

Contractors are required by law to be licensed and regulated by the contractors' state license board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the registrar, contractors' state license board, P.O. Box 26000, Sacramento, California 95826. Per B&P Code §7030(a)

CONTRACT

PROJECT: Todd Road Jail Health and Programming Unit Additional Bunks

SPECIFICATION NO. CP24-04; PROJECT NO. P6T13401

This Contract is made entered into this _____ day of _____, 2024 ("Effective Date"), by and between the County of Ventura ("Agency") and Universal Security Products, Inc. ("Contractor") for the Todd Road Jail HPU Bunk Install project (the "Project").

WHEREAS, Contractor was a subcontractor under the Agency's design-build contract with Sletten Construction Company for the Todd Road Jail Health and Programming Unit (HPU) ("the Sletten contract") that installed the original set of bunks in the HPU.

WHEREAS, the Sletten contract was completed and closed, and Agency cannot issue a change order thereto for the work herein described; and

WHEREAS, Agency wishes to hire Contractor to install the second set of bunks and perform related work in the HPU;

NOW, THEREFORE, the Agency and the Contractor hereby agree as follows:

1. CONTRACT DOCUMENTS

This contract consists of the Contract Documents, which include the following documents and represents the complete agreement between Agency and Contractor:

- (a) This Contract
- (b) Contractor's "Request for Change, RFC Number 38 dated 2/28/2024
- (c) The Ventura County Standard Specifications, version 1/1/2024
- (d) Performance and Payment Bond
- (e) W-9 form

2. DESCRIPTION OF WORK

The Contractor shall perform and complete in strict conformity with this Contract, the work as described and shown in the Contract Documents and reasonably inferable therefrom, generally described as: Installation of (60) bunks; Security Caulk at (60) bunk (labor and material); Install (8) swing stools on posts; Furnish and Install (60) bunk privacy screens; Security Caulk at (60) privacy screens (labor and material).

3. CONTRACT PRICE

The contract price, which is the amount which Contractor shall accept as full payment for the work above agreed to be done is \$224,997.

[continued on next page]

4. The time for the completion of the Work is 182 calendar days from the Effective Date.

UNIVERSAL SECURITY PRODUCTS, INC.,

Dated: _____

By: _____

(print name)

(print title)

Dated: _____

By: _____

(print name)

(print title)

COUNTY OF VENTURA

Dated: _____

By: _____

(print name)

(print title)

County of Ventura

CONTRACTOR'S CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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.

Universal Security Products, Inc.

By _____

Title _____

Project Name: Todd Road Jail Health and Programming Unit Additional Bunks

Specification No.: CP24-04



Request for Change

RFC Number: 38

Date: 2/28/24

PO Box 58
New Castle, CA 95658-0058

To: Rick Barber
Projects, Todd Road Jail
(805) 933-8516
(805) 217-0198
800 S. Victoria Ave
Ventura, CA, 93009

Job Site:
Ventura Co Todd Road Jail HPU
Todd Road Jail Facility
600 Todd Road
Santa Paula, CA 93060

Requested By:	Phone:	E-mail:
Paul Cahoy	(775) 762-7700	pcahoy@universalsecurityproductsinc.com

Recipients:	Phone:	E-mail:

Regarding:

Change Document: - Request to install (60) bunks previously furnished on project. Revised - to include privacy partitions and installation pricing. (updated 2/28/24 to add Bond costs)

Requested Change:	Change to Contract
Installation of (60) bunks	\$ 63250.00
Security Caulk at (60) bunk (labor and material)	\$ 21450.00
Install (8) swing stools on posts	\$ 3025.00
Furnish (60) 12-GA, powder coat paint finish, mineral wool fill, bunks privacy screens. 2' 5" x 4' 1/2". 2 cases of touch up paint for powder coat paint finish on panels. By Viking Products	\$ 55860.00
Installation of (60) privacy screens	\$ 58000.00
Security Caulk at (60) privacy screens (labor and material)	\$ 19000.00
Bond cost	\$ 4412.00

Comments:

1. Anchors or welding consumables included.
2. Security caulk material included in number.
3. Plan would be to thru-bolt the bunks to the panels to try and not burn the finish paint system by welding the bunks. If welding is preferred, we can complete the installation accordingly and pricing would not change.
4. All current finish paint and system touch up is excluded. We will have touch up paint for the new materials only. We are not responsible for any damage this installation may cause to the existing finish paint system within the cells. Or impacted warranty of finish paint system.

RFC Total:	\$ 224997.00
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Please respond by: 3/28/24

Paul Cahoy
Universal Security Products

PUBLIC

VENTURA COUNTY

WORKS

Ventura County Standard Specifications (VCSS)

1/1/2024

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**COUNTY OF VENTURA
PUBLIC WORKS AGENCY
STANDARD SPECIFICATIONS**

PART 1 - GENERAL PROVISIONS

SECTION 0 - SPWC ADOPTION AND MODIFICATIONS

0-1 STANDARD SPECIFICATIONS.

Except as hereinafter provided or as modified by the Special Provisions, the provisions of Parts 2 through 8 of the 2018 edition of the Standard Specifications for Public Works Construction (referred to as SSPWC), published by BNi Building News, Los Angeles, are part of these Standard Specifications.

0-2 DELETIONS.

The following portions of SSPWC are hereby deleted: Part 1

0-3 NUMBERING OF SECTIONS.

The numbering in these modifications is compatible with the numbering in SSPWC. Standard Special Provisions, if included, are numbered as Sections 901 through 999. The Special Provisions are numbered starting with Section 1000 or higher.

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

0-4 ADDITIONS.

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

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

1-1 GENERAL.

Unless otherwise stated, the words directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory, or words of like meaning, refer to actions, expressions, and prerogatives of the Engineer.

1-2 TERMS AND DEFINITIONS.

Acceptance--The formal written acceptance by the Agency of the Work which has been completed in all respects in accordance with the Plans and Specifications and any Modifications thereof. Acceptance by the Agency will occur when the Engineer signs the Notice of Completion.

Addendum--Written or graphic instrument issued prior to the opening of Bids which clarifies, corrects or changes the bidding or Contract Documents. The term "Addendum" shall include bulletins and all other types of written notices issued to potential bidders prior to opening of Bids.

Agency--The legal entity for which the Work is being performed.

Agreement--See Contract.

Assessment Act Contract – A Contract financed by special assessments authorized under a State Act or procedural ordinance of a City or County.

Base--A layer of specified material of planned thickness placed immediately below the pavement or surfacing.

Bid--The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work.

Bidder--Any individual, firm, partnership, corporation, or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

Board--The officer or body constituting the awarding authority of the Agency.

Bond--Bid, performance and payment bond or other instrument of security.

Caltrans--The State of California Department of Transportation

Cash Contract--A contract financed by means other than special assessments.

Certificate of Compliance--A written document signed and submitted by a supplier or manufacturer that certifies that the material or assembled material supplied to the Work site conforms to the requirements of the Contract Documents.

Change Order--A written order to the Contractor signed by the Agency directing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract time issued after the effective date of the Contract. A Change Order may or may not also be signed by the Contractor.

Code--The terms Government Code, Labor Code, etc. refer to codes of the State of California.

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

Contract--The written agreement between the Agency and the Contractor covering the Work.

Contract Documents--The Contract, Addenda, notice inviting bids, instruction to bidders; Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Contract, the Bonds, permits from jurisdictional regulatory agencies, Special Provisions, Plans, Standard Plans,

Standard Specifications, Reference Specifications, Change Orders and Supplemental Agreements.

Contractor--The individual, partnership, corporation, joint venture, or other legal entity having a Contract with the Agency to perform the Work. In the case of work being done under permit issued by the Agency, the Permittee shall be construed to be the Contractor. The term "prime contractor" shall mean Contractor.

Contract Price--The total amount of money for which the Contract is awarded.

Contract Unit Price--The amount shown in the Bid for a single unit of an item of work.

County Sealer--The Sealer of Weights and Measures of the county in which the Contract is let.

Days--Days shall mean consecutive calendar days unless otherwise specified.

Daily Extra Work Reports--Reports on Agency furnished forms as required by 7-4.4.

Disputed Work--Work in which Agency and Contractor are in disagreement.

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

Electrolier--Street light assembly complete, including foundation, standard, luminaire arm, luminaire, etc.

Extra Work--New or unforeseen work not covered by a Contract Unit Price or Stipulated Unit Price.

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

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

Geotextile--Synthetic fiber used in civil engineering applications, serving the primary function of separation and filtration.

House Connection Sewer--A sewer, within a public street or right of way, proposed to connect any parcel, lot, or part of a lot with a main line sewer.

House Sewer--A sewer, wholly within private property, proposed to connect any building to a house connection sewer.

Luminaire--The lamp housing including the optical and socket assemblies (and ballast if so specified).

Major Bid Item--A single Contract item constituting 10% or more of the original Contract Price.

Mast Arm--The structural member or bracket, which, when mounted on a Standard, supports the luminaire.

Modification--Includes Change Orders and Supplemental Agreements. A Modification may only be issued after the effective date of the Contract.

Notice of Award--The written notice by the Agency to the successful Bidder stating that upon compliance by it with the required conditions, the Agency will execute the Contract.

Notice to Proceed--A written notice given by the Agency to the Contractor fixing the date on which the Contract time will start.

Operation, Maintenance, and Warranty Instructions-- Documents published by manufacturers of pre-manufactured products describing operation, maintenance and any other actions that must be performed by the Agency as a condition for the manufacturer to honor the specified warranty.

Owner--Same meaning as Agency.

Person--Any individual, firm, association, partnership, corporation, trust, joint venture, or other legal entity.

Plans--The drawings, profiles, cross sections, Standard Plans, working drawings, shop drawings, and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions, or details of the Work.

Private Contract--Work subject to Agency inspection, control, and approval, involving private funds, not administered by the Agency.

Proposal--See Bid.

Reference Specifications--The latest edition, including amendments, in effect as of the date of advertisement of the Contract or issuing the permit, unless otherwise specified, of:

- a. bulletins,
- b. standards,
- c. rules,
- d. methods of analysis or testing,
- e. codes,
- f. specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents.

Roadway--The portion of a street reserved for vehicular use.

Service Connection--All or any portion of the conduit cable or duct including meter, between a utility distribution line and an individual consumer.

Service Lateral Connection--The interface of the House Connection Sewer with the host pipe.

Sewer--Any conduit intended for the reception and transfer of sewage and fluid industrial waste.

Shop Drawings--Drawings showing details of manufactured or assembled products proposed to be incorporated in the Work.

Special Provisions--Any provisions which supplement or modify the Standard Specifications.

Specifications--Standard Specifications, Reference Specifications, Standard Special Provisions, Special Provisions, and specifications in Change Orders or Supplemental Agreements between the Contractor and the Board.

Standard--The shaft or pole used to support street lighting luminaire, traffic signal heads, mast arms, etc.

Standard Plans--Details of standard structures, devices, or instructions referred to on the Plans or in the Specifications by title or number.

Standard Specifications--Parts 1 through 8 of this document. See Section 0. References to whole sections will be preceded by the word "Section", references to parts of sections will show numbers only, such as "3-2", except at the beginning of a sentence, the word "Section" precedes the number.

State--The State of California.

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

Stipulated Unit Price--Unit prices established by Agency in the Contract Documents.

Storm Drain--Any conduit and appurtenances intended for the reception and transfer of storm water.

Street--Any road, highway, parkway, freeway, alley, walk or way.

Subbase--A layer of specified material of planned thickness between a base and the subgrade.

Subcontractor--An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.

Subgrade--For roadways, that portion of the roadbed on which pavement, surfacing, base, subbase, or a layer of other material is placed. For structures, the soil prepared to support a structure.

Supervision—Supervision, where used to indicate supervision by the Engineer, shall mean the performance of obligations, and the exercise of rights, specifically imposed upon and granted to the Agency in becoming a party to the Contract. Except as specifically stated herein, supervision by the Agency shall not mean active and direct superintendence of details of the Work.

Supplemental Agreement--A written amendment of the Contract Documents signed by both parties.

Surety--Any individual, firm, or corporation, bound with and for the Contractor for the acceptable performance, execution, and completion of the Work, and for the satisfaction of all obligations incurred.

Utility--Tracks, overhead or underground wires, pipelines, conduits, ducts, or structures, sewers or storm drains owned, operated or maintained in or across a public right of way or private easement.

Work--That which is proposed to be constructed or done under the Contract or permit, including the furnishing of all labor, materials, equipment, and services.

Working Day--See 6-3.2.3 and 6-3.2.3.1.

Working Drawings--Drawings showing details not shown on the Plans which are required to designed by the Contractor.

1-3 ABBREVIATIONS.

1-3.1 General.

The abbreviations herein, together with others in general use, are applicable to these Standard Specifications and to all other Contract Documents.

All abbreviations and symbols used on Plans for structural steel construction shall conform to those given by the "Manual of Steel Construction" published by the American Institute of Steel Construction, Inc.

1-3.2 Common Usage.

Abbreviation Word or Words

ABS.....	Acrylonitrile-Butadiene-Styrene
AC.....	Alternating Current
ADA	Americans with Disabilities Act of 1990 (Public Law 101-336, 104 Sat. 1990, 42 USC 12101-12213 (as amended))
APC.....	Air Placed Concrete
ARHM	Asphalt Rubber Hot Mix
ARAM.....	Asphalt Rubber and Aggregate Membrane
AWG	American Wire Gauge
BMPs	Best Management Practices
BR.....	Butadiene Rubber

BWG	Birmingham Wire Gauge
CAB.....	Crushed Aggregate Base
CAPA	Corrugated Aluminum Pipe Arch
CAP.....	Corrugated Aluminum Pipe
CBR	California Bearing Ratio
CCFRPM.....	Centrifugally Cast Fiberglass Reinforced Plastic Mortar
CCR	California Code of Regulations
CCTV	Closed Circuit Television
CHDPE	Corrugated High Density Polyethylene
CIP	Cast Iron Pipe
CIPCP	Cast-In-Place Non-Reinforced Concrete Pipe
CIPP.....	Cured-In-Place Pipe
CLSM	Controlled Low Strength Material
CMB	Crushed Miscellaneous Base
CMP	Corrugated Metal Pipe
CQS	Cationic Quick-Setting
CRM.....	Crumb Rubber Modifier
CRS	Cationic Rapid-Setting
CRUMAC	Crumb Rubber Modified Asphalt Concrete
CSEP	Confined Space Entry Plan
CSPA	Corrugated Steel Pipe Arch
CSPB	Cement Stabilized Pulverized Base
CSP.....	Corrugated Steel Pipe
CSS.....	Cationic Slow-Setting
CTB.....	Cement Treated Base
CTM	California Test Method
CT	California Test
CWA.....	Constant Wattage Attenuator
CW	Constant Wattage
DC.....	Direct Current
DIP	Ductile Iron Pipe
EAS.....	Emulsion-Aggregate Slurry
EPDM.....	Ethylene-Propylene Diene Monomer
EPM.....	Ethylene-Propylene Monomer
FRPM.....	Fiberglass Reinforced Polymer Mortar
GG	Gap-Graded
HC.....	House Connection
HDPE	High Density Polyethylene
HPS.....	High Pressure Sodium
HRWRA	High Range Water Reducing Admixture
IIPP	Injury and Illness Prevention Program
IPS	Iron Pipe Size
JMF	Job Mix Formula
LCB.....	Lean Concrete Base
LED	Light Emitting Diode
LSPB.....	Lime Stabilized Pulverized Base
LS.....	Lump Sum
MAC	Modified Asphalt Cement
MC	Medium Curing
Min	Minimum

MTBM	Microtunneling Tunnel Boring Machine
MUTCD	Manual on Uniform Traffic Control Devices
N/A	Not Applicable
NBR	Nitrile-Butadiene Rubber
NEC	National Electric Code
NPDES	National Pollutant Discharge Elimination System
NRCP	Non-Reinforced Concrete Pipe
OBC	Optimum Binder Content
OD	Outside Diameter
PAM	Pneumatically Applied Mortar
PAV	Pressure Aging Vessel
PBM	Pulverized Base Material
PCC	Portland Cement Concrete
PE	Polyethylene
PG	Performance Graded
PLI	Pounds Per Linear Inch
PMB	Processed Miscellaneous Base
PME	Polymer Modified Emulsion
PM	Polymer Modified
PRCB	Precast Reinforced Concrete Box
PTFE	Polytetrafluoroethylene
PVC	Polyvinyl Chloride
RC	Rapid Curing
R	Resistance Value
RA	Reclaimed Aggregates
RAP	Reclaimed Asphalt Pavement
RCP	Reinforced Concrete Pipe
REAS	Rubberized Emulsion-Aggregate Slurry
RMS	Root Mean Square
RPPCC	Reclaimed Plastic Portland Cement Concrete
RTFO	Rolling Thin Film Oven
RW	Reclaimed Water
S	Hveem Stability
SAPPA	Structural Aluminum Plate Pipe Arch
SAPP	Structural Aluminum Plate Pipe
SBR	Styrene-Butadiene Rubber
SC	Slow Curing
SCMs	Supplementary Cementitious Materials
SDR	Standard Dimension Ratio
SDS	Safety Data Sheet
SE	Sand Equivalent
SG	Specific Gravity
SI	International System of Units (Metric)
SLC	Service Lateral Connection
SPA	Special Performance Admixture
SS	Slow-Setting
SSPPA	Structural Steel Plate Pipe Arch
SSPP	Structural Steel Plate Pipe
SWPPP	Storm Water Pollution Prevention Plan

TCP	Traffic Control Plan
THN.....	Thermoplastic, High Heat, Nylon-Coated
THWN	Thermoplastic, Heat and Water Resistant, Nylon-Coated
THW	Thermoplastic, Heat and Water Resistant
TRMAC	Tire Rubber Modified Asphalt Concrete
TR	Tire Rubber
TTC	Temporary Traffic Control
TW	Thermoplastic, Water Resistant
U.S.C.	United States Code
U.S.	United States
UV	Ultraviolet
VCP.....	Vitrified Clay Pipe
VTCSH.....	Vehicle Traffic Controls Signal Head
WATCH.....	Work Area Traffic Control Handbook
WMA	Warm Mix Asphalt
WTAT	Wet Track Abrasion Test
X.....	By

1-3.3 Institutions.

Abbreviation	Word or Words
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
AREA	American Railway Engineering Association
ASME	American Society of Mechanical Engineers
ASQ	American Society for Quality
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
EEI	Edison Electric Institute
EIA	Electronic Industries Alliance
EPA	Environmental Protection Agency
ETL	Electrical Testing Laboratories
FCC	Federal Communications Commission
FHWA	Federal Highway Administration
GRI	Geosynthetic Research Institute
IEEE	Institute of Electrical and Electronics Engineers
IMSA	International Municipal Signal Association
ISSA.	International Slurry Surfacing Association
ITE	Institute of Transportation Engineers
NCHRP	National Cooperative Highway Research Program
NEMA	National Electrical Manufacturers Association
NSF	NSF International
OSHA	Occupational Safety and Health Administration
PPI	Plastics Pipe Institute

RUS	Rural Utilities Service
SAE	Society of Automotive Engineers
SSPC	Society for Protective Coatings
UL	Underwriters' Laboratories Inc.

1-3.4 Building Codes.

The Ventura County Building Code (VCBC) and Ventura County Fire Code (VCFC) are applicable to the Work. VCBC and VCFC adopt by reference a number of uniform and national codes. Where such codes are referenced directly in the Specifications, such references shall be to the VCBC or VCFC which adopt and modify certain provisions in the referenced codes.

