

**CASITAS MUNICIPAL
WATER DISTRICT**

Specifications

2017 – 2018 FISCAL YEAR ANNUAL

ASPHALT WORK CONTRACT

SPECIFICATION NO. 17-395

*Bids will be received at the office of the
Casitas Municipal Water District,
1055 Ventura Avenue, Oak View, California 93022
until 3:00 p.m.
on Thursday, August 10th, 2017*

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CASITAS MUNICIPAL WATER DISTRICT

NOTICE INVITING BIDS

2017 – 2018 FISCAL YEAR ANNUAL ASPHALT WORK CONTRACT SPECIFICATION NO. 17 – 395

Sealed bids for the above referenced project and specification will be received by the Casitas Municipal Water District up to **3:00 p.m. on Thursday, August 10th, 2017** at the office of the District, 1055 Ventura Avenue, Oak View, California, 93022, at which time they will be opened and publicly read aloud. Each bid shall be made out on a form to be obtained from the Casitas Municipal Water District. Each bid must be accompanied by a certified check, a cashier's check, or by a bid bond executed by a corporate surety satisfactory to the Casitas Municipal Water District, in the sum of not less than ten (10) percent of the total amount of the bid for the initial patch list, as a guarantee that the bidder will enter into the proposed contract, if it be awarded to them. The guarantee will be forfeited, should the bidder to whom the contract is awarded fail to enter into the contract.

The bidder to whom the contract is awarded may be required to furnish a sworn statement of their financial responsibility, technical ability, and experience.

In accordance with the provisions of Section 1770-1784 of the California Labor Code, the Casitas Municipal Water District has ascertained the general prevailing rate of wages applicable to the work to be done. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon the subcontractor under them, to pay not less than the specified rates to all laborers and mechanics employed by them in the execution of the contract. The wage scale can be obtained on the internet at www.dir.ca.gov/dlsr/statistics_research.html.

All bidders and their subcontractors shall be registered with the California Department of Industrial Relations (DIR). Failure of the bidder or subcontractors to be registered with the DIR shall render their bid as non-responsive and will be rejected except where State code provides for exceptions to the registration requirements. All contractors and their subcontractors shall furnish electronic certified payroll records directly to the Labor Commissioner, also known as Division of Labor Standards Enforcement.

The District reserves the right to waive any formalities which, in the opinion of the Board of Directors, do not materially affect the relationship of the various proposals. The District reserves the right to retain all bids for a period of thirty (30) days and to reject any and all bids for any reason at the sole discretion of the District, with or without cause.

The contract documents shall consist of this Notice Inviting Bids, the Instructions to Bidders, Formal Proposal with Bidding Sheet and Bidder's Plan for Construction, Form of Agreement, Specifications and Drawings, and any changes made by issuance of a supplemental notice.

No formal pre-bid conference is scheduled for this project. Bidders may contact Jordan Switzer at (805) 649-2251 ext. 139 to schedule a time to visit possible locations. A complete bid package (plans and specifications) may be examined and **downloaded free of charge** from our website at: <http://www.casitaswater.org/lower.php?url=bidding-jobs>. Copies may be ordered from Casitas for thirty

(\$30) dollars, or mailed to you for one hundred (\$100) dollars. Please allow 3 working days to print a complete bid package plus mailing time. No refunds will be made.

INSTRUCTIONS TO BIDDERS

Proposal. The proposal shall be submitted on the separate bid forms accompanying these specifications, designated "Proposal" and made a part of these specifications. The proposal shall be enclosed in a sealed envelope marked "Bid" addressed to Casitas Municipal Water District, 1055 Ventura Avenue, Oak View, California, 93022, and shall be endorsed with the name of the project as set forth in the Notice Inviting Bids.

The sealed proposals will be publicly opened and read at the time and place stated in the Notice Inviting Bids. Bidders, or their authorized agents, are invited to be present.

The proposal shall give the price, both in words and in figures, for which the bidder proposes to do the work required by the Specifications and the accompanying Drawings. In the event of disagreement between words and figures, the words will govern and the figures will be disregarded. In the event that the unit price and the total amount named by any bidder for any item are not in agreement, the unit price shall govern and the totals shall be corrected to conform thereto. The bidder shall fill out all blanks of the proposal forms as therein required.

Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal, and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternate proposals will not be considered unless asked for. No oral or telephonic proposals or modifications will be considered.

The District reserves the right to waive any informalities which, in the opinion of the Board of Directors, do not materially affect the relationship of the various proposals. The District reserves the right to reject any and all bids for any reason at the sole discretion of the District, with or without cause.

The proposal may be withdrawn upon request by the bidder without prejudice to themselves prior to, but not after, the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or their duly authorized representative, and is filed with Casitas Municipal Water District.

Proposal Signature. If the proposal is made by an individual, it shall be signed and proposer's full name and address shall be given; if it is made by a partnership, it shall be signed with the partnership name by a member of the firm, who shall sign their own name, and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers, attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

Competency of Bidders. In selecting the bidder for award of the contract, consideration will be given not only to the total amount of the bid, but also to the general competency of the bidder for the performance of the work covered by the proposal. To this end, the District will require bidders to submit a statement of their technical ability, safety record and experience. The District reserves the right to require a statement of the lowest bidder's current financial condition prior to acceptance of the proposal. If requested, such statement shall be prepared on Bidder's Questionnaire forms furnished by the District, shown on pages A-26 through A-32

Bidders' Plan for Construction. As part of the proposal, bidders must furnish a detailed statement of the plan or layout for performing the work. As preparation for the foregoing, each Bidder shall examine carefully the site of the proposed work and the contract documents therefore. It will be assumed that the bidder has investigated, and is satisfied as to, the conditions to be encountered; the characters, quality, and quantities of work to be performed; the quality and quantities of the materials to be furnished, and the requirements of the contract, specifications, and drawings.

Subcontracts. Subcontracts will be permitted, subject to the following provisions. No subcontract will be permitted which has the effect of avoiding the residence or wage requirements, or any other provision of the main contract. Individual subcontractors, or members of the contracting or subcontracting organizations personally engaged upon the work, shall be subject to all the requirements of these specifications applicable to employees working for wages, including but not limited to wages, hours of work, character of workmen and certified payrolls.

Reference is hereby made to the provisions of Chapter 2 of Division 5 of Title 1 of the Government Code of the State of California, commencing with Section 4100, also known as the "Subletting and Subcontracting Fair Practices Act", which is incorporated herein and made a part hereof by reference, and the Contractor is bound thereby and shall be made subject to the consequences named in sections 4110 and 4111 of said Act, in the event of his violation thereof. Each bidder shall, in their bid or offer, set forth: (1) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent of the Contractor's total bid, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Prime Contractor's total bid; and (2) the portion of the work which will be done by each such subcontractor under said Act. The Contractor shall list only one subcontract for each such portion as defined by the Contractor in their bid. If the Contractor fails to specify a subcontractor, or if the Contractor specifies more than one subcontractor for the same portion of the work to be performed under this contract in excess of one-half of one percent of the Contractor's total bid, the Contractor agrees that they are fully qualified to perform that portion, and that they shall perform that portion themselves.

Subcontractors. Bidders must furnish as a part of the proposal, a complete listing of names, addresses, Department of Labor Relations Registration Number (DIR No.) and contractor license number of all subcontractors who will perform work in an amount in excess of one-half (1/2) of one percent (1%) of the total bid price, and a statement of the work which will be done by each subcontractor. The required statement shall be on the form of Bidder's Statement of Subcontractors, accompanying these specifications.

Prevailing Rate at Per Diem Wages. In accordance with the provisions of Section 1770-1784 of the California Labor Code, the District has ascertained the general prevailing rates of wages applicable to the work to be done. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under contractor, to pay not less than the specified rates to all laborers, surveyors and mechanics employed by Contractor in the execution of the contract. The wage can be viewed on the internet at www.dir.ca.gov/dlsr/statistics_research.html. **Final payment for services provided shall not be distributed until receipt of proof of prevailing wage payments.**

The Contractor and all subcontractors shall be subject to Executive Order 12549, “Debarment and Suspension” and Department of Commerce regulations published at 15 CFR Part 26, Subparts A through E, “Governmentwide Debarment and Suspension (Nonprocurement)” for a drugfree work place.

Disqualification of Bidders. More than one proposal from an individual, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which said Bidder is interested. If there is reason for believing that collusion exists among Bidders, all bids will be rejected, and none of the participants in such collusion will be considered in future proposals.

Return of Proposal Guarantee. Proposal guarantees will be held until the contract has been executed. They will be returned to the respective Bidders whose proposals they accompany upon request.

Insurance and Bonds. The Bidder to whom award is made shall promptly secure Workmen's Compensation Insurance, in accordance with the provisions of the California Labor Code and all amendments thereto, and also shall furnish to the District certificate of insurance showing that they have taken out the insurance of the kinds and in the amounts required under the specifications. The successful Bidder shall also promptly secure, with a reasonable corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the said Bidder of all requirements under the Contract and upon the payment of claims of materialmen and laborers there under. Refer to Summary of Insurance, Bond and Payment Requirements for Various Construction Contracts attached.

Permits. The Contractor, at their sole expense, shall be required to obtain all other permits and/or licenses as required. Casitas has an annual permit for State, County and City of Ojai right of way. The Contractor shall follow all permit requirements and pay all fees associated with any required addition permits that are required beyond the existing annual permit.

Licensing of Contractors. All Contractors submitting bids shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California. Effective January 1, 1990, Contractors submitting bids must state, under penalty of perjury, the Contractor's license number and expiration date. Any bid not containing this information shall be considered non-responsive and shall be rejected by Casitas (Business & Professions Code 7028.15). The license required for this project is either a A-General Engineering Contractor, C12 Earthwork and Paving.

Failure of the bidder to meet either of the criteria above shall deem the bid proposal non-responsive and the bid proposal will be rejected.

Supplemental Notices. Full consideration shall be given to all Supplemental Notices in the preparation of Bids, as Supplemental Notices form a part of the Contract Documents. Bidders shall verify the number of Supplemental Notices in the bid. Failure to so acknowledge may cause the Bid to be rejected.

Pre-bid Information Requests. All requests for information and questions regarding this bid proposal, the specifications, permits or the plans shall be submitted to the District. The request can be emailed to the District at jswitzer@casitaswater.com. The District will make a reasonable attempt to respond to the

request prior to the bid opening. It is unlikely that any request for information received after **noon on August 8th, 2017** will be responded to by the bid opening.

Award of Contract. The award of the contract by the Board of Directors of the Casitas Municipal Water District, if it is awarded, will be to the lowest responsible bidder or bidders whose proposal complies with all requirements presented herein. Casitas maintains the right to reject any and all bids for any reason and to waive minor irregularities.

Execution of Contract. The Bidder to whom award is made shall execute a written contract with the Casitas Municipal Water District in the form of agreement provided, and shall furnish certificate of Workmen's Compensation Insurance and good and approved bonds as required in the preceding paragraphs, within seven (7) days from the date of the mailing of a notice from the Casitas Municipal Water District to the Bidder, to the address given by them, of the acceptance of their proposal. At this time Contractor shall also provide District with a completed IRS W-9 form (Request of Taxpayer Identification Number and Certification.)

Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful Bidder refuses or fails to execute the contract, the Casitas Municipal Water District may award the contract to the second lowest responsible Bidder.

Notice to Proceed shall be issued by the District within fifteen (15) days of the receipt of the bonds, insurance and agreements documents satisfactory to the District and the execution of the Agreement by the District. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the District and the Bidder. If the Notice to Proceed has not been issued within the period stated herein, the Bidder may terminate the Agreement without further liability on the part of either party.

PROPOSAL

2017 – 2018 FISCAL YEAR ANNUAL ASPHALT WORK CONTRACT SPECIFICATION NO. 17 – 395

TO: Casitas Municipal Water District
1055 Ventura Avenue, Oak View, California 93022

The undersigned proposes to furnish all materials and labor, and provide all necessary tools and machinery for the completion of the above referenced project and specification, and to perform and complete all the work in the manner set forth, described, and shown in the specifications or on the drawings for the work and in the form of agreement.

The bidder agrees that, upon receipt of written notice of the acceptance of this proposal within seven (7) days after the opening of the bids, bidder will execute the contract in accordance with the proposal as accepted and furnish the required bonds and will secure the required insurance, all within seven (7) days from the date of mailing of said notice of acceptance to them at their address as given below; and that, upon failure to do so within said time, then the proposal guarantee accompanying this proposal shall become the property of the Casitas Municipal Water District as liquidated damages for such failure, and shall be deposited as monies belonging to the Casitas Municipal Water District. If said bidder shall execute the contract, furnish the required bonds, and secure the required insurance, the proposal guarantee check or bond shall be returned to them within five (5) days thereafter.

The bidder declares that they have read the Notice Inviting Bids and the Instructions to Bidders, and agrees to all the stipulations contained therein; that they have examined the site of the work, the form of agreement, the specifications and the drawings therein referred to; that they propose and agree, in the event their bid as submitted in the attached Bidding Sheet be accepted, to enter into a contract to perform all the work mentioned in the agreement and the specifications, and to complete the same within the time stipulated therein; and that they will accept in full payment therefore the amount named in said Bidding Sheet.

The bidder further declares that the surety or sureties named in the space provided below have agreed to furnish bonds in the form and amounts set forth in the Instructions to Bidders, in the event the contract is awarded on the basis of this proposal.

Dated: _____

Bidder

(Corporate Seal)

By: _____

Title: _____

Telephone No. _____

Corporation organized under
the laws of the State of

Bidder's post office address:

Contractor's License Number:

Date of Expiration: _____

Surety or Sureties agreeing to furnish bond:

Names and addresses of all members of the
partnership, or names and titles of all officers of
the corporation:

BIDDING SHEET

2017 – 2018 FISCAL YEAR ANNUAL ASPHALT WORK CONTRACT SPECIFICATION NO. 17 – 395

Schedule of prices for all work, materials and site cleanup for the above-mentioned project and specification in accordance with these specifications. Any item not specifically mentioned shall be considered incidental to the item to which it pertains. The bidder shall list prices for all bid items. Bids received which do not list prices in succession shall be rejected. Quantity and unit are listed for initial patch list.

Bid Item #	Quantity & Unit	Description & Price in Words	Unit Price	Amount \$
1	1 LS	Initial Mobilization / Demobilization to and between all patch locations on patch list for the lump sum price of _____ Dollars	NA	
2	1 LS	Mobilization / Demobilization to and between all patch locations on patch list for lump sum price of _____ Dollars per need for asphalt work notification.	NA	
Asphalt Patchwork in Private Roadways and/or at District Facilities				
3	26 SF	Remove cold mix and install ½ or ¾ - inch aggregate asphalt concrete (AC) and compact to a thickness of two (2) inches for the unit price of _____ Dollars per square foot.	_____/SF	
4	38.5 SF	Remove cold mix and install ½ or ¾ - inch aggregate asphalt concrete (AC) and compact to a thickness of three (3) inches for the unit price of _____ Dollars per square foot.	_____/SF	
5	1 SF	Remove cold mix and install ½ or ¾ - inch aggregate asphalt concrete (AC) and compact to a thickness of four (4) inches for the unit price of _____ Dollars per square foot.	_____/SF	
6	1SF	Remove cold mix and install ½ or ¾ - inch aggregate asphalt concrete (AC) and compact to a thickness of six (6) inches for the unit price of _____ Dollars per square foot.	_____/SF	
7	1 SF	Grind perimeter of patch to a depth of 1-1/2 inches and provide and compact 1-1/2 inches of asphalt concrete (AC) for the unit price of _____ Dollars per square foot.	_____/SF	
8	1 Valve Can	Raise valve can in accordance with Plate E-4(a) of Ventura County Road Standards (excluding AC) for the unit price of _____ Dollars per valve can.	_____/Valve Can	
Asphalt Patch in County of Ventura Right-of-Way				
9	266 SF	Remove cold mix and install ½ or ¾ - inch aggregate asphalt concrete (AC) and compact to a thickness of three (3) inches for the unit price of _____ Dollars per square foot.	_____/SF	
10	1 SF	Remove cold mix and install ½ or ¾ - inch aggregate asphalt concrete (AC) and compact to a thickness of four (4) inches for the unit price of _____ Dollars per square foot.	_____/SF	
11	1 SF	Remove cold mix and install ½ or ¾ - inch aggregate asphalt concrete (AC) and compact to a thickness of six (6) inches for the unit price of _____ Dollars per square foot.	_____/SF	
12	79 SF	Grind perimeter of patch to a depth of 1-1/2 inches and provide and compact 1-1/2 inches of asphalt concrete (AC) for the unit price of _____ Dollars per square foot.	_____/SF	

Bid Item #	Quantity & Unit	Description & Price in Words	Unit Price	Amount \$
13	37 Valve Cans	Raise valve can in accordance with Plate E-4(a) of Ventura County Road Standards (excluding AC) for the unit price of _____ Dollars per valve can	_____/Valve Can	
Asphalt Patch in City of Ojai Right-of-Way				
14	16 SF	Remove cold mix and install asphalt concrete (AC) per City of Ojai requirements and compact to a thickness of three (3) inches for the unit price of _____ Dollars per square foot.	_____/SF	
15	1 SF	Remove cold mix and install asphalt concrete (AC) per City of Ojai requirements to a thickness of four (4) inches for the unit price of _____ Dollars per square foot.	_____/SF	
16	1 SF	Remove cold mix and install asphalt concrete (AC) per City of Ojai requirements to a thickness of six (6) inches for the unit price of _____ Dollars per square foot.	_____/SF	
17	20 SF	Grind perimeter of patch to a depth of 1-1/2 inches and provide and compact 1-1/2 inches of asphalt concrete (AC) for the unit price of _____ Dollars per square foot.	_____/SF	
18	1 Valve Can	Raise valve can in accordance with Plate E-4(a) of Ventura County Road Standards (excluding AC) for the unit price of _____ Dollars per valve can	_____/Valve Can	
Asphalt Patch in Caltrans Right-of-Way				
19	1 SF	Remove cold mix and install 1/2 or 3/4 - inch aggregate asphalt concrete (AC) and compact to a thickness of three (3) inches for the unit price of _____ Dollars per square foot.	_____/SF	
20	1 SF	Remove cold mix and install 1/2 or 3/4 - inch aggregate asphalt concrete (AC) and compact to a thickness of four (4) inches for the unit price of _____ Dollars per square foot.	_____/SF	
21	1 SF	Remove cold mix and install 1/2 or 3/4 - inch aggregate asphalt concrete (AC) and compact to a thickness of six (6) inches for the unit price of _____ Dollars per square foot.	_____/SF	
22	1 SF	Grind perimeter of patch to a depth of 1-1/2 inches and provide and compact 1-1/2 inches of asphalt concrete (AC) for the unit price of _____ Dollars per square foot.	_____/SF	
23	1 Valve Can	Raise valve can in accordance with Plate E-4(a) of Ventura County Road Standards (excluding AC) for the unit price of _____ Dollars per valve can	_____/Valve Can	
Traffic Control				
24	33 Each	Provide traffic control for roadways with posted speed limits of 25 MPH and below at the unit price of _____ Dollars per patch(s) within a 50 foot radius.	_____/50 ft radius	
25	1 Each	Provide traffic control for roadways with posted speed limits of 30 – 40 MPH at the unit price of _____ Dollars per patch(s) within a 50 foot radius.	_____/50 ft radius	

Bid Item #	Quantity & Unit	Description & Price in Words	Unit Price	Amount \$
26	1 Each	Provide traffic control for roadways with posted speed limits of 45 – 55 MPH at the unit price of _____ Dollars per patch(s) within a 50 foot radius.	_____/50 ft radius	
Miscellaneous				
27	1 Each	Placement and removal of steel plate at the unit price of _____ Dollars per steel plate.	_____/Steel Plate	
28	1 SF	Removal of existing concrete, prepare subgrade, pour and finish Portland cement concrete (PCC) at a thickness of 3” at the unit price of _____ Dollars per square foot	_____/SF	

TOTAL BID AMOUNT (Item 1 -28) \$ _____

The above quantities are based on a unit price, measurement and payment for each bid item per Part E of specifications. **Bid Items 2-27 quantities are for currently known quantities. Where the Bid Item has a listed quantity of “1”, there is not any current need for this item but may be required during the term of the agreement. The unit quantities may change and no adjustment to the unit price will be made based on a change in quantity.** Bidder will not be released on account of errors. When a discrepancy occurs between the written price and the number listed, the written price shall govern. The Bidder understands that the District reserves the right to reject any or all bids, and to waive any formalities in the bidding.

Date: _____

BIDDER: _____

By: _____

Title: _____

License No. _____ Expiration Date: _____

(CORPORATE SEAL)

License Classifications: _____ DIR No. _____

Telephone. No: _____ Cell No: _____

Fax No: _____ Email: _____

Address: _____

BIDDER'S PLAN FOR CONSTRUCTION

1. The location for the proposed work was examined on _____
(Date)
by _____ on behalf of the bidder.
(Name and Title)

2. Explain briefly your plan and tentative schedule for performing the proposed work.

BIDDER'S STATEMENT OF SUBCONTRACTORS

The bidder is required to state the name and address of each subcontractor who will perform work in an amount in excess of one-half (2) of one percent (1%) of the total bid price and the portion of the work which each subcontractor will do.

The undersigned submits herewith a list of subcontractors whom he proposes to employ on the work, with the proper firm name and business address of each and a statement of the work or bid item which will be done by each subcontractor.

Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we _____

_____, as PRINCIPAL,

and

_____, as SURETY,

are held and firmly bound unto the Casitas Municipal Water District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the Casitas Municipal Water District, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ _____

THE CONDITIONS OF THIS OBLIGATION ARE SUCH,

That whereas the Principal has submitted the above-mentioned bid to the Casitas Municipal Water District, for certain construction specifically described as **2017 – 2018 Fiscal Year Annual Asphalt Work Contract – Specification No. 17 – 395** which bids are to be opened at the office of Casitas Municipal Water District on **August 10th, 2017 at 3:00 pm.**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the heading Instructions to Bidders, after the prescribed forms are presented to him for signature, enters into a written contract, in the form set forth in said specifications, in accordance with the bid, and files the two bonds with the District, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by Instructions to Bidders and Certificate of Insurance for Workmen's Compensation and Contractor's liability insurance, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

Bidder's Bond (Continued)

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2017.

Principal

By _____

(SEAL)

NOTE: Signatures of those executing for the surety must be properly acknowledged.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ in the year 2017 by and between the Casitas Municipal Water District, hereinafter designated as the District, and _____ hereinafter designated as the Contractor.

WITNESSETH: That the parties hereto do mutually agree as follows with respect to the project known as **2017 – 2018 Fiscal Year Annual Asphalt Work Contract – Specification No. 17 – 395.**

ARTICLE I. For and in consideration of the payment of _____ Dollars (\$ _____) in conformance with the specifications hereinafter mentioned, the Contractor agrees with the District to construct the aforementioned project and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the Drawings and described in the Specifications therefor, to furnish at its own cost and expense all tools, equipment, labor, and materials necessary therefor, except such materials as in the said specifications are stipulated to be furnished by the District, and to do everything required by this Agreement and the said Specifications and Drawings.

ARTICLE II. For the same consideration set forth in Article I above, Contractor agrees to furnish all said materials and labor, furnishing and removing all plants, temporary work or structures, tools and equipment, and doing all the work contemplated and embraced in this Agreement, also to be responsible at its own expense for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the District, and for all risks of every description connected with the works, and also for all expenses incurred by or in consequence of the suspension or discontinuance of works, except such as in the said Specifications are expressly stipulated to be borne by the District, and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said Drawings and Specifications and in accordance with the requirements of the Engineer under them, the District will pay and the Contractor shall receive in full compensation thereof the prices for the several items named in the Bidding Sheet of the Proposal.

ARTICLE III. The District hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Specifications; and the said parties for themselves, their heirs, executors, administrators, successors and assignees do hereby agree to the full performance of the covenants herein contained.

Agreement (Continued)

ARTICLE IV. The Notice Inviting Bids, the Instructions to Bidders, the Proposal, the Specifications and the Drawings mentioned therein, and all addenda issued by the District with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

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

CASITAS MUNICIPAL WATER DISTRICT

By: _____
President

ATTEST:

Secretary

Approved as to form:

Attorney

Dated: _____, 2017

CONTRACTOR

By _____

Title

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS,

That we _____

hereinafter referred to as Contractor, as principal, and _____

_____, as surety,

are held and firmly bound unto the Casitas Municipal Water District, OAK VIEW, California, in

the sum of _____

_____ Dollars (\$ _____)

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

whereas, said Contractor has been awarded and is about to enter into a contract with the Casitas Municipal Water District, for construction of the project known as **2017 – 2018 Fiscal Year Annual Asphalt Work Contract – Specification No. 17 – 395**, and is required by said District to give this bond in connection with the execution of the contract.

NOW, THEREFORE, if the said Contractor shall well and truly do and perform all the covenants and obligations of said contract on his part to be done and performed at the times and in the manner specified herein, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect;

Bond for Faithful Performance (Continued)

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

WITNESS our hands this _____ day of _____, 2017.

Contractor

By: _____

Surety

By: _____

Approved as to form and execution:

Attorney

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That we _____

as principal, and _____

_____, as surety, are held and firmly bound unto the Casitas Municipal Water District, Oak View, California, in the sum of

_____ Dollars (\$ _____)
lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

Whereas, said principal has been awarded and is about to enter into a contract with the Casitas Municipal Water District, for construction of the project known as **2017 – 2018 Fiscal Year Annual Asphalt Work Contract – Specification No. 17 – 395** and is required by said District to give this bond in connection with the execution of the contract.

NOW, THEREFORE, if said principal as Contractor in said contract, or subcontractors, fails to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court. This bond shall insure to the benefit of any and all persons entitled to file claims under Section 11929 of the Code of Civil Procedure of the State of California.

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

WITNESS our hands this

day of _____, 2017.

Contractor

By _____

Surety

By _____

Approved as to form and execution:

Attorney

CASITAS MUNICIPAL WATER DISTRICT
SUMMARY OF INSURANCE, BOND & PAYMENT REQUIREMENTS
FOR VARIOUS CONSTRUCTION CONTRACTS

	Informal Under \$35,000	Formal \$35,000 &Over
<u>Certificates of Insurance</u> (CG 2010 Endorsement required)		
1. Workmen's Compensation	Yes	Yes
2. Commercial, General & Auto Liability	Yes	Yes
a. For one person per accident	\$1,000,000	\$1,000,000
b. More than one person per accident	\$1,000,000	\$1,000,000
3. Property damage per accident	\$1,000,000	\$1,000,000
4. Thirty days written notice prior to cancellation	Yes	Yes
<u>Bonds</u>		
Bidder's Bonds	None	10%
Payment Bonds (Material and Labor)* (Projects bid by CMWD only)	None	100%
Performance Bonds* (Projects bid by CMWD only)	None	100%
Maintenance and Guarantee Provisions	Yes	Yes
<u>Contracts</u>		
Period for Final payment upon acceptance	15 Days	35 Days
Amount of Retention	-0-	15%
Progress Payment (if required, retain 5%)**	None	If Required
Final Cost Statement	None	Yes
Notice of Completion	None	Yes
Labor and Material Releases	Yes	Yes

* At the option of the District and depending upon the type of construction activity, payment bonds and/or performance bonds may be placed as a requirement on the job.

