

CITY OF CAMARILLO

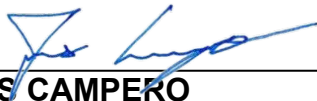
PUBLIC WORKS DEPARTMENT CAPITAL PROJECTS

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

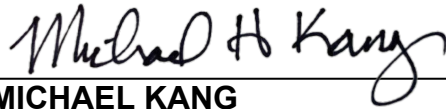
WASH WATER RECOVERY UNIT COVER ADDITION

PROJECT NO. MC-2024-3

**BIDS TO BE OPENED ON
November 21, 2024, AT 3:00 P.M.**



JAMES CAMPERO
ASSISTANT DIRECTOR OF PUBLIC WORKS -
CITY ENGINEER
R. C. E. 76459, Exp. 12/31/2024



MICHAEL KANG
PRINCIPAL CIVIL ENGINEER

WASH WATER RECOVERY UNIT COVER ADDITION - PROJECT NO. MC-2024-3

PROJECT ADMINISTRATION

All inquiries relative to this project shall be directed to Noah Cogswell, Associate Engineer of the City of Camarillo Public Works Department, prior to opening of bids. All questions relating to interpretation of the Contract Documents or products must be submitted in writing five (5) business days prior to the opening of bids, and responses will be in the form of written addenda, if required as further described in the bid documents. Questions submitted after this time period will not be answered.

Noah Cogswell
Associate Engineer
Public Works Department
601 Carmen Drive
Camarillo, CA 93010
Telephone: (805) 388-5340
Fax: (805) 388-5387
Email: ncogswell@cityofcamarillo.org

CITY OF CAMARILLO

1. NOTICE INVITING BIDS
2. INSTRUCTIONS TO BIDDERS
3. BID PROPOSAL
4. PUBLIC WORKS CONTRACT
5. GENERAL CONDITIONS/SPECIFICATIONS
6. SPECIAL PROVISIONS

WASH WATER RECOVERY UNIT COVER ADDITION - PROJECT NO. MC-2024-3

Project Number: MC-2024-3

Date: September 23, 2024



Assistant Director of Public Works - City Engineer

BIDS WILL BE RECEIVED UNTIL

November 21, 2024, AT 3:00 P.M.

Via electronic transmission on the City of Camarillo
PlanetBids portal site

CITY OF CAMARILLO

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City of Camarillo ("CITY"), will receive bids for the below stated Project ONLY via electronic transmission on the CITY'S online PlanetBids portal site until 3:00 p.m., November 21, 2024, and will be opened and posted online via PlanetBids portal site immediately thereafter.

WASH WATER RECOVERY UNIT COVER ADDITION - PROJECT NO. MC-2024-3

The project to be constructed consists of installation of an aluminum cover, consisting of aluminum panels, equipment enclosures, gooseneck vents, and related work as shown on drawings to prevent storm water intrusion into the treatment tank at the Camarillo Desalter.

Obtaining Bid Documents: The Bid Documents for this project are on file in the office of the undersigned. In addition prospective bidders may obtain free copies of these documents, including Proposal, Bid forms, Specifications, and Plans by registering online as a prospective bidder on the City of Camarillo PlanetBids portal site: <https://pbsystem.planetbids.com/portal/56271/portal-home>. Hard copies are also available from the City of Camarillo, at 601 Carmen Drive, Camarillo, California 93010. THERE IS A \$70 SERVICE CHARGE (ADD \$15 POSTAGE IF PLANS ARE TO BE MAILED). These amounts are not refundable. Checks should be made payable to the City of Camarillo. Bidders may also obtain Bid Documents from the CITY website at <https://www.cityofcamarillo.org/cip> with no fee.

Plans, general and special provisions, and proposal forms for the project are also filed with the following: Dodge Data & Analytics, www.construction.com; Ventura County Contractors' Association, 1830 Lockwood Street, Suite 110, Oxnard, California 93030; BidAmerica, 41085 Elm Street, Murrieta, California 92562 (www.bidamerica.com); Plan Room, Construction Bidboard, Inc., 11622 El Camino Real, 1st Floor, San Diego, California 92130; Builders Notebook, 133 E. De La Guerra Street, Suite 62, Santa Barbara, California, 93101; and are by reference made a part of this Notice.

Bidders must be registered on the City of Camarillo's PlanetBids portal in order to receive addendum notifications and to submit a bid. Go to PlanetBids for bid results and awards. It is the responsibility of the bidder to submit the bid with sufficient time to be received by PlanetBids prior to the bid opening date and time. Allow time for technical difficulties, uploading, and unexpected delays. Late or incomplete bids will not be accepted.

Plans and special provisions are based on the use of the Standard Specifications for Public Works Construction, 2018 edition, written and promulgated by Public Works Standards, Inc. and all supplements thereto.

Bid Bond: The bid must be accompanied with an uploaded scanned copy to PlanetBids of the bid security in the form of a money order, a certified cashier's check, or bidder's bond executed by an admitted surety, made payable to CITY. The bid security shall be an amount equal to ten percent (10%) of the total annual bid amount included with their proposals as required by California law.

Note: The original security of the three (3) lowest bidders must be submitted to the Public Works Department at 601 Carmen Drive, Camarillo, California 93010, in a sealed envelope and be received or postmarked within three (3) City business days after the bid due date and time for the bid to be considered. The sealed envelope should list the Bidder's Name and be plainly marked on the outside: "SEALED BID SECURITY FOR WASH WATER RECOVERY UNIT COVER ADDITION – PROJECT NO. MC-2024-3."

Pre-Bid Meeting: A mandatory pre-bid meeting is scheduled for 10:00 a.m. on October 30, 2024, at the North Pleasant Valley Desalter Facility, 2727 Somis Road, Camarillo, California 93012.

Required Contractor's License(s): Under Business & Professions Code section 7028.15 (e), a bid submitted to the City must be by a licensed contractor in accordance with Division 3, Chapter 9 of the Business & Professions Code unless one of the exceptions in Section 7028.15 applies.

Under Public Contract Code section 3300, the bidder must possess at the time a contract is awarded all classifications of contractor's licenses required by the City. For this project, the City requires that the bidder possess a valid **Class A or Class B** contractor's license.

Under Public Contract Code section 20103.5, failure of a bidder to be properly licensed at the time of the award of the contract will constitute a failure to execute the contract and will result in a forfeiture of the security of the bidder.

Required Contractor and Subcontractor DIR Registration: The City will accept bids only from bidders that (along with all subcontractors listed) are currently registered and qualified to perform public work pursuant to Labor Code section 1725.5; provided, however, that if a bidder is a joint venture (Business & Professions Code § 7029.1) or if federal funds are involved in the project, then City may accept a non-complying bid provided that the bidder and all listed subcontractors are registered at the time the contract is awarded. Information on registration with the DIR is available at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. This is a separate requirement from the Contractors State License Board licensing requirement.

Substitution of Securities: In accordance with Public Contract Code section 22300, substitution of eligible and equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder. Such equivalent securities must be deposited with City or with a state or federally chartered bank as the escrow agent who will then pay such moneys to the contractor. Upon satisfactory completion of the contract, the securities will be returned to the contractor. Securities eligible for investment include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and City. The contractor will be the beneficial owner of any securities used to secure its performance. Any escrow agreement will be substantially similar to the form set forth in Public Contract Code section 22300.

Federal Certificate: If this Notice indicates that this project is a federally-funded project and the Bid Proposal is for more than \$100,000, the bidder and each of its subcontractors must submit signed copies of the Federal Certificate for Contracts, Grants, Loans and Cooperative Agreements.

Labor Code Compliance: Any contract entered into pursuant to this Notice will incorporate the applicable provisions of the California Labor Code.

Prevailing Wage Laws: The successful bidder must comply with all prevailing wage laws applicable to the project, and related requirements contained in the contract documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City, and may be obtained from the DIR website: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Upon request, City will make available copies to any interested party. Also, the successful bidder must post the applicable prevailing wage rates at the work site.

If federal funds are used to pay for the project, contractor and any subcontractor must agree to comply, as applicable, with the labor and reporting requirements of the Davis-Bacon Act (40 USC § 276a-7), the Copeland Act (40 USC § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC § 327 and following).

Federal Wage Rates: For projects using federal funds that are subject to the Davis-Bacon Act (40 USC § 276a-7), a copy of the Federal determination of prevailing wages is available on the Internet at <https://sam.gov/content/home> and the determinations must be complied with. Prevailing wage determinations must also be posted at each job site. The successful bidder and any subcontractor must agree to comply, as applicable, with the labor and reporting requirements of the Davis-Bacon Act, the Copeland Act (40 USC § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC § 327 and following).

Payroll Records and Prevailing Wage Monitoring: This project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations. (Labor Code § 1771.4.). Each contractor and subcontractor must keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the contractor or subcontractor in connection with the public work. These records must be certified and made available by the contractor as required by Labor Code section 1776. In the case of state-funded public works projects, certified payroll reports must be provided to City on a weekly basis. In the case of federally-funded public works project and in accordance with 29 C. F. R. § 5.5(a)(3), the contractor will be required to submit weekly payroll reports and compliance statements for this project.

Reservation of Rights: The City Council reserves the right to reject any or all bids, waive any irregularities in the bids, and to make an award or any rejection in what it alone considers to be in the best interest of the City.

Dated this 23rd day of September, 2024.

CITY OF CAMARILLO

By: 

James Campero
Assistant Director of Public Works –
City Engineer

NOTICE INVITING BIDS

CITY OF CAMARILLO

INSTRUCTIONS TO BIDDERS

WORK IDENTIFICATION: **WASH WATER RECOVERY UNIT COVER**
ADDITION -
PROJECT NO. MC-2024-3

1. Terms Defined

1.1 Terms used in these Instructions to Bidders which are defined in the General Conditions/Specifications have the meaning assigned to them in the General Conditions/Specifications.

1.2 The term “successful bidder” means the lowest, responsible bidder to whom City makes an award of contract on the basis of City’s evaluation as provided in these Instructions.

1.3 The term “Standard Specifications” or “S.S.P.W.C.” means Standard Specifications for Public Works Construction written and promulgated by Public Works Standards, Inc., 2018 edition and all supplements thereto, available from BNi Publications, Inc., 990 Park Center Drive, Suite E Vista, CA 92081.

2. Copies of Contract Documents

2.1 Bidders may obtain complete sets of the Contract Documents from PlanetBids, the City of Camarillo website, or the City’s Public Works Department for the sum stated in the notice inviting bids.

2.2 Bidders will use a complete set of Contract Documents in preparing bids.

2.3 The City makes copies of the Contract Documents available, on the above terms, for the sole purpose of obtaining bids for the Work and does not confer a license or grant permission for any other use of the Contract Documents.

2.4 Complete sets of Contract Documents must be used in preparing bids. It is the bidder’s obligation to ensure that the bidder has received a complete set of Contract Documents. Neither City nor its agents, officers or employees assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. The City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading, or printing of the Bidding Documents.

3. Qualifications of Bidder

3.1 The City will accept bids only from bidders that (along with all subcontractors listed) are currently registered and qualified to perform public work pursuant to

Labor Code section 1725.5; provided, however, that if a bidder is a joint venture (Business & Professions Code §7029.1) or if federal funds are involved in the project, then City may accept a non-complying bid provided that the bidder and all listed subcontractors are registered at the time the contract is awarded. This is a separate requirement from the Contractors State License Board licensing requirement below.

3.2 The bidder must be licensed to perform as prime contractor in accordance with the provisions of the Contractor's State License Law (Bus. & Prof. Code § 7000 and following). Prior to awarding a bid, unless an exemption set forth in Business and Professions Code section 7028.15 applies, City will verify that the bidder was properly licensed when the bid was submitted. If a bidder was not so licensed, the bid will be considered non-responsive and will be rejected by City.

Under Public Contract Code section 3300, the bidder must possess at the time a contract is awarded all classifications of contractor's licenses required by the City. For this project, the City requires that the bidder possess a valid **Class A or Class B** contractor's license.

3.3 In addition to a state license, the contractor must also obtain a City of Camarillo business tax certificate before commencing work. The business tax certificate may be secured after the bids are opened, but prior to executing the contract. The business tax certificate must be kept current throughout the project until the recording of the Notice of Completion.

3.4 In order for City to determine the successful bidder, the bidder must be prepared to submit in writing, within five days after being requested to do so by City, such information and data as City may request, including without limitation, financial data, and previous experience. City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy City that the bidder is the lowest responsible bidder properly qualified to carry out the contract.

3.5 The bidder may be required to establish to the satisfaction of City the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Contract Documents.

3.6 Experience: The bidder must have a minimum of 3-years of experience in constructing work similar in character and magnitude to the work included in the bid. The work must be prosecuted with employees meeting the experience requirements along with appropriate apprentices. Employees used for satisfying this experience requirement or alternate staff with equal or better experience must be used continuously for the duration of the project. Changes in staffing must be submitted for approval by the Engineer.

4. Examination of Contract Documents and Site

4.1 Before submitting a bid, the bidder must: (i) examine the Contract Documents thoroughly, including without limitation the Contract wherein each of the other Contract Documents is identified; (ii) visit the site and the locality where the work is to be performed to become familiar with local conditions that may in any manner affect the cost, progress or performance of the work in strict accordance with the Contract Documents; (iii) become familiar with all federal, state and local laws, ordinances, rules and regulations that may

in any manner affect the cost, progress or performance of the work in strict accordance with the Contract Documents; and (iv) study and carefully correlate bidder's observations with the Contract Documents.

4.2 Under Public Contract Code section 3400 and the Contract Documents, all specifications are deemed to include the words "or equal," provided, however, permissible exceptions may be noted in the General Conditions/Specifications.

4.3 Reports, if any, of investigations and test of subsurface and latent physical conditions at the work site or otherwise affecting cost, progress or performance of the work which have been relied upon by the City Engineer in preparing the drawings and specifications are identified in the Special Provisions. City will make copies of such reports available to any bidder upon request. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting the bid, the bidder must, at bidder's expense, make such additional investigations and tests as the bidder may deem necessary to determine its bid for performance of the work in strict accordance with the Contract Documents.

4.4 Upon request to the office of the City Engineer at 601 Carmen Drive, Camarillo, 805-388-5340, City will provide each bidder reasonable access to the job site to conduct such investigations and tests as the bidder may deem necessary for submission of its bid. Bidders performing investigative testing must obtain permit and restore areas affected by such activities. Investigations and tests that cause unreasonable disruptions may not be permitted.

4.5 The lands upon which the work is to be performed, rights-of-way for access thereto and other lands designated for use by contractor in performing the work are identified in the Drawings and/or Specifications.