<u>Abbreviation</u>	<u>Code</u>	<u>Publisher</u>
CBC	California Building Code	CBSC
CEC	California Energy Code	ICC
CEBC	California Existing Building Code	ICC
CALGreen	California Green Building Standards Code	ICC
CRC	California Residential Code	ICC
DBC	Uniform Code for Abatement of Dangerous Buildings	ICC
IBC	International Building Code	ICC
IFC	International Fire Code	ICC
UHC	Uniform Housing Code	ICBO
UMC	Uniform Mechanical Code	IAPMO
UPC	Uniform Plumbing Code	IAPMO
NEC	National Electrical Code	NFPA

1-3.5 Reference Documents.

<u>Abbreviation</u>	<u>Document</u>
HDM	Highway Design Manual, State of CA, Dept. of Transportation, Latest Edition
MUTCD	Manual on Uniform Traffic Control Devices
SSP	Standard Plans, State of California, Department of Transportation, Latest Edition
SPPWC	Standard Plans for Public Works Construction, Latest edition, published by BNi Building News, Los Angeles,
SPPWC	Standard Specifications for Public Works Construction, (See Section 0-1)
SSS	Standard Specifications, State of California, Department of Transportation, Latest Edition
VCSS	Ventura County Standard Specifications

1-4 UNITS OF MEASURE.

1-4.1 General.

The U.S. Standard Measures, also referred to as the U.S. Customary System, is the principal measurement system in these Specifications and shall be used for construction unless otherwise specified in the Special Provisions. The International System of Units, also referred to as SI or the metric system, is included in parenthesis. U.S. Standard Measures units may or may not be exactly equivalent to the SI units in parenthesis. If SI is specified for use in the Contract Documents, then all values used for construction shall be the SI units shown in parenthesis. Certain material specifications and test requirements contained herein use SI units specifically and U.S. Standard Measures have not been included in those circumstances.

Reference is also made to ASTM E380 for definitions of various units of the SI system and a more extensive set of conversion factors.

1-4.1.1 Units for Work.

Where U. S. Standard Measure units are shown on the Plans or are specified, U. S. Standard Measure shall be used for the Work.

1-4.2 Units of Measure and Their Abbreviations.

U.S. Customary Unit (Abbreviations)	Equal To	SI Unit (Abbreviations)
1 mil (= 0.001 inch)		25.4 micrometer (μm)
1 inch		25.4 millimeter (mm)
1 inch		2.54 centimeter (cm)
1 foot (ft).....		0.3048 meter (m)
1 yard (yd).....		0.9144 meter (m)
1 mile (mi)		1.6093 kilometer (km)
1 square foot (ft^2)		0.0929 square meter (m^2)
1 square yard (yd^2).....		0.8361 square meter (m^2)
1 cubic foot (ft^3).....		0.0283 cubic meter (m^3)
1 cubic yard (yd^3)		0.7646 cubic meter (m^3)
1 acre		0.4047 hectare (ha)
1 U.S. gallon (gal)		3.7854 liter (L)
1 fluid ounce (fl. oz).....		29.5735 milliliter (mL)
1 pound mass (lb) (avoirdupois).....		0.4536 kilogram (kg)
1 ounce mass (oz)		0.02835 kilogram (kg)
1 Ton (= 2000 lb avoirdupois)		0.9072 tonne (= 907 kg)
1 Poise.....		0.1 pascal · second ($\text{Pa} \cdot \text{s}$)
1 centistoke (cs).....		1 square millimeters per second (mm^2/s)
1 pound force (lbf).....		4.4482 Newton (N)
1 pound per square inch (psi)		6.8948 kilopascal (kPa)
1 pound force per foot (lbf/ft).....		1.4594 Newton per meter (N/m)
1 foot-pound force (ft-lbf).....		1.3558 joules (J)
1 foot-pound force per second (ft-lbf).....		1.3558 watt (W)
1 part per million (ppm)		1 milligram/liter (mg/L)

Temperature Units and Abbreviations

Degree Fahrenheit (°F):

$$^{\circ}\text{F} = (1.8 \times ^{\circ}\text{C}) + 32$$

Degree Celsius (°C):

$$^{\circ}\text{C} = (^{\circ}\text{F} - 32)/1.8$$

SI Units (abbreviation) Commonly Used in Both Systems

1 Ampere (A)

1 Volt (V)

1 Candela (cd)

1 Lumen (lm)

1 second (s)

Common Metric Prefixes

kilo (k)..... 10^3

centi (c) 10^{-2}

milli (m)..... 10^{-3}

micro (μ)..... 10^{-6}

nano (n)..... 10^{-9}

pico (p)..... 10^{-12}

1-5 SYMBOLS.

%.....Percent

'Feet or minutes

"Inches or seconds

¹.....Number

/.....per or (between words)

°.....Degree

xTimes

1-6 BIDDING AND SUBMISSION OF THE BID.

1-6.1 General.

Bidding and submission of the Bid shall conform to the requirements specified in the Special Provisions, Instructions to Bidders, and Notice Inviting Bids.

1-6.2 Subcontractor Listing.

Each Bidder shall comply with Division 2, Chapter 4 of the Public Contract Code including Sections 4100 through 4113.

The Bidder shall set forth in the Bid, as provided in 4104:

- "a) (1) The name, the location of the place of business, and the California contractor license number and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of

the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater."

"(2) An inadvertent error in listing the California contractor license number provided pursuant to paragraph (1) shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor."

"(3) (A) Subject to subparagraph (B), any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name, location of business, the California contractor license number, and the public works contractor registration number, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for the receipt of bids by prime contractors."

"(B) A state or local agency may implement subparagraph (A) at its option."

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

If the Contractor fails to specify a Subcontractor, or specifies more than one Subcontractor for the same portion of the Work to be performed under the Contract (in excess of one-half of 1 percent of the Contractor's total bid), the Contractor shall be qualified to perform that portion itself, and shall perform that portion itself except as otherwise provided in the Code.

Except as provided in Section 4107, no prime contractor, whose Bid is accepted, shall substitute any person or Subcontractor in place of the Subcontractor listed in the original bid other than for causes and by procedures established in Section 4107.5 which provides procedures to correct a clerical error in the listing of a Subcontractor.

Section 4110 provides that a Contractor violating any of the provisions of the Chapter violates the Contract and the Board may exercise the option either to cancel the Contract or assess the Contractor a penalty in an amount of not more than 10 percent of the subcontract involved, after a public hearing.

1-7 AWARD AND EXECUTION OF THE CONTRACT.

1-7.1 General.

Award and execution of the Contract shall be as specified in the Special Provisions, Instruction to Bidders, or Notice Inviting Bids.

1-7.2 Contract Bonds.

Before execution of the Contract by the Agency, the Contractor shall file surety bonds with the Agency to be approved by the Board in the amounts and for the purposes noted below. Bonds issued by a Surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract shall be deemed to be approved unless specifically rejected by the Agency. Bonds from all other sureties shall be accompanied by all of the documents enumerated in Code of Civil Procedure 995.660(a). The Bidder shall pay all bond premiums, costs, and incidentals.

Each bond shall incorporate, by reference, the Contract and be signed by both the Bidder and Surety and the signature of the authorized agent of the Surety shall be notarized.

The Bidder shall provide two good and sufficient surety bonds. The "Payment Bond" (Material and Labor Bond) shall be for not less than 100 percent of the Contract Price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The bond shall be maintained by the Contractor in full force and effect until the Work is accepted by the Agency, and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code.

The "Performance Bond" shall be for 100 percent of the Contract Price to guaranty faithful performance of all Work, within the time prescribed, in a manner satisfactory to the Agency, and that all materials and workmanship will be free from original or developed defects. The bond must remain in effect until the end of the warranty period set forth in 3-14.2.

Should any bond become insufficient, the Contractor shall renew the bond within 10 Days after receiving notice from the Agency.

Should any Surety at any time be unsatisfactory to the Board, notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under the Contract until a new Surety shall qualify and be accepted by the Board.

Changes in the Work, or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

1-7.2.1 Bond Forms.

Bonds shall be on forms furnished by Agency.

1-7.3 Award of Contract.

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

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

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

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

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

1-7.4 Notice of Award.

Within one Day after award of Contract by the Board, the Bidder to whom Contract is awarded will be notified of award by email and telephone, or if no contact is made by telephone, then by mail. Within three business days after award of Contract, a Notice of Award will be sent, transmitting the Contract Documents to such Bidder for execution. If telephone contact is made, the Bidder may request that the Contract Documents be held in Agency's office to be picked up.

1-7.5 Execution of Contract Documents.

On receipt of the Contract Documents, the Bidder shall promptly obtain the required insurance coverage, certificates of insurance, power-of-attorney and Contract bonds, execute the Contract, and transmit all required documents to the Agency (in the forms included in the appendices hereto).

1-7.6 Failure to Execute Documents.

Should the Bidder fail to furnish Agency all required documents, properly executed, prior to the starting day of the Contract time computed as provided in 6-3.2.1 and stated in the Notice of Award, Agency may thereafter declare the Bidder to be in default and its Proposal guarantee forfeited.

1-7.7 Return of Proposal Guarantees.

Within 10 Days after the award of the Contract, Agency will return the Proposal guarantees, other than Bidder's bonds, accompanying such of the proposals as are not to be further considered in making the award. The low and second Bidder's Proposal guarantee will be held until the Contract has been executed, after which all Proposal guarantees, except Bidders' bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose proposals they accompany.

SECTION 2 - SCOPE OF THE WORK

2-1 WORK TO BE DONE.

The Contractor shall perform all work necessary to complete the Contract in accordance with the Contract Documents. Unless otherwise specified, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work.

All work under the Contract shall be performed in accordance with the highest standards prevailing in the trades unless otherwise specified on the Plans or in the Special Provisions. Unless otherwise specified, it is the intent that the Contractor will construct a complete facility ready for use.

2-1.1 Manufacturer's Recommendations.

Where the manufacturer of any materials or equipment provides written recommendations or instructions for its use or method of installation (including labels, tags, manuals, or trade literature), such recommendations or instructions shall be complied with except where the Contract Documents specifically require deviations.

2-1.2 Testing of Installed Components.

Where the specifications provide that any component of the Work is to be tested, calibrated or adjusted during or after installation, such testing shall be performed by a qualified firm, approved by the Engineer. The firm performing the testing or calibration shall be employed by and paid for by the Contractor.

2-1.3 Training of Agency Personnel.

Where the specifications provide for training of Agency personnel in the use or maintenance of any component of the Work, the Contractor shall arrange for and pay for competent personnel to perform the training. Contractor shall schedule the training with the Engineer.

2-2 PERMITS.

The Agency will obtain, at no cost to the Contractor, all permits necessary to perform the Work in streets, highways, railways or other rights-of-way. The Contractor shall obtain and pay for all costs incurred for permits necessitated by its operations such as, but not limited to, those permits required for night work, overload, blasting, and demolition. The Contractor shall pay all business taxes or license fees that are required for the Work.

2-2.1 Highway and Railroad Permits.

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

2-2.2 Grading Ordinance.

2-2.2.1 General.

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

2-2.2.2 Permits Required.

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

2-2.2.3 Imported and Exported Material.

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

2-2.2.4 Exemptions from Permit.

No grading permit is required of the Contractor for Work performed within the project right of way shown on the Plans or on borrow or disposal areas shown on the Plans or described in the Special Provisions and which are specifically designated as being exempt from such permit requirements.

2-2.3 Building Permit.

2-2.3.1 Agency Furnished Permits.

Except as provided in 2-2.3.2, Agency will submit the plans for the Work to Department of Building and Safety, and other building related permit issuing agencies, for plan check and make the corrections necessary for the issuance of building and related permits. Agency will Pay plan check and permit fees for the Work. The Contractor may be required to furnish information to the permit issuing agencies, as required for the issuance of permits, and sign the permit.

2-2.3.2 Contractor Furnished Permits.

Components or systems, required by the Contract, may require the preparation of plans and calculations to obtain approvals or permits from state or local building, fire prevention, public health, safety, environmental protection and other agencies in addition to the basic permits arranged for by the Agency as provided in 2-2.3.1. Contractor shall take all actions in a timely manner to obtain such approvals or permits so as not to delay completion of the Work beyond the time provided in 6-3. Contractor shall include all costs and consider the time required to obtain approvals or permits in the Contract price bid.

2-2.4 Coastal Zone Permits.

2-2.4.1 Agency Furnished Permits.

Permits required for Work on the project within rights of way furnished by the Agency within the Coastal Zone will be obtained by the Agency.

2-2.4.2 Contractor Furnished Permits.

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

2-3 RIGHT-OF-WAY.

Rights-of-way, easements, or rights-of-entry for the Work will be provided by the Agency. Unless otherwise specified, the Contractor shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required. The Contractor shall indemnify and hold the Agency harmless from all claims for damages caused by such actions.

2-4 COOPERATION AND COLLATERAL WORK.

The Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, and essential work by others. The Agency, its workers and contractors and others, shall have the right to operate within or adjacent to the Work site during the performance of such work.

The Agency, the Contractor, and each of such workers, contractors and others, shall coordinate their operations and cooperate to minimize interference.

The Contractor shall include in its Bid all costs involved as a result of coordinating its work with others. The Contractor will not be entitled to additional compensation from the Agency for damages resulting from such simultaneous, collateral, and essential work. If necessary to avoid or minimize such damage or delay, the Contractor shall redeploy its work force to other parts of the Work.

Should the Contractor be delayed by the Agency, and such delay could not have been reasonably foreseen or prevented by the Contractor, the Engineer will determine the extent of the delay, the effect on the Work, and any extension of time.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

2-5.1 General.

The Contractor shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work.

The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the Work. These accommodations shall be maintained in a neat and sanitary condition, and regularly pumped out.

The Contractor and any and all subcontractors shall at all times have valid Certificates of Reported Compliance as described in California Code of Regulations, title 13, ("13 CCR") section 2449(n) for fleets of vehicles subject to 13 CCR section 2449 which may be used in performance of the contract. No such vehicle is permitted onsite unless and until Contractor provides County with a valid Certificate of Reported compliance therefor.

2-5.2 Temporary Utility Services.

The Contractor shall, at its own expense, make all arrangements necessary for the provision of temporary utility services necessary for its own use during performance of the Work.

The Contractor shall not draw water from any fire hydrant (except to extinguish a fire), without obtaining permission from the water utility owner.

2-5.3 Crushing and Screening Operations.

Unless otherwise specified in the Special Provisions, the establishment and operation of portable screens and crushers will not be allowed on or adjacent to the Work site.

2-5.4 Haul Routes.

Unless otherwise specified in the Special Provisions, the haul route(s) shall be determined by the Contractor.

2-6 CHANGES REQUESTED BY THE CONTRACTOR.

2-6.1 General.

Changes in specified methods of construction may be made at the Contractor's request when approved in writing by the Engineer. Changes in the Plans and Specifications, requested in writing by the Contractor, which do not materially affect the Work and which are not detrimental to the Work or to the interests of the Agency, may be granted by the Board to facilitate the Work, when approved in writing by the Engineer. Nothing herein shall be construed as granting a right to the Contractor to demand acceptance of such changes.

2-7 CHANGES INITIATED BY THE AGENCY.

2-7.1 General.

The Agency may change the Plans, Specifications, character of the Work, or quantity of work, provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed 25 percent of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the Contractor and Agency, unless both parties agree to proceed with the change by Change Order.

Change orders shall be in writing and state the dollar value of the change or establish method of payment, any adjustment in Contract time, and, when negotiated prices are involved, shall provide for the Contractor's signature indicating its acceptance.

2-8 EXTRA WORK.

New or unforeseen work will be classed as "Extra Work" when the Engineer determines that it is not covered by Contract Unit Prices or Stipulated Unit Prices.

2-9 CHANGED CONDITIONS.

The Contractor shall notify the Engineer in writing of the following work site conditions, hereinafter called changed conditions, promptly upon their discovery and before they are disturbed:

- 1) Subsurface or latent physical conditions differing materially from those represented in the Contract;
- 2) Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character being performed; and
- 3) Material differing from that represented in the Contract which the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

The Engineer will promptly investigate conditions which appear to be changed conditions. If the Engineer determines that the conditions are changed conditions and that they will materially increase or decrease the costs of any portion of the Work, a Change Order will be issued adjusting the compensation for such portion of the Work in accordance with 2-7. VCI If the Engineer determines that conditions are changed conditions and that they will materially affect

the performance time, the Contractor, upon submitting a written request, will be granted an extension of time subject to the provisions of 6-4.

If the Engineer determines that the conditions of which it has been notified by the Contractor do not justify an adjustment in compensation, the Contractor will be so notified in writing. This notice will also advise the Contractor of its obligation to notify the Engineer, in writing, if the Contractor disagrees.

Should the Contractor disagree with such determination, it may submit a written notice of potential claim to the Engineer before commencing the disputed work. In the event of such a disagreement, the Contractor shall not be excused on account of that disagreement from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. However, the Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties. The Contractor shall proceed as provided in 3-4.

The Contractor's failure to give notice of changed conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith.

2-10 DISPUTED WORK.

If the Contractor and the Agency are unable to reach agreement on disputed work, the Agency may direct the Contractor to proceed with the Work. Payment shall be as later determined by mediation or arbitration, if the Agency and the Contractor agree thereto, or as fixed in a court of law.

Although not to be construed as proceeding under Extra Work provisions, the Contractor shall keep and furnish records of disputed work in accordance with 7-4.

SECTION 3 - CONTROL OF THE WORK

3-1 ASSIGNMENT.

No Contract or portion thereof may be assigned without consent of the Board except that the Contractor may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the Board to the extent permitted by law, but any assignment of money shall be subject to all proper withholdings in favor of the Agency and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the Agency for completion of the Work, should the Contractor be in default.

3-2 SELF- PERFORMANCE.

Except where the required Contractor's License Class is "B", the Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization. "Specialty Items" will be identified by the Agency in the Bid or Proposal with an "[S]". Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the Contractor, and subject to approval by the Engineer.

3-3 SUBCONTRACTORS.

The Contractor shall give personal attention to the fulfillment of the Contract. The Contractor shall keep the Work under its control. Subcontractors shall be considered employees of the Contractor, and the Contractor shall be responsible for their work.

In addition to the requirements of 1-6.2, before the work of any Subcontractor is started, the Contractor shall submit to the Engineer for approval a written statement listing the name, contractor license number, registration with the Department of Industrial Relations, and business address of each Subcontractor and a description and value of each portion of the Work to be so subcontracted.

3-3.1 Use of Debarred Subcontractors Prohibited.

The Contractor is prohibited from performing work using a Subcontractor who is listed by the State Labor Commissioner as ineligible to work on public works projects.

3-3.2 Subcontracts.

The Contractor shall incorporate into all subcontracts, and the Subcontractor shall incorporate into all lower tier subcontracts, all of the Plans and Specifications which are part of the Contract between the Contractor and the Agency.

3-3.3 Contractor Responsible.

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

3-3.4 Specialty Contractors.

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

3-4 AUTHORITY OF BOARD AND ENGINEER.

3-4.1 General.

The Board has complete authority in all matters affecting the Work. Within the scope of the Contract, the Engineer has the authority to enforce compliance with the Plans and Specifications. The contractor shall promptly comply with instructions from the Engineer or its authorized representative.

On all questions relating to quantities, the acceptability of material, equipment, or work, the execution, progress or sequence of work, and the interpretation of Specifications or drawings, the decision of the Engineer is final and binding, and shall be precedent to any payment under the Contract, unless otherwise ordered by the Board.

3-4.1.1 Decisions in Writing.

Any and all decisions of the Engineer interpreting Specifications or drawings shall be in writing. Any purported "interpretation" which is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

3-4.2 Engineer.

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

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

<u>Original Contract Amount</u>	<u>Maximum Amount of any Change Order or Claim</u>
<u>Settlement</u>	
\$50,000 or less.....	\$5,000
greater than \$50,000	
and not over \$250,000	10% of the original Contract amount
greater than \$250,000	
and not over \$3,950,000	\$25,000 plus 5% of the original Contract cost in excess of \$250,000.
greater than \$3,950,000.....	\$210,000
CCOs and claim settlements exceeding the amounts set forth above require Board approval.	

