shall be removed and replaced, by the Contractor, with asphalt concrete pavement meeting the specifications at no additional cost to the City.

1014-11 MEASUREMENT AND PAYMENT

Measurement and payment for asphalt concrete, base course and surface course, including surface preparation, and asphalt tack coat, complete in place, will be made at the Contract unit price bid per ton, as specified in the SSPWC Subsection 302-5.9, "Measurement and Payment," except as modified herein to include the removal and disposal of existing and temporary pavement markers, and as shown in the Bid Schedule.

The above Contract price and payment shall be considered as full compensation for furnishing all labor, materials, tools, equipment, transportation and incidentals, and for doing all the work involved and necessary for asphalt concrete pavement, complete in place, including all pothole repair, weed killing, surface preparation, crack sealing, asphalt tack coat, control of surface and subsurface water, de-watering, saw-cutting, excavation, hauling, loading, depositing, spreading, compacting the material, separate rolling of cracks extending through newly placed asphalt pavement, disposal of surplus concrete, asphalt concrete and base materials, and excess excavated materials and debris, as shown on the Plans, as specified in the SSPWC and these Special Provisions, and as directed by the Engineer.

## SECTION 1015

**PIPELINE PROTECTION**  
**(Bid Item No. 10)**1015-1 GENERAL

- A. The work described in this section consists of furnishing all labor, materials, tools, equipment and incidentals necessary to saw-cut, excavate, remove, and dispose of all materials from the trench prism, including the removal and disposal of all roadway sections, pavement sections, asphalt concrete, aggregate base, underlying base, and existing slope areas, earthwork, excavation, root pruning, saw-cutting, loading, hauling, placement of; sand, concrete, tracer wire, warning tape, valve stack, casite marker as directed by the Engineer, aggregate base and compacting material, subgrade preparation, protection of existing concrete pavement, control of surface and subsurface water, dewatering, disposal of excess excavated materials and debris, regardless of character and subsurface conditions, as shown on the Plans, as specified in the SSPWC and these Special Provisions, and as directed by the Engineer.
- B. All work under this section shall conform to the applicable provisions of the SSPWC and these Special Provisions.
- C. Removals shall be in accordance with SSPWC Section 401, "Removal," except as modified herein.
- D. The Contractor shall so conduct his/her operations as to offer the least possible obstruction and inconvenience to the public. The Contractor shall have under construction no greater length or amount of work than he/she can prosecute properly in one working day with due regard to the rights of the public. All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

1015-2 CONSTRUCTION MATERIALS

## A. Imported Sand

Imported sand shall have a minimum sand equivalent of 30 per State of California, Division of Highways, Test "California 217" with 100% passing a 3/8-inch sieve and not more than 20% passing a 200-mesh sieve. Certification that the sand meets this requirement shall be provided.

## B. Portland Cement Concrete

Portland Cement Concrete shall be 520-C-2500 per SSPWC Subsection 201-1.1.2, "Concrete Specified by Class and Alternate Class." All concrete shall be protected until 90% of design strength is achieved.

- C. Insulated 12 gauge, solid copper tracer wire
- D. Detectable Warning Tape, 6" wide, 5 mil, Blue, Water
- E. Crushed Aggregate Base per this Specification Section 1011, and quantity paid for under that bid item

Removals shall be in accordance with SSPWC Section 401, "Removal," except as Crushed Aggregate Base material shall conform to SSPWC Section 200-2, "Untreated Base Materials," except as modified herein. The gradation of crushed miscellaneous.

#### 1015-3 TRENCHING AND REMOVAL OF EXISTING MATERIAL

- A. Excavation shall be performed to the lines and grades shown on the Plans and Details.
- B. Potholes will be performed to the top of the existing pipeline and the final six (6) inches above the existing top of pipe will be excavated by hand.
- C. All surplus and extraneous materials and debris shall be disposed of by the Contractor at an approved landfill or disposal site at the Contractor's expense.

#### 1015-4 Pipe Identification

##### A. Water Valve Stack(s)

1. General: Valve box riser shall be one continuous piece of 8-inch SDR 35 PVC pipe as shown on VCWWD #8 standard plate no. 7.
2. Valve Box: Valve boxes and covers shall be heavy duty, long body type and cast iron.
3. Tracing wire shall be attached to outside stack and ran inside of valve box.
4. Firmly support valve boxes and keep them centered and plumb over the pipe. Do not use beveled sections of pipe at the top of the valve extension pipe. The top cut shall be square and machined. The final valve box elevation shall be flush with the finished pavement surface.
5. An insulated 12 gauge, solid copper tracer wire shall be installed on top of the pipe at its center and secured to the pipe at 10' (maximum) on-center. The wire shall be insulated and shall be continuous between valve stack locations at each stack, the ends of the tracer wire shall terminate in a valve box in a manner that will insure electrical continuity and mechanical stability.
6. Warning and locator tape shall be installed along the top of the concrete pipe protection.

