

**COUNTY OF VENTURA
PUBLIC WORKS AGENCY**

NOTICE INVITING BIDS, PROPOSAL FORM, & SPECIFICATIONS

FOR

PROJECT NAME: SESPE STREET & PASADENA AVENUE BIKE LANES

LOCATION: SESPE STREET & PASADENA AVENUE IN BARSDALE

SPECIFICATION NO.: RD19-08

COST ACCOUNTING PROJECT NO.: 50548

FEDERAL PROJECT NO.: CML-5952(197)

DESIGNED BY: ARIEL BRAZA

CHECKED BY: CHRIS HOOKE

REVIEWED BY: CHRIS HOOKE

PROJECT MANAGER: ARIEL BRAZA



RECOMMENDED BY:

Chris Hooke 5-10-19
Deputy Director-Transportation Department

APPROVED BY:

[Signature] 5/10/19
Director-Transportation Department

APPROVED BY:

[Signature] 5/10/19
Director-Public Works Agency

**BIDS WILL BE RECEIVED UNTIL 2:00 P.M.
JULY 23RD, 2019**

**at County Surveyor's Public Counter
Third floor, Hall of Administration,
800 South Victoria Avenue,
Ventura, California 93009-1670**

Construction bidding documents, including plans, specifications, addenda and any supplementary documents are now available on the Ventura County Web Site.

Printed copies may also be purchased at the Ventura County Hall of Administration, 800 South Victoria Ave, Ventura, CA 93009-1670 (Surveyor's Public Counter on 3rd floor).

Exhibit 3

| Number of hauls | <i>A. balearicum</i> (%) | <i>A. balearicum</i> + <i>A. balearicum</i> + <i>A. balearicum</i> (%) |
|-----------------|--------------------------|--|
| 1 | 100 | 0 |
| 2 | 50 | 50 |
| 3 | 33 | 67 |
| 4 | 25 | 75 |
| 5 | 20 | 80 |
| 6 | 17 | 83 |
| 7 | 14 | 86 |
| 8 | 12 | 88 |
| 9 | 11 | 89 |
| 10 | 10 | 90 |

| Inhibitor concentration (mole/l) | Rate of polymerization (mole/l·min) |
|----------------------------------|-------------------------------------|
| 0 | 0.001 |
| 0.0001 | 0.0008 |
| 0.0002 | 0.0006 |
| 0.0004 | 0.0004 |
| 0.0006 | 0.0003 |
| 0.0008 | 0.0002 |
| 0.001 | 0.0001 |

01-09-72 J. H. M. C. + G. A. C.

NOTICE TO BIDDERS, SUBCONTRACTORS AND SUPPLIERS

SOURCES OF INFORMATION

DURING BIDDING PERIOD

PLAN HOLDERS LIST & OTHER INFORMATION IS AVAILABLE ON THE INTERNET AT:
<http://vcpublishworks.org/engineering-services-department/projects-out-to-bid>

- and then click on "here" for instructions on using the Ebidboard website -

<http://www.ebidboard.com/public/projects/index.asp?mbrguid=2B485702-FFAE-4327-A8B7-F1C22BE001D2>

TECHNICAL QUESTIONS on plans and specifications

Please **EMAIL** questions early in the bidding period as an addendum may be required.

FOR BID QUESTIONS, or to confirm number of Addenda issued,

EMAIL TO:

PWA.Bidquestions@ventura.org

Spec Number must be referenced on all bid questions

Please do not call other staff members or consultant.

Note that our consultants are directed to refer all calls to the Project Managers.

DIRECTIONS TO VENTURA COUNTY GOVERNMENT CENTER

From US101 (Ventura Freeway), take Victoria Ave off ramp, north (towards mountains) about one mile to Telephone Road, then right on Telephone Road one block and turn left at Lark St. into the Government center parking lot.

From Cal126 (Santa Paula Freeway), take Victoria Ave off ramp, south (away from mountains) about one mile to Telephone Road, then left on Telephone Road 1 block and turn left at Lark St. into the Government center parking lot.

Go to the Hall of Administration (building nearest the corner of Victoria & Telephone) and to the Surveyors counter on the third floor (at the top of the escalator) where plans can be purchased and bids placed in the **bid box**.

ONLY AFTER BID OPENING

BID RESULTS are available on the internet site shown above, usually within **24 hours after** bids are opened and Include abstracts of unit prices, totals of all bids & subcontractor's list for low & 2nd bidder. Click on "BIDS & SUBS".

LOW BIDDER - ONLY AFTER AWARD OF CONTRACT

ALL QUESTIONS concerning project **AFTER AWARD** should be directed to the Project Manager named in the Notice of Award

Any other information can be requested at (805) 654-2039

COUNTY OF VENTURA
SESPE STREET & PASADENA AVENUE BIKE LANES
SPECIFICATION NO. RD 19-08
PROJECT NO. 50548
FEDERAL PROJECT NO.: CML-5952(197)

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COUNTY OF VENTURA

NOTICE INVITING FORMAL BIDS

Sealed bids will be received in the bid box at the County Surveyor's Public Counter, 3rd Floor, Administration Building, 800 South Victoria Avenue, Ventura, California 93009-1670, until **2:00 p.m. on JULY 23RD, 2019**, and afterwards publicly opened, for **SESPE STREET & PASADENA AVENUE BIKE LANES**, for Specification No. **RD19-08**, which consists of pavement widening of Sespe Street to accommodate Class II bike lane on the west side & Class III bike lane on the east side of the same road, & pavement resurfacing & striping of Pasadena Avenue to accommodate Class III bike lanes. This work includes RCB extension with headwalls, RCP replacement, PCC driveway approach reconstruction, road shoulder slope & ditch regrading, air placed concrete, surface preparation & crack sealing, AC pavement widening, miscellaneous AC paving, Type II emulsion-aggregate slurry, PMB shoulder backing, pavement delineation & striping, sharrow markings, regulatory & warning signs installation, mailboxes replacement, & appurtenant work.

The estimated cost of construction is **\$600,000**.

The plans, specifications and proposal forms for this project are filed in the office of the Ventura County Surveyor and are, by reference, made a part of this Notice. Construction bidding documents, including plans, specifications, addenda and any supplementary documents are now available on the Ventura County Web Site at:

<https://www.vcpbublicworks.org/esd/contracting/>

then

click on "Contract Bidding Opportunities" and then "eBidBoard Website" where the documents may be viewed, downloaded and printed.

Printed copies of the document can be purchased at most commercial printing companies that have internet access.

Printed copies may also be purchased for a non-refundable fee of **\$15.39**, including tax and shipping, (**\$5.39** if picked up) Make checks payable to the County of Ventura and send to the attention of, or bring to, the County Surveyor's Office at the Ventura County Hall of Administration, 800 South Victoria Ave, Ventura, CA 93009-1670 (Surveyor's Public Counter on 3rd floor).

A **List of Plan Holders** is available on the **Website** shown above.

An abstract of bids received will be available at the same web site under **Bid Results and Subcontractors**.

Awards will be posted when the project is awarded under **Awarded Contracts**.

Subcontractor list must include a valid Contractor's License Number. Contractor and any subcontractors must be registered with the Department of Industrial Relations prior to bid time and shall be verified during bid verification processes.

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

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

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

General prevailing wage rates for construction can be obtained from the following Web sites:

Federal Wage Rates: <https://wdol.gov/dba.aspx>

California Wage Rates: <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

Both determinations must be complied with. It is the Contractor's responsibility to refer to both for proper classifications and rates. The higher rate of the two wage determinations will prevail.

A copy of these rates of wages can be found on the websites provided above.

The contractor must post copies of the prevailing wage determinations at each job site.

PROPOSAL
FOR
SESPE STREET & PASADENA AVENUE BIKE LANES

COUNTY PROJECT NO.: 50548

FEDERAL PROJECT NO.: CML-5952(197)

LOCATED IN VENTURA COUNTY, CALIFORNIA

MAKE BID GUARANTEE TO COUNTY OF VENTURA
USE FORM PROVIDED (SEE PARAGRAPH 9, INSTRUCTION TO BIDDERS).

SPECIFICATION NO. RD19-08 INCLUDING 8 SHEETS OF PLANS

BIDS WILL BE RECEIVED ON JULY 23RD, 2019 AT 2:00 P.M.

AGENCY IS ALLOWED 60 DAYS TO AWARD A CONTRACT (SEE SECTION 2-1.1).

THE STARTING DATE OF CONTRACT WILL BE 21 CALENDAR DAYS AFTER AWARD OF CONTRACT (SEE SECTION 6-7.4).

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

LIQUIDATED DAMAGES ARE \$1000 PER CALENDAR DAY (SEE SECTION 6-9).

CONTRACTOR'S LICENSE CLASSIFICATION REQUIRED IS CLASS A.

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

FEDERAL-AID CONTRACT PROVISIONS ARE INCLUDED IN THESE SPECIFICATIONS.
THIS CONTRACT HAS A FEDERAL DBE GOAL OF 10% PARTICIPATION. BIDDER IS NOTIFIED
OF NEW DBE FORMS INCLUDED WITHIN THE PROPOSAL ON PAGES 19 THROUGH 26.

THE NUMBER OF PAGES IN THIS PROPOSAL IS 26.

| | | |
|---|--------------|-----------------|
| BIDDER SHALL COMPLETE | | |
| NAME: _____ | | |
| MAILING ADDRESS: _____ | | |
| CITY: _____ | STATE: _____ | ZIP CODE: _____ |
| TELEPHONE NUMBER: (____)____-____ FAX No. (____)____-____ | | |
| eMAIL ADDRESS: _____ | | |

PROPOSAL
Instruction to Bidders

- 1. LICENSING OF BIDDER.** Before contract will be awarded, bidders shall be licensed in accordance with the provisions of Sections 7000 through 7145 of the Business and Professions Code of the State of California in the classification required for the work bid on. The bidder's license number, classification, and expiration date shall be inserted on **page 14** of the proposal form. The bidder's name shall correspond in all respects with the name shown on the license. License numbers and names are checked with the State.
- 2. SITE INSPECTION.** Personally visit the worksite before submitting your bid to ascertain the existence of any surface or subsurface conditions affecting the cost of the work.
- 3. MODIFICATION AND INTERPRETATION.** Carefully review the plans and specifications for any errors, omissions, or ambiguities. If you discover any, notify the Engineering Services Department of the Agency far enough in advance of the bid opening to allow time for the issuance of appropriate written addenda. Written addenda shall be the sole means for modifying the plans and/or specifications prior to the bid opening. The Agency shall not be bound by oral communications purportedly modifying or interpreting the plans and/or specifications regardless of when or by whom such oral communications are made and you should not rely upon such oral communications in preparing your bid.
- 4. BID ITEMS.** State in figures the unit prices, lump sum prices and extensions as indicated which shall be the prices for which you propose to supply all materials and services and perform all work required by the plans and specifications. All items described are to be construed as complete and in place. Include in the bid amount for items listed on the proposal form the cost of performing all work shown on the plans or required by the specifications for which a specific bid item is not provided. Bid on all items listed under Schedule of Work and Prices unless otherwise indicated in the proposal form.
- 5. SIGNING OF BID.** Fill in all indicated blanks in this proposal using typewriter or ink and sign with ink. Proposals signed by an agent other than an owner, partner or corporate officer shall be accompanied by a power-of-attorney. Proposal form must be dated.
- 6. NON-COLLUSION AFFIDAVIT.** The non-collusion affidavit required by Public Contract Code 7106 is included on **page 5** of this Proposal. The non-collusion affidavit required for federally funded projects is included on **page 8** of this Proposal.
- 7. BID FORM NOT TO BE ALTERED.** Do not change the wording of this proposal. Any additions, deletions, conditions, limitations or provisions by the bidder will render the proposal irregular and may cause its rejection.
- 8. CORRECTING BID.** Explain over your signature any erasures or deletions of information entered by the bidder in this proposal. Modifications submitted separately from this form will not be accepted.
- 9. BID GUARANTEE.** Each bid must be accompanied by a bid guarantee in the amount of not less than 10% of the amount bid and guaranteeing that the bidder will enter into a contract in accordance with the terms of the bidding documents if award is made to him. The bid guarantee shall be in one of the following forms: A bid bond written by an admitted surety insurer on the form included with the proposal form, a cashier's check drawn by a national bank, a check certified by a national bank or cash. An electronically transmitted copy (FAX) of the bid bond form included in the proposal form may be used, but the form must have the original signatures of the principal and surety. A FAX of the completed bond will not be accepted. Note: Performance and Payment

Bonds are required from the bidder to whom a contract is awarded. See specifications Subsection 2-4 for contract bond requirements including limitations on the sureties that may issue the bonds.

10. SUBMITTING BID. Submit your bid on one copy only of this proposal form, with addenda acknowledged by inserting the addenda numbers on **page 14** of this proposal and with bid guarantee attached, in a sealed envelope addressed to:

Public Works Agency, County of Ventura, County Surveyor's Public Counter, 3rd Floor – Hall of Administration, 800 South Victoria Avenue, Ventura, California 93009-1670.

For proper handling, mark envelope as "SEALED BID", and show the project title and the bidder's name and address. Do not enclose other documents in the bid envelope.

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

Late bids will not be opened or considered.

Bids must be on this form. Electronically transmitted bids, bid modifications or bid withdrawals will not be considered.

Notwithstanding anything stated, directed or indicated in the other bidding documents, the only items to be included with this proposal are:

1. This proposal form, signed and dated with addenda acknowledged.
2. The bid bond with original signatures of surety representative and contractor, or other bid guarantee as specified in 9 above.
3. Subcontractors and off-job fabricators list completed in accordance with Public Contract Code Section 4104.

11. TIME OF BID CLOSURE. The bid box will be closed promptly at the time specified on the first sheet of the proposal form. The person opening bids will not accept bids that are not in the bid box at closing time. Time can be obtained from <http://www.time.gov/timezone.cgi?Pacific/d/-8> (local standard time). Note that clocks in the building may not be set to the correct time and should not be relied upon.

12. DELIVERY OF BID. Bids delivered in person must be placed in the bid box near the Surveyor's Public Counter located at the head of the escalator on the third floor of the Ventura County Hall of Administration Building, 800 South Victoria Avenue, Ventura, California 93009. The Hall of Administration is on the corner of Victoria Avenue and Telephone Road and is accessible from the Ventura Freeway (U.S. 101) by taking the Victoria Avenue off ramp and proceeding north on Victoria Avenue about one mile to Telephone Road. Access from the Santa Paula Freeway (Cal.126) is by the Victoria Avenue off ramp, then south about 1/4 mile to Telephone Road. Access to the Hall of Administration parking lot is from Telephone Road at Lark St one block east of Victoria Ave. Bids must be placed in the bid box prior to the hour and date designated on Page 1 of this proposal.

13. MAILED BIDS (Including Express Delivery). Bids received in the County's Mail Room by 8 a.m. on the bid opening date will be considered to have been placed in the bid box on time, whether or not actually delivered to the bid box on time. U. S. Postal Service Special delivery, Registered and Certified mail may slow actual receipt of bids. Bidder is responsible for sending bid early enough to insure delivery to the County on time.

Mark bids, not placed directly in the bid box, in large letters on the outside of the delivery envelope "SEALED BID" and show the Spec no.

Electronically transmitted bids or modifications will not be considered.

14. WITHDRAWAL OF PROPOSAL. Proposals may be withdrawn by the bidder prior to the time stated for opening bids upon written request, signed by the bidder or his authorized agent and submitted in the same manner as a bid. To retrieve a bid form the bid box may take 10 or more minutes as it requires a written request to withdraw the bid, the positive identification of the person requesting the withdrawal, and the opening of the bid box.

15. ERRORS. Bidder will not be released on account of errors. Where a discrepancy occurs between unit prices and totals, the unit price shall govern in computing the total. If a unit price is omitted, it will be determined from the item total, if entered. If both the unit price and line total for any item are omitted, the bid will be considered non-responsive in accordance with Paragraph 4 above. If the total Bid Price is not equal to the sum of the Item Totals (as corrected) the Total Bid Price will be corrected. If no monetary symbol (\$ or ¢) is entered with a unit price, lump sum or extension, a dollar sign will be assumed to be the bidder's intent.

16. SUBCONTRACTOR LICENSE NUMBERS. License numbers for subcontractors must be provided at the time the bid is received.

17 PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5

18. LABOR COMPLIANCE MONITORING. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Prime Contractor shall post job site notices prescribed by regulation. (See 8 California Code Regulation section 16451(d) for notice that previously was required for projects monitored by the Compliance Monitoring Unit.

PROPOSAL

I, the person whose signature is affixed to **page 14** of this proposal, submit this proposal to the Board of Supervisors of the County of Ventura and hereby declare:

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

2. That the addenda indicated on **page 14** of this proposal are acknowledged.

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

4. NONCOLLUSION DECLARATION

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

Signature of Officer _____

Printed Name of Officer _____

PROPOSAL

Contractor's Name _____

List of Subcontractors and Off-Job Fabricators

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

| Name of Subcontractor or Off-Job Fabricator | Contractor's License Number | Business Address | Items of Work |
|--|--|-------------------------|----------------------|
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If more space is needed, attach additional sheets.

Public Contract Code Section 4104 provides that bidders must list:

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

NOTE: Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price. See specifications section 2-3.2 for exceptions.

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed
Subcontractor _____, hereby certifies that it has,
has not____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as
required by Executive Orders 10925, 11114, or 11246, and that, where required, it has filed with the Joint
Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government
contracting or administering agency, or the former President's Committee on Equal Employment Opportunity,
all reports due under the applicable filing requirements.

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

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

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

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the COUNTY of VENTURA PUBLIC WORK AGENCY

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion Thereof shall also constitute signature of this certification.

**NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

| | | |
|---|---|---|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____ |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____ | | 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____ |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: \$ _____ | |
| 10.a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> <div style="text-align: right;">(attach Continuation Sheet(s))</div> | b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i> SF-LLLA, if necessary) | |
| 11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned | 13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ | |
| 12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____ | | |
| 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <div style="text-align: right;">(attach Continuation Sheet(s) SF-LLLA, if necessary)</div> | | |
| 15. Continuation Sheet (s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 16. <small>Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</small> | Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ | |
| Federal Use Only: | | Authorized for Local Reproduction Standard Form LLL (Rev. 7-97) |

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks Subawardee then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90<<ENDIF

PROPOSAL

Schedule of work and prices for: **SESPE STREET & PASADENA AVENUE BIKE LANES**
SCHEDULE I (FOR TYPE II BIKE LANES)

| Item No. | Units | Approx Quantity | Item Description | Payment Reference | Unit-Prices (In Figures) | Item Total (In Figures) |
|----------|-------|-----------------|--|-------------------|--------------------------|-------------------------|
| 1 | LS | 1 | Mobilization | 9-3.4.2 | | |
| 2 | LS | 1 | Traffic Control & Construction Signing | 1003-7 | | |
| 3 | LS | 1 | Water Pollution Control | 1004-3 | | |
| 4 | EA | 4 | Culvert Extension with Headwall | 1006-2 | | |
| 5 | LF | 28 | 18" RCP Replacement | 1007-2 | | |
| 6 | SF | 320 | PCC Driveway Approach Reconstruction | 1008-2 | | |
| 7 | LS | 1 | Road Shoulder Slope & Ditch Regrading | 1009-2 | | |
| 8 | CY | 40 | Air Placed Concrete with Wire Mesh | 1010-2 | | |
| 9 | TN | 1,350 | 7" Thick AC Pavement Widening | 1012-6 | | |
| 10 | TN | 15 | Miscellaneous AC Paving | 1013-3 | | |
| 11 | LS | 1 | Surface Preparation & Crack Sealing | 1014-4 | | |
| 12 | SY | 11,822 | Type II Emulsion-Aggregate Slurry | 1015-7 | | |
| 13 | MI | 1.32 | PMB Shoulder Backing | 1016-2 | | |
| 14 | LS | 1 | Pavement Delineation & Striping | 1017-5 | | |
| 15 | EA | 3 | Bicycle & Arrow Marking | 1019-2 | | |
| 16 | EA | 11 | Regulatory & Warning Sign | 1020-2 | | |
| 17 | EA | 10 | Object Marker | 1021-2 | | |
| 18 | EA | 4 | Mailbox Replacement | 1022-2 | | |
| | | | Total Schedule I Amount Bid | | | |

SCHEDULE II (FOR TYPE III BIKE LANES)

| Item No. | Units | Approx Quantity | Item Description | Payment Reference | Unit-Prices (In Figures) | Item Total (In Figures) |
|----------|-------|-----------------|---|-------------------|--------------------------|-------------------------|
| 19 | LS | 1 | Traffic Control & Construction Signing | 1003-7 | | |
| 20 | LS | 1 | Water Pollution Control | 1004-3 | | |
| 21 | LS | 1 | Surface Preparation & Crack Sealing | 1014-4 | | |
| 22 | SY | 18,600 | Type II Emulsion-Aggregate Slurry | 1015-7 | | |
| 23 | LS | 1 | Pavement Delineation & Striping | 1017-5 | | |
| 24 | EA | 77 | Sharrow Marking | 1018-2 | | |
| 25 | EA | 9 | Regulatory & Warning Sign | 1020-2 | | |
| 26 | LS | 1 | Release On Contract | 9-4 | | \$1.00 |
| | | | Total Schedule II Amount Bid | | | |
| | | | Total Schedule I & II Amount Bid | | | |

The following addenda are acknowledged:

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

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

| Number | Dated |
|--------|-------|
| | |
| | |
| | |

I make the above proposal and certify or declare under penalty of perjury under the laws of the State of California that the statements made on **Page 5 & 8** of this Proposal, and below my signature, are true and correct.

Dated _____

Signature

Printed Name

At _____
(City and State)

Position

(Sole Owner, Partner, President, etc.)

License No. _____

Company Name _____

License Classification _____

Type of Organization _____
(Individual, Partnership, Corp.)

License Expiration Date _____

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____, Principal,

and _____

_____, Surety, are held and firmly bound
unto

COUNTY OF VENTURA Obligee,

in the sum of Ten Percent of the total amount of the Bid for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a bid or proposal to Obligee on a contract for

SESPE STREET & PASADENA AVENUE BIKE LANES

NOW, THEREFORE, if that contract be awarded to principal and principal shall, within such time as specified, duly execute the contract in the prescribed form and deliver the same to obligee with all required bonds/performance securities, certificates of insurance and such other items as required in the bidding or contract documents then this obligation shall be null and void; otherwise to remain in full force and effect, and if the contract is awarded to principal and principal fails, within the time specified, to duly execute the contract in the prescribed form and deliver the same to obligee with all said required items, then surety shall pay obligee the full sum of this bond.

Surety, for value received, hereby agrees that no extension of time, change, alteration, modification, or addition to the bidding or contract documents, or of the work required thereunder, shall release or exonerate surety on this bond or in any way affect the obligation of this bond; and surety does hereby waive notice of same.

Signed, sealed and dated

(Principal)

by _____ (Seal)

(Surety)

by _____
Attorney-in-Fact

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

Telephone No. _____

THIS CONTRACT HAS A DISADVANTAGED BUSINESS ENTERPRISES (DBE) GOAL OF 10%. FAILURE TO SUBMIT THE DBE INFORMATION IDENTIFIED IN THE PROPOSAL MAY BE GROUNDS FOR DISQUALIFICATION OF THE BID.

THIS PAGE AND THE FOLLOWING DBE COMMITMENT PAGES MUST BE SUBMITTED NO LATER THAN 4:00 PM ON THE 4TH BUSINESS DAY FROM THE BID OPENING DATE PER "FEDERAL REQUIREMENTS", SECTION 1(a) AND 1(b).

- **Exhibit G – Construction Contract DBE Commitment**
- **Exhibit H – DBE Information – Good Faith Efforts**
- **Letter of Intent for proposed DBE Subcontractor**
- **DBE Trucking Commitment Form (if applicable)**

Notice to Bidders

Guide Concerning DBE Good Faith Efforts

Caltrans is increasing its scrutiny of all Local Agency's Good Faith Efforts (GFE) to meet the DBE goals on Federal-Aid projects. Local agencies (including County of Ventura) must investigate and report to Caltrans on the adequacy of Contractor's GFE submittal and inadequate GFE may be grounds for rejecting the Contractor's Bid.

Bidders are minded when seeking DBE Participation to make certain that the DBE's that are solicited actually provide the type of work being requested. Soliciting DBE's for work they do not offer is unacceptable. In addition, bidders must not solicit DBE work that is not needed on the project.

When soliciting DBE's, bidders must provide supporting documentation. County of Ventura will examine all documentation thoroughly for the following:

- Copies of letters sent to potential DBE's and delivery methods (if faxed, copy of the transmittals)
- Telephone logs that include: Name of contact, date, time and date of follow up for each DBE that was contracted. (Please note: Agency will randomly contact DBE's for confirmation)
- Proposals from all DBE's and non-DBE's and a detailed explanation as to why a DBE was rejected

Caltrans has asked the Local Agency (County of Ventura) to compare the DBE commitments of the 2nd and 3rd bidders to the low bidder when determining whether the low bidder made adequate GFE to meet the DBE Goal. If the GFE was not adequate, the County may award to the 2nd low bidder.

GUIDANCE FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL

The information necessary to establish the bidder's adequate good faith efforts to meet the contract goal should include:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder.
- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.
- C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to meet the DBE goal was made available to DBE firms.
- D. The names, address and phone numbers of rejected DBE firms, the firms selected for that work, and the reasons for the bidder's choice.
- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any work which was provided to the DBEs.
- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.
- G. The names of agencies contacted to provide assistance in contracting, recruiting and using DBE firms.
- H. Any additional data to support a demonstration of good faith efforts."

It is recommended that bidders consider the following in making efforts to obtain participation of DBEs, and when preparing the documentation to be submitted, demonstrating their good faith efforts:

- Advertising for DBE participation may be placed in newspapers, trade papers, minority focus papers and on the Internet.
- The more advertising the better. The wider the audience—especially in trade and focus publications—the better a prime contractor can "get the word out" they plan to bid a project, the better potential for DBEs to know about the project and to whom they should bid.
- Solicitations and follow-up telephone contacts should occur within reasonable time before the opening bid date to allow the subcontractor time to prepare a quote to submit to the bidder. Telephone or e-mail logs, and fax receipts may be used to corroborate follow-up contacts.

- Advertisements and solicitations should state which items or portions of work are being made available. The bidder should consider making as many items of work available as possible to meet the goal, including those items normally performed by the bidder with its own forces.
- Bidders are encouraged to assist DBE subcontractors in the areas of bonding (if required), lines of credit, and obtaining necessary equipment, supplies and materials, and inform DBEs of this assistance in their solicitations.
- The documentation to be submitted to the local agency should clearly demonstrate all efforts made by the bidder to meet the DBE goal. To assist in providing clear documentation, bidders should consider the following:
 - Be careful when referring to “See Attachments” without providing explicit information where to find the material. Clearly identifying these items as Attachment A, Attachment B, etc. is suggested.
 - Attachments may include copies of advertisements, solicitations and logs of telephone follow-ups, e-mail or fax receipts.
 - In documenting the work made available to DBEs, list the bid item number, description of the work and what portion of the item was offered, if applicable.
 - Include quotes from rejected DBEs and the quotes from the firms selected. If the bidder is doing the work at less cost, include the items to be performed and the costs.
 - Identify any contacts with agencies, organizations or groups used or contacted to provide assistance in contacting, recruiting and using DBE firms, and any responses or assistance received from them.
 - Describe any additional information which would demonstrate that adequate good faith efforts were made to meet the goal.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s). **CML-5952(197)**

Bid Opening Date **JULY 23RD, 2019**

The **COUNTY OF VENTURA** established a Disadvantaged Business Enterprise (DBE) goal of **10%** for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) business days from bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

| <u>Publications</u> | <u>Dates of Advertisement</u> |
|---------------------|-------------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

| <u>Names of DBEs Solicited</u> | <u>Date of Initial Solicitation</u> | <u>Follow Up Methods and Dates</u> |
|--------------------------------|-------------------------------------|------------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to met or exceed the DBE contract goal.

| Items of Work | Bidder Normally Performs Item (Y/N) | Breakdown of Items | Amount (\$) | Percentage Of Contract |
|---------------|---|-----------------------|----------------|------------------------------|
| | | | | |
| | | | | |
| | | | | |

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

| Name of Agency/Organization | Method/Date of Contact | Results |
|-----------------------------|------------------------|---------|
| | | |
| | | |

- H. Any additional data to support a demonstration of good faith efforts:

Exhibit 15-G Construction Contract DBE Commitment

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____
8. Total Dollar Amount for ALL Subcontractors: _____ 9. Total Number of ALL Subcontractors: _____

| 10. Bid Item Number | 11. Description of Work, Service, or Materials Supplied | 12. DBE Certification Number | 13. DBE Contact Information (Must be certified on the date bids are opened) | 14. DBE Dollar Amount |
|--|---|------------------------------|--|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Local Agency to Complete this Section upon Execution of Award 21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____ | | | 15. TOTAL CLAIMED DBE PARTICIPATION \$ _____ % _____ | IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. 16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 20. Preparer's Title _____ |
| Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 26. Local Agency Representative's Signature _____ 27. Date _____ 28. Local Agency Representative's Name _____ 29. Phone _____ 30. Local Agency Representative's Title _____ | | | | |

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

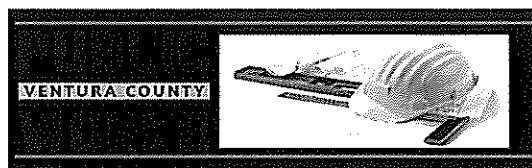
INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

- 1. Local Agency** - Enter the name of the local agency that is administering the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location(s) as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 13. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 14. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 15. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 16. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 17. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 18. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 20. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 21. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
- 23. Bid Opening Date** - Enter the date contract bids were opened.
- 24. Contract Award Date** - Enter the date the contract was executed.
- 25. Award Amount** – Enter the contract award amount as stated in the executed contract.
- 26. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 27. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 28. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 29. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 30. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.



Letter of Intent for Proposed DBE Subcontractor

PART 1

DBE Subcontractors, at any tier level, are required to complete this form and affirm that DBE subcontractors will be utilized consistent with the level of participation referenced on Exhibit 15-G – Construction Contract DBE Commitment Form. Proposed Bidders and DBE Subcontractors must sign this form attesting to the accuracy of the information provided. This form and a copy of the subcontractor's quote is required to be submitted by each DBE subcontractor along with Exhibit 15-G – Construction Contract DBE Commitment form.

DBE Subcontractor Information:

1. Project Number: _____
2. Project Name: _____
3. Name of Prime: _____
4. Business Address: _____
5. Name of Proposed DBE Address: _____
6. Telephone Number: _____
7. Business Address: _____
8. Total DBE Dollars Committed: _____ (Amount should match \$ Amount listed on Exhibit 15-G – Construction).
9. Description of work to be performed by the DBE Firm:

Affirmation

Signatures of the authorized representatives of the proposed bidder and the DBE business below, represent the commitment by both parties. A formal subcontract agreement between the proposed bidder and the DBE subcontractor shall include the scope of work and monetary commitment referenced above. DBE commitments in this document shall be a condition of contract award.

Name of Prime Contractor

Name of DBE Subcontractor

Authorized Signature of Business

Authorized Signature of Business

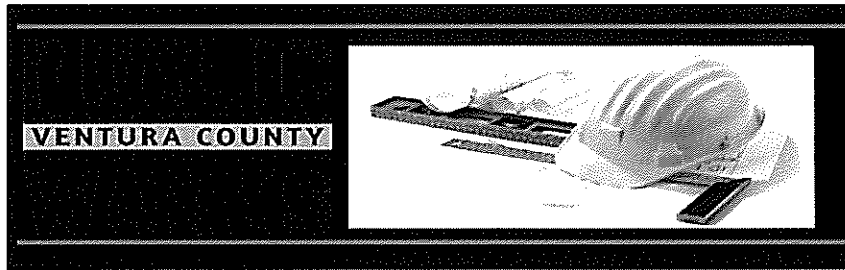
Title of Signatory

Title of Signatory

Phone Number/Date

Phone Number/Date

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
TRUCKING COMMITMENT AGREEMENT FORM



This form is required to be submitted by the bidder if a DBE trucking firm or DBE truck broker is selected for DBE participation on this contract. Include this form with the Exhibit 15-G - Construction Contract DBE Commitment Form and submit no later than 4:00 PM on the 4th business day from the bid

DBE Trucking Firm Information Form

DBE Trucking Firm/Broker

Name of Firm: _____ Date: _____
Address: _____
Phone No: _____
DBE Cert# _____

DBE Trucking Information

1. Number of fully operational trucks owned by the DBE Subcontractor: _____
2. Description of Trucks: Tractor/Trailers: ____ End Dump Trucks: ____ Belly Dumps: ____
3. Number of trucks that will be used for this contract: _____
4. Estimated beginning date: _____ Estimate Completion Date: _____
5. DBE Commitment Dollar amount (trucks owned by DBE Owner-Operator or Trucking Firm) :
\$ _____
6. Total DBE Commitment Amount (Total \$ amount including section A & B): \$ _____
Note: Amount shown in No. 6 should match the \$ amount listed on Exhibit 15-G (Construction Commitment Form).

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM TRUCKING COMMITMENT AGREEMENT FORM

If Owner Operators or additional trucking companies are to be used, complete the following and provide a copy of lease agreements

If applicable.

A. DBE OWNER-OPERATORS (100% CREDIT TOWARDS DBE PARTICIPATION)

| | Name of Trucking Company | DBE Certification No. | Description of Equipment | License Plate # on Truck | California Hwy Patrol CA. No. | Committed Dollar Amount |
|----|--------------------------|-----------------------|--------------------------|--------------------------|-------------------------------|-------------------------|
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |

B. NON-DBE OWNER-OPERATORS (CREDIT FOR FEES OR COMMISSION ONLY)

| | Name of Trucking Company | DBE Certification No. | Description of Equipment | License Plate # on Truck | California Hwy Patrol CA. No. | Total Dollar Amount Commissions and/or Fees |
|----|--------------------------|-----------------------|--------------------------|--------------------------|-------------------------------|---|
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |

Affirmation:

Name of Prime Contractor

Name of DBE Subcontractor

Authorized Signature of Business

Authorized Signature of Business

Title of Signator

Title of Signator

Phone Number/Date

Phone Number/Date

PREVAILING WAGE REQUIREMENTS

**COUNTY OF VENTURA
PUBLIC WORKS AGENCY**

PREVAILING RATES OF WAGES

As provided in Subsection 7-2.2 of these specifications, and in accordance with the provisions of Division 2, Part 7, Chapter 1, of the California Labor Code, and the Code of Federal Regulations (Davis-Bacon Act), the California Department of Industrial Relations and the U.S. Secretary of Labor have established the general prevailing rates of per diem wages for each craft, classification and type of work needed to execute contracts for public works and improvements. The per diem wages published at the date the contract is advertised for bids shall be applicable. Copies of the prevailing rate of per diem wages are on file in the office of the Public Works Agency at 800 South Victoria Avenue, Ventura, CA 93009, and such copies will be made available to any interested party upon request. A copy will be furnished without cost to the successful bidder. Future effective wage rates which have been predetermined are on file with the Department of Industrial Relations and are referenced but not printed in said publication. The new wage rates shall become effective on the day following the expiration date and apply to this contract in the same manner as if they had been included or referenced in this contract.

Furthermore, the current Federal General Wage Determinations for this project as predetermined by the Secretary of Labor are set forth in these special provisions. If there is a difference in the Federal minimum wage rates and the California Department of Industrial Relations for similar classifications of labor, the contractor and its subcontractors shall pay not less than the higher wage rate.

The wage rate for any classification not listed by the Federal Department of Labor or the California Department of Industrial Relations, but which may be required to execute the proposed contract, shall be in accord with specified rates for similar or comparable classifications or for those performing similar or comparable duties, within the agencies' determinations.

The State Wage Rate determinations are available on the Internet at <http://www.dir.ca.gov/DLSR/PWD/index.htm> and are on file in the office of the Public Works Agency. A copy will be furnished without cost to the successful bidder.

The Federal Wage Rates determinations are at:

<https://wdol.gov/dba.aspx>

The contractor shall post a copy of both State and Federal wage rates at each job site at a location readily available to the workers.

Excerpts from the California Labor Code

AS of January 1, 2018.

These excerpts from the Labor Code include the sections listed in specification Section 7.2.2.2 that are required by Labor Code 1775(b)(1) to be included in all subcontracts. These excerpts also include sections recommended by the CA Department of Industrial Relations that contain information on the contractor registration requirements. These sections are furnished for the convenience of the contractor and in no way limit the required compliance with all laws.

1725.5. A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

1771. Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

1771.1. (a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h) (1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j) (1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at the address on file with either of the following:

(i) The Contractors' State License Board.

(ii) The Secretary of State.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be

governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

1775. (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or

subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

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

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

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

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

1776.

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

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

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

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

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

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

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

(C) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

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

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and

furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

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

(h) The contractor or subcontractor has 10 days in which to comply, subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

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

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

1777.5.

(a) This chapter does not prevent the employment of properly registered apprentices upon public works.

(b) (1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

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

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

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

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

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

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

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

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

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

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

- (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
- (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
- (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
- (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

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

(m)

(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) (A) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the

purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

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

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

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

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

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

**PUBLIC CONTRACT CODE 9204
DISPUTE RESOLUTION PROCESS**

EXCERPTS FROM PUBLIC CONTRACT CODE 9204

EFFECTIVE DATE JANUARY 1, 2017

Please note section 9204 of the Public Contract Code, set forth in full below. Contractor must follow the contractual dispute resolution process specified in the Ventura County Standard Specifications, which is consistent with section 9204.

* * *

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant 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 public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) 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 public entity shall provide the claimant 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 public entity 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 public

entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties 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.

(C) 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.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a

public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

**VENTURA COUNTY
STANDARD SPECIFICATIONS**

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**COUNTY OF VENTURA
PUBLIC WORKS AGENCY
STANDARD SPECIFICATIONS
PART 1 - GENERAL PROVISIONS**

SECTION 0 - SSPWC ADOPTION AND MODIFICATIONS

0-1 STANDARD SPECIFICATIONS

Except as hereinafter provided or as modified by the Special Provisions, the provisions of Parts 2 through 5 of the 2015 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 and Sections 200-1.6.2, and 301-1.4.

0-3 NUMBERING OF SECTIONS

The numbering in these modifications is compatible with the numbering in SSPWC. References to whole sections of SSPWC and these modifications are preceded by the word "Section", references to parts of sections show numbers only, such as "211-5", except at the beginning of a sentence, the word "Section" precedes the number. 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 - 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.

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.

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.

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 3-3.

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.

1-2 DEFINITIONS (Continued)

- 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.
- 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.
- Prompt**--The briefest interval of time required for a considered reply, including time required for approval by a governing body.
- Proposal**--See Bid.
- Reference Specifications**--Those bulletins, standards, rules, methods of analysis or testing, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents. These refer to the latest edition, including amendments in effect and published at the time of advertising the project or issuing the permit, unless specifically referred to by edition, volume, or date.
- 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 Special Provisions**-- Special Provisions prepared in standardized form numbered in the series 401 through 499.

1-2 DEFINITIONS (Continued)

Standard Specifications--Parts 1 through 6 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--See 2-4.

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 6-7.2 and 6.7.2.1.