4.6 By submitting a bid, the bidder warrants that it has complied with every requirement of this Section 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

5. Interpretation

5.1 In the event of conflict between requirements as shown on the drawings and the specifications, the following order of precedence will govern: permits from other agencies; change orders; supplemental agreements and approved revisions to plans and specifications; Special Provisions; General Conditions/Specifications; plan details; Plans; Standard Plans; Standard Specifications; Reference Specifications. In the event of any discrepancy between any drawings and the figures written thereon, the figures will govern.

5.2 All questions about the meaning or intent of the Contract Documents must be submitted to the Engineer in writing not less than five days prior to the date for the opening of bids.

5.3 All interpretations will be issued by written Addenda, which will be on file in the office of the City Engineer at 601 Carmen Drive, Camarillo, and posted to the City's website, PlanetBids, and distributed to the planrooms listed in the Notice Inviting Bids. It is the bidder's responsibility to determine if any Addenda have been issued. Failure of the bidder to receive any such Addenda will not relieve the bidder from any obligation under its submitted bid.

5.4 Only interpretations issued by written Addenda will be binding. All such Addenda will become part of the Contract Documents. Interpretations issued orally or by any means other than as specified in this Section 5 will have no legal effect.

6. Bid Proposal

6.1 Bids MUST be submitted on the City of Camarillo PlanetBids Portal. Hard copy bids submitted or any other method of bid submission to the City of Camarillo will not be accepted. Each bid must be on a Bid Proposal furnished by City as part of the Contract Documents. Any change in, or addition to, the Bid Proposal or any other modification of the Bid Proposal which is not specifically called for in the Contract Documents or the omission from the Bid Proposal of any information or response which is specifically called for in the Contract Documents may result in City's rejection of the bid as not being responsive to the Notice Inviting Bids.

6.2 All blanks in the Bid Proposal must be appropriately responded to. If an answer or other response to a blank is not applicable, the bidder should respond with "N.A."

6.3 Bid on all items listed in the Bid Schedule including all Prices (Unit and Total).

6.4 State in figures the unit prices, lump sum prices and extensions as indicated, which will be the prices for which you propose to supply all services and materials and to perform all work required by the plans and specifications. All items described are to be construed as complete and in place.

6.5 Include in the items for which bids are entered, all work shown on the plans or required by the specifications for which a specific bid item is not provided.

6.6 The Bid Proposal may not contain any erasures, interlineations or other corrections, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the person(s) signing the bid.

6.7 The Bid Proposal and each Attachment must be executed in the manner required by Section 14 below.

6.8 No person, including without limitation, any individual, partnership or corporation, may make, file or be interested in more than one bid for the work unless alternate bids are specifically called for in the Specifications. A person that has submitted a sub-bid to a bidder or that has quoted prices of materials to a bidder is not disqualified from submitting a sub-bid or quoting prices to other bidders or making a prime bid.

6.9 When the Notice Inviting Bids indicates that this project is a federally-funded project and the Bid Proposal is for more than \$100,000, the bidder and each of its subcontractors must submit signed copies of the Federal Certificate for Contracts, Grants, Loans and Cooperative Agreements.

7. Submission of Bid

7.1 The bid must be submitted within the time prescribed, at the place and in the manner indicated in the Notice Inviting Bids.

7.2 The bid must be accompanied by bidder's security in an amount equal to at least ten percent (10%) of the bid amount, which security must be lawful money of the United States of America and in one of the following forms: (i) cash; (ii) cashier's check made payable to City; (iii) certified check made payable to City; or (iv) bid bond executed by a surety insurer authorized to do business in the State of California and made payable to City. If the security is a bid bond, it must be submitted on the form which is part of the Bid Proposal or on a form substantially similar thereto. (Public Contract Code § 20170.)

7.3 All bids must be accompanied with an uploaded scanned copy of the bid security uploaded to PlanetBids. The original security of the three (3) lowest bidders must be submitted to the Public Works Department at 601 Carmen Drive, Camarillo, California 93010, in a sealed envelope and be received or postmarked within three (3) City business days after the bid due date and time for the bid to be considered. The sealed envelope should list the Bidder's Name and be plainly marked on the outside: "SEALED BID SECURITY FOR WASH WATER RECOVERY UNIT COVER ADDITION – PROJECT NO. MC-2024-3."

7.4 The bid form, bid security, and all other documents required to be submitted with the bid must be submitted via electronic transmission on the City of Camarillo PlanetBids portal site as further described in the Notice to Bidders.

7.5 Bidders must be registered on the City of Camarillo's PlanetBids portal in order to submit a bid. Go to the PlanetBids portal site for bid results and awards. It is the responsibility of the bidder to submit the bid with sufficient time to be received by PlanetBids prior to the bid opening date and time. Allow time for technical difficulties, uploading, and unexpected delays. Late or incomplete bids will not be accepted.

7.6 Submission of a bid on PlanetBids portal shall constitute acknowledgement and acceptance of all terms and conditions set forth herein.

8. Withdrawal or Modification of Bid

The bidder may withdraw or modify its bid in the PlanetBids Portal system at any time prior to the opening of bids.

9. Bids to Remain Open

All bids will remain open for 60 days after the date of the opening of bids. Prior to that date, City may, at its sole discretion, (i) release any bid and return the bidder's security, or (ii) release all bids and return all bidder's security, upon the successful bidder's furnishing of the required bonds and certificate and any other required documents and return to City the required number of executed copies of the Contract.

10. Errors In Bid

10.1 If a discrepancy between the unit price and the item total of a bid exists, the unit price will control unless the unit price is illegible, omitted, or the same as the item total, in which case the bid will be deemed nonresponsive. If applicable, the total bid amount will be adjusted according to any revised item totals.

10.2 If a discrepancy between the item totals and the total bid amount exists, the item totals will control unless the total bid is illegible or omitted, in which case the bid will be deemed nonresponsive.

10.3 Except as provided in Sections 10.4 and 10.5 below, bidders will not be released from their bids on account of error.

10.4 Where the prime contractor asserts a claim of inadvertent clerical error in the listing of a subcontractor, City will allow the substitution of the intended subcontractor under the procedures set forth in Public Contract Code section 4107.5.

10.5 Where the bidder gives City notice addressed to the City contact listed in the Project Administration page within five days of the opening of the bid and can establish to the satisfaction of City that a mistake was made which makes the bid materially different than intended, that the mistake was made in filling out the bid and not due to error in judgment or carelessness in inspecting the site or in reading the plans or specifications and specifies how the mistake occurred, City will relieve the bidder without forfeiture of security in accordance with Public Contract Code section 5100 and following.

11. Bid Analysis and Determination of Responsive Bid

11.1 After the bids have been opened and uploaded to PlanetBids, the Bid Schedule will be checked and compared; and after the withdrawal of any bids as provided in Section 8 above; and after errors in bids are adjusted as provided in Section 10 above, the results will be made public.

11.2 Failure of a bidder to attend a mandatory pre-bid meeting will result in its Bid not being accepted and/or being rejected.

11.3 A bid from any individual, firm, partnership, corporation, or association which prepared, in part or in whole, the Plans, Specifications, or estimates for the Contract will be rejected.

11.4 More than one bid for the same Contract from any individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that any bidder has an interest in more than one bid for the Work may be cause for rejecting all bids in which such bidder is interested. However, this requirement does not prevent a bidder who submits a bid from being listed as a subcontractor by another bidder. Apparent collusion among bidders may be sufficient cause for rejecting any or all bids, and the participants in such collusion may be barred from future bidding.

11.5 A bid in which a bid item is left totally blank will be considered nonresponsive and will be rejected.

11.6 A bid in which the Contract Unit Prices are unbalanced may be considered nonresponsive and may be rejected.

11.7 A bid in which the signature of the bidder has been omitted may be considered nonresponsive and may be rejected.

11.8 A bid in which each section of the Bid Proposal has not been completely filled out, or which shows any alteration of form or irregularities of any kind, or which contains any additions or conditional or alternate bids that are not called for, may be considered nonresponsive and may be rejected.

11.9 A bid in which the Acknowledgement of Addenda Received form is missing, or in which the receipt of each Addendum issued has not been acknowledged, may be considered nonresponsive and may be rejected.

11.10 A bid in which the Noncollusion Declaration form is missing, or in which the form has not been executed and signed, may be considered nonresponsive and may be rejected.

11.11 A bid in which the Request for Local DBE Program Preference Consideration and DBE Firm/Organization Information Form is missing, or in which the form has not been completely filled out, may be considered nonresponsive and may be rejected.

11.12 A bid in which the Bidder DBE Information form is required to be submitted with the bid and is missing, or in which the Bidder DBE Information is not submitted within the time specified in the Special Provisions, may be considered nonresponsive and may be rejected.

11.13 A bid in which the List of Subcontractors form is missing will be considered nonresponsive and will be rejected.

11.14 A bid in which the List of Subcontractors form or the Bidder DBE Information form is incomplete, or the data included therein is inaccurate, inconsistent, or a misrepresentation of the work to be subcontracted or materials to be procured, may be considered nonresponsive and may be rejected.

11.15 The bidder must perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price. A bid which fails to meet this requirement will be considered nonresponsive and will be rejected.

11.16 A bid in which the Bid Guaranty is missing, or in which the Bid Guaranty surety bond is not signed by the Surety, or in which the Surety has not had the Bid Guaranty surety bond notarized, or is not provided to the City, if one of the three lowest bidders, 3 business days after opening as further detailed in the NIB, will be considered nonresponsive and will be rejected.

12. Award of Contract

12.1 City reserves the right to reject any and all bids. City also reserves the right to reject any bid that is not in strict accordance with the Contract Documents or, in the alternative, to waive any irregularity or informality in any bid or in the bidding.

12.2 If alternate bids are called for in the Specifications, the contract may be awarded at the election of City to the successful bidder on the base bid or on the base bid and any alternate or combination of alternates specifically identified in the Specifications as being used for the purpose of determining the lowest bid price.

12.3 If the contract is to be awarded, it will be awarded to the lowest responsible bidder. City may conduct such investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders. The award, if made, will be within 60 days after the opening of bids.

12.4 If the lowest responsible bidder refuses or fails to execute the contract, City may consider the next lowest bidder to be the lowest responsible bidder.

12.5 The periods of time specified in this Section within which the award of contract may be made, are subject to extension for such further period as may be agreed upon in writing between City and the bidder concerned.

13. Delivery of Contract

13.1 An official "Notice of Award of Contract" will be emailed or mailed to the successful bidder, enclosing the contract and bond forms for signature.

13.2 Within 10 days after the Notice of Award of Contract, the successful bidder must sign and deliver at least three counterparts of the Contract to the City of Camarillo together with security in a form acceptable to City's Attorney's office guaranteeing both one hundred percent (100%) of payment (labor and materials) and one hundred percent (100%) of performance, certificates and endorsements to satisfy the insurance requirements of the Contract, proof of a valid City of Camarillo business tax certificate and any other documents required by the Contract Documents. Bonds must be submitted on the forms which are part of the Contract Documents; no substitutions will be accepted. Within 10 days of receipt of the Contract and related documents, City will deliver one fully signed counterpart of the Contract to the successful bidder.

13.3 The Contract and each attachment must be executed in the manner required by Section 14 below.

13.4 If the successful bidder fails to execute and deliver the Contract and furnish the required bonds, certificates and other documents within 10 days after the Notice of Award of Contract, City may annul the award of the contract and the bidder's security will be forfeited, except as provided by Public Contract Code section 20174.

14. Signatures

14.1 The Contract Documents and all attachments must be executed in the following manner: If the bidder is:

(a) An individual, in the name of the individual and if doing business by a fictitious name, the fictitious name and, if the document is the Bid Proposal or Contract, the business address and telephone number of the individual must be shown below the signature.

(b) A partnership, in the partnership name and signed by a general partner, whose title must appear under the signature and, if the document is the Bid Proposal or Contract, the business address and telephone number of the partnership must be shown below the signature.

(c) A corporation, in the corporate name by a duly authorized officer or agent accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the secretary or an assistant secretary. If the document is the Bid Proposal or Contract, the state of incorporation must be shown below the corporation name, and the corporate address and telephone number must be shown below the signatures.

14.2 Attorneys-in-fact who sign any Contract Document or any attachment thereto must file with the document a certified copy of their power of attorney to sign such document.

14.3 Electronic Signatures; Documents will be considered executed when the signature page of a party is delivered by electronic transmission. Such electronic signatures will have the same effect as an original signature.

14.4 Signatures on all bonds must be acknowledged before a notary public and a notary's certificate of each acknowledgment must be scanned and uploaded to PlanetBids with the document.

15. Time for Commencement and Completion

15.1 Unless otherwise specified in the Special Provisions, the contractor must:

(a) commence the work within 30 days after the award of the contract by the City Council, but not before fully complying with Sections 13 and 14 above; and

(b) diligently prosecute the work to completion within the allowed number of working days specified on Page 1 of the Bid Proposal, counting from the start date given in the Notice to Proceed.

15.2 Upon written request of the Contractor and if approved in writing by the City Engineer, the time for commencement, completion or both may be extended.

16. Bid Protest

16.1 Any protest of any bid must be submitted in writing to the Office of the City Clerk by email to cityclerk@cityofcamarillo.org or by facsimile transmission to 805-388-5318 no later than 5:00 PM on the seventh calendar day following the date of the bid opening.

16.2 The protest must contain a complete statement of the factual basis for the protest and copies of pertinent documents.

16.3 The protest must identify the specific portion of the document and the specific statute, if any, that forms the basis for the protest. The protest must include the name, mailing address, email address and telephone number of the person representing the protesting party.

16.4 The party filing the protest must have actually submitted a bid for the Project. A subcontractor of a party filing a bid for the Project may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

16.5 The procedure and time limits set forth in these Instructions to Bidders are mandatory and are the bidders' sole and exclusive remedy in the event of a bid protest. Any bidder's failure to fully comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing of a challenge of the award pursuant to the Public Contract Code, filing of a claim pursuant to the Government Code, or filing of any other legal proceedings.

16.6 The City Director of Public Works, or designee, will review all timely protests prior to award of the Project and will recommend that the City Council either reject the protest and award to the lowest responsible and responsive bidder or accept the protest and award the bid to the next lowest responsible and responsive bidder.

17. Liquidated Damages

The amount of liquidated damages for each calendar day, is set forth on page 1 of the Bid Proposal, in accordance with Section 6.5 of the General Conditions/Specifications.