** If progress payments are required for a Purchase Order Contract, provisions therefor must be added.

NOTE: The above listed are the minimum requirements for all construction contracts. Provisions are included within the Terms and Conditions for Purchase Order Contracts which will be issued for all jobs under \$35,000. Provisions should be included within the Specifications for all contracts \$35,000 and over. **The United States (Bureau of Reclamation), Casitas Municipal Water District, their directors, officers, employees or authorized volunteers,** shall be named as additional insured as respects to all coverages listed above when the named insured is Lessee or Licensee of the Casitas Municipal Water District or when work is performed by the named insured for the Casitas Municipal Water District, and in both instances this coverage shall be primary. Casitas, in addition to Certificates of Insurance, shall be provided with the ISO CG 2510 Endorsement or insurer's equivalent.

In accordance with the provisions of Section 1770 of the California Labor Code, the District has ascertained the general prevailing rates of wages applicable to the work to be done. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the specified rates to all laborers and mechanics employed by him in the execution of the contract. The wage scale is on the internet at www.dir.ca.gov/dlsr/statistics_research.html.

**NOTICE TO CONTRACTORS, AGENTS AND INSURANCE COMPANIES,
PLEASE COMPLETE AND RETURN THIS FORM TO**

CASITAS Municipal Water District
CERTIFICATE OF INSURANCE

(This certificate is to be used to list such coverages as the policies listed thereon provide, and does not reflect our insurance requirements.)

TO: **Casitas Municipal Water District** Name and Address of Insured:
P. O. Box 37
Oak View, California 93022

TYPE OF POLICY	COMPANY AND POLICY NO.	POLICY PERIOD	LIMITS OF LIABILITY	
			Bodily Injury	Property Damage
1.—Workmen's Compensation Employers Liability		Eff. Exp.	Statutory	Nil
2.		Eff. Exp.		
3.—Comprehensive Liability (A) Automobile		Eff. Exp.	Each Person \$ Each Occurrence \$	Each Occurrence \$
(B) General*		Eff. Exp.	Each person \$ Each Occurrence \$ Aggregate \$	Each Occurrence \$ Aggregate \$
4.—Comprehensive Liability Auto and General*		Eff. Exp.	Combine Single Limit: Each Occurrence \$ Aggregate \$	
5.		Eff. Exp.		
6.		Eff. Exp.		
7.—Umbrella Liability		Eff. Exp.	Each Occurrence and Aggregate \$ (A) Excess of Items: (B) Total Limit Including Items:	

*COVERAGE includes Contractual Liability, Completed Operations, Protective Liability, Product's - Liability, and Explosion, Collapse and Underground Hazards.

REMARKS: The U.S. Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees or authorized volunteers shall be named as additional insured as respects to all coverages listed above when the named insured is Lessee or Licensee of the Casitas Municipal Water District or when work is performed by the named insured for the Casitas Municipal Water District, and in both instances this coverage shall be primary.

These policies shall not be canceled nor reduced in coverage until after 30 days written notice of such cancellation or reduction in coverage shall have been mailed to this certificate holder.

Name and Address of Agent:

Dated _____

By _____

CASITAS MUNICIPAL WATER DISTRICT			Payment Document No. _____	Progress () Final ()	OFFICE USE ONLY - Contractor/Vault/Engineer	
PROJECT: _____ CONTRACTOR: _____ Date: _____ Reviewed By: _____ Approved for Payment: _____						
Spec. No.	Project No.	General Num.	This Estimate		Aerial to Date	
Item No.	Description	Unit	Quantity	Unit Price	Amount	Amount
1					\$0.00	\$0.00
2					\$0.00	\$0.00
3					\$0.00	\$0.00
TOTAL					\$0.00	\$0.00

Actual to Date: \$0.00 Less 10% Retained: \$0.00 Total Allowed to Date: \$0.00 Less Previous Payment: \$0.00 *Less Deductions: \$0.00 Net Amount Due this Payment <u>\$0.00</u>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">PREV. PAYMENT RECORD</th> </tr> <tr> <td>PP No. _____ Date _____ Amount _____</td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> </table>	PREV. PAYMENT RECORD	PP No. _____ Date _____ Amount _____					
PREV. PAYMENT RECORD								
PP No. _____ Date _____ Amount _____								

I certify the above bill is correct & just, that payment herefor has not been received, that all statutory requirements as to American Production and Labor Standards and that all conditions of purchase applicable to the transactions hereon have been complied with.

CONTRACTOR: _____
 By: _____
 Date: _____

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause).

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Contractor

Signature

Title

Date: _____

BIDDER'S QUESTIONNAIRE

INSTRUCTIONS

Pending award of a contract to the lowest bidder, Casitas may require bidders to submit a statement of their current financial condition, technical ability and experience (reference is made to the paragraph on Page A-3 of the Instructions to Bidders entitled "Competency of Bidders").

Each bidder shall be required to complete the attached Bidder's Questionnaire. Each subcontractor for a bidder whose work has a monetary value of 15 percent or more of the total price bid shall also be required to complete the Bidder's Questionnaire and submit said Bidder's Questionnaire(s) with the bid package.

Bidder's Questionnaire (Continued)

PART I - BIDDER'S STATEMENT OF TECHNICAL ABILITY AND EXPERIENCE

A. History of Bidder

1. Total years organization doing business. _____

2. Has your organization done business under another name? Yes _____ No _____

If yes, state name and address of organization(s) and/or names and addresses of owners or principals.

3. List all principals, owners, partners and stockholders owning more than 10 percent of a corporation.

Name

Name

4. State the name of your organization's Responsible Managing Employee or Officer.

Name	State Contractor's License No.	Classification

Bidder's Questionnaire (Continued)

5. List all jobs for which you were either sued by the owner or you sued the owner within the past ten (10) years. Give name of suit, court and number and disposition thereof.

Name of Suit	Court and Number	Disposition

6. List all jobs for which you asked extra compensation of more than 25 percent of the original contract price.

Name of Owner	Address	Result

Bidder's Questionnaire (Continued)

B. Experience

List all of the jobs in which your organization has been involved during the last five years where the predominant type of construction is similar to this job.

1. Project Completion Date⁽¹⁾ _____
Value of Contract⁽²⁾ _____
General Description of Work⁽³⁾ _____
Name and Address of Owner _____

Party to Contact _____
Phone Number _____
State whether organization was prime, joint venture, sub or other:

2. Project Completion Date _____
Value of Contract _____
General Description of Work _____
Name and Address of Owner _____

Party to Contact _____
Phone Number _____
State whether organization was prime, joint venture, sub or other:

(1) Project Completion Date - If current, state current; if incomplete, state incomplete.
(2) Value of Contract is the total amount of money paid for your work, including all settlements or judgments.
(3) General Description of Work should indicate the predominant type of construction; i.e., water pipeline, paving, earthwork, sewer, pump plant, etc.

Bidder's Questionnaire (Continued)

3. Date of Project _____
Value of Contract _____
General Description of Work _____
Name and Address of Owner _____

Party to Contact _____ Phone Number _____

State whether organization was prime, joint venture, sub or other:

3. Date of Project _____

4. Value of Contract _____

General Description of Work _____

Name and Address of Owner _____

Party to Contact _____ Phone Number _____

State whether organization was prime, joint venture, sub or other:

5. Date of Project _____

Value of Contract _____

General Description of Work _____

Name and Address of Owner _____

Party to Contact _____ Phone Number _____

State whether organization was prime, joint venture, sub or other:

PART II - CONTRACTOR'S STATE LICENSE

1. List all Contractor's State Licenses issued to your organization or to any of your principals.

Name of License Holder	Position in Organization	License No.	Classification	Date of Expiration

2. Has your organization or any of the license holders in your organization been refused the issuance of a State Contractor's License or been disciplined by the State Contractor's Board? Yes () No ()

If yes, please explain.

If yes, please explain. _____

PART III – CONTRACTOR’S SAFETY RECORD

1. List your firm’s experience modification rate (EMR) for the last 3 years. The EMR is available from your Worker’s Compensation Insurance firm. This is only required from Firms with Worker’s Compensation Insurance premiums in excess of \$50,000.

_____	_____	_____	_____	_____	_____
Year	EMR	Year	EMR	Year	EMR

2. List your firm’s Recordable Incident Rate (RIR) for the last 3 years. Incident Rate information is available from your OSHA 200/300 Log and from your insurance carrier.

$$\frac{\text{Total number of recordable incidents} \times 200,000}{\text{Total employee hours worked}} = \text{RIR}$$

_____	_____	_____	_____	_____	_____
Year	RIR	Year	RIR	Year	RIR

3. List your firm’s Lost Time Incident Rate (LTIR) for the last 3 years. Incident Rate information is available on your OSHA 200/300 Log and from your insurance carrier.

$$\frac{\text{Total number of lost time incidents} \times 200,000}{\text{Total employee hours worked}} = \text{LTIR}$$

_____	_____	_____	_____	_____	_____
Year	LTIR	Year	LTIR	Year	LTIR

Bidder's Questionnaire (Continued)

Casitas has established the following minimum requirements for this project:

EMR – None greater than 1.2 over the last 3 years

RIR - None greater than 9 over the last 3 years

LTIR – None greater than 4 .5 over the last 3 years

4. Do you have a written safety program that includes hazardous communications? _____

5. Do you have a substance abuse policy? _____

6. Do all new employees complete safety orientation before performing any work activities? _____

7. Do you conduct jobsite safety inspections? _____

8. Do you conduct and document post accident investigations? _____

PART IV – FINANCIAL CONDITION (This portion only needs to be completed if requested by Casitas after the bid opening)

1. Submit your firm’s most recent audited financial statement or financial data or other information and references sufficiently comprehensive to permit an appraisal of your current financial condition.

2. Submit your firm’s most recent balance sheet and profit and loss statement.

I certify under penalty of perjury that the foregoing is true and correct.

Name of Organization: _____

By: _____

Title: _____

Date: _____

**NONCOLLUSION DECLARATION
(MUST BE SUBMITTED WITH BID)**

The undersigned declares:

I am the _____ of _____,
(Title) (Company)

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____,
(Date)

at _____,
(City) (State)

NOTICE TO PROCEED

To: _____

Date: _____

Project: **2017 – 2018 Fiscal Year Annual Asphalt Work Contract – Specification No. 17 – 395**

In accordance with Section 4 of the Special Conditions of the Contract Specifications, you are hereby notified to commence work on or before _____ and to complete all work within _____ working days (including materials procurement) of the work start date, excluding the dates outlined therein.

CASITAS MUNICIPAL WATER DISTRICT

By : _____
Title: Neil Cole P.E., Principal Civil Engineer

ACCEPTANCE OF NOTICE

Receipt of above Notice to Proceed is hereby acknowledged by _____
on _____, 2017.

CONTRACTOR

By: _____
Title: _____

SPECIFICATIONS
Part B - General Conditions

1. Definitions.

- (a) Whenever the words defined in this article occur in these Specifications, or in any other contract document, they shall have the meaning here defined:
- (b) The word "specifications" shall include these General Conditions, the Special Conditions and the applicable portions of the Standard Specifications. The form of these Specifications is intended to provide for all of the work performed for Casitas Municipal Water District.
- (c) The word "District" shall mean the Casitas Municipal Water District.
- (d) The word "Board" shall mean the Board of Directors of the Casitas Municipal Water District.
- (e) The words "General Manager" shall mean the person holding the position or acting in the capacity of General Manager of the Casitas Municipal Water District.
- (f) The word "Engineer" shall mean the General Manager, or his duly authorized representative.
- (g) The word "Contractor" shall mean the Contractor in the agreement for the construction of the work and/or the furnishing of materials and/or equipment herein specified, the legal representative, or the agent of said party.
- (h) The word "Subcontractor" shall mean one who, as a subcontractor, performs at the site of the work some part of the Contractor's obligation, the legal representative, or the agent therefor.
- (i) The words "Standard Specifications" shall mean the provisions of the latest edition of the Standard Specifications for Public Works Construction (SSPWC) with all supplements, prepared and promulgated by the Southern California Chapters of the American Public Works Associated and Associated General Contractors of America. Part one of the SSPWC is hereby deleted.

2. Contract Documents.

- (a) The Notice Inviting Bids, Instructions to Bidders, Proposal Bonds, Specifications and Drawings, with the Agreement, supplemental notices, Notice to Proceed, permits and change orders shall be considered as incorporated in the contract. The contract documents are complementary, and what is called for in one shall be as binding as if called for by all. The intent of the contract documents is to provide for the execution and completion of a finished piece of work. The Contractor shall provide all labor and services and furnish all materials and equipment as necessary, except those items definitely stipulated in the Specifications or Drawings to be furnished by the District. Anything shown in the Drawings and not the Specifications, or in the Specifications and not the Drawings, shall be performed by the Contractor as though shown in both the Drawings and the Specifications.
- (b) The Drawings and the Specifications show conditions as they exist, to the best knowledge and belief of the District. The Contractor shall not be relieved of any liability or responsibility under this

contract, and the district or any of its officers shall not be liable for any loss sustained by the Contractor because of any variation between conditions as shown on the Drawings and the actual conditions revealed during the progress of the work, except as provided in Section 4215 of the Government Code.

3. Precedence of Contract Documents.

(a) Should conflicts occur between Contract Documents, the document highest in precedence shall control. The precedence shall be:

- (1) Permits from other agencies as may be required by law.
- (2) Proposal.
- (3) Special Conditions and Measurement and Payment.
- (4) Technical Conditions.
- (5) General Conditions
- (6) Contract Drawings.
- (7) Standard Plans.
- (8) Standard Specifications.
- (9) Reference Specifications.

(b) Change orders, supplemental agreements and approved revisions to plans and specifications will take precedence over documents listed above. Detailed plans shall have precedence over general plans.

4. Indemnification of District. Contractor shall indemnify and hold harmless and defend the United States Bureau of Reclamation, the District, their directors, employees, agents or volunteers, and each of them from and against:

(a) Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including District and/or Contractor, or any directors, officers, employees, agents or volunteers of District or Contractor, and damages to or destruction of property of any person, including but not limited to, District and/or Contractor and their directors, officers, employees, agents or volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of District or its directors, officers, employees, agents or volunteers, except the sole negligence or willful misconduct or active negligence of District or its directors, officers, employees, agents or volunteers.

(b) Any and all actions, proceedings, damages, costs expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor.

Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District or District's directors, officers, employees, agents or volunteers.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding.

Contractor shall reimburse District and its directors, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor agrees to carry insurance for this purpose as set out in the specifications.

5. Insurance.

(A) Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

(1) Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
- b. Insurance Services Office Form Number CA 0001 (ed. 1/87) covering Automobile Liability, Code 1 (any auto).

(2) The Contractor shall maintain limits no less than the following:

- a. General Liability. One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurers equivalent endorsement provided to the district) or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability. One million dollars (\$1,000,000 per accident for bodily injury and property damage combine single limit.

(3) The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

- a. The United States Bureau of Reclamation, the District, their directors, officers, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractors, products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the United States Bureau of Reclamation, the District, its directors, officers, employees, agents and volunteers.
- b. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the United States Bureau of Reclamation, the District, their directors, officers, employees, agents and volunteers. Any insurance or self-

insurance maintained by the United States Bureau of Reclamation, the District, their directors, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the United States Bureau of Reclamation, the District, their directors, officers, employees, agents and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the District.
- f. Such liability insurance shall indemnify the Contractor and his subcontractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his subcontractors for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability. Such insurance shall be provided on a policy written by underwriters through an agency satisfactory to the District (see Section 4-08.05), which includes a cross-liability clause, and covers bodily injury and property damage liability, owned and non-owned vehicles and equipment, blanket contractual liability and completed operations liability. Such liability insurance shall include explosion, collapse, underground excavation and removal of lateral support. The United States Bureau of Reclamation, the District, their directors, officers, employees agents and volunteers shall be named as additional primary insured on any such policies. An additional insured endorsement (ISO CG 2010 or equivalent) (modified to include provisions 2-5 above) and a certificate of insurance (Accord Form 25-S or equivalent), shall be provided to the District.

(4) Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the United States Bureau of Reclamation, the District, their directors, officers, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(5) Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A:VII or equivalent.

(6) The Contractor shall not commence work under this contract, nor allow any subcontractor to commence work on this subcontract, until he has secured all insurance required under the section and has filed with the District, certificates of insurance in the amounts specified. Such certificates shall contain a provision that they may not be called without at least thirty (30) days' written notice to the District.

(B) Worker's Compensation Insurance.

(1) By his signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and he will comply with such provisions before commencing the performance of the work of this contract.

(2) The Contractor shall maintain, and shall cause all subcontractors he may employ to maintain adequate workers compensation insurance under the laws of the State of California for all labor employed by them, directly or indirectly, in the execution of the work. The Contractor and all subcontractors shall file with the District certification of such workers compensation insurance prior to beginning construction.

(C) Evidences and Cancellation of Insurance.

(1) Prior to execution of the contract, the Contractor shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and certificate of insurance (Accord Form 25-S or equivalent). All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insurers, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer will give by certified mail, written notice to the District at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy.

(2) The Contractor shall, upon demand of the District, deliver to the District all such policy or policies of insurance and the receipts for payment or premiums thereon; and should the Contractor neglect to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to the District, then it shall be lawful for the District to obtain and maintain such insurance, and the Contractor hereby appoints the District his true and lawful attorney-in-fact to do all things necessary for this purpose. All money paid by the District for insurance premiums under the provisions of this article shall be charged to the Contractor.

6. Bonds.

(a) Payment Bond. The successful bidder shall file with the District a surety bond to be approved by the District in a sum of not less than one hundred percent (100%) of the total amount payable by the terms of the contract, conditional as provided by Section 3247 of the Civil Code.

(b) Performance Bond.

(1) The successful bidder shall also file with the District a surety bond, to be approved by the District in a sum of not less than one hundred percent (100%) of the total amount payable by the terms and conditions of the Contract. Pursuant to Public Contract Code Section 22300, at the request and expense of the Contractor, securities equivalent to the amounts withheld by the District to ensure performance under this contract, shall be deposited with the District. The District shall pay such monies to the Contractor upon satisfactory completion of the contract. Securities eligible for investment under this section shall include those listed in Government

Code Section 16430, or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. If the securities to be deposited by the Contractor pursuant to this provision are in registered form, the registration shall be transferred to the District.

- (2) Maintenance and Guarantee. The Contractor hereby guarantees that the entire work constructed by him under the Contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished by him. The Contractor hereby agrees to make, at his own expense, any repairs or replacement made necessary by defects in material or workmanship supplied by him that becomes evident within one year after the date of final payment, and to restore to full compliance with the requirements of these Specifications, any part of the work which, during said one year period, is found to be deficient with respect to any provision of the Specifications. The Contractor shall make all repairs and replacement promptly upon receipt of written orders from the Engineer to do so. If the Contractor fails to make the repairs and replacements promptly, the District may do the work and the Contractor and his Surety shall be liable to the District for the cost thereof.

(c) Each of said bonds shall be executed by the Contractor and a corporate surety licensed in the State of California. If the amount payable under terms of the Contract exceeds the original bid because of additional quantities and/or the issuance or change orders, said surety shall be required to cover the additional amount.

7. Additional Surety. If, during the continuance of the Contract, any of the sureties upon the faithful performance bond, in the opinion of the Engineer, are or become insufficient, he may require additional sufficient sureties, which the Contractor shall furnish to the satisfaction of the Engineer within 15 days after notice, and in default thereof, the contract may be suspended and the work completed as provided in Section 21 hereof.

8. Assignment Forbidden. The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract, nor of his right, title or interest in any part thereof, nor any of the monies to become due and payable under the Contract, in any manner without the previous consent in writing of the Engineer. If the Contractor shall, without such written consent, assign, transfer, convey or otherwise dispose of any part of this Contract, or of any of the monies to become due and payable under the Contract, the District may, at its option, terminate the Contract according to Section 21 of these General Conditions. The District shall thereupon be relieved from all liability to the Contractor, and to his assignee or transferee.

9. Time and Order of Work. The Contractor shall at all times employ such personnel, and provide such services, materials and equipment as will be sufficient, in the opinion of the Engineer, to complete the work or any separable portions thereof according to a progress schedule, and within the time limit fixed by the Contract. If the Contractor should fail to maintain adequate progress, he may be required to employ additional personnel, and provide additional services, materials and equipment, and to modify his plans and procedure in such manner as to ensure completion of the work within the time limit fixed by the Contract. This provision shall not be the exclusive remedy of the District.

10. Protests. If the Contractor considers any of the work demanded of him to be outside the requirements of the Contract, or if he considers any order or ruling of the Engineer or any duly authorized representative to be unfair, he shall immediately ask for written instructions or divisions, whereupon he shall proceed without delay to perform the work or conform to the order or ruling; but unless the Contractor finds such instructions or divisions satisfactory, he shall, within ten (10) days after receipt of same, file a written protest with the Engineer, stating clearly and in detail his objections and the reasons therefor. Except for such grounds for protest or objections as are made of record in the manner specified and within the time stated herein, the Contractor hereby waives all grounds for protests or objections to the order, rulings, instructions, or decisions of the Engineer, and hereby agrees that as to all matters not included in such protest, the order, instructions and decisions of the Engineer shall be final and conclusive.

11. Authority of the Engineer. The work shall be observed by the Engineer to determine that the work is being completed according to the plan, specifications and design and planning concepts. The Contractor shall be responsible for the supervision of construction processes, site condition, operation, equipment, personnel and the maintenance of a safe place to work or any safety in, on or about the work site until such time as the District files a Notice of Completion. The Engineer, however, reserves the right to determine the adequacy of the Contractor's method, plant, and appurtenance to determine in all cases the amount, quality, acceptability and fitness of the work and material to be provided under the Contract, to determine all questions in relation to said work and construction thereof, and to decide in all cases any question which may arise concerning the fulfillment of this Contract by the Contractor. Should any discrepancy appear or any misunderstanding arising as the import of anything contained in the Specifications or Drawings, the matter shall be referred to other Engineer and his decision shall be binding on the Contractor. Any differences or conflicts which may arise between the Contractor and other contractors performing work for the District shall be adjusted to the satisfaction of the Engineer.

12. Right of Way and Encroachment.

(a) Except as otherwise stated in the Special Conditions, the right of way for the work to be constructed under these Specifications will be provided by the District. This shall not be interpreted as giving the Contractor exclusive occupancy of the right of way provided. When the work to be performed is located within State Highway, County or Southern Pacific Railroad rights of way, or within a water course which is under the jurisdiction of the Ventura County Flood Control District, the Contractor will be required to obtain construction permits from those agencies in his own name.

(b) Right of way to be furnished by the District for construction operations and other purposes will be specifically shown on the Drawings or provided for in the Detailed Specifications. Should the Contractor find it necessary to use any additional lands during the construction of the work, he shall provide for the use of such lands at his own expense.

13. Errors or Discrepancies Noted by Contractor.

(a) If the Contractor, either before commencing work or during the work, finds any discrepancy between these Specifications and Drawings, or between either of them and the physical conditions at the site of the work, or finds any error or omission in any of the Drawings or in any survey, he shall promptly notify the Engineer in writing of such discrepancy, error, or omission. If the Contractor observes that any drawings or specifications are at variance with any applicable law, ordinance, regulations, order or degree, he shall promptly notify the Engineer, in writing, of such conflict.

(b) The Engineer, upon receipt of any such notice, shall promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor, either directly or indirectly after his discovery of such error, discrepancy or conflict, will be at his own risk and he shall bear all costs arising therefrom.

14. Extra Work.

(a) If, during the performance of the Contract, it shall, in the opinion of the Engineer, become necessary or desirable, for the proper completion of the contract, to order work done or materials or equipment furnished which, in the opinion of the Engineer, are not susceptible of classification under the bid items, the Contractor shall do and perform such work and furnish such materials and equipment as extra work, as hereinafter provided. All extra work shall be ordered in writing before it is started. No extra work shall be paid for unless ordered in writing.

(b) Extra work will ordinarily be paid for at a lump sum or unit price agreed upon in writing by the Engineer and the Contractor before the extra work shall be ordered.

(c) When the price of the extra work cannot be agreed upon, the District will pay for the extra work based on the accumulation of costs as provided in subsections (d) through (I). The failure of the Contractor to comply with the requirements of this section shall deem the Engineer to establish costs as he deems reasonable.

(d) At the close of each working day, the Contractor shall submit a daily report to the Engineer, on forms approved by the District, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and for other services and expenditures when authorized. An attempt shall be made to reconcile the report daily, and it shall be signed by the Engineer and the Contractor. In case 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 report. Reports by subcontractors or others shall be submitted through the prime contractor. Said reports shall contain the following information:

- (1) The names of workers, classification and hours worked;
- (2) A description and the amount of materials used;
- (3) The type of equipment, size, identification number and hours of operation, including loading and transportation if available;
- (4) Other services and expenditures shall be described in such detail as the District may require.

(e) The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work costs will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

(f) The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the entities involved, plus sales tax, freight and delivery. The District reserves the right to approve material 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 District.

(g) No payment will be made for the use of tools which have a replacement value of \$100 or less. Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors, at the time the work is performed. If local rental costs are unavailable, the Contractor shall submit his costs to operate the equipment compiled and signed by a Certified Public Accountant. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the District 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 District. 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 time of the equipment already at the job site shall be the duration of its use on the extra work, plus the time required to move it from its previous site and back or to a closer site.

(h) The District may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required for the work specified in the Contract which are of a type not ordinarily available from the Contractor or any of the subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.

(i) 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 District may establish the cost of the item involved at the lowest price which was current at the time of the report.

(j) The following percentage shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

Labor	10%
Materials	10%
Equipment Rental	10%
Other Items and Expenditures	10%

To the sum of the costs and markups provided for in this subsection, one percent (1%) shall be added as compensation for bond and liability insurance.

(k) When all or any part of the extra work is performed by any of the Contractor's subcontractors, the markups established in Subsection (14)(j) shall be applied to the subcontractor's actual

cost of such work, to which a markup of five percent (5%) on the subcontracted portion of the extra work may be added by the prime contractor.