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

| <u>Abbreviation</u> | <u>Word or Words</u> | <u>Abbreviation</u> | <u>Word or Words</u> |
|---------------------|--|---------------------|-----------------------------|
| Aban | Abandon | l | Liters |
| Aband | Abandoned | Lab | Laboratory |
| ABS | Acrylonitrile-butadiene-styrene | Lat | Lateral |
| AC | Asphalt Concrete | LD | Local depression |
| ACP | Asbestos cement pipe | LED | Light Emitting Diode |
| ADA | Americans with Disabilities Act of 1990 (Public Law 101-336, 104 Stat. 1990,42 USC 12101-12213 (as amended)) | LH | Lamp hole |
| Alt | Alternate | LL | Live load |
| AmerStd | American Standard | LOL | Layout line |
| APC | Air Placed Concrete | Long | Longitudinal |
| ARAM | Asphalt Rubber Aggregate Membrane | LP | Lamp post |
| ARHM | Asphalt Rubber Hot Mix | LPS | Low pressure sodium (Light) |
| AWG | American Wire Gage (non-ferrous wire) | LS | Lump sum |
| B/W | Back of wall | LTS | Lime treated soil |
| BC | Beginning of curve | m | Meters |
| BCR | Beginning of curb return | Maint | Maintenance |
| Bdry | Boundary | Max | Maximum |
| BF | Bottom of footing | MC | Medium curing |
| BM | Bench mark | MCR | Middle of curb return |
| BMPs | Best Management Practices | Meas | Measure |
| BVC | Beginning of vertical curve | MH | Manhole, maintenance hole |
| C&G | Curb & Gutter | Mil Spec | Military specification |
| C&G | Curb and gutter | Min | Minimum |
| CAB | Crushed aggregate base | Misc | Miscellaneous |

| <u>Abbreviation</u> | <u>Word or Words</u> |
|----------------------------|--|
| CALOSHA | California Occupational Safety and Health Administration |
| CALTRANS | California Department of Transportation |
| CAP | Corrugated aluminum pipe |
| CB | Catch Basin |
| Cb | Curb |
| CBP | Catch Basin Connection Pipe |
| CBR | California Bearing Ratio |
| C-C | Center to center |
| CCFRPM | Centrifugally Cast Fiberglass Reinforced Plastic Mortar |
| CCR | California Code of Regulations |
| CCTV | Closed Circuit TV |
| CF | Cubic foot |
| CF | Curb face |
| CFR | Code of Federal Regulations |
| CFS | Cubic feet per second |
| CHDPE | Corrugated High Density Polyethylene |
| CIP | Cast iron pipe |
| CIPP | Cast-in-place pipe |
| CIPPC | Cast-in-place Concrete Pipe |
| CL | Clearance, center line |
| CLF | Chain link fence |
| CLSM | Controlled Low Strength Material |
| CMB | Crushed miscellaneous base |
| CMC | Cement mortar-coated |
| CML | Cement mortar-lined |
| cms | Cubic meters per second |
| CO | Cleanout (Sewer) |
| Col | Column |
| Conc | Concrete |
| Conn | Connection |
| Const | Construct, Construction |
| Coord | Coordinate |
| CQS | Cationic Quick-Setting |
| CRM | Crumb Rubber Modifier |
| CRS | Cationic Rapid-Setting |
| CSEP | Confined Space Entry Plan |
| CSP | Corrugated steel pipe |
| CSPA | Corrugated steel pipe arch |
| CSS | Cationic Slow-Setting |
| CT | California Test |
| CTB | Cement treated base |
| CV | Check valve |
| CY | Cubic yard |
| D | Depth, Load of pipe |
| db | Decibels |
| Dbi | Double |
| DF | Douglas Fir |
| Dia | Diameter |
| DIP | Ductile iron pipe |
| DL | Dead load |
| DT | Drain tile |
| Dwg | Drawing |
| Dwy Appr | Driveway approach |
| Dwy | Driveway |
| Ea | Each |
| EC | End of curve |
| ECR | End of curb return |
| EF | Each face |
| EG | Edge of gutter |
| EGL | Energy grade line |
| EI | Elevation |
| ELC | Electrolit lighting conduit |
| ELT | Extra long ton of slurry |
| Eng | Engineer, Engineering |
| EP | Edge of pavement |
| Esmt | Easement |
| ETB | Emulsion treated base |

| <u>Abbreviation</u> | <u>Word or Words</u> |
|----------------------------|--|
| Mon | Monument |
| MSDS | Material Safety Data Sheet |
| Mult | Multiple |
| MUTCD | Manual on Uniform Traffic Control Devices |
| MVL | Mercury vapor light |
| N/A | No applicable |
| NRCP | Nonreinforced concrete pipe |
| Obs | Obsolete |
| oc | On center |
| OD | Outside diameter |
| OE | Outer edge |
| Opp | Opposite |
| Orig | Original |
| PAV | Pressure Aging Vessel |
| PB | Pull box |
| PC | Point of curvature |
| PCC | Point of compound curvature |
| PCC | Portland cement concrete |
| PCVC | Point of compound vertical curve |
| PE | Polyethylene |
| PG | Performance Graded |
| PI | Point of intersection |
| PL | Property line |
| PLI | Pounds per linear inch |
| PMB | Processed miscellaneous base |
| POC | Point on curve |
| POT | Point on tangent |
| PP | Power pole |
| PRC | Point of reverse curve |
| PRCB | Precast Reinforced Concrete Box |
| PRVC | Point of reverse vertical curve |
| PSI | Pounds per square inch |
| PT | Point of tangency |
| PVC | Polyvinyl chloride |
| Pvmt | Pavement |
| Pvt R/W | Private right of way |
| Q | Rate of flow in cms (CFS) |
| Quad | Quadrangle, Quadrant |
| R | Radius or Resistance value |
| R&O | Rock and Oil |
| R/W | Right of way |
| RA | Reclaimed Asphalt or Recycling agent |
| RAC | Recycled asphalt concrete |
| RAP | Reclaimed asphalt pavement |
| RBAC | Rubberized asphalt concrete |
| RC | Reinforced concrete or Rapid Curing |
| RCB | Reinforced concrete box |
| RCE | Registered civil engineer |
| RCP | Reinforced concrete pipe |
| RCV | Remote control valve |
| Ref | Reference |
| Reinf | Reinforced or reinforcement |
| Res | Reservoir |
| RGE | Registered geotechnical engineer |
| RPPCC | Reclaimed Plastic Portland Cement Concrete |
| RR | Railroad |
| RSE | Registered structural engineer |
| RTE | Registered traffic engineer |
| RTFO | Rolling Thin Film Oven |
| RW | Reclaimed Water |
| S | Slope |
| S/W | Sidewalk |
| SC | Slow curing |
| SCCP | Steel cylinder concrete pipe |
| SCNs | Supplementary Cementitious Materials |
| SD | Storm drain |
| SDR | Standard dimension ratio |

| <u>Abbreviation</u> | <u>Word or Words</u> | <u>Abbreviation</u> | <u>Word or Words</u> |
|----------------------------|-------------------------------------|----------------------------|--|
| EVC | End of vertical curve | SE | Sand Equivalent |
| Exc | Excavation | Sec | Section |
| Exist or Ex | Existing | SF | Square foot |
| Exp Jt | Expansion joint | SG | Specific gravity |
| F & C | Frame and cover | SI | International System of Units (Metric) |
| F & I | Furnish and install | SLC | Service Lateral Connection |
| F/W | Face of wall | Spec | Specifications |
| Fab | Fabricate | SR | Standard ratio |
| FAS | Flashing arrow sign | SS | Sanitary sewer |
| FD | Floor drain | SSB | Select sub-base |
| Fdn | Foundation | SSP | Structural steel plate pipe |
| Fed Spec | Federal Specification | SSPA | Structural steel plate pipe arch |
| FG | Finished grade | St Hwy | State highway |
| FL | Flow line | Sta | Station |
| FS | Finished surface | Std | Standard |
| ft - lb | foot – pound | Str Gr | Straight grade |
| Ftg | footing | Str | Straight |
| FW | Face of wall | Struc | Structural/Structure |
| Ga | Gauge | SW | Sidewalk |
| Galv | Galvanized | SWD | Sidewalk drain |
| GG | Gap graded | SWPPP | Storm Water Pollution Prevention Plan |
| GIP | Galvanized iron pipe | SY | Square Yard |
| GL | Ground line or grade line | T/W | Top of wall |
| GM | Gas meter | Tan | Tangent |
| GP | Guy pole | TC | Top of curb |
| Gr | Grade | TCP | Traffic control plan |
| Grtg | Grating | Tel | Telephone |
| GSP | Galvanized steel pipe | TF | Top of footing |
| H | High or height | Topo | Topography |
| HB | Hose bib | Tr | Tract |
| HC | House connection | Trans | Transition |
| HDPE | High density Polyethylene | TRMAC | Tire rubber modified asphalt concrete |
| HDWL | Headwall | TS | Traffic signal or transition structure |
| HGL | Hydraulic grade line | TSC | Traffic signal conduit |
| Hor, Horiz | Horizontal | TSS | Traffic signal standard |
| Hp | Horsepower | TTC | Temporary traffic control |
| HPG | High pressure gas | TW | Top of wall |
| HPS | High pressure sodium (Light) | Typ | Typical |
| HRWRA | High Range Water Reducing Admixture | U.S. | United States |
| Hyd, Hydr | Hydraulic | U.S.C. | United States Code |
| ID | Inside diameter | USA | Underground Service Alert |
| Incl | Include, Including | Var | Varies, Variable |
| Insp | Inspection | VB | Valve box |
| Inv | Invert | VC | Vertical curve |
| IP | Iron pipe | VCP | Vitrified clay pipe |
| J | Joules | Vert | Vertical |
| JC | Junction chamber | Vol | Volume |
| Jct | Junction | VTCSH | Vehicle Traffic Controls Signal Heads |
| JS | Junction structure | W | Width or Wider |
| Jt | Joint | WATCH | Work Area Traffic Control Handbook |
| kg | Kilograms | WI | Wrought iron |
| kPa | KiloPascals | WM | Water meter |
| L | Length | WPJ | Weakened plane joint |
| | | WTAT | Wet Track Abrasion Test |
| | | X Conn | Cross connection |
| | | x (as in 2x4) | by |
| | | X-Sec | Cross section |

1-3.3 Institutions.

| <u>Abbreviation</u> | <u>Word or Words</u> |
|---------------------|---|
| AAN | American Association of Nurserymen |
| AASHTO | American Association of State Highway and Transportation Officials |
| ACI | American Concrete Institute |
| AGC | Associated General Contractors of America |
| AISC | American Institute of Steel Construction |
| ANSI | American National Standards Institute |
| API | American Petroleum Institute |
| APWA | American Public Works Association |
| AREA | American Railway Engineering Association |
| ASHRAE | American Society of Heating, Refrigeration and Air-Conditioning Engineers |
| ASME | American Society of Mechanical Engineers |
| ASTM | American Society for Testing and Materials |
| AWPA | American Wood Preserver's Association |
| AWS | American Welding Society |
| AWWA | American Water Works Association |
| CBSC | California Building Standards Commission |
| CRSI | Concrete Reinforcing Steel Institute |
| EIA | Electronic Industries Association |
| EPA | Environmental Protection Agency |
| ETL | Electrical Testing Laboratories |
| FCC | Federal Communications Commission |
| IAPMO | International Association of Plumbing and Mechanical Officials |
| ICC | International Code Council |
| IEEE | Institute of Electrical and Electronics Engineers |
| IMSA | International Municipal Signal Association |
| ITE | Institute of Traffic Engineers |
| NEMA | National Electrical Manufacturers Association |
| NFPA | National Fire Protection Association |
| NOAA | National Oceanic and Atmospheric Administration (Department of Commerce) |
| RUS | Rural Utility Service |
| UL | Underwriters' Laboratories, Inc. |
| USGS | United State Geological Survey |
| WFCB | Western Fire Chiefs Association |

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 |
| DBC | Uniform Code for Abatement of Dangerous Building | ICC |
| UBC | Uniform Building Code | ICC |
| UFC | Uniform Fire Code | ICC and WFCB |
| UHC | Uniform Housing Code | ICC |
| 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 California, Department of Transportation, Latest Edition |
| MUTCD | Manual on Uniform Traffic Control Devices |
| SSP | Standard Plans, State of California, Department of Transportation, latest edition |
| SPWPC | Standard Plans for Public Works Construction, Latest edition, published by BNi Building News, Los Angeles, |
| SSPWC | 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 (Division 1, Sections 0 through 10, of which this section is a part) |

1-4 UNITS OF MEASURE

1-4.1 General. The International System of Units, also referred to as SI or the metric system, is the principal measurement system in these Specifications and shall be used for construction, unless otherwise stated in the Contract Documents. U. S. Standard Measure, also called U. S. Customary System, are included in parenthesis. SI units and U. S. Standard Measure in parenthesis may or may not be exactly equivalent. If U. S. Standard Measures are specified for use in the Contract Documents, then all values used for construction shall be U. S. Standard Measures shown in parentheses. However, certain material Specifications and test requirements contained herein use SI units specifically and conversions to U. S. Measures have not been included in these circumstances. When U. S. Standard Measures are not included in parentheses, the SI units shall control.

Reference is also made to ASTM E 380 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, Equivalents and Abbreviations

| One U.S. Customary Unit (abbreviation) | Is Equal To | # | SI Unit |
|--|-------------|---------------------------------------|----------------------------|
| mil (=0.001 in) | 25.4 | micrometers | (μm) |
| inch (in) | 25.4 | millimeter | (mm) |
| inch (in) | 2.54 | centimeter | (cm) |
| foot (ft) | 0.3048 | meter | (m) |
| yard (yd) | 0.9144 | meter | (m) |
| mile | 1.6093 | kilometer | (km) |
| square foot (ft^2) | 0.0929 | square meter | (m^2) |
| square yard (yd^2) | 0.8361 | square meter | (m^2) |
| cubic foot (ft^3) | 0.0283 | cubic meter | (m^3) |
| cubic yard (yd^3) | 0.7646 | cubic meter | (m^3) |
| acre (=43,560 ft^2) | 0.4047 | hectare (1ha=10,000 m^2) | (ha) |
| gallon (gal) | 3.7854 | Liter | (L) |
| fluid ounce (fl. oz.) | 29.5735 | milliliter | (mL) |
| pound mass (avoirdupois) (lbs) | 0.4536 | kilogram | (kg) |
| ounce mass (oz) | 0.02835 | kilogram | (kg) |
| ounce mass (oz) | 28.35 | grams | (g) |
| Ton (=2000 lb avoirdupois) | 0.9072 | Tonne (1 Tonne = 1000 kg) | |
| Poise | 0.10 | Pascal-second | (Pa-s) |
| centistoke (cs) | 1.00 | square millimeter/sec. | (mm^2/s) |
| pound force (lbf) | 4.4482 | Newton | (N) |
| pound per square inch (psi) | 6.8948 | Kilopascal | (kPa) |
| pound force per foot (lbf/ft) | 14.594 | Newton per meter | (N/M) |
| foot-pound force (ft-lbf) | 1.3558 | Joules | (J) |
| foot-pound force per second ([ft-lbf]/s) | 1.3558 | Watt | (W) |
| part per million (ppm) | 1.00 | milligram/liter | (mg/L) |
| Degree Fahrenheit ($^{\circ}\text{F}$) | 0.5555 | Degree Celsius ($^{\circ}\text{C}$) | |

Temperature: Celsius to Fahrenheit

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

Temperature: Fahrenheit to Celsius

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

SI Units Used in Both Systems

| | | |
|------------|--------------|--------------|
| Ampere (A) | second (s) | Candela (cd) |
| Volt (V) | decibel (db) | Lumen (lm) |

Common Metric Prefixes

| | | | | | |
|-----------|-----------|-----------------|-----------|----------|------------|
| kilo (k) | 10^3 | milli (m) | 10^{-3} | nano (n) | 10^{-9} |
| centi (c) | 10^{-2} | micro (μ) | 10^{-6} | pico (p) | 10^{-12} |

1-5 SYMBOLS

| | | |
|---|-----------------------------------|-----------------------------|
| $^{\circ}$ Degree | P_L Property line | % Percent |
| ' Feet or minutes | S_L Survey line or station line | # Number |
| " Inches or seconds | C_L Center line | / per or of (between words) |
| Δ Delta, the central angle or angle between tangents | | \angle Angle |

SECTION 2 - SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF CONTRACT

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

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

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

Before award, the Bidder may be required to furnish acceptable evidence of adequate capability, equipment and financial resources to adequately perform the 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.

2-1.2 Notice of Award. Within one Day after award of Contract by the Board, the Bidder to whom Contract is awarded will be notified of award by 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.

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

2-1.4 Failure to Execute Documents. Should the Bidder fail to furnish Agency all required documents, properly executed, prior to the starting day of the Contract time computed as provided in 6-7.4 and stated in the Notice of Award, Agency may thereafter declare the Bidder to be in default and its Proposal guarantee forfeited.

2-1.5 Return of Proposal Guarantees. Within 10 Days after the award of the Contract, Agency will return the Proposal guarantees, other than Bidder's bonds, accompanying such of the proposals as are not to be further considered in making the award. The 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.

2-2 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.

2-3 SUBCONTRACTS.

2-3.1 General. Each Bidder shall comply with the Chapter of the Public Contract Code including Sections 4100 through 4113. The following excerpts or summaries of some of the requirements of that Chapter are included below for information.

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 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."

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.

2-3.1.1 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.

2-3.2 Additional Responsibilities. The Contractor shall give personal attention to the fulfillment of the Contract and shall keep the Work under its control.

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. This will be determined from information submitted by the Contractor, and subject to approval by the Engineer.

Before the work of any Subcontractor is started, the Contractor shall submit to the Engineer for approval a written statement showing the work to be subcontracted giving the name, contractor license number, registration with the Department of Industrial Relations, and business of each Subcontractor and description and value of each portion of work to be subcontracted.

2-3.3 Status of Subcontractors. Subcontractors shall be considered employees of the Contractor, and the Contractor shall be responsible for their work.

2-3.3.1 Subcontracts. The Contractor shall incorporate into all subcontracts, and the Subcontractor shall incorporate into all lower tier subcontracts, all of the Plans and Specifications which are part of the Contract between the Contractor and the Agency.

2-3.3.2 Contractor Responsible. The Contractor is responsible for properly performing and completing all Work required by the Contract whether or not it employs subcontractors for certain portions of the Work. It shall coordinate the sequence and timing of its efforts and that of its subcontractors to insure the proper and timely completion of the Work.

2-3.3.3 Specialty Contractors. Where a specialty Contractor's license is required by law or by the Specifications in order to perform certain portions of the Work, the Contractor may perform such portion with its own forces if it holds the proper license. Otherwise, it shall employ a properly licensed subcontractor to perform that portion of the Work. Such requirement to employ a subcontractor does not modify the other requirements of 2-3.

2-4 CONTRACT BONDS. Before execution of the Contract by the Agency, the Bidder 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 6.8-2.

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.

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

2-5 PLANS AND SPECIFICATIONS

2-5.1 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.

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

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.

2-5.2 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.

2-5.3 Shop Drawings, Working Drawings, and Submittals.

2-5.3.1 General. Submittals shall be provided, at the Contractor's expense, as required in 2-5.3.2, 2-5.3.3 and 2-5.3.4, 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.

2-5.3.2 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 2-5.3.2 (A)

| Item | Section Number | Title | Subject |
|------|----------------|--------------------------------------|---------------------------------------|
| 1 | 7-8.5.2 | Sanitary Sewers | Sewage Bypass and Pumping |
| 2 | 7.8.6.3 | Water Pollution Control | Storm Water Pollution Prevention Plan |
| 3 | 7-8.6.6 | Water Pollution Control | Dewatering Plan |
| 4 | 7-10.2.2 | Work Area Traffic Control | Traffic Control Plan |
| 5 | 7-10.4..2.2 | Safety | Trench Shoring |
| 6 | 207-8.4 | Joints | Vitrified Clay Pipe |
| 7 | 207-10.2.1 | General | Fabricated Steel Pipe |
| 8 | 300-3.2 | Cofferdams | Structure Excavation & Backfill |
| 9 | 303-1.6.1 | General | Falsework |
| 10 | 303-1.7.1 | General | Placing Reinforcement |
| 11 | 303-3.1 | General | Prestressed Concrete Construction |
| 12 | 304-1.1.1 | Shop Drawings | Structural Steel |
| 13 | 304-1.1.2 | Falsework Plans | Structural Steel |
| 14 | 304-2.1 | General | Metal Hand Railings |
| 15 | 306-2.1 | General | Jacking Operations |
| 16 | 306-3.1 | General | Tunneling Operations |
| 17 | 306-3.4 | Tunnel Supports | Tunneling Operations |
| 18 | 306-6 | Remodeling Existing Sewer Facilities | Polyethylene Liner Installation |
| 19 | 306-8 | Microtunneling | Microtunneling Operations |

Working drawings listed above as Items 4, 5, 8, 9, 11, 12, 13, 15 and 18 shall be prepared by a Civil or Structural Engineer registered by the State of California.

2-5.3.3 Shop Drawings. Shop drawings are drawings showing details of manufactured or assembled products proposed to be incorporated into the Work. Shop drawings required shall be as specified in the Special Provisions.

2-5.3.4 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:

- 1) List of Subcontractors per 2-3.2.
- 2) List of Materials per 4-1.4.
- 3) Certificates of Compliance per 4-1.5.
- 4) Construction Schedule per 6-1.
- 5) Spill Prevention and Emergency Response Plan per 7-8.5.3
- 6) Confined Space Entry Program per 7-10.4.5.1
- 7) Lean concrete base mix designs per 200-4
- 8) Concrete mix designs per 201-1.1.
- 9) Asphalt concrete mix designs per 203-6.1.
- 10) Pipeline layout diagrams per 207-2.1
- 11) Equipment and materials list per 307-1
- 12) Controller cabinet wiring diagrams per 307-17.2.2
- 13) 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.

2-5.4 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.

2-6 WORK TO BE DONE. The Contractor shall perform all work necessary to complete the Contract in a satisfactory manner. Unless otherwise provided, it 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.

2-6.1 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.

2-6.2 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.

2-6.3 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.

2-7 SUBSURFACE DATA. All soil and test hole data, groundwater elevations, and soil analyses shown on the Plans or included in the Specifications apply only at the location of the test holes and to the depths shown. Soil test reports for test holes which have been drilled are available for inspection at the office of the Engineer. Additional subsurface exploration may be performed by Bidders or the Contractor at their own expense.

The indicated groundwater elevation is that existing at the date specified in the data. It is the Contractor's responsibility to determine and allow for the groundwater elevation on the date the Work is performed. A difference in groundwater elevation between what is shown in soil boring logs and what is actually encountered during construction will not be considered as a basis for Extra Work per 3-3.

Opinions, recommendations or conclusions contained in any soils report, soil boring logs, subsurface materials investigation, geological report or other similar studies, tests or reports, prepared for the Agency, are not a part of the Contract. Contractor shall be responsible for forming its own opinions and conclusions from the facts set forth in such reports.

2-8 RIGHTS-OF-WAY. Rights-of-way, easements or rights-of-entry for the Work will be provided by the Agency. Unless otherwise provided, 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.

2-9 SURVEYING

2-9.1 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 bench marks. 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 bench marks 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.

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

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

2-9.2.2 Utilities. Section 5-5.1 requires the Contractor's cooperation during the relocation of utilities, which may require the setting of lines and grades when needed by utility owners performing relocations.

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

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

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

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

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

2-10 AUTHORITY OF BOARD AND ENGINEER. The Board has the final 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.

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

2-11 INSPECTION

The Work is subject to inspection and approval of 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 authorized. 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 as well as the Work site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with these specifications. Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

2-11.1 Permit Inspections. The Contractor shall arrange for code compliance inspections by all agencies issuing permits for the Work. The Work shall not continue beyond mandatory inspection points without clearance from the controlling agency. Each agency involved shall be notified in accordance with the code they enforce or in accordance with their standard operating procedures. No extensions of time will be granted for delays occasioned by such inspections except where, through no fault of the Contractor, the inspection is delayed more than one Day beyond normal response time after proper notification has been given. It shall be the Contractor's responsibility to see that any required inspection record card is signed off before proceeding with the next phase of the Work and completely signed off on completion of the Work.

2-11.2 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.

2-12 SPECIAL NOTICES. When specified in the Specifications or as directed by the Engineer, any notice required to be given 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.

2-13 AGENCY PERSONNEL AND AUTHORITY

2-13.1 General. The Board has complete authority for the project within the limits prescribed by law. Pursuant to resolutions duly adopted by the Board, the authority to perform certain functions has been delegated to the Director of Public Works. Agency staff personnel and Consultants delegated thereto by the Director are authorized to perform functions limited as set forth in the following list of personnel and designated duties.

2-13.2 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 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.

2-13.3 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.

2-13.4 Project manager. The Project manager responsible for the project is designated in the Notice to Proceed. This person may also be referred to as Project Engineer. The Project manager has the following authority:

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

2-13.5 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.

2-13.6 Other Agency Personnel and Consultants.

2-13.6.1 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.

2-13.6.2 Surveyors & Technicians. Surveyors and technicians shall have free access to the site to perform their duties but have no authority related to Contract administration.

2-13.6.3 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.

2-13.6.4 Consultants. Consultants hired by the Agency shall have free access to the site to perform their duties but have no authority related to Contract administration, unless such duties are specifically identified in writing to the Contractor. When so identified, Consultant may perform the duties of certain Agency personnel described above.

SECTION 3 - CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR

3-1.1 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.

3-1.2 Payment for Changes Requested by the Contractor. If such changes are granted, they shall be made at a reduction in cost or at 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.

3-2 CHANGES INITIATED BY THE AGENCY

3-2.1 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.

3-2.2 Payment for Changes Initiated by the Agency.

3-2.2.1 Contract Unit Prices. 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 included in the Specifications, an adjustment in payment will be made based upon the increase or decrease in quantity and the Contract unit price. In the case of such an increase or decrease in a Major Bid Item, the use of this basis for the adjustment of payment will be limited to that portion of the change which, together with all previous changes to that item, is not in excess of 25% of the total cost of such item based on the original quantity and Contract unit price.

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 included in the Specifications, an adjustment in payment will be made in accordance with 3-2.2.3.

Should any Contract item be deleted in its entirety, payment will be made only for actual costs incurred prior to notification of such deletion.

3-2.2.2 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.

3-2.2.3 Pricing. Adjustments in payments for changes other than those set forth in 3-2.2.1 and 3-2.2.2 will be determined by agreement between Contractor and Agency. If unable to reach agreement, the Agency may direct the Contractor to proceed on the basis of Extra Work in accordance with 3-3 or as set forth in 3-2.2.4.

3-2.2.4 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 3-3 to the extent payment in accordance with 3-3 exceeds the price set by the Agency.

3-3 EXTRA WORK

3-3.1 General. 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.

3-3.2 Payment.

3-3.2.1 General. When the price for the Extra Work cannot be agreed upon, the Agency will pay for the Extra Work based on the accumulation of costs as provided herein.

3-3.2.2 Basis for Establishing Costs

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

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

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

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

(b) **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.

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

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

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

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

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

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

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

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

3-3.2.2 Basis for Establishing Costs (Continued)

(d) **Other Items.** The Agency may authorize other items which may be required on the Extra Work. Such items include labor, service, material and equipment which are different in their nature from those required for the Work specified in the Contract and which are of a type not ordinarily available from the Contractor or any of its subcontractors.

Invoices covering all such items in detail shall be submitted with the request for payment.

(e) **Invoices.** Vendors' invoices for material, equipment rental, and other expenditures, shall be submitted with the request for payment. If the request for payment 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.

3-3.2.3 Markup

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

- | | | |
|-----|----------------------------------|-----|
| (1) | Labor | 33% |
| (2) | Materials..... | 15% |
| (3) | Equipment Rental | 15% |
| (4) | Other Items and Expenditures ... | 15% |

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

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

3-3.3 Daily Extra Work Reports by Contractor. When the price for the Extra Work cannot be agreed upon, the Contractor shall submit a Daily Extra Work Report to the Engineer on forms furnished by the Agency, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and for other services and expenditures when authorized. Failure to submit the Daily Extra Work Report, showing the labor and equipment hours and the quantity of materials used, by the close of the next Working Day may waive any rights for that day. Failure to submit fully completed Daily Extra Work Reports, with the required supporting documentation, within ten calendar days after the Engineer makes a written request for the such reports shall waive all rights for the work covered by the requested reports. An attempt shall be made to reconcile the Daily Extra Work Report daily, and it shall be signed by the Engineer and the Contractor. In the event of 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 Daily Extra Work Report. Daily Extra Work Reports by Subcontractors or others shall be submitted through the Contractor.

The Daily Extra Work Report shall:

- 1) Show names of workers, classifications, and hours worked.
- 2) Describe and list quantities of materials used.
- 3) Show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.
- 4) Describe other services and expenditures in such detail as the Agency may require.

In addition to the Daily Extra Work Reports, the Contractor shall furnish Certified Payroll Records for the labor included in the reports before payment will be made.

3-4 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 3-2.2. 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 6-6.

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 3-5.

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.

3-5 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 3-3.

SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 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.

Materials 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.

4-1.1.1 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.

4-1.2 Protection of Work and Materials. 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.

4-1.3 Inspection Requirements

4-1.3.1 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. Steel pipe in sizes less than 450 mm (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.

4-1.3.2 Inspection of Materials Not Locally Produced. When the Contractor intends to purchase materials, fabricated products, or equipment from sources located more than 80 km (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.

4-1.3.3 Inspection by the Agency. The Agency will provide all inspection and testing laboratory services within 80 km (50 miles) of the geographical limits of the Agency.

4-1.3.4 Certificates of Compliance. The Engineer may require certificates of compliance with the Specifications for materials or manufactured items produced outside of the 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.

4-1.4 Tests of Materials. 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.

4-1.5 Certification. 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.

4-1.6 Trade Names or Equals. 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.

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

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

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

Where use of products listed on the Plans or in the Specifications, or both, or where use of 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.

4-1.7 Weighing Equipment. All scales used for proportioning materials shall be inspected for accuracy and certified within the past 12 months by the State of California Bureau of Weights and Measures, by the County Director or Sealer of Weights and Measures, or by a scale mechanic registered with or licensed by the County.

The accuracy of the work of a scale service agency, except as stated herein, shall meet the standards of the California Business and Professions Code and the California 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.

All 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.

4-1.8 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 - UTILITIES

5-1 LOCATION. The Permittee (in the case of Private Contracts) and the Agency (in the case of Cash or Assessment Act Contracts), will search known substructure records and furnish the Contractor with copies of documents which describe the location of utility substructures, or will indicate on the Plans for the project those substructures (except for service connections) which may affect the Work. Information regarding removal, relocation, abandonment, or installation of new utilities will be furnished to prospective bidders.

Where underground main distribution conduits such as water, gas, sewer, electric power, telephone, or cable television are shown on the Plans, the Contractor shall assume that every property parcel will be served by a service connection for each type of utility.

As provided in Section 4216 of the California Government Code, at least 2 working days prior to commencing any excavation, the Contractor shall contact the regional notification center (Underground Service Alert of Southern California) and obtain an inquiry identification number.

The California Department of Transportation is not required by Section 4216 to become a member of the regional notification center. The Contractor shall contact it for location of its subsurface installations.

The Contractor shall determine the location and depth of all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations. If no pay item is provided in the Contract for this work, full compensation for such work shall be considered as included in the prices bid for other items of work.

5-2 PROTECTION. The Contractor shall not interrupt the service function or disturb the support of any utility without authority from the owner or order from the Agency. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff.

Where protection is required to ensure support of utilities located as shown on the Plans or in accordance with 5-1, the Contractor shall, unless otherwise provided, furnish and place the necessary protection at its expense.

Upon learning of the existence and location of any utility omitted from or shown incorrectly on the Plans, the Contractor shall immediately notify the Engineer in writing. When authorized by the Engineer, support or protection of the utility will be paid for as provided in 3-2.2.3 or 3-3.

The Contractor shall immediately notify the Engineer and the utility owner if any utility is disturbed or damaged. The Contractor shall bear the costs of repair or replacement of any utility damaged if located as noted in 5-1.

When placing concrete around or contiguous to any non-metallic utility installation, the Contractor shall at its expense:

1. Furnish and install a 50 mm (2 inch) cushion of expansion joint material or other similar resilient material; or
2. Provide a sleeve or other opening which will result in a 50 mm (2 inch) minimum-clear annular space between the concrete and the utility; or
3. Provide other acceptable means to prevent embedment in or bonding to the concrete.

Where concrete is used for backfill or for structures which would result in embedment, or partial embedment, of a metallic utility installation; or where the coating, bedding or other cathodic protection system is exposed or damaged by the Contractor's operations, the Contractor shall notify the Engineer and arrange to secure the advice of the affected utility owner regarding the procedures required to maintain or restore the integrity of the system.

5-3 REMOVAL. Unless otherwise specified, the Contractor shall remove all interfering portions of utilities shown on the Plans or indicated in the Bid documents as "abandoned" or "to be abandoned in place". Before starting removal operations, the Contractor shall ascertain from the Agency whether the abandonment is complete, and the costs involved in the removal and disposal shall be included in the Bid for the items of work necessitating such removals.

5-4 RELOCATION. When feasible, the owners responsible for utilities within the area affected by the Work will complete their necessary installations, relocations, repairs, or replacements before commencement of work by the Contractor. When the Plans or Specifications indicate that a utility installation is to be relocated, altered, or constructed by others, the Agency will conduct all negotiations with the owners and work will be done at no cost to the Contractor, except as provided in 301-1.6. Utilities which are relocated in order to avoid interference shall be protected in their position and the cost of such protection shall be included in the Bid for the items of work necessitating such relocation.

After award of the Contract, portions of utilities which are found to interfere with the Work will be relocated, altered or reconstructed by the owners, or the Engineer may order changes in the Work to avoid interference. Such changes will be paid for in accordance with 3-2.

When the Plans or Specifications provide for the Contractor to alter, relocate, or reconstruct a utility, all costs for such work shall be included in the Bid for the items of work necessitating such work. Temporary or permanent relocation or alteration of utilities requested by the Contractor for its convenience shall be its responsibility and it shall make all arrangements and bear all costs.

The utility owner will relocate service connections as necessary within the limits of the Work or within temporary construction or slope easements. When directed by the Engineer, the Contractor shall arrange for the relocation of service connections as necessary between the meter and property line, or between a meter and the limits of temporary construction or slope easements. The relocation of such service connections will be paid for in accordance with provisions of 3-3. Payment will include the restoration of all existing improvements which may be affected thereby. The Contractor may agree with the owner of any utility to disconnect and reconnect interfering service connections. The Agency will not be involved in any such agreement.

5-5 DELAYS. The Contractor shall notify the Engineer of its construction schedule insofar as it affects the protection, removal, or relocation of utilities. Said notification shall be included as a part of the construction schedule required in 6-1. The Contractor shall notify the Engineer in writing of any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities.

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted, and completed in accordance with 5-1.

The Contractor may be given an extension of time for unforeseen delays attributable to unreasonably protracted interference by utilities in performing work correctly shown on the Plans.

The Agency will assume responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities within the area affected by the Work if such utilities are not identified in the Contract Documents. The Contractor will not be assessed liquidated damages for any delay caused by failure of Agency to provide for the timely removal, relocation, or protection of such existing facilities.

If the Contractor sustains loss due to delays attributable to interferences, relocations, or alterations not covered by 5-1, which could not have been avoided by the judicious handling of forces, equipment, or plant, there shall be paid to the Contractor such amount as the Engineer may find to be fair and reasonable compensation for such part of the Contractor's actual loss as was unavoidable and the Contractor may be granted an extension of time.

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

5-6 COOPERATION. When necessary, the Contractor shall so conduct its operations as to permit access to the Work site and provide time for utility work to be accomplished during the progress of the Work.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

The requirements of this section concerning submission of construction schedules shall not apply to projects where the time allowed to complete the Work is less than 25 Working Days or the total Contract Price bid is less than \$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 6-7.4, Starting of Contract Time.

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 5-5. 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 form 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 examples in Appendices C-1 and C-2):

1. On the B-1 Chart:
 - a. Enter the project name and Specification No. as shown on the notice inviting bids and the Contractors 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 and 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.

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

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.

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

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

6-1.3 Work Sequence. If required by the Special Provisions, the Contractor shall start construction operations on that part of the Work designated by the Engineer.

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

6-2 PROSECUTION OF WORK. To minimize public inconvenience and possible hazard and to restore streets and other Work areas to their original condition and former state of usefulness as soon as practicable, the Contractor shall diligently prosecute the Work to completion. If, in the Engineer's opinion, the Contractor fails to prosecute the Work to the extent that the above purposes are not being accomplished, the Contractor shall, upon orders from the Engineer, immediately take the steps necessary to fully accomplish said purposes. All costs of prosecuting the Work as described herein shall be absorbed in the Contractor's bid. Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Engineer to do so, the Engineer may suspend the Work in whole or in part, until the Contractor takes said steps.

As soon as possible under the provisions of these Specifications, the Contractor shall backfill all excavations and restore to usefulness all improvements existing prior to the start of the Work.

If 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 action will not relieve the Contractor from liability.

6-3 SUSPENSION OF WORK

6-3.1 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 6-6.3.

6-3.2 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.

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

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

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

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

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

6-4 TERMINATION OF THE CONTRACT FOR DEFAULT..

6.4.1 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 2-12.

6-4.2 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.

6-4.3 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.

6-4.4 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.

6-4.5 Payment. The Surety will be paid for completion of the Work in accordance with 9-3 less the value of damages caused to the Agency by acts of the Contractor.

6-5 TERMINATION OF CONTRACT. 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 2-12. 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.

6-6 DELAYS AND EXTENSIONS OF TIME

6-6.1 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 6-6.3. 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 6-6.3.

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 6-6.2.

6-6.2 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.

6-6.3 Payment for Delays to Contractor. The Contractor will be compensated for damages incurred due to delays for which the Agency is responsible if such delays are unreasonable in the circumstances involved and were not within the contemplation of the parties when the Contract was awarded to the Contractor 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.

6-6.4 Written Notice and Report. If the Contractor desires payment for a delay as specified in 6-6.3 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.

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

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

6-7 TIME OF COMPLETION

6-7.1 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 Day

6-7.2 Working Day. A Working Day is any day within the period between the start of the Contract time as defined in 6-1 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 6-6.1,
- (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 6-6.1.

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

| A | | B |
|-------------------|---|--|
| <u>MONTH</u> | <u>AGENCY EMPLOYEE HOLIDAYS</u> | <u>OTHER DESIGNATED HOLIDAYS</u> |
| 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 | None..... | None |
| July..... | 4th day..... | None |
| August..... | None..... | None |
| September | 1st Monday..... | 9th day |
| October | None..... | 2nd Monday |
| November | 11 th day; 4th Thursday..... | the Friday following the 4th Thursday |
| December | 25th | 23rd day, only if Thursday or Friday; 24th day; 31st day |

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

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

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

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

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

6-7.2.2 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.

6-7.3 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.

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

6-8 COMPLETION, ACCEPTANCE AND WARRANTY.

6-8.1 Completion and Acceptance. Acknowledgment of completion of the Work will occur prior to Acceptance by the Agency. Acceptance will only occur after all Contract requirements have been fulfilled, such as training, submission of 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.

6-8.2 Warranty and Correction

6-8.2.1 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.

6-8.2.2 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 6-8.2.2 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.

6-8.3 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.

6-8.4 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.

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

6-8.6 Written 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.

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

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

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

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 6-10. 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.

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

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

Compliance with this section is not prerequisite to assertion of a claim involving those 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.

6-12 DISPUTES AND CLAIMS; PROCEDURE.

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

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

6-12.2 ADMINISTRATIVE REVIEW. Prior to proceeding under 6-12.3 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.

6-12.3 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.

6-12.4 ARBITRATION. Claims and disputes arising under or related to the performance of the Contract, for which mediation under 6-12.3 was waived or unsuccessful except for claims which have been released by execution of the "Release on Contract" as provided in 9-4, shall be resolved by arbitration unless the Agency and the Contractor agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in a court of competent jurisdiction. Arbitration shall be pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2 of the Public Contract Code and the regulations promulgated thereto, Chapter 4 (commencing with Section 1300) of Division 2 of Title 1 of the California Code of Regulations. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence and, in writing, contain the basis for the decision, findings of fact, and conclusions of law.

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

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

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

6-13 CONTRACTOR'S WORK HOURS

6-13.1 Working Hours Limitations. Except as otherwise specified, no work shall be performed by the Contractor at the 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 6-7.2.1.

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

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

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

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

7-1.1 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.

7-1.2 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.

7-1.3 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.

7-2 LABOR

7-2.1 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.

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

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

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

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

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

7-2.2 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.

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

7-2.2.2 Contractors' Duties Concerning Labor Code Compliance. 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.

7-2.3 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 the 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, subsection (h), and this paragraph from payment due to such Subcontractor and remit such penalties withheld to the Agency.

7-2.4 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.

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 each Subcontractor, if any, 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

7-3 INDEPENDENCE OF CONTRACTOR, INDEMNIFICATION AND POLLUTION

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

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

7-3.2 Indemnification and Hold Harmless Clause. All activities arising out of or relating to the performance of the Work covered by this Contract shall be at the risk of Contractor. To the fullest extent permitted by law, Contractor shall defend (at 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, "Indemnitee"), 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 Indemnitee 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 Indemnitee or any other person or persons, unless the same be caused by the sole negligence of Indemnitee, or except to the extent caused by the active negligence or willful misconduct of Indemnitee.

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

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

7-4 INSURANCE REQUIREMENTS

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

7-4.1 Workers' Compensation Insurance.

7-4.1.1 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.

7-4.1.2 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."

7-4.2 Commercial General Liability Insurance

7-4.2.1 Minimum Limits and Scope; Insurance Classes. "Occurrence" coverage in the minimum amount of:

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

7-4.2.2 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.

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

7-4.3 Commercial Automobile Liability Insurance

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

7-4.4 Property Insurance

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

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

7-4.5 Other Insurance Provisions.

7-4.5.1 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.

7-4.5.2 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.

7-4.5.3 Aggregate Limits Exceeded. Agency shall not be notified immediately if any aggregate insurance limit is exceeded. Contractor shall purchase additional coverage to meet requirements.

7-4.5.4 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 is available to it under any other provisions of this Contract or otherwise in law.

7-4.5.5 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.

7-4.5.6 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).

7-4.5.7 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.

7-4.5.8 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 insurance policy.

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

7-5 PERMITS. The Agency will obtain, at no cost to the Contractor, all encroachment and building permits necessary to perform Contract Work in streets, highways, railways or other rights of way, unless the necessity for such permit(s) is created by a method of operation chosen by the Contractor. 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.

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

7-5.2 Grading Ordinance

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

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

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

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

7-5.3 Building Permit.

7-5.3.1 Agency Furnished Permits. Except as provided in 7-5.3.2, 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.

7-5.3.2 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 7-5.3.1. 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 6-7. Contractor shall include all costs and consider the time required to obtain approvals or permits in the Contract price bid.

7-5.4 Coastal Zone Permits

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

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

7-6 THE CONTRACTOR'S REPRESENTATIVE. Before starting 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.

7-7 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.

7-8 WORK SITE MAINTENANCE

7-8.1 General Throughout all phases of construction, including suspension of the Work, and until acceptance per 6-8, 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 6-3 until the condition is corrected.

7-8.2 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 7-8.6.

7-8.3 Noise Control. Noise generated from the Contractor's operations shall be controlled as specified in the Special Provisions.

7-8.4 Storage of Equipment and Materials.

7-8.4.1 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.

7-8.4.2 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.

7-8.5 Sanitary Sewers.

7-8.5.1 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 2-5.3 a working drawing conforming to 7-8.5.2 detailing its proposed plan of sewage bypass and pumping.

7-8.5.2 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 7-10, 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.

7-8.5.3 Spill Prevention and Emergency Response Plan. The Contractor shall prepare and submit per 2-5.3 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 fines 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.

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

7-8.6.1 Compliance with NPDES General Construction Permit

7-8.6.1.1 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 Storm Water 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.

7-8.6.1.2 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.

7-8.6.2 Compliance with NPDES MS4 Permit

7-8.6.2.1 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).

7-8.6.2.2 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.

7-8.6.2.3 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.

7-8.6.2.4 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.

7-8.6.3 Plan.

7-8.6.3.1 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.

7-8.6.3.2 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.

7-8.6.3.3 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 6-7.4.

7-8.6.3.4 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 6-7.4.

7-8.6.4 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 has 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.

7-8.6.4.1 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).

7-8.6.4.2 Active Treatment Systems; Contractor shall comply with requirements of the General Construction Permit NPDES No. CAS000002 for active treatment systems as applicable.

7-8.6.5 Monitoring and Reporting

7-8.6.5.1 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.

7-8.6.5.2 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.

7-8.6.6 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.

7-8.6.7 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.