18. Survey Data

18.1 Electronic survey data will not be made available to the bidder as part of the bid process and no such data should be relied upon for the purposes of preparing the bid. Survey data desired by bidders should be obtained in the field by the bidder. Permits for survey work may be necessary.

**CITY OF CAMARILLO
DEPARTMENT OF PUBLIC WORKS**

BID PROPOSAL

FOR

**WASH WATER RECOVERY UNIT COVER ADDITION -
PROJECT NO. MC-2024-3**

In and for the

CITY OF CAMARILLO, CALIFORNIA

Project Number MC-2024-3, including drawing exhibits.

Completion Time: Forty-five (45) Working Days

Bids To Be Received: 3:00 p.m. on November 21, 2024

Liquidated Damages: Project Milestone Dates as follows:
Project Completions: \$1,000 Per Calendar Day

Name of Contractor

Address

Telephone

State Contractor's License Number

Department of Industrial Relations Registration Number

BID PROPOSAL

BID PROPOSALWORK IDENTIFICATION: WASH WATER RECOVERY UNIT COVER ADDITION —PROJECT NO. MC-2024-3

NAME AND ADDRESS OF BIDDER: _____

Before awarding a bid, City will verify that bidder was properly licensed in accordance with Business and Professions Code sections 7000 and following. City will also verify that bidder that (along with all subcontractors listed) are currently registered and qualified to perform public work pursuant to Labor Code section 1725.5; provided, however, that if a bidder is a joint venture (Business & Professions Code §7029.1) or if federal funds are involved in the project, then City may accept a non-complying bid provided that the bidder and all listed subcontractors are registered at the time the contract is awarded. Bidder acknowledges that if the bidder is not properly licensed or registered at the time the bid is awarded or as otherwise required by law, the bid will be considered non-responsive and will be rejected.

1. Proposal

- (a) Bidder has examined copies of all of the Contract Documents, including without limitation the document wherein each of the other Contract Documents is identified, and accepts all of the terms and conditions of the Contract Documents.
- (b) Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with City in the form included in the Contract Documents to complete all work as specified in the Contract for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.
- (c) This bid will remain open and not be withdrawn for the period specified in the Instructions to Bidders. If awarded the bid, bidder will sign the Contract and submit the bonds, certificates and other documents required by the Contract Documents within 10 days after the date of the Notice of Award of Contract.
- (d) Bidder has examined the site and locality where the work is to be performed and the legal requirements and conditions affecting the cost, progress and performance of the work in strict accordance with the Contract Documents.

2. Payroll and Compliance Reports

Each contractor and subcontractor must keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the contractor or subcontractor in connection with the public work. Such records must be certified and made available for inspection at all reasonable hours at the principal place of the contractor as required by Labor

BID PROPOSAL

Code section 1776. In the case of state funded public works projects, certified payroll reports must be provided to City on a weekly basis. In the case of federally-funded public works project and in accordance with 29 C.F.R. § 5.5(a)(3), bidder agrees to furnish to City weekly payroll reports and weekly compliance statements for all labor used on this project.

3. Bid

If the Contract Documents include a Unit Price List, bidder acknowledges that the total bid sum shown on the Bid Schedule(s) and the estimated quantities and amounts shown on the Unit Price List are for purposes of comparison of bids only. Bidder also acknowledges that City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the City and that final payment will be made at the unit prices bid, upon the basis of actual measured quantities as determined by the City Engineer or his/her designee.

Bidder acknowledges that the total Bid Schedule(s) and all sums shown on any Unit Price List attached thereto, includes (i) all labor, materials, tools, equipment and services and all taxes, insurance, other general expenses, overhead and profit and (ii) all trenching, backfilling, grading, excavation and fill, resurfacing of every character, grubbing and clearing and removal of all obstructions necessary for the doing of the work, the preservation of existing structures, shrubs, and trees, where required, and the shoring, bridging and bracing required and incident to the doing of the work, together with all fittings and joints, of every character, connected in place, area clean-up, traffic protection, and the reconstruction and severances required in the doing of the work.

Items for which quantities are indicated as "Lump Sum," "L.S.," "job" or words of like import will be paid for at the price named. Such payment will be full compensation for the work named and all work appurtenant thereto required by the contract that is not specifically provided for by other pay items.

4. Schedule

Bidder understands that timely completion is important to City. Therefore, time being of the essence, bidder proposes that the work will be commenced and will be completed as specified herein and in Section 15 of the Instructions to Bidders.

5. Addenda

Bidder acknowledges receipt of Addenda identified as:

6. Bidder Information

- (a) Bidder has _____ years of experience as a contractor in construction work.
- (b) Bidder has recently completed the three following construction works similar in character and magnitude to the work included in the bid in accordance with Section 3.6 of the Instructions to Bidders:

<u>Class Amount</u>	<u>Class of Work</u>	<u>Date Completed</u>	<u>Name/Address/Telephone # of Owner</u>

7. Designation of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act, Public Contracts Code section 4100 and following, listed on page 5 is each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or will specifically fabricate and install a portion of the work in an amount in excess of one half of one percent (0.5%) of the total bid sum or in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the total bid or \$10,000, whichever is greater. (List only one subcontractor for each portion of the work as is defined by the bidder in this bid.) No other subcontractors may be used other than those specified without written approval of the City Engineer; such approval will be made upon showing by the contractor of good and sufficient cause.

Failure to specify a subcontractor or specifying more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent (0.5%) of the total bid constitutes an agreement that the contractor is fully qualified and will perform that portion of the work. Any contractor who subcontracts for any portion of work not set forth herein, except as otherwise provided by Public Contract Code sections 4107 or 4109, will be subject to the penalties set forth in Public Contract Code sections 4110 and 4111.

PROPOSAL
LIST OF SUBCONTRACTORS

WORK IDENTIFICATION: WASH WATER RECOVERY UNIT COVER ADDITION —

PROJECT NO. MC-2024-3

NAME AND ADDRESS OF BIDDER: _____

Completion of this form must comply with Section 7 of the Bid Proposal.

Name/Address/State License Number of Subcontractor	Department of Industrial Relations Registration Number*	Items of Work	Portion of Work (% of Contract Price)
		% of Total Contract Price by Subcontract	
		% of Total Contract Price by Contractor	

*Pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 including section 1725.5) of the Labor Code

BID PROPOSAL

8. Attachments

The following documents, signed in accordance with Section 7 of the Instructions to Bidders, are attached to, and made a part of, this Bid Proposal:

- (a) Noncollusion Declaration, as required by Public Contract Code section 7106 and made a part of this Bid Proposal.
- (b) Required Bidder's Security in the form of _____
- (c) Unit Price List, if required
- (d) Federal Certificate, if required
- (e) Other pertinent Documents (list here and attach to this bid)

Dated this _____ day of _____, 20____.

If BIDDER is:

An Individual

By: _____
(Print Individual's Name)

doing business as _____

Business Address: _____

Telephone Number: _____

Signature

A Partnership

(Firm Name)

By: _____
(Print General Partner's Name)

(Title)

Business Address: _____

Telephone Number: _____

Signature

A Corporation

(Corporation Name)

(State of Incorporation)

By: _____
(Print Name and Title of Person Authorized to Sign)

(Corporate Seal)

Signature

Attest: _____
(Secretary)

Business Address: _____

Telephone Number: _____

Signature

A Joint Venture

By: _____
(Print Name)

(Address and Telephone Number)

By: _____
(Print Name)

(Address and Telephone Number)

Signature

Signature

BID PROPOSAL

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

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20____, at _____, California.

Firm (print or type)

Signature

BID SCHEDULE**UNIT PRICE LIST -- FIGURES**

WORK IDENTIFICATION WASH WATER RECOVERY UNIT COVER ADDITION –
PROJECT NO. MC-2024-3

NAME OF BIDDER: _____

Item No.	Item Description	Quantity	Unit	Payment Reference	Unit Price in Figures	*Item Total Price in Figures
1	Mobilization	1	LS	2004-3 A		
2	Stormwater Pollution Control Plan	1	LS	2004-3 B		
3	Measurement and Dimension Verification	1	LS	2004-3 C		
4	Demolition	1	LS	2004-3 D		
5	WWR Unit Cover Installation	1	LS	2004-3 E		

TOTAL BID \$ _____

NOTE: Pursuant to Public Contract Code section 20103.8, the City of Camarillo will determine the lowest bid based on the total of the Bid.

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

BID PROPOSAL

BIDDER'S INFORMATION CERTIFICATION

Bidder certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Telephone _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, or corporate officers having a principal interest in this bid:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this bid are as follows:

All current and prior DBAs, alias, and/or fictitious business names for any principal having an interest in this bid are as follows:

I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct.

Executed this _____ day of _____, 20____, at _____, California.

Signature and Title of Authorized Official

BID PROPOSAL

DECLARATION OF ELIGIBILITY TO CONTRACT

The undersigned, a duly authorized representative of the bidder, certifies and declares that:

1. The bidder is aware of Labor Code sections 1771.1 and 1777.7, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The bidder is currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 and is not prohibited from bidding on, being awarded, or performing work as a contractor or subcontractor on a public works project under Labor Code sections 1771.1 and 1777.7, or any other provision of law; provided, however, that if a bidder is a joint venture (Business & Professions Code § 7029.1) or if federal funds are involved in the project, then City may accept a non-complying bid provided that the bidder and all listed subcontractors are registered at the time the contract is awarded.
3. The bidder is aware of Public Contract Code section 6109, which states:
 - (a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
 - (b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project will be returned to the awarding body. The contractor is responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.
4. The bidder has investigated the eligibility of each and every subcontractor that bidder intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of Public Contract Code section 6109, Labor Code sections 1725.5, 1771.1 and 1777.7, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20____, at _____, California.

Signature and Title of Authorized Official

BID PROPOSAL

BID BOND

(not necessary when certified check or cash accompanies bid)

PROJECT TITLE: _____

WHEREAS, _____
("Contractor") intends to submit a bid to the City of Camarillo, California, a municipal corporation
("City"), for the work identified as follows:

NOW, THEREFORE, we, the Contractor, as Principal, and _____
_____,
a corporation organized and existing under the laws of the State of _____
and duly authorized to transact business under the laws of the State of California, as Surety, are
held and firmly bond unto City in the sum of _____
_____ dollars (\$ _____)
lawful money of the United States of America, such sum being not less than ten percent (10%)
of the bid amount for the payment of which sum to be made, the Principal and Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if City accepts the bid of the
Principal and enters into a contract in accordance with the terms of the bid, the Principal must
give the bonds, certificates and other documents as required by the Notice Inviting Bids or the
other contract documents. In the event Principal fails to enter into such contract or provide the
bonds, certificates or other documents, City may apply this security to the difference between
the low bid and the next lowest bidder with whom City contracts to perform the work covered by
the bid; the surplus, if any, will be returned to Surety. In case suit is brought upon this bond, the
court will fix and award and the Surety must pay, in addition to the face amount hereof, all costs
and reasonable attorney's fees incurred by City in successfully enforcing the obligations of this
bond.

BID PROPOSAL

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____
day of _____, 20____.

(affix seal below)

[PRINCIPAL]

By _____

Title _____

(affix seal below)

[SURETY]

By _____

Title _____

Address _____

[P.C.C. §§ 20170, 20171]

*** ALL SIGNATURES ON THIS BID BOND MUST BE NOTARIZED USING
APPROPRIATE 8 ½" x 11" NOTARY ACKNOWLEDGEMENT FORM.**

**** Corporations must affix corporate seal.**

(Federal Fiscal Year October 1, 20____, to September 30, 20____)

hereby certify on behalf of _____ that
(Name of Grantee)

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

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

Executed this _____ day of _____, 20_____.

By: _____
(Signature of Authorized Official)

(Title of Authorized Official)

**CERTIFICATION REGARDING DEPARTMENT OF INDUSTRIAL
RELATIONS CONTRACTOR / SUBCONTRACTOR REGISTRATION**

By my signature hereunder, as the Contractor, I certify that Contractor, and all Subcontractors listed on the "List of Subcontractors" are registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Contractor's Department of Industrial Relations registration number is _____.

Subcontractors' Department of Industrial Relations registration numbers are as indicated in the Subcontractors List.

Executed this _____ day of _____, 20____.

By: _____
(Signature of Authorized Official)

(Title of Authorized Official)

**STATE OF CALIFORNIA – DEPARTMENT OF INDUSTRIAL RELATIONS
FORMS MUST BE COMPLETED AND SUBMITTED FOR BID PROPOSAL
WITHIN NO LATER THAN 4:00 P.M. (LOCAL TIME) ON FOURTH BUSINESS
DAY AFTER BID OPENING**

- Submit State of California DIR-PWC 100 form

TO: California Department of Industrial Relations
Division of Apprenticeship Standards
P.O. Box 420603
San Francisco, CA 94142

If you do not have an ID number please contact DAS

A CONTRACT TO PERFORM PUBLIC WORKS UNDER LABOR CODE SECTION 1777.5 HAS BEEN AWARDED TO:

DIR-PWC 100 (rev. 10/11) successor to the DAS 13 form

EXTRACT OF PUBLIC WORKS CONTRACT AWARD (Continued)

Listing of Sub Contractors

Con. Lic. #	Contractor	Classification of workers

CITY OF CAMARILLO **PUBLIC WORKS CONTRACT**

This contract ("Contract") is effective as of _____, and is between the CITY OF CAMARILLO, a California general law city and municipal corporation ("City"), and _____, a corporation/partnership/limited liability company ("Contractor"), collectively referred to as the "Parties."

Section 1. Recitals. This Contract is entered into with respect to the following facts:

- 1.1 City noticed and received bids for the work involved in Wash Water Recovery Unit Cover Addition - Project No. MC-2024-3 ("Project"), which is more fully described in the Contract Documents.
- 1.2 The City Council of City determined that Contractor was the lowest responsive bidder and awarded to Contractor the bid.
- 1.3 Contractor has represented it is qualified to perform all of the work required to complete the Project.
- 1.4 Contractor has agreed to perform all such work in the time and manner set forth in the Contract Documents.
- 1.5 The City Council of City has determined that the public interest, convenience and necessity require the execution of this Contract and its implementation.