(1) Any extra work performed hereunder shall be subject to all of the provisions of the Contract and the Contractor's sureties shall be bound with reference thereto as under the original Contract.

15. Changed Conditions.

(a) 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; and
- (2) Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the character of the work being performed.
- (3) Material that the Contractor believes may be material that is 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.

(b) The Engineer will promptly investigate conditions when notified of any 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. If the Engineer determines that conditions of which he/she has been notified by the Contractor do not justify an adjustment in compensation, the Contractor will be so advised in writing. Should the Contractor disagree with such determination, he may submit a protest to the Engineer, as provided in Section 10 of these General Conditions.

(c) If the Engineer determines that the conditions are changed conditions and that they will materially affect the performance time, the Contractor, upon submitting a written request, may be granted an extension of time subject to the provisions of Section 22.

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

16. Disputed Work.

(a) If unable to reach agreement under any of the foregoing procedures, the District may direct the Contractor to proceed with the work. Payment shall be as later determined by arbitration, if District and Contractor agree thereto, or as fixed in a court of law.

(b) Although not to be construed as proceeding under extra work provisions, the Contractor shall keep and furnish records of disputed work according to Section 14.

17. Legal Action by Contractor.

(a) No legal action shall be commenced against the District concerning the Contract until any dispute or decision of the Engineer has been appealed and denied by the District's Board of Directors. The Board's refusal to consider or failure to consider a written appeal within thirty (30) calendar days after receipt shall be deemed denial of such appeal.

(b) Prior to submitting any appeal to the Board, the Contractor shall exhaust his administrative remedies by attempting to resolve his dispute with the District's staff in the following sequence:

Construction Inspector
District Engineering
General Manager
Board of Directors

(c) Should any of the listed persons fail to consider a request by the Contractor for reconsideration of a decision within three (3) working days after receiving written request to do so, the Contractor may proceed directly to the next person in the list. At the option of the District, the person to whom the request for reconsideration is directed may elect to take such request to a higher level and the Contractor's request shall be deemed to be properly submitted to such higher level.

(d) Nothing in this subsection shall be considered as relieving the Contractor from his duties required by the Contract documents.

18. Changes.

(a) If either the Engineer or the Contractor, because of conditions which develop during the progress of the work, finds it impracticable to comply strictly with these Specifications, the Engineer may prescribe a modification of requirements or methods of work. For such proposes, the Engineer may, any time during the life of the Contract, by written order, make such changes, as he shall find necessary, in the design, engineer, grade, form, location, dimensions, plan, or material of any part of the work or equipment to be furnished. If such changes increase or diminish the quantity of work to be done, they shall not constitute the basis for a claim for damages or anticipated profits in the work that may be dispensed with; provided that if such changes or alterations render useless any work already done or materials already furnished or used in the work, the Engineer shall make reasonable allowance therefore, which action shall be binding upon both parties.

(b) In case of increasing or decreasing of work, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit price established for such work under the contract, wherever such unit price has been established. In the event no prices are named in the Contract but cover such changes or alterations, the cost of such changes shall be determined as provided in Section 14(c).

19. Discovery of an Unknown Utility.

(a) The Contractor's attention is directed to Section 4215 of the Government Code which provides that the district assumes the responsibility for the removal, relocation or protection of the existing

utilities located on the site of any construction project if such utilities are not identified by the District in the plans and specifications made a part hereof.

(b) If the Contractor, while performing the Contract, discovers utility facilities not identified by the District in the Contract plans and specifications, the Contractor shall immediately notify the District. The Contractor shall not be assessed liquidated damages for delay in completion of the project, which such delay is caused by the failure of the District or the owner of the utility to provide for removal or relocation of the existing utility facilities.

(c) In the event that the discovery of said utility facilities may cause extra work, the Contractor is required to obtain written authorization to change or modify the work according to Sections 14 and 18 of these General Conditions, entitled "Extra Work" and "Changes," respectively.

(d) The Contractor's failure to give said notice promptly upon discovery of an unknown utility or the Contractor's failure to obtain written approval for any work concerning the relocation, protection and/or removal of the said unknown utility or for any work relative to the modification of any portion of the work prior to the beginning of any of said work, shall constitute a waiver of any rights to any claim in connection therewith.

20. Termination of Contract.

(a) General. If, at any time before completion of work under the contract, it shall be found by the District that reasons beyond the control of the parties hereto render it impossible, or against the best interest of the District, to complete the work contracted to be done; or if the work shall have been prevented or suspended by injunction issued by a court of competent jurisdiction nor by any other order of constituted authority for a period in excess of 30 consecutive days; the District, by written thirty (30) day notice to the Contractor, may discontinue the work and terminate the contract; or, in the event the entire work shall have been suspended by the District, through no fault of the Contractor, in writing, the Contract shall be discontinued. Upon the service of notice of termination, the Contractor shall discontinue the work in such manner, sequence, and at such times as the Engineer may direct, continuing and doing, after said notice, only such work and only until such time or times as the Engineer may direct. Such work shall be paid for as extra work according to Section 14 of these General Conditions. The Contractor shall have no claim for damages for such discontinuance or termination of the Contract, nor shall the Contractor have any claim for anticipated profits on the work thus dispensed with, nor any other claim; except: (1) for the work actually performed between the date of the notice of termination and the time of complete discontinuance; and (2) for any liquidated damages accruing up to the date of said notice of termination according to the provisions of the Special Conditions.

(b) Consumable Supplies. In the event of discontinuance and termination of the contract, the District may, and at the request of the Contractor shall, purchase from the Contractor all consumable supplies of the Contractor on hand, or in transit, or on definite commitment which, in the opinion of the Engineer, are suitable and required, except for such discontinuance and termination, to complete the work, and the District shall pay the Contractor for such consumable supplies the prices paid therefor by the Contractor.

(c) Completion of Contract. In the event that the work shall be discontinued and the Contract terminated, the satisfactory completion of such work, as the Engineer may thereafter direct, and satisfactory compliance with the terms of said order shall be deemed the completion of the work specified in the

Contract; and the final estimate shall be the amount of work completed to the time of such discontinuance and termination, with such other sums as may be due the Contractor according to the provisions of this section.

21. Suspension of Contract.

(a) If the work to be done under the Contract shall be abandoned by the Contractor, or if the Contractor shall make a general assignment for the benefit of his creditors or be adjudicated as bankrupt, or if a receiver of his property or business be appointed by a court of competent jurisdiction, or if this Contract shall be assigned by him otherwise than hereinbefore specified, or if at any time the Engineer shall be of the opinion that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions of the Contract, or is executing the same in bad faith or not according to the terms thereof, or if the work be not fully completed within the time named in the Contract for its completion or within the time to which the completion of the Contract may have been extended as hereinafter provided, the Board may, by written notice, instruct the Contractor to discontinue all work, or any part thereof, under this Contract.

(b) When such written notice is served upon the Contractor, he shall immediately discontinue the work or such part thereof as covered by the notice, and shall not resume the same by written notice from the Board, in which case work shall be resumed in ten (10) days. In any such case, the District may take charge of the work and complete it by a new contract or by force account and charge the expense of completion by either method to the Contractor. In so doing, the District may take possession of and use any of the materials, plans, tools, equipment, supplies and property of every kind provided by the Contractor for the purpose of his work. Any such charges shall be deducted from such monies as may be due or may at any time hereafter become due the Contractor under this contract or at any part thereof. In case such expense shall exceed the amount which would have been due the contractor under the Contract if the same had been completed by him, he shall pay the amount of such excess to the District; and in case such expense shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, he shall have no claim to the difference except to such extent as may be necessary, in the opinion of the Engineer, to reimburse the Contractor or the Contractor's sureties for any expense properly incurred for plans, equipment, materials, supplies and labor devoted to the prosecution of the work, of which the District shall have received the benefit which shall not have been otherwise paid for by the District. In computing such expense the salvage value of such plans and equipment, at completion of the work, shall be deducted from the depreciated value thereof at the time taken over by the District and the difference shall be considered the expense. All necessary estimate and appraisals shall be made by the Engineer.

(c) When any particular part of the work is being carried on by the District, by Contract or otherwise, under the provisions of this section, the Contractor shall continue the remainder of the work in conformity with the terms of the Contract, and in such a manner as to nowise hinder or interfere with the persons or workers employed, as provided above, by the District, to do any part of the work, or to complete the same under the provisions of this section.

22. Extension of Time of Completion.

(a) If the work shall be delayed in consequence of suspension by the District except as provided in Section 21 or of failure by the District to provide right of way, or of any other act or omission of the District, or by strikes, acts of God, delay of delivery or properly ordered materials for which a delivery time has not been stated in the Proposal, or other unforeseeable causes beyond the control and without the fault or negligence of the Contractor or his subcontractors, the Contractor shall be entitled to so much additional time wherein to perform and complete the contract on his part as the Engineer shall certify in writing to be just.

(b) Application for extension of time must be made to the Engineer, in writing, stating cause, within the ten (10) days immediately following the end of such delay.

(c) Permitting the Contractor to continue and finish the work, or any part of it, after the date to which the time fixed for its completion may have been extended, shall in no way operate as a waiver on the part of the District of any of its rights under this Contract.

(d) The Contractor shall receive no compensation on account of any suspension of the work either in whole or in part or for any delay or hindrance herein mentioned except as provided in the Special Conditions.

(e) No extension of time shall be made for ordinary delays and accidents and the occurrence of such shall not relieve the Contractor from the necessity of maintaining the required progress. In the case of an extension of time by the Engineer for completion of the contract as provided for in these Specifications, a revised schedule of progress may be prescribed according to such extension of time.

23. Failure to Complete on Time.

(a) The Contractor shall pay for each and every calendar day that he shall be in default in completing the whole work to be done under this contract, the sum named in these conditions, which sum is by the execution of this agreement mutually agreed upon as liquidated damages which the District shall suffer by reason of such default. The District shall have the right to deduct the amount of such damages from any monies due or to become due the Contractor under this Contract.

(b) The Contractor shall not be assessed liquidated damages for failure to complete the work on time due to any of the causes stated in Section 22(a).

24. Liquidated Damages.

(a) Pursuant to Section 23 of these General Conditions, failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the District. Such damages are, and will continue to be, impractical and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the work (as adjusted by change order), the Contractor shall pay the District, or have withheld from monies due it, the sum of \$500, except as otherwise specified in Part C or the Agreement.

(b) Execution of the Contract under these Specifications shall constitute agreement by the District and Contractor that \$500 per day, except as otherwise specified in Part C or the Agreement, 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.

25. Contractor's Responsibility.

(a) The contractor shall be responsible for safe and efficient execution of the work to secure the safety of the workers, the quality of the work and the stipulated rate of progress.

(b) The Contractor shall bear all losses resulting to him no account of the amount or character of the work, or from any unforeseen obstruction or difficulties which may be encountered, or because of weather, floods, or other causes, except as follows:

- (1) The Contractor shall not be responsible for the cost of repairing or restoring damage to the work which damage was caused by an act of God, as defined in Public Contract Code Section 7105, and shall be the basis for determining the extent of the District's liability, if any.
- (2) It shall be the responsibility of the Contractor to take all reasonable and adequate measures to protect the work from damage and/or to minimize any damage to the work.
- (3) The District reserves the right to make changes in the plans and Specifications applicable to the portion of the work to be restored. The District reserves the right to terminate the Contract and relieve the Contractor of further obligations to perform the work. In the event that the work damaged is to be repaired or restored either, in kind or changed by the engineer, a contract change order will be provided according to Sections 14 and 18 of the General Conditions of this Specification. The change order may provide for the Contractor to perform any work deemed by the Engineer as necessary to put the project in satisfactory condition for the termination of all work.
- (4) The District may require the Contractor to submit as a separate bid item the insurance premium covering the cost of work destroyed in whole or in part by an "Act of God," as defined in Public Contract Code 7105 and provide such insurance to indemnify the District for any damage to the work caused by an "Act of God," and to rebuild said work with the proceeds of said insurance. If the District elects to do so, said insurance shall be in lieu of the provision of the Public Contract Code 7105.

(c) The Contractor shall be responsible for all material, except defective material, furnished by the District, and for the care of all work until its completion and final acceptance, and he shall at his own expense replace damaged, lost or stolen material and repair damaged parts of the work, or the same may be done at his expense by the District.

(d) During the progress of the work, the Contractor shall keep the premises occupied by him in a neat and clean condition. When the work is completed he will be required to remove all debris caused by him in his operations, repair all damage to existing improvements done by him or his employees and leave

the site of the work in a neat condition. In the event of his failure to do so, the same may be done at his expense by the District.

(e) The Contractor shall be responsible for all damage or injury which may be caused on any property by trespass of the Contractor's employees during their employment, whether the said trespass was committed with or without the consent or knowledge of the Contractor.

(f) The Contractor shall provide at his own expense, all necessary water, telephone, and power required for his operations under the Contract, except as provided for in the Special Conditions.

(g) The Contractor shall so conduct his operations as not to close or obstruct any portion of any highway, road, or street, or prevent in any way free access to fire hydrants until permission to do so has been obtained from the proper authorities.

(h) The Contractor shall be responsible for determining the nature and extent of any simultaneous, collateral, and essential work by others. The Contractor shall coordinate his operation and cooperate with others to minimize interferences, conflicts, and/or any other related conduct during the construction of the work.

26. Shop Drawings.

(a) Drawings and prints of articles, machinery, or fabricated materials entering into permanent construction which are required to be furnished by the Contractor and for which detailed drawings are not furnished by the District, the Contractor shall submit five (5) copies for approval, three (3) of which will be returned to the Contractor for his distribution, the two (2) other copies shall become the property of the District. The District shall approve such drawings or return them to the Contractor with requirements for approval within ten (10) days after the date of submission.

(b) Approval by the District on items called for under these Specifications does not relieve the Contractor from the 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 submitted with the material for approval.

(c) If the Contractor objects to any conditions imposed by the District in granting said approvals, he shall immediately give the District written notification.

27. Trench Shoring Plans.

(a) In compliance with Section 6705 of the Labor Code, the Contractor, at his sole expense, shall be required to submit detailed shoring plans for review by the District's Engineer for all construction projects and/or any related modifications, revision or changes thereto, which are in excess of \$25,000, for the excavation of any trench, trenches, or other excavation five (5) feet or more in depth.

(b) Shoring plans shall show the details of the shoring, bracing, sloping and all other provisions to be made for the workers' protection from the hazard of caving ground during the excavation of any trench, trenches, or other excavation.

(c) Such shoring plans shall be prepared by a qualified civil or structural engineer registered in the State of California in the event that such plans vary or deviate, in any manner, from the shoring system standards as outlined in the State Construction Safety Orders issued by the Division of Industrial Safety, State of California.

(d) The Contractor shall submit the shoring plans to the Division of Industrial Safety, State of California, for its approval.

(e) The Contractor shall be required to submit the shoring plans within fifteen (15) days after notification of an award of a contract has been sent.

28. Safety Permit.

(a) In compliance with Section 6424 of the Labor Code, the Contractor, at his sole expense, shall be required to obtain a permit from the Division of Industrial Safety for the excavation of any trench, trenches, or other excavation five (5) feet or more in depth, prior to beginning any excavation work that is not covered by Section 6422 of the Labor Code.

(b) A copy of all permits issued and the related construction safety orders approved by the Division of Industrial Safety shall be filed with the District within fifteen (15) days after notification of the award of a contract, or within three (3) days after issuance of the permit, and prior to the beginning of the excavation of any trench, trenches, or other excavation five (5) feet or more in depth.

(c) Additional permits may be required for each modification, revision or change in the work.

(d) Safety permits required by Section 6424 of the Labor Code shall be in addition to all other permits required.

29. Personal Attention. The Contractor shall give his personal attention constantly to the faithful prosecution of the work, and shall be present, either in person or by a duly authorized and competent representative, on the site of the work continually during its progress, to receive directions or instructions from the Engineer. Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the Engineer, and shall be received and obeyed by the superintendent or foreman who may have charge of the particular part of the work in reference to which orders are given.

30. Laws, Regulations and Permits.

(a) The contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The contractor shall be liable for all violations of the law in connection with the work furnished by the contractor. If the contractor observes that the drawings or specifications are at variance with any law or ordinance, rule or regulation, he shall promptly notify the engineer in writing and any necessary changes shall be made by written instruction or change order. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving notice to the engineer, the contractor shall bear all costs arising therefrom.

(b) The Contractor shall submit a certification that they are in compliance with the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, the California Fair

Employment Practice Act of 1959, as amended, California Labor Code Section 1777.5 and Section 1735 and any other applicable Federal and State laws and regulations hereinafter enacted. Certification of Compliance with Executive Order 11246, as amended, will be required when applicable. Such certification shall be on forms satisfactory to the District.

(c) The following are exempted from the above provisions in relation to affirmative action efforts:

- (1) Contractors, subcontractors and suppliers who have a paid work force of less than fifteen (15) persons.
- (2) Contracts and subcontracts which do not exceed \$10,000.00.
- (3) Contracts and subcontracts which are deemed by the Board to be an "Emergency" nature or an apparent "Sole Source" purchase.
- (4) Exemptions may be denied by the Board pursuant to a finding by the District that the exemption is having an adverse effect on the purpose of these Specifications. Additional exemptions may be granted by the Board for reasons of a similar finding.

(d) The Contractor shall only use equipment that complies with the state air quality regulations and the Ventura Air Pollution Control District regulations.

31. Sales and/or Use Taxes. Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by Federal, State or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

32. Construction Schedule. Prior to commencing the work, the Contractor shall submit a detailed construction schedule. At the beginning of each month as may be required by the Engineer, the Contractor shall submit an updated construction schedule. Said construction schedule shall show the order in which the Contractor proposes to complete the work, the dates when the various parts of the work are to begin and the estimated dates of completion. The detailed schedule shall be a modified bar type and shall show each principal item of work or activity.

33. Inspection.

(a) All materials furnished and all work done under these Specifications shall be subject to rigid inspection. The Contractor shall furnish the Engineer every reasonable facility for ascertaining whether the work is in accordance with the requirements and intent of these Specifications.

(b) Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection. The entire cost of removal and replacement, including the cost of all materials which may be furnished by the District and used in the work removed, shall be borne by the Contractor, irrespective of whether the work removed is found to be defective.

(c) Work covered up without the authority of the Engineer shall, upon order of the Engineer, be uncovered to the extent required, and the Contractor shall bear the entire cost of performing all the work

and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, as directed and approved by the Engineer.

(d) Nothing in these Specifications shall be construed to mean that the District will provide continuous inspection. The Contractor shall cooperate and coordinate his activities in order that he work can be inspected to the satisfaction of the Engineer.

(e) The Contractor shall keep the Engineer informed, a reasonable time in advance, of the times and places at which he intends to do work, so that the inspection and the necessary measurements may be made with a minimum of inconvenience to the Engineer, or delay to the Contractor.

34. Construction Staking.

(a) The Engineer will provide only minimal construction staking, the extent of which will be described in the Special Conditions hereof. The Contractor shall be required to provide all other additional staking and/or measurements necessary for the proper execution of the work.

(b) The Contractor shall notify the Engineer in writing at least five (5) working days before the time the Contractor will require the construction staking.

(c) The Contractor shall be required to preserve all bench marks, monuments, survey marks and construction stakes, and in case of their removal or destruction caused by the Contractor's activities, the Contractor shall be liable of the cost of their replacement.

35. Construction Interferences.

(a) Insofar as practicable during the progress of the work, the Contractor shall not disturb, but shall support and protect against injury, and maintain in good operating condition at his own expense, all subsurface, surface and overhead utilities, structures and other facilities as are encountered in the prosecution of the work.

(b) In the event that subsurface, surface, or overhead utilities, structures or other facilities are required to be disturbed or removed out permit the construction of the work, the Contractor shall not do any work that would affect such utilities, structures or facilities, or enter upon the right of way or other lands appurtenant thereto until notified by the Engineer that authority has been obtained to do so. The Engineer will make all necessary arrangements with the owner or other utilities for their relocation and reconnection, without cost to the Contractor, including the reconnection of services and the resurfacing of trenches required for said location; provided such arrangements shall not relieve the Contractor of his responsibilities as outlined in Section 2(b) of these General Conditions, nor the responsibility of proper care and protection of any utilities, structures or facilities encountered because of such varying conditions. The Contractor shall coordinate his operations with those of the owner or owners concerned with the disturbance or removal of facilities to minimize the inconvenience imposed on all affected parties.

(c) Except as provided in Section 4215 of the Government Code and in the event the Contractor disturbs, disconnects or damages any subsurface, surface, or overhead utility, structure or other facility prior to the making of necessary arrangements by the Engineer with the owner thereof, he shall immediately give to the owner notice of said disturbance, disconnection, or damage, and the Contractor shall assume all responsibility connected therewith, event in the even such damage occurs after backfilling

or is not discovered until after completion of backfilling, and the provisions of this subsection shall continue in force until the termination of the guarantee period provided.

(d) All facilities removed shall be reconstructed as promptly as is possible in its original or other authorized location, and in a condition at least as good as when removed and subject to the inspection of the owner or of the governing body having jurisdiction.

(e) During the performance of the work under these Specifications, the owners or agencies in control of any of the facilities affected by the work shall have the right to enter, when necessary, upon the project right of way, or upon any street or other public way affected by the Contractor's operations, or any portion thereof, for the purpose of maintaining service and of making changes in or repairs to said facilities.

(f) The District reserves the right during the progress of the work and upon determination of the actual position of the existing utilities, structures, and other facilities, to make changes in the grade or alignment, or both, of the District's facilities wherever by so doing the necessity for relocation as provided herein of such utility, structures, or other facility will be avoided; provided that such changes shall not entitle the Contractor to additional compensation other than according to the prices named in the Bidding Sheet for the respective contract items.

(g) In the event the Contractor discovers a substructure as defined in Section 4215 of the Government Code and not identified by the District on the contract plans and Specifications, the Contractor shall be required to notify the District in writing. In the event that such discovery may cause extra work, the Contractor shall be required to obtain written authorization to change or modify the work according to Sections 14 and 18 of these General Conditions of the Specifications.

(h) Whether the Contractor is entitled to any additional compensation for any work hereinbefore described in Section 36 of these General Conditions shall be governed by the applicable portions of Section 4215 of the Government Code or amendments thereto.

(i) The Contractor shall make every effort to protect and preserve all trees encountered in the work. Any trees which unreasonably interfere with the work shall, with the approval of the Engineer, be removed by the Contractor. The cost of the removal shall be borne by the Contractor.

36. Materials, Workmanship, and Tests. The Contractor shall submit samples, specimens, or test pieces of such materials to be furnished or used in the work as the Engineer shall require. All materials must be new and must be of the specified quality and equal to approved samples. The Contractor shall furnish, without cost to the District, such quantities of construction materials as may be required for test purposes, and shall place at the Engineer's disposal all available facilities for and cooperate with him in the sampling and testing of all materials and workmanship. All work shall be done and completed in a thorough workmanlike manner, notwithstanding any omission from these Specifications or the Drawings.

37. Certification of Materials and Equipment

(a) All materials and equipment furnished by the Contractor shall be according to these Specifications. Any time when requested by the Engineer, the Contractor shall furnish written certification from the manufacturer of the various materials and equipment that such materials and equipment do meet all of the requirements of these Specifications. When requested by the Engineer, such certification shall be

furnished to the District before payment to the Contractor, for the material and/or equipment in question, will be made.

(b) Where reference is made in these Specifications to a specification or test designation of the American Water Works Association, the American Society for Testing and Materials, the American Association of State Highway Officials, Federal Specifications, or any other recognized national organization, and the number or other identification accompanying the test designation representing the year of adoption of latest revision of the test is omitted, it shall mean the test method in effect on the date of the Notice Inviting Bids for the work.

38. Defective Work or Materials.

(a) The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein prescribed, and defective work shall be made good, and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously inspected by the Engineer and accepted or estimated for payment. If the work, or any part thereof, shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect without compensation in a manner satisfactory to the Engineer and shall be charged for any excess material furnished by the District.

(b) If any materials furnished and brought upon the ground by the Contractor for use in the work, or selected for the same by him, shall be condemned by the Engineer as unsuitable or not in conformity with the Specifications, the Contractor shall forthwith discard such materials and remove them to a satisfactory distance from the vicinity of the work.

(c) If the Contractor shall fail or neglect to make ordered repairs of defective work or to remove condemned materials from the work within ten (10) days after the service by the Engineer of an order to do so, the Engineer acting on behalf of the District may make the ordered repairs or remove the condemned materials and deduct the cost thereof from any monies due the Contractor.

39. Use of "Or Equal."

(a) Any material or article of equipment designated by manufacturer's name, trade name, catalog reference or brand and qualified by "or equal" shall be understood to be a standard of quality and performance. Articles of other make will be acceptable provided they are, in the opinion of the Engineer, of equal quality and/or capable of equal performance. Names, brands and characteristics of proposed substitute materials shall be submitted to the Engineer for approval and no such substitute materials shall be purchased or delivered to the project until the Engineer's approval, in writing, has been obtained.

(b) The Contractor may be required to obtain certification from a qualified testing laboratory approved by the Engineer that such proposed substitute materials meet the minimum requirements in the Specifications, and/or that such proposed substitute materials are of equal quality and performance of the material or article designated in the Specifications. Such certification shall be required prior to obtaining the Engineer's approval, and shall be at the sole expense of the Contractor.

40. Property Rights in Materials.

(a) Nothing in this contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, or after payment has been made for the value of unused material delivered to the site of the work as provided for in Sections 45, 58 through 65 inclusive hereof. All such materials attached or affixed or unused shall become the property of the District.

(b) The District reserves the right to use any or all of the completed facilities either after said facilities are connected to the existing facilities or otherwise completed by the Contractor as set forth in Section 45 hereof and prior to acceptance of the work by the Board.

41. Title to Materials Found on the Work. Except as may otherwise be provided in these Specifications, the right to the use of all soil, stone, gravel, sand and all other materials and equipment developed or obtained in the excavation or other operations by the Contractor or any subcontractor or any of their employees, and the right to use and/or dispose of the same, are hereby expressly reserved by the District and neither the Contractor nor any subcontractor, nor any of their employees shall have any right, title or interest in or to any part thereof nor shall they, nor any of them, assert or make any claim thereto. The Contractor shall be permitted to use in the work without charge any such materials which meet the requirements of these Specifications.

42. Patents and Copyrights. The Contractor shall hold and save the District, its officers, agents and employees, harmless from liability of any nature and kind, including costs and expense, for or because of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliances, manufactured, furnished, or used by him in the performance of this contract, including their use by the District, unless otherwise specifically stipulated in this contract.

43. Responsibility for Safe Storage. The Contractor shall be responsible for the safe storage of the material furnished by or to him and accepted by him and intended for the work until it has been incorporated in the completed project. The interior of all pipe, fittings and other accessories shall be kept free from dirt and foreign matter at all times.