7-8.7 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.

7-8.8 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. It 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.

It 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.

7-9 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.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Access.

7-10.1.1 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.

7-10.1.1.1 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.

7-10.1.1.2 Pedestrian Access. Safe, adequate, and ADA compliant pedestrian access shall be maintained unless otherwise approved by the Engineer. 7-10.2 Work Area Traffic Control.

7-10.2 Traffic Control

7-10.2.1 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.

7-10.2.2 Traffic Control Plan.

7-10.2.2.1 General. If so specified in the Special Provisions or on the permit, the Contractor shall submit a TCP in accordance with 2-5.3. 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.

7-10.2.2.2 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.

7-10.3 Haul Routes. Unless otherwise specified in the Special Provisions, the haul route(s) shall be determined by the Contractor.

7-10.4 Safety.

7-10.4.1 Work Site Safety.

7-10.4.1.1 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.

7-10.4.1.2 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.

7-10.4.2 Safety Orders.

7-10.4.2.1 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 2-5.3. The "Competent Person" shall be present at the Work site as required by Cal-OSHA.

7-10.4.2.2 Shoring Plan. Before excavating any trench 5 feet (105m) or more in depth, the Contractor shall submit in accordance with 2-5.3 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 2-5.3. 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.

7-10.4.2.3 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.

7-10.4.3 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.

7-10.4.4 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. **7-10.4.5 Confined Spaces.** **7-10.4.5.1 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 2-5.3. 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.

7-10.4.5 Confined Spaces.

7-10.4.5.1 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 2-5.3. 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.

7-10.4.5.2 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.

7-10.4.5.3 Payment. Payment for the CSEP shall be included in the Bid items for which the CSEP is required.

7-10.5 Security and Protective Devices.

7-10.5.1 General. Security and protective devices shall consist of fencing, steel plates, or other devices as specified in the Special Provisions to protect open excavations

7-10.5.2 Security Fencing. The Contractor shall completely fence open excavations. Security fencing shall conform to 304-3.5. 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..

7-10.5.3 Steel Plate Covers. The Contractor shall provide steel plate covers as necessary to protect from accidental entry into openings, trenches, and excavations.

7-11 PATENT FEES OR ROYALTIES. The Contractor shall absorb in its Bid, the patent fees or royalties on any patented article or process which may be 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.

7-12 ADVERTISING. 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.

7-13 LAWS TO BE OBSERVED. The Contractor shall keep 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. It shall at all times observe and comply with all such laws, ordinances and regulations.

7-13.1 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 www.conservation.ca.gov/OMR/ab_3098_list/index.htm.

7-14 ANTITRUST CLAIMS. Section 7103.5 of the Public Contract Code provides:

"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 under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties."

7-15 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 6-7.4.

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 9-3.2.

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.

7-16 BLANK

7-17 LOSS OR DAMAGE TO THE WORK. The Contractor is responsible for delivering to the Agency Work completed in accordance with the Contract except as provided in 7-18. Should the Work being constructed be damaged by fire or other causes before Acceptance by the Agency, it shall be replaced in accordance with the requirements of the Plans and Specifications without additional expense to the Agency. The Agency does not carry "Course of Construction" insurance on the Work. Contractor should arrange for its own insurance to protect its interests.

7-18 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.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL. A field office shall be provided when required by the Plans or Special Provisions. The field office shall be at a suitable location approved by the Engineer.

A field office shall be a weather-tight building of suitable proportions with 16 m² (120 sq. ft.) of floor area, at least one door, and a window area of 2 m² (22 Sq. Ft.). A field office may be a building or a separate room in a building the Contractor may be required to provide or that it may desire to provide for its own use. In either case, the room shall have a separate exterior door. All doors shall be provided with hasps for padlocks.

The office shall be convenient to the Work. It shall be adequately heated, ventilated, electrically lighted, and provided with telephone service, all at the expense of the Contractor or plant owner. Offices are for the exclusive use of Agency personnel, unless otherwise provided herein.

Field offices at the worksite shall be removed upon completion of the Work.

All costs incurred in furnishing, maintaining, servicing, and removing a field office required at the Work site shall be included in the price bid for such item. If such item is required by the Plans or Specifications and no bid item is provided in the Proposal, the costs shall be absorbed in the other items for which bids are entered. Buildings and equipment furnished by the Contractor at the Work site under the provisions of this section are the property of the Contractor.

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

8-2 EQUIPMENT FOR FIELD OFFICES. Unless otherwise specified, a field office shall be equipped with:

- Plan table, 0.75 m x 1.5 m (2 1/2 ft. x 5 ft.) or larger
- Plan rack, capacity to hold two sets of project Plans plus all shop drawings
- Desk and chair
- Two lockers with hasps for padlocks

SECTION 9 - MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK

9-1.1 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. The planimeter shall be considered an instrument of precision adapted to measurement of all areas.

9-1.2 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.

9-1.3 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.

9-1.4 Units of Measurement. Measurements shall be in accordance with 1-4.1 and 1-4.2. A metric ton or "tonne" is equal to 1000 kilograms and the unit of liquid measure is a Liter (in U.S. Standard Measures, a pound is an avoirdupois pound; a ton is 2000 pounds avoirdupois; and the unit of liquid measure is a gallon).

9-2 LUMP SUM BID ITEMS. 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 9-3.4.2 and 7-8.6.4, receptively.

9-3 PAYMENT

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

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

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

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

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

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

9-3.1 General. (Continued)

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

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.

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

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

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

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 3-3.

From each progress estimate, 5 percent will be deducted and retained by the Agency, and the remainder less the amount of all previous payment will be paid to the Contractor.

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

9-3.2 Partial and Final Payment. (Continued)

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

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

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

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

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

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

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

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

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

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

9-3.2.2 Timely Progress Payments. As required by Public Contract Code Section 20104.50, the Contractor is informed that should a progress payment not be made within 30 Days after receipt of an undisputed and properly submitted payment request from the Contractor, the Agency shall pay interest to the Contractor on the unpaid amount at the rate set forth in the Code of Civil Procedures, Section 685.010(a). Agency shall promptly review payment requests, and if not determined to be proper, document to the Contractor, within 7 Days, the reasons why the request is not proper.

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

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

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

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

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

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

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

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

9-3.4 Mobilization

9-3.4.1 Scope. Mobilization includes preliminary services, work and operations, including but not limited to, furnishing required bonds, obtaining necessary permits and work areas, providing a specified field office, the movement of labor, supplies, equipment and incidentals to the 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.

9-3.4.2 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.

9-4 TERMINATION OF AGENCY LIABILITY. After completion of all work required by the contract, Agency will furnish Contractor a Release on Contract form 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 9-3.2, and any amounts retained as required by Stop Notices or Labor Code provisions.
- b. Any unsettled claims or disputes listed on the Release on Contract form which 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 6-12.

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

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

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 10 - DIVERSION, CONTROL AND REMOVAL OF WATER

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

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

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

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

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

10-3 DIVERSION AND CONTROL WORKS.

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

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

All works installed by the Contractor in connection with dewatering, control, and diversion of water but not specified to become a permanent part of the 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.

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

PART 2 CONSTRUCTION MATERIALS

SECTION 200 - ROCK MATERIALS

200-1 ROCK PRODUCTS

200-1.6 Stone for Riprap

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

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

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

200-1.6.2 Riprap Size

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

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

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

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

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

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

SECTION 206 - MISCELLANEOUS METAL ITEMS

206-3 GRAY IRON AND DUCTILE IRON CASTINGS

206-3.3.2A Manhole Frame and Cover Sets

Unless otherwise specified, manhole frames and covers shall be in accordance with the following Standard Plans contained in the SPPWC:

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

206-5 METAL RAILINGS.

206-5.2 Flexible Metal Guard Rail Materials.

206-5.2A Flexible Metal Guard Rail Materials; Modification. The "Construction" grade Douglas Fir for "posts, including blocks" does not have to be "free of heart center".

SECTION 210 - PAINT AND PROTECTIVE COATINGS

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

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

SECTION 211 - MATERIAL TESTS

211-6 SIEVE ANALYSIS. Sieve analysis shall be performed in accordance with ASTM C136.

211-7 Sand Equivalent Test. This test is intended to serve as a field test to indicate the presence or absence of plastic fine material. The test shall be run in accordance with Calif. test 217 or ASTM D2419. When testing material containing asphalt, this test method shall be modified by drying the sample at a temperature not exceeding 38°C (100°F).

211-8 R-VALUE. Resistance (R-value) shall be determined by California Test 301.

211-9 SPECIFIC GRAVITY AND ABSORPTION. Apparent specific gravity, bulk specific gravity and absorption shall be determined by California Test 206, 207, 208, 209, 224, 225, or 308, Method C where zinc stearate may be substituted for paraffin.

211-10 LOS ANGELES RATTLER TEST. Loss in Los Angeles Rattler shall be determined by California Test 211.

211-11 SOUNDNESS. For riprap, the soundness shall be determined in accordance with Calif. Test 214, excluding sections D, E, G.2.b, and H, and adding the following:

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

211-12 WET AND DRY LOSS. Wet and dry loss shall be determined as follows:

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

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

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

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

211-13 SOLUBILITY. Approximately 0.5 kg (one pound), air dried samples shall be immersed in local tap water and in Pacific Ocean water (or a 3.5% sodium chloride solution) for 8 hours each at 78°C (140°F). After immersion, the samples shall be washed with tap water, air dried and reweighed.

211-14 Permeability Test. Permeability tests for granular soils shall be performed in accordance with ASTM D2434, using samples compacted to the specified field density.

PART 3 CONSTRUCTION METHODS

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

301-1 SUBGRADE PREPARATION

301-1.3 Relative Compaction

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

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

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

301-2 UNTREATED BASE

301-2.3 Compacting

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

SECTION 302 - ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General

302-5.1.1 Asphalt Concrete Berms. Asphalt concrete berms shall be constructed of Class III-D-PG70-10 asphalt concrete by mechanical means to conform to the details and location as shown on the Plans.

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

302-5.4 Tack Coat

302-5.4.1 Fog Seal. When specified, a fog seal consisting of material meeting the requirements of 203-3 shall be applied to the surfaces of all completed asphalt concrete at the rate of 0.36 liter per square meter (0.08 gallon per square yard) of the combined emulsion or such lesser rate ordered by the Engineer. Surface to be sealed shall be free from dust, dirt, and other foreign material. Surface shall be sealed within 7 Days after paving.

302-5.9 Measurement and Payment

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

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

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

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

303-5.1 Requirements

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

SECTION 306 - UNDERGROUND CONDUIT CONSTRUCTION

306-1 OPEN TRENCH OPERATIONS

306-1.2 Installation of Pipe

306-1.2.1 Bedding

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

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

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

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

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

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

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

306-10 WATERWORKS APPURTENANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fire hydrant barricades shall not obstruct the hydrant outlets.

SECTION 310 - PAINTING

310-5 Painting Various Surfaces

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

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

PART 4

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

400-1 Rock Products

400-1.1 Requirements

400-1.1.1 General

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

400-3 Portland Cement Concrete

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

400-4 Asphalt Concrete

Suppliers of asphaltic cement concrete shall file mix designs as required by 400-1.1.2



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): |
| INSURED | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: | NAIC # |
| | 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 SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------------------------------------|--|--------------------------|---------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY | | | | | EACH OCCURRENCE \$ See VCSS 7-4.2 |
| <input checked="" type="checkbox"/> | COMMERCIAL GENERAL LIABILITY | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
| | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | MED EXP (Any one person) \$ |
| | | | | | | PERSONAL & ADV INJURY \$ |
| | | | | | | GENERAL AGGREGATE \$ See VCSS 7-4.2 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | PRODUCTS - COMP/OP AGG \$ |
| <input checked="" type="checkbox"/> | POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| <input checked="" type="checkbox"/> | ANY AUTO | | | | | BODILY INJURY (Per person) \$ |
| | ALL OWNED AUTOS | | | | | BODILY INJURY (Per accident) \$ 1,000,000 |
| | SCHEDULED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ 1,000,000 |
| | HIRED AUTOS | | | | | \$ |
| | 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 | | | | | WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> | N/A | | | E L EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | 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 Contractor under the 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, districts, agencies, departments, officers, employees, agents and volunteers for Work Comp and General Liability. Endorsements required for referenced contract will be issued by the Insurance Company.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| County of Ventura Public Works Agency L-1670 800 S. 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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EACH HORIZONTAL INTERVAL EQUALS _____ WORKING DAYS OF CONTRACT TIME

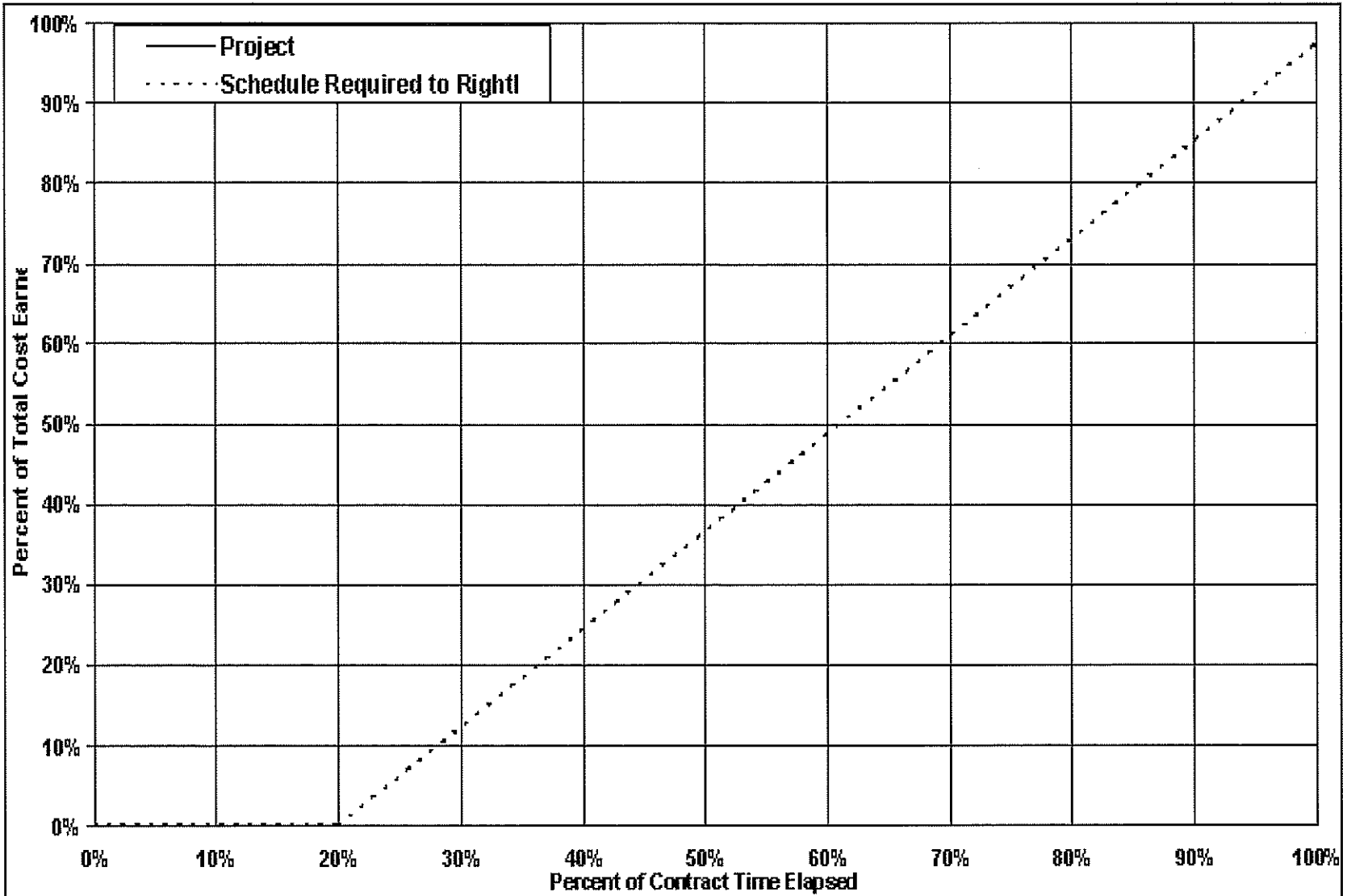
Contractor

Date _____

Title _____

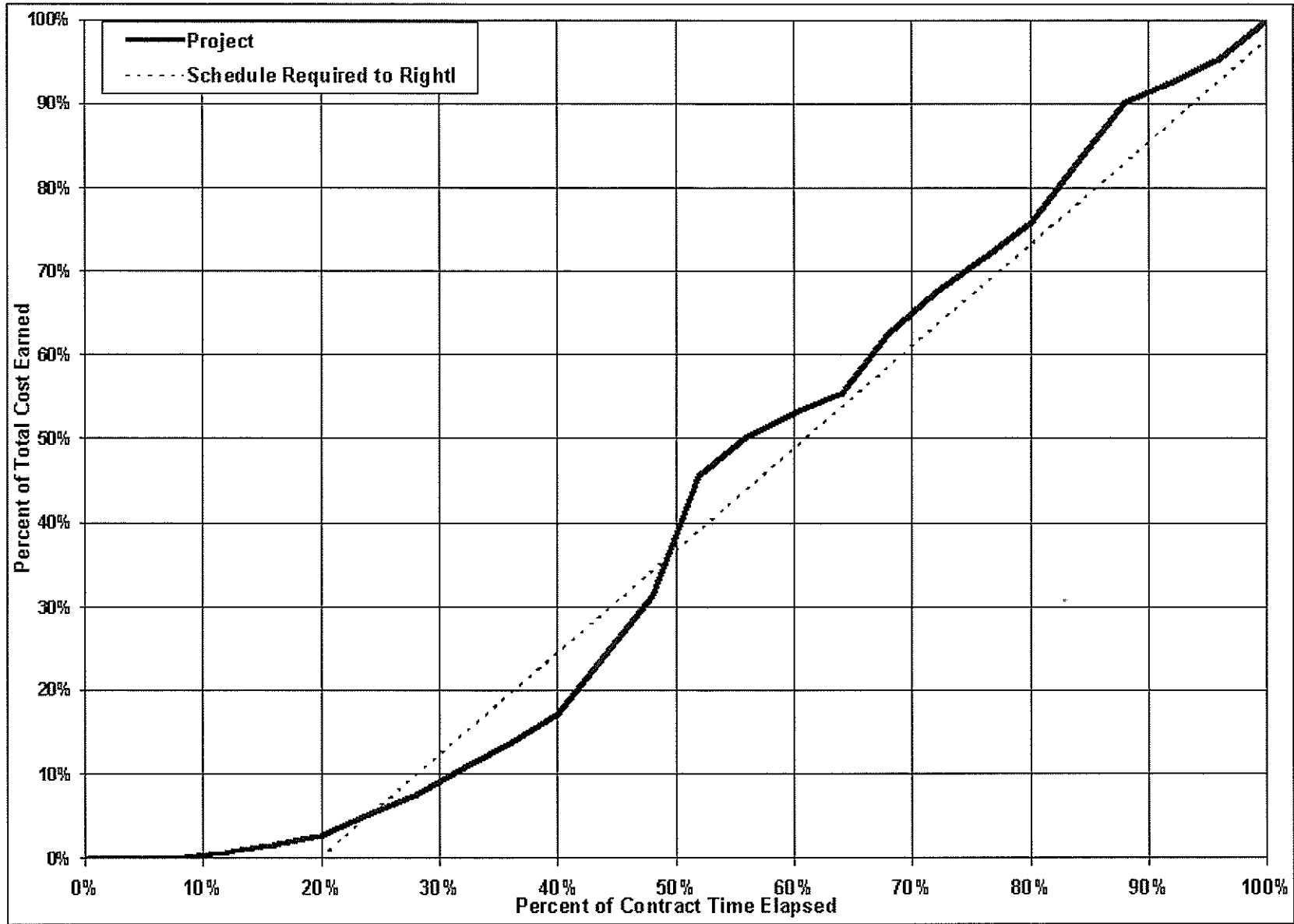
Project Name

Spec. No.



Submitted Dilbert and Company Construction
Contractor

By Tina Blair 5/22/97
Title President Date



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") whose address is _____ and
("Contractor") whose address is _____ and
("Escrow Agent") whose address is _____.

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

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

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

On behalf of Agency:

_____, Director,
Public Works Agency

_____, Director
Central Services Department

_____, Director
Engineering Services Department

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

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 Department Director of said Agency, or other person authorized in writing by such Director or Department Director is authorized to give written notice and to make written demands on behalf of Agency pursuant to sections 4, 5 and 6 hereof.
9. All written notices and demands pursuant to the escrow agreement and these Instructions shall be addressed as follows:
 - (a) To Agency:

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

(b) To Contractor:

(c) To Escrow Agent:

DATED: _____

| | | |
|-------------|-------------|-------------|
| | | |
| | | |
| By _____ | By _____ | By _____ |
| Title _____ | Title _____ | Title _____ |

AGENCY

CONTRACTOR

ESCROW AGENT

Bank Charter: State ☐
Federal ☐

Escrow Agent's Address:

APPENDIX E BLANK

RELEASE ON CONTRACT

CONTRACT NAME: _____

SPEC. NO. _____, PROJECT NO. _____

WHEREAS, by the terms of the contract dated _____, 20____ 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 [AGENCY NAME] 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 9-3.2, 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 [Agency Name] 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 G**SAMPLE PERFORMANCE AND PAYMENT BOND FORM**

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» dollars (\$«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 _____, 20 _____.

«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.

Telephone No. _____

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.

A-467/9-Tmpl

FEDERAL REQUIREMENTS

REQUIRED FEDERAL CONTRACT FORMS

Agency may withhold payment for failure to comply with the submittals of specified documents. Failure to submit the following documents, may be cause for noncompliance withholdings:

- Disadvantaged Business Enterprises (DBE Monthly Payment Form)
- Subcontract Request Form
- Certified Payroll Records
- Disadvantaged Business Enterprise (DBE) Final Utilization Report

Withholdings are not retentions under Public Contract Code §7107 and do not accrue interest under Public Contract Code §10261.5.

Federal Requirements for Federal-Aid Construction Projects

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1. **DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's Quote and Letter of Intent will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

c. Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts)

Complete and sign Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the

business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same

amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless it is performed or supplied by the listed DBE or an authorized substitute.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is

(800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible bidder.

5. **CONTRACTOR LICENSE**

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. **CHANGED CONDITIONS**

- a. ***Differing Site Conditions***

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
 2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall pay to the County of Ventura at the rate shown on page 1 of the Proposal, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed on page 1 of the Proposal.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

No retainage will be withheld by the agency from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor or deficient subcontract performance, or noncompliance by a subcontractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 10 pages must be physically inserted into the contract without modification.]

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency

and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the

contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. **Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same

prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and

engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in

connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant

(such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

| Economic Area | | Goal (Percent) |
|---------------|---|-------------------|
| 174 | Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama | 6.8 |
| 175 | Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity | 6.6 |
| 176 | San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA | 28.9 |
| | CA Monterey | |
| | 7360 San Francisco-Oakland | 25.6 |
| | CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo | |
| | 7400 San Jose, CA | |
| | CA Santa Clara, CA | 19.6 |
| | 7485 Santa Cruz, CA | |
| | CA Santa Cruz | 14.9 |
| | 7500 Santa Rosa | |
| | CA Sonoma | 9.1 |
| 177 | 8720 Vallejo-Fairfield-Napa, CA CA | |
| | Napa; CA Solano | 17.1 |
| | Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito | 23.2 |
| | Sacramento, CA: SMSA Counties: 6920 Sacramento, CA | 16.1 |
| | CA Placer; CA Sacramento; CA Yolo | 14.3 |
| 178 | Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba | |
| | Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA | 12.3 |
| | CA Stanislaus | |
| | 8120 Stockton, CA | 24.3 |
| | CA San Joaquin | |
| | Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne | 19.8 |

| | | |
|-----|---|------|
| 179 | Fresno-Bakersfield, CA | |
| | SMSA Counties: | |
| | 0680 Bakersfield, CA | 19.1 |
| | CA Kern | |
| | 2840 Fresno, CA | 26.1 |
| | CA Fresno | |
| | Non-SMSA Counties: | |
| | CA Kings; CA Madera; CA Tulare | 23.6 |
| 180 | Los Angeles, CA: | |
| | SMSA Counties: | |
| | 0360 Anaheim-Santa Ana-Garden Grove, CA | 11.9 |
| | CA Orange | |
| | 4480 Los Angeles-Long Beach, CA | 28.3 |
| | CA Los Angeles | |
| | 6000 Oxnard-Simi Valley-Ventura, CA | 21.5 |
| | CA Ventura | |
| | 6780 Riverside-San Bernardino-Ontario, CA | 19.0 |
| | CA Riverside; CA San Bernardino | |
| | 7480 Santa Barbara-Santa Maria-Lompoc, CA | 19.7 |
| | CA Santa Barbara | |
| | Non-SMSA Counties | 24.6 |
| | CA Inyo; CA Mono; CA San Luis Obispo | |
| 181 | San Diego, CA: | |
| | SMSA Counties | |
| | 7320 San Diego, CA | 16.9 |
| | CA San Diego | |
| | Non-SMSA Counties | 18.2 |
| | CA Imperial | |

For each July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is_____.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the County of Ventura:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the County of Ventura's approval for this submitted information before you start work. The County of Ventura credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The County of Ventura and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

County of Ventura reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period

3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

14. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

15. USE OF UNITED STATES-FLAG VESSELS

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

EXHIBIT 16-B SUBCONTRACTING REQUEST

| | | | | | | | |
|---|---------------------------|---|---------------------------------|--------------------------------|---------------------------------|--------------------------------|--|
| CONTRACTOR NAME | | | | COUNTY | | ROUTE | |
| BUSINESS ADDRESS | | | | CONTRACT NUMBER | | | |
| CITY AND STATE | | | ZIP CODE | | FEDERAL-AID PROJECT NUMBER | | |
| A. SUBCONTRACTOR (Name, Business Address, Phone) | B. BID ITEM NUMBER (S) | C. PERCENTAGE OF BID ITEM SUBCONTRACTED | D. SUB LISTED AT BID TIME | | E. CERTIFIED DBE | | F. DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED |
| | | | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Yes <input type="checkbox"/> | No <input type="checkbox"/> | |
| | | | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Yes <input type="checkbox"/> | No <input type="checkbox"/> | |
| | | | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Yes <input type="checkbox"/> | No <input type="checkbox"/> | |
| | | | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Yes <input type="checkbox"/> | No <input type="checkbox"/> | |
| | | | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Yes <input type="checkbox"/> | No <input type="checkbox"/> | |
| | | | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Yes <input type="checkbox"/> | No <input type="checkbox"/> | |

I certify that:

- The Standard Provisions for labor set forth in the contract apply to the subcontracted work
- If applicable, Form FHWA- 1273 of the Special Provisions have been inserted in the subcontracts and should be incorporated in any lower-tier subcontract. Written contracts have been executed for the above noted subcontracted work.

| | |
|----------------------|------|
| Contractor Signature | Date |
|----------------------|------|

This section is to be completed by the resident engineer

- | | | | |
|--|----|-------|-------|
| 1. Total of bid items | | \$ | _____ |
| 2. Contractor must perform with own forces (lines 1 X contract req. %) _____ | \$ | _____ | |
| 3. Bid items previously subcontracted | \$ | _____ | |
| 4. Bid items subcontracted (this request) | \$ | _____ | |
| 5. Total bid items subcontracted (lines 3 + 4) | \$ | _____ | |
| 6. Balance of work contractor to perform (lines 1 minus 5) | \$ | _____ | |

| | |
|-------------------------------|------|
| Approved | |
| RESIDENT ENGINEER'S SIGNATURE | DATE |

Copy Distribution : Original-Contractor Copy- Resident Engineer Copy- OBEO- smallbusinessadvocate@dopt.ca.gov or fax to (916) 324-1949

INSTRUCTIONS FOR COMPLETING SUBCONTRACTING REQUEST FORM

All first-tier subcontractors must be included on a subcontractor request

Before subcontracting work starts, the contractor will submit an original CEM-1201 for approval according to the Standard Specifications. After approval, the RE returns the original to the contractor and complete the remaining distribution as listed on the bottom of the form.

D. If subcontractor was listed at bid time per the Fair Practices Act, check yes, otherwise check no.

E. If subcontractor is a certified DBE contractor, check yes, otherwise check no.

F and G. When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

G. When an entire item is subcontracted, show the full bid item value.

THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF SUBCONTRACTORS AND UDBE, DVBE OR SMALL BUSINESS ENTITY

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

| | | | | | | | |
|---------------------------------|----------------------------|-------------------------------|---------------------------------|--|--------------|-----------------------------|--|
| 1. Local Agency Contract Number | | 2. Federal-Aid Project Number | | 3. Local Agency | | 4. Contract Completion Date | |
| 5. Contractor/Consultant | | | 6. Business Address | | | 7. Final Contract Amount | |
| 8. Contract Item Number | 9. DBE Contact Information | 10. DBE Certification Number | 11. Amount Paid While Certified | 12. Certification/Decertification Date (Letter Attached) | 13. Comments | | |
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If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

| | | | | | | | |
|--|--|---|--|-----------|--|----------|--|
| 14. Contractor/Consultant Representative's Signature | | 15. Contractor/Consultant Representative's Name | | 16. Phone | | 17. Date | |
| I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED | | | | | | | |
| 18. Local Agency Representative's Signature | | 19. Local Agency Representative's Name | | 20. Phone | | 21. Date | |

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES
(DBE) CERTIFICATION STATUS CHANGE**

1. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
4. **Contract Completion Date** - Enter the date the contract was completed.
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
10. **DBE Certification Number** - Enter the DBE's Certification Identification Number.
11. **Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
12. **Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBE) or the date of the Certification Certificate mailed out by OBE.
13. **Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
14. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
15. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
16. **Phone** - Enter the area code and telephone number of the person signing the form.
17. **Date** - Enter the date the form is signed by the contractor's preparer.
18. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
19. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
20. **Phone** - Enter the area code and telephone number of the person signing the form.
21. **Date** - Enter the date the form is signed by the Local Agency Representative.

Exhibit 16-Z1 Monthly DBE Trucking Verification

| Contract No. | | | Month | | | Year | |
|----------------------|-----------------|-----------------------------|-----------|---|--|--------------|--|
| Truck Owner | DBE Cert No. | Company Name and Address | Truck No. | California Highway Patrol CA. No. | Commission of Amount Of Amount Paid* | Date Paid | Lease Arrangement (if applicable) |
| | | | | | \$ | | Lease Agreement with NON-DBE with DBE <input type="checkbox"/> |
| | | | | | \$ | | Lease Agreement with NON-DBE with DBE <input type="checkbox"/> |
| | | | | | \$ | | Lease Agreement with NON-DBE with DBE <input type="checkbox"/> |
| | | | | | \$ | | Lease Agreement with NON-DBE with DBE <input type="checkbox"/> |
| | | | | | \$ | | Lease Agreement with NON-DBE with DBE <input type="checkbox"/> |
| | | | | | \$ | | Lease Agreement with NON-DBE with DBE <input type="checkbox"/> |
| | | | | | \$ | | Lease Agreement with NON-DBE with DBE <input type="checkbox"/> |
| | | | | | \$ | | Lease Agreement with NON-DBE with DBE <input type="checkbox"/> |
| | | | | | \$ | | Lease Agreement with NON-DBE with DBE <input type="checkbox"/> |
| Total Amount Paid | | | | | \$ | | |

| | | |
|------------------|------------------|--------------------|
| Prime Contractor | Business Address | Business Phone No. |
|------------------|------------------|--------------------|

*Upon Request all Lease Agreements Shall be made available, in accordance with the special Provisions

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

| | | |
|-------------------------------------|-------|------|
| Contractor Representative Signature | Title | Date |
|-------------------------------------|-------|------|

MONTHLY DBE TRUCKING VERIFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of non DBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:

- 1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
- 2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
- 3.) The fee or commission paid to non DBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.

OWNER-OPERATOR LISTING STATEMENT OF COMPLIANCE

Date _____

I, _____ do hereby state:
(Name of signatory party) (Title)

1) That I pay or supervise the payment of the persons reported on this form as Owner-Operator by
_____ on the _____, that during the payroll period commencing
(Contractor or subcontractor) (work)

on the _____ day of _____, 20____ and ending the _____ day of _____, 20____, all
persons working on said project have been paid the full weekly sums earned, that no rebates have been or will be made either directly or
indirectly to or on behalf of said _____ from the
(Contractor or subcontractor)

full weekly sums earned by any person and that no deductions have been made either directly or indirectly from the full sums earned by
any person, other than permissible deductions, as described below:

That any payroll or listings otherwise under this contract required to be submitted for the above period are correct and complete; that the
wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination
incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State
apprenticeship agency.

That: (a) **WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS**

[] In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll or listings,
payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees,
except as noted in Section 4(c) below.

WHERE FRINGE BENEFITS ARE PAID IN CASH

[] Each Laborer or mechanic listed in the above referenced payroll or listing has been paid as indicated
on the payroll or listing an amount not less than the sum of the applicable basic hourly wage plus the
amount of the required fringe benefits as listed in the contract, except as noted in Section 4 (c) below:

(c) EXCEPTIONS:

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|-------------|
| | |
| | |
| | |
| | |
| | |
| REMARKS: | |
| NAME AND TITLE | SIGNATURE |

On federally-funded projects, permissible deductions are defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of
Labor under the Copeland Act, as amended (48 Stat. 948 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c).

Also, the willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution
(see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

Owner Operator Listing

| | | | | | | | | | |
|---|---------------------|--------------------------|---|-------------|--|--------------------|--------------------|-------------------|----------|
| Name of Contractor employing Owner Operator | | Address | | Payroll No: | | Contract No: | | | |
| Project & Location: | | Week Ending: | | Day & Date | | | | | |
| Name, Address, Social Security No, and Contractors License No. of owner operator (if any) | Work Classification | Description of equipment | Truck Ca. Number/or equipment license no. | OT | | Total Weekly hours | Hourly rate of pay | Gross Pymt earned | Check No |
| | | | | OR | | | | | |
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Certification will be accepted only from the contractor employing the owner operator. It will not be accepted from the owner operator.

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

| 1. Local Agency Contract Number | | 2. Federal-Aid Project Number | | 3. Local Agency | | 4. Contract Completion Date | |
|--|--|---------------------------------------|------------------------------|-----------------------|-----|-----------------------------|---------------------------|
| 5. Contractor/Consultant | | | 6. Business Address | | | 7. Final Contract Amount | |
| 8. Contract Item Number | 9. Description of Work, Service, or Materials Supplied | 10. Company Name and Business Address | 11. DBE Certification Number | 12. Contract Payments | | 13. Date Work Completed | 14. Date of Final Payment |
| | | | | Non-DBE | DBE | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| 15. ORIGINAL DBE COMMITMENT AMOUNT \$ | | | | 16. TOTAL | | | |

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

| | | | |
|---|---|-----------|----------|
| I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT | | | |
| 17. Contractor/Consultant Representative's Signature | 18. Contractor/Consultant Representative's Name | 19. Phone | 20. Date |
| I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED | | | |
| 21. Local Agency Representative's Signature | 22. Local Agency Representative's Name | 23. Phone | 24. Date |

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND
FIRST-TIER SUBCONTRACTORS**

1. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
4. **Contract Completion Date** - Enter the date the contract was completed.
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. **Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. **Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
14. **Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. **Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
16. **Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
17. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
18. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
19. **Phone** - Enter the area code and telephone number of the person signing the form.
20. **Date** - Enter the date the form is signed by the contractor's preparer.
21. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
23. **Phone** - Enter the area code and telephone number of the person signing the form.
24. **Date** - Enter the date the form is signed by the Local Agency Representative.

Bidder's List of Subcontractors (DBE and Non-DBE)

Exhibit 12-B (Optional Form): Bidder's List of Subcontractors (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts may be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information may be used by the local agency to track each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.** Federal Project Number: _____

| Subcontractor Name and Location | Line Item & Description | Subcontract Amount | Percentage of Bid Item Sub-contracted | Contractor License Number DIR Reg Number | DBE (Y/N) | DBE Cert Number | Annual Gross Receipts |
|---------------------------------|-------------------------|--------------------|---------------------------------------|---|-----------|--|--|
| Name: | | | | | | | <input type="checkbox"/> <\$1 million |
| City, State: | | | | | | | <input type="checkbox"/> <\$5 million |
| | | | | | | | <input type="checkbox"/> <\$10 million |
| | | | | | | | <input type="checkbox"/> <\$15 million |
| | | | | | | | Age of Firm: ____ yrs. |
| Name: | | | | | | <input type="checkbox"/> <\$1 million | |
| City, State: | | | | | | <input type="checkbox"/> <\$5 million | |
| | | | | | | <input type="checkbox"/> <\$10 million | |
| | | | | | | <input type="checkbox"/> <\$15 million | |
| | | | | | | Age of Firm: ____ yrs. | |
| Name: | | | | | | <input type="checkbox"/> <\$1 million | |
| City, State: | | | | | | <input type="checkbox"/> <\$5 million | |
| | | | | | | <input type="checkbox"/> <\$10 million | |
| | | | | | | <input type="checkbox"/> <\$15 million | |
| | | | | | | Age of Firm: ____ yrs. | |
| Name: | | | | | | <input type="checkbox"/> <\$1 million | |
| City, State: | | | | | | <input type="checkbox"/> <\$5 million | |
| | | | | | | <input type="checkbox"/> <\$10 million | |
| | | | | | | <input type="checkbox"/> <\$15 million | |
| | | | | | | Age of Firm: ____ yrs. | |
| Name: | | | | | | <input type="checkbox"/> <\$1 million | |
| City, State: | | | | | | <input type="checkbox"/> <\$5 million | |
| | | | | | | <input type="checkbox"/> <\$10 million | |
| | | | | | | <input type="checkbox"/> <\$15 million | |
| | | | | | | Age of Firm: ____ yrs. | |
| Name: | | | | | | <input type="checkbox"/> <\$1 million | |
| City, State: | | | | | | <input type="checkbox"/> <\$5 million | |
| | | | | | | <input type="checkbox"/> <\$10 million | |
| | | | | | | <input type="checkbox"/> <\$15 million | |
| | | | | | | Age of Firm: ____ yrs. | |

Distribution: Original-Local Agency File

Exhibit 12-B (Optional Form): Bidder's List of Subcontractors (DBE and Non-DBE) Part 2

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts may be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information may be used by the local agency to track each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.** Federal Project Number: _____

| Subcontractor Name and Location | Line Item & Description | Subcontract Amount | Percentage of Bid Item Sub-contracted | Contractor License Number DIR Reg Number | DBE (Y/N) | DBE Cert Number | Annual Gross Receipts |
|---------------------------------|-------------------------|--------------------|---------------------------------------|---|-----------|-----------------|------------------------|
| Name: | | | | | | | <\$1 million |
| City, State: | | | | | | | <\$5 million |
| | | | | | | | <\$10 million |
| | | | | | | | <\$15 million |
| | | | | | | | Age of Firm: ____ yrs. |
| Name: | | | | | | | <\$1 million |
| City, State: | | | | | | | <\$5 million |
| | | | | | | | <\$10 million |
| | | | | | | | <\$15 million |
| | | | | | | | Age of Firm: ____ yrs. |
| Name: | | | | | | | <\$1 million |
| City, State: | | | | | | | <\$5 million |
| | | | | | | | <\$10 million |
| | | | | | | | <\$15 million |
| | | | | | | | Age of Firm: ____ yrs. |
| Name: | | | | | | | <\$1 million |
| City, State: | | | | | | | <\$5 million |
| | | | | | | | <\$10 million |
| | | | | | | | <\$15 million |
| | | | | | | | Age of Firm: ____ yrs. |
| Name: | | | | | | | <\$1 million |
| City, State: | | | | | | | <\$5 million |
| | | | | | | | <\$10 million |
| | | | | | | | <\$15 million |
| | | | | | | | Age of Firm: ____ yrs. |

Distribution: Original-Local Agency File

SPECIAL PROVISIONS

COUNTY OF VENTURA
SESPE STREET & PASADENA AVENUE BIKE LANES
SPECIFICATION: RD19-08 PROJECT NO.: 50548
FEDERAL PROJECT NO.: CML-5952(197)

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SPECIAL PROVISIONS

1000 GENERAL REQUIREMENTS

1000-1 DESCRIPTION OF WORK

Work under this contract consists of pavement widening of Sespe Street from South Mountain Road to Pasadena Avenue to accommodate Class II bike lane on the west side of Sespe Street and Class III bike lanes on the east side of the same road and Pasadena Avenue from Sespe Street to SR 23. This work includes public access and notice, traffic control and construction signing, water pollution control, RCB extension with headwall, 18" RCP replacement, PCC driveway approach reconstruction, road shoulder slope & ditch regrading, air placed concrete with wire mesh, AC pavement widening preparation, surface preparation and crack sealing, 7" thick AC pavement widening, miscellaneous AC paving, surface preparation and crack sealing, Type II emulsion-aggregate slurry, PMB shoulder backing, pavement delineation and striping, sharrow marking, regulatory and warning sign and object marker installation, mailbox replacement, and appurtenant work.

1000-2 REFERENCE SPECIFICATIONS & STANDARD PLANS

1000-2.1 SPECIFICATIONS

The Standard Specifications for this project are the Ventura County Standard Specifications (77 pages with VCSS typed at the bottom) supplemented by the Standard Specifications for Public Works Construction (SSPWC, commonly known as the Greenbook), 2015 Edition published by BNI Publications, Inc.

Where used herein, SSS shall mean the State Standard Specifications, being the State of California, Department of Transportation Standard Specifications, 2015 Edition. Where required by the Special Provisions, work shall conform to the requirements of said SSS except that where reference is made in the SSS to other sections thereof which are not specifically referred to in these Special Provisions, such reference shall be deemed to be reference to the applicable sections of the VCSS (herein referred to as Standard Specifications), and all references to "State" shall mean County of Ventura.

1000-2.2 STANDARD PLANS

The contract drawings utilize and make reference to the State Standard Plans (SSP), which is that document published by the State of California, Department of Transportation, dated 2015, and the Standard Plans for Public Works Construction (SPPWC) published by BNI Publications Inc., 2012 Edition.