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

3-4.3 Department Director (Public Works Agency).

The Department Director responsible for the project is designated in the Notice to Proceed. The Department Director has the following authority:

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

<u>Original Contract Amount</u>	<u>Maximum Amount of any Change Order</u>
Less than \$500,000.....	\$5,000
\$500,000 to \$1,000,000	1% of Bid Price
Greater than \$1,000,000	\$10,000

- (b) To issue extensions of Contract time in accordance with the Contract Documents.
- (c) To make final adjustment of quantities where the total does not exceed the amounts listed in (a) above.
- (d) To approve the substitution of subcontractors, where allowed by law, if the listed Subcontractor does not object when notified.
- (e) To determine when the Work has been completed and acknowledge in writing the completion of the Work.

3-4.4 Project Manager.

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

- (a) To interpret the Plans and Specifications.
- (b) To make minor changes in the location or features of the Work where no change in cost is involved. Such changes in cost may not be the net of multiple changes.

- (c) To approve substitutes for material and equipment specified by proprietary names when such material and equipment meet the Contract requirements.
- (d) To approve shop drawings and submittals.
- (e) To issue stop work orders when necessary to enforce the provisions of the Contract.
- (f) To make determinations of each Working Day to be charged against the Contract time in accordance with 6-3.2.
- (g) To take over a portion of the Work for Agency's use in accordance with 6-5.
- (h) To receive all correspondence and other documents from the Contractor.
- (i) To inspect the Work and perform Final Inspection subject to review by the Department Director and the Engineer.

3-4.5 Inspector.

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

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

3-4.6 Other Agency Personnel and Consultants.

3-4.6.1 Materials Engineer.

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

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

3-4.6.2 Surveyors & Technicians.

Surveyors and technicians shall have free access to the site to perform their duties but have no authority related to Contract administration.

3-4.6.3 Other Persons.

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

3-4.6.4 Consultants.

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

3-5 INSPECTION.

The Work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer before noon of the Working Day before inspection is required. Work shall be done only in the presence of the Engineer, unless otherwise approved. Any work done without proper inspection will be subject to rejection. The Engineer and any authorized representatives shall at all times have access to the Work during its construction at shops and yards and while in storage, as well as to the Work site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship conform to the Contract Documents. Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

3-5.1 Permit Inspections.

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

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

3-5.2 Structural Observation.

When the plans indicate that "Structural Observation" of specific work is required prior to Permit Inspection, Contractor shall notify Engineer, in writing, at least five working days prior to the date Contractor plans to have the work ready for structural observation. If the work is not ready for structural observation on the date indicated, Contractor shall reimburse Agency the cost of structural observer's visit to the Work site. If the work to be observed is substantially complete but

is found to need correction before approval by the structural observer, Contractor shall give notice of a new date, as required above.

3-6 THE CONTRACTOR'S REPRESENTATIVE.

Before starting the Work, the Contractor shall designate in writing a representative who shall have complete authority to act for it. An alternative representative may be designated as well. The representative or alternate shall be present at the Work site whenever work is in progress or whenever actions of the elements necessitate its presence to take measures necessary to protect the Work, persons, or property. Any order or communication given to this representative shall be deemed delivered to the Contractor. A joint venture shall designate only one representative and alternate. In the absence of the Contractor or its representative, instructions or directions may be given by the Engineer to the superintendent or person in charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or its representative.

In order to communicate with the Agency, the Contractor's representative, superintendent, or person in charge of specific work shall be able to speak, read, and write the English language.

3-7 CONTRACT DOCUMENTS.

3-7.1 General.

The Contractor shall keep at the work site a copy of the Plans and Specifications, to which the Engineer shall have access at all times.

The Plans, Specifications, and other Contract Documents shall govern the Work. The Contract Documents are intended to be complementary and cooperative. Anything specified in the Specifications and not shown on the Plans or shown on the Plans and not specified in the Specifications, shall be as though shown or specified in both.

The Plans shall be supplemented by such working drawings and shop drawings as are necessary to adequately control the Work.

The Contractor shall ascertain the existence of any conditions affecting the cost of the Work through reasonable examination of the work site prior to submitting the Bid.

Existing improvements visible at the work site, for which no specific disposition is made on the Plans, but which interfere with the completion of the Work, shall be removed and disposed of by the Contractor.

The Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Engineer.

3-7.1.1 Specifications Captions.

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

The division of the Plans into parts and the division of the Specifications into divisions and sections are for the ease of reference only and does not imply the division of work between trades or subcontractors.

3-7.2 Precedence of Contract Documents.

If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The precedence shall be as follows:

- 1) Permits issued by jurisdictional regulatory agencies.
- 2) Change Orders and Supplemental Agreements; whichever occurs last.
- 3) Contract/Agreement.
- 4) Addenda.
- 5) Bid/Proposal.
- 6) Special Provisions.
- 7) Plans.
- 8) Standard Plans.
- 9) Standard Specifications.
- 10) Reference Specifications.

Detail drawings shall take precedence over general drawings.

3-8 SUBMITTALS.

3-8.1 General.

Submittals shall be provided, at the Contractor's expense, as required in this section, when required by the Plans or Special Provisions, or when requested by the Engineer.

Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed, before the required submittals have been reviewed and accepted by the Engineer. Neither review nor acceptance of submittals by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The Contractor shall be responsible for the correctness of the submittals.

The Contractor shall allow a minimum of 20 working days for review of submittals unless otherwise specified in the Special Provisions. Each submittal shall be accompanied by a letter of transmittal.

Payment for submittals shall be included in the Contract Unit Price or lump sum Bid price for the various Bid items.

3-8.2 Working Drawings.

Working drawings shall be of a size and scale to clearly show all necessary details.

Six copies and one reproducible shall be submitted. If no revisions are required, 3 of the copies will be returned to the Contractor. If revisions are required, the Engineer will return one copy along with the reproducible for resubmission. Upon acceptance, the Engineer will return 2 of the copies to the Contractor and retain the remaining copies and the reproducible.

Working drawings are required in the following subsections:

TABLE 3-8.2

Item	Subsection No.	Title	Subject
1	3-12.5.2	Sanitary Sewers	Sewage Bypass and Pumping Plan
2	3-12.6.3	Water Pollution Control	Storm Water Pollution Prevention Plan
3	3-12.6.6	Water Pollution Control	Dewatering Plan
4	5-7.2.2	Safety Orders	Shoring Plan
5	5-7.8	Steel Plate Covers	Thickness (Trench Width > 5'-3"(1.6 m))
6	300-3.2	Cofferdams	Falsework Plans
7	303-1.6.1	Falsework	
8	303-1.7.1	Placing Reinforcement	
9	303-3.1	Prestressed Concrete Construction	
10	304-1.1.2	Structural Steel	
11	307-1.1	Jacking Operations	Submittals
12	307-2.1	Tunneling Operations	
13	308-3	Microtunneling	
14	601-2	Temporary Traffic Control Plan	

Working drawings listed above as Items 4, 5, 6, 8, 9, 10, 11, 12, 13, and 14 shall be prepared by a Civil or Structural Engineer registered by the State of California.

3-8.3 Shop Drawings.

Shop drawings are drawings showing details of manufactured or assembled products proposed to be incorporated into the Work. Shop drawings are required in the subsections shown in Table 3-8.3 and as specified in the Special Provisions.

TABLE 3-8.3

Item	Subsection No.	Title	Subject
1	207-2.5	Joints	Reinforced Concrete Pipe
2	207-8.4	Joints	Vitrified Clay Pipe
3	304-1.1.1	Shop Drawings	Structural Steel
4	304-2.1	General	Metal Hand Railings

3-8.4 Supporting Information.

Supporting information is information required by the Specifications for the purposes of administration of the Contract, analysis for verification of conformance with the Specifications, the operation and maintenance of a manufactured product or system to be constructed as part of the Work, and other information as may be required by the Engineer. Six copies of the supporting information shall be submitted to the Engineer prior to the start of the Work unless otherwise specified in the Special Provisions or directed by the Engineer. Supporting information for

systems shall be bound together and include all manufactured items for the system. If resubmittal is not required, three copies will be returned to the Contractor.

Supporting information shall consist of the following and is required unless otherwise specified in the Special Provisions:

- a) List of subcontractors per 3-3.
- b) List of materials per 4-4.
- c) Certificates of Compliance per 4-5.
- d) Construction schedule per 6-1.
- e) Spill Prevention and Emergency Response Plan per 3-12.5.3.
- f) Confined Space Entry Program per 5-7.5.1.
- g) Lean concrete base mix designs per 200-4.
- h) Concrete mix designs per 201-1.1.
- i) Asphalt concrete job mix formulas and/or mix designs per 203-6.3.
- j) Pipeline layout diagrams per 207-2.1.
- k) Equipment and materials list per 700-1.
- l) Controller cabinet wiring diagrams per 701-17.2.2.
- m) Data, including, but not limited to, catalog sheets, manufacturer's brochures, technical bulletins, specifications, diagrams, product samples, and other information necessary to describe a system, product or item. This information is required for irrigation systems, street lighting systems, and traffic signals, and may also be required for any product, manufactured item, or system.

3-8.5 Installation Instructions.

When installation instructions for a pre-manufactured product are specified or referenced in the Contract Documents, the Contractor shall submit the following:

- a) One original or legal copy of the installation instructions referenced.
- b) When a manufacturer's installation instructions deviate from the Contract Documents, the Contractor shall submit a written statement from the manufacturer identifying the proposed deviations and the basis for such.
- c) Unless the proposed deviations are approved, installation shall conform to the requirements in the Contract Documents.
- d) The Engineer may waive the requirement for submitting installation instructions.

3-8.6 Manufacturer's Operation, Maintenance, and Warranty Instructions.

For each pre-manufactured product covered by a manufacturer's warranty, the Contractor shall submit 3 bound original or legal copies prior to acceptance of the Contract. When no instructions are submitted the Agency will presume no operational restrictions or maintenance procedures are required by the manufacturer as a condition for the manufacturer to honor the specified warranty.

3-8.7 Record Drawings.

The Contractor shall prepare and maintain a set of prints in the Engineer's Field Office on which the locations and description of all plumbing, mechanical, and electrical facilities, which were not detailed fully on the Plans, are marked in colored pencil. Such prints shall also indicate any authorized changes from the original Plans. Such prints shall be furnished to the Engineer before final Acceptance of the Work.

3-9 SUBSURFACE DATA.

Subsurface data shall include geotechnical reports, groundwater elevations, borings, soil analyses and characterization, and other such information included or referenced in the Special Provisions or provided to bidders prior to the deadline for submitting bids. Subsurface data only indicates conditions at the time and location of the test holes and to the depths indicated. Additional subsurface exploration may be performed by Bidders or the Contractor at their own expense.

If there is a difference between the groundwater elevation shown in the subsurface data and the groundwater elevation encountered during the Work, no additional payment will be made if the groundwater elevation encountered is at or above an elevation 1 foot below the conduit invert elevation or bottom elevation of other structures shown on the Plans unless Extra Work is required.

3-10 SURVEYING.

3-10.1 Permanent Survey Markers.

The Contractor shall notify the Engineer at least 7 Days before starting work to allow for the preservation of survey monuments, lot stakes (tagged), and benchmarks. The Engineer, or the owner at its cost, shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The Contractor shall not disturb survey monuments, lot stakes (tagged), or benchmarks without the consent of the Engineer or the owner on Private Contracts. The Contractor shall bear the expense of replacing any that may be disturbed without permission. Replacement shall be done only under the direction of the Engineer by a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the Contractor shall adjust the monument cover to the new grade within 7 Days of finished paving unless otherwise specified.

3-10.2 Survey Service.

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

3-10.2.1 Open Areas.

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

3-10.2.2 Utilities.

Section 6-4.1.1 requires the Contractor's cooperation during the relocation of utilities, which may require the setting of lines and grades when needed by utility owners performing relocations.

3-10.3 Contractor's Surveys.

Surveying by private engineers and surveyors on the Work shall conform to the quality and practice required by the Engineer.

3-10.3.1 Errors in Surveys.

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

3-10.4 Line and Grade.

All Work upon completion shall conform to the lines, elevations, and grades shown on the Plans.

3-10.5 Quantity Surveys.

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

3-10.6 Payment for Surveys.

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

3-11 CONTRACT INFORMATION SIGNS.

The names of contractors, subcontractors, architects, or engineers, with their addresses and the designation of their particular specialties, may be displayed on removable signs. The size and location of such signs shall be subject to the Engineer's approval.

Commercial advertising matter shall not be attached or painted on the surfaces of buildings, fences, canopies, or barricades.

3-12 WORK SITE MAINTENANCE.

3-12.1 General.

Throughout all phases of construction, including suspension of the Work, and until acceptance per 3-14, the Contractor shall keep the Work site clean and free from rubbish and debris. Rubbish and debris collected on the Work site shall only be stored in roll-off, enclosed containers prior to disposal. Stockpiles of such will not be allowed.

When required by the Special Provisions, the Contractor shall provide a self-loading motorized street sweeper equipped with a functional water spray system. The sweeper shall clean all paved areas within the Work site and all paved haul routes at least once each working day.

The Contractor shall ensure there is no spillage along haul routes. Any such spillage shall be removed immediately and the area cleaned.

Should the Contractor fail to keep the Work site free from rubbish and debris, the Engineer may suspend the Work per 6-6 until the condition is corrected.

3-12.2 Air Pollution Control.

The Contractor shall not discharge smoke, dust, equipment exhaust, or any other air contaminants into the atmosphere in such quantity as will violate any Federal, State, or local regulations.

The Contractor shall also abate dust nuisance by cleaning, sweeping and spraying with water, or other means as necessary. The use of water shall conform to 3-12.6.

3-12.3 Noise Control.

Noise generated from the Contractor's operations shall be controlled as specified in the Special Provisions.

3.12.4 Storage of Equipment and Materials.

3-12.4.1 General.

Materials and equipment shall be removed from the Work site as soon as they are no longer necessary. Before inspection by the Engineer for acceptance, the Work site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance.

Excess excavated material shall be removed from the Work site immediately unless otherwise specified in the Special Provisions.

Forms and form lumber shall be removed from the Work site as soon as practicable after stripping.

3-12.4.2 Storage in Public Streets.

Construction materials and equipment shall not be stored in streets, roads, or highways for more than 5 days after unloading unless otherwise specified in the Special Provisions or approved by the Engineer. All materials or equipment not installed or used in construction within 5 days after unloading shall be stored at a location approved by the Engineer.

Excavated material, except that which is to be used as backfill in the adjacent trench, shall not be stored in public streets unless otherwise specified in the Special Provisions or approved by the Engineer. Immediately after placing backfill, all excess material shall be removed from the Work site.

3-12.5 Sanitary Sewers.

3-12.5.1 General.

The flow of sewage shall not be interrupted. Should the Contractor disrupt the operation of existing sanitary sewer facilities, or should disruption be necessary for performance of the Work, the Contractor shall bypass the sewage flow around the Work. Sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches nor be covered by backfill.

Whenever sewage bypass and pumping is required by the Plans or Specifications, or the Contractor so elects to perform, the Contractor shall submit per 3-8.2 a working drawing conforming to 3-12.5.2 detailing its proposed plan of sewage bypass and pumping.

3-12.5.2 Sewage Bypass and Pumping Plan.

The plan shall indicate the locations and capacities of all pumps, sumps, suction and discharge lines. Equipment and piping shall be sized to handle the peak flow of the section of sewer line to be bypassed and pumped. Equipment and piping shall conform to 5-9, the Plans, and the Special Provisions. Bypass piping, when crossing areas subject to traffic loads, shall be constructed in trenches with adequate cover and otherwise protected from damage due to traffic. Lay-flat hose or aluminum piping with an adequate casing and/or traffic plates may be allowed if so approved by the Engineer. Bypass pump suction and discharge lines that extend into manholes shall be rigid hose or hard pipe. Lay flat hose will not be allowed to extend into manholes. The Contractor shall provide a backup bypass pumping system in case of malfunction. The backup bypass system shall provide 100 percent standby capability and be in place and ready for immediate use.

Each standby pump shall be a complete unit with its own suction and discharge piping. In addition to the backup system, the Contractor shall furnish and operate vacuum trucks when required by the Plans or Special Provisions.

3-12.5.3 Spill Prevention and Emergency Response Plan.

The Contractor shall prepare and submit per 3-8.2 a spill prevention and emergency response plan. The plan shall address implementation of measures to prevent sewage spills, procedures for spill control and containment, notifications, emergency response, cleanup, and spill and damage reporting.

The plan shall account for all storm drain systems and water courses within the vicinity of the Work which could be affected by a sewage spill. Catch basins that could receive spilled sewage shall be identified unless otherwise specified in the Special Provisions, these catch basins shall be sealed prior to operating the bypass and pumping system. The Contractor shall remove all material used to seal the catch basins when the bypass and pumping system operations are complete.

The Contractor shall be fully responsible for containing any sewage spillage, preventing any sewage from reaching a watercourse, recovery and legal disposal of any spilled sewage, any

finest or penalties associated with the sewage spill imposed upon by the Agency and/or the Contractor by jurisdictional regulatory agencies, and any other expenses or liabilities related to the sewage spill.

3-12.6 Water Pollution Control.

The Contractor shall prevent, control, and abate discharges of pollutants from the construction site in order to protect the storm drain system, which includes pipes, channels, streams, waterways, and other bodies of water, by the construction, installation or performance of water pollution control measures as shown on the Stormwater Pollution Control Plan (SWPCP) or Stormwater Pollution Prevention Plan (SWPPP) depending on the land area affected by the construction activity. The Contractor shall ensure compliance with the current State NPDES General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activity (General Construction Permit), NPDES No. CAS000002 and current Ventura County NPDES Municipal Separate Storm Sewer System (MS4) Permit No. CAS004002.

3-12.6.1 Compliance with NPDES General Construction Permit.

3-12.6.1.1 Construction Sites.

If the Work involves construction activity that results in soil disturbance of one acre or more of total land area, or results in soil disturbances of less than one acre but is a part of a work area larger than one acre, the Contractor shall comply with the requirements of the General Construction Permit NPDES No. CAS000002. Construction activity includes clearing, grading, excavation, stockpiling, and reconstruction of existing facilities involving removal and replacement. Construction activity does not include routine maintenance such as, maintenance of original line and grade, hydraulic capacity, or original purpose of the facility.

The Contractor shall comply with requirements of the General Construction Permit (NPDES No. CAS000002), obtained by the Agency, including a site-specific Stormwater Pollution Prevention Plan (SWPPP) for the Work to be developed by Qualified SWPPP Developer (QSD) and implemented by the Qualified SWPPP Practitioner (QSP). After July 1, 2010, the Agency will electronically file all required Permit Registration Documents (PRDs) through the State Water Board's Stormwater Multi-Application and Report Tracking System (SMARTS) website, as required prior to the commencement of construction activity. PRDs consist of the Notice of Intent (NOI), Risk Assessment, Post-Construction Calculations, a Site Map, the SWPPP, a signed certification statement by the Legally Responsible Party (LRP), and the first annual fee. For the Permit application, the Contractor shall submit to Project Manager the following:

- The completed site-specific Risk Assessment
- Post-construction calculations if applicable for the project, and
- Site-specific SWPPP developed in accordance with applicable Permits.

3-12.6.1.2 Linear Utility Projects.

Contractor shall comply with the requirements of the General Construction Permit NPDES No. CAS000002 for Linear Underground/Overhead projects (LUPs) one acre or greater.

3-12.6.2 Compliance with NPDES MS4 Permit.

3-12.6.2.1 *Construction Sites Less Than One Acre.*

The Contractor shall ensure implementation of an effective combination of erosion and sediment control Best Management Practices (BMPs) listed in Table 6 of the Ventura County NPDES MS4 Permit. The Contractor shall develop and implement a Storm Water Pollution Control Plan (SWPCP).