44. Completion. When in the opinion of the Contractor, the work under this contract has been fully completed according to the plans and Specifications, he shall notify the Engineer. Upon such notification, the Engineer shall, within a reasonable time, make a field inspection of the work and shall satisfy himself by examination and such tests as may be necessary that the work has been fully and properly completed according to the plans and Specifications. If any deficiencies are found, the Engineer shall notify the Contractor of the measures to be taken to correct them. When all deficiencies, if any, are corrected to the satisfaction of the Engineer, the work shall be deemed completed and the date of such completion shall be used in computing the Liquidated Damages, if any, as set forth in Section 24.

45. Final Cleanup. Upon completion of the work and before the final inspection and estimate is prepared, the Contractor shall, at his own expense, dispose of and remove from the vicinity of the work, all rubbish, unused materials and other items used under his direction during construction and perform cleanup to the satisfaction of the Engineer.

46. Responsibility for a Safe Place to Work.

(a) The Contractor's attention is directed to Section 4 of these General Conditions entitled, "Indemnification of District."

(b) The Contractor shall be responsible for the maintenance of a safe place to work and any safety in or about the work site. The Contractor shall be required to conform to all of the applicable Construction Safety Orders issued by the Division of Industrial Safety of the State of California.

(c) The contractor shall execute and maintain his work so as to avoid injury or damage to any person or property. The contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

(d) In carrying out his work, the contractor shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial Safety (Cal/OSHA) regulations. Safety precautions as applicable shall include, but not be limited to, adequate life protection, and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures.

(e) The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local emergency response services shall be prominently displayed adjacent to telephones at the project site.

47. Public Convenience and Safety.

(a) The Contractor shall provide for the protection of the traveling public. The Contractor shall be required to furnish and maintain safety devices and other measures required for the public safety, which devices and measures shall conform to the requirements of Section 21406 of the Vehicle Code, any sign manual and current standard specifications of the Division of Highways. The Contractor shall conduct his operation to avoid unnecessary interference with the flow of traffic along highways, streets, roads, etc., used for vehicular traffic. Where any highway, street, road, etc., used for vehicular traffic is required to be kept open, the Contractor shall be required to furnish and maintain warning signs, lights, barricades, flagmen and other safety devices and measures necessary to provide adequate protection of the traveling public. Such protection shall be at the sole expense of the Contractor. Any highway, street maintenance or repair work required by local authorities concerning necessary operation under this contract shall be performed by the Contractor at his sole expense.

(b) Vehicular access to any driveway shall be maintained to the property line unless necessary construction precludes such access for reasonable periods of time.

(c) Vehicular and pedestrian access to any fire hydrant shall be maintained at all times during the construction of the work.

48. Safety, Sanitary and Medical Requirements.

(a) The Contractor, his employees and the subcontractors, if any, and their employees shall promptly and fully carry out the existing safety, sanitary and medical requirements as may from time to time be prescribed by the District to the end that proper work shall be conserved and safeguarded. In case such regulations and orders are not observed by the Contractor, they may be enforced by the Engineer at the Contractor's expense.

(b) Contractor shall notify District in writing within twenty-four (24) hours should an employee, officer or agent of Contractor or subcontractor incur personal injury while present on District properties or employed by District. District shall be furnished copies of all medical reports or accident reports filed or required by any local state or federal agency or regulatory body.

49. Character of Workers.

(a) None but skilled workers shall be employed on work requiring special qualifications. All equipment operators, pipelayers and jointers shall be well qualified and experienced in their work. All welding, however minor, shall be done by competent, certified welders, who have been qualified under Section IX of the ASME Boiler and Pressure Vessel Code, API Publication 1104 or such other standard as may be satisfactory to the Engineer. The Engineer shall have the right any time to call for and witness the making of test specimens by any welding operator according to these standards, and the expense of such tests shall be borne by the Contractor. When required in writing by the Engineer, the Contractor, or any subcontractor shall discharge any person who is, in the opinion of the Engineer, incompetent, unfaithful, disorderly or otherwise unsatisfactory, and shall not again employ such discharged person on the work except with the consent of the Engineer. Such discharge shall not be the basis of any claim for compensation or damages against the District or any of its officers.

(b) Enforcement of Order. The Contractor shall be responsible for maintaining good order at the site where work is performed under this contract and to that end shall employ such watchmen or other persons as may be required. Unauthorized persons shall be excluded from the site of the work. The Contractor shall not sell, nor shall he permit or suffer the introduction or use of, intoxicating liquors or narcotics upon the work embraced in these Specifications or upon any of the grounds occupied or controlled by him in connection with such works.

50. Subcontracts.

(a) Subcontracts will be permitted subject to the following provisions. No subcontract will be permitted which has the effect of avoiding the residence or wage requirements or any other provisions of the main contract. Individual subcontractors or members of contracting or subcontracting organizations personally engaged upon the work shall be subject to all the requirements of these specifications applicable to employees working for wages, including but not limited to, wages, hours of work, character of workers and certified payrolls.

(b) Reference is hereby made to the provisions of the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100, commencing with Section 4100, also known as the "Subletting and Subcontracting Fair Practices Act," which is incorporated herein and made a part hereof by reference, and the Contractor is bound thereby and shall be subject to the consequences named in Sections 4110 and 4111 of said Act in event of his violation thereof. Each bidder shall, in his bid or offer, set forth:

(1) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the Contractor's total bid or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid; and (2) The portion of the work which will be done by each such subcontractor under said Act. The Contractor shall list only one subcontractor for each such portion as defined by the Contractor in his bid. If the Contractor fails to specify a subcontractor or if the Contractor specifies more than one subcontractor for the same one-half of one percent of the Contractor's total bid, the Contractor agrees that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

51. Access to the Site and Haul Routes.

(a) The Contractor shall make his own investigation of the condition of available public or private roads or other access, and of clearances, restrictions, bridge load limits, bond requirements, and other limitations that affect or may affect transportation and ingress and egress at the job site. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of work. It shall be the Contractor's own responsibility to construct and maintain, at his own expense and at his own risk, any haul roads, access roads, bridges, or drainage structures required for construction operations.

(b) The use of existing roads (public or private) shall be at the Contractor's own expense and risk. It shall be the Contractor's responsibility to anticipate and meet all conditions properly imposed upon the use of existing roads by those having jurisdiction thereover, including (without limitation of the generality of the foregoing) seasonal or other limitations or restrictions, the payment of excess size and weight fees, and the posting of bonds conditioned upon repair of road damage caused by contract-generated traffic.

(c) The hauling of sand, gravel, asphalt or other intra job hauling, over public highways, roads or bridges, shall be in compliance with the applicable regulations and shall be such as to minimize interference with or congestion of local traffic.

(d) The cost of all work described in this paragraph shall be included in the prices bid in the schedule for other items of work.

52. Irregular Hours.

(a) When any work is to be performed at a time other than regular working hours Monday through Friday, the Engineer shall be given advance notice. In the event of Saturday and/or Sunday work, the approval of the Engineer shall be required before such work will be allowed. All costs for inspection attributed to irregular working hours shall be borne by the Contractor and shall be deducted from the contract amount. Irregular working hours shall be defined as follows, except for certain specialized jobs and circumstances:

- (1) Before 8:00 a.m. Monday through Friday.
- (2) After 4:30 p.m. Monday through Friday.
- (3) Anytime Saturday, Sunday, or District's Holidays.

(b) The Contractor will be exempt from this provision only for such work as required by the Specifications to be completed at other than working hours.

53. Eight-hour Law. In accordance with the provisions of Articles 1 and 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California eight (8) hours constitute a legal day's work. The Contractor shall forfeit, as a penalty to the District, \$25.00 for each worker employed in the execution of the contract by the Contractor or any subcontractor under him: for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, except that work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay as provided in said Section 1815. The Contractor and each subcontractor shall keep accurate records showing the name of and schedule of hours worked by each worker employed by him concerning the contract. The records shall be kept open at all reasonable hours to inspection by the District and the Division of Labor Law Enforcement.

54. Payment of Wages. The issuance as payment for wages of any evidence of indebtedness is prohibited unless the same is negotiable and payable on demand without discount. Wages must be paid at least semi-monthly on regular pay days established in advance, and shall include all amounts for labor or services performed by employees of every description as required under the provisions of the California Labor Code.

55. Prevailing Rate of Per Diem Wages. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages and not less than the general prevailing rate of per diem wages for legal holiday and overtime work for each craft or type of worker needed to execute the work contemplated under this contract, as determined by the District and as set forth in the schedule of such wages currently on file in the District office, shall be paid to all workers employed on such work by the Contractor or by any subcontractor doing or contracting to do any part of said work. The Contractor shall comply with Labor Code Section 1775. According to said Section 1775, the Contractor shall forfeit, as a penalty to the District, \$25 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated 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 stipulated prevailing wage rate shall be paid to each worker by the Contractor. The Contractor and each subcontractor shall keep accurate records showing the name of and schedule of hours worked by each worker employed by him in connection with the contract. The records shall be kept open at all reasonable hours to inspection of the District and the Division of Labor Law Enforcement.

56. Unpaid Claims. If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims may be filed as prescribed by Section 3184 of the Civil Code, any person or persons shall bring against the District or against any agent or agents thereof any action to enforce such claim, the District shall, until the discharge thereof, withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract

as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the District shall in its discretion permit the Contractor to file such additional bond as is authorized by Section 3196 of the Civil Code, in a penal sum equal to one and one-fourth times the amount of said claim, said moneys shall not thereafter be withheld due to such claim.

57. Monthly Cost Estimates - Progress and Final Progress Payment.

(a) The Contractor shall submit, by the third calendar day of each month on a form acceptable to the District, his estimate of the amount and value of all acceptable work and any extra work or changes approved by the District, up to the last day of the preceding calendar month, for the District's approval; and the Contractor will request a progress payment for the work completed thereof.

(b) A deduction of five (5) percent shall be made from the total thus computed, and from the remainder there shall be further deducted any amounts due the District from the Contractor for supplies or materials furnished or services rendered and any other amounts that may be due the District under the terms of the contract. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the progress payment for that month. Such progress estimates shall not be required to be made by strict measurement, but they may be made by measurement or by estimation, or partly by one method and partly by the other, and it shall be sufficient if they are approximate only.

(c) Pursuant to Public Contract Code Section 22300, at the request and expense of the Contractor, securities equivalent to the amounts, if any, withheld by the District to ensure performance under this contract shall be deposited with the District. The District shall pay such moneys to the Contractor upon satisfactory completion of the contract. Securities eligible for investment under this section shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If the securities to be deposited by the Contractor pursuant to this provision are in registered form, the registration shall be transferred to the District.

(d) The Engineer shall approve the amount and value of all acceptable work and any extra work or changes approved by the District. Upon mutual agreement thereto, the Engineer will forward the approved estimate to the Administrative Services Manager for payment of the progress or final progress payment within ten (10) days thereafter.

(e) In the event that the Contractor and the District cannot mutually agree as to the amount and value of any item of work in the progress payment, the District will authorize payment of that portion of the progress and final progress payment to which the Contractor and the District have mutually agreed.

(f) The Contractor shall file with the District, within five (5) calendar days after the Engineer has issued written notice of the disputed items to the Contractor, a written statement setting forth in complete detail the basis for his disagreement, including, but not limited to, any amount or value in disagreement or dispute.

(g) Upon receipt of the Contractor's written statement, the General Manager shall investigate and consider the items of disagreement or dispute and render a decision thereon within a reasonable time, which decision shall be conclusive.

(h) In the event that the Contractor disagrees with the General Manager's decision, the Contractor's cost to the Contract for the delay in receiving the disputed balance of any progress or final progress payment, may be an item for arbitration according to Section 65 of the General Conditions.

(i) In the event the contract or any part thereof shall be suspended as provided in Section 21, the retained percentage as provided in Section 58(b) shall become the sole and absolute property of the District to the extent necessary to repay the District any excess in the cost of the work above the contract price. After issuance of notice to discontinue work, no payment upon progress estimates or otherwise shall thereafter be made to the Contractor for the work covered by said notice until completion of work and final settlement.

(j) The making of an estimate and payment in accordance therewith shall not preclude the District from demanding and recovering from the Contractor such damages as it may be entitled to under the contract because of his failure to comply with the Specifications.

58. Final Cost Statement.

(a) Final Cost Statement is a document which summarizes all of the Contractor's earnings under this contract and any amounts due the District from the Contractor, and from which the final payment is made.

(b) Upon completion of all of the work to be performed under this contract as set forth in Section 45, the Contractor shall submit for approval by the District in a form satisfactory to the District the amount and value of all acceptable work, and all extra work or changes approved by the District.

(c) The Engineer shall approve the amount and value of all acceptable work and any extra work or changes approved by the District. Upon mutual agreement thereof, this District will prepare the Final Cost Statement document which shall be submitted to the Contractor for his acceptance and signature.

(d) Upon endorsement by the Contractor of the Final Cost Statement, the District shall accept the work and authorize the final payment according to Sections 61 and 62 hereof.

59. Disputed Final Payment.

(a) In the event that the Contractor and the District cannot mutually agree as to the amount and value of the work, as set forth in this Final Cost Statement, the District will prepare the Final Cost Statement based upon the Engineer's determination of the amount and value of the work to which this Contractor may be entitled. Upon receipt of this Final Cost Statement, the Contractor shall file with the District within five (5) calendar days thereafter, a written statement setting forth in complete detail the basis for his disagreement, including, but not limited to, any amount or value in disagreement or dispute.

(b) The Board reserves the right to accept the work and file the necessary Notice of Completion.

(c) The Board shall investigate and consider the items of disagreement or dispute and render its decision thereon as to the amount due the Contractor within a reasonable time.

(d) The District will authorize payment of that portion of the Final Cost Statement to which the Contractor and the District have mutually agreed according to Section 58 hereof. Reference is made to Section 64 of these General Conditions.

60. Acceptance. Upon endorsement by the Contractor of the final cost statement, the Engineer shall prepare a memorandum of completion to advise the Board that the work has been satisfactorily completed and is ready for acceptance. At its next succeeding meeting, the Board shall consider acceptance of the work, and upon acceptance, shall authorize payment to the Contractor.

61. Final Payment.

(a) At the end of thirty-five (35) days after filing the notice of completion, as set forth above, the total balance due the Contractor, or in case of a dispute, any portion of the total balance which has been mutually agreed is not in dispute, if unencumbered, or any part thereof unencumbered, shall be paid provided that a guarantee bond shall have been filed with the District.

(b) For the purposes of this section, unencumbered balance means that portion over and above the face amount of all the stop notices on file with the District plus 25 percent of the face amount for potential interest and the cost of litigation as provided for in the Civil Code Section 3186-7.

62. Final Payment Terminates Liability.

(a) The acceptance by the Contractor of the final payment aforesaid shall be a release to the District and its agents from all claim liability to the Contractor for anything done related to the work or for any act or neglect of the District related to the work, except the claim against the District for the remainder, if any, of the amounts kept or retained as hereinbefore provided.

(b) No agent of the District shall be personally responsible for any liability arising under the contract. No claim shall be made or filed, and neither the District nor any of its agents shall be liable for, or held to pay any money, except as specifically provided in the contract.

63. Releases.

(a) Prior to payment of the final progress payment, the District may require the Contractor to obtain releases from each of the subs, material suppliers, equipment rental firms and employees, whether or not any have filed a preliminary notice with District, who have performed any work for the Contractor under this contract for which any payment may be warranted.

(b) Releases shall be submitted in a form approved by the District. Conditional releases may be unacceptable and acceptance thereof will be at the discretion of the District.

64. Disputes Settled by Arbitration. In the event there is a dispute between the parties as to any of the terms and conditions of this agreement, including but not limited to the accounting rendered by the District, and said dispute cannot be resolved according to Section 59 of these General Conditions, the dispute shall be submitted to arbitration before a single arbitrator agreed to by the parties or failing such agreement

appointed by the American Arbitration Association and resolved according to Article 1.5 of the Public Contract Code. Regardless of the manner of appointment of said arbitrator, the arbitration shall be conducted according to the then prevailing rules of the American Arbitration Association for commercial arbitration, except that each party shall bear their own costs and attorney's fees which they incur.

(a) As required under Section 20104, et seq., of the California Public Contract Code (Stats. of 1990), any demand of \$375,000 or less, by the Contractor for a time extension, payment of money, or damages arising from the work done by or on behalf of the Contractor pursuant to this Contract; or payment of an amount which is disputed by District shall be processed in accordance with the provisions of said Section 20104, et seq., related to informal conferences, non-binding judicially-supervised mediation, and judicial arbitration.

(b) A single written claim shall be filed under this Article prior to the date of final payment for all demands resulting out of the Contract.

(c) Within thirty (30) days of the receipt of the claim, District may request additional documentation supporting the claim or relating to defenses or claims District may have against the Contractor. If the amount of the claim is less than \$50,000, the Contractor shall respond to the request for additional information within fifteen (15) days after receipt of the request. The Contractor shall respond to the request within thirty (30) days of receipt if the amount of the claim exceeds \$50,000, but is less than \$375,000.

(d) Unless further documentation is requested, District shall respond to the claim within forty-five (45) days if the amount of the claim is less than \$50,000, or within sixty (60) days if the amount of the claim is more than \$50,000 but less than \$375,000. If further documentation is requested, District shall respond within the same amount of time taken by Contractor to respond, or fifteen (15) days, whichever is greater, after receipt of the information if the claim is less than \$50,000. If the claim is more than \$50,000 but less than \$375,000 and further documentation is requested by District, District shall respond within the same amount of time taken by the Contractor to respond or thirty (30) days, whichever is greater.

(e) If the Contractor disputes District's response, or District fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on District within fifteen (15) days after the deadline of District to respond or within fifteen (15) days of District's response, whichever occurs first. District shall schedule the meet and confer conference within thirty (30) days of the request.

(f) If following the meet and confer conference the claim or any portion remains in dispute, the claimant may pursue the remedies authorized by law. For purposes of these provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim until the time the claim is denied, including any period of time utilized by the meet and confer conference.

END OF PART B

PART C

SPECIAL CONDITIONS

1. Requirement. The work to be performed under this contract shall consist of furnishing all plans, tools, materials, supplies and manufactured articles and for furnishing all transportation, services, including fuel, power and water, and essential communications and the performance of all labor, work or other operations required for the fulfillment of the contract in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof, and including such detail sketches as may be furnished by the Engineer from time to time during the construction in explanation of said drawings. The work shall be complete, and work, materials and services not expressly called for in the specifications or not shown on the drawings, which may be necessary for complete and proper construction to carry out the contract in good faith, shall be performed, furnished and installed by the Contractor at no increase in cost to the District.

2. General Description. Casitas Municipal Water District (District) is soliciting formal bids for a one-year contract for asphalt work to be completed during the 2017 – 2018 fiscal year (July 1st, 2017 – June 30th, 2018). If mutually agreed upon, this contract can be extended on an annual basis. Work locations are contained within the Casitas Municipal Water District boundaries of Ventura County, California. All asphalt work will include the following:
 - (a) Provide any and all traffic control in accordance with the governing agency requirements.
 - (b) Remove cold mix and tack coat dugout edges.
 - (c) Compact subgrade/replace subgrade with slurry.
 - (d) Tack coat and feather out edges to three inches or better from edges of dig out.
 - (e) For street patches, install ½ or ¾-inch aggregate asphalt concrete (AC) in accordance with Ventura County Transportation Standards and Plate E-10(a) and (b). For patches in Highway 1, Highway 33 and Highway 150, all patches shall meet Caltrans requirements.
 - (f) Finished asphalt surface to be smooth and flush with surrounding surface.
 - (f) All hydrant, line, and air relief valve cans shall be completed in accordance with Plate E-4(a) of Ventura County Road Standards.

3. General Sequence of Asphalt Work.
 - (a) The District will notify the Contractor and provide a patch list along with any additional instructions and a Notice to Proceed.
 - (b) Contractor will notify District Engineer of start date and general plan or order of asphalt work to be completed. A pre-construction meeting may be requested depending on the scope of work for each patch list.

- (c) District Engineer verifies all asphalt work is completed in a manner consistent with the governing agency standards and verifies measurement of work completed.
- (d) Contractor submits an invoice for payment.

4. Anticipated Annual Workload. Exhibit B summarizes asphalt work performed over the last four fiscal years and is intended to show the variation that can occur from year to year. The District has recently acquired an additional thirty-two miles of pipeline and approximately 3,000 services within the City of Ojai and anticipates an increase in the number of patches going forward

5. Initial Patch List. Exhibits C-1 and C-2 are the initial list of patches and valve cans to be completed once the bid has been awarded. If additional asphalt is needed between now and award of contract; the Contractor will be provided an updated list prior to start of work.

6. Beginning and Completion of the Work. The Contractor shall begin the work within fourteen (14) calendar days after the date on the Notice to Proceed and shall complete all related work within fourteen (14) workdays of work start date notification. Work shall be performed on **Mondays through Fridays** unless otherwise approved by the District. All work shall be performed between the hours of **8:00 a.m. and 4:30 p.m. No work shall occur on District observed holidays.** The District will notify Contractor of any holidays with the twenty eight (28) days after a Notice to Proceed has been issued. The Contractor shall notify the District Inspector of work dates three (3) days in advance of work start. Time extensions for the project shall be granted with written permission from the District Engineer based on unreasonable weather conditions. **Any work extending past fourteen (14) work days after the start of work will be permitted only with written permission by the District Engineer. Extension of work will be granted only for unfavorable weather conditions.**

7. Contract Drawings. The Contractor’s attention is directed to Section 2 of the Part B General Conditions of these specifications. When deemed necessary by the Engineer, additional detailed drawings will be furnished the Contractor during the progress of the work. The contract drawings included in the contract are identified as follows:

<u>Sheet #</u>	<u>Title</u>	<u>Drawing #</u>
1.	District Boundaries for asphalt patchwork	Exhibit A
2.	Trench Bedding and Backfill in Existing Pavement	Plate E-10(a-b)
3.	Raising Existing Utility Cover	Plate E-4(a)

8. Permits. Patchwork will be conducted under encroachment permits obtained by the District from the governing agency whose right-of-way is encroached upon (Exhibits G, H and I). The Contractor is responsible for complying with all applicable conditions listed on the governing agency encroachment permit respective of where the asphalt work is being performed. The Contractor, at their sole expense, shall be required to obtain all other permits and/or licenses as required, including any duplicate permits required by the permitting agencies.

9. Access to the Site and Haul Routes.

(a) Contractor shall include complete mobilization in the unit price item for mobilization. No additional compensation will be granted for location of asphalt patchwork.

(b) The Contractor shall make his or her own investigation of the condition of the available public or private roads or other access, and of clearances, restrictions, bridge load limits, bond requirements and other limitation that affect or may affect transportation and ingress and egress at the job site. The unavailability of transportation facilities or limitation thereon shall not become a basis for claims for damages or extension of time for completion of work. It shall be the Contractor's responsibility to construct and maintain, at Contractor's own expense and at Contractor's own risk, any haul roads, access roads, bridges or drainage structures required by construction operations.

(c) Existing Public or Private Roads. The use of existing roads shall be at the Contractor's own expense and risk. It shall be the Contractor's responsibility to anticipate and meet all conditions properly imposed upon the use of existing roads by those having jurisdiction there over, including (without limitation of the generality of the foregoing) seasonal or other limitations or restrictions, the payment of excess size and weight fees, and the posting of bonds conditioned upon repair of road damage caused by contract-generated traffic. It shall be the Contractor's responsibility to satisfy all lawful demands for repair of damage to existing roads caused by contract-generated traffic and barricade public access to project sites.

(d) Haul Routes. The hauling of sand, gravel, earth materials or other intra-job hauling over public highways, roads or bridges shall be in compliance with the applicable local regulations and shall be such as to minimize interference with or congestion of local traffic.

(e) The Contractor shall provide worker training and follow-up reminders about traffic safety issues and restrictions to all employees and representatives from firms that will be traveling to the work site. Contractor shall promptly take corrective action, including forbidding the offending party from the work site, against parties found to be speeding on roads leading to the job site.

(f) Cost. The cost of all work described in this paragraph shall be included in the prices bid in the schedule for other items of work.

10. Water and Power. The Contractor will be required to make his or her own arrangements for water and power the Contractor may require during construction of the project. If water is obtained from existing District facilities, the water will be furnished free of charge, but Contractor shall install and subsequently remove at Contractor's expense, all temporary facilities required to obtain and use the water.

11. Safety.

(a) The Contractor shall execute and maintain Contractor's work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

(b) In carrying out the Contractor's work, the Contractor shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial Safety (Cal/OSHA) regulations. Safety precautions as applicable shall include, but not be limited to, adequate life protection, and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees; such machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; traffic control per County of Ventura requirements; and adequate facilities for the proper inspection and maintenance of all safety measures.

(c) The name and telephone number of at least one medical provider in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones.

12. Public Access. Contractor shall insure that all Contractor, subcontractor and employees adhere to traffic laws. The Contractor shall provide worker training and follow-up reminders about traffic safety issues and restrictions to all employees and representatives from firms that will be traveling to the work locations. Any employee or subcontractor that the District receives reports regarding failing to abide the traffic regulations shall be removed from the job and replaced at no cost to the District.

END OF PART C

PART D

MEASUREMENT AND PAYMENT

1. General. This section defines bid item prices and the manner in which they will be used to determine measurement and payment for all items included in the bid sheet.
2. Unbalanced Prices. Proposed bid item prices which are so unbalanced as to be detrimental to the District's interests may be rejected or cause rejection of the Bidder's entire bid at the discretion of the District.
3. Costs Included. Each proposed bid item price shall cover all costs and charges, including, without limitation, the costs of materials, fabrication, delivery, installation or application, supervision, bond and insurance charges, overhead, profit and taxes. Quoted lump sum prices shall be the exact amount to be applied for the work actually provided for the purpose of establishing the payment due the Contractor.
4. Term of Prices. Quoted bid item prices accepted by the District shall be held good and in effect until the work is completed and accepted by the District unless modified by change order.
5. Measurement and Payment.
 - (a) This section defines the manner and method of measurement and payment for all items included in the Proposal and as amended by change order.
 - (b) Compensation for all plant, equipment, tools, materials, labor, service, safety, permits, and all other items required to complete the work in conformity with the contract documents will be included in the payment provided in this section unless specifically excluded. No other compensation will be made except for the items listed on the bid sheet. Work for which no separate payment has been provided will be considered as a subsidiary obligation of the Contractor and the cost therefor shall be included in the applicable contract price for the item to which the work applies. All measurements of the work done will be made by the Engineer.