Section 2. Contract Documents. This Contract consists of the following documents ("Contract Documents"), all of which are made a part of this Contract:

- 2.1 Notice Inviting Bids
- 2.2 Instructions to Bidders
- 2.3 Bid Proposal, as accepted, including the Certificate of Bidders' Experience and Qualifications and the List of Subcontractors
- 2.4 Notice of Award
- 2.5 Notice to Proceed
- 2.6 This Contract
- 2.7 Verification of California Contractor's License
- 2.8 Contractor's Certificate Regarding Workers' Compensation
- 2.9 Security for payment (labor and materials)
- 2.10 Security for performance

- 2.11 Certificate(s) of Insurance
- 2.12 General Conditions/Specifications
- 2.13 Special Provisions
- 2.14 Plans and Standard Drawings
- 2.15 Prevailing Wage Scales
- 2.16 S. S. P. W. C.
- 2.17 Addenda Nos. _____
- 2.18 Other documents (list here)

Exhibit A – Compensation

Exhibit B – Insurance

Section 3. The Work.

- 3.1 The work (“Work”) to be performed by Contractor is described in the Contract Documents.
- 3.2 In completing the Work, Contractor must employ, at a minimum, the applicable generally accepted professional standards of its industry in existence at the time of performance as utilized by persons engaging in similar work.
- 3.3 Except as specifically provided in the Contract Documents, Contractor must furnish, at its sole expense, all of the labor, materials, tools, equipment, services and transportation necessary to perform all of the Work.
- 3.4 Contractor must perform all of the Work in strict accordance with the Contract Documents.

Section 4. Time to Perform the Work.

- 4.1 Time is of the essence with respect to Contractor’s Work. Contractor agrees to diligently pursue performance of the Work within the time specified by the Contract Documents.
- 4.2 Contractor will be excused from any delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.

- 4.3 If Contractor is delayed by any cause beyond Contractor's control, City may, but is not required to, grant a time extension for the completion of the Work. If delay occurs, Contractor must notify City in writing within 48 hours of the cause and the extent of the delay and how such delay interferes with Contractor's performance of the Work.

Section 5. Compensation and Payment.

- 5.1 Subject to any limitations provided in the Contract Documents, City agrees to pay Contractor as full consideration for the faithful performance of all of the Work the compensation set forth in Exhibit A ("Compensation"), which is made a part of this Contract.
- 5.2 Contractor must furnish City with a Pay Estimate for the Work performed in accordance with the Contract Documents. Contractor may not submit a Pay Estimate more often than once every 30 days.
- 5.3 City will review each Pay Estimate and determine whether the Work performed is in accordance with the Contract Documents. The Director of Public Works ("Director") may require Contractor to provide a release of all undisputed Contract amounts contained in the Pay Estimate.
- 5.4 If City disputes any item on a Pay Estimate, City will give Contractor notice stating the reasons for the dispute. The Parties will meet and confer in good faith to attempt to resolve the dispute.
- 5.5 Except as to any charges for the Work performed that City disputes and the City's standard five-percent retention of the approved progress payment, City will cause Contractor to be paid within 30 days of the date of the invoice or the date that Contractor furnishes City with a release of all undisputed Contract amounts, whichever occurs later. Federally funded projects will not have a five-percent retention.
- 5.6 In the event there is any claim specifically excluded by Contractor from the operation of any release, City may retain an amount not to exceed the amount of the excluded claim.

Section 6. Labor Code and Prevailing Wage Requirements.

- 6.1 Contractor agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day's work per Labor Code section 1810. Contractor will forfeit the statutory penalty to City for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.
- 6.2 Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or

CONTRACT

type of worker needed to execute this Contract are available for download from the State website: <http://www.dir.ca.gov/OPRL/dprevwagedetermination.htm>.

- 6.3 Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at City's Department of Public Works and available to Contractor and any other interested party upon request.
- 6.4 Contractor, and any subcontractor engaged by Contractor, may pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.
- 6.5 Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor will forfeit the statutory penalty to City for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.
- 6.6 Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.
- 6.7 Contractor has reviewed and agrees to comply with any applicable provisions for any public work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a). City hereby notifies Contractor that Contractor is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website location at: <http://www.dir.ca.gov/dlse/cmu/cmu.html>.

- 6.8 Contractor must comply with Labor Code section 1771.1(a), which provides that Contractor may award any contracts and subcontracts for work that qualifies as a “public work” only to subcontractors which are at that time registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor must obtain proof of such registration from all such subcontractors.”
- 6.9 If federal funds are used to pay for the Work, Contractor and any subcontractor agree to comply, as applicable, with the labor and reporting requirements of the Davis-Bacon Act (40 USC § 276a-7), the Copeland Act (40 USC § 276c and 18 USC §874), and the Contract Work Hours and Safety Standards Act (40 USC § 327 and following).

Section 7. Non-Discrimination. Contractor, its officers, agents, employees, and subcontractors may not discriminate in the employment of persons to perform the Work in violation of any federal or state law prohibiting discrimination in employment, including based on the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, of any person, except as provided under California Government Code section 12940. Contractor is responsible for compliance with this section.

Section 8. General Legal Compliance.

- 8.1 In performing the Work, Contractor must comply with all applicable statutes, laws and regulations, including, but not limited to, OSHA requirements and the Camarillo Municipal Code.
- 8.2 Contractor must, at Contractor’s sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law, including, without limitation, any business license tax imposed by City. Contractor is exempt from any City encroachment permit fee pursuant to Camarillo Municipal Code Section 13.04.020.
- 8.3 Contractor must maintain a valid California Contractor’s License throughout the term of this Contract.

Section 9. Clayton and Cartwright Act Assignments. In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract for the Project, Contractor and any subcontractor will be deemed to have offered and agreed to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Project. This assignment will be deemed made and will become effective at the time City tenders final payment to Contractor, without further acknowledgement by the Parties.

Section 10. Independent Contractor. Contractor is and will at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, or

CONTRACT

agents will have control over the conduct of Contractor or any of Contractor's officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of City.

Section 11. Indemnification.

- 11.1 Contractor agrees to the fullest extent permitted by law to (1) immediately defend and (2) indemnify City from and against, any and all claims and liabilities, regardless of the nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or its officers, employees, agents, or subcontractors committed in performing any Work under this Contract or the failure to comply with any of the obligations of this Contract (collectively, "Claims"). The Claims subject to Contractor's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.
- 11.2 Contractor's duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor is obligated to defend City in all legal, equitable, administrative, or special proceedings, with counsel approved by City, immediately upon tender to Contractor of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the Claim does not relieve Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of any City indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of any City indemnified party, then Contractor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the City indemnified party.
- 11.3 Contractor agrees that its defense and indemnification obligation under this section, includes the reasonable costs of attorneys' fees incurred by the City Attorney's office to monitor and consult with Contractor regarding the defense of any Claims, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. City will use its best efforts to avoid duplicative attorney work or appearances in order to keep defense costs to a reasonable minimum.
- 11.4 Contractor agrees that settlement of any Claim will require the consent of City. City agrees that its consent will not be unreasonably withheld provided that Contractor is financially able (based on demonstrated assets) to fulfill its

obligation to indemnify City for the costs of any such settlement as required under this Contract.

- 11.5 Contractor's obligation to indemnify City applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of a City indemnified party. If a Claim is finally adjudicated and a determination made that liability was caused by the sole active negligence or sole willful misconduct of a City indemnified party, then Contractor's indemnification obligation will be reduced in proportion to the established comparative liability.
- 11.6 For the purposes of this section, "City" includes City's officers, officials, employees and agents.
- 11.7 The provisions of this section will survive the expiration or earlier termination of this Contract .

Section 12. Insurance. Contractor agrees to have and maintain in full force and effect during the term of this Contract the insurance coverages listed in Exhibit B ("Insurance"), which is made a part of this Contract.

Section 13. Notice.

- 13.1 All written notices required or permitted to be given under this Contract will be deemed made when received by the other Party at its respective address as follows:

To City: City of Camarillo
 601 Carmen Drive
 Camarillo, California 93010
 Attention: James Campero
 (Tel.) 805-388-5340
 (Fax) 805-388-5387
 E-Mail jcampero@cityofcamarillo.org

To Contractor:

 Attention: _____
 (Tel.) _____
 (Fax) _____
 E-Mail _____

- 13.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile or email. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

CONTRACT

- 13.3 Any Party may change its notice information by giving notice to the other Party in compliance with this section.

Section 14. City Rights of Termination and to Complete the Work.

- 14.1 The occurrence of any of the following is a default by Contractor under this Contract:
- 14.1.1 Contractor refuses or fails to prosecute the Work or any part thereof with such diligence as will insure its completion within the time specified or any permitted extension.
 - 14.1.2 Contractor fails to complete the Work on time.
 - 14.1.3 Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.
 - 14.1.4 Contractor fails to supply enough properly skilled workers or proper materials to complete the Work in the time specified.
 - 14.1.5 Contractor fails to make prompt payment to any subcontractor or for material or labor.
 - 14.1.6 Contractor fails to abide by any applicable laws, ordinances or instructions of City in performing the Work.
 - 14.1.7 Contractor breaches or fails to perform any obligation or duty under the Contract.
- 14.2 Upon the occurrence of a default by Contractor, City will serve a written notice of default on Contractor specifying the nature of the default and the steps needed to correct the default. Unless Contractor cures the default within 10 days after the service of such notice, or satisfactory arrangements acceptable to City for the correction or elimination of such default are made, as determined by City, City may thereafter terminate this Contract by serving written notice on Contractor. In such case, Contractor will not be entitled to receive any further payment, except for Work actually completed prior to such termination in accordance with the provisions of the Contract Documents.
- 14.3 If the Engineer determines that the default should be cured in less than 10 days, then the written notice of default served on the Contractor will specify the shorter deadline for the Contractor to cure the default.
- 14.4 In event of a termination of this Contract, the City will also immediately serve written notice of the termination upon Contractor's surety. The surety will have the right to take over and perform pursuant to this Contract; provided, however, that if the surety does not give City written notice of its intention to take over and perform this Contract within five days after service of the notice of termination or does not commence performance within 10 days from the date of such notice,

City may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor. Contractor and the surety will be liable to City for any and all excess costs or other damages incurred by City in completing the Work.

- 14.5 If City takes over the Work as provided in this Section, City may, without liability for so doing, take possession of, and utilize in completing the Work, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Work and necessary for the completion of the Work.
- 14.6 If City takes over the Work, City may also take possession of outstanding materials on order for the completion of the project, upon payment to the vendor. All excess costs incurred by City in obtaining such materials, will be the responsibility of the Contractor.
- 14.7 If the Contractor does not cure a default within the time period required, then in lieu of terminating of the Contract, the City, in its sole discretion, may take action to cure the default and all costs incurred by City to cure the default will be deducted from any amount otherwise due to the Contractor.

Section 15. Project Documents. All data, drawings, maps, models, notes, photographs, reports, studies and other documents (collectively, "Project Documents") prepared, developed or discovered by Contractor in the course of performing any of the Work under this Contract will become the sole property of City. Upon the expiration or termination of this Contract, Contractor must turn over all original Project Documents to City in its possession, but may retain copies of any of the Project Documents it may desire.

Section 16. General Provisions.

- 16.1 Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.
- 16.2 Assignment. Contractor may not assign this Contract without the prior written consent of City, which consent may be withheld in City's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.
- 16.3 Binding Effect. This Contract is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.
- 16.4 Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and City prior to the execution of this Contract.
- 16.5 Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the City

CONTRACT

Council or City Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

- 16.6 Electronic Signatures; Counterparts. This Contract and any amendment will be considered executed when the signature page of a party is delivered by electronic transmission. Such electronic signatures will have the same effect as an original signature. The Contract may be executed in multiple counterparts.
- 16.7 Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by City of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.
- 16.8 Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 16.9 Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.
- 16.10 Venue. In the event of litigation between the parties, venue in state trial courts will be in the County of Ventura. In the event of litigation in a U.S. District Court, venue will be in the Central District of California, in Los Angeles.

[Signatures on the following page.]

The Parties have caused this Contract to be executed by their undersigned authorized agents as follows:

CITY OF CAMARILLO

Greg Ramirez, City Manager

ATTEST:

Kristy Buxkemper, City Clerk

CONTRACTOR

(If not an individual, two signatures are required)

Name and Title

Name and Title

Camarillo Business Tax Certificate Number

Expiration Date

EXHIBIT A

COMPENSATION

The total compensation under this Contract will not exceed:

ALTERNATE 1

If a Lump Sum Bid: "The sum of \$_____."

ALTERNATE 2

If a Unit Price Bid: "The total unit prices set forth in the bid and the actual measured quantities utilized for the Project as determined by the Director."

ALTERNATE 3

If both Lump Sum and Unit Price Bid: "The sum of \$_____, and the amount due based upon the unit prices set forth in the bid and the actual measured quantities utilized for the Project as determined by the Director."

EXHIBIT B**INSURANCE**

1. **General Requirements.** Contractor must procure and maintain in full force and effect during the term of this Contract the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability	\$2,000,000 / \$4,000,000 Aggregate
Business Automobile Liability	\$1,000,000
Workers' Compensation	Statutory Requirements

2. **Commercial General Liability Insurance.** This policy must meet or exceed the requirements of Insurance Services Office (ISO) CGL Form No. CG 00 01. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an "occurrence" not a "claims-made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another.

Liability policies must be endorsed to name **City, its officials, employees and agents** as "**additional insureds**" under the insurance coverage.

The policy must state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be deemed "excess" to that of Contractor. This endorsement must be reflected on ISO Form No. CG 20 01, or equivalent form as determined by City.

Coverage must be applicable to City for injury to employees of Contractor, subcontractors, agents or others performing any part of the Work required under this Contract. Each policy must be endorsed to provide a separate limit applicable to this Project.

The Commercial General Liability policy must not contain any endorsements limiting coverage beyond the basic policy coverage for any of the following:

1. Explosion, collapse or underground hazard (XCU);
2. Products and completed operation;
3. Pollution liability; or
4. Contractual liability.

3. **Business Auto Coverage.** This policy must be on ISO Business Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) and Endorsement CA 0025, or equivalent forms approved in writing by City. If Contractor neither leases nor owns vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos

in any way on this Project, Contractor must provide evidence of personal auto liability coverage for each such person.