3-12.6.2.2 *Construction Sites One Acre but Less Than 5 Acres.*

The Contractor shall ensure implementation of an effective combination of appropriate erosion and sediment control BMPs from Table 7 (BMPs at Construction sites 1 acre or greater but less than 5 acres) of the Ventura County NPDES MS4 Permit in addition to the ones identified in Table 6 (BMPs at Construction sites less than 1 acre) to prevent erosion and sediment loss, and the discharge of construction wastes. For all construction sites one acre or greater, the Contractor shall submit the SWPPP to the Agency for review and certification as the Local SWPPP.

3-12.6.2.3 *Construction Sites 5 Acres and Greater.*

The Contractor shall ensure implementation of an effective combination of the following BMPs in Tables 8 (BMPs at Construction sites 5 acres or greater) in addition to the ones identified in Table 6 (BMPs at Construction sites less than 1 acre) and Table 7 (BMPs at Construction sites 1 acre or greater but less than 5 acres) at all construction sites 5 acres and greater to prevent erosion and sediment loss, and the discharge of construction wastes. For all construction sites one acre or greater, the Contractor shall submit the SWPPP to the Agency for review and certification as the Local SWPPP.

3-12.6.2.4 *Enhanced Construction BMP Implementation.*

Construction sites located on hillsides, adjacent or directly discharging to CWA 303(d) listed waters for siltation or sediment, and directly adjacent to Environmentally Sensitive Areas are termed "high risk sites." Contractor shall implement enhanced practices that preclude impacts to water quality posed by the high risk sites.

Contractor shall ensure that high risk sites are inspected by the Qualified SWPPP Developer, Qualified SWPPP Practitioner, or Certified Professionals in Erosion and Sediment Control (CPESC) at the time of BMP installation, at least weekly during the wet season, and at least once each 24 hour period during a storm event that generates runoff from the site, to identify BMPs that need maintenance to operate effectively, that have failed or could fail to operate as intended.

During the wet season, the area of disturbance shall be limited to the area that can be controlled with an effective combination of erosion and sediment control BMPs. Enhanced sediment controls should be used in combination with erosion controls and should target portions of the site that cannot be effectively controlled by standard erosion controls described above. Effective sediment and erosion control BMPs proposed by the Contractor shall include the BMPs listed in Table 9 (Enhanced Construction BMP Implementation) of the NPDES MS4 Permit. The Contractor shall implement the BMPs listed in Table 9 unless shown unnecessary. Also, the Contractor shall retain records of the inspection and a determination and rationale of the BMPs selected to control runoff.

3-12.6.3 Plan.

3-12.6.3.1 Stormwater Pollution Control Plan.

The SWPCP, required for construction projects less than one acre, shall be prepared in accordance with the requirements of current Ventura County NPDES MS4 Permit No. CAS004002 and County Ordinance No. 4142.

3-12.6.3.2 Stormwater Pollution Prevention Plan.

The SWPPP, required for construction projects one acre or greater, shall be prepared in accordance with the requirements of the state's General Construction Permit NPDES Permit CAS000002, Ventura Countywide Stormwater Quality Management Program, NPDES MS4 Permit No. CAS004002, and County Ordinance No. 4142.

3-12.6.3.3 Best Management Practices.

The SWPCP/SWPPP shall identify potential pollutant sources on the construction site that may affect the quality of discharges, whether non-stormwater or stormwater, from the site and design the use and placement of water pollution control measures, BMPs, to effectively prohibit the entry of pollutants from the site into the storm drain system during construction. At a minimum, and depending on the size of the project area, the SWPCP/SWPPP will include all appropriate minimum BMPs as required by the Ventura Countywide Stormwater Quality Management Program, NPDES MS4 Permit No. CAS004002 (Tables 6 through 9). The SWPCP/SWPPP must utilize the measures recommended in the California Stormwater Quality Association (CASQA) Stormwater BMPs Handbook for Construction (January 2003 version until July 1, 2010 and 2009 version after July 1, 2010). Starting July 1, 2010 SWPPP shall be prepared by QSD as defined in the NPDES Permit CAS000002. The Contractor shall complete, sign and submit the SWPCP/SWPPP for review and final approval by the Project Engineer, prior to issuance of the Notice to Proceed as provided in 6-3.2.1.

3-12.6.3.4 SWPPP Approval.

For all construction projects one acre and greater, the Contractor shall submit the SWPPP to the Agency for review and certification as Local SWPPP in accordance with NPDES MS4 Permit No. CAS004002 prior to the Notice to Proceed as provided in 6-3.2.1.

3-12.6.4 Measures.

All water pollution control measures shall conform to the requirements of the submitted SWPCP/SWPPP. If circumstances during the course of construction require changes to the original SWPCP/SWPPP, a revised SWPCP/SWPPP shall be promptly submitted to the Project Manager in each instance. The SWPPP shall be amended or revised by QSD. A copy of the current SWPCP/SWPPP including revisions and amendments shall be kept at the site to ensure that field personnel have access to the current document, at all times. If measures being taken are inadequate to control water pollution effectively, the Project Manager may direct the Contractor to revise the operations and no further work shall be performed until adequate water pollution control measures are implemented. Effective September 2, 2011, implementation of the SWPPP shall be overseen by the Contractor's QSP as defined in the General Construction Permit NPDES No. CAS000002. All work installed by the Contractor in connection with the SWPCP/SWPPP but not specified to become a permanent part of the Work shall be removed and the site restored in so far as practical to its original condition prior to completion of the Work.

3-12.6.4.1 Post-Construction Standards.

Contractor shall ensure that applicable post-construction standards are implemented to meet applicable project requirements of the Ventura County NPDES MS4 Permit and General Construction Permit NPDES No. CAS000002 (effective September 2, 2012).

3-12.6.4.2 Active Treatment Systems.

Contractor shall comply with requirements of the General Construction Permit NPDES No. CAS000002 for active treatment systems as applicable.

3-12.6.5 Monitoring and Reporting.

3-12.6.5.1 Monitoring.

In accordance with the General Construction Permit NPDES No. CAS000002, the Contractor shall develop and implement monitoring program for Risk Level 2 and 3 sites. In addition, at Risk Level 3 sites, contractor shall perform receiving water monitoring to meet Permit requirements.

3-12.6.5.2 Reporting.

The Contractor shall ensure that all submittals and reports are prepared and submitted to the RWQCB in accordance with the applicable Permits. At minimum the reports will include Annual Report (for applicable projects due September 1st), Rain Event Action Plan (due 48 hrs prior to the rain event for the applicable projects), Numeric Action Levels (NAL) Exceedance Report (as required), Numeric Effluent Limitations (NELs) Violation Report (within 24 hours after NEL exceedance is identified). Contractor shall submit required reports to the Project Manager for review and approval prior to submittal to the RWQCB.

3-12.6.6 Dewatering Activities.

All dewatering activities shall be performed in accordance with applicable regulatory requirements issued by the Los Angeles Regional Water Quality Control Board, including specific requirements contained in the Waste Discharge Requirements (WDR) when issued for the Work.

Dewatering shall be performed by the Contractor when specifically required by the Plans or Specifications, and as necessary for construction of the Work. Dewatering shall be performed in conformance with all applicable local, state and Federal laws and permits issued by jurisdictional regulatory agencies. Permits necessary for treatment and disposal of accumulated water shall be obtained by the Contractor or the Agency as specified in the Special Provisions. Accumulated water shall be treated prior to disposal if so specified in the Special Provisions or required by a permit. The Contractor shall submit a Working Drawing and related supporting information detailing its proposed plan and methodology of dewatering and treatment and disposal of accumulated water.

The plan shall identify the location, type and size of dewatering devices and related equipment, the size and type of materials composing the collection system, the size and type of equipment to be used to retain and, if required, treat accumulated water, and the proposed disposal locations. If the proposed disposal location is a sanitary sewer, the Contractor shall submit to the Engineer written evidence of permission from the owner. If the proposed disposal location is a storm drain system or receiving body of water, the Contractor shall submit written evidence of permission from the owner of the storm drain system and, if not obtained by the Agency, original signed permits from jurisdictional regulatory agencies or written evidence that such permits are not required.

3-12.6.7 Payment.

The Contract lump sum price for water pollution control shall include full compensation for furnishing all labor, materials, tools, equipment, services and incidentals and for doing all work involved in water pollution control as specified herein. Payment for water pollution control will be made as the Work proceeds and is in compliance with the approved Water Pollution Control Plan, on the following basis.

Partial payment estimate (excluding mobilization & water pollution control payments) as a percentage of the original Contract price (excluding the mobilization & water pollution control Bid items).		Cumulative amount of water pollution control pay item earned is the lesser of the amounts as computed by these two columns.	
Equal to or greater than	Less than	Percentage of water pollution control pay item	Percentage of the original Contract total.
5	10	10	1
10	20	20	2
20	50	50	3
50	Completion of Work	75	5
Completion of Work		100	

Where no Bid item is provided for water pollution control, payment for water pollution control shall be considered to be included in the other Bid items.

3-12.7 Diversion, Control, and Removal of Water.

3-12.7.1 General.

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

3-12.7.2 Requirements.

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

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

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

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

3-12.7.3 Diversion and Control Works.

Prior to beginning of work involving diversion, control and removal of water, the Contractor shall submit a water control plan to the Engineer in accordance with 3-8.2. In the event circumstances during the course of construction require changes to the original water control plan, a revised water control plan shall be promptly submitted to the Engineer in each instance. No responsibility shall accrue to the Engineer or the Agency as a result of the plan or as a result of knowledge of the plan.

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

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

3-12.7.4 Payment.

No separate Bid item is included. Payment for this item of Work will be considered to be included in the payments made for other items of Contract Work to which water control is incidental.

3-12.8 Drainage Control.

The Contractor shall maintain drainage within and through the Work areas. Earth dams will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete or other acceptable material will be permitted when necessary to protect the Work, provided their use does not create a hazard or nuisance to the public. Such dams shall be removed from the site as soon as their use is no longer necessary.

3-12.9 Final Cleaning.

At the completion of the Work, the Contractor shall remove all waste materials and rubbish from and about the project, as well as all tools, construction equipment, temporary facilities, machinery, and surplus materials.

At completion of construction and just prior to final inspection, the Contractor shall thoroughly clean the interior and exterior of the buildings, including hardware, floors, roofs, sills, ledges, glass, or other surfaces where debris, plaster, paint, spots, and dirt or dust may have collected. All glass shall be washed clean and polished. Remove all grease, stains, labels, fingerprints, and other foreign materials from interior and exterior surfaces. Repair, patch, and touch up marred surfaces to match adjacent finishes.

The Contractor shall use only experienced workmen or professional cleaners for final cleaning. The Contractor shall use only cleaning materials recommended by the manufacturer of the surface to be cleaned and use cleaning materials only on surfaces recommended by the cleaning material manufacturer.

The Contractor shall broom-clean all paved surfaces and rake-clean other surfaces of grounds.

The Contractor shall replace air conditioning filters if units were operated during construction, and clean all ducts, blowers, and coils if air conditioning units were operated without filters during construction.

After cleaning, the Contractor shall maintain the building in a clean condition until it is accepted by the Agency.

3-13 RECYCLABLE CONSTRUCTION & DEMOLITION WASTES.

Ventura County Ordinance Code Section, 4421 et seq, requires that if any recyclable solid wastes or marketable reusable materials will be generated on the site of the Work within the unincorporated areas of Ventura County, the Contractor shall prepare a Construction & Demolition Debris Waste Diversion Plan and submit it to the Ventura County Public Works Agency, Water & Sanitation Department - Integrated Waste Management Division (IWMD). The Contractor shall prepare and file Construction & Demolition Debris Waste Diversion Reporting Forms as required by the IWMD.

For projects within the unincorporated areas of Ventura County, the Contractor shall submit an IWMD Form B-Recycling Plan approved by IWMD prior to issuance of the Notice to Proceed as provided in 6-3.2.1.

For projects within the unincorporated areas of Ventura County, the Contractor shall submit an IWMD Form C-Reporting Form approved by IWMD prior to the Engineer preparing the final estimate as provided in 7-3.2.

If the site of the Work is within an incorporated city, the Contractor shall comply with all the recycling, solid waste diversion, and hauling requirements of that incorporated city.

3-14 COMPLETION, ACCEPTANCE AND WARRANTY.

3-14.1 Completion and Acceptance.

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

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

3-14.2 Warranty and Correction.

3-14.2.1 Warranty.

The Contractor warrants to the Agency that materials and equipment furnished under the Contract will be new, unless otherwise specified in the Contract Documents, and of good quality, that the Work will be free from defects in materials and workmanship and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective by the Agency. This warranty excludes damage or defect caused by abuse (other than by the Contractor or those under the control of the Contractor), modifications not executed by the Contractor, or improper or insufficient maintenance. This warranty excludes normal wear and tear. Nothing in this warranty is intended to limit any manufacturer's warranty which provides the Agency with greater warranty rights.

3-14.2.2 Correction Period.

For a period of one (1) year from the date of acceptance of the Work by the Agency, the Contractor shall repair or replace any defective workmanship or materials or Work not in conformance with the Contract Documents after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such repair or replacement within the time specified in the notice, the Agency may perform the repair or replacement and the Contractor and the Contractor's sureties shall be liable for the cost thereof. The one (1) year period referenced in this section applies only to the Contractor's obligation to repair or replace defective workmanship or materials or Work not in conformance with the Contract Documents and is not intended to constitute a period of limitations for any other rights or remedies the Agency may have regarding the Contractor's other obligations under the Contract Documents.

3-14.3 No Waiver of Legal Rights.

The Agency shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and Acceptance of the Work and payment therefor from showing the true amount and character of the Work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate, or certificate is untrue or is incorrectly made, nor that the Work or materials do not in fact conform to the Contract.

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

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

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

3-14.4 Landscape Maintenance Period.

Final Acceptance of the Contract shall follow the satisfactory completion of all Contract Work, including the landscape maintenance period if one is specified.

3-14.5 Non-complying Work.

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

3-14.6 Written Warranties.

The Contractor shall obtain and deliver to the Engineer all written warranties required to be furnished by the Specifications. Each of such warranty shall be underwritten by the Contractor for the full period prescribed therein, and shall bear its endorsement to such effect.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL.

All materials, parts, and equipment furnished by the Contractor in the Work shall be new, high grade, and free from defects. Quality of work shall be in accordance with the generally accepted standards. Material and work quality shall be subject to the Engineer's approval.

Material and work quality not conforming to the requirements of the Specifications shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by the Contractor, at its expense, when so directed by the Engineer.

If the Contractor fails to replace any defective or damaged work or material after reasonable notice, the Engineer may cause such work or materials to be replaced. The replacement expense will be deducted from the amount to be paid to the Contractor.

Used or secondhand materials, parts, and equipment may be used only if permitted by the Specifications.

4-1.1 Materials Furnished by Agency.

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

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

4-2 PROTECTION.

The Contractor shall provide and maintain storage facilities and employ such measures as will preserve the specified quality and fitness of materials to be used in the Work. Stored materials shall be reasonably accessible for inspection. The Contractor shall also adequately protect new and existing work and all items of equipment for the duration of the Contract.

The Contractor shall not, without the Agency's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the Contract.

4-3 INSPECTION.

4-3.1 General.

Unless otherwise specified, inspection is required at the source for asphalt concrete pavement mixtures, structural concrete, metal fabrication, metal casting, welding, concrete pipe manufacture, protective coating application, and similar shop or plant operations. Additional materials and fabricated items which require inspection at the source shall be as specified in the Special Provisions.

Steel pipe in sizes less than 18 inches, vitrified clay and cast iron pipe in all sizes are acceptable upon certification as to compliance with the Specifications, subject to sampling and testing by the Agency. Standard items of equipment such as electric motors, conveyors, elevators, plumbing fixtures, etc., are subject to inspection at the Work site only. Special items of equipment such as designed electrical panel boards, large pumps, sewage plant equipment, etc., are subject to inspection at the source, normally only for performance testing. The Specifications may require inspection at the source for other items not typical of those listed in this section.

4-3.2 Inspection by the Agency.

The Agency will provide all inspection and testing laboratory services within 50 miles of the geographical limits of the Agency. Inspection and testing laboratory services beyond this radius or outside the continental United States shall be provided by the Contractor and approved by the Engineer.

4-3.3 Inspection of Materials Not Locally Produced.

When the Contractor intends to purchase materials, fabricated products, or equipment from sources located more than 50 miles outside the geographical limits of the Agency, an inspector or accredited testing laboratory (approved by the Engineer), shall be engaged by the Contractor at its expense, to inspect the materials, equipment, or process. This approval shall be obtained before producing any material or equipment. The inspector or representative of the testing laboratory shall evaluate the materials for conformance with the Plans and Specifications. The Contractor shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by the approved agent. Approval by said agent shall not relieve the Contractor of responsibility for complying with the Contract requirements.

4-4 TESTING.

Before incorporation in the Work, the Contractor shall submit samples of materials, as the Engineer may require, at no cost to the Agency. The Contractor, at its own expense, shall deliver the materials for testing to the place and at the time designated by the Engineer. Unless otherwise provided, all initial testing and a reasonable amount of retesting shall be performed under the direction of the Engineer, and at no expense to the Contractor. If the Contractor is to provide and pay for testing, the Specifications will so state.

The Contractor shall notify the Engineer in writing, at least 15 Days in advance, of its intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The notice shall name the proposed supplier and source of material.

If the notice of intent to use is sent before the materials are available for testing or inspection, or is sent so far in advance that the materials on hand at the time will not last but will be replaced by a new lot prior to use on the Work, it will be the Contractor's responsibility to re-notify the Engineer when samples which are representative may be obtained.

Third party independent testing and quality control testing shall be performed in United States.

4-5 CERTIFICATE OF COMPLIANCE.

The Engineer may require certificates of compliance with the Specifications for materials or manufactured items produced outside of the Work site. Such certificates will not relieve the Contractor from the requirements of providing material and manufactured items complying with the Specifications even though they have been incorporated into the Work.

The Engineer may waive materials testing requirements of the Specifications and accept the manufacturer's written certification that the materials to be supplied meet those requirements. Materials test data may be required as part of the certification.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material into the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection by the Engineer whether in place or not.

4-6 TRADE NAMES.

The Contractor may supply any of the materials specified or offer an equivalent. The Engineer shall determine whether the material offered is equivalent to that specified. Adequate time shall be allowed for the Engineer to make this determination.

Whenever any particular material, process, or equipment is indicated by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words or equal. A listing of materials is not intended to be comprehensive, or in order of preference. The Contractor may offer any material, process, or equipment considered to be equivalent to that indicated. The substantiation of offers shall be submitted as provided in the Contract Documents.

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

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

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

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

4-6.1 Compatibility with Design.

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

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

4-6.2 Trade Names Listed.

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

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

4-7 WEIGHING AND METERING EQUIPMENT.

Scales and metering equipment used for proportioning materials shall be inspected for accuracy and certified within the past 12 months by the State of California Department of Food and Agriculture, Division of Measurement Standards, Registered Service Agency.

The accuracy of the work of a scale service agency, except as stated herein, shall meet the standards of the Business and Professions Code and the Code of Regulations pertaining to weighing devices. A Certificate of Compliance shall be presented, prior to operation, to the Engineer for approval and shall be renewed whenever required by the Engineer at no cost to the Agency.

Scales shall be arranged so they may be read easily from the operator's platform or area. They shall indicate the true net weight without the application of any factor. The figures of the scales shall be clearly legible. Scales shall be accurate to within 1 percent when tested with the plant shut down. Weighing equipment shall be so insulated against vibration or moving of other operating equipment in the plant area that the error in weighing with the entire plant running will not exceed 2 percent for any setting nor 1.5 percent for any batch.