Bid Item No. 1 – Initial Mobilization / Demobilization to and between all patch locations. The lump sum price for mobilization / demobilization shall include mobilization/demobilization of all necessary equipment, materials, labor, bonds, insurance and miscellaneous items to all patch locations. The lump sum price is for the initial mobilization only. There shall be only one initial mobilization/demobilization included in this agreement. No additional compensation will be granted for locations of asphalt patchwork that are added before demobilization for the initial work has been completed.

Bid Item No. 2 – Mobilization / Demobilization to and between all patch locations. The unit price payment of mobilization / demobilization shall include the cost to mobilize/demobilize all necessary equipment, materials, labor and miscellaneous items to all patch locations for all subsequent notifications to start work after the initial notification. The unit price is per request or notification by District to the Contractor of asphalt work to be done. No additional compensation will be granted for locations of asphalt patchwork.

Asphalt Patchwork in Private Roadways and/or at District Facilities

Bid Item 3 – Remove cold mix and install ½ or ¾ - inch aggregate asphalt concrete (AC) and compact to a thickness of two (2) inches. Measurement shall be based on the cumulative square footage of patches completed in private roadways and District facilities requiring 2” of AC and includes removal of cold mix and tack coat dugout edges, compact subgrade, tack coat and feather out edges to three inches or better from edges of dig out, install ½ or ¾ - inch aggregate AC and compaction, finished asphalt surface is to be smooth and flush with surrounding surface.

Bid Item 4 – Remove cold mix and install ½ or ¾ - inch aggregate asphalt concrete (AC) and compact to a thickness of three (3) inches. Measurement shall be based on the cumulative square footage of patches completed in private roadways and District facilities requiring 3” of AC and includes removal of cold mix and tack coat dugout edges, compact subgrade, tack coat and feather out edges to three inches or better from edges of dig out, install ½ or ¾ - inch aggregate AC and compaction, finished asphalt surface is to be smooth and flush with surrounding surface.

Bid Item 5 – Remove cold mix and install ½ or ¾ - inch aggregate asphalt concrete (AC) and compact to a thickness of four (4) inches. Measurement shall be based on the cumulative square footage of patches completed in private roadways and District facilities requiring 4” of AC and includes removal of cold mix and tack coat dugout edges, compact subgrade, tack coat and feather out edges to three inches or better from edges of dig out, install ½ or ¾ - inch aggregate AC and compaction, finished asphalt surface is to be smooth and flush with surrounding surface.

Bid Item 6 – Remove cold mix and install ½ or ¾ - inch aggregate asphalt concrete (AC) and compact to a thickness of six (6) inches. Measurement shall be based on the cumulative square footage of patches completed in private roadways and District facilities requiring 6” of AC and includes removal of cold mix and tack coat dugout edges, compact subgrade, tack coat and feather out edges to three inches or better from edges of dig out, install ½ or ¾ - inch aggregate AC and compaction, finished asphalt surface is to be smooth and flush with surrounding surface.

Bid Item 7 – Grind perimeter of patch to a depth of 1-1/2 inches and provide and compact 1-1/2 inches of asphalt concrete (AC). Measurement shall be based on the cumulative square footage completed in private roadways and District facilities requiring grinding existing concrete along the outside top of trench to a width specified by the District Engineer (1 foot minimum), tack coat and feather out edges to three inches or better from edges of grind, install ½ or ¾ - inch aggregate AC and compaction, finished asphalt surface is to be smooth and flush with surrounding. Unit price includes removal and disposal of AC grindings in compliance with all local, state and federal requirements All patches are to be in accordance with Caltrans Road Standards.

Bid Item 8 – Raise valve can in accordance with Plate E-4(a) of Ventura County Road Standards (excluding AC). Measurement shall be based on the number of valve cans raised in private roadways and District facilities. Valve cans should be in accordance with Plate E-4(a) “Raising Existing Utility Cover” and shall include the concrete collar. Subsequent patch will be based on the unit price depending on the thickness of AC installation.

Asphalt Patch in County of Ventura Right-of-Way

Bid Item 9 – Remove cold mix and install ½ or ¾ - inch aggregate asphalt concrete (AC) and compact to a thickness of three (3) inches. Measurement shall be based on the cumulative square footage of patches completed within the County of Ventura’s right-of-way requiring 3” of AC and includes removal of cold mix and tack coat dugout edges, compact subgrade, tack coat and feather out edges to three inches or better from edges of dig out, install ½ or ¾ - inch aggregate AC and compaction, finished asphalt surface is to be smooth and flush with surrounding surface. All patches are to be in accordance with County of Ventura Road Standards.

Bid Item 10 – Remove cold mix and install ½ or ¾ - inch aggregate asphalt concrete (AC) and compact to a thickness of four (4) inches. Measurement shall be based on the cumulative square footage of patches completed within the County of Ventura’s right-of-way requiring 4” of AC and includes removal of cold mix and tack coat dugout edges, compact subgrade, tack coat and feather out edges to three inches or better from edges of dig out, install ½ or ¾ - inch aggregate AC and compaction, finished asphalt surface is to be smooth and flush with surrounding surface. All patches are to be in accordance with County of Ventura Road Standards.

Bid Item 11 – Remove cold mix and install ½ or ¾ - inch aggregate asphalt concrete (AC) and compact to a thickness of six (6) inches. Measurement shall be based on the cumulative square footage of patches completed within the County of Ventura’s right-of-way requiring 6” of AC and includes removal of cold mix and tack coat dugout edges, compact subgrade, tack coat and feather out edges to three inches or better from edges of dig out, install ½ or ¾ - inch aggregate AC and compaction, finished asphalt surface is to be smooth and flush with surrounding surface. All patches are to be in accordance with County of Ventura Road Standards.

Bid Item 12 – Grind perimeter of patch to a depth of 1-1/2 inches and provide and compact 1-1/2 inches of asphalt concrete (AC). Measurement shall be based on the cumulative square footage completed within the County of Ventura’s right-of-way requiring grinding existing AC along the outside top of trench to a width specified by the County of Ventura Public Works Construction Inspector (1 foot minimum), tack coat and feather out edges to three inches or better from edges of grind, install ½ or ¾ - inch aggregate AC and compaction, finished asphalt surface is to be smooth and flush with surrounding. All patches are to be in accordance with County of Ventura Road Standards. Unit price includes removal and disposal of AC grindings in compliance with all local, state and federal requirements All patches are to be in accordance with Caltrans Road Standards.

Bid Item 13 – Raise valve can in accordance with Plate E-4(a) of Ventura County Road Standards (excluding AC). Measurement shall be based on the number of valve cans raised within the County of Ventura’s right-of-way. Valve cans should be in accordance with Plate E-4(a) “Raising Existing Utility Cover” and shall include the concrete collar. Subsequent patch will be based on the unit price depending on the thickness of AC installation.

Asphalt Patch in City of Ojai Right-of-Way

Bid Item 14 – Remove cold mix and install asphalt concrete (AC) per City of Ojai requirements and compact to a thickness of three (3) inches. Measurement shall be based on the cumulative square footage of patches completed within the City of Ojai’s right-of-way requiring 3” of AC and includes removal of cold mix and tack coat dugout edges, compact subgrade, tack coat and feather out edges to three inches or better from edges of dig out, install AC and compact per City of Ojai requirements (3/8-inch aggregate for recently paved roadways, ½ or ¾ - inch aggregate for other patchwork). Finished asphalt surface is to be smooth and flush with surrounding surface. All patches are to be in accordance with City of Ojai Road Standards.

Bid Item 15 – Remove cold mix and install asphalt concrete (AC) per City of Ojai requirements and compact to a thickness of four (4) inches. Measurement shall be based on the cumulative square footage of patches completed within the City of Ojai’s right-of-way requiring 4” of AC and includes removal of cold mix and tack coat dugout edges, compact subgrade, tack coat and feather out edges to three inches or better from edges of dig out, install AC and compact per City of Ojai requirements (3/8-inch aggregate for recently paved roadways, ½ or ¾ - inch aggregate for other patchwork). Finished asphalt surface is to be smooth and flush with surrounding surface. All patches are to be in accordance with City of Ojai Road Standards.

Bid Item 16 – Remove cold mix and install asphalt concrete (AC) per City of Ojai requirements and compact to a thickness of six (6) inches. Measurement shall be based on the cumulative square footage of patches completed within the City of Ojai’s right-of-way requiring 6” of AC and includes removal of cold mix and tack coat dugout edges, compact subgrade, tack coat and feather out edges to three inches or better from edges of dig out, install AC and compact per City of Ojai requirements (3/8-inch aggregate for recently paved roadways, ½ or ¾ - inch aggregate for other patchwork). Finished asphalt surface is to be smooth and flush with surrounding surface. All patches are to be in accordance with City of Ojai Road Standards.

Bid Item 17 – Grind perimeter of patch to a depth of 1-1/2 inches and provide and compact 1-1/2 inches of asphalt concrete (AC). Measurement shall be based on the cumulative square footage completed within the City of Ojai’s right-of-way requiring grinding existing AC along the outside top of trench to a width specified by the City of Ojai Public Works Inspector (1 foot minimum), tack coat and feather out edges to three inches or better from edges of grind, install AC and compact per City of Ojai requirements (3/8-inch aggregate for recently paved roadways, ½ or ¾ - inch aggregate for other patchwork). Finished asphalt surface is to be smooth and flush with surrounding surface. All patches are to be in accordance with City of Ojai Road Standards. Unit price includes removal and disposal of AC grindings in compliance with all local, state and federal requirements All patches are to be in accordance with Caltrans Road Standards.

Bid Item 18 – Raise valve can in accordance with Plate E-4(a) of Ventura County Road Standards (excluding AC). Measurement shall be based on the number of valve cans raised within the City of Ojai’s right-of-way. Valve cans should be in accordance with Plate E-4(a) “Raising Existing Utility Cover” and shall include the concrete collar. Subsequent patch (typically 3-foot diameter) will be based on the unit price depending on the thickness of AC installation.

Asphalt Patch in Caltrans Right-of-Way

Bid Item 19 – Remove cold mix and install ½ or ¾ - inch aggregate asphalt concrete (AC) and compact to a thickness of three (3) inches. Measurement shall be based on the cumulative square footage of patches completed within Caltrans' right-of-way requiring 3" of AC and includes removal of cold mix and tack coat dugout edges, compact subgrade, tack coat and feather out edges to three inches or better from edges of dig out, install ½ or ¾ - inch aggregate AC and compaction, finished asphalt surface is to be smooth and flush with surrounding surface. All patches are to be in accordance with Caltrans Road Standards.

Bid Item 20 – Remove cold mix and install ½ or ¾ - inch aggregate asphalt concrete (AC) and compact to a thickness of four (4) inches. Measurement shall be based on the cumulative square footage of patches completed within Caltrans' right-of-way requiring 4" of AC and includes removal of cold mix and tack coat dugout edges, compact subgrade, tack coat and feather out edges to three inches or better from edges of dig out, install ½ or ¾ - inch aggregate AC and compaction, finished asphalt surface is to be smooth and flush with surrounding surface. All patches are to be in accordance with Caltrans Road Standards.

Bid Item 21 – Remove cold mix and install ½ or ¾ - inch aggregate asphalt concrete (AC) and compact to a thickness of six (6) inches. Measurement shall be based on the cumulative square footage of patches completed within Caltrans' right-of-way requiring 6" of AC and includes removal of cold mix and tack coat dugout edges, compact subgrade, tack coat and feather out edges to three inches or better from edges of dig out, install ½ or ¾ - inch aggregate AC and compaction, finished asphalt surface is to be smooth and flush with surrounding surface. All patches are to be in accordance with Caltrans Road Standards.

Bid Item 22 – Grind perimeter of patch to a depth of 1-1/2 inches and provide and compact 1-1/2 inches of asphalt concrete (AC). Measurement shall be based on the cumulative square footage completed within the Caltrans' right-of-way requiring grinding existing AC along the outside top of trench to a width specified by the Caltrans' Public Works Inspector (1 foot minimum), tack coat and feather out edges to three inches or better from edges of grind, install ½ or ¾ - inch aggregate AC and compaction, finished asphalt surface is to be smooth and flush with surrounding. Unit price includes removal and disposal of AC grindings in compliance with all local, state and federal requirements All patches are to be in accordance with Caltrans Road Standards.

Bid Item 23 – Raise valve can in accordance with Plate E-4(a) of Ventura County Road Standards (excluding AC). Measurement shall be based on the number of valve cans raised within Caltrans' right-of-way. Valve cans should be in accordance with Plate E-4(a) "Raising Existing Utility Cover" and shall include the concrete collar. Subsequent patch (typically 3-foot diameter) will be based on the unit price depending on the thickness of AC installation.

Traffic Control

Bid Item 24 – Provide traffic control for work done in roadways with posted speed limits of 25 MPH and below. Measurement shall be based on the cumulative number of traffic control set-up and take-downs per 50-foot radius of patchwork. Traffic Control is to be in accordance with the governing agency requirements and the Work Area Traffic Control Handbook (WATCH) minimum recommended channelizer and sign spacing.

Bid Item 25 – Provide traffic control for work done in roadways with posted speed limits of 30 – 40 MPH. Measurement shall be based on the cumulative number of traffic control set-up and take-downs per 50-foot radius of patchwork. Traffic Control is to be in accordance with the governing agency requirements and the Work Area Traffic Control Handbook (WATCH) minimum recommended channelizer and sign spacing.

Bid Item 26 – Provide traffic control for work done in roadways with posted speed limits of 45 – 55 MPH. Measurement shall be based on the cumulative number of traffic control set-up and take-downs per 50-foot radius of patchwork. Traffic Control is to be in accordance with the governing agency requirements and the Work Area Traffic Control Handbook (WATCH) minimum recommended channelizer and sign spacing.

Miscellaneous

Bid Item 27 – Placement and removal of steel plate. Measurement shall be based on the total number of steel plates that are placed of the correct size and shape and with any necessary cut-out that is required to allow for traffic over trench or valve can while slurry or concrete is allowed to dry. Price shall include cold-mix and all necessary signage.

Bid Item 28 – Removal of existing concrete, prepare subgrade, pour and finish Portland Cement Concrete (PCC) at a thickness of three (3) inches. Measurement shall be based on the cumulative square footage concrete that is removed and replaced with 3-inch PCC. Unit price shall include saw cutting 2-inches into existing pavement at the nearest score lines to the trench, breaking remaining thickness, removal and disposal of concrete in compliance with all local, state and federal requirements, prepare subgrade, and replace with 330-AS-23 (560-A-3250) PCC at a thickness of 3-inches. Finished concrete shall be smooth and flush with surrounding PCC.

END OF PART D

EXHIBIT A: District Boundaries for asphalt patchwork

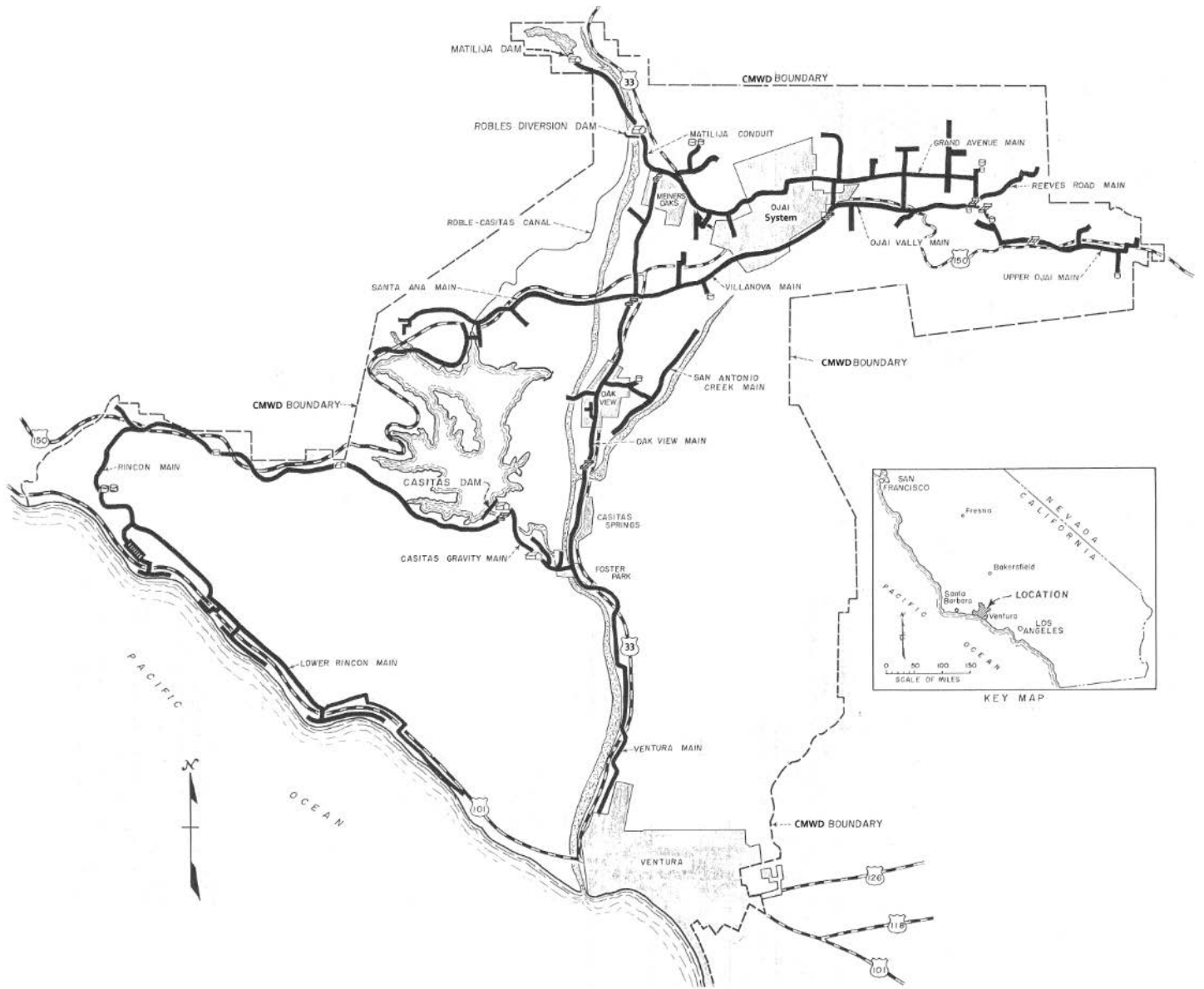


EXHIBIT B - Asphalt Patchwork Performed: (Fiscal Years 2012/13 through 2015/16)

Fiscal Year	No. Patches	<u>Square Footage per Thickness of AC^a</u>				Approx. Tonnage	Valve Cans
		1.5"	3"	4"	6"		
2012-2013	26	141	1343	271		32	0
2013-2014	34	102	338	245		11	17
2014-2015	46	334	728	732	1410	85	0
2015-2016	14	843	839	16		23	55

^a 3-ft diameter patch per valve can included in square footage calculation

**CASITAS MUNICIPAL WATER DISTRICT
EXHIBIT C-1 - ASPHALT REPAIR TABLE - JULY 2017**

Item #	Address	Nearest Cross Street	City	Governing Agency ^a	Patch Size	Patch Area (Sq. Feet)	Plate E-10a/County Required 1-Ft (12") Grinding All Around Patch with 1½" (38mm) Thick Asphalt	# of Patches	Thick-ness (Inches)	Posted Speed Limit (MPH)	Thomas Guide Ref.
1	403 Prospect St (Meter box)	Mahoney St	Oak View	CV	1 ft x 10 ft (perimeter of meter box)	10.00	11	1	3	25	451B7
2	252 High St	E Oak View Ave	Oak View	CV	2 ft x 5 ft and 2 ft x 5 ft	20.00	36	2	3	25	451B6
3	1545 Loma Dr	W Villanova Rd	Mira Monte	CV	5 ft x 9 ft	45.00	32	1	3	25	451A6
4	1160 Tico Rd (Pvt Ln off of Tico)	Cruzero St	Mira Monte	PVT	6.5 ft x 4 ft	26.00		1	2	PVT	451D2
5	406 S Signal St	E Santa Ana	Ojai	CO	4 ft x 4 ft	16.00	20	1	3	25	441H7
6	401 W Aliso St	Rincon St	Ojai	CO	TBD	TBD	TBD	TBD	3	25	441H6
7	910 Daly Rd	Andrew Dr	Ojai	CO	TBD	TBD	TBD	TBD	3	25	441H7
8	2864 Solimar Beach Dr	PCH	Ventura	PVT	Irregular - "L" shape	20.50		1	3	PVT	470E5
9	2944 Solimar Beach Dr	PCH	Ventura	PVT	2 ft x 5 ft and 2 ft x 4 ft	18.00		2	3	PVT	470E5
10	1125 Del Prado Ct	Golden West Ave	Ojai	CO	TBD	TBD	TBD	TBD	TBD	25	442A6
11	1139 Robin Ct	Golden West Ave	Ojai	CO	TBD	TBD	TBD	TBD	TBD	25	442A6
12	2840 Old Rincon Hwy	Solimar Beach Dr	Ventura	CT	TBD	TBD	TBD	TBD	TBD	45	470G5

Patch Square Feet -3" Thickness 129.50
Patch Square Feet - 2" Thickness 26.00
Patch Square Feet - 1.5" Thickne 99.00
TOTAL SQUARE FEET 254.50

TOTAL PATCHES 9
TOTAL No. TRAFFIC CONTROL

^a Governing Agency Codes: County of Ventura - CV, City of Ojai - CO, Caltrans - CT, Private/District - PVT

Note 1: All patchworks sites are marked with white spray paint labeled "**CMWD**". Contractor to verify patch dimensioning. Contractor will not be compensated for asphalt work to incorrect location. If there are any questions, contact Jordan Switzer at 649-2251 Ext. 139.

**CASITAS MUNICIPAL WATER DISTRICT
EXHIBIT C-2 - ASPHALT REPAIR TABLE -JULY 2017**

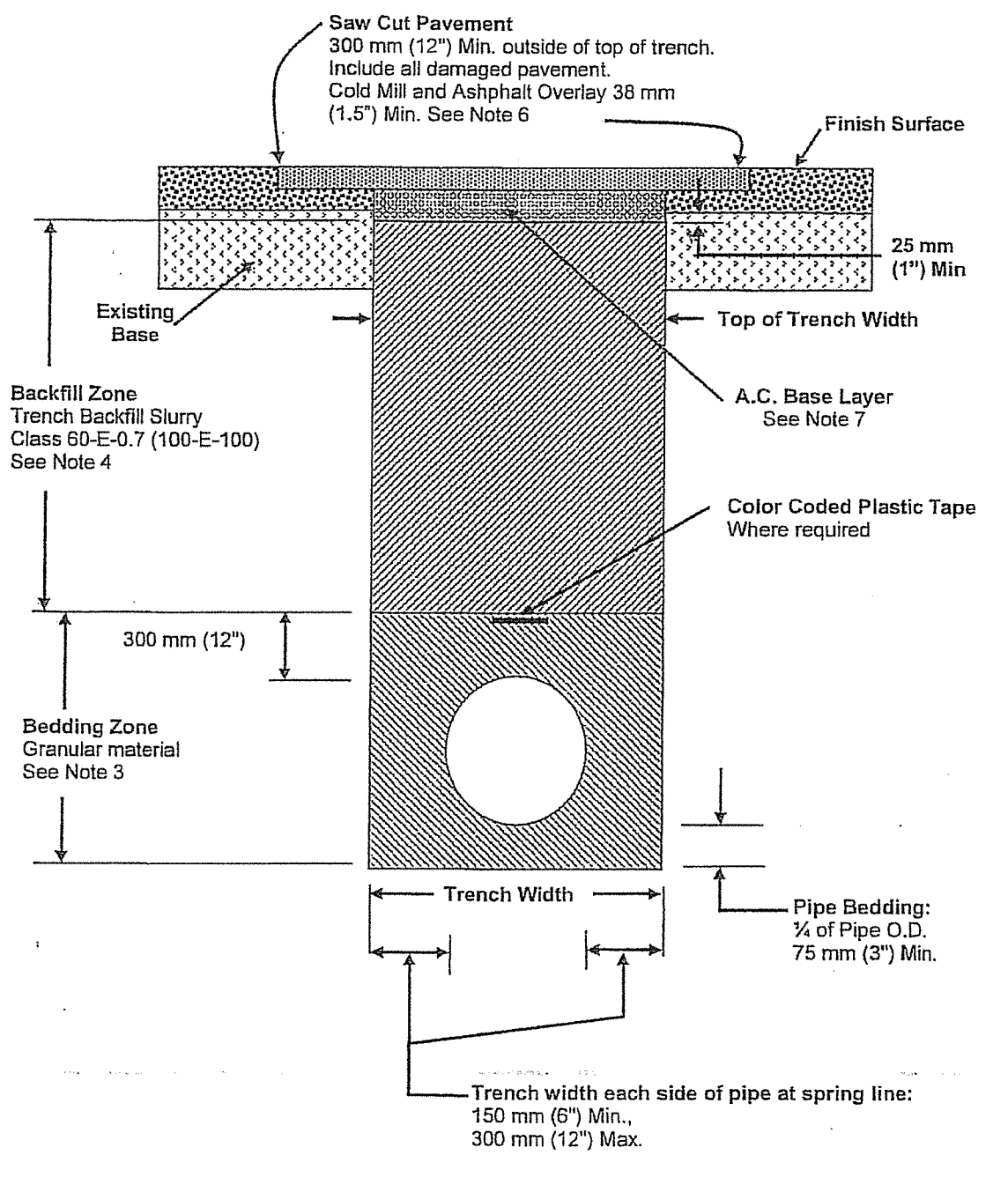
Item #	Address	Nearest Cross Street	City	Hydrant Valve(HV) Line Valve (LV) Air Relief Valve (ARV)	Diameter (in Feet)	Thick-ness (Inches)	Governing Agency^a	Speed Limit
1	378 Prospect St	Mahoney St	Oak View	LV	3	3	CV	25
2	311 Prospect St	Mahoney St	Oak View	HV	3	3	CV	25
3	211 Prospect St	Mahoney St	Oak View	HV	3	3	CV	25
4	Intersection of Prospect and	Mahoney St	Oak View	LV	3	3	CV	25
5	Intersection of Prospect and	Mahoney St	Oak View	LV	3	3	CV	25
6	Intersection of Prospect and	Mahoney St	Oak View	LV	3	3	CV	25
7	384 W. Oak View Ave	Mountain View Ave	Oak View	HV	3	3	CV	25
8	359 Olive St	W. Oak View Ave	Oak View	ARV	3	3	CV	25
9	Intersection of Olive St and	Mahoney St	Oak View	LV	3	3	CV	25
10	12 Olive St	Santa Ana Blvd	Oak View	HV	3	3	CV	25
11	208 W Oak View Ave	Apricot St	Oak View	HV	3	3	CV	25
12	Intersection of Apricot St and	Mahoney St	Oak View	LV	3	3	CV	25
13	Intersection of Apricot St and	Mahoney St	Oak View	LV	3	3	CV	25
14	Intersection of Apricot St and	Mahoney St	Oak View	LV	3	3	CV	25
15	15 Apricot	Santa Ana Blvd	Oak View	HV	3	3	CV	25
16	Intersection of Bundren St and	Mahoney St	Oak View	LV	3	3	CV	25
17	Intersection of Bundren St and	Mahoney St	Oak View	LV	3	3	CV	25
18	Intersection of Bundren St and	Mahoney St	Oak View	LV	3	3	CV	25
19	86 Mahoney St	Bundren St	Oak View	LV	3	3	CV	25
20	258 East Oak View Ave	Jeannie Ave	Oak View	HV	3	3	CV	25
21	310 East Oak View Ave	Jeannie Ave	Oak View	HV	3	3	CV	25
22	Intersection of Old Ventura Ave and	Old Grade Rd	Oak View	LV	3	3	CV	25
23	530 Old Ventura Ave	Park Ave	Oak View	HV	3	3	CV	25
24	495 Old Grade Rd	Park Ave	Oak View	HV	3	3	CV	25
25	Intersection of Park Ave and	Old Grade Rd	Oak View	LV	3	3	CV	25
26	Intersection of Park Ave and	Old Grade Rd	Oak View	LV	3	3	CV	25
27	111 Portal St	Park Ave	Oak View	HV	3	3	CV	25
28	111 Portal St	Park Ave	Oak View	LV	3	3	CV	25
29	Intersection of Larmier St and	Spring St	Oak View	LV	3	3	CV	25
30	Intersection of Larmier St and	Spring St	Oak View	LV	3	3	CV	25
31	Intersection of Larmier St and	Vine St	Oak View	LV	3	3	CV	25
32	Intersection of Larmier St and	Vine St	Oak View	LV	3	3	CV	25
33	Intersection of Larmier St and	Goodhope St	Oak View	LV	3	3	CV	25
34	612 Larmier St	Sunset Ave	Oak View	LV	3	3	CV	25
35	612 Larmier St	Sunset Ave	Oak View	HV	3	3	CV	25
36	Intersection of Larmier St and	Sunset Ave	Oak View	LV	3	3	CV	25
37	Intersection of Larmier St and	Sunset Ave	Oak View	HV	3	3	CV	25