4. **Workers Compensation.** Contractor must have a State of California approved policy form providing the statutory benefits required by law with employer's liability, or Contractor must provide evidence of an approved self-insurance program.
5. **Other Insurance; Revisions to Insurance.** Contractor may be required to obtain such other insurance coverage as may be required by applicable law or by City. City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving Contractor 60 days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.
6. **Acceptable Insurers.** All required insurance policies must be issued by an insurance company currently authorized by the California Insurance Commissioner to transact the business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
7. **Excess or Umbrella Liability Insurance (Over Primary).** If an excess or umbrella liability policy is used to meet limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an excess or umbrella liability policy must include a "drop-down provision" providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage must be provided on a "pay-on-behalf" basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage must be applicable to City for injury to employees of Contractor, its subcontractors or others performing work to satisfy Contractor's obligations under this Contract. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.
8. **Certificates of Insurance and Endorsements.** Prior to commencing any Work under this Contract, Contractor must file with the City Certificates of Insurance and Endorsements evidencing the existence of all insurance required by this Contract, along with such other evidence of insurance or copies of policies as may reasonably be required by City. Such Certificates of Insurance and Endorsements must be in a form approved by City's Attorney. Contractor must maintain current certificates and endorsements on file with City during the term of this Contract reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days' prior written notice to City.
9. **Failure to Maintain Required Insurance.** If Contractor, for any reason, fails to have in place at all times during the term of this Contract all of the required insurance coverage, City may, in addition to any other available remedies, (a) obtain such coverage at Contractor's expense and deduct the cost from the sums due Contractor, (b) make a claim against the Contractor's surety, or (c) terminate the Contract.

10. **Effect of Coverage.** The existence of the required insurance coverage under this Contract will not be deemed to satisfy or limit Contractor's indemnity obligations under this Contract.
11. **Higher Limits of Insurance.** If Contractor maintains higher limits of insurance than the required amounts shown in Section 1 above, then such amounts will be the minimum required under this Contract.

VERIFICATION OF CALIFORNIA

CONTRACTOR'S LICENSE

I certify, under penalty of perjury, that I have a valid California Contractor's license issued pursuant to Business and Professions Code section 7000 and following, and was so licensed at the time that the bid was awarded:

California Contractor's License:

License Number	Class	Expiration Date
----------------	-------	-----------------

CONTRACTOR (PRINT OR TYPE)

Date

Signature

(Public Contract Code § 6100)

CONTRACT

CERTIFICATE REGARDING
WORKERS' COMPENSATION

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

Name (print or type)

Date

Signature

BOND NO. _____

PERFORMANCE BOND

On _____, the City Council of the City of Camarillo, California, a municipal corporation ("CITY"), awarded a contract ("Contract") to _____ ("CONTRACTOR" or "PRINCIPAL"), for the work ("Work") identified as _____

The Contract and related documents ("Contract Documents") are incorporated and made a part of this performance bond.

Under the Contract, CONTRACTOR is required to furnish this bond providing for the faithful performance of the Work

NOW, THEREFORE, we, CONTRACTOR, as PRINCIPAL, and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto CITY, in the sum of _____ dollars (\$ _____), lawful money of the United States of America, this sum being not less than one hundred percent (100%) of the estimated amount payable by CITY under the terms of the Contract, PRINCIPAL and SURETY, bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, by this instrument.

BOND CONDITIONS

1. PRINCIPAL will perform the Work the identified in the Contract. CITY has estimated the required amount of the bond as shown above.
2. PRINCIPAL's performance of the Work will be done in accordance with the Contract Documents. Should PRINCIPAL fail to satisfactorily complete all required Work within the time allowed, CITY may, at its sole discretion, either (1) cause all required Work to be done and the parties executing this bond will be firmly bound for the payment of all necessary costs for the performance of this Work or (2) make demand upon the SURETY to complete the required Work in which event the SURETY will commence completion of the Work within 30 days of the CITY'S demand unless otherwise agreed in a writing signed by the parties.
3. PRINCIPAL will guarantee the Work against any defective work, labor or materials for a period of one year following the completion and acceptance of the Work by CITY.

4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Camarillo Municipal Code.
5. SURETY agrees that no changes, extensions of time, alteration or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration or modification of the Contract or of the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code sections 2845 and 2849.
6. This bond consists of this instrument, the Contract and Contract Documents referenced above, and the following two attached exhibits, all of which are incorporated herein by reference:
 - A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and
 - B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
7. In case suit is brought upon this bond, the court will award and SURETY must pay, in addition to the face amount of this bond, all costs and reasonable attorney's fees incurred by CITY in successfully enforcing any obligation under this bond.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL

By _____

Title _____

Address _____

Telephone Number

Signature

SURETY

By _____

Title _____

Address _____

Telephone Number

Signature

- * ALL SIGNATURES ON THIS PERFORMANCE BOND MUST BE NOTARIZED USING APPROPRIATE 8½" x 11" NOTARY ACKNOWLEDGEMENT FORM.**
- ** Appropriate modifications will be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.**
- *** Corporations must affix corporate seal.**

BOND NO. _____

PAYMENT BOND

On _____, the City Council of the City of Camarillo, California, a municipal corporation ("CITY"), awarded a contract ("Contract") to _____ ("CONTRACTOR" or "PRINCIPAL"), for the work ("Work") identified as _____.

PRINCIPAL is required to furnish a bond under the Contract to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law.

PRINCIPAL and _____, a corporation incorporated under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety ("SURETY"), are held and firmly bound unto CITY in the sum of _____ dollars (\$_____), lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

BOND CONDITIONS

1. PRINCIPAL will construct the Work identified in the Contract. Such performance will be in accordance with the Contract Documents identified in the Contract, which are hereby incorporated and made a part of this bond. CITY has estimated the required amount of the bond as shown above.
2. If PRINCIPAL, its heirs, executors, administrators, successors, assigns or subcontractors fail to pay any of the persons named in California Civil Code section 3181, or any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors under Unemployment Insurance Code section 13020, with respect to work or labor performed under the Contract, SURETY will pay for the same in an amount not exceeding the penal sum specified in this bond.
3. This bond inures to the benefit of any of the persons named in Civil Code section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. In case suit is successfully brought upon this bond, SURETY further agrees to pay all reasonable attorneys' fees and costs in an amount fixed by the court.

BOND

4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Camarillo Municipal Code.
5. SURETY agrees that no changes, extensions of time, alteration or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration or modification of the Contract or of the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code sections 2845 and 2849.
6. This bond consists of this instrument, the Contract and Contract Documents referenced above, and the following two attached exhibits, all of which are incorporated herein by reference:
 - A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and
 - B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL

By _____

Title _____

Address _____

Telephone Number

Signature

SURETY

By _____

Title _____

Address _____

Telephone Number

Signature

- * ALL SIGNATURES ON THIS PAYMENT BOND MUST BE NOTARIZED USING APPROPRIATE 8½" x 11" NOTARY ACKNOWLEDGEMENT FORM.**
- ** Appropriate modifications will be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.**
- *** Corporations must affix corporate seal.**

CITY OF CAMARILLO

GENERAL CONDITIONS/SPECIFICATIONS

WORK IDENTIFICATION: WASH WATER RECOVERY UNIT COVER ADDITION –

PROJECT NO. MC-2024-3

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GENERAL CONDITIONS/SPECIFICATIONS

1. Definitions

1.1 General Construction

Terms used in these General Conditions/Specifications and in other Contract Documents will have the definition provided in this Section 1, unless the context requires a different meaning.

The word “person” includes a corporation, association, partnership and any other form of legal entity.

Unless otherwise specifically defined herein, or unless the context requires a different meaning, all words, terms and phrases having a well-known or technical meaning will be so construed.

In the event of conflict, the order of precedence of governing documents will be as set forth in Section 5.1 of the Instructions to Bidders.

1.2 Terms Defined

Acceptance: The formal written acceptance by City of a project that has been completed in all respects in accordance with the plans and specifications and any modifications.

Addendum: The modification of the plans and/or specifications issued to all prospective bidders during the period when necessary to change, correct, clarify, or further define any phase of the work.

Bidder: Any person submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

City: The City of Camarillo, County of Ventura, State of California

City Clerk: The City Clerk of City.

City Council: The City Council of City.

City Engineer/Engineer of Work/Engineer: The City Engineer of City or his/her duly authorized deputies, agents, representatives or inspectors.

Contractor: The successful bidder who is awarded the Contract.

Days: Calendar days, unless business days or work days, are expressly specified.

Materials: Any material, equipment, appliance, process, item or article of any nature whatsoever installed or incorporated into the work or provided to City under the Contract.

Project: The project is the total improvement, of which the work performed under the Contract may be the whole or a part.

Punch List: List of corrective items, determined by the Engineer, which must be completed by the Contractor.

Special Provisions: Any provision in the Contract Documents that supplements, modifies and, when in conflict, supersedes these General Conditions/Specifications.

Standard Specifications/Green Book/SSPWC: Standard Specifications for Public Works Construction, 2018 edition, written and promulgated by Public Works Standards, Inc. and all supplements thereto.

State Standard Plan: Standard Plans prepared by the State of California, Business & Transportation Agency, Department of Transportation, latest edition.

Subcontractor: Any subcontractor under Contractor.

Work: That which is proposed to be constructed or done under the Contract, in strict accordance with the Contract Documents, including the furnishing of all necessary or convenient tools, equipment, material, labor and transportation.

Working Days: A working day is defined as any day, except Saturdays, Sundays, legal holidays and except days when Work is suspended by the Engineer, and any other day determined to be non-working in accordance with the Contract Documents.

1.3 General Conditions/Specifications

The provisions of these General Conditions/Specifications and any other Contract Document supersede the SSPWC to the extent that the provisions supplement, modify or conflict with the SSPWC in accordance with Section 5.1 of the Instructions to Bidders.

1.4 Abbreviations

AAN	American Association of Nurserymen
AGC	Associated General Contractors of America
AISC	American Institute of Steel Construction
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
AWS	American Welding Society
AWWA	American Water Works Association
EIA	Electronic Industries Association
IEEE	Institute of Electric and Electronic Engineers
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association

GENERAL CONDITIONS/SPECIFICATIONS

SSS State of California Standard Specifications, Latest edition,
Department of Public Works, Department of Transportation

VCSS Ventura County Standard Specifications

2. Work and Material Requirements

2.1 Use of Premises

(a) Contractor must confine all tools and equipment, the storage of materials, and the operation of workers to areas designated by the Engineer.

(b) With respect to any premises, tools or equipment of City made use of in the performance of the Contract, Contractor will be deemed to have inspected the same prior to use, have accepted them in good and safe condition and have agreed to maintain them in a safe condition for the protection of workmen while using them during the performance of the Work.

2.2 Materials Furnished By City

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

2.3 Or Equal

In the event that an item is called for by a specific product or trade name, Contractor will have 35 days after the award of the Contract for submission of data substantiating a request for a substitution of "an equal" item. In the event Contractor furnishes any "or equal" material more expensive than that specified in the bid form, the difference in cost of such material so furnished will be borne by Contractor under Public Contract Code section 3400.

2.4 Samples

Contractor must furnish for approval, within 35 days following notice of award of Contract, all samples as required in specifications together with catalogs and supporting data required by the Engineer. This provision does not authorize any extension of time for performance of the Contract. The Engineer will review such samples only for conformance with design and concept of Work and for compliance with information given in the Contract Documents. Work must be in accordance with approved samples under Public Contract Code section 3400.

2.5 Warranty

(a) The labor and materials bond must remain in effect until expiration of six months after the period in which verified claims may be filed as provided in Civil Code section 9356, and the performance bond must be paid up and in effect for one year after the acceptance of the job by City in accordance with the guarantee required by Subsection 2.5(b), below.

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(b) Besides warranties and guaranties otherwise required by the Contract Documents, Contractor warrants and guarantees all Work for a period of one year after date of acceptance of the Work by City, unless a longer period is specified, and must repair or replace any or all such Work, together with any other Work, which may be displaced in so doing, that may prove defective in workmanship, materials or both within one year from date of acceptance without expense whatsoever to City, ordinary wear and tear, unusual abuse or neglect excepted. The Engineer will give notice of observed defects with reasonable promptness. Contractor must notify the Engineer upon completion of repairs.

(c) In the event Contractor fails to commence the corrective work within 10 days after being notified in writing to do so by the Engineer and prosecute the corrective work to timely completion, City may proceed to have defects corrected and made good at the expense of Contractor who must pay the costs and charges of such corrective work immediately on demand.

(d) If, in the opinion of the Engineer, defective work creates a condition that requires immediate corrective work, the Engineer will attempt to give the notice required by this Section. If Contractor cannot be contacted or does not comply with City's request for correction within a reasonable time as determined by the Engineer, City may, notwithstanding the provisions of this Section, proceed to make such corrective work, and Contractor will be liable for costs of such corrective work. Such action by City will not relieve Contractor of the warranties and guaranties provided in this Section or elsewhere in the Contract.

(e) This Section does not in any way limit the warranty or guaranty on any material for which a longer warranty or guaranty is specified in the Contract Documents or on any items for which a manufacturer gives a warranty or guaranty for a longer period. Contractor must furnish the Engineer with all appropriate warranty and guaranty certificates upon completion of the Work.

(f) For federally funded transportation projects, City does not require a warranty and the applicable bonds may be exonerated administratively.

2.6 Liens

No materials, supplies, tools or equipment for Work under this Contract may be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest herein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all materials installed or incorporated in the Work by Contractor or any subcontractor and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by Contractor, to City free from any claim, liens, or charges. Contractor further agrees that neither Contractor nor any person furnishing any materials, supplies, tools, equipment or labor for any Work covered by this Contract will have any right to lien upon the premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions title to which is commonly retained by utility companies or political subdivisions. In event of the installation of any such metering device or equipment, Contractor will so advise City. Nothing contained in this article, however, will defeat or impair the rights of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due Contractor in the hands of City, and this provision will be inserted in all subcontracts and material contracts and notice of its provisions will be given to all persons furnishing material for Work when no formal contract is entered into for such material.

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2.7 Manufacturer's Recommendations

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

2.8 Certificates of Compliance

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

3. Grading Ordinance

(a) All excavation, filling and grading operations in Camarillo are governed by City's Grading Ordinance. No grading permit is required of Contractor for Work performed within the limits of the project right-of-way shown on the plans.

(b) Materials, exported or wasted outside of the project right-of-way shown on the plans, are subject to all requirements of the Grading Ordinance. The requirements may include, but are not limited to, submitting a grading plan prepared by a civil engineer, obtaining a grading permit, paying the permit fee, posting a grading bond, hiring professionals for engineering and testing services, compacting fills, constructing drainage facilities, and providing erosion protection. These requirements are the responsibility of the owner of the land on which the material is placed. To ensure that neither City nor Contractor are a party to aiding or abetting any property owner to violate the Grading Ordinance, no material may be exported or wasted outside the limits of the project right-of-way until Contractor has furnished the Engineer a copy of the grading permit or certificate of exemption covering such operation on land where the material is to be deposited.

4. Progress Payments to Contractor

4.1 Progress Payments to Subcontractors

Contractor must pay to any subcontractor, no later than seven days after receipt of each City progress payment, unless otherwise agreed to in writing, the respective amounts allowed Contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest in the progress payment. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the Contractor to a subcontractor, the Contractor may withhold no more than 150% of the amount disputed.