4-8 CALIBRATION OF TESTING EQUIPMENT.

Testing equipment, such as, but not limited to pressure gages, metering devices, hydraulic systems, force (load) measuring instruments, and strain- measuring devices shall be calibrated by a testing agency acceptable to the Engineer at intervals not to exceed 12 months and following repairs, modification, or relocation of the equipment. Calibration certificates shall be provided when requested by the Engineer.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-1 LAWS AND REGULATIONS.

The Contractor shall keep itself fully informed of State and national laws and County and municipal ordinances and regulations which in any manner affect those employed in the Work or the materials used in the Work or in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with such laws, ordinances, and regulations.

5-1.1 Mined Materials.

Mined material from California surface mines, used on the Work, shall be from a mine identified in the list published by the California Department of Conservation (referred to as 3098 List), as required by Public Contract Code 20676. This list is available on the Internet at:

<https://filerequest.conservation.ca.gov/RequestFile/79092>

5-2 SPECIAL NOTICES.

When specified or directed by the Engineer, any notice required to be served in accordance with this subsection shall be in writing, dated, and signed by the Contractor or the Engineer. Such notices shall be served by any of the following methods:

- a) Personal delivery with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or
- b) Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Agency may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided the notice that was sent by regular mail is not returned.

5-3 LABOR.

5-3.1 General.

The Contractor, its agents, and employees shall be bound by and comply with applicable provisions of the Labor Code and Federal, State, and local laws related to labor.

Any worker found by the Engineer to be incompetent, intemperate, troublesome, disorderly, or otherwise objectionable, or who fails to perform the Work properly and acceptably, shall be immediately removed from the Work site by the Contractor and shall not be reemployed in the performance on the Work.

5-3.1.1 Special Qualifications.

Where the Engineer determines certain portions of the Work require experience, training, certification or other special qualifications that may not be possessed by the average

journeyperson, such portions of the Work will be specifically identified in the Special Provisions and the special qualifications identified.

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

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

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

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

5-3.2 Prevailing Wages.

Pursuant to Section 1773.2 of the Labor Code, the current prevailing rate of per diem wages at the time of the Bid as determined by the Director of the Department of Industrial Relations (DIR) are on file at the office of the Engineer. The Contractor shall post a copy of these rates at the Work site. Pursuant to Section 1774 of the Labor Code, the Contractor and any Subcontractors shall pay not less than the specified prevailing rates of wages to workers employed on the Contract. If the Contract is Federally-funded, the Contractor and any Subcontractors shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor. Pursuant to Section 1775 of the Labor Code, the Contractor and any Subcontractors, shall, as a penalty to the Agency, forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates. The project is subject to the compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). The contractor is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code section 1771.4, subdivision (a)(2). The Contractor and each Subcontractor, if any, must be registered with the DIR pursuant to Labor Code section 1725.5 and section 1771.1. The Contractor and each Subcontractor, if any, must submit certified payrolls to the Labor Commissioner pursuant to Labor Code 1771.4.

5-3.3 Payroll Records.

Pursuant to Section 1776 of the Labor Code the Contractor and each Subcontractor, if any, shall keep, make available, and submit to the Engineer within ten (10) days of receipt of a written request, certified payroll records. Pursuant to Labor Code section 1776, subsection (h), the Contractor and each Subcontractor, if any, shall, as a penalty to the Agency, forfeit the prescribed amount for each calendar day, or portion thereof, for each worker, the Contractor and each Subcontractor, if any, fails to comply with that subsection until strict compliance is effectuated. The Contractor and each Subcontractor, if any, waives any right to any notice or hearing on the forfeiture of such penalties pursuant to Labor Code sections 1726 or 1771.6. The contractor shall

include this requirement in its subcontracts as required to make this paragraph effective as to each Subcontractor. Upon written request, the Contractor shall withhold penalties forfeited by a Subcontractor pursuant to Labor Code section 1776.1 subsection (h), and this paragraph from payment due to such Subcontractor and remit such penalties withheld to the Agency.

5-3.4 Hours of Labor.

Pursuant to Section 1810 of the Labor Code, 8 hours of labor shall constitute a legal day's work. Pursuant to Section 1813 of the Labor Code, the Contractor and any Subcontractors, shall, as a penalty to the Agency, forfeit the prescribed amount per calendar day for each worker required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any 1 calendar week without being compensated in accordance with Section 1815.

Contractor and each Subcontractor, if any, waives any right to any notice or hearing on the forfeiture of such penalties pursuant to Labor Code sections 1726 and 1771.6. Contractor shall include terms in its subcontracts as required to make this paragraph effective as to each Subcontractor. Upon written request, Contractor shall withhold penalties forfeited by a Subcontractor pursuant to Labor Code section 1813 and this paragraph from payments due to such Subcontractor and remit such penalties withheld to the Agency.

5-3.5 Apprentices.

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

5-3.6 Contractors' Duties Concerning Labor Code Compliance.

As required by Labor Code 1775(b)(1), Labor Code Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 are required to be included in the contract between the Contractor and subcontractors. The Contractor agrees to comply with these sections and all remaining provisions of the Labor Code.

5-4 INSURANCE.

5-4.1 General.

5-4.1.1 Independence of Contractor.

It is understood and agreed that Contractor is, at all times, an independent contractor and that no relationship of employer-employee exists between the parties hereto.

Contractor will not be entitled to any benefits payable to employees of County, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. County is not required to make any tax or benefit deductions from the compensation payable to Contractor under the provisions of this Agreement. As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement.

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

5-4.1.2 Indemnification and Hold Harmless Clause.

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

The Agency will notify the Contractor of the receipt of any third-party claims.

5-4.1.3 Contamination and Pollution.

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

5-4.2 Insurance Requirements.

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

5-4.2.1 Workers' Compensation Insurance.

5-4.2.1.1 Coverage.

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

5-4.2.1.2 Certification.

Before execution of the Contract by Agency, Contractor shall file with the Engineer the following signed certification:

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

5-4.2.2 Commercial General Liability Insurance.

5-4.2.2.1 *Minimum Limits and Scope; Insurance Classes.*

"Occurrence" coverage in the minimum amount of:

Coverage Class	Coverage
L-A	\$ 1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$1,000,000 aggregate
L-B	\$ 1,000,000 CSL bodily injury and property damage each occurrence and \$2,000,000 aggregate
L-C	\$ 5,000,000 CSL bodily injury and property damage each occurrence and \$5,000,000 aggregate
L-D	\$ 10,000,000 CSL bodily injury and property damage each occurrence and \$10,000,000 aggregate

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

If Contractor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for 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 Agency.

Coverages shall include premises/operations; products/completed operations; independent contractors; underground, explosion and collapse hazards; personal and advertising injury; broad form property damage; and broad form blanket contractual.

5-4.2.2.2 *Coverage Exceptions.*

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

5-4.2.2.3 *Excess Liability Policies.*

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

5-4.2.3 Commercial Automobile Liability Insurance.

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

5-4.2.4 Property Insurance.

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

Contractor is responsible for delivering to Agency Work completed in accordance with the Contract except as provided in 5-4.2.4.1. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced by Contractor in accordance with the requirements of the Plans and Specifications without additional expense to Agency.

5-4.2.4.1 *Acts of God.*

As provided in Section 7105 of the California Public Contract Code, the Contractor shall not be responsible for the cost of repairing or restoring damaged portions of the Work determined to have been proximately caused by an act of God in excess of 5 percent of the contracted amount, provided that the Work damaged was built in accordance with accepted and applicable building standards and the Specifications and Drawings. The Contractor shall obtain insurance to indemnify the Agency for any damage to the Work caused by an act of God if the premium of said insurance coverage is called for as a separate bid item in the bidding schedule for the Work. For purposes of this section, the term "acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, and tidal waves.

5-4.3 *Other Insurance Provisions.*

5-4.3.1 *Insurance Company Qualifications.*

All insurance required shall be issued by (a) an admitted company or admitted companies authorized to transact business in the State of California which have a BEST rating of B+ or higher and a Financial Size Category (FSC) of VII or larger or (b) a California approved Surplus Line carrier or carriers which have a BEST rating of A or higher and a Financial Size Category (FSC) of VII or larger.

Workers compensation insurance not meeting the above requirements but meeting all other requirements of the specifications, will be accepted.

5-4.3.2 *Primary Coverage.*

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

5-4.3.3 *Aggregate Limits Exceeded.*

Agency shall not be notified immediately if any aggregate insurance limit is exceeded. Contractor shall purchase additional coverage to meet requirements.

5-4.3.4 *Liability in Excess of Limits.*

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

5-4.3.5 *Additional Insured Endorsements.*

The Agency, the County of Ventura (if not defined as Agency) and all special Districts governed by the County of Ventura Board of Supervisors, and their officials, employees, and volunteers shall be named as Additional Insured as respects Work done by or on behalf of Contractor under the Contract on all policies required (except workers' compensation). With respect to Contractor's commercial general Liability insurance, Additional Insured coverage shall include both ongoing and completed operations.

5-4.3.6 Waiver of Subrogation Rights.

Contractor agrees to waive all rights of subrogation against the Agency, the County of Ventura, including its boards, and all special Districts governed by the Board of Supervisors, for losses arising directly or indirectly from the activities or Work performed by Contractor under the Contract (applies only to Workers' Compensation and Commercial General Liability).

5-4.3.7 Cancellation Notice Required.

In the case of policy cancellation, Agency shall be notified by the insurance company or companies as provided for in the policy. Contractor shall notify Agency of any and all policy cancellations within three working days of the cancellation.

5-4.3.8 Documentation Required.

Prior to execution of the Contract by Agency, Contractor shall provide Agency with Certificates of Insurance for all required coverages (see Appendix A for example), all required endorsement(s) and a copy of its course of course insurance policy.

It is the responsibility of Contractor to confirm that all terms and conditions of Section 5-4.2 Insurance Requirements are complied with by any and all subcontractors that Contractor may use in the completion of the Contract.

5-5 ANTITRUST CLAIMS.

Pursuant to Section 7103.5 of the Public Contract Code:

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding 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 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, services, or materials pursuant to the public works contract or subcontract. The assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

5-6 PATENT FEES OR ROYALTIES.

The Contractor shall absorb in its Bid the patent fees or royalties on any patented article or process furnished or used in the Work. The Contractor shall indemnify and hold the Agency harmless from any legal action that may be brought for infringement of patents.

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General.

The Contractor shall provide safety measures as necessary to protect the public and workers within, or in the vicinity of, the Work site. The Contractor shall ensure that its operations will not create safety hazards. The Contractor shall provide safety equipment, material, and assistance to Agency personnel so that they may properly inspect all phases of the Work. When asbestos is being removed, the requirements of the CCR Title 8, Div. 1, Chapter 4, Subchapter 4 and Subchapter 7 shall be implemented.

5-7.1.2 Work Site Safety Official.

The Contractor shall designate in writing a "Project Safety Official" who shall be at the Work site at all times, and who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Project Safety Official shall be available, at all times, to abate any potential safety hazards and shall have the authority and responsibility to shut down an unsafe operation, if necessary.

5-7.2 Safety Orders.

5-7.2.1 General.

The Contractor shall have at the Work site, copies or suitable extracts of Construction Safety Orders, Tunnel Safety Orders, and General Industry Safety Orders issued by the State Division of Industrial Safety. Prior to beginning any excavation 5 feet in depth or greater, the Contractor shall submit to the Engineer, the name of the "Competent Person" as defined in CCR, Title 8, Section 1504, in accordance with 3-8. The "Competent Person" shall be present at the Work site as required by Cal-OSHA.

5-7.2.2 Shoring Plan.

Before excavating any trench 5 feet or more in depth, the Contractor shall submit in accordance with 3-8.2 a detailed working drawing (shoring plan) showing the design of the shoring, bracing, sloping, or other provisions used for the workers' protection. If the shoring plan varies from the shoring system standards, the shoring plan shall be prepared by a registered Structural or Civil Engineer. The shoring plan shall accommodate existing underground utilities. No excavation shall start until the Engineer has accepted the shoring plan and the Contractor has obtained a permit from the State Division of Industrial Safety. A copy of the permit shall be submitted to the Engineer in accordance with 3-8.2. If the Contractor fails to submit a shoring plan or fails to comply with an accepted shoring plan, the Contractor shall suspend work at the affected location(s) when directed to do so by the Engineer. Such a directive shall not be the basis of a claim for Extra Work and the Contractor shall not receive additional compensation or Contract time due to the suspension.

5-7.2.3 Payment.

Payment for shoring shall be included in the Bid item provided therefor. Payment for compliance with the provisions of the safety orders and all other laws, ordinances, and regulations shall be included in the various Bid items.

5-7.3 Use of Explosives.

Explosives may be used only when authorized in writing by the Engineer, or as otherwise specified in the Special Provisions.

Explosives shall be handled, used, and stored in accordance with all applicable regulations. Prior to blasting, the Contractor shall comply with the following requirements:

- a) The jurisdictional law enforcement agency shall be notified 24 hours in advance of blasting.
- b) The jurisdictional fire department shall be notified 24 hours in advance of blasting.
- c) Blasting activities and schedule milestones shall be included in the Contractor's construction schedule per 6-1.

For a Private Contract, specific permission shall be obtained from the Agency in writing, prior to any blasting operations in addition to the above requirements.

The Engineer's approval of the use of explosives shall not relieve the Contractor from liability for claims caused by blasting operations.

5-7.4 Hazardous Substances.

An MSDS as described in CCR, Title 8, Section 5194, shall be maintained at the Work site for all hazardous material used by the Contractor. Material usage shall be accomplished with strict adherence to California Division of Industrial Safety requirements and all manufacturer warnings and application instructions listed on the MSDS and on the product container label. The Contractor shall notify the Engineer if a specified product cannot be used under safe conditions.

5-7.5 Confined Spaces.

5-7.5.1 Confined Space Entry Program (CSEP).

The Contractor shall be responsible for implementing, administering and maintaining a CSEP in accordance with CCR, Title 8, Sections 5156, 5157 and 5158.

Prior to the start of the Work, the Contractor shall prepare and submit a CSEP in accordance with 3-8.4. The CSEP shall address all potential physical and environmental hazards and contain procedures for safe entry into confined spaces such as the following:

- a) Training of personnel
- b) Purging and cleaning the space of materials and residue
- c) Potential isolation and control of energy and material inflow
- d) Controlled access to the space
- e) Atmospheric testing of the space
- f) Ventilation of the space
- g) Special hazards consideration
- h) Personal protective equipment
- i) Rescue plan provisions

The submittal shall include the names of the Contractor's personnel, including each Subcontractor's personnel, assigned to the Work that will have CSEP responsibilities, their CSEP training, and their specific assignment and responsibility in carrying out the CSEP.

5-7.5.2 Permit-Required Confined Spaces.

Entry into permit-required confined spaces as defined in CCR, Title 8, Section 5157 may be required as a part of the Work. Manholes, tanks, vaults, pipelines, excavations, or other enclosed or partially enclosed spaces shall be considered permit-required confined spaces until the pre-entry procedures demonstrate otherwise. The Contractor shall implement a permit-required CSEP prior to performing any work in a permit-required confined space. A copy of the permit shall be available, at all times, for review by the Contractor and the Engineer at the Work site.

5-7.5.3 Payment.

Payment for the CSEP shall be included in the Bid items for which the CSEP is required.

5-7.6 Flood Lighting.

5-7.6.1 General.

When work is being performed during hours of darkness, as defined in Division 1, Section 280, of the California Vehicle Code, flood lighting shall be used to illuminate the Work site, flagger stations, equipment crossings and other hazardous areas. Flood lighting shall provide visibility for a distance of 1/2 mile. Flood lights shall not shine directly into the view of oncoming traffic.

5-7.6.2 Payment.

No separate or additional payment will be made for flood lighting. Payment shall be included in the Contract Unit Price or lump sum price in the Bid for the various Bid items.

5-7.7 Security and Protective Devices.

5-7.7.1 General.

Security and protective devices shall consist of fencing, steel plates, or other devices as specified in the Special Provisions to protect open excavations.

5-7.7.2 Security Fencing.

The Contractor shall completely fence open excavations. Security fencing shall conform to 304-5. Security fencing shall remain in place unless workers are present and construction operations are in progress during which time the Contractor shall provide equivalent security.

5-7.8 Steel Plate Covers.

5-7.8.1 General.

The Contractor shall provide, install, and maintain steel plate covers as necessary to protect from accidental entry into openings, trenches, and excavations.

Surfaces exposed to pedestrian or vehicular traffic shall be non-skid.

5-7.8.2 Thickness.

Steel plate covers shall conform to Table 5-7.8.2.

TABLE 5-7.8.2

Trench Width	Steel Plate Cover Thickness
Less than 10" (250 mm)	1/2" (12.5 mm)
10" (250 mm) to 1'-11" (580 mm)	3/4" (19 mm)
2' (600 mm) to 2'-7" (790 mm)	7/8 " (22 mm)
2'-8" (820 mm) to 3'-5" (1040 mm)	1" (25 mm)
3'-6" (1070 mm) to 5'-3" (1600 mm)	1-1/4" (32 mm)
More than 5'-3" (1600 mm)	See Note 1

Notes:

The Contractor shall submit a Working Drawing and calculations based on AASHTO H20-44 bridge loading.

5-7.8.3 Installation.

Steel plate covers shall:

- a) be secured against movement by use of a holding device,
- b) be installed in such a manner as to minimize noise creation when driven over, and
- c) extend a minimum of 1 foot (300 mm) beyond trench edges.

Unless otherwise specified in the Special Provisions, steel plate covers shall be installed using either Method 1 or 2.

- d) Method 1. For posted speeds more than 40 miles per hour (64 km/hour), the pavement shall be cold milled to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate. Method 1 may also be used for speeds less than 40 miles per hour (64 km/hour).
- e) Method 2. For posted speeds less than 40 miles per hour (64 km/hour), the approach plate(s) and ending plate (in longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels drilled at the corners of the plate and drilled 2 inches (50 mm) into the pavement. Subsequent plates may be butted next to each other. When the steel plates are removed, the dowel holes shall be backfilled.

When Method 2 is used, temporary asphalt concrete (D2-SC 800) shall be used to construct tapers from the steel plate surface to the surface of the existing roadway as follows:

- f) for vehicular traffic, with a 4-inch (100 mm) run for each 1 inch (25 mm) thickness of steel plate.
- g) for bike paths or routes, with an 8-inch (200 mm) run for each 1 inch (25 mm) thickness of steel plate.
- h) the pedestrian way, including crosswalks, shall be placed with a 12-inch (300 mm) run for each 1 inch (25 mm) thickness of steel plate if the plate is installed per Method 2.

Advance traffic warning signs shall be installed as specified in the Special Provisions or shown on the TCP.

5-7.8.4 Payment.

Unless otherwise specified in the Special Provisions, no separate or additional payment will be made for steel plate covers. Payment shall be included in the Contract Unit Price or lump sum price in the Bid for the various Bid items that require steel plate covers.

5-8 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall be responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property.

The Contractor shall repair or replace all existing improvements within the right-of-way which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of its operations. When a portion of a sprinkler system within the right-of-way must be removed, the remaining lines shall be capped. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

Maintenance of street and traffic signal systems that are damaged, temporarily removed or relocated shall be done in conformance with 307-1.5.

Trees, lawns, and shrubbery that are not designated to be removed shall be protected from

damage or injury. If damaged or removed because of the Contractor's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. Lawns shall be reseeded and covered with suitable mulch.

The Contractor shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers and other improvements which are designated for removal and would be destroyed because of the Work.

All costs to the Contractor for protecting, removing, and restoring existing improvements shall be absorbed in its bid.