1000-2.3 MODIFICATIONS TO STANDARD SPECIFICATIONS

Section 6-1.2 is amended to include the following:

A Preconstruction Meeting will be scheduled by the Agency prior to the beginning of contract time. The meeting will be held at the Administration Building of the County of Ventura Government Center on a date and time established by the Engineer. Attendance at the Pre-construction Meeting by the Contractor's Representative as described in 7-6 of the Standard Specifications is mandatory prior to starting work. Subcontractors' representatives as required by the Engineer shall also attend the Pre-construction Meeting.

Section 2-9.1 shall only apply to Ventura County Standard Monuments (centerline well monuments). All other survey monuments, including nails, iron pipes, and any other objects in the public right-of-way referenced on recorded maps and Ventura County Field Notes will be replaced or reestablished by the Agency following construction.

1000-3 GENERAL GUARANTEE

Section 6-8.2 of the Standard Specifications is hereby deleted and the following is substituted:

The Contractor shall obtain and assign to the Agency, such warranties or guarantees given as customary trade practice for any material or product purchased for use in the project constructed under this contract.

The last sentence of the third paragraph of 2-4, is hereby deleted and the following is substituted:

The material and labor bond must remain in effect until the expiration of six months after the period in which verified claims may be filed as provided in the Civil Code.

1000-4 PERMITS

In accordance with Section 7-5, the Contractor shall obtain and keep in force during the term of this contract all necessary permits required by the County of Ventura or any other permits necessary to perform the work. Should the Contractor fail to conform to said rules and regulations, the Agency reserves the right to perform the work necessary to conform to the rules and regulations included in the following permit, which is made a part of these Special Provisions:

This project has obtained a NPDES Small Construction Waiver; therefore, a NPDES Construction Stormwater Permit will not be required. However, the Contractor shall install the Best Management Practices (BMP) measures in accordance to the Water Pollution Control Plans and incorporate the necessary Construction BMPs for the project site.

1000-5 REQUIRED DOCUMENTS FOR WORK AREAS

The Contractor shall submit to the Engineer, for review and approval, the following documents at least three working days prior to beginning work in any specified area indicated on the vicinity maps shown on the Plans.

- A. Order of Work and Traffic Control Plan, including map(s) and descriptions indicating the locations of work areas, construction signing, text used for changeable message signs and timing of advance notice. Traffic Control Plan shall be updated and re-submitted for approval as necessary to accurately reflect the Contractor's planned operations. The Traffic Control Plan shall be prepared by a traffic control professional.
- B. As-Built Plan of existing striping and marking. The plan shall be prepared by the Contractor.
- C. Plans documenting ties to the existing location of any facility planned for relocation, adjustment, or replacement including, but not limited to, survey monuments, manholes, valves, clean-outs, signs, roadside markers, and guardrails.
- D. A map or written description of material haul routes.
- E. A copy of the Notice To Resident/Business/Institution.
- F. Copies of any required encroachment permits.
- G. Underground Service Alert confirmation number.
- H. Name and phone number of persons responsible for 24-hour maintenance of construction signing and traffic control.

1000-6 CONSTRUCTION SCHEDULE

The Contractor shall submit Construction Schedule for the Engineer's review and approval in accordance with the Standard Specifications showing the activities of work required to complete the project.

In developing the schedule, the Contractor shall be responsible for assuring that all tiers of subcontract work, as well as its own work, is included in the construction schedule. The Contractor shall submit to the Engineer baseline, monthly update and final update schedules, each consistent in all respects with the time and order of work requirements of the contract.

1000-7 CONSTRUCTION AREA

The Contractor shall confine its operations within the road right-of-way as shown on the plans. If the Contractor deems it necessary to conduct any activities upon private property beyond the work limits shown on the plans, the Contractor shall arrange for and obtain permission in writing from the respective property owner to conduct said activities and provide a copy of written permission to the Engineer.

The Contractor shall protect property and facilities adjacent to the construction area. Upon completion of the project, the construction area shall be cleaned. All public or privately-owned improvements and facilities shall be restored to their original condition and location.

1000-08 MEASUREMENT & PAYMENT

Payment for complying with these General Requirements Special Provisions shall be considered included in the prices paid for other items of work and no additional compensation will be made.

1001 PUBLIC ACCESS & NOTICE

1001-1 SCOPE

This work consists of notification to the public and maintaining access during construction and lane closures.

1001-2 NOTICE TO RESIDENT/BUSINESS/INSTITUTION

The Contractor shall notify all adjacent residents, businesses and institutions four days prior to starting any work, using "door-knob" type notices. These notices will notify affected people in the area of impending work. The notice shall be worded as shown in Appendix I.

1001-3 PARKING RESTRICTIONS

The Contractor shall furnish and place "No Parking" signs, 12" x 18" minimum size approved by the Engineer, along the street, in front of every residence affected by the work, three working days in advance of any work. In rural areas, the signs shall be placed at a spacing not exceeding 400 feet. The signs shall include the day and the time during which parking is not permitted.

Parking restrictions shall be limited to periods of up to five calendar days at a time, when work actually requires it. Parking restrictions shall not be posted for the entire duration of the project or for periods longer than five days between work activities. Parking restrictions shall be limited to the interval between 7:00

a.m. and 5:00 p.m. to allow for parking during the night. Parking restrictions for night work shall allow for parking during non-working hours. The Contractor shall remove these signs immediately when they are no longer needed.

If the work is delayed or rescheduled for any reason after placement of "No Parking" signs, the Contractor shall re-date the signs affected. If the work is delayed more than five days, the Contractor shall notify local authorities, remove the signs, and place re-dated signs two days in advance of the work.

1001-4 ACCESS

The Contractor shall provide property owners and residents with access to their properties at all times except when paving operations make access to properties impractical or unsafe, in accordance with the Plans, the Standard Specifications and these Special Provisions.

1001-5 MEASUREMENT & PAYMENT

Payment for Public Access and Notice shall be considered included in the prices paid for other items of work and no additional compensation will be made.

1002 MOBILIZATION

1002-1 SCOPE

In addition to the work specified in 9-3.4.1, Mobilization includes work, services and operations necessary to establish access to the project site, restoration of such areas to their original conditions or to a condition approved by the Engineer, the movement of labor, supplies, equipment and incidentals to and from the project site, and for all other work for which costs are incurred prior to or after performing work of other Contract items.

1002-2 MEASUREMENT & PAYMENT

Measurement and payment for Mobilization will be made in accordance with 9-3.4.2. The contract lump sum price shall be considered full compensation for all labor, materials and equipment necessary to mobilize and completely demobilize.

1003 TRAFFIC CONTROL & CONSTRUCTION SIGNING
(Sespe Street – Schedule I; Pasadena Avenue – Schedule II)

1003-1 SCOPE

The Contractor shall be responsible for maintaining Traffic Control in accordance with the provisions of 7-10 of the Standard Specifications, 12-3 and 56-2 of the SSS, SSP T11, T12, or T13, the current requirements set forth in the California Manual on Uniform Traffic Control Devices (California MUTCD) adopted on September 2012 by the California Department of Transportation.

The Contractor shall notify the Engineer and County Traffic Engineer at (805) 654-2063 of its intention to begin work at least ten working days before starting any work.

The Contractor shall replace all STOP bars the same day they are removed by grinding or paving, as indicated in Pavement Delineation and Striping of these Special Provisions.

The Contractor shall construct a roadway segment that can be opened up to traffic at the end of each work day. Two lanes of travel shall be provided during non-construction hours.

1003-2 TRAFFIC CONTROL

The Contractor shall be responsible for handling vehicular, bicycle, and pedestrian traffic in accordance with 7-10 of the Standard Specifications and these Special Provisions.

The Contractor shall submit in writing, for approval by the Traffic Engineer, an Order of Work and Traffic Control Plan (graphic form) at least five working days prior to beginning work on the project site. No work on site shall begin until such approval is obtained.

The Traffic Control Plan shall include map(s) and descriptions indicating the location of work areas, intersecting streets, construction signing, and text used for changeable message signs, and timing of advance notice. The Plan shall be updated and re-submitted for approval as necessary to accurately reflect the Contractor's planned operations.

Traffic control signs shall be covered or removed when not in use.

At intersections, if a cross road needs to be temporarily closed when work is in progress through the intersection and the anticipated traffic delay is more than five minutes, a detour sign shall be installed on the cross road and shall include

the installation of a changeable message sign displaying the anticipated delay time. The signing shall be approved by the Engineer.

When two-way traffic is restricted to one lane, and when applying the overlay past intersecting roads, traffic shall be controlled as shown on SSP T13. A pilot car and driver will be required at various locations if control by flaggers proves deficient in the opinion of the Engineer.

Overnight parking of construction equipment on adjacent County roads is not permitted. If construction equipment is parked on the shoulder area overnight, barricades and other suitable warning devices shall be placed around the equipment. No part of the equipment shall be less than 4 feet from the edge of pavement.

1003-3 CONSTRUCTION SIGNING

Construction Signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades shown on the approved Traffic Control Plan.

1003-4 TEMPORARY GUIDE MARKERS

Temporary Guide Markers shall be portable delineators as specified in SSS 12-3.04 and these Special Provisions. Only one type of Temporary Guide marker shall be used on any road at any one time.

Temporary Guide Markers shall be placed adjacent to the edge of all overlays 1-1/2 inches in thickness or greater, at such locations as called for elsewhere in this Section, and as directed by the Engineer. Spacing of Temporary Guide Markers shall not exceed 30 feet on tangents or 15 feet on curves.

Temporary Guide Markers shall be placed at the required locations prior to sundown on the same day the overlay is placed. Temporary Guide Markers shall be left in place along the completed edges of pavement and maintained, repaired, and replaced as required until the shoulder backing has been completed. If the Temporary Guide Markers are damaged, displaced, or are not in an upright position, from any cause, said markers shall immediately be replaced or restored to their original locations, in an upright position by the Contractor. Upon completion of the shoulder backing, all components of the traffic control system shall be removed from the work site.

1003-5 GENERAL WORK SEQUENCE & RESTRICTIONS ON CLOSURE OF TRAFFIC LANES

The full width of the traveled way on all roads shall be open for use by public traffic on Saturday, Sunday and any day designated by the Agency as a holiday, after 3:00 p.m. on Friday, after 3:00 p.m. on the day preceding an Agency-designated

holiday, and when construction operations are not actively in progress on working days. Days designated by the Agency as holidays are listed in 6-7.2.1 of the Standard Specifications.

Contractor shall keep at least one lane of traffic open at all times during working hours and one lane in each direction open at all other times. Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way, or on any section where traffic is restricted at any time. Overnight parking of construction equipment on adjacent county roads is not permitted.

1003-6 ROAD CLOSURES

Except as provided herein, road closures are generally not allowed and the Contractor shall maintain one lane of traffic through the work area at all times. Limited road closures may be allowed under unusual circumstances, subject to advance approval by the Traffic Engineer and public notice.

If in the Engineer's opinion, the Contractor demonstrates that a 12-foot wide lane cannot be maintained through the work area or demonstrates that a partial closure would be in the best interests of the Agency and minimizes public inconvenience, a limited road closure may be approved. Prior to approval of any limited road closure, the Contractor shall prepare a site-specific traffic control (detour) plan 10 days prior to the intended date of the road closure for approval by the Traffic Engineer. The traffic control (detour) plan shall include notice to the public with placement of changeable message signs at least 72 hours prior to physically closing the road.

1003-7 MEASUREMENT & PAYMENT

Payment for Traffic Control and Construction Signing will be made at the contract lump sum price. Such payment shall be considered full compensation for furnishing all materials, labor, equipment, and all incidentals necessary to complete the work in accordance with the Standard Specifications and these Special Provisions.

1004 WATER POLLUTION CONTROL

(Sespe Street – Schedule I; Pasadena Avenue – Schedule II)

1004-1 SCOPE

This item shall consist of preventing, controlling, and abating discharges of pollutants from the construction site, and shall be performed as shown on the Plans, in accordance with the Standard Specifications and these Special Provisions. A National Pollutant Discharge Elimination System (NPDES) Small

Construction Waiver has been obtained for this project. Although NPDES Construction Stormwater Permit will not be required, the Contractor shall implement the required Stormwater Pollution Prevention Best Management Practices per Regional Water Quality Control Board.

1004-2 CONSTRUCTION METHODS

All work for Water Pollution Control proposed by the Contractor shall be approved by the Engineer. All work shall be performed in accordance with 7-8 of the Standard Specifications.

1004-3 MEASUREMENT & PAYMENT

Payment for Water Pollution Control will be made in accordance with 7-8.6.7. The contract lump sum price for Water Pollution Control shall be considered full compensation for obtaining and complying with all necessary permits and installation and removal of Water Pollution Control works, including all labor, materials, tools and equipment and all other necessary incidental items required to complete the work.

1005 EXISTING UTILITY & ROADWAY FACILITIES

1005-1 SCOPE

Work shall conform to the provisions in Section 5 of the Standard Specifications and these Special Provisions.

Prior to placing a pavement resurfacing on a street, the Contractor shall document or mark the location of each utility valve box, lid, cover, manhole, vault, cleanout, or any other utility access at the road surface that will be covered by the new pavement with two swing ties or perpendicular offsets to a marker or fixed feature at the side of the road. These swing ties or offset measurements shall be written in an organized manner and provided to the Engineer. The Contractor shall demonstrate the utility markings to the Engineer and receive acceptance prior to paving any street. Immediately after paving, the Contractor shall indent the new pavement at each location while the pavement is still hot and paint a white "X" at each location on the asphalt overlay. The indentation shall be clearly visible after rolling and compacting.

Except as otherwise included in these Special Provisions, it will be the responsibility of the owner of these facilities to adjust their facilities to grade.

The Contractor shall remove wasted material from the interior and exterior of manholes, valve boxes, storm drains, gutters or other facilities.

All manholes, valve covers, and cleanouts shall be covered with roofing paper prior to applying the tack coat in order to permit easy removal of the materials. Covers that are partially exposed shall be cleaned to the satisfaction of the Engineer.

The Contractor shall contact Underground Service Alert and the respective utility companies at least two working days prior to starting any work on each road by which those companies are affected.

The Contractor shall provide access to utility owners at all times during the construction life of the project. The Contractor shall coordinate work by others in accordance with 7-7 of the Standard Specifications.

1005-2 UTILITY CONTACTS

Utility contacts sorted by service area are included in Appendix H.

1005-3 ROADWAY FACILITIES

The Contractor shall protect existing Roadway Facilities, including but not limited to, curbs, curb and gutters, cross gutters, spandrels, traffic striping, from being disfigured by overspray of materials or by tracking of materials by equipment used in the project. If such overspray or tracking does occur, the contractor shall, at its own expense, clean, restore, or replace disfigured items to the satisfaction of the Engineer.

Existing Signs, Clearance Markers and Delineators within the existing pavement area or which interfere with the Contractor's work on any road to be rehabilitated, shall be removed, and re-installed at their original locations after completion of work on that road. The Contractor shall exercise extreme caution when removing the markers or delineators. Damaged markers or delineators shall be replaced at the expense of the Contractor.

1005-4 MEASUREMENT & PAYMENT

Payment for costs incurred in protecting and marking existing utility and roadway facilities and including all the requirements set forth in this section, shall be considered included in the prices paid for other items of work and no additional compensation will be made.

1006 CULVERT EXTENSION WITH HEADWALL (Sespe Street – Schedule I)

1006-1 SCOPE

This work consists of excavation and subgrade preparation, constructing 4' x 1.5' reinforced concrete box (RCB) culvert extension, connecting to existing RCB, and

constructing 7'-0" wide x 3'-2" high headwall as shown on the Plans and these Special Provisions. Culvert Extension shall conform to Caltrans Standard Plan D82 and D89. Concrete Class shall be 560-C-3250.

The existing soil material directly below the proposed catch basin extension and headwall shall be over-excavated and re-compacted to provide a firm, uniform bearing layer.

1006-2 MEASUREMENT & PAYMENT

Payment for Culvert Extension with Headwall will be made for each extension with headwall installed at the contract unit price. Such payment shall be considered full compensation for furnishing all labor, materials, tools and equipment including excavating, preparing the subgrade, connecting to existing RCB, and all incidentals necessary to complete the work.

1007 REINFORCED CONCRETE PIPE
(Sespe Street – Schedule I)

1007-1 SCOPE

Reinforced Concrete Pipe (RCP) shall conform to provisions in Section 207-2, "Reinforced Concrete Pipe" and Section 306, "Open Trench Conduit Construction" of the Standard Specifications and these Special Provisions.

All work necessary for any given length of pipe placed, including excavation, bedding, pipe placement and backfill shall be accomplished during the same workday. RCP shall include the connection to the existing RCP per SSP A62D and pipe collar detail as shown on the Plan. RCP size and class are shown on the Plans.

1007-2 MEASUREMENT & PAYMENT

Payment for Reinforced Concrete Pipe will be made at the contract unit price per linear foot. Such payment shall be considered full compensation for furnishing equipment, tools, materials, and all labor including removal & disposal of existing pipes, connection to the existing RCP, installation of pipe collars, and incidentals necessary to complete the work.

1008 PCC DRIVEWAY APPROACH RECONSTRUCTION
(Sespe Street – Schedule I)

1008-1 SCOPE

Driveway approach will be removed and reconstructed as shown on Plans. PCC

Driveway Approach Reconstruction shall include preparation and placement of Portland cement concrete, Class 520-C-2500, and shall be performed in accordance with 303-5 of the Standard Specifications, the Plans and these Special Provisions.

1008-2 MEASUREMENT & PAYMENT

Payment for PCC Driveway Approach Reconstruction, complete in place, will be made at the contract unit price per square foot. Such payment shall be considered full compensation for furnishing all labor, materials, equipment, tools, and all incidentals necessary to complete the work.

1009 ROAD SHOULDER SLOPE & DITCH REGRADING
(Sespe Street – Schedule I)

1009-1 SCOPE

The work under this section consists of construction of road shoulder slope and regrading of existing ditch to accommodate AC pavement widening and PMB shoulder backing as shown on the Plans.

Contractor shall blade cut existing ditch and grade to establish flowline and maintain positive flow.

Areas over which fills are to be placed shall be first be cleared and grubbed and then are scarified to provide a bond between the existing ground and the material to be deposited hereon. Fill slope shall be compacted by mechanical means acceptable to the Engineer. Unless otherwise specified, fill slope shall be compacted to a relative compaction of at least 90 percent.

The contractor's attention is directed to the probability of encountering surface water on Sespe street from Sta. 6+75 to Sta. 11+25 during construction. The Contractor shall reroute surface water as required.

1009-2 MEASUREMENT & PAYMENT

Payment for Road Shoulder Slope and Ditch Regrading will be made at the contract lump sum price. Such payment shall be full compensation for furnishing all labor, equipment, tools and materials including placement of unclassified fill and all incidentals necessary to complete the work and no additional compensation will be allowed.

1010 AIR PLACED CONCRETE WITH WIRE MESH
(Sespe Street - Schedule I)

1010-1 SCOPE

Air Placed Concrete shall be Method B (shotcrete) 6-inch thick concrete with welded galvanized wire mesh W2.9 - 6" x 6" square opening, along Sespe Street from Sta. 6+75 to Sta. 11+25 as shown on the Plans and shall conform to SSPWC 303-2 and these Special Provisions.

The contractor's attention is directed to the probability of encountering surface water during construction of shotcrete. The Contractor shall reroute surface water as required. In no case will surface water be allowed to encounter wet concrete. Grading of existing ditch and road shoulder slope is included in section 1010, Road Shoulder Slope & Ditch Regrading.

1010-2 MEASUREMENT & PAYMENT

Payment for Air Placed Concrete with Wire Mesh, complete in place, will be made at the contract unit price per cubic yard. Such payment shall be considered full compensation for furnishing materials, equipment, tools, and all labor including preparation for subgrade and toe of slope, water diversion when necessary, setting all formwork, furnishing and placing welded wire mesh, and incidentals necessary to complete the work.

1011 ROADWAY PREPARATION
(Sespe Street - Schedule I; Pasadena Avenue – Schedule II)

1011-1 SCOPE

The work under this section consists of preparing the roadway prior to the widening and slurry seal. Such work shall include the removal and disposal of offsite soil and dirt deposits on existing pavement and swales, trimming of interfering trees and shrubbery, scraping and removing spilled concrete on pavement, removing raised pavement markers, eradication and removal of vegetation, controlling nuisance water, sweeping, watering, and removing loose and broken asphalt concrete pavement and foreign material as specified in these Special Provisions and as required by the Engineer.

Eradication of vegetation shall include treatment with an approved herbicide (Rodeo, Roundup, or equal) at least five working days prior to slurry seal operation.

1011-2 MEASUREMENT & PAYMENT

Payment for Roadway Preparation shall be considered included in the prices paid for other items of work and no additional compensation will be made.

1012 AC PAVEMENT WIDENING
(Schedule I – Sespe Street)

1012-1 SCOPE

This section covers AC pavement that will be widened and constructed as shown on the Plans, marked in the field, and as specified in these Special Provisions.

This work includes saw cutting to a neat line 12" maximum from the edge of existing pavement, removing existing AC pavement, removing existing dirt, grading and preparing for new AC widening as shown on the Plans. This work also includes grading of the area where no pavement is proposed within the construction limits.

The material below the proposed paving surface shall be graded and compacted to 95% relative compaction to receive 7" thick of asphalt concrete pavement directly over it. The sub-grade preparation shall be per SSPWC 301-1. Preparation of areas and placing of materials shall be in accordance with 300-4 of the SSPWC and these Special Provisions. Contractor shall take great care to avoid damage to the existing 8 inch gas line under the east shoulder of Sespe Street.

Fill materials shall be spread evenly, with loose lifts no thicker than 8 inches and shall be thoroughly blade mixed during spreading to provide relative uniformity of material within each layer. Soft or yielding materials shall be removed and replaced with properly compacted fill material prior to placing the next layer.

The structural section removed shall be replaced with asphalt concrete placed in two equal lifts and compacted, as specified in 302-5.5 and 302-5.6 of the Standard Specifications, prior to placing the slurry seal.

1012-2 JOINING EXISTING PAVEMENT

Where new AC pavement for widening is placed against existing pavement, the pavement shall be removed in a manner that will not result in ragged and loose edges of the existing pavement. Tack coat shall be applied to exposed edges of the existing pavement per 302-5.4 of the Standard Specifications.

1012-3 MATERIAL

Asphalt concrete for AC Pavement Widening shall be in accordance with 203-6 of the Standard Specifications, and these Special Provisions. Asphalt Concrete shall be C2- PG64-10.

1012-4 DISPOSAL SITE

All material designated for removal and disposal shall be lawfully disposed at a site in accordance with local ordinance and all applicable laws.

1012-5 TRAFFIC SIGNAL LOOP DETECTOR WIRE REPLACEMENT

Connection wire between traffic signal loop detector and pull box may be damaged during the AC pavement widening operations. Replace wire to pull box on Sespe Street at Sta. 25 + 25₊.

1012-6 MEASUREMENT & PAYMENT

Payment for widening of existing asphalt concrete pavement will be made at the contract unit price per ton for AC Pavement Widening. Such payment shall be considered full compensation for furnishing all labor, materials, equipment, tools and incidentals necessary including replacement of wire to traffic pull box, saw cutting of existing pavement, removal and disposal of existing pavement, dirt, and other foreign materials, roadway excavation and fill, preparation and compaction of sub-grade, applying tack coat, and AC paving.

Grading of existing ditch and road shoulder slope is included in section 1010, Road Shoulder Slope & Ditch Regrading.

1013 MISCELLANEOUS AC PAVING
(Schedule I – Sespe Street)

1013-1 SCOPE

Miscellaneous AC Paving shall include resurfacing existing asphalt drainage aprons and driveway approaches contiguous to the overlay construction, and feathering asphalt concrete to maintain surface drainage patterns at locations directed by Engineer. The work shall include Roadway Preparation and shall be in accordance with the Plans, the Standard Specifications and these Special Provisions.

1013-2 MATERIAL

Asphalt concrete for Miscellaneous AC Paving shall be D2-PG 64-10 in accordance with 203-6 of the Standard Specifications. The Contractor may substitute a paving asphalt mix upon approval of the Engineer.

1013-3 MEASUREMENT & PAYMENT

Payment for Miscellaneous AC Paving, complete in place, will be made at the contract unit price per ton. Such payment shall be considered full compensation

for furnishing all labor, materials equipment, tools and incidentals necessary to complete the work.

1014 SURFACE PREPARATION & CRACK SEALING
(Schedule I – Sespe Street; Schedule II – Pasadena Avenue)

1014-1 SCOPE

Cracks in the existing pavement less than 1/4" in width need no treatment, except that any weeds in the cracks shall be removed. Cracks 1/4" wide up to 3/4" wide shall be repaired by removing all weeds, cleaning out the cracks, and filling the cracks with an elastomeric crack sealant, as described below. This is referred to as crack sealing herein. Cracks greater than 3/4" wide shall be repaired by removing all weeds, cleaning out the cracks, and filling the cracks with asphalt concrete hot mix, hand-placed and compacted, as described below. This is referred to as crack filling herein.

Crack cleaning and pavement grinding/planning to remove ridges shall be completed before crack sealing or crack filling is performed.

Immediately prior to overlay, the road surface shall be cleaned of dust, dirt and other foreign material. Vacuum or air generated type sweepers shall be used for surface preparation. Mechanical- type sweepers, including "kick-broom" sweepers shall not be used.

1014-2 MATERIAL

Crack Sealing: Material used for sealing pavement cracks shall be Crafcro Polyflex Type III Sealant as manufactured by Crafcro, Inc., Chandler, Arizona (800-528-8242), Deery 200 Sealant as manufactured by Deery American Corporation, Grand Junction, Colorado (800-227-4059), Nuvo CS C, manufactured by Maxwell Products, Inc., Salt Lake City, Utah (801-972-2090) or approved equal. Sealant shall conform to ASTM Designation D 5078 and the following specifications:

| TEST PARAMETER | SPECIFICATION LIMITS |
|---|----------------------|
| Safe Heating Temperature | 400°F |
| Recommended Application Temperature | 380°F |
| Penetration, 77°F, 0.1 mm (ASTM D3407) | 15-45 max. |
| Resilience, 77°F, Recovery (ASTM D3407) | 30% min. |
| Softening Point (ASTM D36) | 200°F min. |
| Ductility, 77°F, cm (ASTM D113) | 30 min. |
| Flexibility (Crafcro Procedure) | Pass at 30°F |
| Asphalt Compatibility (ASTM D3407) | Pass |
| Bitumen Content (ASTM D4) | 60% min. |
| Tensile Adhesion (ASTM D3583) | 400% min. |

Equal materials shall, as a minimum, be hot applied single component elastically modified asphalt, which conforms to ASTM Designation D 5087 and generally

conforms to the above listed specifications. Equal materials shall be formulated to seal cracks as narrow as 1/4 inch wide.

Crack Filling: Material used for crack filling shall be Type D asphalt concrete. Cold mix is allowed.

1014-3 INSTALLATION

- A. Crack sealing and filling shall be done at least two (2) weeks before pavement is placed.
- B. Sealing or filling of cracks and joints shall not commence until cracks, joints and the surrounding pavement are clean and dry and all ridges along the sides of cracks or elsewhere on the pavement have been planed or ground smooth.
- C. Crack Cleaning: Cracks and pavement within 3 inches of the crack shall be air-blasted clean by compressed air of pressure not less than 130 psi to provide an intact bonding surface, to remove all dirt, sand, gravel, weeds, or other debris that might be in the crack. Cracks having vegetation shall be sprayed with weed killer before crack sealing. Contractor shall remove from the road all material generated by crack cleaning that same day. Routing of cracks is not required.
- D. The gutter lip joint between the asphalt pavement and concrete gutter shall be sealed if the concrete gutter is located in the center of the street only. The gutter lip joint between the asphalt pavement and the standard curb and gutter does not have to be sealed.
- E. Crack Sealing: All cracks and joints in the asphalt pavement surface 1/4-inch up to 3/4-inch wide shall be filled with an asphaltic-elastomeric crack sealant. Sealant material shall be melted in a jacketed double boiler type application unit, equipped with both agitation and recirculation systems, which is capable of maintaining sealant application temperatures of between 380°F and 400°F. Sealant, which has been heated to above the manufacturer's safe heating temperature, shall be properly and legally disposed of at the Contractor's expense. Sealant shall not be cut with solvents, diluents, or cleaning agents.
- F. Crack Sealing: Cracks 1/4" to 3/4" wide shall be sealed using a pressure-fed wand, to the surface level and struck flush with the pavement surface by use of a squeegee immediately after application. The finished sealant surface shall be flush with or slightly below the surrounding pavement surface. Overbanding shall not be allowed, as it may reflect bumps to the surface of the overlay that will follow.
- G. Sealant extending more than 1/2- inch onto any concrete improvement shall be removed. The Contractor shall protect the sealant from public traffic until cured. The Engineer may require a release agent (Glensoil, or equal) be applied to the

sealant surface to reduce tracking; no additional compensation will be made for providing or applying a release agent.

H. Crack Filling: Cracks 3/4" or more wide, after being cleaned by pressurized air blasting and receiving weed killer, shall be filled with Type D (fine gradation) asphalt hot mix. The material shall be placed by hand using shovels and tamping bars, and shall be compacted in place in the crack, flush with the surrounding pavement surface. No overbanding or protrusion above the surrounding surface shall occur.

I. Sand Blotter shall be used when directed by the Engineer to provide for access. Excess blotter shall be removed by sweeping within 48 hours of placement.

1014-4 MEASUREMENT & PAYMENT

Payment for Surface Preparation and Crack Sealing will be made at the contract lump sum price. The above contract price shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals for surface preparation, in accordance with the manufacturer's specifications and these Special Provisions.

1015 TYPE II EMULSION-AGGREGATE SLURRY (Schedule I – Sespe Street; Schedule II – Pasadena Avenue)

1015-1 GENERAL

Construction shall conform to 203-5 and 302-4 of the SSPWC, except as modified herein.

1015-2 MATERIALS

Emulsion - aggregate slurry shall be Type II. The amount and type of accelerator used shall be submitted to and approved in advance by the County.

Emulsified asphalt shall be Polymer modified quick-set type PM-CQS-1h.

Prior to a change of emulsion, Contractor shall thoroughly clean all emulsion tanks and mixing units to prevent any chemical reaction between the two emulsions.

Contractor shall schedule and coordinate the delivery of aggregate to the stockpile(s) such that: (1) deliveries originate at the plant and arrive at the stockpile site within normal work hours on the same calendar day, (2) delivery site and project name are explicitly stated on each delivery ticket, (3) successive deliveries on the same calendar day show the cumulative total for that day, (4) copies of all delivery tickets are delivered to the Agency before the end of the working day, whereas any delivery tickets not so delivered may be rejected by the Agency. Any deviation from this process must have the prior approval of the Agency.

1015-3.1 Polymer Modified Emulsion

Polymer modified emulsion-aggregate slurry shall conform to Table 1016(A). Asphalt emulsions shall be composed of a paving asphalt base uniformly emulsified with water and an emulsifying or stabilizing agent. Polymer modified asphalt emulsions shall also contain a polymer.

The asphalt emulsion shall be homogeneous. Within 30 days after delivery and provided separation has not been caused by freezing, the asphalt emulsion shall be homogeneous after thorough mixing. The polymer used in the manufacture of polymer modified asphaltic emulsion shall be, at the option of the Contractor, either neoprene, ethylene vinyl acetate, or a blend of butadiene and styrene.

The emulsion supplier shall certify that the asphalt residue contains at least 2.5 percent polymer (dry weight) and that the polymer has either been added as a solid polymer to the base asphalt, or has been added in the form of a latex at the time of emulsion manufacture.

Polymer modified emulsified asphalt shall be kept in a suspended state by an agitating mixer operated every 3 days.

TABLE 1015(A)

Requirements for Polymer Modified Cationic Quick Setting Emulsions (PMCQS1h)

| <u>Properties</u> | <u>Min.</u> | <u>Max.</u> |
|--|-------------|-------------|
| Tests on Emulsions | | |
| Viscosity SSF, @ 77°F | 15.0 | 90.0 |
| Sieve Test, % | ---- | 0.3 |
| Storage Stability, 1 day, % | ---- | 1.0 |
| Residue by Evaporation | 57.0 | --- |
| Particle Charge | Positive | --- |
| Tests on Residue from Evaporation Test | | |
| Penetration, 77° F | 40.0 | 90.0 |
| Ductility, 77° F, cm | 40.0 | ---- |
| Absolute Viscosity @ 140° F, poise | 2,250.0 | ---- |
| Solubility in Trichloroethylene | 97.0 | ---- |
| Quantitative Test for Polymer Content Either; | | |
| Torsional Recovery, % | 18.0 | ---- |
| or | | |
| Polymer Content in Residue, wt % | 2.5 | 3.0 |

1015-3.2 Test Reports & Certification

A certification of compliance shall be provided at least 48 hours prior to delivery of emulsion to the project.

1015-4 EQUIPMENT

1015-4.1 General

A. Inspection:

The Contractor shall provide the slurry application equipment for inspection at the site or other location acceptable to the Agency of least two working days prior to beginning work. Any equipment requiring repair or replacement as determined by the Agency shall not be used on the work until its condition is accepted by the Agency.

B. Maintenance:

All equipment must be maintained in a good state of repair, i.e., no excessive oil leaks that could damage existing asphalt, concrete or landscaped areas. All equipment safety guards shall be in place, hydraulic hoses shall be in good condition. No equipment shall show potential danger to the crews, passing pedestrians and motorists. Failure to comply with this provision will be cause to have the equipment removed from the job. Equipment considered by the Agency to be critical to the operation including monitoring equipment such as meters and scales shall be operational at all times.

C. Temperature Measuring Devices:

All emulsion storage facilities shall have temperature measuring devices. Temperature measuring devices shall be operational at all times when the storage facility is in use.

1015-4.2 Trucks

Transit trucks shall not be used.

The Contractor shall furnish and continuously operate a minimum of three (3) trucks with approximately fourteen (14) ton capacity for each scheduled work day. The number of trucks used each day shall be as shown on the approved schedule unless otherwise approved in advance by the Agency. Failure by the Contractor to adhere to this requirement will cause the Agency to sustain additional inspection costs to be determined by the Agency which will be deducted from any compensation due the Contractor.

All trucks which the Contractor proposes to use that exceed the legal limit are required to have overweight permits from the Agency.

Prior to the beginning of slurry operations, Contractor shall furnish, at no cost to the Agency, a licensed weighmaster's certificate indicating the net weight capacity of the aggregate bin for each truck. The certificate shall be dated no more than 60 days prior to construction.

1015-4.3 Slurry Spreader Box

The Slurry Spreader Box shall be equipped with a steering device and suitable drag to erase ridges. The drag rubber shall be new at the beginning of the contract and shall be maintained in a good state of repair throughout the contract. A minimum 2-foot length of burlap material shall be attached to the entire width of the drag.

1015-4.4 Continuous Flow Mixer

Continuous flow mixers shall conform to SSPWC 302-4.2.2. and shall be equipped with a fines feeder for addition of accelerator and a thermometer for indicating emulsion temperature.

1015-4.5 Sweepers

Street sweepers for pre-slurry application cleaning shall be air-vacuum type approved in advance by the Agency. Post application cleaning may be performed by broom type sweepers approved in advance by the Agency.

1015-4.6 Support Equipment

Support equipment such as front-end loaders and emulsion storage tank shall be in good working order and sized adequately to maintain the slurry seal work without interruption. Emulsion storage tank shall have a thermometer for indicating emulsion temperature.

1015-4.7 Scales

The Contractor shall provide portable drive-on type truck scales at the stockpile site and shall be responsible for the operation of the scales provided that the method of operation shall be acceptable to the Agency. Scales shall be installed in accordance with the manufacturer's recommended installation instructions. The scales shall clearly indicate the gross truck weight in pounds.

The Contractor shall confirm the accuracy of the scales by obtaining and delivering to the engineer a licensed weighmaster's certificate for a truck of the engineer's choosing that has also been weighed under the same loaded condition at the stockpile site. This confirmation shall be performed at the beginning and end of the utilization of the scale at each stockpile site and at such other times as the Agency determines is warranted. If the certified weight differs by more than 1% from the weight determined by the stockpile scale, the stockpile scale shall be adjusted and re-checked as

described above by the Contractor at his expense until the scale is in compliance with this requirement and before work is resumed.

1015-5 APPLICATION

1015-5.1 General

Except where otherwise indicated herein slurry seal application shall be in accordance with SSPWC 302-4.3.

1015-5.2 Stockpiling

- A. Contractor shall arrange with the Agency for appropriate areas for stockpiling and batching. The stockpile areas shall be thoroughly cleaned, removing all excess material and all material contaminated by spilled oil, and left with a neat, orderly appearance upon completion of slurry operations in that area.
- B. See SSPWC 2-8.1 as modified herein for requirements regarding additional work areas and facilities.
- C. Any damage done to these areas as determined by the Agency shall be corrected by the Contractor to the satisfaction of the Agency prior to final payment.
- D. Contractor shall supply the Agency with licensed weighmaster's certificates of weights for all aggregate delivered to the job during the course of each day. Aggregate so certified as being delivered for use in the contract shall be used only in the slurry mixture for this contract. Contractor shall present weighmaster's certificates for the amount of such aggregate remaining unused at the completion of the contract at no cost to the Agency. The certificates shall be presented to the Agency on the same day the aggregate is delivered.
- E. The Contractor shall stockpile all slurry constituents at the same site for the work in each area.

1015-5.3 Preparation

- A. The Contractor shall fill cracks prior to application of the slurry as specified in these Special Provisions. Certain areas not appropriate for crackfilling, as determined by the Engineer, will need to be cleaned by the Contractor. These areas shall be cleaned by blowing out debris with high pressure compressed air and the surrounding areas shall be swept the same day.
- B. The Contractor shall not trim any street tree. The Road Maintenance Division will assist the Contractor by trimming any tree that is able to be trimmed. Certain trees will not be able to be trimmed, and the Contractor shall make arrangements to work around those trees.

- C. Preparation shall include protection of pavement markers, trimming of interfering shrubbery and ground growth, removing trimmed vegetation, controlling nuisance water, and sweeping. Immediately prior to slurry application, the surface shall be cleaned of dust, dirt, oil, grease, vegetation and other foreign material.
- D. Contractor shall protect existing raised pavement markers by means approved by the Agency prior to the commencement of any slurry application.
- E. Any vegetation in the area of the slurry seal shall be removed.
- F. All concrete surfaces to be joined by the slurry seal with exception of parallel curb and gutter shall be covered prior to slurry application with tar paper or other approved material.
- G. All metal covers and survey markers within the street slurry seal areas shall be protected by the Contractor in order that the slurry seal will not adhere. The methods of protection shall be approved in advance by the Agency's Field Representative. These areas shall be cleaned no later than twenty-four (24) hours or the following work day after the application of the slurry seal. Survey marker locations will be painted in the field by the County Surveyor prior to slurry application.

1015-5.4 Mixing & Spreading

- A. Slurry seal shall be placed only when the ambient temperature is above 50 degrees and rising. No slurry will be placed during inclement weather or the threat thereof. Contractor shall bear the responsibility of cancellation of work on these days and shall be responsible for any damages which may arise from non-cancellation.
- B. Each slurry crew shall be composed of a coordinator at the project site at all times, a competent quick-set mixing man, a competent driver, sufficient traffic control personnel and sufficient laborers for any handwork and cleanup.
- C. No slurry seal shall be placed on a wet street or crossing without the Agency's consent.
- D. In areas with existing asphalt berms, the slurry application shall include the entire berm.
- E. Intersections and commercial driveways shall be completed in two or more parts to allow ingress and egress to traffic.
- F. When necessary to provide vehicular or pedestrian crossing over the fresh slurry, the Agency will direct the Contractor to spread sufficient sand or rock dust

on the affected area to eliminate tracking or damage to the slurry. Sand or rock dust used for this purpose shall be at the Contractor's expense. Slurry aggregate is not acceptable for this application. The texture and appearance of the sanded areas shall sufficiently match adjacent work or the area shall be repaired as required by the Agency at the Contractor's expense.

- G. Contractor shall provide barricades and other traffic control devices as necessary to eliminate traffic on areas of fresh slurry that might sustain damage from such traffic. Any tracking of slurry seal on private property will be the responsibility of the Contractor to correct.
- H. The cost of cleanup and/or damage caused by vehicles tracking through the slurry seal shall be born solely by the Contractor.
- I. Slurry shall be applied with an overlap of the concrete gutter of 2" (two inches). Any slurry material exceeding the 2" shall be removed by the contractor prior to completion of the project. The overlap dimension of the longitudinal lap joint shall not exceed 6" (six inches) unless directed otherwise by the Agency.
- J. Where the completed slurry is not uniform in color, the street shall be treated to eliminate the color variation at the Contractor's expense. The method of treatment shall be approved by the Agency.
- K. The Contractor shall sweep all streets including gutters after slurry application. Additional sweeping may be required by the Agency at the Contractor's expense if the Agency determines that sufficient loose material is accumulating after the initial sweeping.
- L. Type II slurry shall be applied at a rate between 1,600 square feet per ELT on very smooth surfaces and 1,200 square feet per ELT on extremely coarse surfaces.
- M. An extra-long ton of slurry is made up of 2000 pounds of dry aggregate plus emulsified asphalt, accelerator, or retardant, and water.

1015-6 MONITORING

The Contractor shall facilitate the following testing and monitoring activities to be performed by the Agency:

- A. Obtaining load tickets for materials delivered to the stockpile sites (to be given to the Agency the same day the material is received).
- B. Obtaining tare and loaded weights for each load on each truck at the stockpile site. (Note: If the Contractor agrees to fill oil and water prior to weighing loaded trucks, the tare weight need only be taken as required by the Agency.)

- C. Obtaining measurements of emulsion and water added for each truck at the stockpile site.
- D. Obtaining volumetric measurements of rubberized slurry for each truck.
- E. Sampling for Wet Track Abrasion Testing at the work sites.
- F. Measurement of street area covered.
- E. Monitoring of work quality and traffic control.