^a Governing Agency Codes: County of Ventura - CV, City of Ojai - CO, Caltrans - CT, Private/District - PVT

**Patch Square Ft - 3" Thickness
Total Number of Traffic Control**

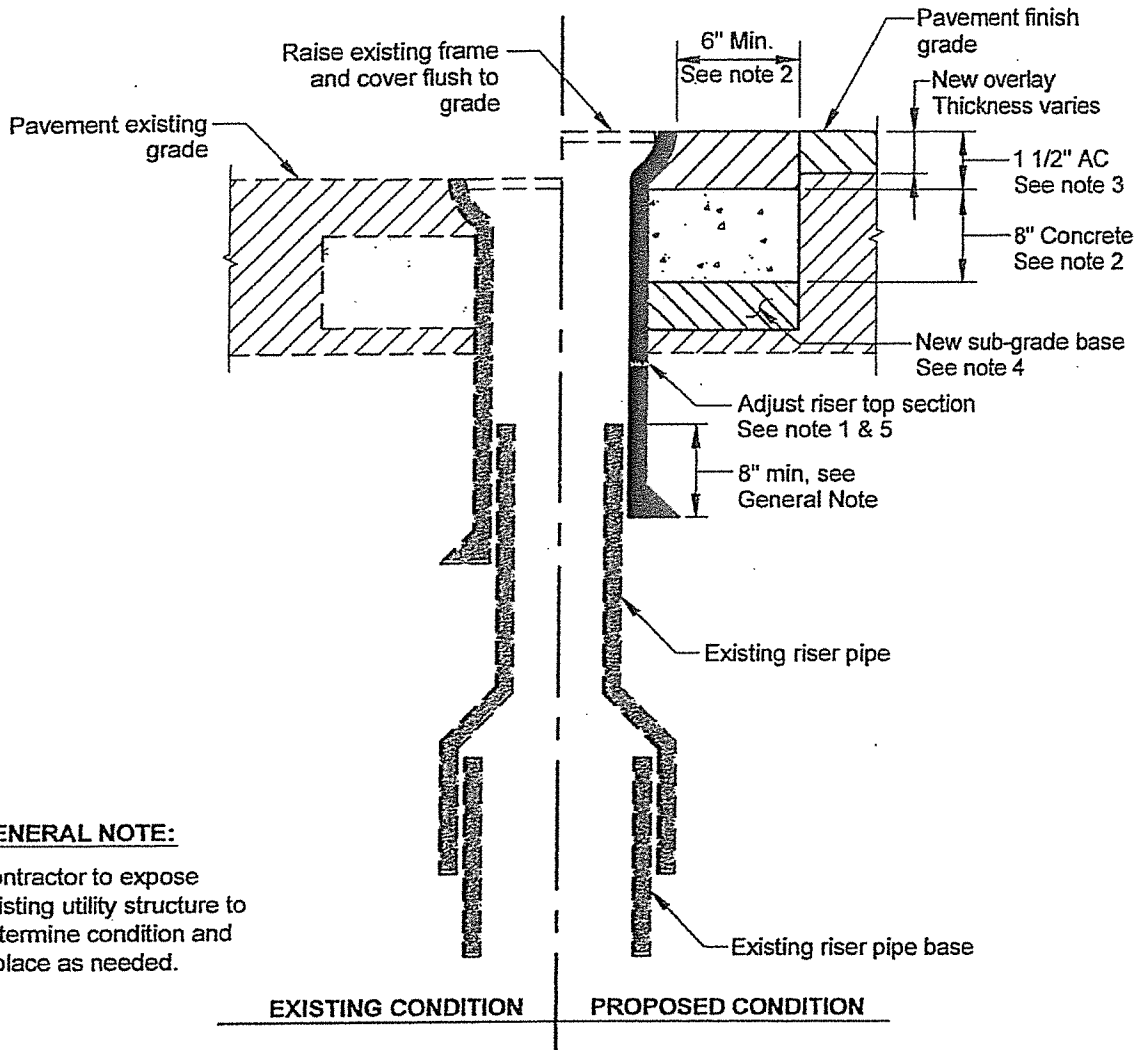
**191.00
25**

EXHIBIT-D



ADOPTED BY BOARD OF SUPERVISORS: 06/21/05 APPROVED: DIRECTOR OF PUBLIC WORKS	COUNTY OF VENTURA PUBLIC WORKS AGENCY ROAD STANDARDS
RECOMMENDED: RCE 5040B EXPIRES 06-30-05	TRENCH BEDDING AND BACKFILL IN EXISTING PAVEMENT

SI & (US) UNITS	REVISION: A	PLATE E-10b
<p>NOTES:</p> <ol style="list-style-type: none"> 1. Construction shall conform to Standard Land Development Specifications (SLDS) except as noted. 2. Trench width shall be as shown unless otherwise shown on the approved plans. 3. Bedding material shall be granular with 100% passing 19 mm (¾") sieve, 90 to 100% passing the 9.5 mm (3/8") sieve and not more than 4% passing 75 µm (No. 200 sieve). 4. Backfill between the bedding zone and subgrade shall be Trench Backfill Slurry Class 60-E-0.7 (100-E-100). The Director of Public Works may approve the substitution of one of the following: <ol style="list-style-type: none"> a. Controlled Low Strength Material (SLDS 201-6), provided that laboratory control is provided to insure compliance with the specifications. b. Non-cementitious backfill, provided that the backfill is tested and certified to meet the approved specifications for the material by an independent testing laboratory (SLDS 306-1.3). A Quality Control Plan shall be submitted for approval. 5. Compaction shall not use flooding, ponding or jetting unless directed by Soils Engr. 6. A.C. Overlay shall be Class III-C2-AR-4000 or III-C2-AR-8000, 38 mm (1.5") min. 7. AC Base Layer <ol style="list-style-type: none"> a. Where existing pavement surface is AC the AC Base Layer thickness shall be equal to or greater than the existing AC thickness plus 25 mm (1") with a minimum of 75 mm (3") and a maximum of 200 mm (8"). For roads where Traffic Index is 7.0 or greater (Plates B-2, B-3 & B-7a), the AC Base layer thickness shall be 100 mm (4") min. b. Where existing pavement surface is PCC pavement, saw cut 50 mm (2") into the existing pavement at the outer edge of the trench and break the remaining thickness. Replace the PCC and base to the same depth as the existing pavement. The PCC shall be 330-AS-23 (560-A-3250). 		
ADOPTED BY BOARD OF SUPERVISORS: 06/21/05	COUNTY OF VENTURA PUBLIC WORKS AGENCY ROAD STANDARDS	
APPROVED: <div style="text-align: right;">DIRECTOR OF PUBLIC WORKS</div>		
RECOMMENDED: <div style="text-align: right;">RCE 5040B EXPIRES 06-30-05</div>	TRENCH BEDDING AND BACKFILL IN EXISTING PAVEMENT	



GENERAL NOTE:
 Contractor to expose existing utility structure to determine condition and replace as needed.

NOTES:

1. All necessary portions of the subgrade base and pavement shall be neatly removed. Utility cover shall be raised and the utility riser top sections set to be backfilled to within 1 1/2 inch of the final grade with portland cement concrete. The remaining 1 1/2 inch shall be backfilled with an asphalt concrete wearing surface mixture to match the project surface course. The material shall be placed and compacted in a workmanlike manner to conform to the appearance of the surrounding pavement.
2. Install concrete collar around utility structure, concrete shall be Class 560-C-3250 with maximum 3 inch slump.
3. Asphalt concrete shall be C2-PG 64-10, placed in accordance with Section 302-5.8 of the SSPWC.
4. Backfill compaction shall be a minimum of 95% prior to placing concrete collar.
5. Existing utility installations that do not meet standards must be constructed in compliance with current standard.

ADOPTED BY BOARD OF SUPERVISORS: APPROVED: <div style="text-align: right; margin-top: 20px;">ROAD COMMISSIONER</div>	COUNTY OF VENTURA PUBLIC WORKS AGENCY ROAD STANDARDS RAISE EXISTING UTILITY COVER
RECOMMENDED: <div style="text-align: right;">RCE 79324</div>	

SPECIAL CONDITIONS
CONSTRUCTION AREA TRAFFIC CONTROL

1. All traffic control shall be in accordance with the current California Department of Transportation (Caltrans) Traffic Manual, Manual of Traffic Controls, Standard Plans, Standard Specifications (SSS), and these Special Conditions.
 2. Special emphasis is directed to Section 12 of the Standard Specifications "Construction Area Traffic Control Devices." Payment references do not apply. All costs shall be paid by the permittee.
 3. In addition to stated requirements and for purposes of these conditions, "Stationary Mounted Signs" (Subsection 12-3.06A) shall be defined as all signs used during outside of normal working hours, or used at project designated locations but when men/equipment are not present or active. All stationary signs shall be on 4-inch by 4-inch wood posts, except for signs required for permanent long-term (greater than 24 hours) approved road closures where certain signs (C2, C3, C3A) must be installed on Type III barricades, or for which are required to advise motorists of temporary road conditions (fresh oil, loose gravel, open trench, etc.) where such signs may be placed on Type II barricades.
 4. In addition to stated requirements and for purposes of these conditions, "Portable Signs" (Subsection 12-3.06B) shall be defined as signs used only for traffic control during active normal working hours, such as signs used for temporary lane closures, temporary short-term (less than 24 hours) detours, etc. All portable signs shall be mounted on three-flag high level warning devices.
 5. All signs used during hours of darkness shall be reflectorized per Section 12-3.06A of the Standard Specifications.
 6. Unless otherwise indicated on the Plans or by the Engineer, all sign sizes shall be the same or greater than as indicated in the Manual of Traffic Controls.
 7. Detour plans for approved road closures, if not provided, must be approved by County Traffic Engineer before implementation. Engineer prepared plans shall be submitted for review and approval 15 working days before the anticipated detour date. At no time may a road be closed unless approved in writing by the County Road Commissioner.
 8. Any lane closures, may only be implemented between the hours of 8:30 am and 3:30 p.m. Monday through Friday unless otherwise authorized by
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the Deputy Director of the Advance Planning, Traffic and Permits Division or his designated representative.

9. Traffic delays during lane closure operations shall not exceed three (3) minutes unless approved in advance by the County Traffic Engineer. For approved delays greater than three minutes the installation of special signs at locations designated by the County Traffic Engineer advising motorists of the potential delays will be required.
10. Failure to provide traffic control acceptable to the County shall result in immediate job shut down.
11. If any conflicts should develop between manuals, plans, specifications, etc., regarding traffic control requirements, the greatest or highest requirements shall apply. If conflicts still remain, the County Traffic Engineer shall determine the requirements.
12. Any deviation from these conditions shall require review and approval by the County Traffic Engineer.

Revised: 5/12/03

STANDARD CONDITIONS
EXCAVATIONS

1. No open excavations shall be left within the County of Ventura road right of way after normal working hours. At the end of each workday, all excavations within roads, parkways, medians, shoulders, etc., shall be backfilled to a smooth, level grade free of humps or depressions, satisfactory for public use and acceptable to the County.
2. Steel plates shall not be placed in the County road, right of way. Exceptions to this condition shall require written approval from the County.
3. Unless permanent paving is placed immediately, temporary bituminous resurfacing 2" thick shall be placed and continually maintained wherever excavation is made through pavement, sidewalk, or driveways. Temporary trenches shall be consistently maintained by the permittee or contractor.
4. All construction shall conform to the Encroachment Permit, any special conditions, the Encroachment Ordinance, County Road Standards, and the "Standard Land Development Specifications" or as approved by the County Traffic Engineer.
5. Trench backfill material, compaction and resurfacing shall conform to Ventura County standards. The permittee or contractor as directed by the County shall provide compaction testing and a written compaction report by a registered civil engineer. Sawcutting shall be required on all trenches prior to final paving.
6. Permittee or contractor shall provide and continually maintain, construction area traffic control signs, striping, properly equipped flagmen and other traffic control devices. See also, Special Conditions for Construction Area Traffic Control.
7. Traffic control devices shall be in place and shall be inspected by the County prior to commencement of work. Unsatisfactory work shall be terminated and men, equipment, and materials removed from the County road right of way on demand until acceptable traffic control devices are provided.
8. Failure to provide acceptable traffic control or to comply with any other condition of the permit will result in a job shutdown until released by the County.

A second failure by the permittee/contractor to comply with any permit condition shall result in a cancellation of the permit.

9. All improvements within the road right of way which include road signs, road striping, road symbols, etc., which are damaged, removed or obliterated as a result of the permittee's work shall be repaired and/ or replaced. Repairs and replacements shall be equal to or better than the existing improvements and shall match them in finish and dimensions.
 10. Upon completion of the encroachment work authorized by a permit, the permittee shall restore the right of way, including bridges and any other structure thereon, by replacing, repairing, or rebuilding it in accordance with the specifications or any special requirement but not less than its original condition before the encroachment work was commenced. The permittee shall remove all obstructions, materials, and debris from the right of way and shall do any other work necessary to restore the right of way to a safe and usable condition, as directed by the Commissioner. Where excavation occurs within areas already paved, the Commissioner may require temporary paving to be installed within 24 hours after the excavated area is backfilled. In the event that the permittee fails to act promptly to restore the right of way as herein provided, or should the nature of any damage to the right of way require restoration before the permittee can be notified or can respond to notification, the Commissioner may, at his option, make the necessary restoration. The permittee shall reimburse the County for all costs incurred in accordance with the Encroachment Ordinance as adopted by the Board of Supervisors.
 11. Where the pavement or surface has been removed, the permittee shall replace it to a thickness one inch greater than that of the surrounding pavement, or surface, and in no event to a thickness less than two inches. The base material to the same thickness as that of the surrounding base course.
 12. When the street surface has been treated with a seal or slurry prior to the work under permit, the seal and/or slurry shall be replaced upon the portion repaired. All roadways overlaid within the previous five years shall be subjected to a special repair procedures, including complete resurfacing (pavement edge to pavement edge) of the affected road. Shoulders shall be restored and/or treated with like materials.
 13. The permittee shall investigate and be aware of all existing facilities lawfully within the highways, which are within the limits of his facility. The permittee shall not interfere with any existing public or private facility without the consent of its owner. If it becomes necessary to relocate an existing facility, this shall be done by its owner to the satisfaction of its owner. The cost of moving publicly and privately owned facilities shall be borne by the permittee unless he makes other arrangements with the
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owner of the required by his franchise or agreement to move his facility without cost.

14. The permittee shall support and protect all wires, cables, pipes, conduits, poles, and other apparatus both aerial and underground, by a method satisfactory to the owner. The owner has the right to support or protect any of its facilities at the sole expense of the permittee. In case any of said wires, cables, pipes, conduits, poles, or apparatus should be damaged (and for this purpose, pipe conduit or other encasements are considered part of a structure), they will be repaired at the expense of the permittee.
15. No materials, equipment, etc., shall be left within the right of way without prior approval by the County Transportation Department. Approval shall be indicated in writing on the Encroachment Permit. Equipment and materials permitted within the right of way shall be stored a minimum of 10' from the edge of pavement with blinker light barricade if left overnight.
16. RECORDS OF INSTALLATIONS – Every person owning, using, controlling or having an interest in any pipe, conduit, duct or tunnel under the surface of any right of way for supplying or conveying gas, electricity, communication facilities, water, steam, ammonia or oil, or any other purpose, shall file in the office of the County Permit Engineer within 60 days after the complete installation, a corrected set of maps or atlas sheets drawn to a scale of not more than 200 feet to one inch showing the complete installation of all such pipe, conduit, duct or tunnel. The same is required showing location in detail of such pipe, conduit, duct or tunnel when such is abandoned. Maps and atlas sheets submitted periodically by the public utilities shall cover the intent of this section. (Co. Ord. Code Sec. 12153)

Furnishing the record drawing shall not relieve the permittee of the obligation to maintain permanent location records and accurately locate the subsurface encroachment to facilitate County work or Board-Governed District work.

The permittee shall be liable for all costs incurred by the County and its Board-Governed Special Districts as a result of inaccurate location data provided by the permittee, and indemnify and hold the County or Board-Governed Special Districts harmless regarding any liability arising from the installation of the facility within the County right of way.

17. Any deviation from the above conditions shall require prior approval by the County Transportation Department.

STANDARD CONDITIONS

SAFETY DEVICE CONDITIONS:

Sec. 12128 – SAFETY DEVICES, LIGHTS, BARRICADES – In the conduct of the encroachment work, supplies and excavated material shall be properly placed and the permittee shall provide and maintain such safety devices including but not limited to lights, barricades, signs, and watchmen as are necessary to protect the public. Any omission on the part of the Commissioner to specify in the permit what safety devices shall be provided by or preventive action required of the permittee shall not excuse the permittee from complying with all laws, regulations and ordinances relating to the protection of persons or property under the circumstances. If the Commissioner finds that suitable safeguards are not being provided, he may provide, maintain, and relocate such safety devices or take action as is deemed necessary, charging the permittee in accordance with the schedule of charges as adopted by the Board of Supervisors.

Sec. 12128-1 – WARNING LIGHTS – A permittee making any excavation or leaving any obstruction which could be a hazard to persons using a right of way shall provide and maintain warning lights far enough away from the excavation or obstruction to give adequate warning to such persons, and at not more than 50-foot intervals along the excavation or obstruction, from one-half hour before sunset of each day to one-half hour after sunrise the next day, until the work is completed and the right of way made safe for use.

Sec. 12128-2 – SAFETY DEVICE STANDARDS – All safety devices shall conform to the requirements of the sign manual issued by the Department of Transportation, State of California, and the California Vehicle Code, so far as such manuals are applicable.

CLEANUP, BACKFILLING AND COMPACTION CONDITIONS:

Sec. 12410 – CLEANUP AFTER COMPLETION – Immediately after completion of the work, the permittee shall cleanup and remove all materials, earth and debris of any kind. If the permittee fails within 24 hours after having been notified to do so by the Commissioner, the work may be done by the Commissioner and the permittee charged in accordance with the schedule of charges adopted by the Board of Supervisors. When a pole, guy-stub or similar timber is removed and not replaced, the entire length thereof shall be removed from the ground and the hole backfilled and compacted.

Sec. 12411 – BACKFILLING AND COMPACTION – Backfilling and compaction of an excavation shall be in accordance with standards established by the Commissioner and adopted by resolution of the Board of Supervisors, both as to material and method. Backfilling shall commence within 48 hours after work in a trench is completed.

Sec. 12138 – RESTORATION OF RIGHT OF WAY – Upon completion of the encroachment work authorized by a permit, the permittee shall restore the right of way, including bridges and any other structure thereon, by replacing, repairing, or rebuilding it in accordance with the specifications or any special requirement but not less than to its original condition before the encroachment work was commenced. The permittee shall remove all obstructions, materials, and debris upon the right of way and shall do any other work necessary to restore the right of way to a safe and usable condition, as directed by the Commissioner. Where excavation occurs within areas already paved, the Commissioner may require temporary paving to be installed within 24 hours after the excavated area is backfilled. In the event that the permittee fails to act promptly to restore the right of way as herein provided, or should the nature of any damage to the right of way require restoration before the permittee can be notified or can respond to notification, the Commissioner may, at his option, make the necessary restoration. The permittee shall reimburse the County in accordance with the schedule of charges as adopted by the Board of Supervisors.

PROTECTION AND REPAIR OF EXISTING FACILITIES CONDITION:

Sec. 12144 – PROTECTION AND REPAIR OF FACILITIES – The permittee shall support and protect all wires, cables, pipes, conduits, poles, and other apparatus, both aerial and underground, by a method satisfactory to the owner. The owner has the right to support or protect any of its facilities at the sole expense of the permittee. In case any said wires, cables, pipes, conduits, poles or apparatus should be damaged (and for this purpose, pipe coating or other encasement of devices are considered as part of the structure), they may be repaired by the owner at the expense of permittee, or, if authorized by the owner, may be repaired by the permittee under the supervision of the owner. The expense of repairs to any damaged facilities shall be borne by the permittee.

NOTE: *Permittee shall continually maintain the permitted work, trenches, backfill, paving and all other road facilities affected by this permit.*

NOTES

- Section 4216 of the Government Code requires an Inquiry Identification Number to be issued before "Permit to Excavate" is valid. For your pre-excavation I.D. number call Underground Service Alert TOLL FREE 1-800-227-2600 two working days before you dig.
- All work authorized by this permit shall be performed in accordance with the conditions and requirements of the Ventura Countywide Stormwater Quality Management Program (VCSQMP), National Pollutant Discharge Elimination System (NPDES) permit CAS004002, as well as all State and Federal requirements of the Clean Water Act.
- CALL FOR INSPECTION PRIOR TO PLACING CONCRETE
- 48 HOURS PRIOR TO STARTING WORK NOTIFY :
Encroachment Permits (805) 654-2055
Road Maintenance (805) 388-4518
- ~~Street obstructions left over night must have barricades and lights~~

TYPICAL LANE CLOSURE WITH REVERSIBLE CONTROL

Meaning of Letter Codes on Typical Application Diagrams

Road Type	Distance Between Signs **		
	A	B	C
Urban (low speed)*	100 ft	100 ft	100 ft
Urban (high speed)*	350 ft	350 ft	350 ft
Rural	500 ft	500 ft	500 ft
Expressway/Freeway	1,000 ft	1,500 ft	2,640 ft

* Speed category to be determined by highway agency

** The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The third sign is the first one in a three-sign series encountered by a driver approaching a TTC zone.)

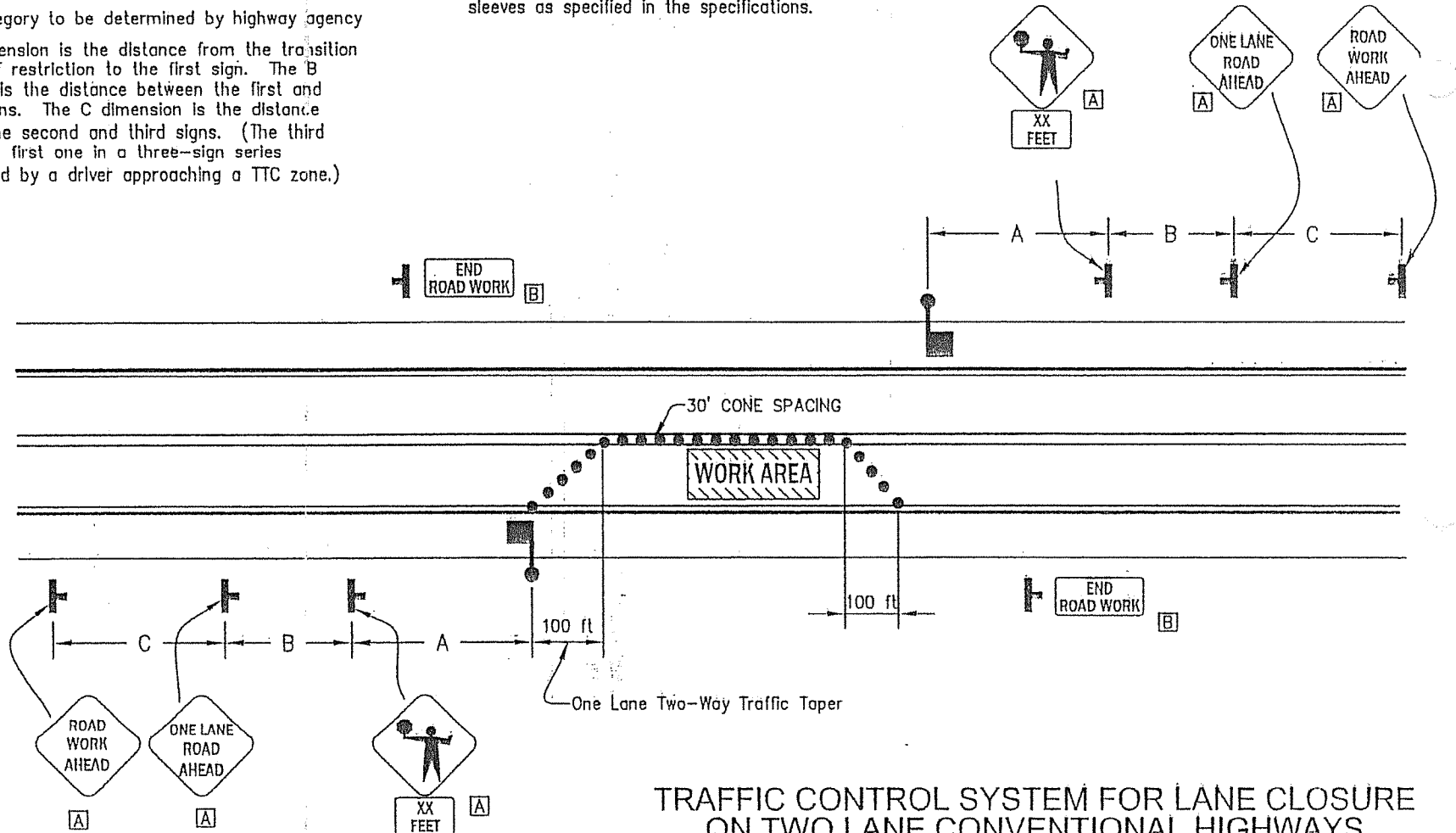
NOTES:

1. Construction signs shall conform to CalTrans Signs specification. Minimum sizes shall be standard size.
2. All advance warning sign installations shall be equipped with flags for daytime closures. Flashing beacons shall be placed at the locations indicated during night lane closures.
3. All cones used for night lane closures shall be illuminated traffic cones or fitted with 13" reflective sleeves as specified in the specifications.