In all contracts between Contractor and its subcontractors, the percentage of the retention of proceeds withheld may not exceed the percentage specified in the Contract Documents between the City and the Contractor.

4.2 Substitution of Securities

Pursuant to Public Contract Code section 22300 and upon Contractor's request, City will make payment of funds retained from progress payments for performance security, if Contractor deposits in escrow with City's Finance Director or with a state or federal chartered

GENERAL CONDITIONS/SPECIFICATIONS

bank acceptable to City as escrow agent, securities eligible for the investment of City funds under Government Code section 16430 or bank or savings and loan certificates of deposit. Securities may be substituted upon the following terms and conditions:

- (a) Contractor will bear all expenses in connection with the escrow deposit made.
- (b) Securities or certificates of deposit must be of a value equal to 100% of the amounts of retention to be paid to Contractor.
- (c) Contractor must enter into an escrow agreement that is substantially the same as set forth in Public Contract Code section 22300.
- (d) Contractor must obtain the written consent of the surety to the escrow agreement.

5. Time for Completion

5.1 Payment for Delays to Contractor

Contractor will be compensated when any extension of time is granted for delays caused solely by action or inaction of City, which the Engineer determines materially increases or decreases the costs of any portion of the Work. If the Engineer determines that compensation is not justified, Contractor will be so advised in writing. Contractor may then submit a notice of potential claim to the Engineer, as provided in the Standard Specifications relative to disputed Work.

5.2 Rights of City to Increase Working Days

If such Work is not completed within the time for completion, the City Council has the right to increase the number of working days in the amount it may determine will best serve the interests of City, and, if it desires to increase the number of working days, it has the further right to charge Contractor and deduct from the final payment for the Work, the actual cost of engineering, inspection, superintendence, and other overhead expenses that are directly chargeable to Contractor, and that accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates may not be included in such charges.

6. Construction Schedule and Commencement of Work

6.1 Proposed Construction Schedule

(a) After notification of award and prior to the start of any Work, Contractor must submit to the City Engineer for approval the proposed construction schedule. The construction schedule must be in the form of a Critical Path Method (CPM) in sufficient logic and detail to show the chronological relationship of all activities of the project, including, but not limited to, estimated starting and completion dates of various activities, procurement of materials and scheduling of equipment, work of subcontractors, interface with work by others, and other tasks required to complete the project. The level of detail must be consistent with the complexity of the project as determined by the City Engineer. The construction schedule must reflect completion of all Work included in the Contract within the Completion Time in accordance with these specifications. A construction schedule showing the project complete in less than the Completion Time will not be accepted. The construction schedule must be cost loaded on a monthly basis.

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(b) If Contractor desires to make a major change in its method of operation after commencing construction, or if its schedules fail to reflect the actual progress, it must submit to City a revised construction schedule in advance of beginning any revised operations.

(c) The baseline construction schedule must utilize the Completion Time included in the Contract and must not extend beyond the number of working days. The baseline schedule must have a date of the first working day of the Contract and not include any completed work to date. The baseline construction schedule must not attribute negative float or negative lag to any activity. If the Contractor intends to complete the Work prior to the time of completion, the intended date of completion must be set forth in the construction schedule and the Contractor must execute a zero-cost Contract Change Order that reduces the number of working days allowed for completion to conform to the intended completion date.

(d) Float, slack time, or contingency within the schedule and the total float within the overall construction schedule, is not for the exclusive use of the Contractor or the City, but is jointly owned and is a resource to meet Contract milestones and the Contract Completion Time. The Contractor must not sequester shared float through such strategies as extending activity duration estimates, using preferential logic, or using extensive crew/resource sequencing. Since float time within the construction schedule is jointly owned, no time extensions will be granted nor delay damages paid unless a delay occurs that extends the Work beyond the Contract Completion Time. Since float time within the construction schedule is jointly owned, it is acknowledged that City caused delays can be offset by City caused time savings. Therefore, the Contractor will not be entitled to receive a time extension or delay damages until all City caused time savings are exceeded and the Contract Completion Time is also exceeded.

(e) If the Contractor has fallen behind the accepted Construction Schedule by more than 15 percentage points based on earned progress payments, the Contractor must take steps, including, but not limited to, increasing the number of personnel, shifts, and/or overtime operations, days of work, and/or amount of construction equipment until such time as the Work is back on schedule. Contractor must also submit for review no later than the next request for partial payment, such supplementary schedule or schedules as may be deemed necessary to demonstrate the manner in which the rate of progress will be regained. All cost required to bring the Project back on schedule will be borne by the Contractor without additional cost to the City.

(f) If the Contractor falls behind the accepted construction schedule, as modified by such time extensions as may have been granted by the City for unavoidable delays, by more than 35 percentage points based on earned progress payments, the Contractor will be deemed in material breach of Contract and the Work turned over to the surety for completion within the scheduled time.

(g) Contractor must include in the schedule, detailed information for each operation. When the project schedule includes multiple streets or sites, Contractor must include detailed information for each street or site. When notifications or parking restrictions are required such dates must be included in the schedule.

(h) Contractor must provide critical path schedules in legible hardcopy format and must also submit schedules with each update in an editable electronic format compatible with MS Project or Primavera as directed by Engineer.

6.2 Beginning of Work

(a) The delivery to City, for execution and approval of the Contract Documents properly executed on behalf of Contractor and surety, constitutes Contractor's authority to enter upon the site of the Work and to begin operations, subject to its assumption of the risk of the disapproval of the Contract, as herein provided, and subject also to the following:

- (1) Contractor's receipt from City for the properly executed Contract Documents, including bonds and certificates of insurance.
- (2) City may, for any reason, order Contractor not to enter upon the site of the Work, which order will nullify the authority of Contractor to enter upon the site prior to receipt of the Notice to Proceed.
- (3) Notice in writing of Contractor's intention to start Work prior to approval, specifying the date on which Contractor intends to start, must be given to the Engineer at least 48 hours in advance.
- (4) Contractor must, on commencing operations, take all precautions required for public safety and observe all the provisions in these General Conditions/Specifications and any Special Provisions.
- (5) In the event of disapproval of the Contract, Contractor must, at its expense, do such Work as is necessary to leave the site in a neat condition to the satisfaction of the Engineer. If the Work done affects any existing road or highway, Contractor must, at its expense, restore it to its former condition or the equivalent thereof to the satisfaction of the Engineer.
- (6) All Work done according to the Contract prior to its approval will, when the Contract is approved, be considered authorized Work and will be paid for as provided in the Contract.

(b) Entry upon the site without authority will be treated as trespassing.

(c) Should Contractor begin the Work in advance of receiving notice that the Contract has been approved as provided above, any Work performed by Contractor in advance of the date of approval will be considered as having been done by Contractor at Contractor's own risk and as a volunteer unless the Contract is so approved.

(d) Contractor may start the Work at any time after the Notice to Proceed is issued, but Work must begin within the number of days indicated on the Bid Proposal after the starting date for the Contract, or at such other times as may be indicated in the Special Provisions. The actual date on which Contractor starts the Work will not affect the required item for completion as provided for in the Contract.

(e) If required by the Special Provisions, Contractor must start construction operations on that part of the project designated by the Engineer.

(f) Contractor must perform all the Work in such a manner and with sufficient materials, equipment, and labor to ensure its completion in accordance with the plans and specifications within the time set forth in the Contract.

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6.3 Temporary Suspension of Work

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

(b) If the Engineer orders a suspension of all of the Work or a portion of the Work which is the current controlling operation or operations, due to unsuitable weather or to such other conditions as are considered unfavorable to the suitable prosecution of the Work, the days on which the suspension is in effect will not be considered working days for the purpose of calculating Contractor's time of performance.

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

(d) If suspension of the Work is ordered by the Engineer, due to the failure on the part of Contractor to carry out orders given or to perform any provision of the Contract, no time extension for such suspension will be granted.

6.4 Starting of Contract Time

As soon as practicable after the Contract has been executed by both parties, a Notice to Proceed will be issued by City stating the starting date of the Contract time, which will be as stated in the Notice to Proceed, unless otherwise provided in the Special Provisions.

6.5 Liquidated Damages

The parties agree that time is of the essence in the completion of the Work, and that in case all the Work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in the Contract Documents, as modified by extensions of time granted by City, damage will be sustained by City. As it is impracticable to determine the actual delay damage, the parties agree that Contractor must pay liquidated damages to City in the amount set forth on page 1 of the Bid Proposal, per calendar day for each and every calendar day's delay beyond the time prescribed to complete the Work. If Contractor fails to pay the liquidated damages, City may deduct the amount from any monies due or that may become due Contractor under the Contract.

7. Subcontracting

7.1 Subcontractors Bound By Contract

Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to the subcontractor's work. If Contractor subcontracts any part of this Contract, Contractor will be fully responsible to City for the acts and omissions of every subcontractor and of persons either directly or indirectly employed by every such subcontractor.

Nothing contained in the Contract Documents, however, creates any contractual relation between any subcontractor and City.

7.2 City Consent to Subcontractors

City's consent to, or approval of, any subcontractor under the Contract does not in any way relieve Contractor of its obligations under the Contract nor will such subcontract or approval be deemed to waive any provision of the Contract between City and Contractor.

8. Work By Others

8.1 City's Right to Award Other Contracts

(a) City reserves the right to award other contracts in connection with the project. Nothing in these General Conditions/Specifications may be interpreted as granting to Contractor exclusive occupancy at the site of the project.

(b) If simultaneous execution of any contract is likely to cause interference with performance of some other contract or contracts, City will decide which contractor must cease Work temporarily and which contractor must continue or whether Work can be coordinated so that contractors may proceed simultaneously. Notwithstanding any other provision of these General Conditions/Specifications, City is not responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from the award or performance or attempted performance of any other contract or contracts on the project, or caused by any decision or omission of City respecting the order of precedence in performance of contracts.

8.2 Contractor's Responsibilities

Contractor must ascertain to its own satisfaction the scope of the project and nature of any other contracts that have been or may be awarded by City in prosecution of the project to the end that Contractor may perform the Contract in consideration of such other contracts, if any.

Contractor must afford other contractors and utilities reasonable opportunity for introduction and storage of their materials and execution of their tasks and must properly connect and coordinate its efforts with theirs. Contractor may not cause any unnecessary hindrance or delay to any other contractor working on the project.

If any part of Contractor's Work depends for proper execution or results upon Work of any other contractor, Contractor must inspect and promptly report to the City Engineer any defects in such Work that render it unsuitable for such proper execution and results. Its failure so to do constitutes a waiver by Contractor of any claim of delay caused by events beyond Contractor's control.

9. Authority of the Engineer

9.1 General Authority

The Engineer will decide any and all questions which may arise as to the quality or acceptability of materials furnished and Work performed, and as to the manner of performance and rate of progress of the Work, and must decide all questions that may arise as to the interpretation of the drawings and specifications, and all questions as to the acceptable

fulfillment of the Contract on the part of Contractor, and as to compensation. The Engineer's decisions are final and the Engineer has authority to enforce and make effective such decisions and orders.

9.2 Interpretation of Drawings and Specifications

The Engineer will interpret the meaning of any part of the drawings and specifications about which any misunderstanding may arise and the Engineer's decision will be final. Should there appear to be any error or discrepancy in or between the drawings and specifications, Contractor must refer the matter to the Engineer for adjustment before proceeding with the Work. Should Contractor proceed with the Work without so referring the matter, it does so at its own risk.

9.3 Inspection

(a) The Engineer must be provided full access to all operations involving the Work under the Contract and be provided reasonable advance notice of the time and place of operations which the Engineer desires to observe. The Engineer must be provided with all requested samples of materials and Work for testing purposes.

(b) Contractor must furnish the Engineer reasonable facilities for obtaining such information as may be necessary to keep the Engineer fully informed respecting the progress and the manner of the Work. The Engineer's inspection of the Work will not relieve Contractor from any obligation under the Contract. The Engineer has authority to stop any Work whenever provisions of Contract Documents are not being complied with and Contractor must instruct its employees and any subcontractors accordingly.

9.4 Disputes Pertaining to Payment for Work

Should any dispute arise respecting the true value of any of the Work done, of any of the Work omitted, or any extra Work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of the Contract, such dispute will be decided by the Engineer.

10. General Provisions

10.1 Utilities

(a) All utilities, including but not limited to, electricity, water, gas, telephone used on the Work will be furnished at Contractor's sole expense. Contractor must furnish and install necessary, temporary distribution systems, including meters, from distribution points to points on site where utility is necessary to carry on the Work. Upon completion of the Work, Contractor must remove all temporary distribution systems. Unless otherwise indicated, the Contractor must also arrange for permanent utilities as necessary for completion and operation of the work. Contractor must pay for utilities until the "Project Acceptance and Final Payment" form is executed and the Work is accepted by the Engineer.

(b) If the Contract is for an addition to an existing structure, Contractor may, with written permission of the Engineer, use City's existing utilities to carry on the Work by making prearranged payments to City.

10.2 Water Supply

Water may only be used in the service area of the applicable water purveyor. Water may not be imported or exported from one water purveyor's service area to another water purveyor's service area. If the work area crosses multiple water purveyor's service areas, one fire hydrant meter from each water purveyor must be obtained, and water from each fire hydrant meter may only be used in the applicable water service area for each water purveyor.

All water used other than through a service connection and meter must be through a fire hydrant meter. Hydrant meters will be installed by the City of Camarillo Water Division or applicable water purveyor and moved from one location to another only upon approval of the City of Camarillo Water Division or other applicable water purveyor. **The Contractor must pay all applicable fees and charges related to the construction water account, including but not limited to deposits, installation, inspection and related costs.**

Water used will be charged at the unit rate per 100 cubic feet as currently established by City Council resolution or by the applicable water purveyor.

10.3 Dust Control

Contractor must provide such dust control equipment and methods as may be required to protect adjacent property from annoyance or damage from dust caused by its operations, and failure to control such dust will be cause for the Engineer to stop the Work until the dust is controlled. Contractor will have no recourse to collect from City for any loss of time or expense sustained by Contractor due to such suspension of the Work.

10.4 Removal and Disposal of Structures and Obstructions

All fences, trees, and obstructions of any nature to the execution of the Work removed by Contractor must be disposed of, reused or delivered to City's Corporation Yard as required. These tasks are to be included in the cost of other items bid on, if there is no item covering the same. Any obstruction that is privately owned that is removed by Contractor must be replaced or compensated at Contractor's sole expense to the satisfaction of the Engineer.