1015-7 **MEASUREMENT & PAYMENT**

Payment for Type II Emulsion-Aggregate Slurry will be made at the contract unit price per square yard. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to complete the work including furnishing the mix design, cleaning the surface, and protecting the seal until it has set, and no additional compensation will be provided therefore.

1016 PMB SHOULDER BACKING
(Sespe Street – Schedule I)

1016-1 **SCOPE**

This work shall consist of scarifying and shaping existing shoulder and adding Processed Miscellaneous Base (PMB), as modified herein, to bring shoulders to the new pavement surface. The existing shoulder backing shall be scarified to a minimum distance of three feet from the edge of pavement, watered and shaped prior to adding PMB. The PMB shall be watered, shaped and compacted by rolling to a smooth, firm surface using a pneumatic tire roller or a 4 - 6 ton steel wheel roller.

Shoulder Backing shall start no sooner than three (3) calendar days and shall be completed no later than seven (7) calendar days after placing the adjacent overlay. PMB shall conform to the provisions of 200-2.5 of the Standard Specifications; however, the percentage passing sieve No. 200 shall be 7 - 11 percent and the sand equivalent requirement does not apply. Pavement materials removed by cold milling may be incorporated into the modified PMB provided the resulting blend of materials meets the above requirements at locations approved by the Engineer; however, materials larger than one (1) inch in size shall not be used. Native material shall not be removed from beyond the shoulder scarification limit in lieu of furnishing PMB to be used for shoulder backing material.

Existing drainage patterns shall be maintained. Where unusual conditions not represented by the typical sections of the Plans are encountered, the Contractor shall notify the Engineer in advance of performing the work. The Engineer will specify the methodology to be employed to ensure road drainage patterns are not disrupted.

In the event that Shoulder Backing cannot be completed within the specified number of days, the Engineer may order asphalt concrete paving operations suspended in accordance with 6-2 to allow shoulder backing work to catch up to the schedules specified in these Special Provisions.

1016-2 MEASUREMENT & PAYMENT

Shoulder Backing will be measured to the nearest one hundredth of a mile along the edge of pavement. The contract unit price paid for Shoulder Backing shall be considered full compensation for furnishing all labor, material, and equipment and for doing all the work involved in scarifying and compacting to 90% existing material, furnishing and placing PMB, reshaping shoulders, and maintaining drainage patterns as specified in these Special Provisions.

1017 PAVEMENT DELINEATION & STRIPING
(Schedule I – Sespe Street; Schedule II – Pasadena Avenue)

1017-1 SCOPE

Pavement Delineation, striping and signs shall consist of installing thermoplastic striping and markings; pavement markers and signs as shown on plans and as specified in these Special Provisions.

On roads to be delineated, prior to removing traffic control, temporary markings shall be placed. Permanent Pavement Delineation on each road to be delineated shall be completed within 14 calendar days following completion of the overlay on that road unless otherwise specified in these Special Provisions. In the event that striping cannot be completed within the specified number of days, the Engineer may order asphalt concrete paving operations suspended in accordance with 6-2 to allow striping work to meet schedules specified in these Special Provisions. Centerline striping shall be completed within 10 calendar days after placing AC overlay. Pavement markers, edge line striping and markings shall be completed within 7 calendar days after completion of shoulder backing work.

1017-2 TEMPORARY MARKINGS

STOP bars: On roads to be delineated and on which permanent delineation will not be applied before public traffic is allowed on the freshly ground or paved surface, Temporary Stop bars shall be placed at all signals and stop signs the same day that paving or grinding occurs. Temporary Stop Bars shall be 12 inches wide.

Temporary Markings shall be placed at the centerline of pavement and on multi-lane roads at each lane line the same day that grinding occurs or overlay is placed. Temporary centerline markings shall consist of temporary raised pavement markers (Davidson Plastics Co., M. V. Plastics, or approved equal) at 25-foot maximum intervals. Temporary lane line markings shall be reflective tape or painted spots (cat-tracking) at 50-foot maximum intervals or a painted dribble line. Temporary Markings shall be maintained, replaced, restored or augmented as directed by the Engineer until permanent pavement delineation is completed. When the Engineer determines Temporary Markings as specified herein do not provide adequate temporary delineation, the Contractor shall install Temporary Markings as specified for permanent delineation. All Temporary Markings shall be removed prior to the installation of permanent markings and striping.

1017-3 PAVEMENT MARKERS

Pavement Markers shall be placed in accordance with SSS Section 85, SSP A20A through A20D and these Special Provisions. Markers shall be placed in the same pattern and locations as previously existed or modified as shown on the Plans and these Special Provisions. Pavement markers shall include placement of blue fire hydrant markers. The Contractor shall replace any damaged Pavement Markers, without cost to the Agency, prior to the Agency's acceptance of the project.

1017-4 THERMOPLASTIC TRAFFIC STRIPING & PAVEMENT MARKINGS

Thermoplastic Traffic Striping and Pavement Markings shall be 90 mils in thickness and shall conform to the provisions of 84-2 of the SSS, SSP, and these Special Provisions. Striping and markings shall be reapplied in the original pattern on all roads, except as shown on the Plans and as specified herein. The size, color, and spacing of the striping shall conform to the requirements of Section 310 of the Standard Specifications and the State Standard Specifications, State of California, Department of Transportation Standard Plans as shown on SSP A20A, A20B, A20C and A20D.

1017-5 MEASUREMENT & PAYMENT

Payment for Pavement Delineation & Striping including relocation of existing signs, and other striping details as shown on the Plans will be made at the contract lump sum price. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to complete the work.

Payment for Sharrow Marking, Bicycle & Arrow Marking, Regulatory & Warning Sign, and Object Marker are included in Section 1020-2, 1021-2, 1022-2, and 1023-2, respectively.

1018 SHARROW MARKING
(Sespe Street & Pasadena Avenue – Schedule II)

1018-1 SCOPE

The work under this section consists of Sharrow Marking installation at locations shown on the Plans and shall be performed in accordance with MUTCD Section 2B, and these Special Provisions.

1018-2 MEASUREMENT & PAYMENT

Sharrow Marking shall be measured per each sharrow marking installed. The contract unit price paid for Sharrow Marking installed, complete in place, shall be considered full compensation for furnishing all labor, tools, materials, and all incidentals necessary to complete the work.

1019 BICYCLE & ARROW MARKING
(Sespe Street – Schedule I)

1019-1 SCOPE

The work under this section consists of Bicycle & Arrow Marking installation at locations shown on the Plans and shall be performed in accordance with MUTCD Section 2B, and these Special Provisions.

1019-2 MEASUREMENT & PAYMENT

Bicycle & Arrow Marking shall be measured per each bicycle & arrow marking installed. The contract unit price paid for Bicycle & Arrow Marking installed, complete in place, shall be considered full compensation for furnishing all labor, tools, materials, and all incidentals necessary to complete the work.

1020 REGULATORY & WARNING SIGN
(Sespe Street – Schedule I & II)

1020-1 SCOPE

The work under this section consists of Regulatory and Warning Sign installation at locations shown below. Regulatory and warning sign shall be performed in accordance with the Plans, MUTCD Section 2B, and these Special Provisions.

1020-2 MEASUREMENT & PAYMENT

Regulatory and Warning Sign shall be measured per each sign post with regulatory and/or warning signs installed. (Some posts have more than one sign.) The contract unit price paid for sign post installed, complete in place, shall be considered full compensation for furnishing all labor including removal of existing sign post to be replaced, tools, materials, and all incidentals necessary to complete the work.

1021 OBJECT MARKER
(Sespe Street – Schedule I)

1021-1 SCOPE

The work under this section consists of Object Marker installation at locations shown below and shall be performed in accordance with the Plans, MUTCD Section 2B, and these Special Provisions.

1021-2 MEASUREMENT & PAYMENT

Object Marker shall be measured per each marker installed. The contract unit price paid for object marker installed, complete in place, shall be considered full compensation for furnishing tools, materials, and labor including removal of existing object markers, and all incidentals necessary to complete the work.

1022 MAILBOX REPLACEMENT
(Sespe Street – Schedule I)

1022-1 SCOPE

This work consists of removal and replacement of heavy-duty rural mailboxes with mailbox numbers including its standard in-ground mounted mailbox post as shown on the Plans, marked in the field, or as directed by the Engineer.

Where relocation is necessary to clear the work area, the Contractor shall temporarily place the mail box in such a location where service is unrestricted to the U.S. Postal Service and resident.

Heavy-duty Rural Mailbox dimension shall be 7.5 inches wide x 9.5 inches high x 20.5 inches long and made of aluminum. Mailbox Numbers shall be 2"H White Vinyl Silhouette adhesive numbers.

Mail Box shall be mounted on in-ground mounted mailbox posts. Mail Boxes, and In-ground Mounted Posts shall be black with powder-coated finish. These mail boxes and in-ground mounted posts are commercially available.

| Location | Mailbox No. | Mailbox | Post |
|-------------------|-------------|----------|----------|
| 1037 SESPE STREET | 1037 | 1-Box | 1 |
| 1151 SESPE STREET | 1151 | 1-Box | 1 |
| 1120 SESPE STREET | 1120 | 1-Box | 1 |
| 1516 SESPE STREET | 1516 | 1-Box | 1 |
| TOTAL | | 4 | 4 |

Additional locations may be added by the Engineer.

1022-2 MEASUREMENT & PAYMENT

Mailbox Replacement shall be measured per each mail box replaced. The contract unit price paid for mailbox replacement shall be considered full compensation for furnishing all labor, tools, material, including installation of in-ground mounted posts and grout poured into the sleeve, mailbox numbers, and all incidentals necessary to complete the work.

APPENDIX H
UTILITY COMPANY DIRECTORY

Utility Company Directory

Appendix H

Fillmore

| | | | | |
|--|---|---|---------------|--|
| Electric | So. Calif. Edison Company SCE Planning Supervisor | 10060 Telegraph Road | | <i>Phone:</i> (805) 654-7444 |
| E-Mail: | | Ventura | CA 93004- | <i>Fax:</i> (805) 654-7275 |
| Electric | So. Calif. Edison Company Attn: Map Requests | 1444 E. McFadden Ave "Bldg D" | | <i>Phone:</i> (714) 796-9932 |
| E-Mail: MapRequests@sce.com | | Santa Ana | CA 92711-1982 | <i>Fax:</i> (714) 973-5735 |
| Gas | The Gas Company - Distribution Peggy Li, Planning Associate | P.O. Box 2300, SC9331 | | <i>Phone:</i> (818) 701-3319 |
| E-Mail: pLi@semprautilities.com | | Chatsworth | CA 91313- | <i>Fax:</i> (818) 701-3380 |
| Misc. | William Thornbury, Inc. | 540 Sespe Avenue #4 | | <i>Phone:</i> (805) 524-0445 |
| E-Mail: | | Fillmore | CA 93015-1943 | <i>Fax:</i> |
| Pipeline | Chevron Pipeline Company AI Super (Contractor) | 2600 Homestead Place | | <i>Phone:</i> (310) 669-4010 |
| E-Mail: AISuper@chevron.com | | Rancho Dominguez | CA 90220- | <i>Fax:</i> (310) 669-4040 |
| Pipeline | Crimson Pipeline, LP Ernie Castellon, Utility Coordinator | Attn: Land Department 3780 Kilroy Airport Way, Suite 400 | | <i>Phone:</i> (562) 285-4117 (562) 233-2436 |
| E-Mail: ecastellon@crimsonpl.com or landdept@crimsonpl.com | | Long Beach | CA 90806- | <i>Fax:</i> (562) 285-4141 |
| Pipeline | Seneca Resources West Division Office | 4800 Corporate Court | | <i>Phone:</i> (661) 399-4270 |
| E-Mail: | | Bakersfield | CA 93311- | <i>Fax:</i> |
| Pipeline | Shell Pipeline Company LLC Utility Coordinator | 20945 S. Wilmington Ave. | | <i>Phone:</i> (310) 816-2063 (888) 257-0877 |
| E-Mail: | | Carson | CA 90810-1039 | <i>Fax:</i> |
| Pipeline | Tesoro Logistics Attn: Right-of-Way Dept. | 6 Centerpointe Drive #500 | | <i>Phone:</i> (714) 880-1690 |
| E-Mail: Robert.G.Streed@Tsocorp.com | | La Palma | CA 90623- | <i>Fax:</i> |
| Telecom | Time Warner Cable Attn. Joe Maysick | 2525 Knoll Drive | | <i>Phone:</i> (805) 477-4439 |
| E-Mail: Joe.Maysick@adelphia.com | | Ventura | CA 93003- | <i>Fax:</i> (805) 644-9324 |
| Telecom | Verizon Business/MCI Attn: Chuck Czumak | 1701 Ringling Blvd. | | <i>Phone:</i> |
| E-Mail: chuck.czumak@verizon.com | | Sarasota, FL | FL 94240- | <i>Fax:</i> |
| Water | Brownstone Mutual Water Co. | 540 Sespe Avenue #4 | | <i>Phone:</i> (805) 524-0445 |
| E-Mail: | | Fillmore | CA 93015- | <i>Fax:</i> |

Fillmore

Utility Company Directory

Fillmore

| | | | |
|--|--|------------------------|------------------------------|
| Water | Fillmore Irrigation Company | 1238 Grand Avenue | <i>Phone:</i> (805) 524-0445 |
| E-Mail: | | Fillmore CA 93015- | <i>Fax:</i> |
| Water | Goodenough Mutual Water Attn: Mike Richardson | 2320 Goodenough Road | <i>Phone:</i> (805) 524-9800 |
| E-Mail: | | Fillmore CA 93015- | <i>Fax:</i> |
| Water | San Cayetano Mutual Water Co. Brad Hilton, Manager | 540 Sespe Avenue #4 | <i>Phone:</i> (805) 524-0445 |
| E-Mail: | | Fillmore CA 93015-1943 | <i>Fax:</i> |
| Water | Sespe Agricultural Water Company | 540 Sespe Avenue #4 | <i>Phone:</i> (805) 524-0445 |
| E-Mail: | | Fillmore CA 93015-1943 | <i>Fax:</i> |
| Water | Southside Improvement Co. | 540 Sespe Avenue | <i>Phone:</i> (805) 524-0445 |
| E-Mail: | | Fillmore CA 93015- | <i>Fax:</i> |
| Water | United Water Conservation District James Grisham | 106 North 8th Street | <i>Phone:</i> (805) 525-4431 |
| E-Mail: jamesg@unitedwater.org | | Santa Paula CA 93060- | <i>Fax:</i> |
| Water/Sewer | City of Fillmore Public Works Agency | 250 Central Avenue | <i>Phone:</i> (805) 524-3701 |
| E-Mail: | | Fillmore CA 93015- | <i>Fax:</i> |

APPENDIX I
NOTICE TO RESIDENT/BUSINESS/INSTITUTION

NOTICE TO RESIDENT/ BUSINESS/ INSTITUTION

Date _____

In approximately _____, the Transportation Department of the Public Works Agency, County of Ventura, will resurface the existing pavement of your street. The work will be done by _____.

The resurfacing consists of street repairs, concrete repairs, street resurfacing, and restriping of the streets. The new surfacing will provide smoother driving and will extend the service life of the road. Generally, existing driveways and the surface drainage should not be affected; however, if there are changes, we will contact you.

It will be necessary to close, or partially close, your street on the days the work is done. We will post temporary "No Parking" signs at least 48 hours in advance of the scheduled work. This will prohibit parking on the pavement between 7:30 AM and 5:30 PM. In case of inclement weather, it may be necessary to reschedule the contractor's operations.

We ask your cooperation by not parking your automobile in the street during the short construction period. You can drive in and out of your garage or driveway anytime during construction operations as one lane will be kept open to traffic.

In order for the resurfacing to be effective, it is absolutely necessary that the pavement be kept dry prior to its application. If water is allowed to run onto the pavement the treatment will be less effective.

We ask that during the time we are working that you DO NOT:

1. Park on the street.
2. Allow water to run onto the street.
3. Allow children to play in the street.

If some asphalt accidentally gets on your skin clean the area with oil-dissolving skin cleaner. Do not use solvents or thinners to remove material from skin.

We regret any inconvenience that this work may cause you. We thank you for your cooperation in assisting us to maintain your street in the most efficient way possible.

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

General Contractor

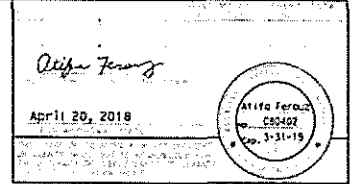
Tel. _____

Ariel Braza, Project Manager
County of Ventura, Public Works Agency

Tel. (805) 654-2058

Si necesita esta informacion traducida en español, por favor contacte al Departamento de Obras Publicas, del Condado de Ventura al 805-654-2049.

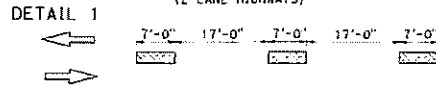
APPENDIX J
APPLICABLE STANDARD PLANS



TO ACCOMPANY PLANS DATED _____

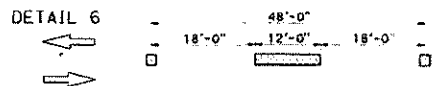
2015 REVISED STANDARD PLAN RSP A20A
Appendix J

CENTERLINES
(2 LANE HIGHWAYS)



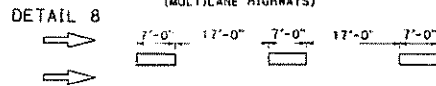
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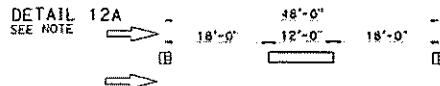
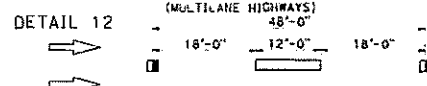
LANELINES
(MULTILANE HIGHWAYS)



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LANELINES (Cont)
(MULTILANE HIGHWAYS)

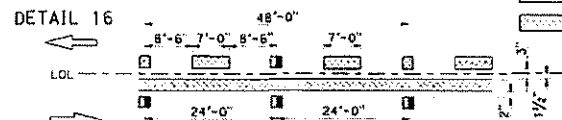
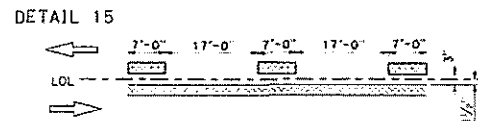


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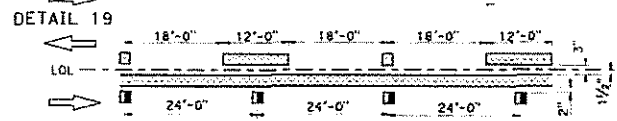
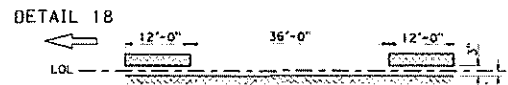
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NO PASSING ZONES-ONE DIRECTION

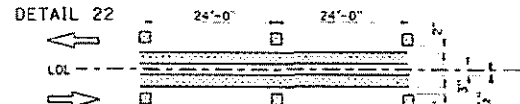
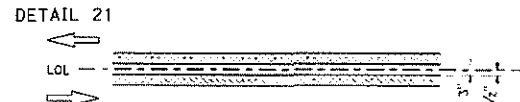


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NO PASSING ZONES-TWO DIRECTION



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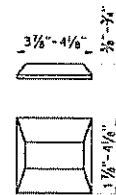
LEGEND

MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINES

- 6" WHITE
- 6" YELLOW



TYPE C AND TYPE D TYPE G AND TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKERS
AND TRAFFIC LINES
TYPICAL DETAILS**

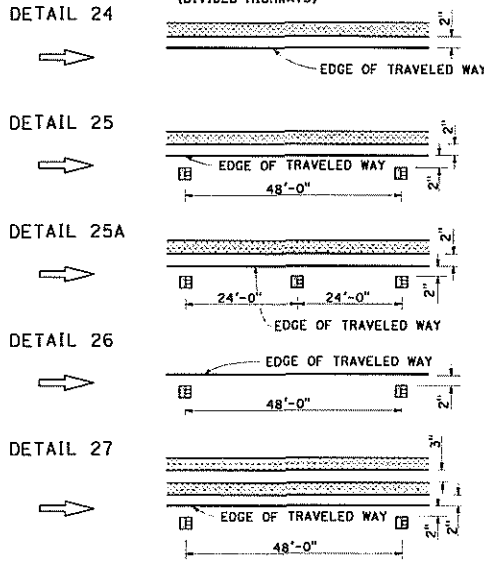
NO SCALE

NOTE:
FOR FREEWAY APPLICATION ONLY

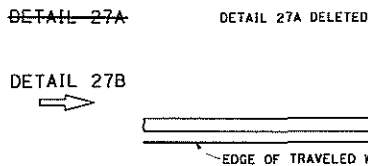
RSP A20A DATED APRIL 20, 2018 SUPERSEDES RSP A20A DATED JULY 21, 2017 AND STANDARD PLAN A20A DATED OCTOBER 30, 2015 - PAGE 12 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20A

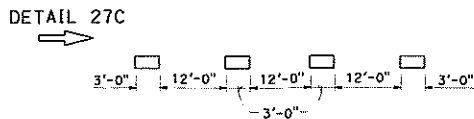
LEFT EDGELINES (DIVIDED HIGHWAYS)



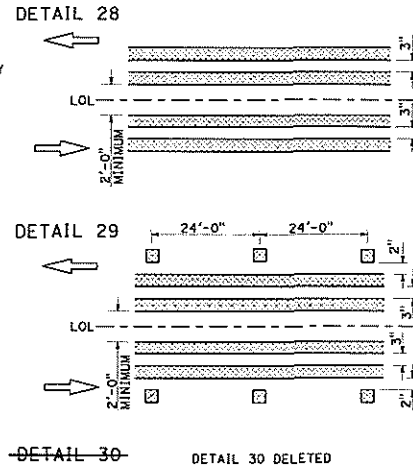
RIGHT EDGELINES



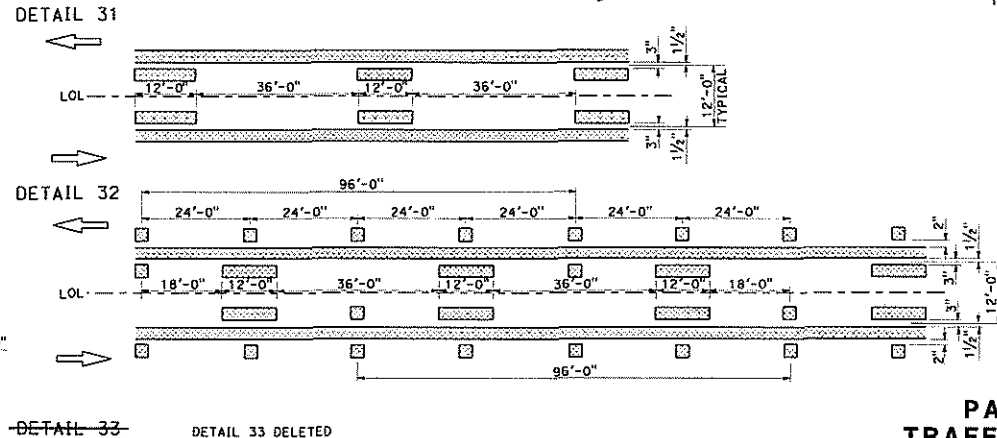
RIGHT EDGELINE EXTENSION THROUGH INTERSECTIONS



MEDIAN ISLANDS



TWO-WAY LEFT TURN LANES



LEGEND

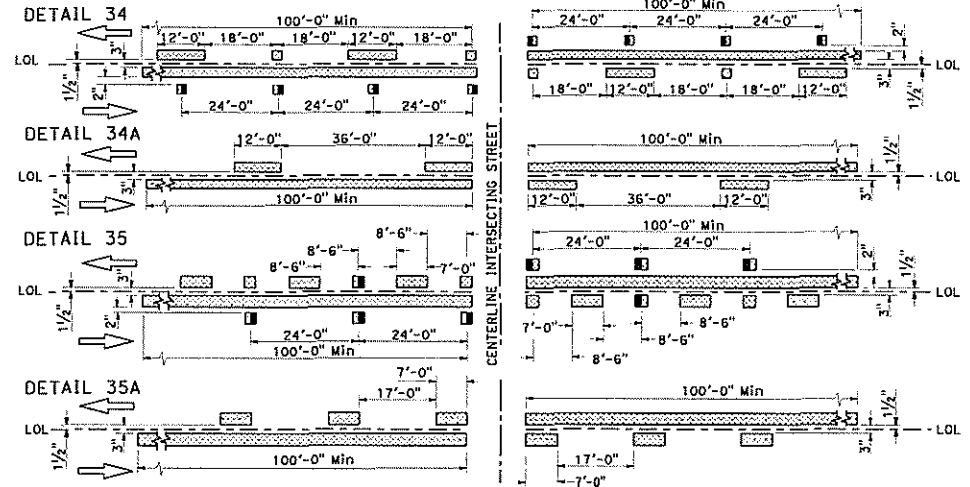
MARKERS

- ☒ TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- ☒ TYPE H ONE-WAY YELLOW RETROREFLECTIVE
- ☒ TYPE RY RED-YELLOW RETROREFLECTIVE

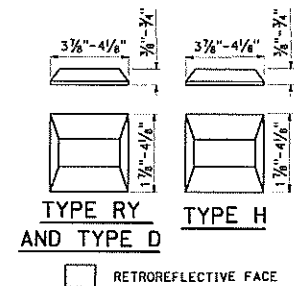
LINES

- 6" WHITE
- 6" YELLOW

INTERSECTION TREATMENTS



MARKER DETAILS



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

RSP A208 DATED APRIL 20, 2018 SUPERSEDES RSP A208 DATED JULY 21, 2017 AND STANDARD PLAN A208 DATED OCTOBER 30, 2015 - PAGE 13 OF THE STANDARD PLANS BOOK DATED 2015.

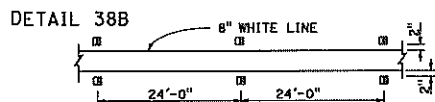
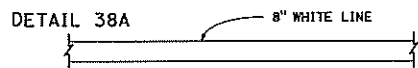
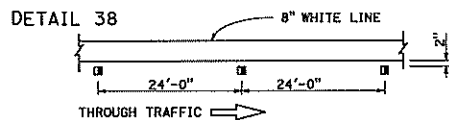
REVISED STANDARD PLAN RSP A20B

| DATE | PROJECT | ROUTE | POST MILES | SHEET TOTAL |
|----------------|---------|-------|------------|-------------|
| APRIL 20, 2018 | | | | |

Aliffa Ferrouk
REGISTERED CIVIL ENGINEER
C80402
3-31-18
STATE OF CALIFORNIA

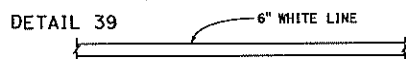
APPROVAL DATE
APRIL 20, 2018
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CHANNELIZING LINE

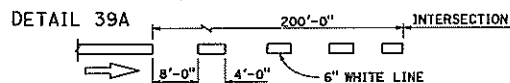


DETAIL 38C DELETED

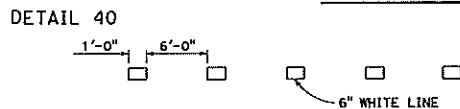
BIKE LANE LINE



INTERSECTION LINE BIKE LANE

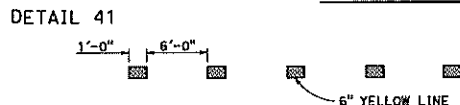


LANE LINE EXTENSIONS THROUGH INTERSECTIONS



DETAIL 40A DELETED

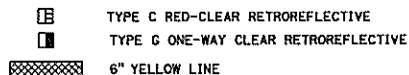
CENTER LINE EXTENSIONS THROUGH INTERSECTIONS



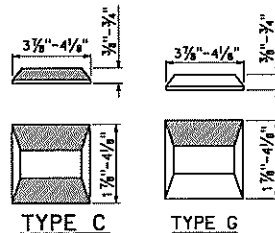
DETAIL 41A DELETED

LEGEND

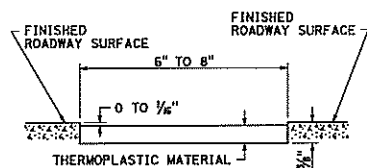
MARKERS



MARKER DETAILS



RETROREFLECTIVE FACE



DETAIL FOR RECESSED THERMOPLASTIC TRAFFIC STRIPE

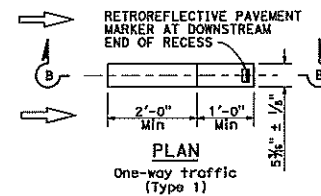
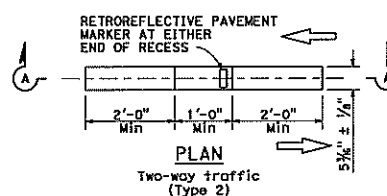
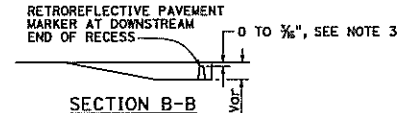
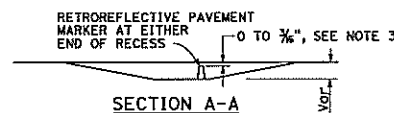
See Notes A and B.

RECESSED THERMOPLASTIC NOTES

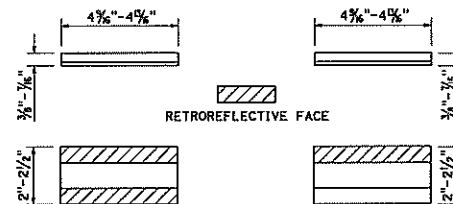
- See typical traffic line details for pavement marking patterns.
- The top of the thermoplastic installed in recessed pavement shall be 0 to $\frac{1}{16}$ " below the pavement surface.

| DIST | COUNTY | ROUTE | POST MILES | SHEET | TOTAL |
|---|--------|-------|------------|-------|--------|
| TOTAL PROJECT | | | | NO. | SHEETS |
| <p>April 20, 2018</p> <p>PLANS APPROVAL DATE</p> <p>THE STATE OF CALIFORNIA ON ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</p> | | | | | |

TO ACCOMPANY PLANS DATED



RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER



TYPE C AND TYPE D TYPE G AND TYPE H
See Notes 1 and 2.

RETROREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION

RECESSED MARKER NOTES:

- See typical traffic line details for marker patterns to be used with recessed pavement markers. Detail 14A requires a Type 2 recess.
- The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
- The top of pavement markers installed in recesses shall be 0 to $\frac{1}{16}$ " below the pavement surface.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

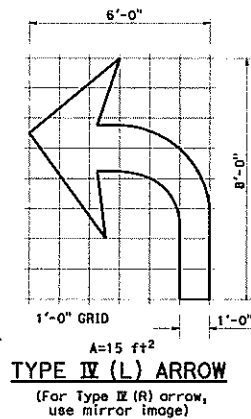
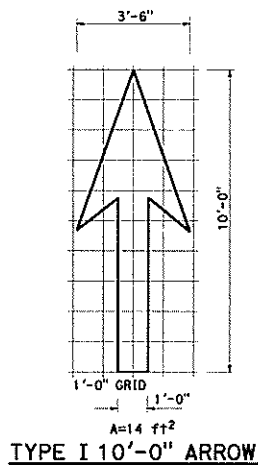
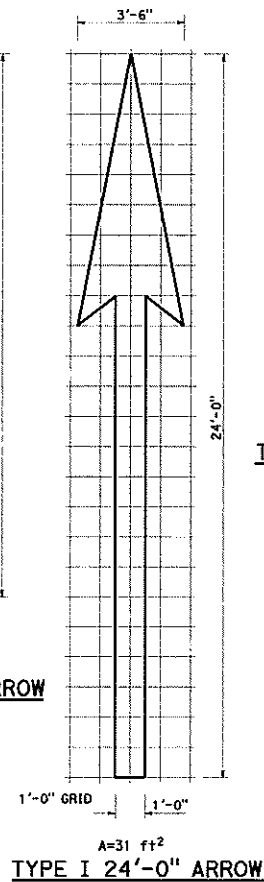
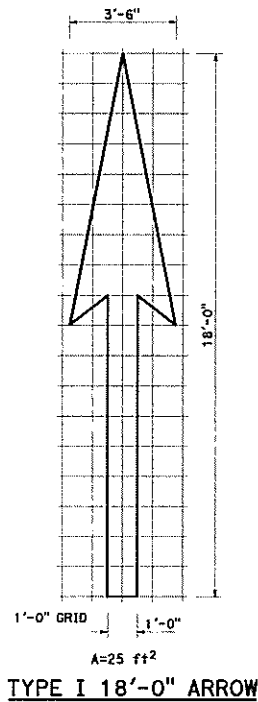
PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

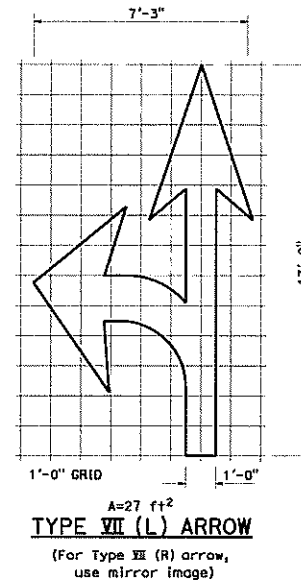
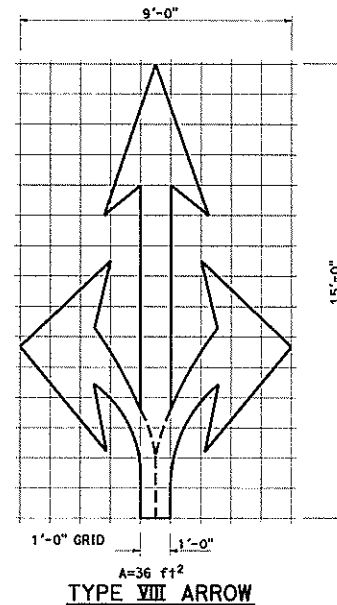
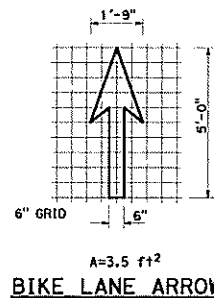
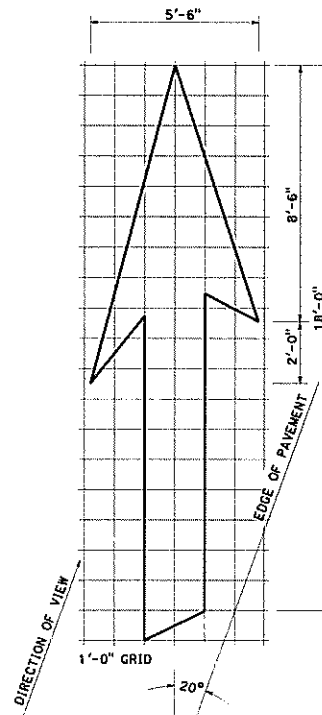
RSP A200 DATED APRIL 20, 2018 SUPERSEDES RSP A200 DATED JULY 21, 2017 AND STANDARD PLAN A200 DATED OCTOBER 30, 2015 - PAGE 15 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A200

2015 REVISED STANDARD PLAN RSP A200



NOTE:
Minor variations in dimensions
may be accepted by the Engineer.



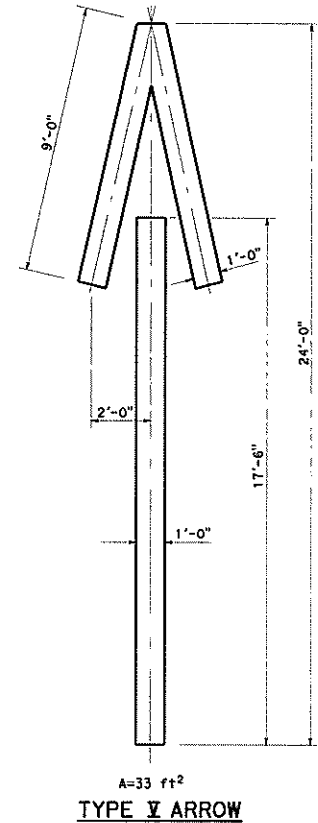
| | | | | |
|-------|--------|-------|---------------|-------------|
| DIST. | COUNTY | ROUTE | POST MILES | SHEET TOTAL |
| | | | TOTAL PROJECT | NO. SHEETS |

Alfa Ferarri
REGISTERED CIVIL ENGINEER

October 30, 2015
PLANS APPROVAL DATE

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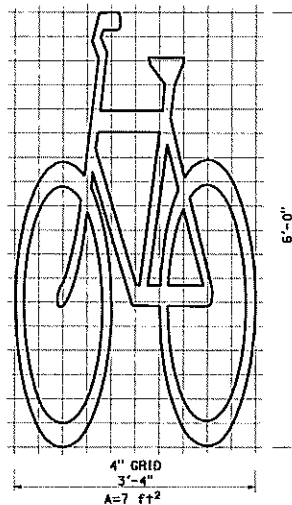
Alfa Ferarri
C80402
Exp. 3-31-17
STATE OF CALIFORNIA



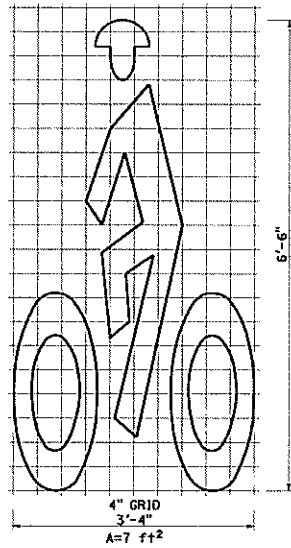
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
ARROWS**

NO SCALE

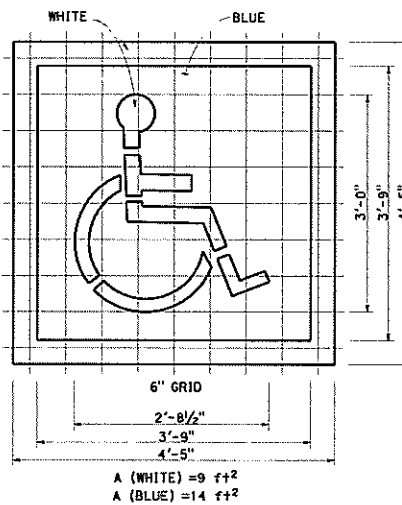
A24A



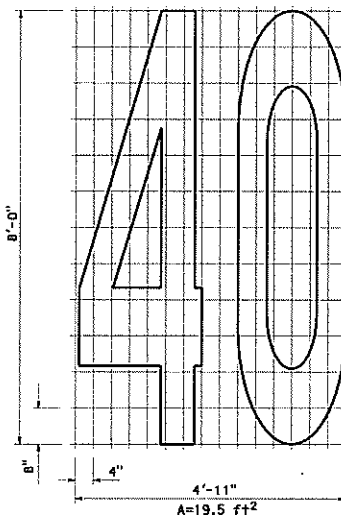
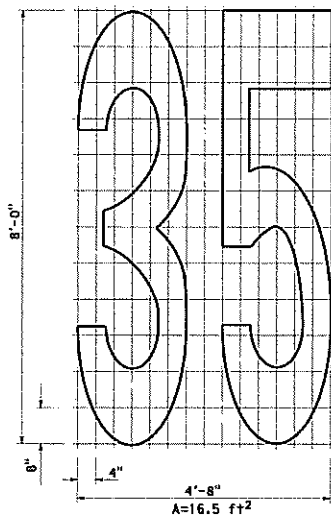
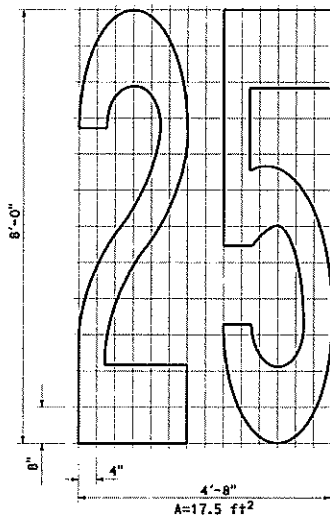
**BIKE LANE SYMBOL
WITHOUT PERSON**



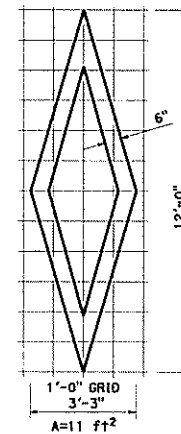
**BIKE LANE SYMBOL
WITH PERSON**



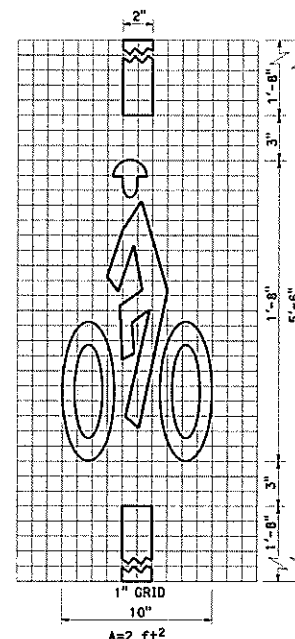
**INTERNATIONAL SYMBOL
OF ACCESSIBILITY (ISA) MARKING**



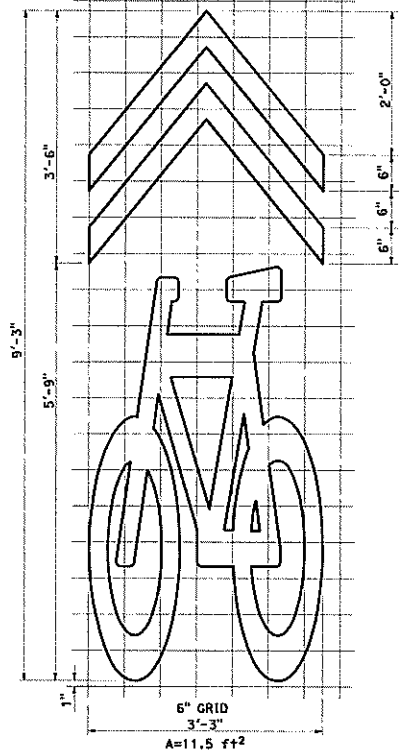
NUMERALS



DIAMOND SYMBOL



**BICYCLE LOOP
DETECTOR SYMBOL**



SHARED ROADWAY BICYCLE MARKING

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
SYMBOLS AND NUMERALS**
NO SCALE

A24C

| | | | | |
|-------|--------|-------|---------------|-------------|
| DIST. | COUNTY | ROUTE | POST MILES | SHEET TOTAL |
| | | | TOTAL PROJECT | 22 SHEETS |

Atifa Feroz
REGISTERED CIVIL ENGINEER

October 30, 2015
PLANS APPROVAL DATE

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Atifa Feroz
C60402
Exp. 3-31-17
CIVIL

NOTE:

Minor variations in dimensions may be accepted
by the Engineer.