1015-5 MEASUREMENT AND PAYMENT

- A. Measurement and payment for pipeline protection complete in place, will be made at the Contract unit price bid per lump sum as shown in the Bid Schedule.
- B. The above Contract price and payment shall be considered as full compensation for furnishing all labor, materials, tools, equipment, transportation and incidentals, and for doing all the work involved and necessary for pipeline protection, complete in place, as shown on the Plans, as specified in the SSPWC and these Special Provisions, and as directed by the Engineer.
- C. No separate payment will be made for any necessary grading and/or earthwork within and/or outside the project limits, but shall be considered as included in the contract unit price bid for other applicable items of work.

SECTION 1016

**FINAL SITE CLEANUP AND DEMOBILIZATION**  
**(Bid Item No. 11)**

1016-1 GENERAL

Final cleanup of the worksite, including but not limited to removal and disposal of all trash, abandoned and unused materials, coordination with inspectors for final inspection, completion of miscellaneous punch list items, restoration of existing improvements, and delivery and acceptance of as-built redline drawings.

1016-2 MEASUREMENT AND PAYMENT

Payment for aforementioned final cleanup and demobilization shall be made at the lump sum bid price as shown in the bid schedule after completion of work, in accordance with the contract documents.

SECTION 1017

**TERMINATION OF LIABILITY**

(Bid Item No. 12)

1017-1 GENERAL

Prior to receiving final payment, the Contractor shall execute a "Release on Contract" form (Appendix C) which shall operate as, and shall be a release to the District, the Board of Directors and each member of the Board of Directors and their agents, from all claims and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act of neglect of the District or of any person relating to or affecting the work, except the claim against the District for the remainder, if any there be, of the amounts kept or retained as provided in the SSPWC Subsection 7-3, "Payment" and except for any unsettled claims listed on said form which have been filed in compliance with the requirements for making claims. Only one termination of liability will be paid regardless of which bid schedule is chosen.

1017-2 PAYMENT

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

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# **APPENDIX A**

Notices to Property Owners/Business Owners/Residents

**NOTICE TO PROPERTY OWNERS/BUSINESS OWNERS/RESIDENTS**

Date: \_\_\_\_\_

In approximately four days, \_\_\_\_\_, a Contractor for the Ventura County Water District No. 8, City of Simi Valley, will be constructing the Waterline Protection/Box Canyon, CP908440, Specification No. SV 20-21.

To accomplish this construction, it will be necessary to partially close your street on the days the work is in progress. The Contractor will post temporary "No Parking" signs at least two working days in advance of starting this work. Unfortunately, it will be necessary to prohibit parking in certain areas between 7:00 a.m. and 4:00 p.m. In case of inclement weather, it may be necessary to reschedule the Contractor's operation.

During this construction, we request your cooperation in parking your automobile(s) in a location(s) away from the actual construction zone or on other nearby street(s) not under construction. We also request that children refrain from playing in or around the construction zones for their safety.

We regret any inconvenience this work may cause, and we thank you in advance for your cooperation and understanding in assisting us in improving your neighborhood in the most efficient way possible.

Should you have any questions regarding the project, please call:

General Contractor: \_\_\_\_\_

Telephone: \_\_\_\_\_

District Contact: Rob Herr  
Assistant Engineer/Waterworks  
Department of Public Works  
(805) 583-6871

## **APPENDIX B**

Release on Contract  
and  
Contractor's Affidavit of Payment

**RELEASE ON CONTRACT**

PROJECT NAME: WATERLINE PROTECTION/BOX CANYON, CP980440

SPECIFICATION NO.: SV 20-21

WHEREAS, by the terms of the Contract dated \_\_\_\_\_, entered into by the Ventura County Waterworks District No. 8 (District) and the undersigned, the Contractor agreed to perform certain work for the compensation specified in said Contract; and

WHEREAS, the Contractor represents that said work is fully completed and that final payment is due to the Contractor under terms of said Contract,

NOW, THEREFORE, in consideration of the promises and the payment by the District of Simi Valley to the Contractor of the amount due under the Contract, to wit, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), and the additional consideration of One Dollar (\$1.00), receipt of which is hereby acknowledged by the Contractor, the Contractor hereby releases and forever discharges the District of Simi Valley of and from all manner of debts, dues, demands, sum or sums of money, accounts, claims, and causes of action, in law and in equity, under or by virtue of said Contract, except as follows (if none, leave blank): \_\_\_\_\_

\_\_\_\_\_.

IN WITNESS WHEREOF, the hand and seal of the Contractor have been hereunto set this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

*This form must be notarized using proper acknowledgment form (see Civil Code Sections 1189 and 1190).*

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT OF PAYMENT**

PROJECT NAME: WATERLINE PROTECTION/BOX CANYON, CP980440

SPECIFICATION NO.: SV 20-21

DATE: \_\_\_\_\_

The undersigned hereby certifies that all workers, and persons employed, all firms supplying materials, and all subcontractors working on the above named project have been paid in full, and there are no bills, invoices, or obligations outstanding against the project for either labor, materials, or equipment furnished except for the following disputed claims for which Notices to Withhold have been filed under the provisions of the Code of Civil Procedure: (If none, leave blank) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

IN WITNESS WHEREOF, the hand and seal of the Contractor have been hereunto set this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

*This form must be notarized using proper acknowledgment form (see Civil Code Sections 1189 and 1190).*

Contractor Name:

By: \_\_\_\_\_  
Signature of Authorized Representative

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Representative

Title: \_\_\_\_\_