10.5 Surveys

Surveys to determine location of property lines and corners, locations of construction, grading and site Work must be supplied by Contractor.

No survey information beyond the information on the plans will be provided by the Engineer. Contractor must preserve all stakes set for the lines, grades or measurements of the Work until authorized to remove them by the Engineer. Any expense incurred in replacing such stakes which Contractor may have failed to preserve will be borne by Contractor.

10.6 Layout and Field Engineering

All field engineering required for laying out the Work and establishing grades for earthwork operations will be furnished by Contractor at its sole expense. Such engineering will be done by a qualified Civil Engineer approved by the Engineer. Any required "as built" drawings of site development must be prepared by the approved Civil Engineer at Contractor's sole expense.

10.7 Traffic Requirements

(a) Street Closures, Detours, and Barricades.

- (1) Street closures require discretionary City Council authorization and are not allowed unless no safe and effective alternative exists. Contractor must prepare a comprehensive justification for the proposed alternative. Contractor must consider contract time in the justification, and allow at least 45 calendar days for City review and processing. Meetings, including those outside normal working hours may be necessary.
- (2) All costs involved in complying with the following requirements for street closures, detours and barricades will be borne by Contractor.
- (3) Contractor must notify the Engineer at least 5 working days before closing or partially closing any street. The Contractor must arrange detour routes and issue signing instructions, if required. All detour routes must be submitted for approval by the Engineer at least 10 working days before the detour.
- (4) Contractor must notify the following agencies, at least 48 hours in advance of the closing, partial closing, or opening of any street or alley:

Camarillo Police Department	805-388-5100
Ventura County Fire Department	805-389-9710
Camarillo Public Works Department	805-388-5340
Camarillo Streets Division	805-388-5338
E.J. Harrison	805-207-0159
Camarillo Post Office	805-383-9804
Camarillo Area Transit	805-388-5346

- (5) Contractor must install, maintain, and remove all temporary barricades, lights, warning signs, and other facilities necessary to control traffic as specified in the California Manual on Uniform Traffic Control Devices (CMUTCD). Materials for a temporary facility may be provided from new or used materials. If used materials are provided, they must be sound, in good condition, and otherwise meet the requirements of new materials.
- (6) If at any time any portion of the street is obstructed to traffic, Contractor must post "No Parking Anytime" signs on both sides of the street for a distance of 300 feet beyond the obstructed portion of the street.
- (7) In addition to the lane width specified in subsection (b) below, Contractor must maintain a minimum clearance of three feet to excavations and a minimum of two feet to curbs and other obstructions. When traffic patterns required by the Work are such that opposing lanes of traffic must cross the existing centerline, Contractor must separate the opposing lanes at intervals, not to exceed 25 feet, or as directed by the Engineer.

(b) Minimum Requirements for Maintaining Traffic Flow: Traffic in each direction must be maintained on all streets at all times. Traffic lanes of at least 10 feet must be used.

10.8 Tests and Inspections

(a) If the Contract, or any laws, ordinances, regulators or any public authority requires any of the Work to be specially inspected, tested or approved, Contractor must give notice in accordance with such authority of its readiness for such inspection or test at least two working days prior to such inspection. If inspection or testing is by an authority other than City, Contractor must arrange for such inspection or testing, and Contractor must also give at least two working days prior written notice to the authority and the Engineer of the date fixed for such inspection. Required certificates of inspection or approval must be secured by Contractor. The Engineer will promptly make observations, where practicable, and do so at the source of supply. If any of the Work is covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for inspection or testing and satisfactorily reconstructed at Contractor's sole expense in strict accordance with the Contract Documents. Costs of tests and inspections of any materials found to be not in compliance with the Contract must be paid for by Contractor at its sole expense. Other costs for tests and inspection of materials will be paid by City.

(b) Where such inspection and testing are to be conducted by an independent laboratory agency, such materials or samples of materials to be tested will be selected by such laboratory or agency, or the Engineer, and not by Contractor.

(c) Contractor must notify the Engineer in writing a sufficient time in advance of manufacture of materials to be supplied under contract, which must by terms of the contract be tested, in order that the Engineer may arrange for testing of same at the source of supply. Any materials shipped by Contractor from the source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from the Engineer that such testing and inspection will not be required, may not be incorporated in the Work without prior approval of the Engineer and subsequent testing and inspections.

(d) Re-examination of questioned Work may be ordered by the Engineer and, if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, City will pay the costs of re-examination and replacement. If such Work is found not to be in accordance with the Contract Documents, Contractor must pay the costs at its sole expense.

10.9 Soils Investigation Report

When a soils investigation report is available from City, such report will not be a part of the Contract. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the Contract. Contractor is required to make a visual examination of site and must make whatever tests it deems appropriate to determine underground condition of soil.

10.10 Compaction Tests

(a) Contractor must perform compaction tests as required by the City Engineer, in accordance with ASTM D-1557 or California Test Method No. 216.

(b) Contractor must bear the total expense of all failing tests.

10.11 Cutting and Patching

(a) Contractor must do all cutting, fitting, or patching of the Work as required to make its several parts come together properly and fit to receive or be received by other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed project, as the Engineer may direct. All costs caused by defective or ill-timed Work will be borne by the Contractor.

(b) Contractor may not endanger any of the Work by cutting, excavating, or otherwise altering the Work and may not cut or alter any Work of any other contractor, except with the written consent of the Engineer.

10.12 Earthquake and Tidal Wave Damage

Notwithstanding the provisions of Subsection 4-1.2 of the SSPWC, when the Governor of California or the President of the United States declares that the area where the Work is being constructed is a disaster area due to earthquakes or tidal waves, Contractor will be relieved of the responsibility for repairing damage to the Work caused by earthquake or tidal wave, unless such damage results from negligent acts or omissions of Contractor.

10.13 Highway and Railroad Permits

The Engineer will obtain the basic state highway and railroad encroachment permits, which will include checking of plans. Contractor must also obtain its own permits from these agencies. Inspection and permit fees charged by these agencies must be paid by Contractor. Any other permits must be obtained by Contractor at no additional cost to City.

10.14 Noise Control

Construction Noise Level Limits: Construction operations must comply with City of Camarillo Municipal Code, specifically Chapter 10.34, Noise Regulations.

11. Acceptance of Work

11.1 No Waiver of Legal Rights

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

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

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

(d) A waiver of any breach of the Contract will not be held to be a waiver of any other or subsequent breach.

11.2 Non-Complying Work

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

11.3 Fulfillment of Contract

Contractor must, at its sole expense, protect and care for all the Work it performs until the Contract has been fulfilled to the satisfaction of, and the Work has been accepted in writing by, the Engineer. The date upon which the Engineer accepts the Work as complete will be the date that Contractor is relieved from responsibility to protect the Work.

11.4 Correction of Work Before Acceptance

(a) Contractor must promptly remove from the site or premises all Work determined by the Engineer as failing to conform to Contract, whether or not installed or incorporated. Contractor must promptly replace and re-execute the Work to comply with the Contract Documents without additional expense to City and will bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

(b) If Contractor does not remove such nonconforming Work within a reasonable time, City may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within 10 days' time thereafter, City may, upon 10 days' written notice, discard such materials or sell such materials at auction or at private sale and will provide an accounting to Contractor for net proceeds of such sale, after deducting all costs and expenses that should have been borne by Contractor.

11.5 Deductions for Uncorrected Work

If City deems it inexpedient to correct any Work injured or not done in accordance with the Contract, City will make an equitable deduction from the Contract price.

11.6 Final Clean Up

Upon completion of the Work and before acceptance and final payment will be made, Contractor, as its sole expense, must clean the Work area and all premises occupied by it in connection with the Work. All rubbish, weeds, graffiti, one-call USA markings, excess materials, falsework, temporary structures, tools and equipment must be removed and all parts of the Work must be left in a neat and presentable condition. All excavations left by removal of structures must be filled and compacted with clean suitable soil acceptable to the Engineer.

11.7 Certificate as to Compliance With Certain Regulations

Contractor must file with Engineer, prior to the acceptance of the Work, a certificate in form substantially as follows:

I (We) hereby certify that all of the Work has been performed and materials supplied in accordance with the specifications, drawings, and Contract Documents for the Work and that:

- (a) no less than the prevailing rates of per diem wages as ascertained by the Director of Industrial Relations has been paid to workers employed on this Work and a copy of these rates has been posted and maintained at the Work site at all times during the course of the Work;
- (b) there have been no unauthorized substitutions of subcontractors; nor have any unauthorized subcontracts been entered into;
- (c) no subcontract was assigned or transferred or performed by anyone other than the original subcontractor, except as provided in the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4100 and following; and
- (d) all claims for materials and labor and other services performed in connection with the Contract Documents have been paid.

12. Claims between City and Contractor

12.1 Definition of Claim

As used in this section, "claim" means a separate demand by Contractor, sent by registered mail or certified mail with return receipt requested, for (1) a time extension (including, without limitation, for relief from damages or penalties for delay assessed by the City), (2) payment of money or damages arising from Work done by or on behalf of Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by City.

12.2 Notice of Potential Claim Procedure

(a) Contractor agrees that it may not be entitled to the payment of any additional compensation for any claim that may be based on any act, or failure to act, by the Engineer, including failure or refusal to issue a change order, RFI response, or for the happening of any event or occurrence, unless the Contractor has given the Engineer written notice of a potential claim as provided in this subsection.

(b) The written notice of a potential claim must be submitted on the City's claim form and certified with reference to the California False Claims Act, Government Code sections 12650-12655. The written notice of potential claim must include the following information:

- (1) The complete nature and circumstances of the dispute which caused the potential claim.
- (2) The Contract provisions that provide the basis of the claim.
- (3) The estimated cost of the potential claim, including an itemized breakdown of individual costs and how the estimate was determined.

- (4) A time impact analysis of the project schedule that illustrates the effect on the scheduled completion date due to schedule changes or disruptions where a request for adjustment of contract.

(c) The written notice of potential claim must be submitted to the Engineer prior to the time that the Contractor performs any additional work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer and for which is not expressly provided for under this Contract. The Contractor must provide the Engineer the opportunity to examine the site or Work and respond within five business days from the date the notice of potential claim was submitted to the Engineer. The Contractor must then proceed with the performance of the additional work unless otherwise specified or directed by the Engineer. When the affected work is completed, the Contractor must submit substantiation of the Contractor's actual costs and total amount of the claim within 10 days of completing the work. Failure to do so will be sufficient cause for denial of any claim subsequently filed on the basis of the notice of potential claim.

(d) In all other cases, the written notice of potential claim must be submitted to the Engineer within 15 days after the happening of the event, occurrence or other cause, giving rise to the potential claim.

12.3 Claim Processing Procedure

All claims for which a written notice of potential claim was filed and which claim is not resolved promptly resolved under subsection 12.2 will be processed and resolved in accordance with Public Contract Code section 9204, which is hereby incorporated by this reference, and the provisions of section 9204 are generally set forth in this subsection. This subsection and the requirements of Public Contract Code will not preclude the claimant and City from entering into a written waiver of the claim processing procedures outlined in this subsection and electing to resolve the dispute by arbitration pursuant to Public Contract Code section 10240 and following.

(a) The claimant must submit a written claim that includes reasonable documentation necessary to substantiate the claim.

(b) Upon receipt of the claim, the City and the claimant may, by mutual written agreement, extend the time period for the City to respond to the Contractor's claim.

(c) City will respond in writing to any written claim within: (i) 45 days of receipt of the claim; (ii) the extended time period according to Section 12.3(b); or (iii) where the City Council does not meet within 45 days or the extended time period, three days after the next duly publicly noticed meeting on calendar.

(d) The City's written response will identify the disputed and undisputed portions of the claim, and the City will process payment for any undisputed claims within 60 days after the written statement referenced in Section 12.3(c). If the claimant disputes City's written response, or City fails to respond within the time prescribed in Section 12.3(c), the claimant may so notify City, in writing, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, City will schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City will provide the

GENERAL CONDITIONS/SPECIFICATIONS

Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(f) Any disputed portion of the claim, as identified by the claimant in writing, must be submitted to nonbinding mediation, with the City and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators may select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party bears the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute may be resolved through other means, including civil action or arbitration in accordance with Public Contract Code sections 20104.4 and 20104.6.

13. Assignment of Rights

In entering into this Contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment will be made and become effective at the time City tenders final payment to Contractor, without further acknowledgement by the parties. (Pub. Con. Code § 7103.5.)

14. Prohibited Interests

No official, employee, or agent of City, nor any member of their immediate family, may have any direct or indirect interest in this Contract.

15. Labor Code Requirements

15.1 State Wage Determination

(a) Under California Labor Code section 1770 and following, Contractor must pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the Owner, which copies must be made available to any interested party on request, and are also available on the Internet at the website of the Department of Industrial Relations: <http://www.dir.ca.gov/dlsr/PWD/index.htm>. Contractor must post a copy of such determination at each job site.

(b) Under Labor Code section 1775, Contractor will, as a penalty to City, forfeit the statutory penalty each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it.

(c) Contractor must comply with all provisions of Labor Code section 1775.

15.2 Compliance Monitoring

(a) The Work is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations (Labor Code § 1771.4).

(b) Pursuant to Labor Code section 1771.4, Contractor and its subcontractor(s) must furnish the payroll records specified in Labor Code section 1776 directly to the Labor Commissioner and to the City, in the following manner:

- (1) At least monthly or more frequently if specified in the contract with the awarding body.
- (2) In a format prescribed by the Labor Commissioner.

(c) Contractor must post job site notices, as prescribed by regulation (Labor Code § 1771.4).

(d) If the City determines based on its review of the Contractor's or any of its subcontractor's certified payroll records that the Contractor or any subcontractor has underpaid its employees, then upon the second occurrence of such underpayment, the City reserves the right to obtain a certified payroll compliance monitoring consultant to assist the City in the additional work required to ensure Contractor or any subcontractor compliance and the associated costs will be the responsibility of the Contractor and will be deducted from Pay Estimates due to the Contractor.

15.3 Payroll Records

(a) Under Labor Code section 1776, Contractor and each subcontractor must keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the public work.

(b) The payroll records enumerated in subsection (a) above, must be certified and made available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

- (1) A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in subsection (a) must be made available for inspection or furnished upon request to a representative of the body awarding the Contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subsection (a) must be made available upon request by the public for inspection or copies thereof made. However, a request by the public must be made through either the body awarding the Contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the

GENERAL CONDITIONS/SPECIFICATIONS

requested payroll records have not been provided pursuant to subparagraph (2) above, the requesting party must, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal offices of Contractor.