In existing buildings, all surfaces, equipment, furniture, and other property shall be protected from loss or damage by or as result of the Contractor's operations. The Contractor shall replace damaged property or shall repair and restore it to its previous condition. Patching, painting, replacement of wall, ceiling and floor covering and similar Work shall be done in such a manner that the repaired Work will not be readily noticeable.

5-9 PUBLIC CONVENIENCE AND SAFETY.

5-9.1 Access.

5-9.1.1 General.

The Contractor's operations shall cause no unnecessary inconvenience to the public or businesses in the vicinity of the Work. The Contractor shall have no greater length or quantity of Work under construction than can be properly prosecuted with a minimum of inconvenience to the public and other contractors engaged in adjacent or related work.

The Contractor shall provide continuous and unobstructed access to the adjacent properties unless otherwise specified in the Special Provisions or approved by Engineer. Work requiring traffic lane closures shall only be performed between the hours specified in the Special Provisions or shown on the TCP. Traffic shall be permitted to pass through the Work site, unless otherwise specified in the Special Provisions or shown on the TCP.

5-9.1.2 Vehicular Access.

Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access. If backfill has been completed to the extent that safe access may be provided and the street is opened to local traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access.

5-9.1.3 Pedestrian Access.

Safe, adequate, and ADA compliant pedestrian access shall be maintained unless otherwise approved by the Engineer.

5-9.2 Traffic Control.

5-9.2.1 General.

Work area traffic control shall conform to the California MUTCD, WATCH, or as specified in the Special Provisions. The total length of the traffic control zone shall include a buffer space, advance signing, striping transitions in advance of the Work site, existing striping, signing, and raised medians.

5-9.2.2 Traffic Control Plan.

If so specified in the Special Provisions or on the permit, the Contractor shall submit a TCP in accordance with 3-8.2. The sheets of the TCP shall display the title, phase identification, name of the firm preparing the TCP, name and stamp of the Registered Traffic or Civil Engineer, approval block for each jurisdictional agency, north arrow, sheet number, and number of sheets comprising the TCP. General notes and symbol definitions shall be included when required. Adequate dimensioning shall be provided to allow for proper field installation. The TCP shall be drawn to a 1 inch = 40 feet scale on common size sheets, either 8-1/2 inches x 11 inches, 8-1/2 inches x 14 inches, 11 inches x 17 inches, or 2-foot x 3-foot plan sheets as dictated by the length of the Work.

The requirements in the Special Provisions shall govern the design of the proposed TCP.

5-9.2.3 Payment.

Payment for preparation of the TCP shall be included in the appropriate lump sum Bid items. If no Bid items have been provided, payment shall be included in the various Bid items unless otherwise specified in the Special Provisions.

5-10 LOSS OR DAMAGE TO THE WORK.

The Contractor is responsible for delivering to the Agency Work completed in accordance with the Contract except as provided in 5-4.2.4.1. Should the Work being constructed be damaged by fire or other causes before Acceptance by the Agency, it shall be replaced in accordance with the requirements of the Plans and Specifications without additional expense to the Agency. The Agency does not carry "Course of Construction" insurance on the Work. Contractor should arrange for its own insurance to protect its interests.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

6-1.1 Construction Schedule.

The requirements of this section concerning submission of construction schedules shall not apply to projects where the time allowed to complete the Work is less than 25 Working Days or the total Contract Price bid is less than \$75,000 unless required by the special provisions.

The Contractor shall submit a construction schedule concurrently with the submittal of signed Contract, Contract bonds, and certificate of insurance. The Notice to Proceed will be delayed until the schedule is received. See 6-3.2.1.

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

The construction schedule shall be in the form of a Construction Element vs. Time Chart as shown in Appendix B-1 and a Work Complete vs. Time Chart as shown in Appendix B-2.

The B-1 Chart shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and completion dates of various activities, submittal of shop drawings to the Engineer for approval, procurement of materials, and scheduling of equipment. The B-1 Chart shall recognize the requirements of 6-4.1.1. The B-1 Chart shall reflect obtaining all materials and completing all Work under the Contract within the specified time and in accordance with these Specifications. If the Contractor intends to complete the Work prior to the time for completion, the intended date of completion shall be set forth in the B-1 Chart and the Contractor shall execute a Contract Change Order that changes the number of Working Days allowed for completion to conform with such intended completion date. The Change Order shall not change the Contract Price.

The Contractor may submit a computer generated schedule in lieu of the forms in Appendix B-1 and B-2, provided all of the elements shown on that form or specified herein are included.

An updated construction schedule shall be submitted prior to the next progress payment closure date whenever the actual percent Work complete versus percent time elapsed curve falls below and to the right of the dotted line shown on Appendix B-2.

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

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

The construction schedule shall be prepared as follows (see Appendices C-1 and C-2):

1. On the B-1 Chart:
 - a. Enter the project name and Specification No. and the Contractor's name.
 - b. List the items of Work either individually or combined where items are part of the same element of the Work.
 - c. Assign a value for each horizontal space plotting interval in Working Days as follows: 1 working day for total Contract time of less than 100 working days, 2 for 100 to 200 working days and 5 for longer projects. Enter the value used in the space provided in the

lower part of the form.

- d. At the end of performance time draw a vertical line and label it "End Performance Time". Enter numbers at 10 times the plotting interval at the top of intermediate vertical lines.
 - e. Shade in a bar in the upper segmented section for each work item to indicate the period during which Work will be performed. Move-in time and delivery time for materials shall be shown if significant to the schedule.
2. On the B-2 Chart:
- a. Enter the project name and Specification No. as shown on the notice inviting bids.
 - b. At time intervals of 10 or 20 working days:
 - (1) Compute the cumulative dollar value of Work which is expected to be completed for each item of Work, including the value of the completed portion of lump-sum items.
 - (2) Divide the values computed in "b(1)" by the Total Contract Price to determine the percentage of the entire Contract planned for completion at the end of each time interval.
 - (3) Divide the days of performance time at the end of each time interval by the total Contract performance time to obtain the percentage of elapsed performance time.
 - c. Plot each percentage of completion value figure computed in "b(2)" against the corresponding percentage of completion time computed in "b(3)" using scales on the bottom and left side of chart.
 - d. Connect points plotted in "c" with a line which will show the planned progress for the entire job.

If the proposed percent Work complete versus percent time elapsed line falls below and to the right of the dotted line drawn on the B-2 Chart, the Contractor shall provide sufficient information and backup to show that the Work can be completed on time.

6-1.2 Commencement of the Work.

6-1.2.1 Beginning of Work.

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

6-1.2.2 Starting Work.

The Contractor may start work at any time after the Notice to Proceed is issued but work shall begin within 15 Days after the starting date for the Contract, or at such other time as may be indicated in the Special Provisions. The actual date on which the Contractor starts work will not affect the required time for completion as provided for in 6-3.

6-1.2.3 Work Sequence.

If required by the Special Provisions, the Contractor shall start construction operations on that part of the Work designated by the Engineer.

6-1.2.4 Resources Required.

The Work shall be conducted in such a manner and with sufficient materials, equipment, and labor to insure its completion in accordance with the Plans and Specifications within the time set forth in the Contract.

6-2 PROSECUTION OF THE WORK.

To minimize public inconvenience and possible hazard and to restore street and other work areas to their original condition and state of usefulness as soon as practicable, the Contractor shall diligently prosecute the Work to completion. If the Engineer determines that the Contractor is failing to prosecute the Work to the proper extent, the Contractor shall, upon orders from the Engineer, immediately take steps to remedy the situation. Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Engineer, the Engineer may suspend the Work in whole or part, until the Contractor takes said steps.

If the Work is suspended through no fault of the Agency, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor. If the Contractor fails to properly provide for public safety, traffic, and protection of the Work during periods of suspension, the Agency may elect to do so, and deduct the cost thereof from monies due the Contractor. Such actions will not relieve the Contractor from liability.

6-3 TIME OF COMPLETION.

6-3.1 General.

The Contractor shall complete the Work within the time set forth in the Contract. The Contractor shall complete each portion of the Work within such time as set forth in the Contract for such portion. Unless otherwise specified, the time of completion of the Contract shall be expressed in Working Days.

6-3.2 Contract Time Accounting.

The Engineer will make a daily determination of each Working Day to be charged against the Contract time. These determinations will be discussed and the Contractor will be furnished a periodic statement showing the allowable number of Working Days of Contract time, as adjusted, at the beginning of the reporting period. The statement will also indicate the number of Working Days charged during the reporting period and the number of Working Days of Contract time remaining. If the Contractor does not agree with the statement, the Contractor must file a written protest within 15 Days after receipt, setting forth the facts of the protest. Otherwise, the statement will be deemed to have been accepted.

6-3.2.1 Starting Date for Contract Time and Notice to Proceed.

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

6-3.2.2 Contractor's Work Hours.

6-3.2.2.1 *Working Hours Limitations.*

Except as otherwise specified, no work shall be performed by the Contractor at the Work site between the hours of 7:00 p.m. and 7:00 a.m. the following day, nor shall work be performed on Saturdays, Sundays or holidays listed in 6-3.2.3.1.

6-3.2.2.2 *Regular Work Schedule.*

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

6-3.2.2.3 *Exceptions.*

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

The limitations of this section shall not apply where work at times other than allowed by 6-3.2.2.1 and 6-3.2.2.2 is necessary in order to make utility connections or is required by other provisions contained in these Specifications in order to perform the work in the manner specified. In these cases, the Contractor shall obtain prior written approval of the Engineer at least two Days in advance of performing the work.

6-3.2.3 Working Day.

A Working Day is any day within the period between the start of the Contract time as defined in 6-3.2.1 and the date provided in the Contract for completion or upon field acceptance by the Engineer of all Work provided for in the Contract, whichever occurs first, other than:

1. Saturday,
2. Sunday,
3. any day designated as a holiday by the Agency,
4. any other day designated as a holiday in a Master Labor Agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a Contractor Association,
5. any day the Contractor is prevented from working at the beginning of the workday for cause as defined in 6-4.1,
6. any day the Contractor is prevented from working during the first 5 hours of the workday with at least 60 percent of the normal work force for cause as defined in 6-4.1.

6-3.2.3.1 Holidays.

Solely for the purposes of paragraph (3) of 6-3.2.3, the following days are designated as holidays by the Agency.

MONTH	A AGENCY EMPLOYEE HOLIDAYS	B OTHER DESIGNATED HOLIDAYS
January	1st day; 3rd Monday	None
February	3rd Monday	12th day
March	None	31st day
March-April	None	One Friday between March 21 and April 23 designated as Good Friday
May	Last Monday	None
June	19 th day	None
July	4 th day	None
August	None	None
September	1 st Monday	9 th day
October	None	2 nd Monday
November	11 th day; 4 th Thursday; The Friday following the 4 th Thursday	The Friday following the 4 th Thursday
December	25 th day	23 rd day, only if Thursday or Friday; 24 th day; 31 st day

If any day listed above falls on Saturday, the preceding Friday is the holiday. If any day listed above falls on Sunday, the succeeding Monday is the holiday.

No extra holiday shall result when such Friday or Monday is already designated as a holiday.

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

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

6-3.2.3.2 Landscape Maintenance Period.

Where a landscape maintenance period is specified, the portion of the time in such period that follows the completion of all other Work required by the Contract shall not be Working Days for Contract time accounting.

6-4 DELAYS AND EXTENSIONS OF TIME.

6-4.1 General.

If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays, except as provided in 6-4.3. Such unforeseen events may include war, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment or labor, required Extra Work, or other specific events as may be further described in the Specifications.

No extension of time will be granted for a delay caused by the Contractor's inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

If delays beyond the Contractor's control are caused by events other than those mentioned above, but substantially equal in gravity to those enumerated, and an extension of time is deemed by the Engineer to be in the best interests of the Agency, an extension of time may be granted, but the Contractor will not be entitled to damages or additional payment due to such delays, except as provided in 6-4.3.

If delays beyond the Contractor's control are caused solely by action or inaction by the Agency, such delays will entitle the Contractor to an extension of time as provided in 6-4.2.

6-4.1.1 Cooperation During Utility Relocation.

When utilities are to be relocated during construction, the Contractor shall cooperate and coordinate with the respective utility owners so they may relocate their facilities to clear the Work. Delays in relocation of utilities which result from the failure to cooperate and coordinate will not be a cause for an extension of time or Non-Working Days.

6-4.2 Extensions of Time.

Extensions of time, when granted, will be based upon the effect of delays to the Work as a whole and will not be granted for noncontrolling delays to minor included portions of Work unless it can be shown that such delays did, in fact, delay the progress of the Work, as a whole.

6-4.3 Payment for Delays to Contractor.

Pursuant to Section 7102 of the Public Contract Code, the Contractor will be compensated for damages incurred due to delays for which the Agency is responsible if such delays are unreasonable in the circumstances involved and were not within the contemplation of the parties when the Contract was awarded to the Contractor and delay the Work as a whole. Such actual costs will be determined by the Engineer. The Agency will not be liable for, and in making this determination the Engineer will exclude, all damages which the Engineer determines the Contractor could have avoided by any reasonable means including, without limitation, the judicious handling of forces, equipment, or plant.

6-4.4 Written Notice and Report.

If the Contractor desires payment for a delay as specified in 6-4.3 or an extension of time, it shall, within 30 Days after the beginning of the delay, file with the Agency a written request and report as to the cause and extent of the delay. The request for payment or extension must be made at least 15 Days before the specified completion date. Failure by the Contractor to file these items within the time specified will be considered grounds for refusal by the Agency to consider such request.

6-4.4.1 Documentation of Delays.

When the Contractor requests an extension of time for delay due to inability to obtain materials or equipment, the documentary proof required by 6-4.1 shall include the following:

1. Date Engineer was notified of delay.
2. Date the delay began.
3. Exact description of material or equipment causing delay.

4. Documentation showing when and from whom ordered.
5. Documentation of promise to deliver.
6. Documentation of actual delivery date.
7. Description of how late delivery caused delay (include construction schedule).
8. Documentation of measures taken to get prompt delivery.
9. Documentation of attempts to get delivery from other sources.
10. Description of steps taken in project scheduling to minimize effects of late delivery.
11. Description of steps taken to get project back on schedule after actual delivery.
12. Statement of actual time lost as a result of late delivery.

6-5 USE OF IMPROVEMENT DURING CONSTRUCTION.

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

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

6-5.1 Use of Improvements - Exceptions.

The provisions of 6-5 shall not apply to projects for the repair, modification, enlargement or improvement of existing facilities that are to remain in use during construction except where a portion of the project which is completely independent from the rest of the Work can be completed and put into use by the Agency.

On projects on public roads, after satisfactory completion of an isolated section of the Work involving roadway improvements or repairs, when all temporary signs and other temporary Contractor facilities have been removed, the section is not being used as a detour, the section is no longer under the Contractor's control, and the section is opened to public traffic through the end of the Contract period, that section of the Work shall be taken over by the Agency as provided in 6-5. The Contractor shall indicate to the Engineer in writing when the conditions of this paragraph have been complied with and shall specify the limits of the section involved. Any taking over of the Work by the Agency shall be effective only when formal written notification is issued by the Agency.

6-6 SUSPENSION OF WORK.

6-6.1 General.

The Work may be suspended in whole or in part when determined by the Engineer that the suspension is necessary in the interest of the Agency. The Contractor shall comply immediately with any written order of the Engineer. Such suspension shall be without liability to the Contractor on the part of the Agency except as otherwise specified in 6-4.3.

6-6.2 Archaeological and Paleontological Discoveries.

If discovery is made of items of archaeological or paleontological interest, the Contractor shall immediately cease excavation in the area of discovery and shall not continue until ordered by the Engineer. When resumed, excavation operations within the area of discovery shall be as directed by the Engineer.

Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, human bones and fossils.

Contractor shall be entitled to an extension of time and compensation in accordance with 6-4.

6-6.3 Temporary Suspension of Work.

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

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

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

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

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT.

6-7.1 General.

If, prior to the acceptance of the Work, the Contractor:

- a) becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work,
- b) abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion,
- c) disregards written instructions from the Agency or materially violates provisions of the Contract Documents,
- d) fails to prosecute the Work according to the schedule approved by the Engineer,
- e) disregards laws or regulations of any public body having jurisdiction, or
- f) commits continuous or repeated violations of regulatory or statutory safety requirements,

then the Agency will consider the Contractor in default of the Contract.

Notices, and other written communications regarding default between the Contractor, the Agency, and the Surety shall be transmitted in accordance with 5-2.

6-7.2 Notice to Cure.

The Agency will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.

6-7.3 Notice of Termination for Default.

If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the Agency will consider the Contractor in default of the Contract and:

- a) will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety,
- b) may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
- c) may furnish labor, equipment, and materials the Agency deems necessary to secure and maintain the Work site. The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Agency.

6-7.4 Responsibilities of the Surety.

Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Agency may do so, and may recover all costs incurred. The Surety shall notify the Agency that it is assuming all rights, obligations and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Agency a written plan detailing the course of action it intends to take to remedy the default. The Agency will review the plan and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Agency, the Agency may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Agency deems to be expedient. The cost of completing the Work by the Agency shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay to the Agency, within 30 days after the Agency submits an invoice, all costs in excess of the remaining Contract Price.

6-7.5 Payment.

The Surety will be paid for completion of the Work in accordance with 7-3 less the value of damages caused to the Agency by acts of the Contractor.

6-8 TERMINATION OF CONTRACT FOR CONVENIENCE.

The Board may terminate the Contract at its own discretion or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the Agency is prevented from proceeding with the Contract by act of God, by law, or by official action of a public authority.

The Agency will issue a written notice of termination for convenience in accordance with 5-2. Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed

to complete by the Engineer or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

The Contractor will be paid without duplication for:

- a) work completed in accordance with the Contract Documents prior to the effective date of termination for convenience;
- b) reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
- c) reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the Agency no later than 90 days from the effective date of termination, unless extended, in writing, by the Agency upon written request by the Contractor.

If the Contractor fails to submit a proposal, the Agency may determine the amount, if any, due the Contractor as a result of the termination. The Agency will pay the Contractor the amount it determines to be reasonable. If the Contractor disagrees with the amount determined by the Agency as being reasonable, the Contractor shall provide notice to the Agency within 30 days of receipt of payment. Any amount due shall be as later determined by arbitration, if the Agency and the Contractor agree thereto, or as fixed in a court of law.

6-9 LIQUIDATED DAMAGES.

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified, as adjusted in accordance with 6-6, for completion of the Work the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of \$250, unless otherwise provided in the Contract Documents.

Execution of the Contract under these Specifications shall constitute agreement by the Agency and Contractor that \$250 per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the Work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

6-10 NOTICE OF POTENTIAL CLAIM FOR ADDITIONAL COMPENSATION.

Procedures for notice of claims in specific situations and circumstances are provided in the following sections:

2-9 Changed Conditions

6-4 Delays and Extensions of Time

6-3.2 Contract Time Accounting

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

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

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

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

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

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

6-11 DISPUTES AND CLAIMS; PROCEDURE.

6-11.1 General.

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

Filing or giving the notices required under 2-9, 6-4.4.1, 6-3.2, and 6-10 is prerequisite to recovery under a Contractor's claim for additional compensation; nothing in this section shall excuse the Contractor from its duty to file or give the required notices, or from performing other duties required by the Contract Documents.

6-11.2 Administrative Review.

Prior to proceeding under 6-11.3 or filing a Complaint in Arbitration, the Contractor shall exhaust its administrative remedies by submitting its claim for review and decision by the following Agency staff in the following sequence:

- Project Manager, responsible for the project.
- Department Director (Public Works Agency), responsible for the project.
- Director of the Public Works Agency (the Engineer)

If the Contractor disputes the Project Manager's decision on its claim, the Contractor shall submit the claim to the Department Director. If the Contractor disputes the Department Director's decision on its claim, the Contractor shall submit the claim to the Engineer. Agency staff decisions shall state the portion of the claim that is undisputed, if any.