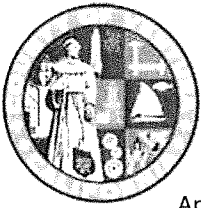
SIGN PANEL SIZE (Min.)

[A] 36" x 36"

[B] 36" x 18"



TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON TWO LANE CONVENTIONAL HIGHWAYS



County of Ventura
ENCROACHMENT PERMIT APPLICATION
 PUBLIC WORKS AGENCY TRANSPORTATION DEPARTMENT
 800 South Victoria Avenue, Ventura, CA 93009
 (805) 654-2055 / Fax (805) 654-5169 http://www.ventura.org

EXHIBIT-G

Permit No: _____
 Date Applied: 12/13/16
 Project No: _____

An incomplete application will not be processed. If fields are not applicable, please insert N/A.

"The undersigned hereby applies for permission to encroach on the following described County Right of Way or other property"

LOCATION OF WORK:

Street No: N/A Street Name: N/A City: N/A Zipcode: N/A
 Road Limits from Road Inventory: N/A Click link for [Road Inventory List](#)
 Nearest Cross Street: N/A Distance from nearest Cross Street (FT): N/A

DESCRIPTION OF WORK:

Annual blanket for utility trenches not exceeding two feet in width and sixty feet in length dug at a right angle to the centerline of the road, or an excavation not exceeding thirty square feet in area.

Excavation Length: N/A Excavation Width: N/A Excavation Depth: N/A Excavation Surface: N/A
 Number of Driveways: N/A Width of Driveway/sidewalk: N/A Length of Sidewalk: N/A
 Estimated Start Date: N/A Estimated Completion Date: N/A

APPLICANT INFORMATION:

Permittee: Casitas Municipal Water District Phone: 805-649-2251 Email: N/A
 Address: Street No: 1055 Street Name: Ventura Avenue City: Oak View Zipcode: 93022
 Primary Contact: Neil Cole Phone: 805-649-2251 Email: ncole@casitaswater.com
 Contractor: _____ Phone: _____ Email: _____
 Address: Street No: _____ Street Name: _____ City: _____ Zipcode: _____
 Classification: _____ License Number: _____

ATTACHMENTS INCLUDED:

Plans Traffic Control Plan Insurance Certificate Estimated Construction Cost (\$): _____ Other: _____

ACKNOWLEDGEMENT

I understand that any permit that may be granted as a result of this request may be revoked by County at any time. In consideration for issuance of this permit, I agree, and by use hereof, my agents, employees, contractors and invitees agree to be bound by all of the provisions of California Vehicle Code Sections 35780, 35782, Division 12 of the Ventura County Ordinance Code, the Standard Conditions included with this permit and any special conditions hereupon, or attached hereto.

I agree to hold the County, its officials, officers, employees and agents harmless from any claims, defense and legal costs, judgments for damages, or other relief against the County as a result of acts, or omissions, by me or my representatives, in the performance of any activities permitted hereunder, whether the condition giving rise to the claim or judgment was created in whole, or in part, by me or my representatives.

I understand that a violation of the conditions would constitute a violation of the encroachment ordinance which is a misdemeanor per section 12301 and is guilty of separate offenses for every day and part thereof which such violation remains. I agree to comply with all conditions of approval for the permit. I further agree to continually maintain all encroachments authorized by this permit in a condition acceptable to the County.

By: _____ Date: December 13, 2016
 SIGNATURE OF PERMITTEE
 Name: Neil Cole Title: Principal Civil Engineer

Working in the road right of way without an approved permit is a misdemeanor and may be subject to double fees and other penalties.

STANDARD CONDITIONS

SAFETY DEVICE CONDITIONS:

Sec. 12128 – SAFETY DEVICES, LIGHTS, BARRICADES – In the conduct of the encroachment work, supplies and excavated material shall be properly placed and the permittee shall provide and maintain such safety devices including but not limited to lights, barricades, signs, and watchmen as are necessary to protect the public. Any omission on the part of the Commissioner to specify in the permit what safety devices shall be provided by or preventive action required of the permittee shall not excuse the permittee from complying with all laws, regulations and ordinances relating to the protection of persons or property under the circumstances. If the Commissioner finds that suitable safeguards are not being provided, he may provide, maintain, and relocate such safety devices or take action as is deemed necessary, charging the permittee in accordance with the schedule of charges as adopted by the Board of Supervisors.

Sec. 12128-1 – WARNING LIGHTS – A permittee making any excavation or leaving any obstruction which could be a hazard to persons using a right of way shall provide and maintain warning lights far enough away from the excavation or obstruction to give adequate warning to such persons, and at not more than 50-foot intervals along the excavation or obstruction, from one-half hour before sunset of each day to one-half hour after sunrise the next day, until the work is completed and the right of way made safe for use.

Sec. 12128-2 – SAFETY DEVICE STANDARDS – All safety devices shall conform to the requirements of the sign manual issued by the Department of Transportation, State of California, and the California Vehicle Code, so far as such manuals are applicable.

CLEANUP, BACKFILLING AND COMPACTION CONDITIONS:

Sec. 12410 – CLEANUP AFTER COMPLETION – Immediately after completion of the work, the permittee shall cleanup and remove all materials, earth and debris of any kind. If the permittee fails within 24 hours after having been notified to do so by the Commissioner, the work may be done by the Commissioner and the permittee charged in accordance with the schedule of charges adopted by the Board of Supervisors. When a pole, guy-stub or similar timber is removed and not replaced, the entire length thereof shall be removed from the ground and the hole backfilled and compacted.

Sec. 12411 – BACKFILLING AND COMPACTION – Backfilling and compaction of an excavation shall be in accordance with standards established by the Commissioner and adopted by resolution of the Board of Supervisors, both as to material and method. Backfilling shall commence with 48 hours after work in a trench is completed.

Sec. 12138 – RESTORATION OF RIGHT OF WAY – Upon completion of the encroachment work authorized by a permit, the permittee shall restore the right of way, including bridges and any other structure thereon, by replacing, repairing, or rebuilding it in accordance with the specifications or any special requirement but not less than to its original condition before the encroachment work was commenced. The permittee shall remove all obstructions, materials, and debris upon the right of way and shall do any other work necessary to restore the right of way to a safe and usable condition, as directed by the Commissioner. Where excavation occurs within areas already paved, the Commissioner may require temporary paving to be installed within 24 hours after the excavated area is backfilled. In the event that the permittee fails to act promptly to restore the right of way as herein provided, or should the nature of any damage to the right of way require restoration before the permittee can be notified or can respond to notification, the Commissioner may, at his option, make the necessary restoration. The permittee shall reimburse the County in accordance with the schedule of charges as adopted by the Board of Supervisors.

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NOTE: *Permittee shall continually maintain the permitted work, trenches, backfill, paving and all other road facilities affected by this permit.*

NOTES

- **Section 4216 of the Government Code requires an Inquiry Identification Number to be issued before "Permit to Excavate" is valid. For your pre-excavation I.D. number call Underground Service Alert TOLL FREE 1-800-227-2600 two working days before you dig.**
- All work authorized by this permit shall be performed in accordance with the conditions and requirements of the Ventura Countywide Stormwater Quality Management Program (VCSQMP), National Pollutant Discharge Elimination System (NPDES) permit CAS004002, as well as all State and Federal requirements of the Clean Water Act.
- CALL FOR INSPECTION PRIOR TO PLACING CONCRETE
- 48 HOURS PRIOR TO STARTING WORK NOTIFY :
Encroachment Permits (805) 654-2055
Road Maintenance (805) 388-4518
- Traffic control signs shall be removed in the reverse order in which they were placed. For example, advanced Warning signs placed first during a traffic control set up should be removed last. Street obstructions left over night must have barricades and lights.
- Driver/operator shall not idle diesel fueled commercial motor vehicles with gross weight greater than 10,000 pounds and mobile off-road diesel fueled equipment pursuant to Title 13 California Code of Regulations.



APPROVED

Permit#: AP-17-06
Issue Date: 6/22/2017
Issued By: Amackey

ANNUAL ENCROACHMENT PERMIT

CITY OF OJAI
Department of Public Works
408 S. Signal Street, Ojai, CA 93023
(805) 646-5581 FAX (805) 653-2235

PAID
CK# 26735
\$1,265.--

APPLICATION

(This section to be completed by applicant)

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO ENCROACH ON THE FOLLOWING DESCRIBED CITY RIGHT-OF-WAY FOR:

- Curb, Gutter or Sidewalk
- Driveway Construction
- Excavation
- Tree Trimming
- Roll-Off
- Misc. Use & Events
- Outdoor Dining

0/15/17

Location: Throughout the City

Description of Work: Repair & Replace water lines & related facilities
(Attach a detailed Drawing of Work to be Done)

No. of Days: 360 Beginning: June 8, 2017 Ending: NEVER ~~12/31/2017~~

Excavation Length: VARIOUS Width: 2' Sq. FT: 30 sq ft Max

I understand that any permit that may be granted as a result of this request may be revoked by the City at any time. In consideration for issuance of this permit, I agree, and by use hereof, my agents, employees, contractors, agree to be bound by all of the provisions of Title 7, Chapter 1, of the Ojai Municipal Code, the Standard Conditions attached to this permit, and any special conditions hereon and attached hereto. I further agree to hold the City harmless (Sec. 7-1.105) from any claims, defense and legal costs, judgments for damages, or other relief against the city as a result of acts, or omissions, by me or my representatives, in the performance of any activities permitted hereunder, whether the condition giving rise to the claim or judgment was created in whole, or in part, by me or my representatives. Any inspection by the City shall in no way relieve the permittee from responsibility for the work.

Applicant: Casitas Municipal Water District Phone: 805 (805) 649-2251

Mailing Address: 1055 Ventura Ave, Oak View, CA 93022

Signature: [Signature] Date: 5/16/17

Contractor: Casitas MWD Phone: _____

Mailing Address: _____

Signature: _____ Date: _____

0/16/17

A certificate of Insurance and a Surety Bond (bond is waived per PW Director) must accompany this application, naming the City of Ojai as the Additionally Insured. Permittee is responsible to provide certificate prior to commencement of work. See attached Standard Conditions.

Insurance Company: see attached Phone: _____

Mailing Address: _____

Policy Number: _____

Surety Bond: _____ Amount: _____

PERMITTEE SHALL NOTIFY PUBLIC WORKS DEPARTMENT 48 HOURS PRIOR TO COMMENCING WORK at the above location. The Public Works Department is open Monday-Friday from 8:00 a.m.-5:00 p.m.

PERMIT

(This section to be completed by Department of Public Works)

SPECIAL CONDITIONS:

- Trench Bedding/Backfill/Pavement section shall conform to County of Ventura Public Works plate E10 (attached) – note this requires a T-section and slurry backfill.
- All trench work must be documented by you on attached table. Table must be updated within 48 hours after each trench is completed and fax'd to City. This is running table, all trenches for year on same table.
- Permittee shall be responsible for future settlement and deterioration of payment and striping related to the trench and may be required to repave/ restripe or otherwise correct work.

Permission is hereby granted to perform the activities described above, subject to the statutes, ordinances and conditions described above, including attached Standard Conditions. Special conditions hereon and attached hereto are made a part hereof by reference.

By: [Signature]
Public Works Director/ City Engineer

Date: 6-14-2017

PERMIT FEES

Issuance Fee(s)	\$ <u>100.00</u>
Item	
6.14 Annual Utility Excavation Permit	\$ <u>1,165.00</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL FEES \$ 1,265.00

TOTAL RECEIVED \$ 1,265.00

EXHIBIT-I M

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

ENCROACHMENT PERMIT

2-0120 (REV 6/2012)

Permit No.	717-NUE-0044	
Dist/Co/Rte/PM	07-VEN-VAR-VAR	
Date	January 10, 2017	
Fee Paid	\$ Exempt	Deposit \$
Performance Bond Amount (1)	\$	Payment Bond Amount (2) \$
Bond Company		
Bond Number (1)		Bond Number (2)

In compliance with (Check one):

- Your application of January 9, 2017
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- RW Contract No. _____ of _____

TO: Casitas Municipal Water District
1055 Ventura Ave.
Oak View, CA 93022

Attn: Lindsay Cao
Phone: (805) 649-2251 x 107

PERMITEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

Encroach within the State's right of way for the purpose of inspection, routine or emergency maintenance, and repair existing waterlines 2" diameter or less and residential facilities in city of Oak View (Ventura County); all in accordance with current State specifications and standards, the attached special provisions.

Warning: "Check for Fiber Optic Presence"

State Permit Inspector must be notified prior to start of work. Failure to comply with the terms and conditions of this permit shall be grounds for permit revocation.

Permittee shall contact State permit inspectors, Mr. Jasraj Singh @ (805) 480-4928 x 424 between the hours of 0700 and 0900, a minimum of 10 working days (and 15 working days in case the work or closure affects vertical and/or horizontal clearances) prior to the initial start of work to arrange a pre-construction meeting to ensure a complete understanding of the work and permit requirements. A confirmation notification should occur three days prior to closure or other potential traffic impacts.

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this permit (Check applicable):

- Yes No General Provisions
- Yes No Utility Maintenance Provisions UE
- Yes No Storm Water Special Provisions
- Yes No Special Provisions SP
- Yes No A Cal-OSHA Permit, if required: Permit No.
- Yes No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- Yes No Storm Water Pollution Prevention Plan

In addition to fee, the permittee will be billed actual cost for:

- Yes No Review
- Yes No Inspection
- Yes No Field Work

(If any Caltrans effort expended)

Yes No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless work is completed before **December 31, 2017**

This permit is to be strictly construed and no other work than specifically mentioned is hereby authorized.

No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

cc: W. Reg. Singh, Insp.
File

APPROVED:

Ferdinand Ordonez, P.E., Acting District Permit Engineer

BY:

Patrick Truong, Permit Engineer

SPECIAL PROVISIONS

The attached District's Standard Special Provisions are generalizations of the Department's Standard Specifications and are included only as a convenience to the Permittee; it shall not be construed as the only provisions pertaining to this permit. Permittee shall reference the current Department's Standard Specifications for complete and unabridged specification requirements.

1. For Government Agencies only: "Notwithstanding General Provision #4, your contractor is required to apply for and obtain an encroachment permit (Double Permit) prior to starting work. A fee/deposit of \$1148.00 is required at the time of application."

The contractor must keep on site copies of both the owner's and the contractor's permits. Attention is directed to item #24 of encroachment permits General Provisions for bonding requirements.

2. It is the responsibility of the permittee, permittee's agents, or contractors to comply with all provisions of this permit and instructions from the State permit inspector. Permittee and/or permittee's contractor shall keep the permit package or copies thereof, at the work site at all times and show it upon request to any Department representative or law enforcement officer. When the permit package is not available, then immediate suspension of permit will occur.
3. American National Standards Institute (ANSI) compliant Class II vests and hard hats shall be worn while working within State's right of way. Workers working at night will be required to wear ANSI Class III warning garments. Class III compliance can be achieved by combining ANSI Class E pants worn with an ANSI Class II vest.
4. Permittee shall arrange a pre-job meeting as required; if a pre-job does not take place, cancellation of the permit may occur. Permittee's contractor shall submit a written schedule to the State permit inspector for review and approval prior to the commencement of work. The State permit inspector must ascertain and agree to all work details and all aspects of traffic control or no work shall begin on this permit.
5. If a bus stop is located within the area of construction, the permittee shall contact MTA or the local transit agency to arrange a temporary bus stop.
6. Personal vehicles shall not be parked within the limits of the construction/work zone, parking restrictions extends to roadway areas closed to public traffic.

CURB, GUTTER, & SIDEWALK

7. A monolithic pour of curb and gutter, and sidewalk is not permitted.
8. The new curb and gutter, and/or sidewalk shall match adjacent existing facilities.
9. Damaged curb and gutter, pavement, and/or sidewalk shall be replaced as determined appropriate by State permit inspector.
10. Sections of existing concrete curb, gutter or sidewalk to be removed shall be saw cut at the nearest score mark, beyond the limits of removal, to the full depth of concrete.
11. Permittee shall be responsible for the relocation or adjustment of any utility required as a result of the work authorized by this permit, and utility relocation shall be completed prior to the installation of any new curb and gutter, or sidewalk.
12. Sidewalk shall be constructed with 5 sack/cy PCC, 4" in depth, except at commercial driveways where 6" in depth is required.
13. The base under the sidewalk shall be 4" of aggregate base, pea gravel or sand, or native soil provided that it has a minimum sand equivalent value of 20 as approved by State Permit Inspector.
14. The finished surface of sidewalk shall have a cross-fall of 1.5% towards the curb. The surface shall be marked into rectangles of not less than 12 sf nor more than 20 sf with a scoring tool which will have the edges rounded or scored to match adjoining sidewalk. Reference is made to Section 73-3.03 of Standard Specifications.
15. Curb and gutter shall be constructed in conformance with alignment and grade of existing curb and gutter with 17.2 lb/cf PCC over minimum of 6" of aggregate base.

16. 12 inches of Asphalt concrete next to the gutter to be removed shall be saw-cut to full depth and replaced with hot mix AC.

EXCAVATION, BACKFILL, PAVEMENT

17. Caltrans is not a member of USA (Underground Service Alert); Caltrans underground facilities are not located by USA. It is solely the permittee's responsibility to locate Caltrans facilities prior to commencing work. A minimum of 2 days prior to start of any excavation authorized by this permit, permittee shall notify USA at 1-800-422-4133.
18. All excavations shall be shored and/or tight sheeted in accordance with Cal-OSHA requirements.
19. Where the edge of the trench is within 2' of existing curb and gutter, the pavement between the trench and the curb and gutter shall be removed and replaced.
20. Trenches shall not be excavated more than 300' in advance of pipe laying and shall not be left open more than 200' in the rear thereof.
21. Unless the work area is protected by K-Rail (allowed only in case of emergency), all open trenches within the traveled way shall be back-filled, compacted, and temporary pavement (minimum 3-inch thick) placed before the end of each working day. Skid resistant steel plates may be substituted for the back filling for short use when shoring is properly placed & maintained upon approval from State permit inspector. For Steel Plating requirements, attention is direction to TR-0157 attached.
22. Backfill material may consist of 1 ½ sack/cy sand cement slurry. Accelerators maybe used when authorized by State Permit Inspector.
23. If Permittee chooses to backfill with native or imported material, a compaction test is required to verify 95% compaction. A qualified third party testing agency shall be identified to perform all the tests such as compaction, AC, & base material during the construction. All reports shall be promptly submitted to the State permit inspector for review and approval.
24. Any import backfill material shall be free of contamination, and a certificate of the material shall be provided to Caltrans Inspector prior to backfill operation.
25. Where it is necessary to tunnel under existing curb, gutter, sidewalk, and/or underground facilities, the void shall be backfilled and vibrated with sand cement slurry.
26. Repairs to PCC pavement shall be made within 5 working days of completion of backfill and shall be made of Class 2 PCC containing a minimum of 5 sack/cy, and shall have the same thickness equal to existing pavement. Concrete shall be satisfactorily cured and protected from disturbance for not less than 48 hours. High early strength concrete maybe required at the discretion of State Permit Inspector. AC pavement shall be as per PG 64-10 Standard.
27. Replacement of roadway structural section shall be equal or better to the thickness and materials in the best portions of existing structural section. Minimum thickness shall be 6" AC over 8" base.
28. Surface restoration shall include cold plane a minimum of 1-foot beyond trench line to a minimum depth of 2 inches.
29. For installations along the road, the entire lane width from lane line to lane line may need to be repaved as directed by State Permit Inspector. The pavement joint shall not be within the wheel track alignment.
30. During operation, if any settlements or cracking appear, the whole operation shall be stopped and the inspector be informed. The proposed corrective measures shall be reviewed and approved and implemented. The situation shall be monitored by permittee and be inspected by Caltrans State Permit Inspector and Caltrans Geotechnical Engineer.

31. Minimum cover of 42" shall be provided for all high and low risk utility (Refer to Caltrans Encroachment Permit Manual Section 605 for High & Low Risk utilities) installations. Minimum cover of 30" shall be provided for all other utility installations.

FIBER OPTIC CABLE (FOC)

32. Permittee shall pothole and positively identify the fiber optics cable (FOC) before any excavation work to ensure that the excavation area is clear of any FOC.
33. In the event the fiber optics cable (FOC) is damaged, temporary fusion splicing will be required within 24 hours to restore the damaged cable, and the permittee shall replace the FOC from vault to vault at the permittee's expense.
34. Permittee shall pay for any temporary wiring or service connections required to keep the existing traffic signal system in effective operation during modifications.

TRAFFIC CONTROL

35. Standard plans may be referenced and are available at <http://www.dot.ca.gov/hq/traffops/signtech/signdel/stdplans.htm>
36. Any work authorized by this permit which requires traffic diversion and/or traffic interruption, including sidewalks and bike paths, shall be approved by the State permit inspector. Attention is directed to Items 13, 14, 15 and 36 of the Encroachment Permit General Provisions (TR-0045).
37. Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the permittee shall close the adjacent traffic lane unless otherwise provided in the permit:

<u>Approach speed of public traffic (posted limit)</u>	<u>Work Areas</u>
Over 45 mph	Within 6' of a traffic lane
45 mph and Under	Within 3' of a traffic lane

38. No traffic control shall be allowed during rainy, foggy or inclement weather.
39. Unless noted in the permit or otherwise authorized by the State permit inspector, the normal working hours of permitted traffic control shall be limited to the hours of 0900 to 1500 Monday through Friday.
40. No traffic control shall be allowed on designated legal holidays. Designated legal holidays are as follows: January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, the first Monday in September, November 11, the fourth Thursday in November and December 25.
41. A California licensed contractor, possessing a valid Class A (General Engineering Contractor) license may perform their own traffic control on State Highways only. A contractor possessing a valid Class C-31 (Construction Zone Traffic Control Contractor) license may perform traffic control on State highways and freeways.
42. At least one person shall be assigned to provide full time maintenance of traffic control devices.
43. All traffic control (signs, lights, flagging, flags and other warning devices) shall conform to the requirements set forth in the latest California Manual on Uniform Traffic Control Devices (MUTCD).
44. Permittee shall obtain a Closure ID and Log number from the State permit inspector. Permittee shall notify the State permit inspector and the Traffic Management Center (TMC) by telephone at (323) 259-2352 immediately prior to a lane/ramp closure. Inform Caltrans' dispatcher the "10-97" closure number before closure installation, and the "10-98" closure number after closure and all signs have been removed with lane/ramp opened to traffic. Permittee should also provide the Caltrans' dispatcher with an on-site phone number where information regarding this permit may be readily obtained during the closure period.
45. Existing traffic signals and highway lighting shall be kept in operation during progress of the work.

46. When ramp closure is required, permittee shall post advance-warning signs a minimum of seven (7) calendar days prior to the actual closure, or as directed by the State permit inspector. Signs shall comply with Caltrans specifications, standards, and shall contain the date, time, and duration of the closure.

HAZARDOUS WASTE

47. All construction debris/materials/water/excess soil shall become the property of the Permittee, and shall be disposed of, outside of Caltrans' right of way, in accordance with all applicable environmental laws and regulations. The Permittee is responsible for proper identification of contamination and management of all construction debris/materials/water/excess soil that are removed, and/or excavated, from the work site. Caltrans Inspector does not sign any manifests or shipping papers. The Permittee shall submit a copy of all manifests generated for materials removed and/or excavated from the State Right-of-Way to the Caltrans Inspector.
48. If groundwater or contaminated material is encountered, Permittee is to stop work and contact the Caltrans Inspector. The Permittee shall submit a Sampling Analysis Plan (SAP), and a Health and Safety Plan (HaSP) for sampling activity through a separate permit. Upon the permit review, additional environmental documents will be required.
49. Permittee is responsible for any violation, penalty, enforcement action, corrective action, remedial action, and any other type of consequence resulting from cross contamination of groundwater (including perched groundwater), improper handling/managing the materials and/or placement of contaminated materials inside Caltrans right of way.
50. Attention is directed to potential for ADL (Aerially Deposited Lead) in unpaved areas along Highways. It is permittee's responsibility that all appropriate measures are taken in conformance with CCR Title 8, Section 1532.1.

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

TO ALL FORMAL BIDDERS

CHECKLIST OF FORMS TO BE RETURNED TO CMWD

**2017 – 2018 FISCAL YEAR ANNUAL
ASPHALT WORK CONTRACT**

SPECIFICATION NO. 17-395

Notice Inviting Bids
Instructions to Bidders
Proposal
Bidding Sheet
Bidder's Plan for Construction
Bidder's Statement of Subcontractors
Bidder's Bond
Certification of Nonsegregated Facilities
Bidder's Questionnaire
Non Collusion Declaration

RETURN TO

**Casitas Municipal Water District
1055 Ventura Avenue
Oak View, CA 93022**

*Bids will be received at the office of the
Casitas Municipal Water District
until 3:00 p.m.
on Thursday, August 10th, 2017*

CASITAS MUNICIPAL WATER DISTRICT

NOTICE INVITING BIDS

2017 – 2018 FISCAL YEAR ANNUAL ASPHALT WORK CONTRACT SPECIFICATION NO. 17 – 395

Sealed bids for the above referenced project and specification will be received by the Casitas Municipal Water District up to **3:00 p.m. on Thursday, August 10th, 2017** at the office of the District, 1055 Ventura Avenue, Oak View, California, 93022, at which time they will be opened and publicly read aloud. Each bid shall be made out on a form to be obtained from the Casitas Municipal Water District. Each bid must be accompanied by a certified check, a cashier's check, or by a bid bond executed by a corporate surety satisfactory to the Casitas Municipal Water District, in the sum of not less than ten (10) percent of the total amount of the bid for the initial patch list, as a guarantee that the bidder will enter into the proposed contract, if it be awarded to them. The guarantee will be forfeited, should the bidder to whom the contract is awarded fail to enter into the contract.