A=43 ft²

A=42 ft²

A=24 ft²

A=23 ft²

A=19 ft²

A=35 ft²

A=31 ft²

A=24 ft²

A=26 ft²

A=21 ft²

A=32 ft²

A=19 ft²

A=26 ft²

A=22 ft²

A=18 ft²

A=10 ft²

A=5 ft²

A=6 ft²

| | | | | |
|-------|--------|-------|-------------|--------------|
| DIST. | COUNT. | ROUTE | SHEET TOTAL | TOTAL SHEETS |
| | | | | |

Alfred Feroz
REGISTERED CIVIL ENGINEER

October 30, 2015
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICIALS
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THE ACCURACY OR COMPLETENESS OF DIMENSIONS
OF THIS PLAN SHEET.

Alfred Feroz
C80402
Exp. 3-31-17
CIVIL
STATE OF CALIFORNIA

NOTES:

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

| WORD MARKINGS | | | | | |
|---------------|-----------------|--------|-----------------|----------|-----------------|
| ITEM | ft ² | ITEM | ft ² | ITEM | ft ² |
| XING | 21 | YIELD | 24 | BIKE | 5 |
| AHEAD | 31 | SCHOOL | 35 | SLOW | 23 |
| WAIT | 19 | SIGNAL | 32 | STOP | 22 |
| LANE | 6 | TURN | 24 | LEFT | 19 |
| RIGHT | 26 | HERE | 26 | VEHICLES | 42 |
| | | | | COMPACT | 10 |
| | | | | PED | 18 |

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
WORDS**

NO SCALE

A24D

DESIGN NOTES:

Design Specifications:
AASHTO LRFD Bridge Design Specifications,
6th Edition with California Amendments.

Loading:
Live load: (AASHTO LRFD 3.6.1.2)
HL-93 consists of design truck or
design tandem and design lane load.

Impact Factor: (Apply to roof slab only)
 $IM = 33(1.0 - 0.125D_e) \geq 0\%$ (AASHTO LRFD 3.6.2.2)
 D_e = minimum depth of earth cover

Earth loads:
Earth pressure for two conditions:
140 pcf vertical, 42 pcf horizontal
140 pcf vertical, 140 pcf horizontal

Load Factors:
AASHTO LRFD Table 3.4.1.1 & Table 3.4.1.2

Unit stresses:
 $f'_c = 3600$ psi
 $f_y = 60,000$ psi

Distribution "d" bars:
Up to and including 10'-0" cover
Express as a percentage of main positive
reinforcement required: $\frac{100}{\sqrt{s}}$, Max 50%,
Over 10'-0" cover,
4 @ 12 maximum

Shear:
 $V_u = \{2.14\sqrt{f'_c} + 4600 \frac{A_s}{b d} \frac{V_u}{d}\} b d \leq 4.0\sqrt{f'_c} b d$ (Pounds)
 V_u shall not be less than $3.00\sqrt{f'_c} b d$ for frame
members and $2.5\sqrt{f'_c} b d$ for simply supported members.

Exclusion:
Compressive reinforcement and negative moment
reduction (for continuity) do not apply.
Axial loading on members has not been considered.

CONSTRUCTION NOTES:

Construction loads:
Strutting required as shown on Standard Plan D88.
Strutting may be required on culvert extensions
when existing parapet is removed.

Expansion joints:
Invert:
No expansion joints shall be permitted.

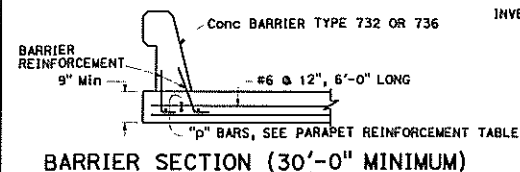
Roof and Walls:
When cover is less than span length:
Place $\frac{1}{2}$ " premolded expansion joint filler at 30'-0" \pm
centers outside the paved roadway lanes and place Bridge
Detail 3-2, Standard Plan B0-3, at 30'-0" centers under
paved roadway lanes.
When cover is more than span length:
Place $\frac{1}{2}$ " premolded expansion joint filler at 30'-0" \pm
centers and additional $\frac{1}{2}$ " premolded expansion
joints at locations of change in foundation character,
as directed by the Engineer.

Construction joints:
Temporary joints may be permitted if normal (or radial) to
€ of RCB. Otherwise, the contractor is to submit a
proposal for consideration.

Cutoff walls:
4'-0" cutoff walls are to be provided at inlet and/or outlet
unless adjacent channel is lined and unless otherwise shown.
These walls are to be extended if scour conditions warrant.

Earthwork:
See Standard Plan A62E.

Backfill:
See Standard Specifications, except that the difference
in level of backfill (against outside walls) shall not
exceed 2'-0".



GENERAL NOTES:

Designation:
Standard single or multiple box culverts are shown on
plans as span times height with maximum cover over
roof thus: 8' x 5' RCB with 10' or
double 10' x 5' RCB with 20', followed by
alternatives.

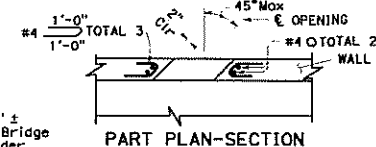
Alternatives:
Single cell: Invert will be sloped unless "trapezoidal
invert", "flat invert" or "V invert" is included in
designation.
Multiple cell: Invert will be vee unless "flat invert" is
specified. Ends of culvert will be rounded unless
"square ends" are designated. Parapets will be as
shown unless designated in plans. Such designations
may be different for inlet and outlet ends.

Quantities:
Quantities do not include the following:
- Concrete for parapet, paving notches and cut-off wall.
- Reinforcement for 2X splices, parapets, paving notches,
cut-off wall and additional required bars for exposed
top slab (D-80, Note 9).

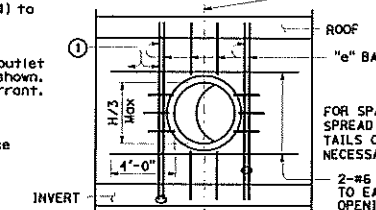
Reinforcement placement:
Main reinforcement is to be placed transversely or,
for curved culverts, radially. When radial, reinforcing
spacing of the "d", "f" and "g" bars is measured along
the centerline. Stagger splices not shown. Hooks
may be rotated or tilted, as necessary, for clearance.

Special reinforcement coverage:
Box standard plans are not to be used for culverts
in a corrosive environment or where there is a severe
abrasive flow condition or in freeze-thaw locations.

Special design:
Required for culverts with conditions, loads, design bearing
pressures or sizes greater than those given on this plan or
Standard Plans D80 & D81. Also required for multiple cell
culverts with unequal spans. For culverts with railroad
loading, see the current AREMA design specification.
3 or more cells:
For culverts with more than two cells, use dimensions
and reinforcement for the standard "double box
culvert" and adjust quantities accordingly.

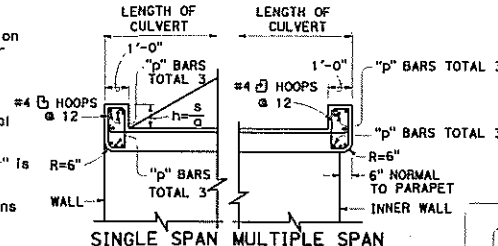


BRIDGE DETAIL 3-2 Std PLAN
B0-3, NO EXPANSION JOINT
WITHIN 4'-0" OF € OPENING



UTILITY OPENING-WALL
H=Height of box

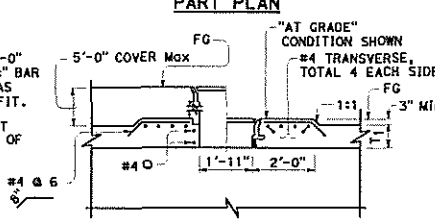
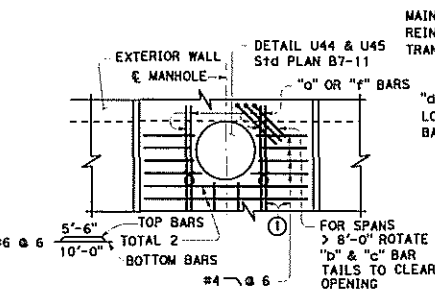
① Adjacent to each side of the opening,
place additional bars equivalent to half
the interrupted main reinforcement.



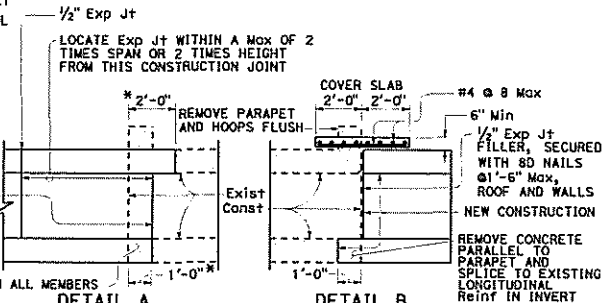
PARAPET DETAIL
s = Clear span (ft)
a = 12 cosine skew angle
h = Height, 1'-0" Min

| PARAPET "d" BARS | SPAN | SKEW ANGLE | | |
|------------------|------|------------|------------|------------|
| | | 0° TO 15° | 16° TO 30° | 31° TO 45° |
| 4' | #4 | #4 | #4 | #4 |
| 6' | #4 | #4 | #4 | #4 |
| 8' | #4 | #4 | #4 | #4 |
| 10' | #4 | #4 | #4 | #4 |
| 12' | #4 | #4 | #4 | #4 |
| 14' | #4 | #4 | #4 | #4 |

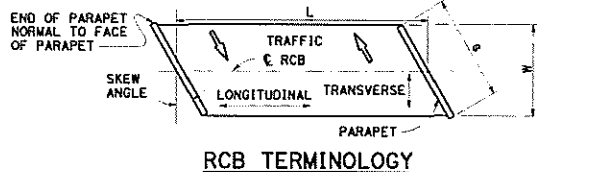
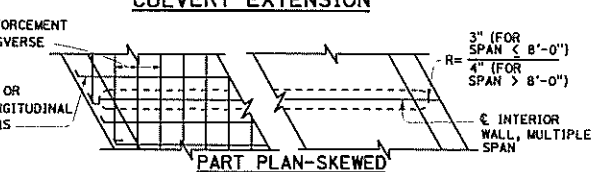
PARAPET REINFORCEMENT



PART LONGITUDINAL SECTION
MANHOLE

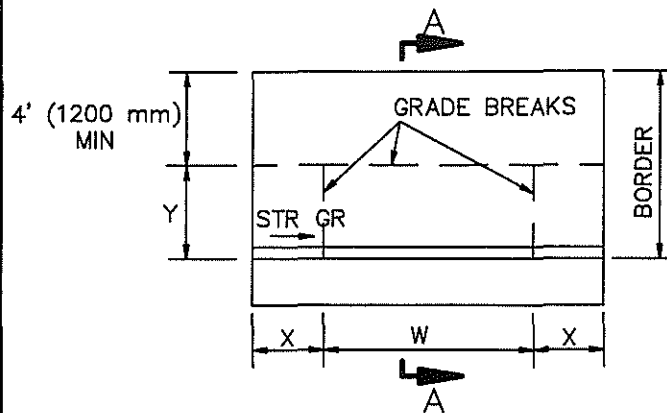


CULVERT EXTENSION
MAIN REINFORCEMENT TRANSVERSE
"d" OR LONGITUDINAL BARS
3" (FOR SPAN € 8'-0")
4" (FOR SPAN > 8'-0")
€ INTERIOR WALL, MULTIPLE SPAN

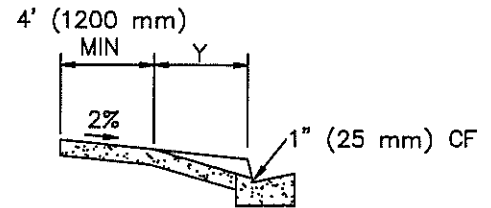


STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**CAST-IN-PLACE REINFORCED
CONCRETE BOX CULVERT
MISCELLANEOUS DETAILS**
NO SCALE

REVISÉD STANDARD PLAN RSP D89

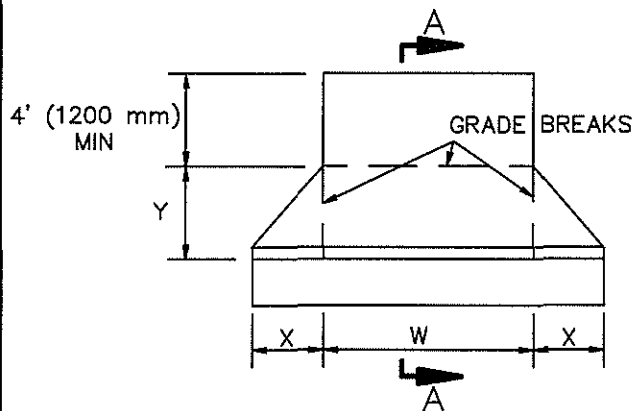


TYPE A



SECTION A-A

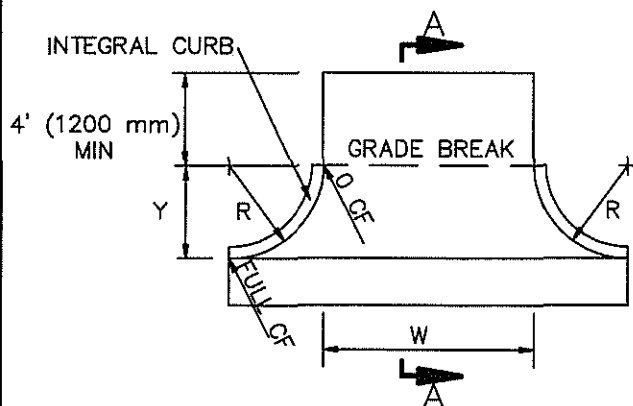
| CURB FACE, inches (mm) | X, inches (mm) | Y, inches (mm) |
|------------------------|----------------|----------------|
| 6" (150) or less | 3'-0" (900) | 4'-0" (1200) |
| 7" (175) | 3'-6" (1050) | 4'-9" (1425) |
| 8" (200) | 4'-0" (1200) | 5'-8" (1700) |
| 9" (225) | 4'-6" (1350) | 6'-6" (1950) |
| 10" (250) | 5'-0" (1500) | 7'-3" (2175) |
| 11" (275) | 5'-6" (1650) | 8'-0" (2400) |
| 12" (300) or more | 6'-0" (1800) | 8'-9" (2625) |



TYPE B

NOTES:

1. RESIDENTIAL DRIVEWAYS SHALL BE 4" (100 mm) THICK PCC.
2. COMMERCIAL DRIVEWAYS SHALL BE 6" (150 mm) THICK PCC.
3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDES OF A DRIVEWAY AND AT 10' (3.0 m) INTERVALS.
4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.



TYPE C

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

DRIVEWAY APPROACHES

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

110-2

SHEET 1 OF 1

APPENDIX K
UNLISTED SUBCONTRACTOR'S LIST

UNLISTED SUBCONTRACTOR'S LIST

Name of Contractor: _____

| NAME OF SUBCONTRACTOR | CONTRACTOR'S LICENSE No. | BUSINESS ADDRESS | CATEGORY OF WORK |
|--------------------------|-----------------------------|------------------|------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

The California Department of Industrial Relations (DIR) requires that all construction contractors and tiered subcontractors performing prevailing wage work is to be registered with the DIR pursuant to Labor Code Section 1725.5.

Contractors and Subcontractor who are required to register but fail to do so are ineligible to bid or work on a public works contract.

Note: The Unlisted Subcontractor's List is required to be submitted to the Project Engineer for approval prior to the issuance of the Notice to Proceed.

**PLANS
(8 SHEETS)**

COUNTY OF VENTURA
PUBLIC WORKS AGENCY

SESPE STREET & PASADENA AVENUE
BIKE LANES

SPECIFICATION NO. RD19-08

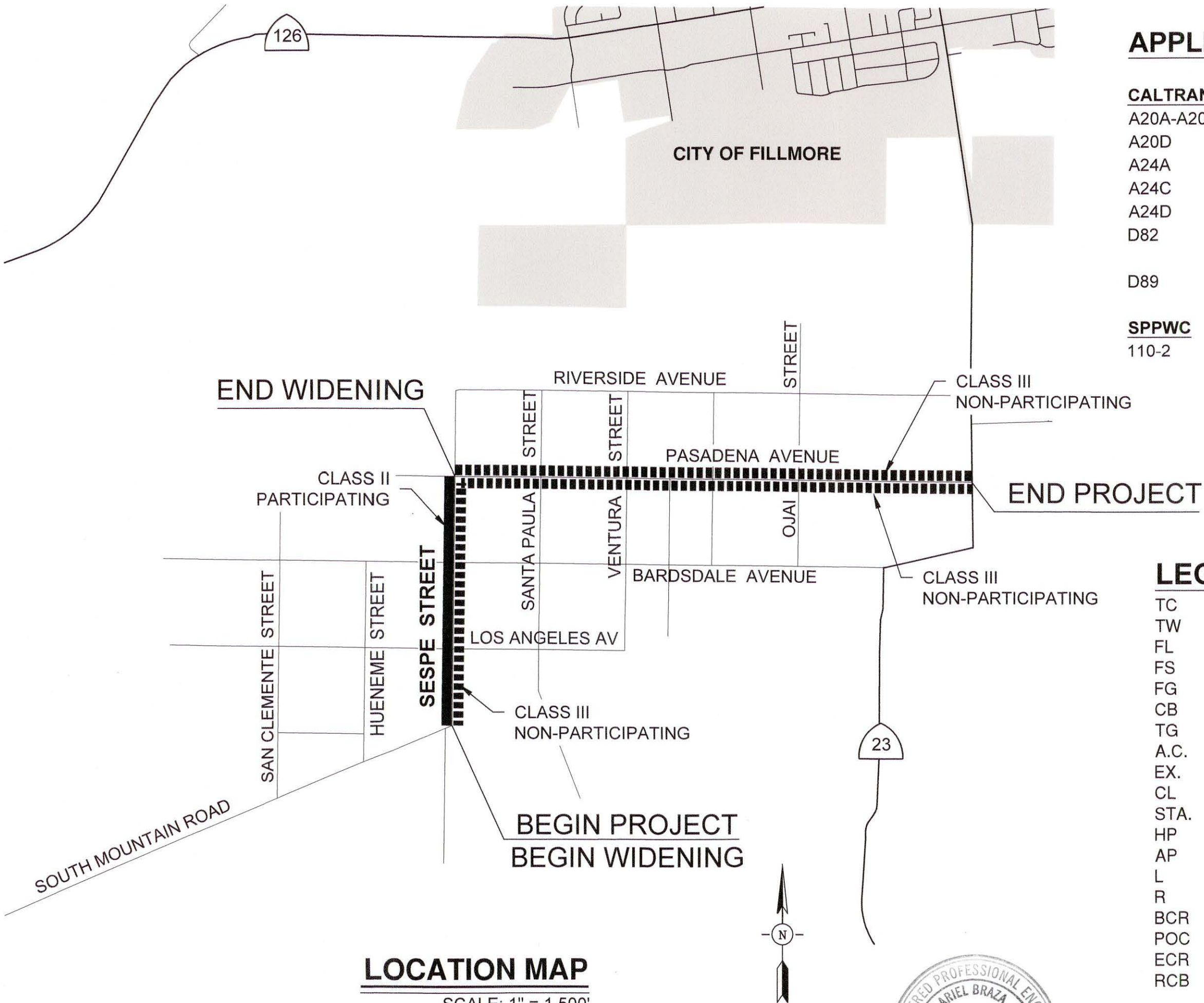
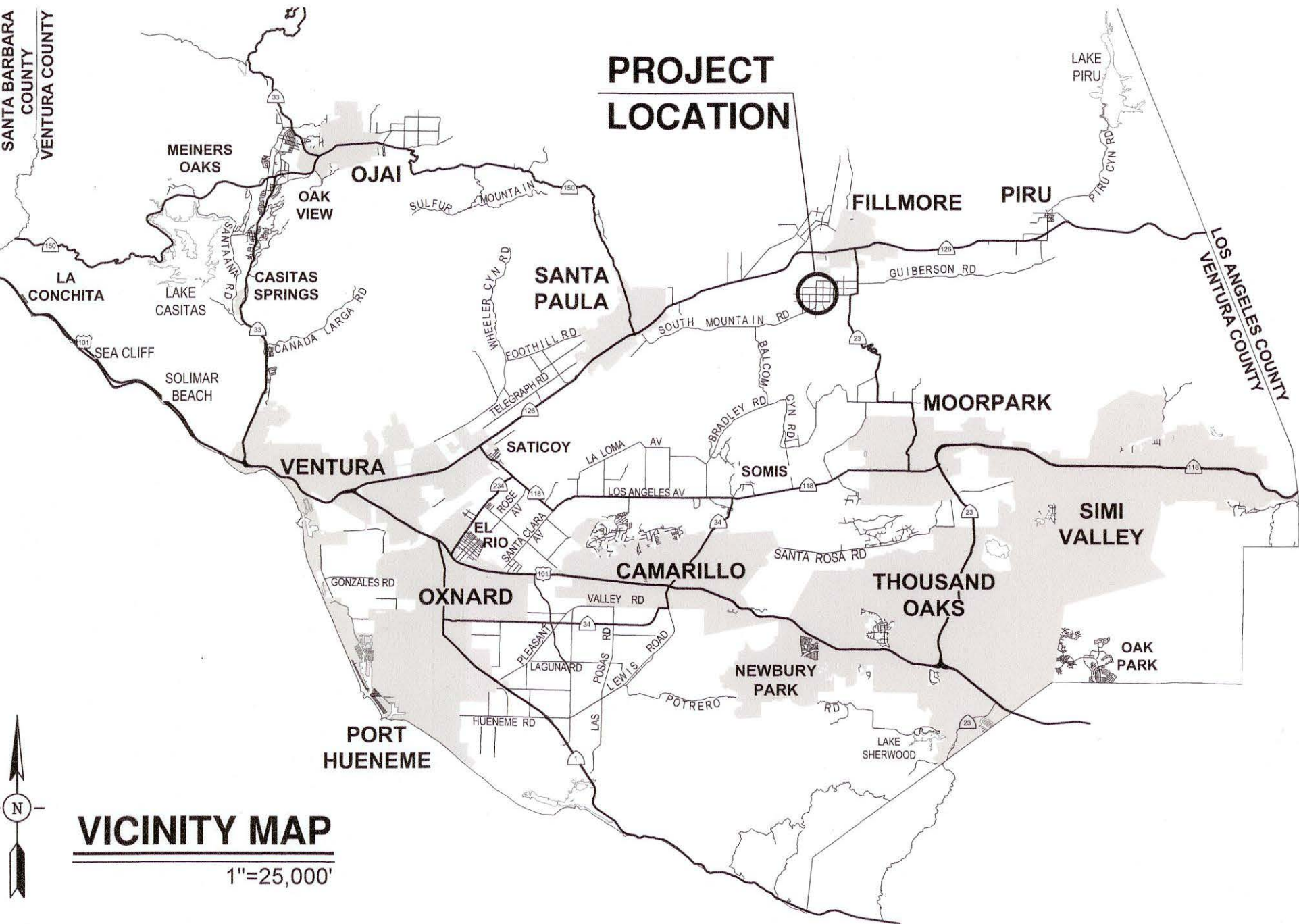
PROJECT NO. 50548

FEDERAL PROJECT NO. CML-5952(197)

GENERAL NOTES:

- ALL KNOWN UTILITIES HAVE BEEN LOCATED TO THE BEST OF THE ENGINEER'S ABILITY FROM DATA AND RECORDS FURNISHED BY THE REPRESENTATIVE OWNERS OF THE VARIOUS UTILITIES. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS AND VERIFY ALL CONDITIONS ON THE JOB SITE. HAND DIG FOUNDATIONS UNTIL CLEAR OF OBSTRUCTIONS.
- THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) AT 811 WITH ADVANCE NOTICE REQUIRED BY USA PROTOCOL PRIOR TO STARTING EXCAVATION.
- EXISTING IMPROVEMENTS WITHIN THE WORK AREAS SHALL REMAIN AND SHALL BE PROTECTED UNLESS OTHERWISE NOTED. DAMAGED IMPROVEMENTS SHALL BE REPLACED IN KIND TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- SYMBOL Δ INDICATES THE LOCATION OF THE HORIZONTAL & VERTICAL CONTROL POINTS LISTED BELOW.

| SURVEY CONTROL | | | | | | | |
|----------------|------------|------------|-----------|-------------|----------|----------|-------|
| CP# | NORTHING | EASTING | ELEVATION | DESCRIPTION | STATION | OFFSET | SHEET |
| 1001 | 1958882.77 | 6277430.24 | 382.61 | RBR | 24+36.91 | 18.16' R | 3 |
| 1002 | 1960259.00 | 6277427.90 | 377.03 | BRASS_DISK | 38+13.02 | 0' | 3 |
| 1003 | 1957619.54 | 6277397.47 | 386.67 | BRASS_DISK | 11+73.38 | 0' | 2 |
| 1004 | 1958939.40 | 6277412.73 | 381.67 | BRASS_DISK | 24+93.33 | 0' | 3 |
| 1005 | 1956446.23 | 6277383.88 | 396.31 | BRASS_DISK | 0+00.00 | 0' | 2 |
| 1158 | 1958915.90 | 6277447.20 | 382.66 | BRASS_DISK | 24+70.23 | 34.74' L | 3 |
| 2001 | 1956870.84 | 6277401.17 | 391.11 | 30D | 4+24.78 | 12.36' R | 2 |
| 2002 | 1956672.99 | 6277369.03 | 393.21 | 30D | 2+26.57 | 17.49' L | 2 |



INDEX

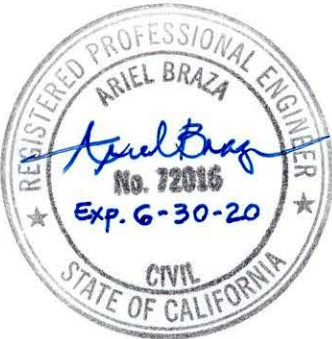
| SHT NO. | DESCRIPTION |
|---------|---|
| 1 | TITLE SHEET |
| 2 | TYPICAL SECTIONS AND DETAILS |
| 3 | SESPE STREET PLAN STA. 0+00 TO STA. 23+60 |
| 4 | SESPE STREET PLAN STA. 23+60 TO STA. 38+00 |
| 5 | SESPE STREET CROSS SECTIONS |
| 6 | SESPE STREET SIGNING AND STRIPING PLAN STA. 0+00 TO STA. 23+60 |
| 7 | SESPE STREET SIGNING AND STRIPING PLAN STA. 23+60 TO STA. 38+00 |
| 8 | SCHEDULE II - SIGNING AND STRIPING PLAN PASADENA AVENUE |

APPLICABLE STANDARD PLANS

| CALTRANS | DESCRIPTION |
|-------------|---|
| A20A-A20B | PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS |
| A20D | PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS |
| A24A | PAVEMENT MARKINGS ARROWS |
| A24C | PAVEMENT MARKINGS SYMBOLS AND NUMERALS |
| A24D | PAVEMENT MARKINGS WORDS |
| D82 | CAST-IN-PLACE REINFORCED CONCRETE - BOX CULVERT - MISCELLANEOUS DETAILS |
| D89 | PIPE CULVERT HEADWALLS - STRAIGHT AND "L" PLAN |
| SPPWC 110-2 | DRIVEWAY APPROACHES |

LEGEND

| | | | |
|------|----------------------------|----------|--------------------------|
| TC | TOP OF CURB | WW | WATER VALVE |
| TW | TOP OF WALL | Δ | SURVEY CONTROL |
| FL | FLOWLINE | + | SIGN |
| FS | FINISH SURFACE | \circ | EXISTING UTILITY POLE |
| FG | FINISH GRADE | \circ | GUY WIRE |
| CB | CATCH BASIN | \circ | FIRE HYDRANT |
| TG | TOP OF GRATE | --- | PROPERTY LINE |
| A.C. | ASPHALT CONCRETE | --- | CENTERLINE (C/L) |
| EX. | EXISTING | --- | FLOWLINE |
| CL | CENTERLINE | --- | SAWCUT LINE |
| STA. | STATION | --- | DAYLIGHT LINE |
| HP | HIGH POINT | --- | TYPE II SLURRY |
| AP | ANGLE POINT | --- | TYPE II SLURRY |
| L | LEFT | --- | 7" ARHM & TYPE II SLURRY |
| R | RIGHT | --- | CONCRETE |
| BCR | BEGIN CURVE RETURN | | |
| POC | POINT ON CURVE | | |
| ECR | END CURVE RETURN | | |
| RCB | REINFORCED CONCRETE BOX | | |
| ARHM | ASPHALT RUBBERIZED HOT MIX | | |
| () | EXISTING ELEVATION | | |
| + | GAS MARKER | | |
| GV | GAS VALVE | | |



| REVISION | DESCRIPTION | APP. | DATE |
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| C | | | |
| B | | | |
| A | | | |

HORIZONTAL DATUM: NAD83(2011) 2011.00 EPOCH,
CCS ZONE 5 (US FEET)
VERTICAL DATUM: NAVD 88, NGS PUB. 1995 (US FEET)
DATE OF SURVEY: AUGUST 2017
FIELD BOOK: VCFB 2017-036