The Project Manager may elect to forward a claim submitted by the Contractor directly to the Department Director. The Project Manager must give the Contractor notice of that election and the Contractor may supplement its claim within 7 Days of such notice (unless the parties agree in writing to a different time) and its claim will be deemed submitted on the earlier of the day it supplements its claim, the day it states in writing that it will not supplement its claim or the day time to supplement expires. The Department Director may forward a claim timely submitted by the Contractor directly to the Engineer instead of making a decision on the claim, in which case no notice or opportunity to supplement the claim is required, and the claim shall be deemed timely submitted to the Engineer.

The Engineer's decision on the claim shall be the Agency's final decision.

Claims submitted to the Department Director and the Engineer shall be submitted in writing and shall include:

- a. A copy of the disputed decision.
- b. A statement as to why the Contractor believes the decision is in error.
- c. All information, argument, documents, and evidence (collectively, materials) that the Contractor wishes to have considered in the review. Where the request for review is made to the Engineer, in lieu of resubmitting materials which have already been submitted to the Department Director, the Contractor may include with the request a list of the materials the Contractor wants the Engineer to consider. Any additional materials and evidence not previously submitted to the Department Director shall be included with the request to the Engineer, if the Contractor wishes them to be considered. If relevant evidence is not available at the time the request is made to the Department Director or the Engineer, the Contractor shall identify such evidence and include a statement as to when such evidence will be submitted.

The Project Manager shall issue a decision on a claim within 10 Days of receipt; if the Project Manager does not do so, then the Project Manager will be deemed to have decided to reject the claim in its entirety as of the conclusion of the 10th Day after receipt. The Contractor shall submit a claim to the Department Director for review and decision within 7 Days of receipt of the Project Manager's decision or of the time the Project Manager is deemed to have decided to reject the claim, whichever is applicable. The Department Director shall issue a decision on a claim within 10 Days of the timely submission of the claim; if the Department Director does not do so, then the Department Director will be deemed to have decided to reject the claim in its entirety as of the conclusion of the 10th Day after timely submission. The Contractor shall submit a claim to the Engineer for review and decision within 7 Days of receipt of the Department Director's decision or of the time the Department Director is deemed to have decided to reject the claim, whichever is applicable. If a claim is timely submitted to the Engineer and the Engineer fails to issue a decision on that claim within the time limits prescribed for issuing a written statement under Public Contract Code, section 9204, subdivision (d)(1), the Engineer shall be deemed to have decided to reject the claim in its entirety. At any time after the Project Manager receives a claim, the Agency and Contractor may agree in writing to different time limits than those set forth in this paragraph.

6-11.3 Meet and Confer; Mediation.

If the Contractor disputes the Agency's final decision, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Agency shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Agency shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the Agency issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Agency and the Contractor sharing the associated costs equally. The Agency and Contractor shall agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the Agency and Contractor cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Failure by the Agency to meet the time requirements of this section shall result in the portion of the claim that remains in dispute being deemed rejected in its entirety.

The parties may agree to waive, in writing, mediation under this section.

6-11.4 Arbitration.

Claims and disputes arising under or related to the performance of the Contract, except for claims which have been released by execution of the "Release on Contract" as provided in 6-12, shall be resolved by arbitration unless the Agency and the Contractor agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in a court of competent jurisdiction. Arbitration shall be pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2 of the Public Contract Code and the regulations promulgated thereto, Chapter 4 (commencing with Section 1300) of Division 2 of Title 1 of the California Code of Regulations. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence and, in writing, contain the basis for the decision, findings of fact, and conclusions of law.

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

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

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

6-12 TERMINATION OF AGENCY LIABILITY.

After completion of all work required by the contract, Agency will furnish Contractor a Release on Contract form, in the form in Appendix E, hereto, stating the amount of total authorized payments for the project. Contractor shall execute and return said form within 21 days of receipt. Said form shall release and discharge the Agency from all claims of and liability to the Contractor for all manner of debts, demands, accounts, claims, and causes of action under or by virtue of said Contract except:

- a. The claim against the Agency for the remainder, if any, of the amounts retained as provided in 7-3.2, and any amounts retained as required by Stop Notices or Labor Code provisions.
- b. Any unsettled claims or disputes listed on the Release on Contract form which has been processed in compliance with the requirements for making claims under the Contract, including given timely notice pursuant to the applicable provisions of the Contract and following the procedure set forth in 6-11.

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

When executing the Release on Contract, the Contractor shall certify that each unsettled claim or dispute listed thereon has been processed in compliance with the requirements for making claims under the Contract, including giving timely notice pursuant to the applicable provisions of the Contract and following the procedures for resolution of disputes or claims set forth in 6-11 and that acceptance of the Release on Contract by the Agency shall not be deemed a waiver or release of the Agency's right to contest either the substantive or procedural validity of any listed unsettled claims or disputes.

If Contractor fails to execute and submit a Release on Contract within the 21 day time period set forth above, the Release on Contract shall be deemed to have been submitted with no unsettled claims or disputes listed on the Release on Contract. A payment of \$1.00 will be made to the Contractor for such Release on Contract and waiver.

SECTION 7 – MEASUREMENT AND PAYMENT

7-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

7-1.1 General.

Unless otherwise specified, quantities of work shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of pipe, piling, fencing, and timber shall be considered as being the true length measured along longitudinal axis.

Unless otherwise provided in Specifications, volumetric quantities shall be the product of the mean area of vertical or horizontal sections and the intervening horizontal or vertical dimension.

7-1.2 Methods of Measurement.

Materials and items of Work which are to be paid for on the basis of measurement shall be measured in accordance with the methods stipulated in the particular sections involved.

7-1.3 Certified Weights.

When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales or, when approved by the Engineer, on a completely automated weighing and recording system. The Contractor shall furnish the Engineer with duplicate licensed weighmaster's certificates showing actual net weights. The Agency will accept the certificate as evidence of weights delivered.

7-2 LUMP SUM WORK.

Items for which quantities are indicated as "Lump Sum", "L.S." or "Job" shall be paid for at the price indicated in the Proposal. Such payment shall be full compensation for the items of Work and all Work appurtenant thereto.

When required by the Specifications or requested by the Engineer, the Contractor shall submit to the Engineer within 15 Days after award of Contract, a detailed schedule in triplicate, to be used only as a basis for determining progress payments on a lump sum contract or any designated lump sum bid item. This schedule should equal in total the lump sum bid and shall be in such form and sufficiently detailed as to satisfy the Engineer that it correctly represents a reasonable apportionment of the lump sum. If Mobilization or Water Pollution Control are included in the detailed schedule, those items will be paid for as provided in 7-3.4.2 and 3-12.6.7, respectively.

7-3 PAYMENT.

7-3.1 General.

The quantities listed in the Bid schedule will not govern final payment unless identified by Agency on the Proposal as [F]. The symbol "[F]" indicates that the quantities shown on the Proposal form are the final pay quantities. Payment to the Contractor (except those items identified as [F]) will be made only for the actual quantities of Contract items constructed in accordance with the Plans and Specifications. Upon completion of construction, if the actual quantities show either an increase or decrease from the quantities given in the Bid schedule, the Contract Unit Prices will prevail subject to the provisions of 7-3.5. Payment for those items identified as [F] will be based on the quantities shown on the Proposal unless changed as provided in 7-3.5.

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

Payment for items shown on the Plans or required by the Specifications, for which no pay item is

provided, shall be considered included in the prices named for the other items shown on the Proposal.

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

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

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

Payment shall not relieve the Contractor from its obligations under the Contract; nor shall such payment be construed to be Acceptance of any of the Work. Payment shall not be construed as the transfer of ownership of any equipment or materials to the Agency. Responsibility of ownership shall remain with the Contractor who shall be obligated to store, protect, repair, replace, rebuild, or otherwise restore any fully or partially completed work or structure for which payment has been made; or replace any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to completion of the Work under the Contract, except as provided in 6-5.

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

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

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

7-3.2 Partial and Final Payment.

The Engineer will, after award of Contract, establish a closure date for the purpose of making monthly progress payments. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the Agency's payment procedure.

Each month, the Engineer will make an approximate measurement of the Work performed to the closure date and, as a basis for making monthly payments, estimate its value based on the Contract Unit Prices or as provided for in 7-2. When the Work has been satisfactorily completed, the Engineer will determine the quantity of Work performed and prepare the final estimate.

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

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

Payment for Extra Work will be made only on approved Daily Extra Work Reports with supporting documentation as required in 7.4.

From each progress estimate, not less than five (5) percent will be deducted and retained by the Agency, and the remainder, less the amount of all previous payments, will be paid to the Contractor until acceptance of the performance of the Contract or otherwise stated in the Specifications.

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

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

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

7-3.2.1 Release of Withheld Contract Funds.

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

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

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

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

If the total of the money plus the current cash conversion value of securities on deposit should fall below the aggregate amount of the sums required to be withheld from progress payments pursuant to 7-3.1 and 7-3.2, an amount equal to the difference shall be withheld from the next regular progress payment in addition to the amount which would ordinarily be withheld pursuant to 7-3.1 and 7-3.2. If the next regular progress payment is less than the total of the amounts to be withheld therefrom, the Contractor shall immediately either deposit with the Agency cash in the amount of the difference or deposit with the Escrow Agent additional securities having a current cash conversion value equal to or greater than the difference.

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

- a. where the Agency would be entitled to use funds withheld pursuant to 7-3.1 and 7-3.2 to satisfy claims of workers, materials suppliers or subcontractors, or to complete or correct work which the Contractor has failed or refused to complete or correct, or
- b. where the Contractor has failed to comply with the requirements of this section respecting the deposit of additional cash or securities to make up for a fall in the value of securities already on deposit with the Escrow Agency.

The Agency may hold and use cash resulting from such a conversion of securities in the same manner as it would be entitled to hold and use funds withheld pursuant to 7-3.1 and 7-3.2.

7-3.2.2 Timely Progress Payments.

As required by Public Contract Code Section 20104.50, the Contractor is informed that should a progress payment not be made within 30 Days after receipt of an undisputed and properly submitted payment request from the Contractor, the Agency shall pay interest to the Contractor on the unpaid amount at the rate set forth in the Code of Civil Procedures, Section 685.010(a). Agency shall promptly review payment requests, and if not determined to be proper, document to the Contractor, within 7 Days, the reasons why the request is not proper.

7-3.3 Delivered Materials.

When provided for in the Special Provisions, and subject to the limitation and conditions therein, the cost of materials and equipment delivered but not incorporated into the Work will be included in the progress estimate.

7-3.4 Mobilization.

7-3.4.1 Scope.

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

7-3.4.2 Payment.

The Contract lump sum price bid for mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, services and incidentals and for doing all work involved in mobilization as specified herein. Payment for mobilization will be made as the Work proceeds on the following basis except that where a field office is required by the Specifications, no payment for mobilization will be made until the specified field office has been provided:

Partial payment estimate (excluding mobilization & water pollution control payments) as a percentage of the original Contract price (excluding the mobilization & water pollution control Bid items).		Cumulative amount of mobilization pay item earned is the lesser of the amounts as computed by these two columns.	
Equal to or greater than	Less than	Percentage of mobilization pay item	Percentage of the original Contract total
5	10	50	5
10	20	75	7.5
20	50	95	9.5
50	Completion of Work	100	10
Completion of Work		100	

Where no Bid item is provided for mobilization, payment for mobilization shall be considered to be included in the other Bid items.

7-3.5 Contract Unit Prices.

7-3.5.1 General.

The quantities listed in the Proposal will not govern final payment. Payment to the Contractor will be made only for actual quantities of Contract items constructed in accordance with the Contract Documents.

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does not involve a substantial change in the character of the work from that shown on the Plans or specified in the Specifications, then an adjustment in payment will be made. This adjustment will be based upon the increase or decrease in quantity and the Contract Unit Price.

If the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications varies from the Bid quantity by 25 percent or less, payment will be made at the Contract Unit Price. If the actual quantity of said item of work varies from the Bid quantity by more than 25 percent, payment will be made per 7-3.5.2 or 7-3.5.3, as appropriate.

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does involve a substantial change in the character of the work from that shown on the Plans or specified in the Specifications, an adjustment in payment will be made per 7-3.7.

7-3.5.2 Increases of More Than 25 Percent.

Should the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications, exceed the Bid quantity by more than 25 percent, payment for the quantity in excess of 125 percent of the Bid quantity will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the Contractor and the Agency, or at the option of the Engineer, on the basis of Extra Work.

The Extra Work basis of payment shall not include fixed costs. Fixed costs shall be deemed to have been recovered by the Contractor through payment for 125 percent of the Bid quantity at the Contract Unit Price.

7-3.5.3 Decreases of More Than 25 Percent.

Should the actual quantity of an item of work covered by a Contract Unit Price, and constructed in conformance with the Plans and Specifications, be less than 75 percent of the Bid quantity, an adjustment in payment will not be made unless so requested in writing by the Contractor. If the Contractor so requests, payment will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the Contractor and the Agency, or at the option of the Engineer, on the basis of Extra Work; however, in no case will payment be less than would be made for the actual quantity at the Contract Unit Price nor more than would be made for 75 percent of the Bid quantity at the Contract Unit Price.

7-3.6 Stipulated Unit Prices.

Stipulated unit prices are those established by the Agency in the Contract Documents, as distinguished from Contract unit prices submitted by the Contractor. Stipulated unit prices may be used for the adjustment of Contract changes.

7-3.7 Non-Agreed Prices.

Agency may issue a change order directing the Contractor to proceed at a price set by the Agency or on the basis of Extra Work. If the Agency sets a price for the work covered by the change order, Contractor is entitled to payment for such work in accordance with 7-4 to the extent payment in accordance with 7-4 exceeds the price set by the Agency.

7-3.8 Eliminated Items.

Should any Bid item be eliminated in its entirety, payment will be made to the Contractor for its actual costs incurred in connection with the eliminated item prior to notification in writing from the Engineer so stating its elimination.

If material conforming to the Plans and Specifications is ordered by the Contractor for use in the eliminated item prior to the date of notification of elimination by the Engineer, and if the order for that material can not be canceled, payment will be made to the Contractor for the actual cost of the material. In this case, the material shall become the property of the Agency. Payment will be made to the Contractor for its actual costs for any further handling. If the material is returnable, the material shall be returned and payment will be made to the Contractor for the actual cost of charges made by the supplier for returning the material and for handling by the Contractor.

Actual costs, as used herein, shall be computed on the basis of Extra Work.

7-4 PAYMENT FOR EXTRA WORK.

7-4.1 General.

When the cost for Extra Work cannot be agreed upon, the Agency will pay for Extra Work based on the accumulation of costs as provided herein.

7-4.2 Basis for Establishing Costs.

7-4.2.1 Labor.

The cost of labor shall be the actual cost for wages of workers performing the Extra Work at the time the Extra Work is done, plus employer payments of payroll taxes, workers compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs, resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements.

The use of a labor classification which would increase the Extra Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The labor cost for foremen shall be proportioned to all of their assigned work and only that applicable to the Extra Work will be paid.

Nondirect labor costs, including superintendence, shall be considered part of the markup specified in 7-4.3.

7-4.2.2 Materials.

The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the Work site in the quantities involved, plus sales tax, freight, and delivery. The Agency reserves the right to approve materials and sources of supply, or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the Agency.

7-4.2.3 Tool and Equipment Rental.

No payment will be made for the use of tools which have a replacement value of \$200 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the Extra Work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the Extra Work shall be included.

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

All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used.

The reported rental time for equipment already at the Work site shall be the duration of its use on the Extra Work. This time shall begin when the equipment is first used on the Extra Work, plus the time required to move it from its previous site and back, or to a closer site.

7-4.2.4 Other Items.

The Agency may authorize other items which may be required on the Extra Work, including labor, services, material, and equipment. These items must be different in their nature from those required for the Work, and be of a type not ordinarily available from the Contractor or Subcontractors.

7-4.2.5 Invoices.

Vendors' invoices for material, equipment rental and other expenditures shall be submitted with the daily report per 7-4.4. If the daily report is not substantiated by invoices or other documentation, the Agency may establish the cost of the item involved at the lowest price which was current at the time of the report.

7-4.3 Markup.

7-4.3.1 Work by the Contractor.

Unless otherwise specified in the Special Provisions, a reasonable allowance for overhead and profit shall be added to the Contractor's costs as determined in accordance with 7-4.2 and shall constitute the markup for all overhead and profit on Extra Work done by the Contractor. The Contractor shall also be compensated as specified in the Special Provisions for the actual increase in the Contractor's bond premium caused by the Extra Work.

7-4.3.2 Work by a Subcontractor.

When any of the Extra Work is performed by a Subcontractor, the markup established in 7-4.3.1 shall be applied to the Subcontractor's costs as determined in accordance with 7-4.2. Unless otherwise specified, a reasonable allowance for the Contractor's overhead and profit shall be added to the sum of the Subcontractor's costs and markup and shall constitute the markup for all overhead and profit for the Contractor on Extra Work done by the Subcontractor.

7-4.4 Daily Reports.

When the cost for the Extra Work cannot be agreed upon, the Contractor shall submit a daily report to the Engineer on forms approved by the Agency. Applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and other services and expenditures when authorized shall be included. Failure to submit the daily report by the close of the next Working Day may waive any rights for that day. An attempt shall be made to reconcile the report daily, and it shall be signed by the Engineer and the Contractor. In the event of a disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

The report shall:

- a) List the names of workers, classifications, and hours worked.
- b) Describe and list quantities of materials used.
- c) List the type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.
- d) Describe other services and expenditures in such detail as the Agency may require.

7-5 Payment for Changes Requested by the Contractor.

If such changes are approved by the Engineer pursuant to 2-6, approval will only be made based upon a reduction in cost or no additional cost to the Agency. All costs to the Agency in reviewing the proposed change, or testing materials involved therein, shall be paid for by the Contractor, whether or not the change is approved.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL.

Facilities provided for Agency personnel shall be at locations approved by the Engineer. Such facilities must be in a room, building, or trailer provided for this purpose with acceptable means for locking.

A Class "A" Field Office conforming to 8-2.1 shall be provided at any offsite plant facility furnishing pipe subject to Agency inspection during manufacture. A field laboratory conforming to 8-3.1 shall be provided at any offsite or Work site plant facility furnishing Portland cement concrete or asphalt concrete pavement. Any other facilities for Agency personnel shall be provided only when required by the Contract Documents.

Offices and laboratories at plants may be used concurrently by inspection personnel of other agencies provided such use does not seriously conflict with Agency use. When facilities are shared in this manner, at least one locker provided with a hasp for a padlock must be available for the exclusive use of the Agency. Otherwise, any facilities furnished are for the exclusive use of the Agency.

Facilities shall conform to the applicable codes, ordinances, and regulations of the local jurisdiction and of the State of California and shall conform to current practice. The interior shall be paneled or suitably lined to provide a facility of good appearance.

The Contractor shall provide janitorial and other maintenance services in all types of facilities provided. Such services shall include the supply of the appropriate paper products and dispensers. Trash receptacles shall be provided and emptied by the Contractor at weekly intervals or sooner as required. The trash shall be removed from the Work site.

8-2 FIELD OFFICE FACILITIES.

8-2.1 Class "A" Field Office.

The office shall have a minimum floor space of 175 square feet (16 m²), at least one door, and window area of not less than 22 square feet (2 m²). All doors and windows shall be provided with screens.

Furniture shall be provided as follows: one plan table, one standard 5-foot (1.5 m) long double-pedestal desk with a drawer suitable for holding files, 2 chairs, one drafting stool, and one plan rack.

Electric power shall be provided to include a minimum of 4 duplex convenience outlets. The office shall be illuminated at the tables and desk. An outdoor lighting fixture with a 300W bulb shall be installed.