The bidder to whom the contract is awarded may be required to furnish a sworn statement of their financial responsibility, technical ability, and experience.

In accordance with the provisions of Section 1770-1784 of the California Labor Code, the Casitas Municipal Water District has ascertained the general prevailing rate of wages applicable to the work to be done. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon the subcontractor under them, to pay not less than the specified rates to all laborers and mechanics employed by them in the execution of the contract. The wage scale can be obtained on the internet at www.dir.ca.gov/dlsr/statistics_research.html.

All bidders and their subcontractors shall be registered with the California Department of Industrial Relations (DIR). Failure of the bidder or subcontractors to be registered with the DIR shall render their bid as non-responsive and will be rejected except where State code provides for exceptions to the registration requirements. All contractors and their subcontractors shall furnish electronic certified payroll records directly to the Labor Commissioner, also known as Division of Labor Standards Enforcement.

The District reserves the right to waive any formalities which, in the opinion of the Board of Directors, do not materially affect the relationship of the various proposals. The District reserves the right to retain all bids for a period of thirty (30) days and to reject any and all bids for any reason at the sole discretion of the District, with or without cause.

The contract documents shall consist of this Notice Inviting Bids, the Instructions to Bidders, Formal Proposal with Bidding Sheet and Bidder's Plan for Construction, Form of Agreement, Specifications and Drawings, and any changes made by issuance of a supplemental notice.

No formal pre-bid conference is scheduled for this project. Bidders may contact Jordan Switzer at (805) 649-2251 ext. 139 to schedule a time to visit possible locations. A complete bid package (plans and specifications) may be examined and **downloaded free of charge** from our website at: <http://www.casitaswater.org/lower.php?url=bidding-jobs>. Copies may be ordered from Casitas for thirty

(\$30) dollars, or mailed to you for one hundred (\$100) dollars. Please allow 3 working days to print a complete bid package plus mailing time. No refunds will be made.

INSTRUCTIONS TO BIDDERS

Proposal. The proposal shall be submitted on the separate bid forms accompanying these specifications, designated "Proposal" and made a part of these specifications. The proposal shall be enclosed in a sealed envelope marked "Bid" addressed to Casitas Municipal Water District, 1055 Ventura Avenue, Oak View, California, 93022, and shall be endorsed with the name of the project as set forth in the Notice Inviting Bids.

The sealed proposals will be publicly opened and read at the time and place stated in the Notice Inviting Bids. Bidders, or their authorized agents, are invited to be present.

The proposal shall give the price, both in words and in figures, for which the bidder proposes to do the work required by the Specifications and the accompanying Drawings. In the event of disagreement between words and figures, the words will govern and the figures will be disregarded. In the event that the unit price and the total amount named by any bidder for any item are not in agreement, the unit price shall govern and the totals shall be corrected to conform thereto. The bidder shall fill out all blanks of the proposal forms as therein required.

Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal, and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternate proposals will not be considered unless asked for. No oral or telephonic proposals or modifications will be considered.

The District reserves the right to waive any informalities which, in the opinion of the Board of Directors, do not materially affect the relationship of the various proposals. The District reserves the right to reject any and all bids for any reason at the sole discretion of the District, with or without cause.

The proposal may be withdrawn upon request by the bidder without prejudice to themselves prior to, but not after, the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or their duly authorized representative, and is filed with Casitas Municipal Water District.

Proposal Signature. If the proposal is made by an individual, it shall be signed and proposer's full name and address shall be given; if it is made by a partnership, it shall be signed with the partnership name by a member of the firm, who shall sign their own name, and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers, attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

Competency of Bidders. In selecting the bidder for award of the contract, consideration will be given not only to the total amount of the bid, but also to the general competency of the bidder for the performance of the work covered by the proposal. To this end, the District will require bidders to submit a statement of their technical ability, safety record and experience. The District reserves the right to require a statement of the lowest bidder's current financial condition prior to acceptance of the proposal. If requested, such statement shall be prepared on Bidder's Questionnaire forms furnished by the District, shown on pages A-26 through A-32

Bidders' Plan for Construction. As part of the proposal, bidders must furnish a detailed statement of the plan or layout for performing the work. As preparation for the foregoing, each Bidder shall examine carefully the site of the proposed work and the contract documents therefore. It will be assumed that the bidder has investigated, and is satisfied as to, the conditions to be encountered; the characters, quality, and quantities of work to be performed; the quality and quantities of the materials to be furnished, and the requirements of the contract, specifications, and drawings.

Subcontracts. Subcontracts will be permitted, subject to the following provisions. No subcontract will be permitted which has the effect of avoiding the residence or wage requirements, or any other provision of the main contract. Individual subcontractors, or members of the contracting or subcontracting organizations personally engaged upon the work, shall be subject to all the requirements of these specifications applicable to employees working for wages, including but not limited to wages, hours of work, character of workmen and certified payrolls.

Reference is hereby made to the provisions of Chapter 2 of Division 5 of Title 1 of the Government Code of the State of California, commencing with Section 4100, also known as the "Subletting and Subcontracting Fair Practices Act", which is incorporated herein and made a part hereof by reference, and the Contractor is bound thereby and shall be made subject to the consequences named in sections 4110 and 4111 of said Act, in the event of his violation thereof. Each bidder shall, in their bid or offer, set forth: (1) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent of the Contractor's total bid, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Prime Contractor's total bid; and (2) the portion of the work which will be done by each such subcontractor under said Act. The Contractor shall list only one subcontract for each such portion as defined by the Contractor in their bid. If the Contractor fails to specify a subcontractor, or if the Contractor specifies more than one subcontractor for the same portion of the work to be performed under this contract in excess of one-half of one percent of the Contractor's total bid, the Contractor agrees that they are fully qualified to perform that portion, and that they shall perform that portion themselves.

Subcontractors. Bidders must furnish as a part of the proposal, a complete listing of names, addresses, Department of Labor Relations Registration Number (DIR No.) and contractor license number of all subcontractors who will perform work in an amount in excess of one-half (1/2) of one percent (1%) of the total bid price, and a statement of the work which will be done by each subcontractor. The required statement shall be on the form of Bidder's Statement of Subcontractors, accompanying these specifications.

Prevailing Rate at Per Diem Wages. In accordance with the provisions of Section 1770-1784 of the California Labor Code, the District has ascertained the general prevailing rates of wages applicable to the work to be done. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under contractor, to pay not less than the specified rates to all laborers, surveyors and mechanics employed by Contractor in the execution of the contract. The wage can be viewed on the internet at www.dir.ca.gov/dlsr/statistics_research.html. **Final payment for services provided shall not be distributed until receipt of proof of prevailing wage payments.**

The Contractor and all subcontractors shall be subject to Executive Order 12549, “Debarment and Suspension” and Department of Commerce regulations published at 15 CFR Part 26, Subparts A through E, “Governmentwide Debarment and Suspension (Nonprocurement)” for a drugfree work place.

Disqualification of Bidders. More than one proposal from an individual, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which said Bidder is interested. If there is reason for believing that collusion exists among Bidders, all bids will be rejected, and none of the participants in such collusion will be considered in future proposals.

Return of Proposal Guarantee. Proposal guarantees will be held until the contract has been executed. They will be returned to the respective Bidders whose proposals they accompany upon request.

Insurance and Bonds. The Bidder to whom award is made shall promptly secure Workmen's Compensation Insurance, in accordance with the provisions of the California Labor Code and all amendments thereto, and also shall furnish to the District certificate of insurance showing that they have taken out the insurance of the kinds and in the amounts required under the specifications. The successful Bidder shall also promptly secure, with a reasonable corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the said Bidder of all requirements under the Contract and upon the payment of claims of materialmen and laborers there under. Refer to Summary of Insurance, Bond and Payment Requirements for Various Construction Contracts attached.

Permits. The Contractor, at their sole expense, shall be required to obtain all other permits and/or licenses as required. Casitas has an annual permit for State, County and City of Ojai right of way. The Contractor shall follow all permit requirements and pay all fees associated with any required addition permits that are required beyond the existing annual permit.

Licensing of Contractors. All Contractors submitting bids shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California. Effective January 1, 1990, Contractors submitting bids must state, under penalty of perjury, the Contractor's license number and expiration date. Any bid not containing this information shall be considered non-responsive and shall be rejected by Casitas (Business & Professions Code 7028.15). The license required for this project is either a A-General Engineering Contractor, C12 Earthwork and Paving.

Failure of the bidder to meet either of the criteria above shall deem the bid proposal non-responsive and the bid proposal will be rejected.

Supplemental Notices. Full consideration shall be given to all Supplemental Notices in the preparation of Bids, as Supplemental Notices form a part of the Contract Documents. Bidders shall verify the number of Supplemental Notices in the bid. Failure to so acknowledge may cause the Bid to be rejected.

Pre-bid Information Requests. All requests for information and questions regarding this bid proposal, the specifications, permits or the plans shall be submitted to the District. The request can be emailed to the District at jswitzer@casitaswater.com. The District will make a reasonable attempt to respond to the

request prior to the bid opening. It is unlikely that any request for information received after **noon on August 8th, 2017** will be responded to by the bid opening.

Award of Contract. The award of the contract by the Board of Directors of the Casitas Municipal Water District, if it is awarded, will be to the lowest responsible bidder or bidders whose proposal complies with all requirements presented herein. Casitas maintains the right to reject any and all bids for any reason and to waive minor irregularities.

Execution of Contract. The Bidder to whom award is made shall execute a written contract with the Casitas Municipal Water District in the form of agreement provided, and shall furnish certificate of Workmen's Compensation Insurance and good and approved bonds as required in the preceding paragraphs, within seven (7) days from the date of the mailing of a notice from the Casitas Municipal Water District to the Bidder, to the address given by them, of the acceptance of their proposal. At this time Contractor shall also provide District with a completed IRS W-9 form (Request of Taxpayer Identification Number and Certification.)

Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful Bidder refuses or fails to execute the contract, the Casitas Municipal Water District may award the contract to the second lowest responsible Bidder.

Notice to Proceed shall be issued by the District within fifteen (15) days of the receipt of the bonds, insurance and agreements documents satisfactory to the District and the execution of the Agreement by the District. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the District and the Bidder. If the Notice to Proceed has not been issued within the period stated herein, the Bidder may terminate the Agreement without further liability on the part of either party.

PROPOSAL

2017 – 2018 FISCAL YEAR ANNUAL ASPHALT WORK CONTRACT SPECIFICATION NO. 17 – 395

TO: Casitas Municipal Water District
1055 Ventura Avenue, Oak View, California 93022

The undersigned proposes to furnish all materials and labor, and provide all necessary tools and machinery for the completion of the above referenced project and specification, and to perform and complete all the work in the manner set forth, described, and shown in the specifications or on the drawings for the work and in the form of agreement.

The bidder agrees that, upon receipt of written notice of the acceptance of this proposal within seven (7) days after the opening of the bids, bidder will execute the contract in accordance with the proposal as accepted and furnish the required bonds and will secure the required insurance, all within seven (7) days from the date of mailing of said notice of acceptance to them at their address as given below; and that, upon failure to do so within said time, then the proposal guarantee accompanying this proposal shall become the property of the Casitas Municipal Water District as liquidated damages for such failure, and shall be deposited as monies belonging to the Casitas Municipal Water District. If said bidder shall execute the contract, furnish the required bonds, and secure the required insurance, the proposal guarantee check or bond shall be returned to them within five (5) days thereafter.

The bidder declares that they have read the Notice Inviting Bids and the Instructions to Bidders, and agrees to all the stipulations contained therein; that they have examined the site of the work, the form of agreement, the specifications and the drawings therein referred to; that they propose and agree, in the event their bid as submitted in the attached Bidding Sheet be accepted, to enter into a contract to perform all the work mentioned in the agreement and the specifications, and to complete the same within the time stipulated therein; and that they will accept in full payment therefore the amount named in said Bidding Sheet.

The bidder further declares that the surety or sureties named in the space provided below have agreed to furnish bonds in the form and amounts set forth in the Instructions to Bidders, in the event the contract is awarded on the basis of this proposal.

Dated: _____

Bidder

(Corporate Seal)

By: _____

Title: _____

Telephone No. _____

Corporation organized under
the laws of the State of

Bidder's post office address:

Contractor's License Number:

Date of Expiration: _____

Surety or Sureties agreeing to furnish bond:

Names and addresses of all members of the
partnership, or names and titles of all officers of
the corporation:

BIDDING SHEET

2017 – 2018 FISCAL YEAR ANNUAL ASPHALT WORK CONTRACT SPECIFICATION NO. 17 – 395

Schedule of prices for all work, materials and site cleanup for the above-mentioned project and specification in accordance with these specifications. Any item not specifically mentioned shall be considered incidental to the item to which it pertains. The bidder shall list prices for all bid items. Bids received which do not list prices in succession shall be rejected. Quantity and unit are listed for initial patch list.

Bid Item #	Quantity & Unit	Description & Price in Words	Unit Price	Amount \$
1	1 LS	Initial Mobilization / Demobilization to and between all patch locations on patch list for the lump sum price of _____ Dollars	NA	
2	1 LS	Mobilization / Demobilization to and between all patch locations on patch list for lump sum price of _____ Dollars per need for asphalt work notification.	NA	
Asphalt Patchwork in Private Roadways and/or at District Facilities				
3	26 SF	Remove cold mix and install ½ or ¾ - inch aggregate asphalt concrete (AC) and compact to a thickness of two (2) inches for the unit price of _____ Dollars per square foot.	_____/SF	
4	38.5 SF	Remove cold mix and install ½ or ¾ - inch aggregate asphalt concrete (AC) and compact to a thickness of three (3) inches for the unit price of _____ Dollars per square foot.	_____/SF	
5	1 SF	Remove cold mix and install ½ or ¾ - inch aggregate asphalt concrete (AC) and compact to a thickness of four (4) inches for the unit price of _____ Dollars per square foot.	_____/SF	
6	1SF	Remove cold mix and install ½ or ¾ - inch aggregate asphalt concrete (AC) and compact to a thickness of six (6) inches for the unit price of _____ Dollars per square foot.	_____/SF	
7	1 SF	Grind perimeter of patch to a depth of 1-1/2 inches and provide and compact 1-1/2 inches of asphalt concrete (AC) for the unit price of _____ Dollars per square foot.	_____/SF	
8	1 Valve Can	Raise valve can in accordance with Plate E-4(a) of Ventura County Road Standards (excluding AC) for the unit price of _____ Dollars per valve can.	_____/Valve Can	
Asphalt Patch in County of Ventura Right-of-Way				
9	266 SF	Remove cold mix and install ½ or ¾ - inch aggregate asphalt concrete (AC) and compact to a thickness of three (3) inches for the unit price of _____ Dollars per square foot.	_____/SF	
10	1 SF	Remove cold mix and install ½ or ¾ - inch aggregate asphalt concrete (AC) and compact to a thickness of four (4) inches for the unit price of _____ Dollars per square foot.	_____/SF	
11	1 SF	Remove cold mix and install ½ or ¾ - inch aggregate asphalt concrete (AC) and compact to a thickness of six (6) inches for the unit price of _____ Dollars per square foot.	_____/SF	
12	79 SF	Grind perimeter of patch to a depth of 1-1/2 inches and provide and compact 1-1/2 inches of asphalt concrete (AC) for the unit price of _____ Dollars per square foot.	_____/SF	

Bid Item #	Quantity & Unit	Description & Price in Words	Unit Price	Amount \$
13	37 Valve Cans	Raise valve can in accordance with Plate E-4(a) of Ventura County Road Standards (excluding AC) for the unit price of _____ Dollars per valve can	_____/Valve Can	
Asphalt Patch in City of Ojai Right-of-Way				
14	16 SF	Remove cold mix and install asphalt concrete (AC) per City of Ojai requirements and compact to a thickness of three (3) inches for the unit price of _____ Dollars per square foot.	_____/SF	
15	1 SF	Remove cold mix and install asphalt concrete (AC) per City of Ojai requirements to a thickness of four (4) inches for the unit price of _____ Dollars per square foot.	_____/SF	
16	1 SF	Remove cold mix and install asphalt concrete (AC) per City of Ojai requirements to a thickness of six (6) inches for the unit price of _____ Dollars per square foot.	_____/SF	
17	20 SF	Grind perimeter of patch to a depth of 1-1/2 inches and provide and compact 1-1/2 inches of asphalt concrete (AC) for the unit price of _____ Dollars per square foot.	_____/SF	
18	1 Valve Can	Raise valve can in accordance with Plate E-4(a) of Ventura County Road Standards (excluding AC) for the unit price of _____ Dollars per valve can	_____/Valve Can	
Asphalt Patch in Caltrans Right-of-Way				
19	1 SF	Remove cold mix and install 1/2 or 3/4 - inch aggregate asphalt concrete (AC) and compact to a thickness of three (3) inches for the unit price of _____ Dollars per square foot.	_____/SF	
20	1 SF	Remove cold mix and install 1/2 or 3/4 - inch aggregate asphalt concrete (AC) and compact to a thickness of four (4) inches for the unit price of _____ Dollars per square foot.	_____/SF	
21	1 SF	Remove cold mix and install 1/2 or 3/4 - inch aggregate asphalt concrete (AC) and compact to a thickness of six (6) inches for the unit price of _____ Dollars per square foot.	_____/SF	
22	1 SF	Grind perimeter of patch to a depth of 1-1/2 inches and provide and compact 1-1/2 inches of asphalt concrete (AC) for the unit price of _____ Dollars per square foot.	_____/SF	
23	1 Valve Can	Raise valve can in accordance with Plate E-4(a) of Ventura County Road Standards (excluding AC) for the unit price of _____ Dollars per valve can	_____/Valve Can	
Traffic Control				
24	33 Each	Provide traffic control for roadways with posted speed limits of 25 MPH and below at the unit price of _____ Dollars per patch(s) within a 50 foot radius.	_____/50 ft radius	
25	1 Each	Provide traffic control for roadways with posted speed limits of 30 – 40 MPH at the unit price of _____ Dollars per patch(s) within a 50 foot radius.	_____/50 ft radius	

Bid Item #	Quantity & Unit	Description & Price in Words	Unit Price	Amount \$
26	1 Each	Provide traffic control for roadways with posted speed limits of 45 – 55 MPH at the unit price of _____ Dollars per patch(s) within a 50 foot radius.	_____/50 ft radius	
Miscellaneous				
27	1 Each	Placement and removal of steel plate at the unit price of _____ Dollars per steel plate.	_____/Steel Plate	
28	1 SF	Removal of existing concrete, prepare subgrade, pour and finish Portland cement concrete (PCC) at a thickness of 3” at the unit price of _____ Dollars per square foot	_____/SF	

TOTAL BID AMOUNT (Item 1 -28) \$ _____

The above quantities are based on a unit price, measurement and payment for each bid item per Part E of specifications. **Bid Items 2-27 quantities are for currently known quantities. Where the Bid Item has a listed quantity of “1”, there is not any current need for this item but may be required during the term of the agreement. The unit quantities may change and no adjustment to the unit price will be made based on a change in quantity.** Bidder will not be released on account of errors. When a discrepancy occurs between the written price and the number listed, the written price shall govern. The Bidder understands that the District reserves the right to reject any or all bids, and to waive any formalities in the bidding.

Date: _____

BIDDER: _____

By: _____

Title: _____

License No. _____ Expiration Date: _____

(CORPORATE SEAL)

License Classifications: _____ DIR No. _____

Telephone. No: _____ Cell No: _____

Fax No: _____ Email: _____

Address: _____

BIDDER'S STATEMENT OF SUBCONTRACTORS

The bidder is required to state the name and address of each subcontractor who will perform work in an amount in excess of one-half (2) of one percent (1%) of the total bid price and the portion of the work which each subcontractor will do.

The undersigned submits herewith a list of subcontractors whom he proposes to employ on the work, with the proper firm name and business address of each and a statement of the work or bid item which will be done by each subcontractor.

Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()
Subcontractor		Portion of Work
Location and Place of Business		DIR No.
License No.	Expiration Date: / /	Phone ()

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we _____

_____, as PRINCIPAL,

and

_____, as SURETY,

are held and firmly bound unto the Casitas Municipal Water District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the Casitas Municipal Water District, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ _____

THE CONDITIONS OF THIS OBLIGATION ARE SUCH,

That whereas the Principal has submitted the above-mentioned bid to the Casitas Municipal Water District, for certain construction specifically described as **2017 – 2018 Fiscal Year Annual Asphalt Work Contract – Specification No. 17 – 395** which bids are to be opened at the office of Casitas Municipal Water District on **August 10th, 2017 at 3:00 pm.**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the heading Instructions to Bidders, after the prescribed forms are presented to him for signature, enters into a written contract, in the form set forth in said specifications, in accordance with the bid, and files the two bonds with the District, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by Instructions to Bidders and Certificate of Insurance for Workmen's Compensation and Contractor's liability insurance, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

Bidder's Bond (Continued)

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2017.

Principal

By _____

(SEAL)

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause).

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Contractor

Signature

Title

Date: _____

BIDDER'S QUESTIONNAIRE

INSTRUCTIONS

Pending award of a contract to the lowest bidder, Casitas may require bidders to submit a statement of their current financial condition, technical ability and experience (reference is made to the paragraph on Page A-3 of the Instructions to Bidders entitled "Competency of Bidders").

Each bidder shall be required to complete the attached Bidder's Questionnaire. Each subcontractor for a bidder whose work has a monetary value of 15 percent or more of the total price bid shall also be required to complete the Bidder's Questionnaire and submit said Bidder's Questionnaire(s) with the bid package.

Bidder's Questionnaire (Continued)

PART I - BIDDER'S STATEMENT OF TECHNICAL ABILITY AND EXPERIENCE

A. History of Bidder

1. Total years organization doing business. _____

2. Has your organization done business under another name? Yes _____ No _____

If yes, state name and address of organization(s) and/or names and addresses of owners or principals.

_____	_____
_____	_____
_____	_____
_____	_____

3. List all principals, owners, partners and stockholders owning more than 10 percent of a corporation.

Name

Name

_____	_____
_____	_____
_____	_____
_____	_____

4. State the name of your organization's Responsible Managing Employee or Officer.

Name	State Contractor's License No.	Classification

Bidder's Questionnaire (Continued)

5. List all jobs for which you were either sued by the owner or you sued the owner within the past ten (10) years. Give name of suit, court and number and disposition thereof.

Name of Suit	Court and Number	Disposition

6. List all jobs for which you asked extra compensation of more than 25 percent of the original contract price.

Name of Owner	Address	Result

Bidder's Questionnaire (Continued)

B. Experience

List all of the jobs in which your organization has been involved during the last five years where the predominant type of construction is similar to this job.

1. Project Completion Date⁽¹⁾ _____
Value of Contract⁽²⁾ _____
General Description of Work⁽³⁾ _____
Name and Address of Owner _____

Party to Contact _____
Phone Number _____
State whether organization was prime, joint venture, sub or other:

2. Project Completion Date _____
Value of Contract _____
General Description of Work _____
Name and Address of Owner _____

Party to Contact _____
Phone Number _____
State whether organization was prime, joint venture, sub or other:

(1) Project Completion Date - If current, state current; if incomplete, state incomplete.
(2) Value of Contract is the total amount of money paid for your work, including all settlements or judgments.
(3) General Description of Work should indicate the predominant type of construction; i.e., water pipeline, paving, earthwork, sewer, pump plant, etc.

Bidder's Questionnaire (Continued)

3. Date of Project _____
Value of Contract _____
General Description of Work _____
Name and Address of Owner _____

Party to Contact _____ Phone Number _____

State whether organization was prime, joint venture, sub or other:

3. Date of Project _____
4. Value of Contract _____
General Description of Work _____
Name and Address of Owner _____

Party to Contact _____ Phone Number _____

State whether organization was prime, joint venture, sub or other:

5. Date of Project _____
Value of Contract _____
General Description of Work _____
Name and Address of Owner _____
Party to Contact _____ Phone Number _____

State whether organization was prime, joint venture, sub or other:

PART II - CONTRACTOR'S STATE LICENSE

1. List all Contractor's State Licenses issued to your organization or to any of your principals.

Name of License Holder	Position in Organization	License No.	Classification	Date of Expiration

2. Has your organization or any of the license holders in your organization been refused the issuance of a State Contractor's License or been disciplined by the State Contractor's Board? Yes () No ()

If yes, please explain.

If yes, please explain. _____

PART III – CONTRACTOR’S SAFETY RECORD

1. List your firm’s experience modification rate (EMR) for the last 3 years. The EMR is available from your Worker’s Compensation Insurance firm. This is only required from Firms with Worker’s Compensation Insurance premiums in excess of \$50,000.

_____	_____	_____	_____	_____	_____
Year	EMR	Year	EMR	Year	EMR

2. List your firm’s Recordable Incident Rate (RIR) for the last 3 years. Incident Rate information is available from your OSHA 200/300 Log and from your insurance carrier.

$$\frac{\text{Total number of recordable incidents} \times 200,000}{\text{Total employee hours worked}} = \text{RIR}$$

_____	_____	_____	_____	_____	_____
Year	RIR	Year	RIR	Year	RIR

3. List your firm’s Lost Time Incident Rate (LTIR) for the last 3 years. Incident Rate information is available on your OSHA 200/300 Log and from your insurance carrier.

$$\frac{\text{Total number of lost time incidents} \times 200,000}{\text{Total employee hours worked}} = \text{LTIR}$$

_____	_____	_____	_____	_____	_____
Year	LTIR	Year	LTIR	Year	LTIR

Bidder's Questionnaire (Continued)

Casitas has established the following minimum requirements for this project:

EMR – None greater than 1.2 over the last 3 years

RIR - None greater than 9 over the last 3 years

LTIR – None greater than 4 .5 over the last 3 years

4. Do you have a written safety program that includes hazardous communications? _____

5. Do you have a substance abuse policy? _____

6. Do all new employees complete safety orientation before performing any work activities? _____

7. Do you conduct jobsite safety inspections? _____

8. Do you conduct and document post accident investigations? _____

PART IV – FINANCIAL CONDITION (This portion only needs to be completed if requested by Casitas after the bid opening)

1. Submit your firm’s most recent audited financial statement or financial data or other information and references sufficiently comprehensive to permit an appraisal of your current financial condition.

2. Submit your firm’s most recent balance sheet and profit and loss statement.

I certify under penalty of perjury that the foregoing is true and correct.

Name of Organization: _____

By: _____

Title: _____

Date: _____