Chris Hooke 5-10-19
DEPUTY DIRECTOR, DESIGN DIVISION
5-10-19
DIRECTOR OF TRANSPORTATION
5-10-19
DIRECTOR OF PUBLIC WORKS

COUNTY OF VENTURA
PUBLIC WORKS AGENCY
TRANSPORTATION DEPARTMENT

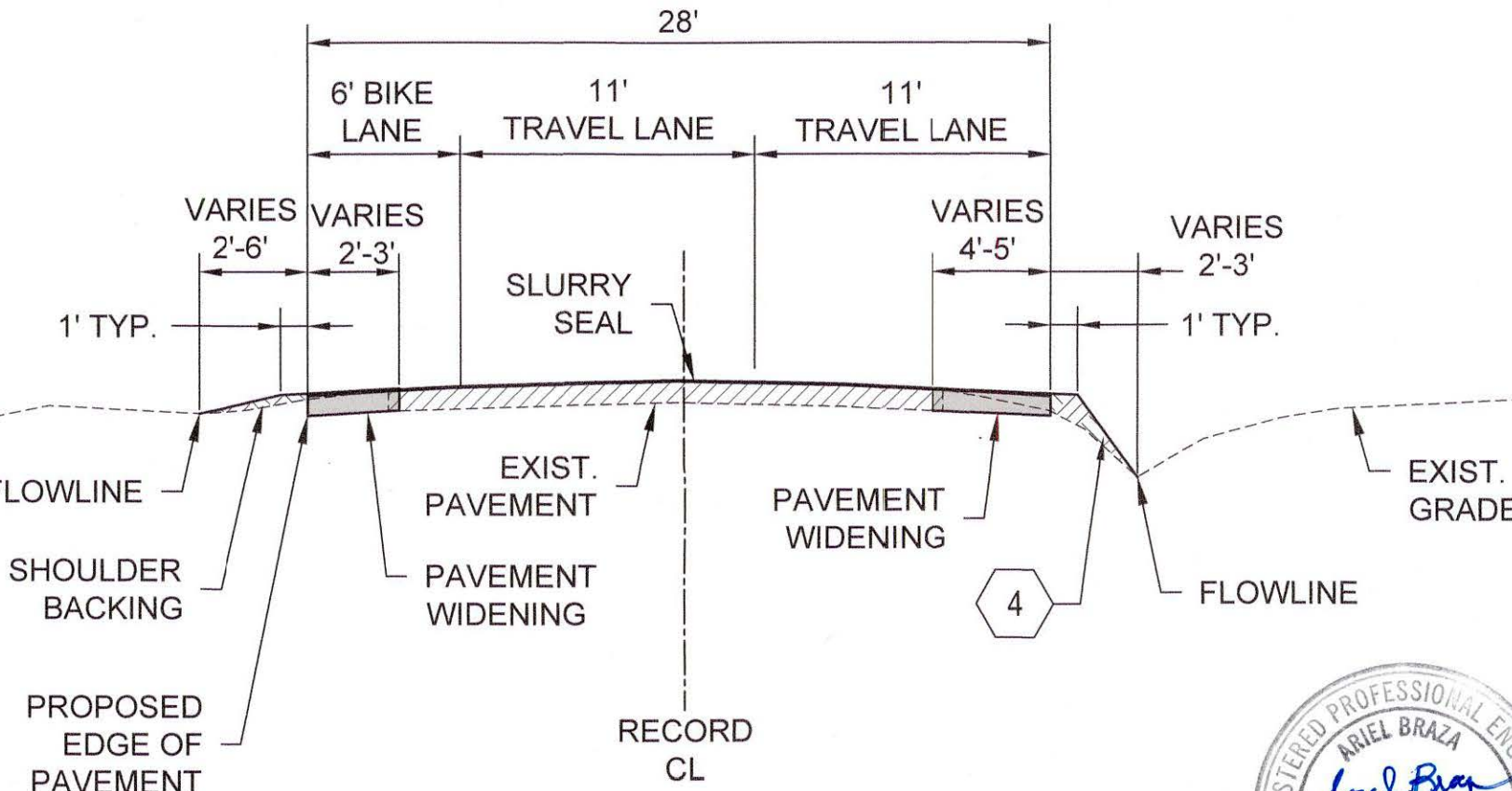
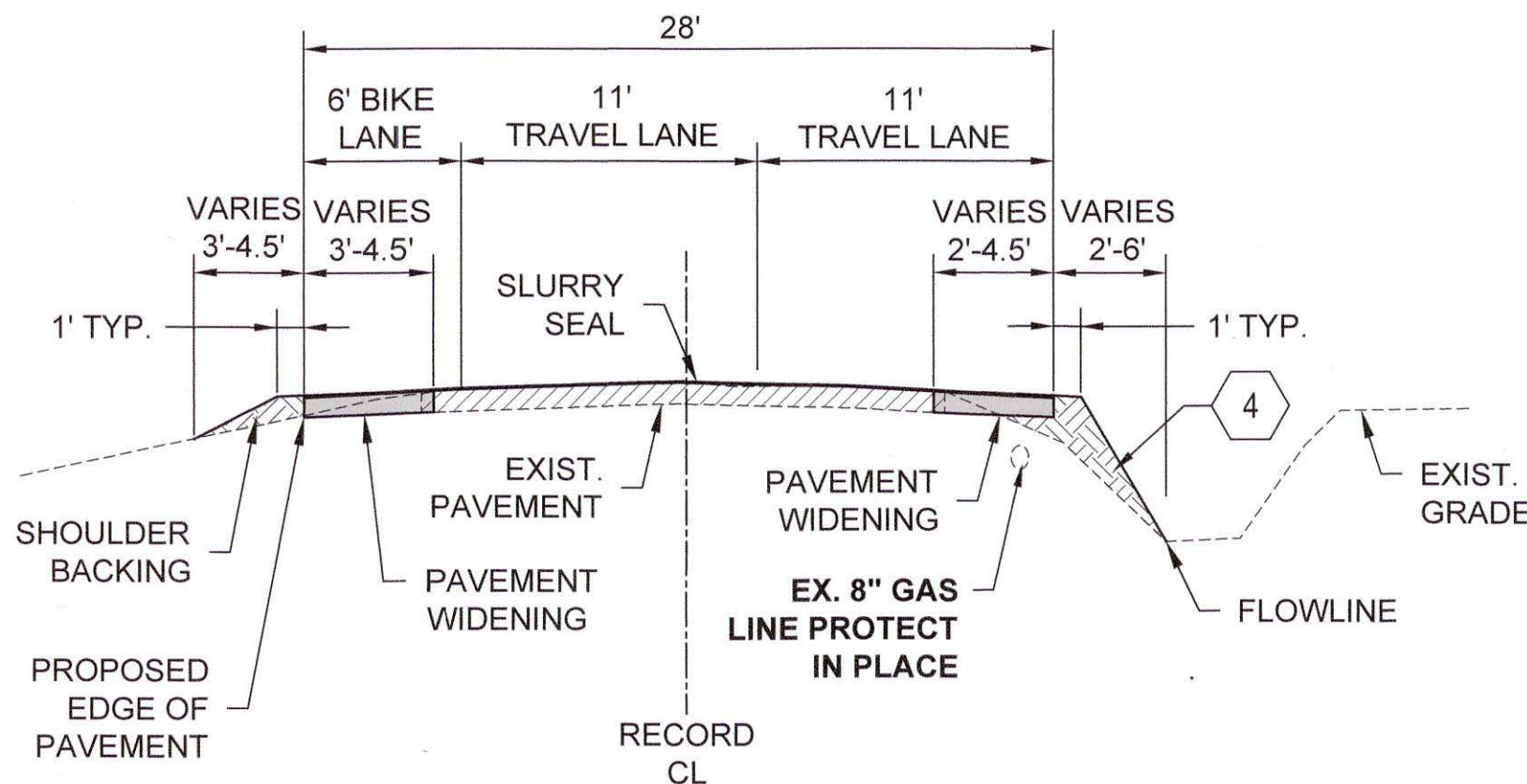
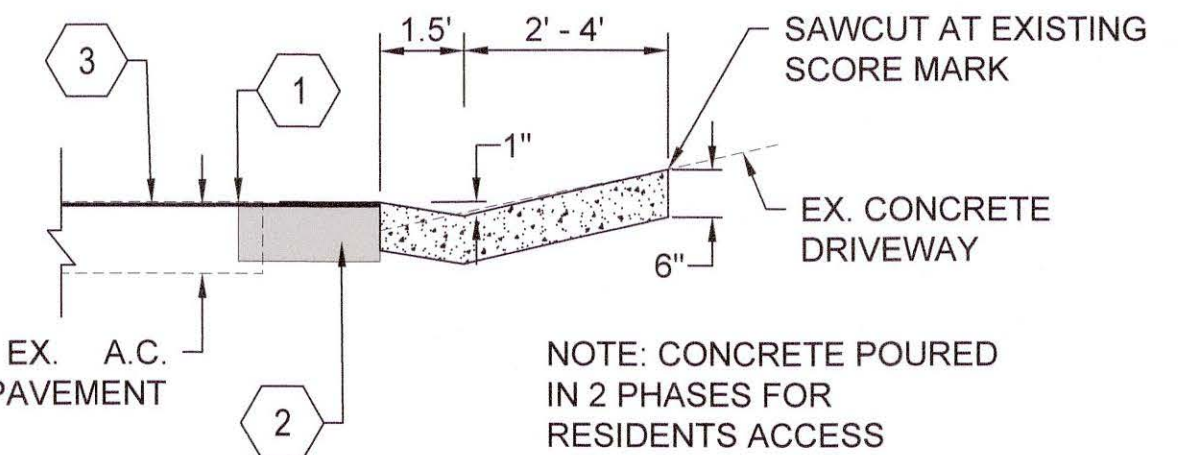
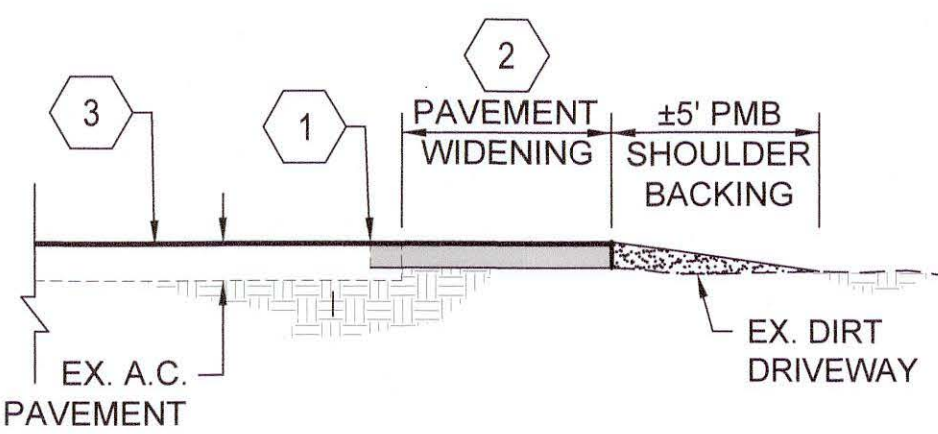
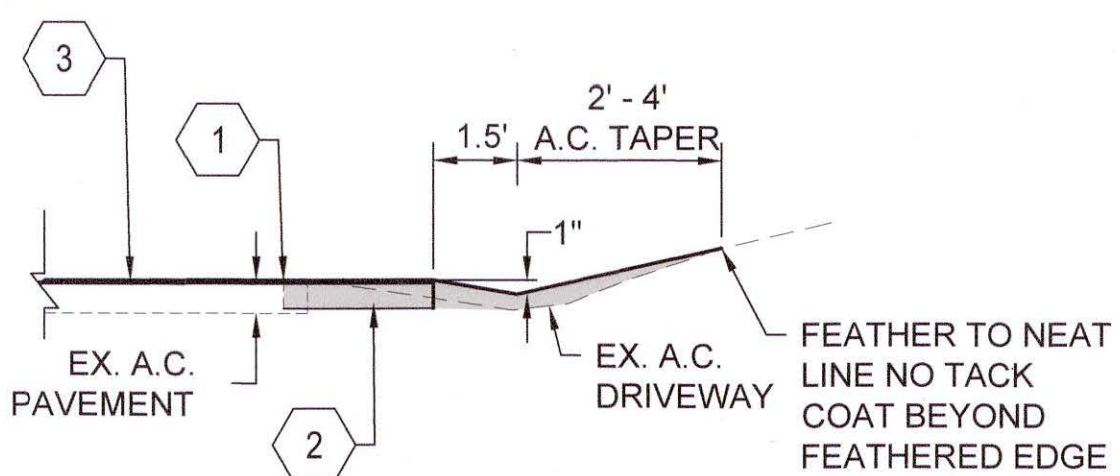
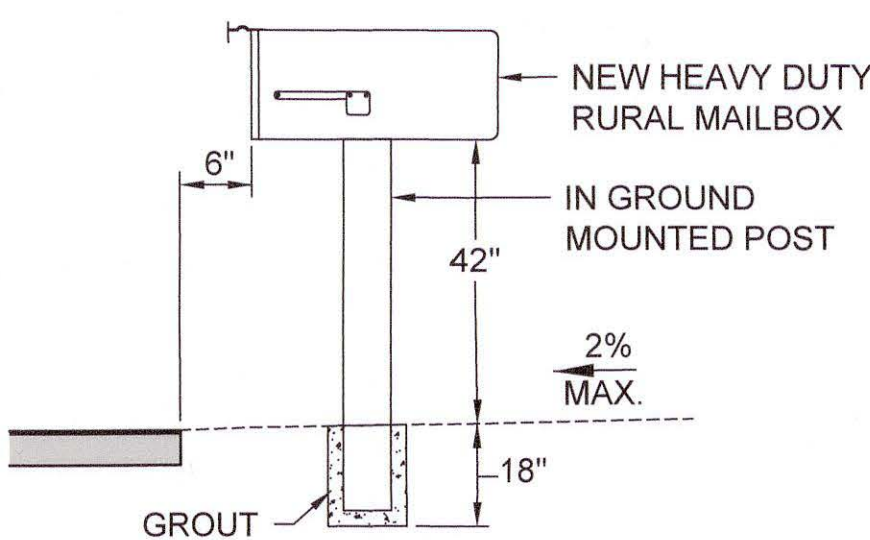
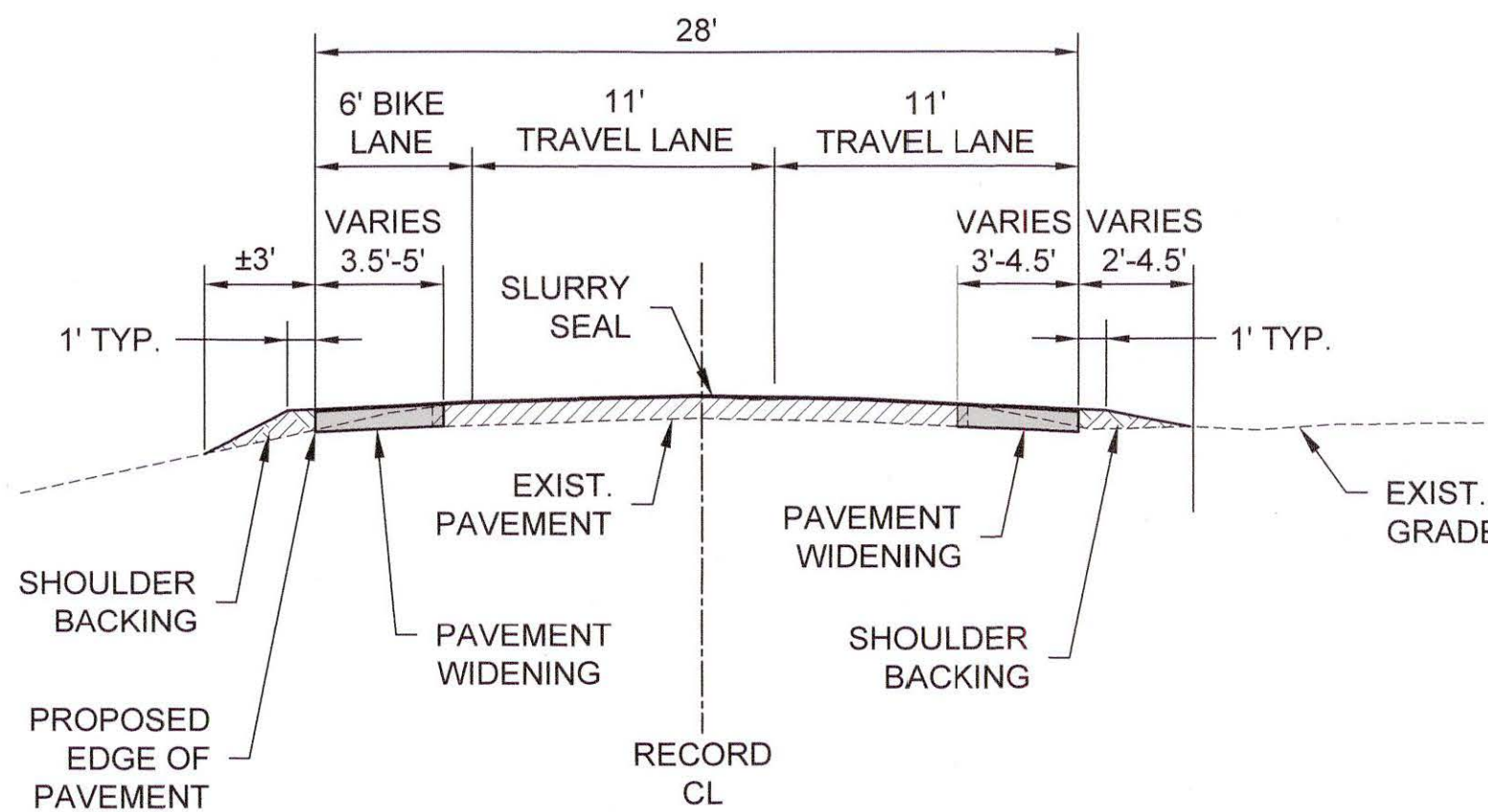
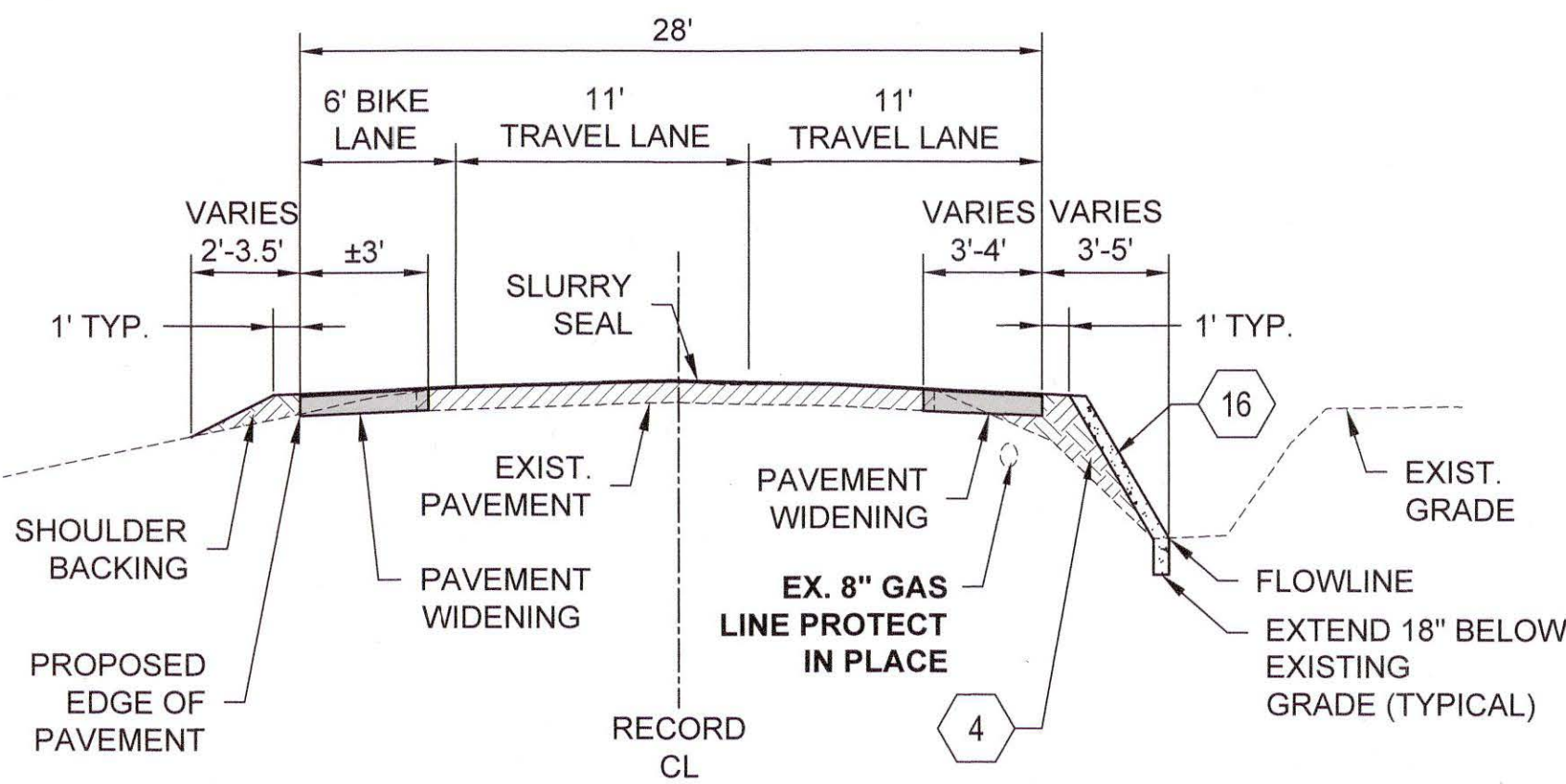
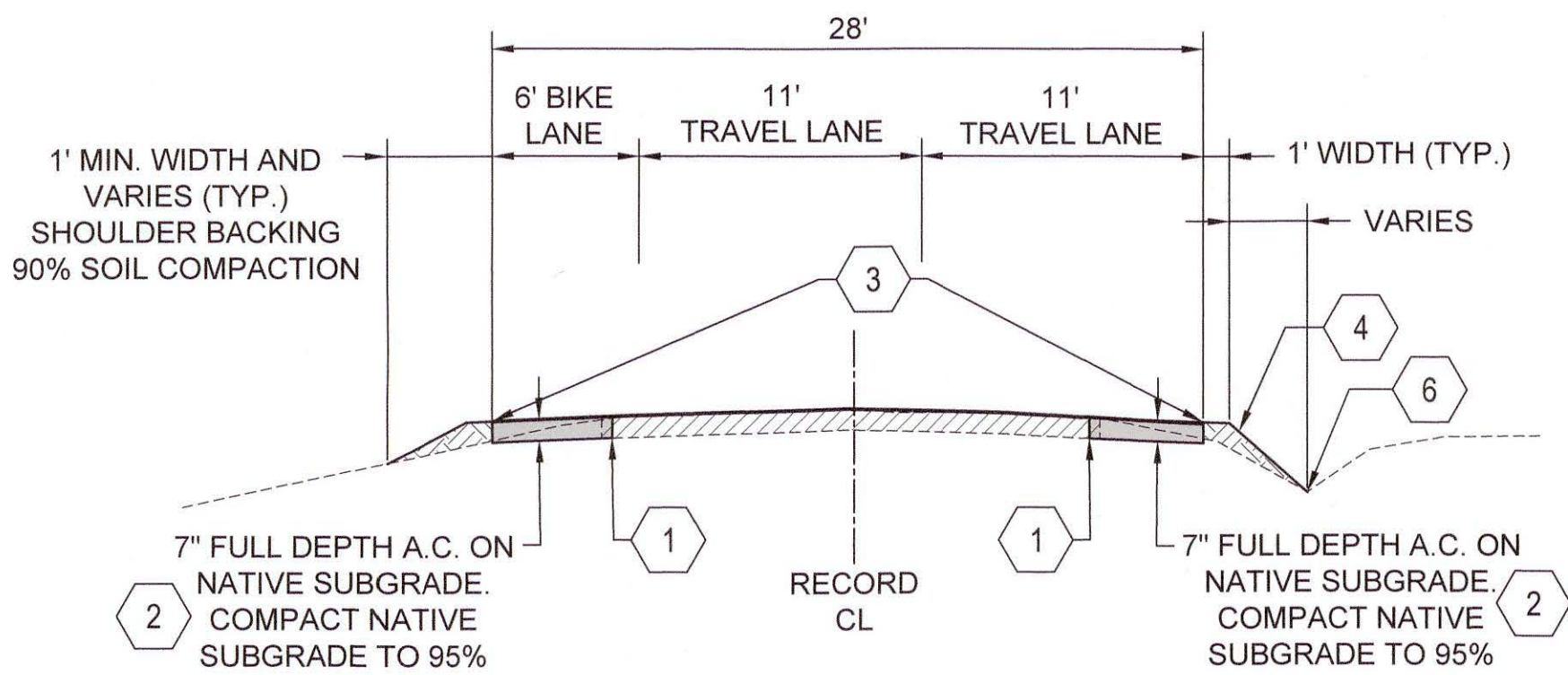
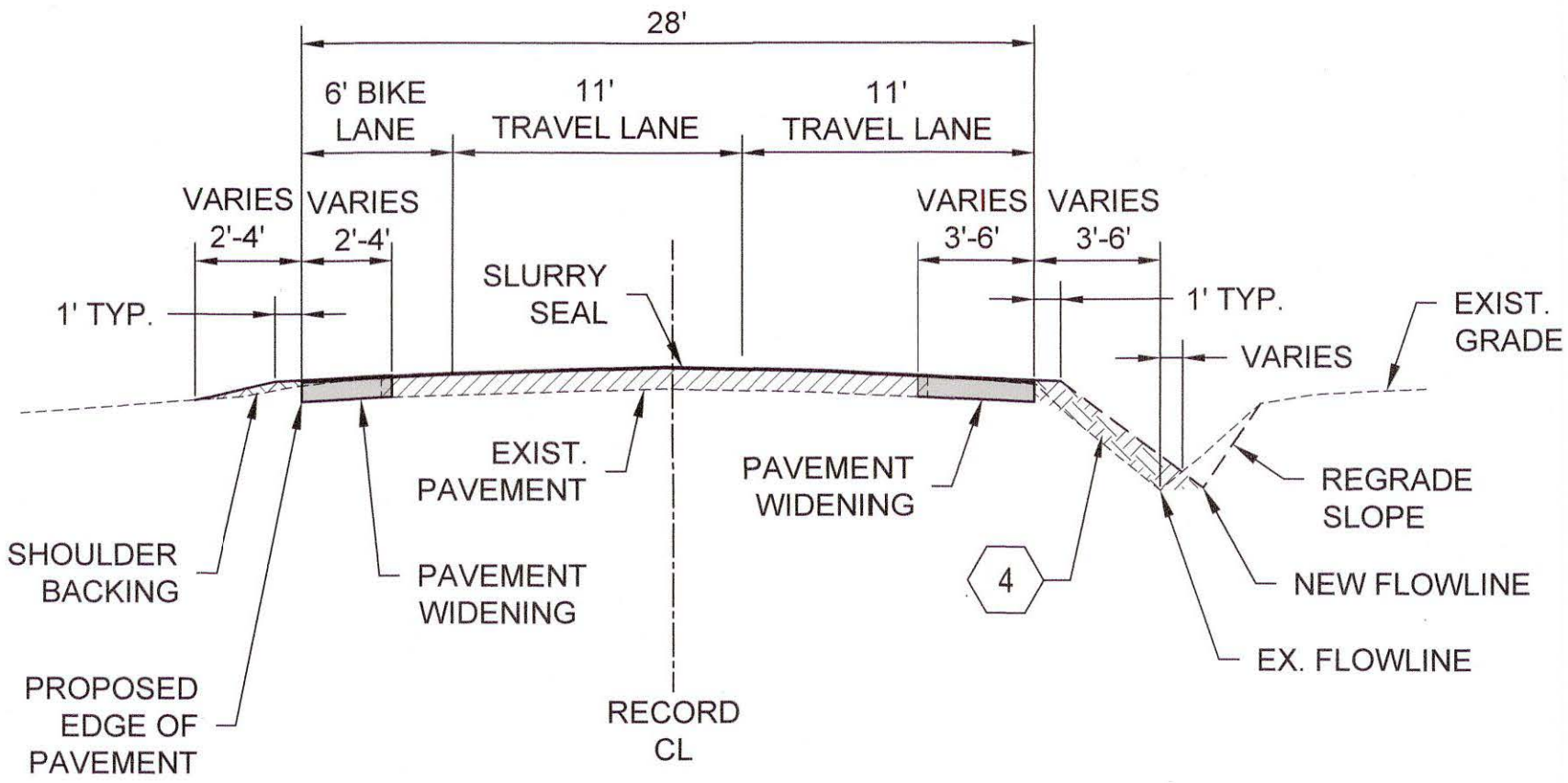
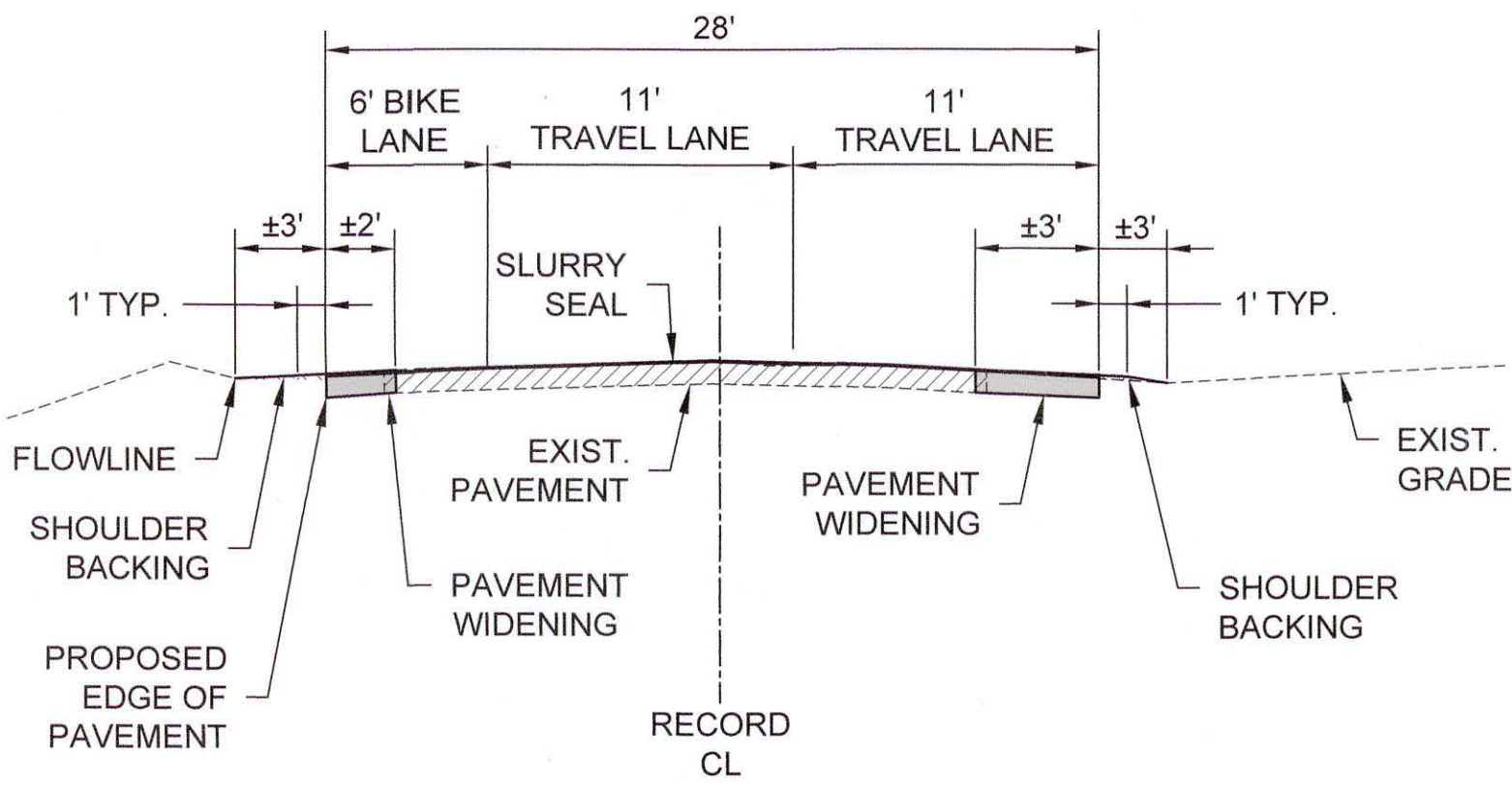
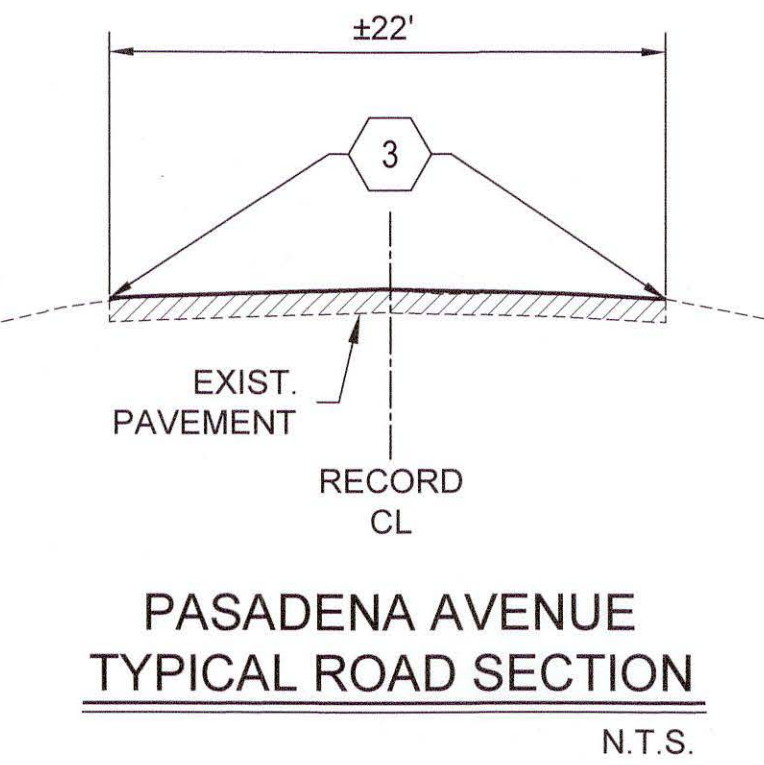
SPEC. NO.
RD19-08
PROJ. NO.
50548

SESPE STREET & PASADENA AVENUE
BIKE LANES
TITLE SHEET

SHEET 1
OF 8
DRAWING NO.
115999

CONSTRUCTION NOTES:

- 1 SAWCUT 12" MAX FROM EXISTING EDGE OF PAVEMENT, UNLESS OTHERWISE SHOWN. REMOVE, AND DISPOSE EXISTING A.C. PAVEMENT.
- 2 CONSTRUCT PAVEMENT SECTION PER TYPICAL ROAD SECTION SHOWN HEREON.
- 3 CONSTRUCT TYPE II EMULSION-AGGREGATE SLURRY PER SPECIAL PROVISIONS.
- 4 REGRADE SLOPE TO 90% SOIL COMPACTION AND PLACE P.M.B. SHOULDER BACKING.
- 6 CONSTRUCT FLOW LINE. MAINTAIN POSITIVE FLOW.
- 16 CONSTRUCT 6" THICK AIR PLACED CONCRETE (SHOTCRETE) SLOPE. SHOTCRETE SHALL BE REINFORCED WITH WELDED GALVANIZED WIRE MESH, 6" X 6" SQUARE OPENING, AND W2.9 X W2.9 FROM STA. 6+75 TO STA. 11+25, EXTEND THE REINFORCED SHOTCRETE LINING AT LEAST 18" BELOW THE DITCH FLOWLINE.



| REVISION | DESCRIPTION | APP. | DATE |
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| C | | | |
| B | | | |
| A | | | |

HORIZONTAL DATUM: NAD83(2011) 2011.00 EPOCH, CCS ZONE 5 (US FEET)
VERTICAL DATUM: NAVD 88, NGS PUB. 1995 (US FEET)
DATE OF SURVEY: AUGUST 2017
FIELD BOOK: VCFB 2017-036

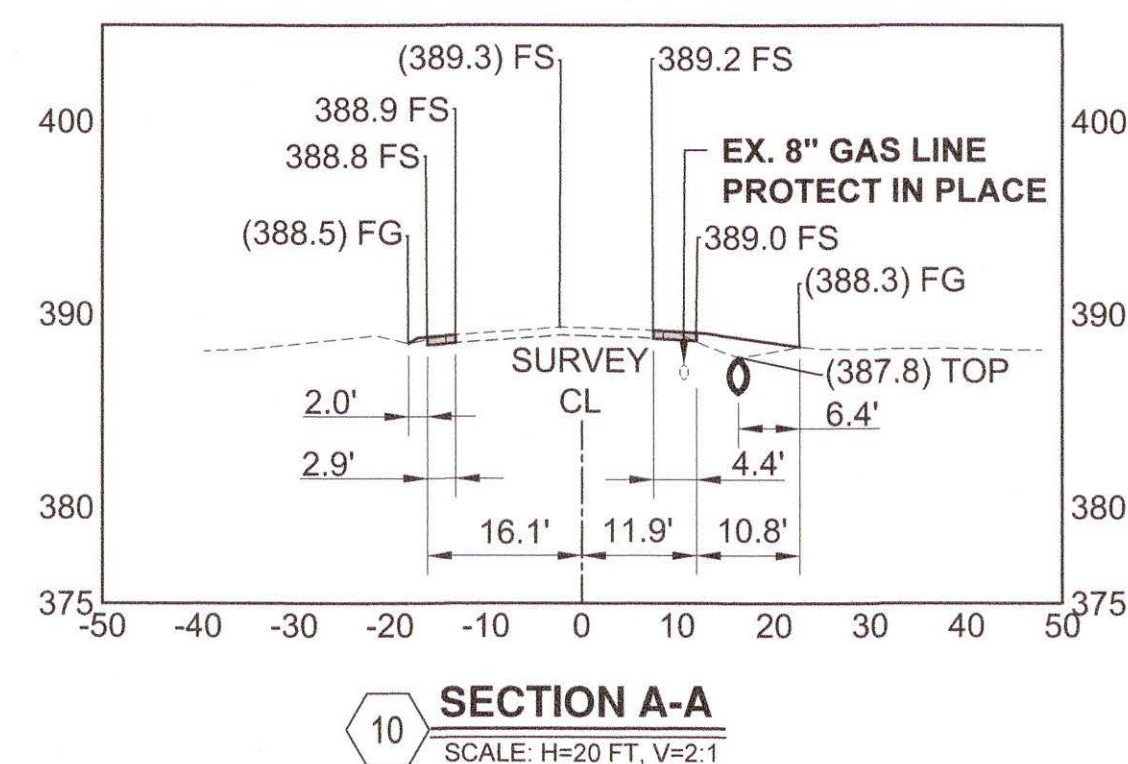
DESIGNED: AB
DRAWN: JH
CHECKED: CH
APPROVED: CH

**COUNTY OF VENTURA
PUBLIC WORKS AGENCY
TRANSPORTATION DEPARTMENT**

SPEC NO.
RD19-08
PROJ. NO.
50548

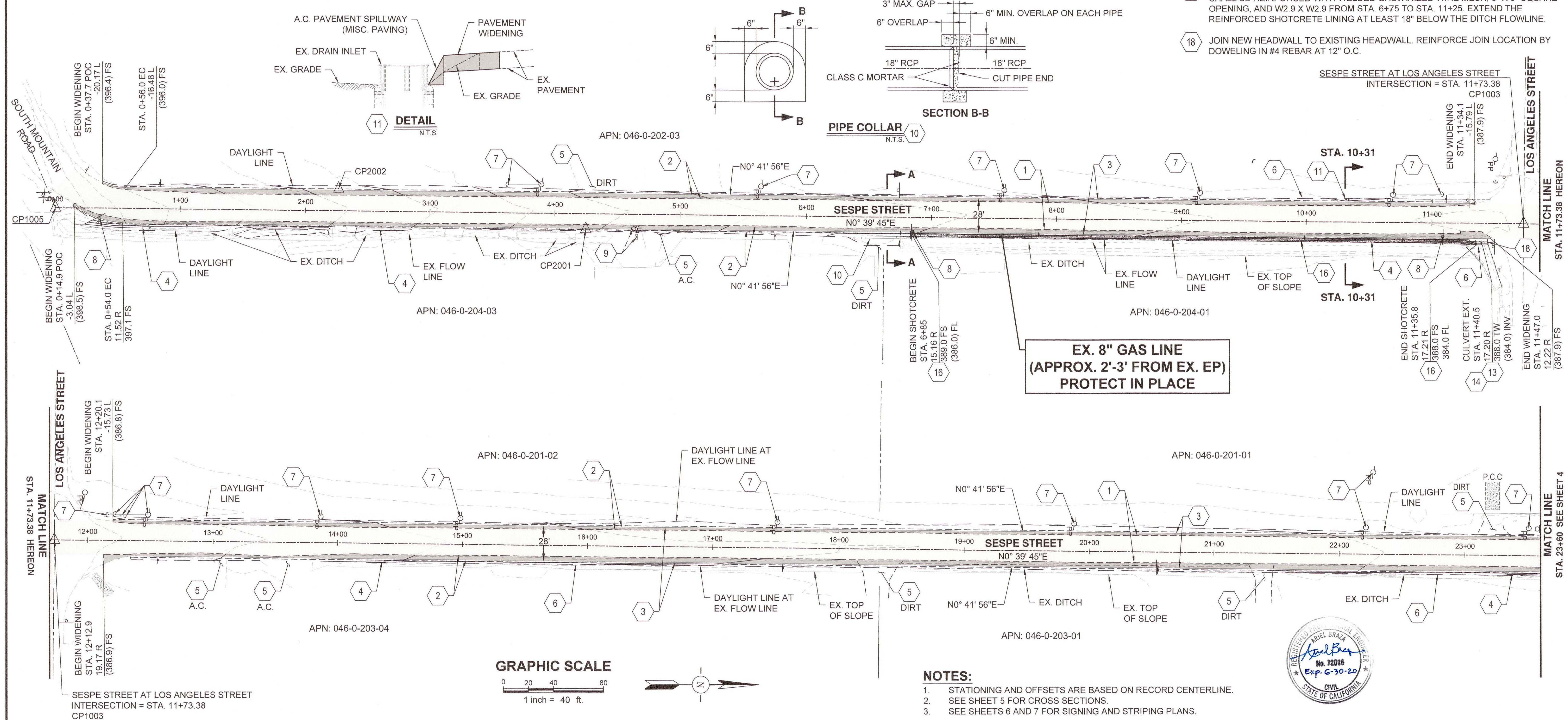
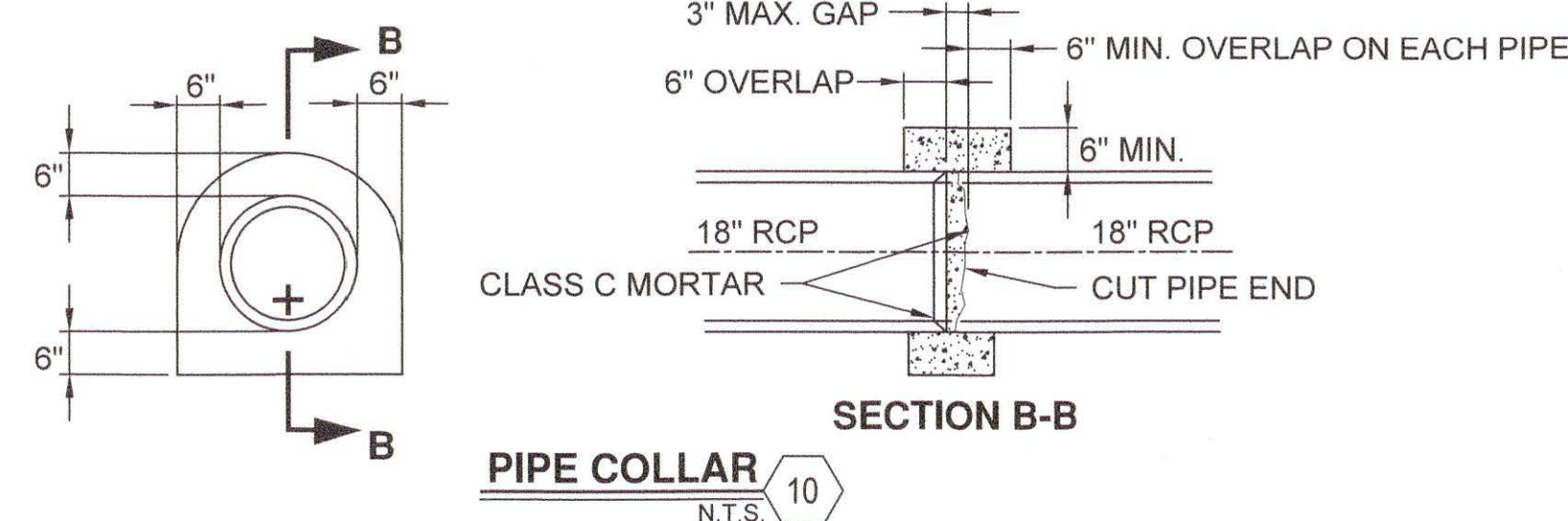
**SESPE STREET & PASADENA AVENUE
BIKE LANES**
TYPICAL SECTIONS AND DETAILS

SHEET 2
OF 8
DRAWING NO.
116000



- 1 SAWCUT 12" MAX. FROM EXISTING EDGE OF PAVEMENT, UNLESS OTHERWISE SHOWN. REMOVE, AND DISPOSE EXISTING A.C. PAVEMENT.
- 2 CONSTRUCT PAVEMENT SECTION PER TYPICAL ROAD SECTION SHOWN ON SHEET 2.
- 3 CONSTRUCT TYPE II EMULSION-AGGREGATE SLURRY PER SPECIAL PROVISIONS.
- 4 UNCLASSIFIED FILL. REGRADE AT 1:1 MAX WITH 90% SOIL COMPACTION.
- 5 RECONSTRUCT DRIVEWAY APPROACH. CONSTRUCT FLOWLINE TO MAINTAIN POSITIVE FLOW. SEE SHEET 2 FOR TYPICAL DRIVEWAY DETAILS.
- 6 CONSTRUCT FLOW LINE. MAINTAIN POSITIVE FLOW.
- 7 PROTECT EXISTING UTILITY POLE IN PLACE.

- 8 RELOCATE EXISTING SIGN. SEE SIGNING AND STRIPING PLAN SHEETS 6 AND 7 FOR MORE DETAILS.
- 9 REMOVE EXISTING MAILBOX AND REPLACE PER DETAIL ON SHEET 2.
- 10 REMOVE AND REPLACE 28 L.F. OF EXISTING 18" RCP. INSTALL 28 L.F. 18" RCP AND PIPE COLLARS AT STA. 6+44, 16.1' R TO STA. 6+72, 15.5' R TO TIE INTO EXISTING 18" RCP AT BOTH ENDS. SEE SECTION A-A AND PIPE COLLAR DETAIL HEREON.
- 11 PROTECT EX. DRAIN INLET AND PIPE IN PLACE. CONSTRUCT A.C. SPILLWAY TO TIE INTO EX. DRAIN INLET. SEE SECTION 10+31 ON SHEET 5 AND DETAIL HEREON.
- 13 CONSTRUCT REINFORCED CONCRETE BOX CULVERT EXTENSION PER CALTRANS STANDARD PLAN D82 CULVERT EXTENSION DETAIL 'A'. REGRADE INLET AND OUTLET TO MAINTAIN POSITIVE FLOW.
- 14 CONSTRUCT MODIFIED CAST-IN-PLACE STRAIGHT HEADWALL PER CALTRANS D89.
- 16 CONSTRUCT 6" THICK AIR PLACE CONCRETE (SHOTCRETE) SLOPE. SHOTCRETE SHALL BE REINFORCED WITH WELDED GALVANIZED WIRE MESH, 6" X 6" SQUARE OPENING, AND W2.9 X W2.9 FROM STA. 6+75 TO STA. 11+25. EXTEND THE REINFORCED SHOTCRETE LINING AT LEAST 18" BELOW THE DITCH FLOWLINE.
- 18 JOIN NEW HEADWALL TO EXISTING HEADWALL. REINFORCE JOIN LOCATION BY DOWELING IN #4 REBAR AT 12" O.C.



NOTES:

1. STATIONING AND OFFSETS ARE BASED ON RECORD CENTERLINE.
2. SEE SHEET 5 FOR CROSS SECTIONS.
3. SEE SHEETS 6 AND 7 FOR SIGNING AND STRIPING PLANS.

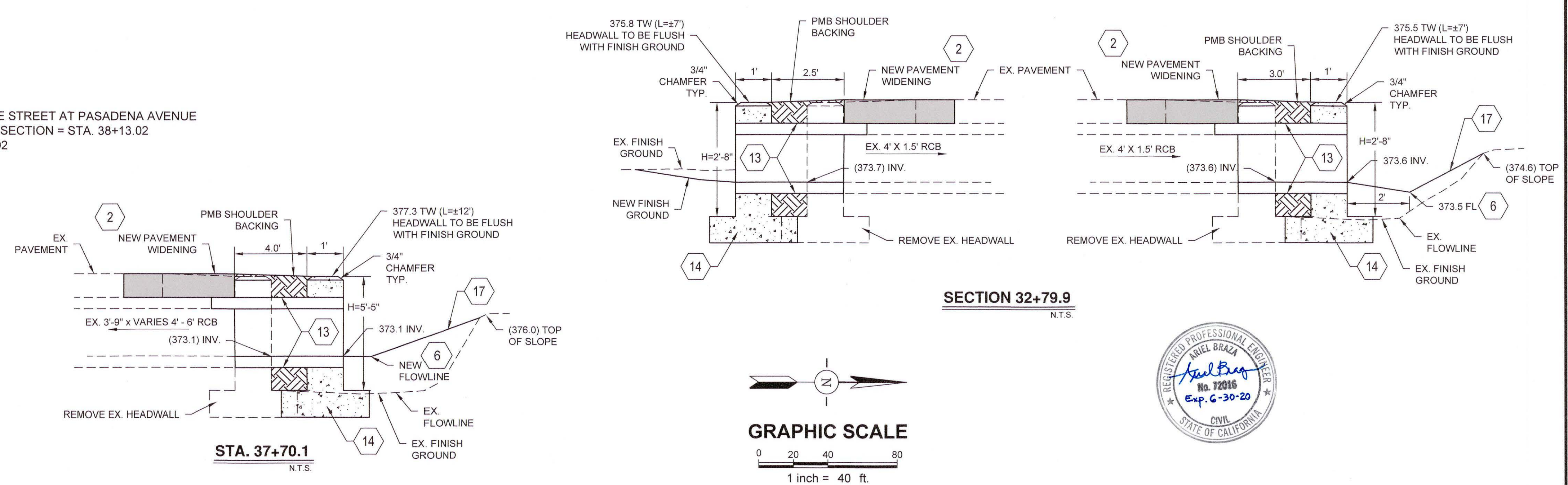
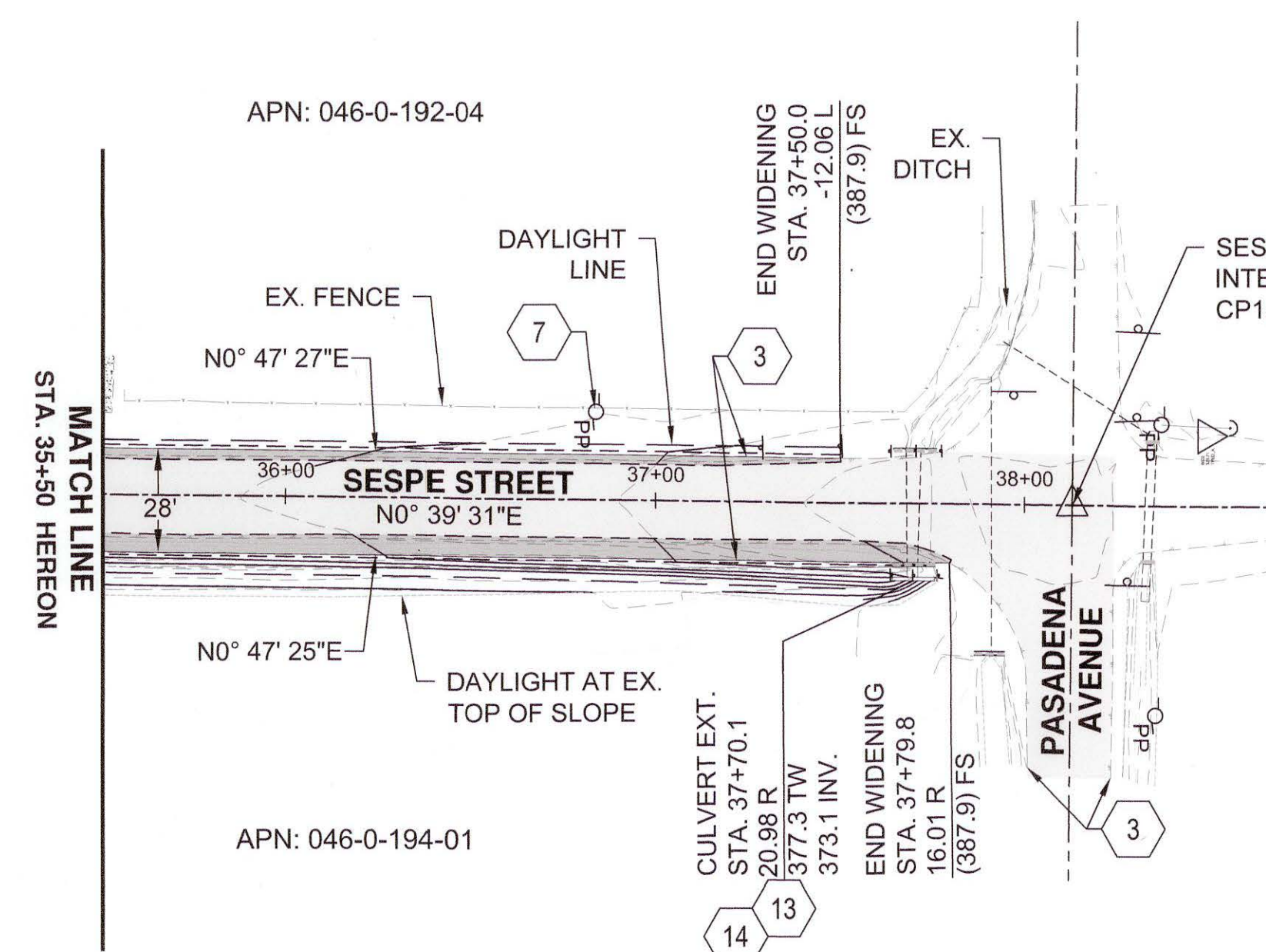
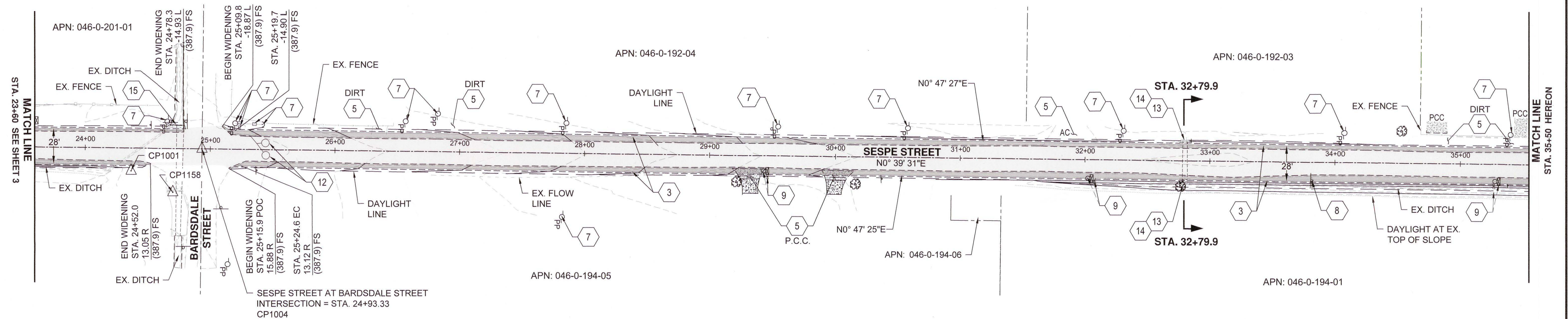


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|---|----------|-------------|---|--------------------|---|----------------|--|----------------|
| D | | | HORIZONTAL DATUM: NAD83(2011) 2011.00 EPOCH, GCS ZONE 5 (US FEET) VERTICAL DATUM: NAVD 88, NGS PUB. 1995 (US FEET) DATE OF SURVEY: AUGUST 2017 FIELD BOOK: VCFB 2017-036 | DESIGNED <u>AB</u> | COUNTY OF VENTURA PUBLIC WORKS AGENCY TRANSPORTATION DEPARTMENT | SPEC NO. | SESPE STREET & PASADENA AVENUE BIKE LANES SESPE STREET PLAN AND PROFILE STA. 0+00 TO STA. 23+60 | SHEET <u>3</u> |
| C | | | | DRAWN <u>JH</u> | | <u>RD19-08</u> | | OF <u>8</u> |
| B | | | | CHECKED <u>CH</u> | | PROJ. NO. | | DRAWING NO. |
| A | | | | APPROVED <u>CH</u> | | <u>50548</u> | | <u>116001</u> |
| △ | REVISION | DESCRIPTION | | APP. | | DATE | | |

1. STATIONING AND OFFSETS ARE BASED ON RECORD CENTERLINE.
2. SEE SHEET 5 FOR CROSS SECTIONS.
3. SEE SHEETS 6 AND 7 FOR SIGNING AND STRIPING PLANS.