Heating and air conditioning of sufficient capacity shall be provided at no expense to the Agency. The Contractor shall provide drinking water within the office and integral sanitary facilities directly adjoining. Sanitary facilities shall include a toilet and wash basin with hot and cold running water.

Extended area, non-coin-operated telephone service shall be provided within the office area. The installation shall include sufficient extension cord to serve the plan table and desk.

8-2.2 Class "B" Field Office.

The office shall be the same as class "A" except that integrated sanitary facilities and air conditioning are not required. A chemical toilet facility shall be provided adjacent to the office.

8-2.3 Class "C" Field Office.

The office shall have a minimum floor space of 120 square feet (11 m²) of floor area. It shall be equipped with one 3-foot x 5-foot (0.9 m x 1.5 m) table, 4 chairs and one plan rack. It shall be adequately heated, ventilated, and lighted and 2 duplex convenience outlets shall be provided. Air conditioning, telephones, and sanitary facilities are not required.

8-3 FIELD LABORATORIES.

8-3.1 Offsite at Manufacturing Plant.

Field laboratories shall conform to the requirements for a Class "C" Field Office specified in 8-2.3 except for the following:

- a) Telephone service as specified in 8-2.1.
- b) Chair.
- c) Work table, 4 feet x 10 feet (1.2 m x 3 m), 3 feet (0.9 m).
- d) Sieves per 203-6.
- e) Scales and weights.
- f) Burner plate for heating samples.
- g) Thermometer, with 200 to 400°F (90 to 260°C) degree range (asphalt concrete plants only).
- h) Air meter for concrete in accordance with ASTM C231 of the type that indicates the percentage of air directly (precast concrete plants only).

Sampling and testing equipment shall be maintained in satisfactory operating condition by the Contractor or the plant owner. Laboratories shall be located immediately adjacent to and with full view of batching and loading operations.

8-3.2 At the Work Site.

Field laboratories shall conform to 8-3.1, except that sieves, scales, weights, burner plates, sampling devices, pans, and thermometers will be furnished by the Agency at no expense to the Contractor. If air entraining admixtures are being used in the concrete on the Work, an air meter of the type specified in 8-3.1 shall be furnished by the Contractor.

8-4 BATHHOUSE FACILITIES.

When the Special Provisions require bathhouse facilities, the following shall be provided:

- a) One lavatory with hot and cold water.
- b) One toilet in a stall.
- c) One 3-foot (1 m) trough-type urinal.
- d) One enclosed shower at least 3 feet x 3 feet (1 m x 1 m) with hot and cold water.
- e) One bench, 6 feet (2 m) long.
- f) Soap dispensers.
- g) Toilet paper holders.
- h) Paper towel cabinet.
- i) Wastepaper receptacle.

These facilities shall be serviced and provided with necessary sanitary supplies.

These facilities shall be for the exclusive use of Agency personnel. However, a separate building

need not be provided for this purpose if such facilities are located in a separate room in a building which includes other facilities.

8-5 REMOVAL OF FACILITIES.

Field offices, laboratories, and bathhouse facilities at the Work site shall be removed upon completion of the Work. Buildings and equipment furnished by the Contractor at the Work site under the provisions of this subsection shall remain the property of the Contractor.

8-6 BASIS OF PAYMENT.

Payment for furnishing, maintaining, servicing, and removing field offices laboratories, or bathhouse facilities required at the Work site shall be included in the Bid item for furnishing such facilities. If such facilities are required by the Plans in the Special Provisions and no Bid item is provided in the Proposal, the costs shall be payment will be considered as included in other Bid items. Such costs incurred in connection with offices and laboratories at plants shall be borne by the plant owners.

The first progress payment will not be approved until all facilities are in place and fully comply with the Specifications.

Appendices

Appendix A ACORD Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
INSURED	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ See VCSS 5-4.2.2
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ See VCSS 5-4.2.2
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$ 1,000,000
							PROPERTY DAMAGE (Per accident) \$ 1,000,000
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/ MEMBER EXCLUDED? <input type="checkbox"/> Y/N						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Agency) -(Project Name) (Project Specification Number)
 The Agency and the County of Ventura, including its boards, all special Districts governed by the Board of Supervisors, agencies, departments, officers, Consultants, employees, agents and volunteers, is named as Additional Insured as respects work done by the Contractor under terms of the contract on General Liability and Auto Liability Policies. Waiver of Subrogation is applicable to the Agency and the County of Ventura, its boards, agencies, Departments, officers, employees, agents and volunteers for Work Comp and General Liability. Endorsements required for reference contract will be Issued by the Insurance Company.

CERTIFICATE HOLDER	CANCELLATION
County of Ventura Public Works Agency L-1670 800 South Victoria Avenue Ventura, CA 93009-1670	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

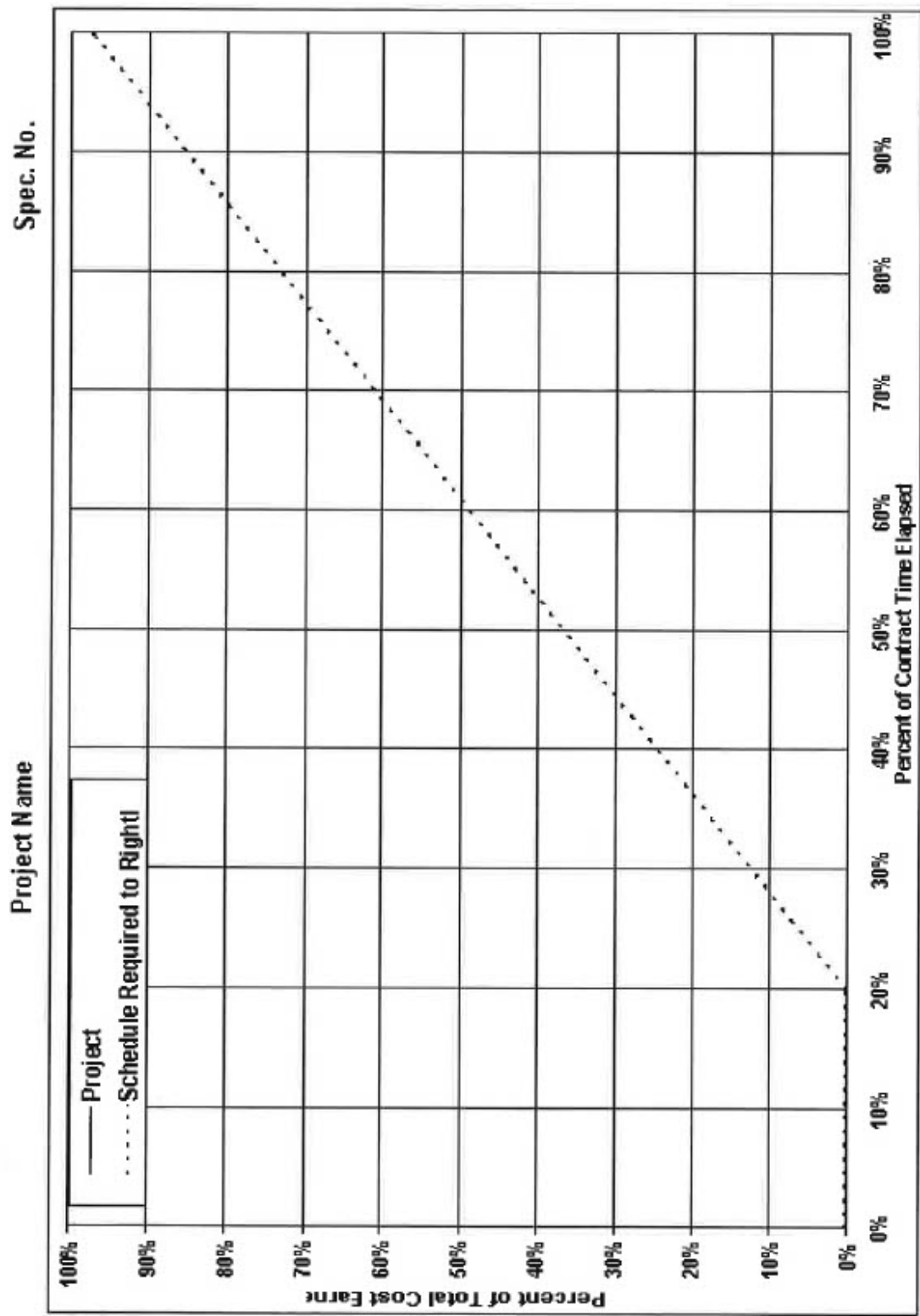
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ACORD 25 (2010/05)

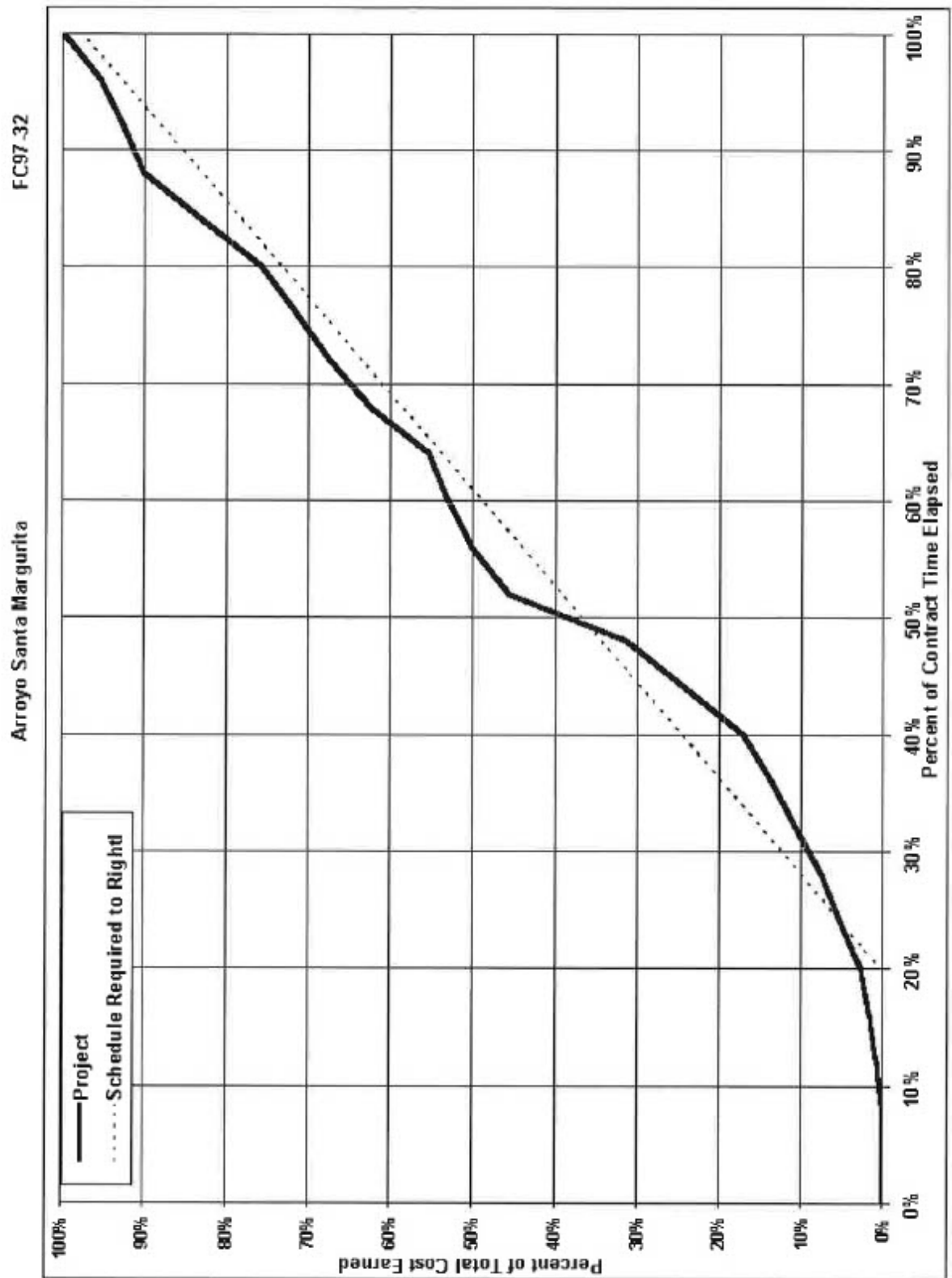
The ACORD name and logo are registered marks of ACORD

Appendix B-1 Construction Element vs. Time Chart Form

[illegible]



[illegible]



Appendix D Escrow Agreement Form Sample

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____ ("Agency", **per the Contract**) whose address is _____ and _____ ("Contractor") whose address is _____ and _____ ("Escrow Agent") whose address is _____.

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

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Agency pursuant to the Construction Contract entered into between the Agency and Contractor for the construction of Name in the amount of _____ dated _____, (hereinafter referred to as the "Contract") which Contract is identified by Spec. No. _____ and Auditor Controller's Contract No. _____. Alternatively, on written request of the Contractor, the Agency shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Agency within ten days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Agency and Contractor. Securities shall be held in the name of "**Agency**", _____, and shall designate the Contractor as the beneficial owner.
- (2) The Agency shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the Agency makes payments of retention earned directly to Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Agency pays the Escrow Agent directly.
- (4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the escrow account. These expenses and payment terms shall be determined by the Agency, Contractor and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Agency.
- (6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Agency to the Escrow Agent that Agency consents to the withdrawal of the amount sought to be withdrawn by Contractor.
- (7) The Agency shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the Agency of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Agency.
- (8) Upon receipt of written notification from the Agency certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, the Escrow Agent shall release to the Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
- (9) Escrow Agent shall rely on the written notifications from the Agency and the Contractor pursuant to Sections (1) to (8), inclusive, of this Agreement and the Agency and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

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

On behalf of Agency:

_____, Director,
Public Works Agency

_____, Director
Central Services

_____, Director
Engineering Services

Address for all of the above:
Public Works Agency-ESD L1670
800 South Victoria Avenue
Ventura, CA 93009-1670

SAMPLE FORM
Form used for escrow will have names and
signatures of persons authorized in accordance
with paragraph 10.

On behalf of Contractor:

Title

Name

Signature

Street Address

City & State

Zip Code

On behalf of Escrow Agent:

Title

Name

Signature

Street Address

City & State

Zip Code

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

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

Agency:
(Agency name)

Title

Name

Signature

Contractor:
(Contractor company name)

Title

Name

Signature

EXHIBIT "A"
ESCROW INSTRUCTIONS

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

The Escrow Agent is hereby instructed as follows:

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

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

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

Escrow Agent shall convert to cash all or part of such securities as demanded and shall distribute the cash as instructed by the Agency.

6. When the Construction Contract has been satisfactorily completed on the part of Contractor and any stop notices filed against the Construction Contract have been released, Agency shall give written notice to Escrow Agent that such securities may be returned to Contractor. Upon receipt of such written notice and payment of all escrow fees and costs, the Escrow Agent shall deliver to Contractor all money, interest, securities and other documents remaining in escrow and the escrow shall terminate.
7. Contractor, and not Agency, shall be liable to Escrow Agent for all of Escrow Agent's fees and costs associated with this escrow.
8. The Director of the Ventura County Public Works Agency, a Deputy Director of said Agency, or other person authorized in writing by such Director or Deputy Director is authorized to give written notice and to make written demands on behalf of Agency pursuant to sections 4, 5 and 6 hereof.
9. All written notices and demands pursuant to the escrow agreement and these Instructions shall be addressed as follows:

(a) To Agency:

Director, Ventura County Public Works Agency
Engineering Services Department
800 South Victoria Avenue
Ventura, California 93009-1670

(b) To Contractor:

(c) To Escrow Agent:

DATED: _____

By _____

By _____

By _____

Title _____

Title _____

Title _____

Note: lines above By_____ is the signature line

AGENCY

CONTRACTOR

ESCROW AGENT

Bank Charter: State []
Federal []

Escrow Agent's Address:

Appendix E Release on Contract Form

RELEASE ON CONTRACT

Project Name: _____

Specification No. _____; Project No. _____

WHEREAS, by the terms of the contract dated _____ entered into by _____ and the undersigned CONTRACTOR,

undersigned 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 _____ to the CONTRACTOR of the amount due under the contract, to wit, the sum of \$ _____ and the additional consideration of \$1.00, receipt of which is hereby acknowledged by the CONTRACTOR, the CONTRACTOR hereby releases and forever discharges _____ 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 the claim against the Agency for the remainder, if any, of the amounts retained as provided in 7-3.2, any amounts retained as required by Stop Notices or Labor Code provisions, and any unsettled claims or disputes as follows: (If none, leave blank)

Description of Claim or Dispute	Amount	Date of Claim	Date of Notice of potential Claim
------------------------------------	--------	------------------	---

The CONTRACTOR certifies that each unsettled claim or dispute listed hereon has been processed in compliance with the requirements for making claims under the contract, including giving notice pursuant to the applicable provisions of the contract, and following the procedures for resolution of disputes or claims set forth in subsection 6-12 of the contract. Acceptance of this Release on Contract by the _____ shall not be deemed as a waiver or release of its right to contest either the substantive or procedural validity of any listed unsettled claims or disputes.

IN WITNESS WHEREOF, the hand and seal of the CONTRACTOR have been hereunto set this ____ day of _____, 20__.

THIS FORM MUST BE ACCOMPANIED
by a proper acknowledgement form
(See Civil Code Section 1189)

Contractor

By _____

Title _____

Appendix F Performance and Payment Bond – Sample Showing Wording

Bond No. _____

SURETY BONDS PERFORMANCE BOND

Whereas, the «Agency», hereinafter called "Agency", and «Contr», hereinafter called "principal", have entered into a contract dated «ContrDate» whereby principal agrees to complete certain designated work identified as project «ProjName» (Spec. No. «SpecNo»), and to perform other duties and obligations as described in said contract, which is incorporated herein by this reference and made a part hereof; and

Whereas, principal is required under the terms of said contract to furnish a bond to guarantee principal's faithful performance of the work and all terms and conditions of the contract;

Now, therefore, we the principal and the undersigned, as corporate surety, are held and firmly bound unto Agency in the penal sum of «CostText» (\$«OrigCostFmtd») lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said contract and any alteration thereof made as therein provided, on principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The above obligation shall continue after Agency's acceptance of the work for the duration of the warranty period as specified in the contract during which time if principal fails to make full, complete, and satisfactory repair or replacement to the work and/or fails to protect Agency from loss or damage resulting from or caused by defective materials or faulty workmanship, the obligation of surety hereunder shall continue so long as any obligation of principal remains.

PAYMENT BOND

And, whereas, under the terms of said contract, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned, as corporate surety, are held firmly bound unto the Agency and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the aforesaid contract and referred to in the aforesaid Civil Code in the like sum of «CostText» (\$«OrigCostFmtd») for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the contractor and the contractor's subcontractors, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees including reasonable attorney's fees incurred in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should this condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

GENERAL TERMS

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or the plans and specifications accompanying the same shall in any manner affect its obligations on these bonds, and it does hereby waive notice of any such change, extension, alteration or addition.

Nothing herein shall limit the Agency's rights or surety's obligations under the contract or applicable law, including, without limitation, California Code of Civil Procedure section 337.15.

In witness whereof, this instrument has been duly executed by the principal and surety above named

on _____, 202_

«Contr»
Name of Principal

By _____

Title _____

Name of Surety

By _____

Attorney-in-Fact

Address _____

City _____ State _____ Zip _____

INDICATE COMPLETE ADDRESS OF SURETY TO WHICH CORRESPONDENCE
CONCERNING THIS BOND SHOULD BE DIRECTED.

SAMPLE BOND FORM

Agency will prepare the bond in this format and transmit it to the Contractor along with the Contract and the Notice of Award letter.

Surety shall fill in the Bond No., date identification, and signature of surety in places provided.

Contractor shall sign and indicate title in place provided.

Telephone No. _____

A-467/9-Tmpl