- 1 SAWCUT 12" MAX. FROM EXISTING EDGE OF PAVEMENT, UNLESS OTHERWISE SHOWN. REMOVE, AND DISPOSE EXISTING A.C. PAVEMENT.
- 2 CONSTRUCT PAVEMENT SECTION PER TYPICAL ROAD SECTION SHOWN ON SHEET 2.
- 3 CONSTRUCT TYPE II EMULSION-AGGREGATE SLURRY PER SPECIAL PROVISIONS.
- 5 RECONSTRUCT DRIVEWAY APPROACH. CONSTRUCT FLOWLINE TO MAINTAIN POSITIVE FLOW. SEE SHEET 2 FOR TYPICAL DRIVEWAY DETAILS.
- 6 CONSTRUCT FLOW LINE. MAINTAIN POSITIVE FLOW.
- 7 PROTECT EXISTING UTILITY POLE IN PLACE.
- 8 RELOCATE EXISTING SIGN. SEE SIGNING AND STRIPING PLAN SHEETS 6 AND 7 FOR MORE DETAILS.

- 9 REMOVE EXISTING MAILBOX AND REPLACE PER DETAIL ON SHEET 2.
- 12 PROTECT EXISTING TRAFFIC LOOPS IN PLACE. CONTRACTOR TO RECONNECT TRAFFIC LOOP WIRE TO COUNTER BOX. SEE SIGNING AND STRIPING PLAN SHEET 7 FOR MORE DETAILS.
- 13 CONSTRUCT REINFORCED CONCRETE BOX CULVERT EXTENSION PER CALTRANS STANDARD PLAN D82 CULVERT EXTENSION DETAIL 'A'. REGRADE INLET AND OUTLET TO MAINTAIN POSITIVE FLOW.
- 14 CONSTRUCT MODIFIED CAST-IN-PLACE STRAIGHT HEADWALL PER CALTRANS D89.
- 15 EXISTING GUARDRAIL TO BE PROTECTED IN PLACE.
- 17 REGRADE EX. EARTHEN DITCH TO NEW CONTOURS WITH 90% SOIL COMPACTION.



| | | |
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| △ | REVISION | DESCRIPTION |
| | APP. | DATE |

HORIZONTAL DATUM: NAD83(2011) 2011.00 EPOCH, CCS ZONE 5 (US FEET)
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DATE OF SURVEY: AUGUST 2017
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APPROVED CIB

**COUNTY OF VENTURA
PUBLIC WORKS AGENCY
TRANSPORTATION DEPARTMENT**

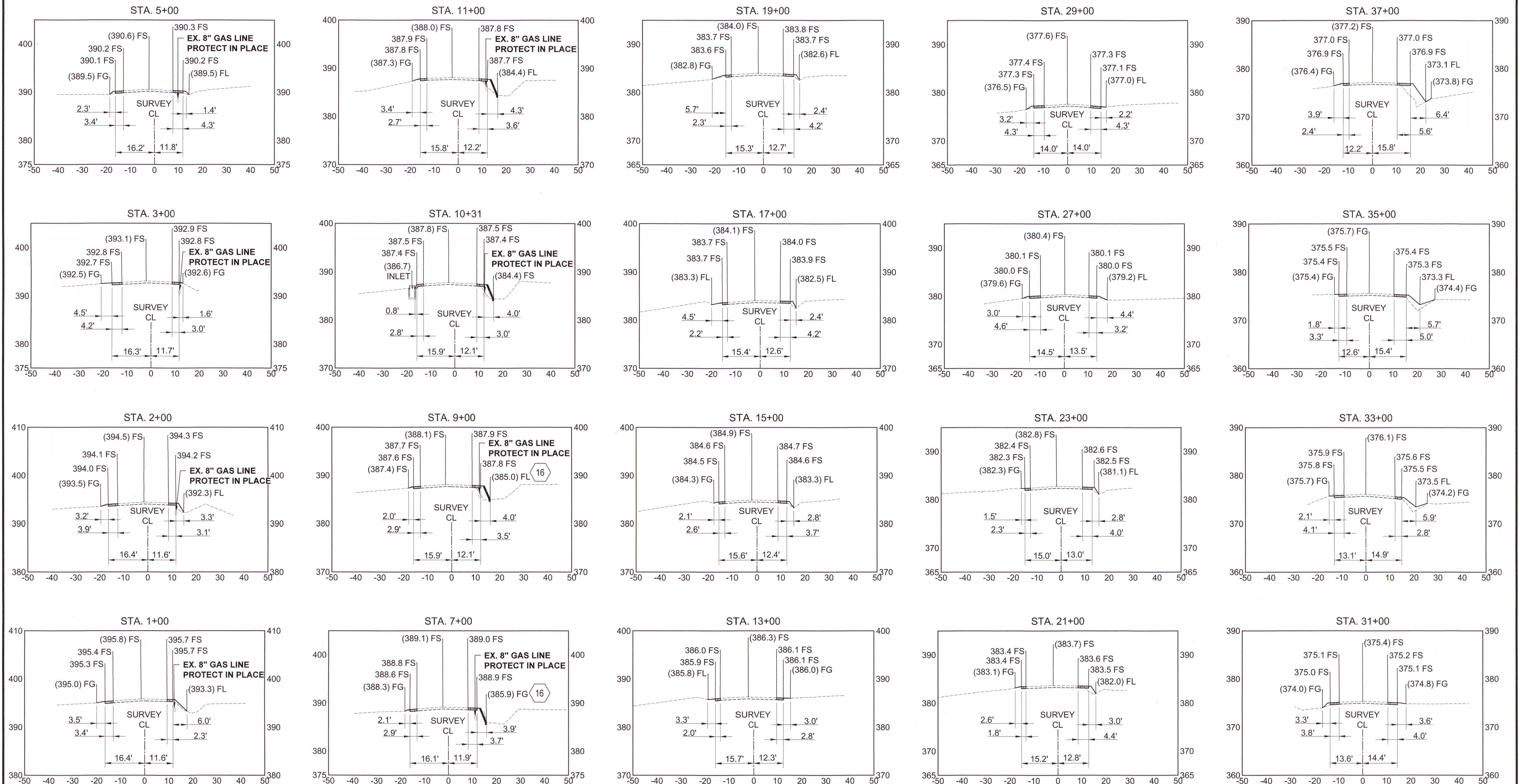
SPEC NO.
RD19-08
PROJ. NO.
50548

SESPE STREET & PASADENA AVENUE BIKE LANES

SESPE STREET PLAN AND PROFILE
STA. 23+60 TO STA. 38+00

SHEET 4
OF 8

DRAWING NO.
116002



NOTES:

1. STATIONING AND OFFSETS ARE BASED ON RECORD CENTERLINE.
2. SEE SHEET 2 FOR TYPICAL ROAD SECTION CALLOUTS.
3. SEE SHEET 3 AND 4 FOR PLAN SHEETS.
4. SEE SHEETS 6 AND 7 FOR SIGNING AND STRIPING PLANS.

SCALE: H=20 FT, V=10 FT

16 CONSTRUCT 6" THICK SHOTCRETE SLOPE. SHOTCRETE SHALL BE REINFORCED WITH WELDED GALVANIZED WIRE MESH, 6" X 6" SQUARE OPENING, AND W2.9 X W2.9 FROM STA. 6+75 TO STA. 11+25. EXTEND THE REINFORCED SHOTCRETE LINING AT LEAST 18" BELOW THE DITCH FLOWLINE.



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| REVISION | DESCRIPTION | APP. | DATE |

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 VERTICAL DATUM: NAVD 88, NGS PUB. 1995 (US FEET)
 DATE OF SURVEY: AUGUST 2017
 FIELD BOOK: VCFB 2017-036

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**COUNTY OF VENTURA
 PUBLIC WORKS AGENCY
 TRANSPORTATION DEPARTMENT**

SPEC NO.
 RD19-08
 PROJ. NO.
 50548

**SESPE STREET & PASADENA AVENUE
 BIKE LANES**
 SESPE STREET
 CROSS SECTIONS

SHEET 5
 OF 8
 DRAWING NO.
 116003

SIGNING AND STRIPING GENERAL NOTES:

- 1. INSTALLATION OF ALL SIGNING, STRIPING AND PAVEMENT MARKERS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 2. ALL SIGNING AND STRIPING SHALL CONFORM TO 2015 CALTRANS STANDARD PLANS AND SPECIFICATIONS AND THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CAMUTCD).
- 3. NOTIFY COUNTY TRAFFIC ENGINEER AT (805) 659-2063 FOR APPROVAL OF MARK-OUT. A MINIMUM OF 48 HOURS PRIOR NOTICE IS REQUIRED.
- 4. THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPING, PAVEMENT MARKINGS AND LEGENDS BY SANDBLASTING AND/OR GRINDING. ANY DEBRIS SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
- 5. SIGN POSTS SHALL BE INSTALLED WITH SQUARE PERFORATED STEEL TUBING WITH A BREAKAWAY BASE PER COUNT OF VENTURA ROAD STANDARDS SIGN POST INSTALLATION PLATE F-3.
- 6. ALL SIGNS SHOWN ON THE SIGNING AND STRIPING PLANS SHALL BE NEW SIGNS PROVIDED AND INSTALLED BY THE CONTRACTOR, EXCEPT FOR EXISTING SIGNS SPECIFICALLY INDICATED TO BE RELOCATED OR REMAIN.
- 7. NEW STRIPING AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.

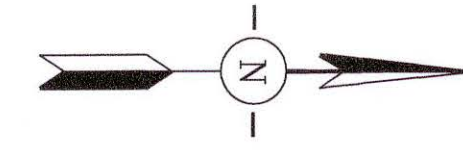
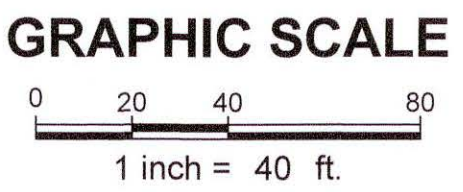
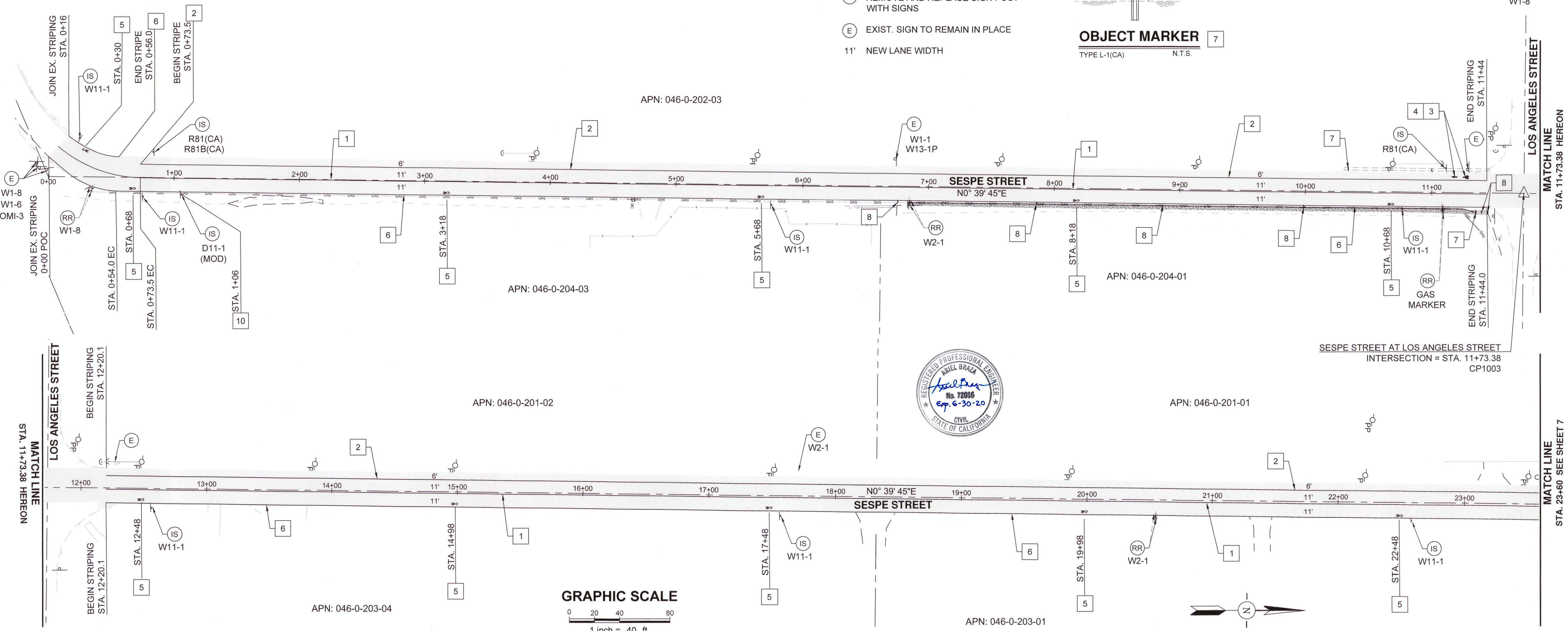
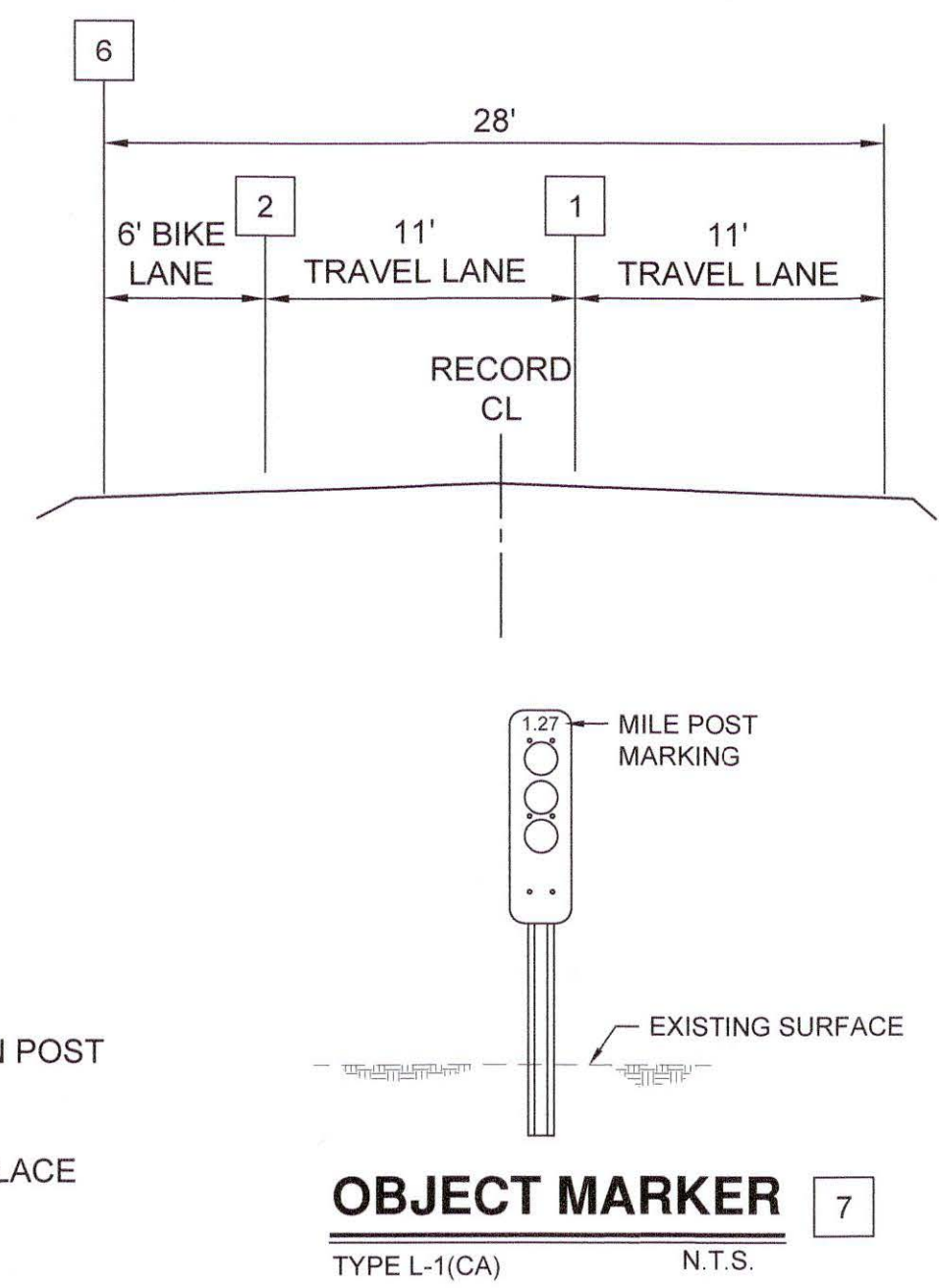
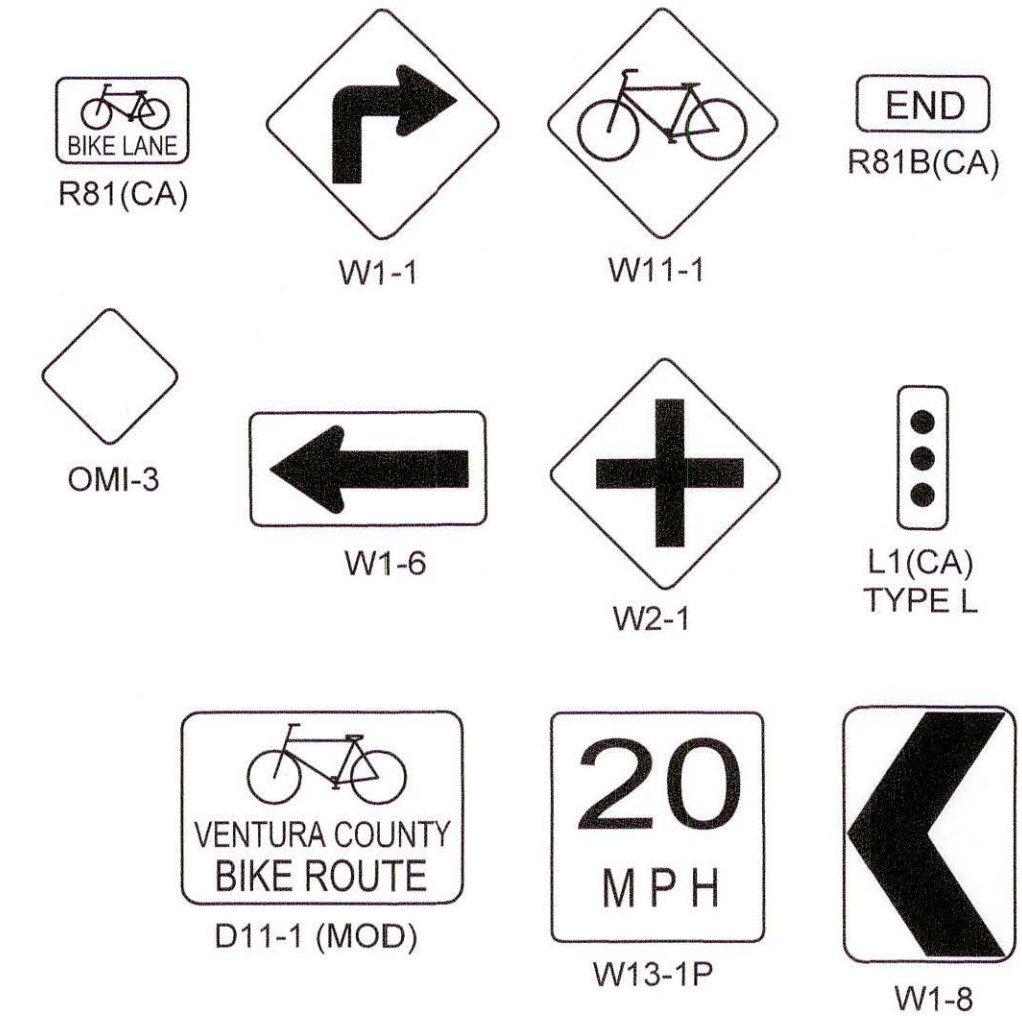
CONSTRUCTION NOTES:

- 1. INSTALL DOUBLE YELLOW LINE PER CALTRANS STD. PLAN A20A, DETAIL 21.
- 2. INSTALL 6" WHITE BIKE LANE LINE PER CALTRANS STD. PLAN A20D, DETAIL 39.
- 3. INSTALL WHITE BIKE LANE ARROW PAVEMENT MARKING PER CALTRANS STD. PLAN A24A.
- 4. INSTALL WHITE BIKE LANE SYMBOL PAVEMENT MARKING PER CALTRANS STD. PLAN A24C.
- 5. INSTALL SHARED ROADWAY BICYCLE MARKING PER CALTRANS STD. PLAN A24C. SHARED LANE MARKINGS SHOULD BE AT LEAST 4 FEET FROM THE EDGE OF PAVEMENT.
- 6. INSTALL 4" WHITE EDGE LINE PER CALTRANS STD. PLAN A20B, DETAIL 27B.
- 7. INSTALL OBJECT MARKER TYPE L-1(CA) WITH MILEPOST MARKING PER DETAIL HEREON.
- 8. INSTALL OBJECT MARKER TYPE L-1(CA).
- 10. INSTALL VENTURA COUNTY BIKE ROUTE SIGN D11-1 (MOD) MODIFIED AS SHOWN PER DETAIL ON SHEET 7.

LEGEND

- (IS) INSTALL SIGN
- (RS) REMOVE SIGN
- (RR) REMOVE AND REPLACE SIGN POST WITH SIGNS
- (E) EXIST. SIGN TO REMAIN IN PLACE
- 11' NEW LANE WIDTH

SIGN LEGEND



| | | | |
|---|----------|-------------|-----------|
| D | | | |
| C | | | |
| B | | | |
| A | | | |
| △ | REVISION | DESCRIPTION | APP. DATE |

HORIZONTAL DATUM: NAD83(2011) 2011.00 EPOCH, CCS ZONE 5 (US FEET)
VERTICAL DATUM: NAVD 88, NGS PUB. 1995 (US FEET)
DATE OF SURVEY: AUGUST 2017
FIELD BOOK: VCFB 2017-036

DESIGNED: AB
DRAWN: JH
CHECKED: CH
APPROVED: CH

COUNTY OF VENTURA
PUBLIC WORKS AGENCY
TRANSPORTATION DEPARTMENT

SPEC NO.
RD19-08
PROJ. NO.
50548

SESPE STREET & PASADENA AVENUE
BIKE LANES
SIGNING AND STRIPING PLAN
STA. 0+00 TO STA. 23+60

SHEET 6
OF 8
DRAWING NO.
116004

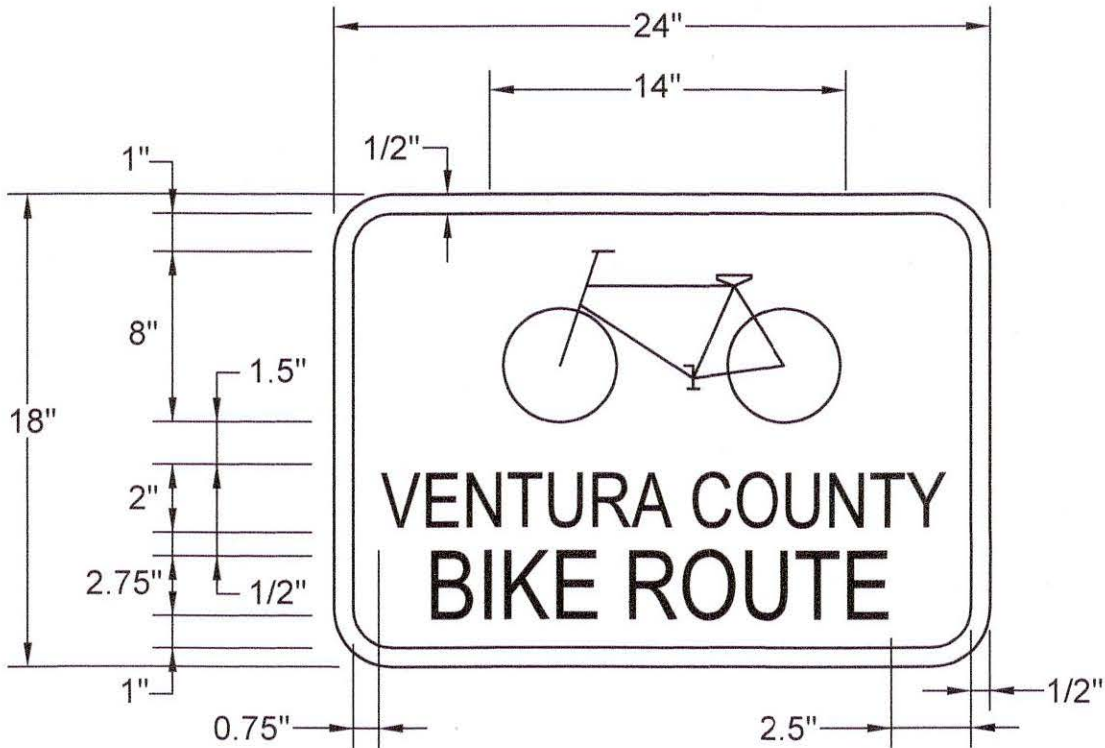
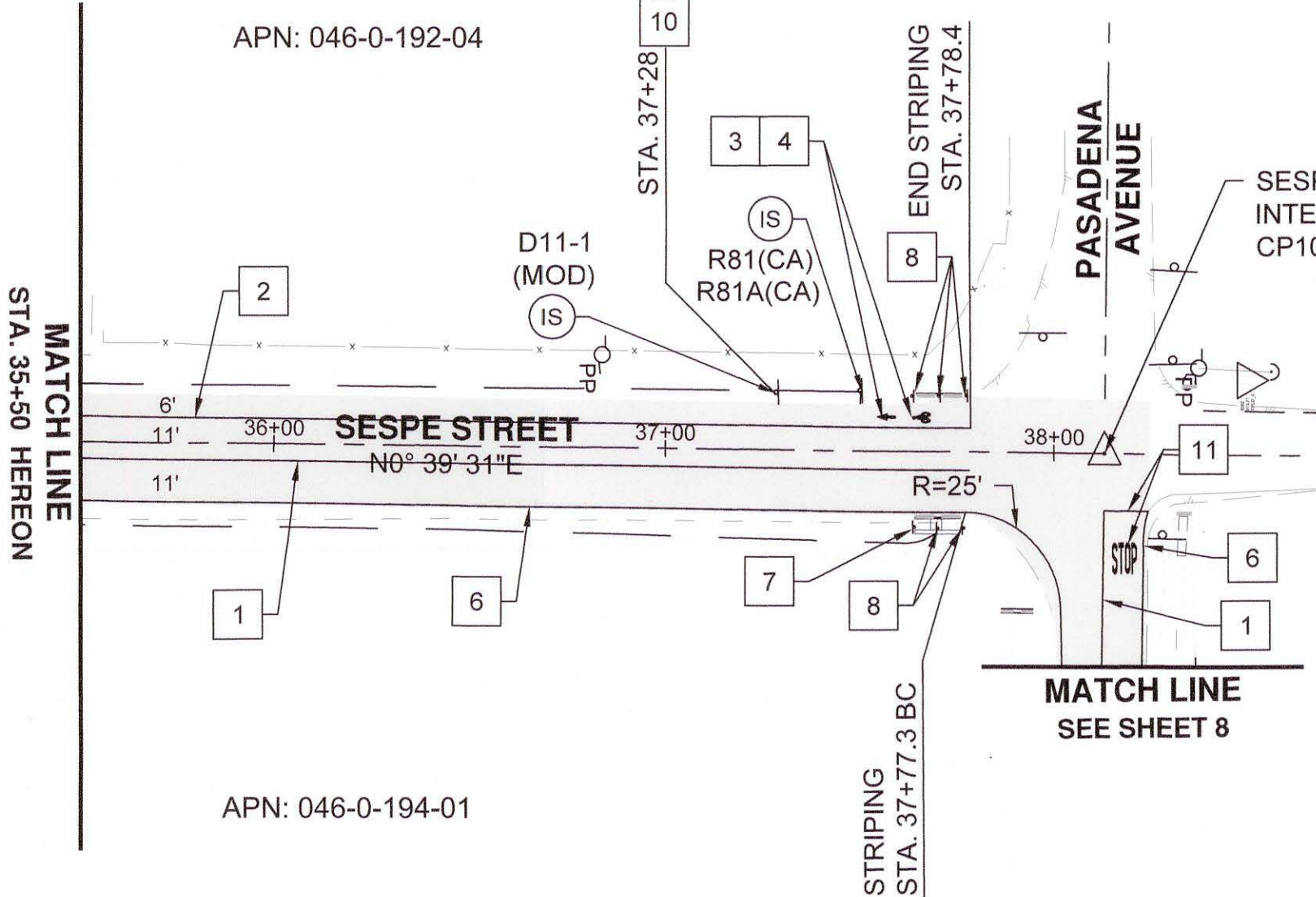
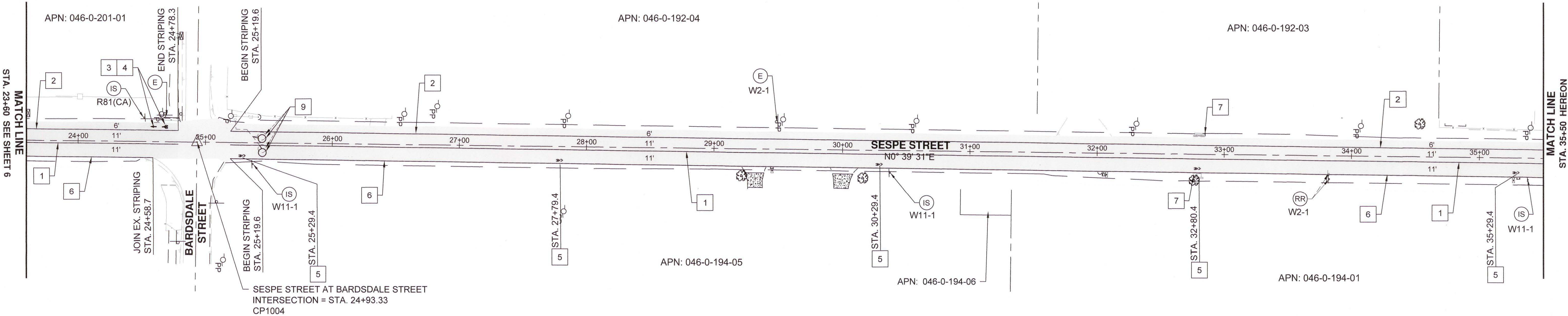
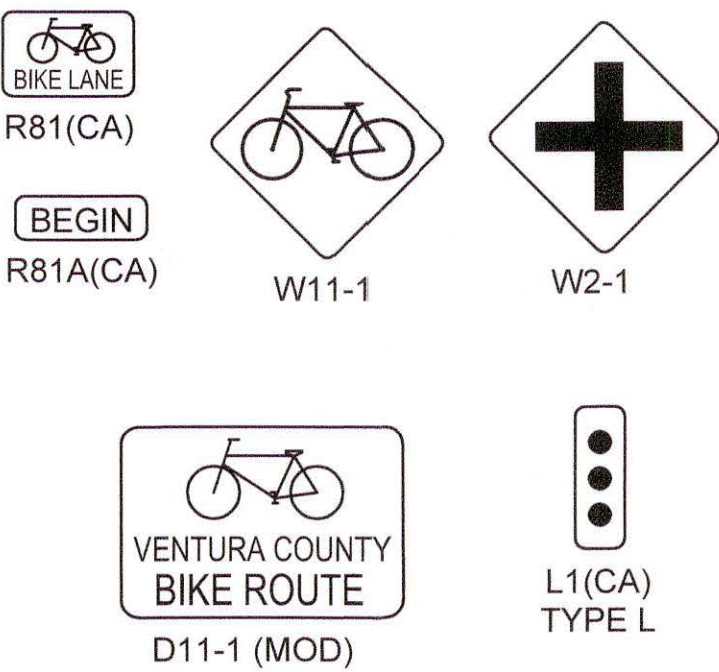
CONSTRUCTION NOTES:

1. INSTALL DOUBLE YELLOW LINE PER CALTRANS STD. PLAN A20A, DETAIL 21.
2. INSTALL 6" WHITE BIKE LANE LINE PER CALTRANS STD. PLAN A20D, DETAIL 39.
3. INSTALL WHITE BIKE LANE ARROW PAVEMENT MARKING PER CALTRANS STD. PLAN A24A.
4. INSTALL WHITE BIKE LANE SYMBOL PAVEMENT MARKING PER CALTRANS STD. PLAN A24C.
5. INSTALL SHARED ROADWAY BICYCLE MARKING PER CALTRANS STD. PLAN A24C. SHARED LANE MARKINGS SHOULD BE AT LEAST 4 FEET FROM THE EDGE OF PAVEMENT.
6. INSTALL 4" WHITE EDGE LINE PER CALTRANS STD. PLAN A20B, DETAIL 27B.
7. INSTALL OBJECT MARKER TYPE L-1(CA) WITH MILEPOST MARKING PER DETAIL ON SHEET 6.
8. INSTALL OBJECT MARKER TYPE L-1(CA).
9. PROTECT EXISTING TRAFFIC LOOPS IN PLACE. CONTRACTOR TO RECONNECT TRAFFIC LOOP WIRE TO COUNTER BOX.
10. INSTALL VENTURA COUNTY BIKE ROUTE SIGN D11-1 MODIFIED AS SHOWN PER DETAIL HEREON.
11. REMOVE AND REPLACE EXISTING LIMIT LINE PER CALTRANS STD. PLAN A24E AND "STOP" PAVEMENT MARKING PER CALTRANS STD. A24D.

LEGEND

- (IS) INSTALL SIGN
(RS) REMOVE SIGN
(RR) REMOVE AND REPLACE SIGN POST WITH SIGNS
(E) EXIST. SIGN TO REMAIN IN PLACE
11' NEW LANE WIDTH

SIGN LEGEND



VENTURA COUNTY
BIKE ROUTE SIGN DETAIL
N.T.S.

DETAIL NOTES:

1. SIGN IS A MODIFIED MUTCD D11-1 BIKE ROUTE SIGN.
2. MATERIALS CONSIST OF THE FOLLOWING:
 - 0.080 INCH HIGH INTENSITY PRISMATIC ALUMINUM SIGN PANEL
 - FRONT OF TO BE SOLVENT PRINT OR 3M EC FILM WITH UV GLOSS LAMINATE
 - ARTWORK TO BE SOLVENT PRINT OR DIGITALLY IMAGED VINYL APPLIED TO SIGN
 - MOUNT TO POST
3. BIKEWAY TEXT
 - CLEARVIEW HWY-2W, 2" AND 2.75" TEXT HEIGHT AS NOTED

| REVISION | DESCRIPTION | APP. | DATE |
|----------|-------------|------|------|
| D | | | |
| C | | | |
| B | | | |
| A | | | |

HORIZONTAL DATUM: NAD83(2011) 2011.00 EPOCH, CCS ZONE 5 (US FEET)
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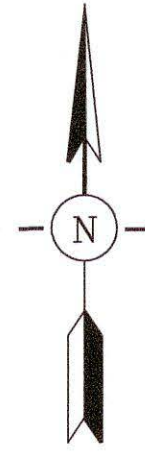
DESIGNED AB
DRAWN JH
CHECKED CH
APPROVED CFB

COUNTY OF VENTURA
PUBLIC WORKS AGENCY
TRANSPORTATION DEPARTMENT

SPEC NO.
RD19-08
PROJ. NO.
50548

SESPE STREET & PASADENA AVENUE
BIKE LANES
SIGNING AND STRIPING PLAN
STA. 23+60 TO STA. 38+00

SHEET 7
OF 8
DRAWING NO.
116005

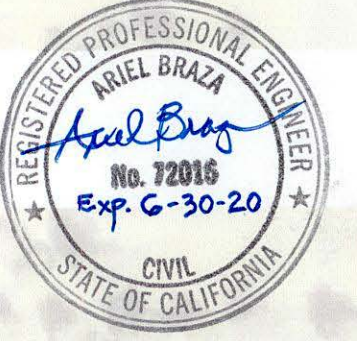


GRAPHIC SCALE

0 30 60 120
1 inch = 60 ft.

CP1002 INTERSECTION
STA. 38+13.02 SESPE STREET =
STA. 0+00.00 PASADENA AVENUE

MATCH LINE
SEE SHEET 7



MATCH LINE 'A'
HEREON

MATCH LINE 'B'
HEREON

MATCH LINE 'B'
HEREON

MATCH LINE 'C'
HEREON

MATCH LINE 'C'
HEREON

MATCH LINE 'D'
HEREON

MATCH LINE 'D'
HEREON

CONSTRUCTION NOTES:

- 1 INSTALL DOUBLE YELLOW LINE PER CALTRANS STD. PLAN A20A, DETAIL 21.
- 5 INSTALL SHARED ROADWAY BICYCLE MARKING PER CALTRANS STD. PLAN A24C. SHARED LANE MARKINGS SHOULD BE AT LEAST 4 FEET FROM THE EDGE OF PAVEMENT.
- 6 INSTALL 4" WHITE EDGE LINE PER CALTRANS STD. PLAN A20B, DETAIL 27B.
- 11 REMOVE AND REPLACE EXISTING LIMIT LINE PER CALTRANS STD. PLAN A24E AND "STOP" PAVEMENT MARKING PER CALTRANS STD. A24D.
- 12 REMOVE AND REPLACE "STOP" AND "AHEAD" PAVEMENT MARKINGS PER CALTRANS STD. PLAN A24D.
- 3 CONSTRUCT TYPE II EMULSION-AGGREGATE SLURRY PER SPECIAL PROVISIONS.

| | | | |
|---|----------|-------------|-----------|
| D | | | |
| C | | | |
| B | | | |
| A | | | |
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DESIGNED AB
DRAWN JH
CHECKED CH
APPROVED CHE

**COUNTY OF VENTURA
PUBLIC WORKS AGENCY
TRANSPORTATION DEPARTMENT**

SPEC NO.
RD19-08
PROJ. NO.
50548

**SESPE STREET & PASADENA AVENUE
BIKE LANES**
SIGNING AND STRIPING PLAN
PASADENA AVENUE

SHEET 8
OF 8
DRAWING NO.
116006