(c) Contractor or any subcontractor must file a certified copy of the records enumerated in subsection (a) with the entity that requested the records within 10 days after receipt of a written request.

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

(e) Contractor must inform City of the location of the records enumerated under subsection (a), including the street address, city and county, and must, within five working days, provide a notice of change of location and address.

(f) Contractor or any subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated under subsection (a). In the event of noncompliance with the requirements of this Section, Contractor must, as a penalty to the state or City, forfeit the statutory penalty for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. These penalties will be withheld from progress payments then due. Responsibility for compliance with Section 15.3 (a) through (f) lies with Contractor.

(g) For all projects, the payroll records enumerated in subsection 15.3 (a) above, must be delivered to the Labor Commissioner (no event less frequently than monthly) directly to the Labor Commissioner in the format prescribed by the Labor Commissioner.

(h) For federally funded projects, Contractor must submit certified payroll records weekly to the Engineer.

(i) Upon request, Contractor must submit backup documentation for certified payroll records including cancelled checks, proof of payment of fringe benefits, time cards, apprenticeship documentation, and other backup records.

15.4 Apprentices

(a) Contractor must comply with Labor Code section 1777.5 and following, and Title 8, California Administrative Code section 200 and following, with respect to apprentices. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, Contractor and subcontractors should, where some question exists, contact the Division of Apprenticeship Standards prior to commencement of the Work. Responsibility for compliance with this Section lies with Contractor. City policy is to encourage the employment and training of apprentices on its construction contracts as may be permitted under local apprenticeship standards. These provisions require that contractors and subcontractors submit contract award information to the applicable joint apprenticeship

committee, employ apprentices in apprenticeable occupations in a ratio of not less than one hour or apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted in accordance with Section 1777.5), contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors may not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices as defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice agreements may be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeable occupations. Contractor agrees to provide Division of Apprenticeship Standards (DAS) Form 13 or any successor apprenticeship reporting form to City no later than the time of Contractor's execution of the Contract Documents.

(b) Contractor must comply with the requirements of Form FHWA 1273 (for federally funded projects), and Labor Code sections 1777.5 and 1776. In the event of conflict between the provisions, Contractor must comply with the most stringent provision that requires the largest number of apprentices.

15.5 Working Hours

(a) Contractor must comply with all applicable provisions of Labor Code section 1810 and following relating to working hours. Contractor will forfeit the statutory penalty to City for each worker employed in the execution of the Contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight hours at not less than one and a half (1-1/2) times the basic rate of pay. Contractor must comply with all requirements for payment of overtime and holiday rates of pay.

(b) City may withhold from any monies payable on account of Work performed by Contractor or any subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor, for unpaid wages and liquidated damages as provided for in subsection (a), above.

15.6 Workers Compensation

(a) Under Labor Code sections 1860 and 3700, Contractor is required to secure the payment of compensation of its employees.

(b) Under Labor Code section 1861, Contractor must sign and file with City the following certification prior to performing the Work of the Contract: "I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

15.7 Protection of Workers in Trench Excavations

As required by Labor Code section 6705, whenever Work under the Contract involves the excavation of any trench or trenches five feet or more in depth, Contractor must submit for acceptance by City or by a registered civil or structural engineer, employed by City, to whom authority to accept has been delegated, in advance of excavation, a detailed plan

showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan must be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor will be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this Section may be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section may be construed to impose tort liability on City, the City Engineer, nor any City officers, agents, representatives, or employees. Unless a specific bid item is included in the Bid Proposal, payment for protection of workers in excavations requiring adequate sheeting, shoring, bracing and other safety provisions must be included in the bid item for mobilization. A separate item must be shown in the schedule of values for protection of workers in trench excavations. Contractor must obtain all necessary permits for excavation work from Cal/OSHA at Contractor's expense.

16. Sales and Use Tax Cooperation

Contractor must take all steps reasonably necessary, as instructed by the Director of Finance, with respect to collection and reporting California Sales and Use Tax, to ensure that, to the extent legally possible, sales and use taxes collected for personal property purchased pursuant to this Contract, are reported with a point of sale within City.

17. Documentation of Status of Surety

Contemporaneously with the filing of a bid bond, labor and materials bonds, and faithful performance bond (or others), Contractor must obtain and file with City from the following documents:

(a) a certified copy of the unrevoked appointment Power of Attorney, By Laws or other instrument entitling or authorizing the person who executed the bond to do so; and

(b) a certified copy of the Certificate of Authority of the issuer issued by the Insurance Commissioner of the State of California; and

(c) a certificate from the Clerk of the County where the principal office of the issuer is located that the Certificate of Authority of the issuer has not been surrendered, revoked, cancelled, annulled or suspended, or, in the event that it has been surrendered, revoked, cancelled, annulled or suspended, that renewed authority has been granted; and

(d) copies of the insurers' most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 of Chapter 1 of Part 2 of Division 1 of the Insurance Code (section 900 and following).

18. Construction and Demolition Waste

Contractor must provide an accurate estimate of the amount of construction debris recycled as a result of the project. Any materials that could have been disposed of in a landfill, but were instead processed and reused on the project or elsewhere will be considered recycled. Amounts must be itemized with description of the items recycled and must be reported in either cubic yards or tons (see Appendix). Examples of recycled construction debris are: asphalt concrete grindings, chunks of broken asphalt concrete, PCC chunks, base, soil, metals, and

other similar materials. Contractor must sign the estimate of recycled construction debris and must certify that the estimate is accurate to the best of contractor's knowledge. Contractor must provide this estimate prior to submittal of the final pay estimate and at such other reasonable intervals during the course of the project as requested by the Engineer.

19. Use of Premises

(a) The Work must be confined to City owned or controlled land or right-of-way as shown on the plans, unless otherwise expressly provided in the Contract Documents. If the right-of-way is not shown on the plans, the Contractor must field verify the right-of-way at no additional cost to the City. Contractor must provide at Contractor's own expense and without liability to the City any additional land and access thereto that Contractor may desire for temporary construction facilities, or for storage and staging of materials.

(b) Contractor may not trespass upon or in any way disturb property adjacent to City owned or controlled land or right-of-way or outside any permanent or temporary project construction easements without first obtaining written permission from the applicable property owner. A copy of such written permission must be furnished to the Engineer.

(c) If Contractor finds it necessary to obtain additional working area, it is the responsibility of Contractor to negotiate permissions, obtain applicable permits and pay all costs pertaining to the additional work area.

(d) If additional work area is required and obtained, the following requirements will apply:

- (1) Contractor must restore such property to the full satisfaction of the property owner at no additional cost to the City, and must obtain from the property owner a written release stating that restoration has been satisfactorily made. Contractor must provide the Engineer a copy of the written release from the property owner.
- (2) Contractor may not place or dispose any excess earth, stone, or other excavated material on any property without first obtaining necessary permits and written permission of the owner of the property and securing the approval of the City Engineer. Contractor must provide the Engineer with one copy of the property owner's written permission and one copy of a written release from the property owner stating that the work has been completed to the satisfaction of the property owner.
- (3) All items within any City owned or controlled land or right-of-way or within any permanent or temporary construction easements must be removed, or removed and replaced, or restored as required by the Plans and Specifications, as directed by the Engineer.

**CITY OF CAMARILLO
DEPARTMENT OF PUBLIC WORKS**

**WASH WATER RECOVERY UNIT COVER
ADDITION -**

PROJECT NO. MC-2024-3

**These Special Provisions have been prepared under the direction of
the following professional Civil Engineer, licensed by the State of
California**



**City of Camarillo
601 Carmen Drive
Camarillo, California**

Michael H Kang

**Michael Kang, P.E.
Registered Civil Engineer #59363
Exp. 09/30/2025**

9/20/24

Date

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2002	TRAFFIC CONTROL, PARKING RESTRICTIONS AND SIGNAGE
2003	STORMWATER POLLUTION CONTROL PROGRAM
2004	MEASUREMENT AND PAYMENT

SECTION 2000 – GENERAL

2000-1 General Description of the Work

- A. The work to be performed includes but is not limited to:
 - 1. Furnishing all labor, materials, tools, and equipment necessary to: remove, demolish, or store all items that are protruding above the proposed covers, including bridge ramp, lifting lug plates, structural angle, guardrail, baffle panels, removable grating, etc. Furnishing all labor materials, tools, and equipment to procure and install new structural framing, new aluminum covers, new enclosures, new access hatches, new kickplates, new penetration kit for vents and all related work in accordance with the Contract documents and the City of Camarillo (City) Standards.
- B. Location:
 - 1. North Pleasant Valley Groundwater Desalter. 2727 Somis Road, Camarillo, CA 93012.
- C. The work to be performed by Contractor includes but is not limited to:
 - 1. Demolition, installation, improvement, and restoration as defined by the contract documents and shown on the construction drawings.
 - 2. Field testing, and District staff training on the installed equipment/systems.
- D. The City will perform the following in conjunction with the project:
 - 1. Temporary Shutdown or provide direction to the contractor for shutdown of the existing equipment.

2000-2 Standard Specifications and Details

- A. The work provided herein must conform to and be in accordance with the Contract Plans, General Conditions/Specifications and Special Provisions, as well as the 2018 edition Standard Specifications for Public Works Construction ("SSPWC"), written and promulgated by the Public Works Standards, Inc.; herein referred to as the "Standard Specifications", the State of California Department of Transportation Standard Specifications; hereinafter referred to as the "State Standard Specifications", California Manual on Uniform Traffic Control Devices (CMUTCD), City Standards.
- B. Whenever in the Contract Documents references are made to published specifications, codes, standards, or other requirements, it is understood that if a date is not specified, only the latest specifications, standards, or requirements of the respective issuing agency which have been published as of the date that the Work is advertised for bids will apply; except to the extent that such standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the drawings will be waived because of any provision of, or omission from, the standards or requirements.

2000-3 Order of the Work

- A. The Contractor must control operations such that the following general conditions can be met:
 - 1. All work shall be coordinated with other City and Camarillo Sanitary District projects, project exhibits, project schedule, contract period, submittals, Stormwater Pollution Control Plan, and all other requirements of these Contract Documents.
 - 2. Contractor shall provide City fourteen (14) calendar days' notice for readiness for mobilization.
 - 3. Complete all work including punch-list items within contract working days identified on page 1 of the bid proposal.
- B. The following activities generally describe the sequence of the Work:
 - 1. First order of work shall be submittals for critical path as required, including:
 - a. Stormwater pollution control plan
 - b. Public notices
 - c. Long lead items
 - d. Schedule
 - 2. Contractor shall perform investigation and measurement of the existing wash water recovery unit to confirm dimensions, validate scope, and submit inspection report for City approval to corroborate work. The Contractor shall utilize the inspection report to clearly identify and recommend any changes in scope of work.
 - 3. Submit material submittals for review and comment.
 - 4. Order and receive material.
 - 5. City issued Notice To Proceed (NTP) letter for construction beginning contract completion time.
 - 6. Mobilization.
 - 7. Cover Installations.
 - 8. Punchlist
 - 9. Demobilize, project closeout, and City acceptance.
- C. Further details and information regarding the summary of Work, City responsibilities, and Contractor responsibilities are included in Technical Provisions.

2000-4 Requirements of the Work

- A. All Work must be coordinated with the with the Engineer, City staff, North Pleasant Valley Desalter Facility operations, Project Schedule, Contract Duration, submittals, and other requirements of these Contract Documents.
- B. Extended work hours must be approved by the City prior to performing the specific work. Contractor may submit a written request to the City for extended work hours for specific portions of work as required for public safety and convenience or emergency. City denial of the Contractor's request for extended work does not warrant an extension of the Contract Time.
- C. A maximum noise level limit of eighty-six (86) decibels at a distance of fifty (50) feet will apply to all construction equipment on or related to the project whether owned by the Contractor or not. The use of excessively loud warning signals must be

avoided except in those cases required for protection of personnel. The use of generators or other mechanical devices between the hours of 5:00 p.m. and 8:00 a.m. is not permitted unless approved by the Engineer.

- D. The City reserves the right to direct the order of work in the interest of Public safety and convenience. The Engineer will endeavor to give the Contractor 72 hours notice of any such directed order of work.
- E. No work may be performed on Saturday, Sunday, or holidays unless approved in advance by the Engineer. Holidays are anticipated as follows:

<u>Holiday:</u>	<u>Date:</u>
New Years Day	(January 1)
Martin Luther King Day	(3rd Monday in January)
Presidents Day	(3rd Monday in February)
Memorial Day	(last Monday in May)
Independence Day	(July 4th)
Labor Day	(1st Monday in September)
Veterans Day	(November 11th)
Thanksgiving Day	(4th Thursday in November)
Day after Thanksgiving	(4th Friday in November)
Christmas Eve	(December 24th)
Christmas Day	(December 25th)

Note: If a holiday falls on a weekend, a Saturday holiday will be observed on Friday and a Sunday holiday will be on a Monday. If part or all of a 2-day holiday falls on a weekend, the City will determine which 2 weekdays will be holidays.

The holiday and event dates listed above are approximate dates and will vary depending on the year construction occurs. The Contractor is required to obtain and account for the City's observed holiday dates and special event dates that will impact the project during the course of the Contract.

- F. Contractor must reimburse the City for costs for overtime inspection associated with project work hours. Costs will include hours in excess of 8-hours per workday shift, hours in excess of 40-hours per work week, and weekend and holiday work when specifically authorized.
- G. The Contractor must diligently prosecute the contract work within the allowed number of working days specified in Page 1 of the Bid Proposal, counting from the date stated in the Notice to Proceed. The days to finish the punch list, provided by the City, are included in the working days.

2000-5 Work Hours

- A. Work shall occur during the following time periods:
 - 1. Normal daily work hours are from 8:00 a.m. to 5:00 p.m.
 - 2. Work on arterial streets (four or more lanes) is from 8:30 a.m. to 4:00 p.m.
 - 3. Work within two blocks of a school is from 9:00 a.m. to 2:00 p.m.
 - 4. Work hours within Caltrans ROW are from 9:00 a.m. to 3:00 p.m.
 - 5. Night Work shall be performed between 9:00 p.m. to 5:00 a.m.

- B. If the contractor performs any work or has any site presence outside the hours listed in this section, or on weekends or holidays without prior City approval, the City reserves the right to hire a security service to ensure Contractor compliance and associated costs will be the responsibility of the contractor and will be deducted from Pay Estimates due to the Contractor.

2000-6 Fees and Fines

If the City receives a fine or penalty due to the Contractor's actions or inactions, Contractor will be responsible to pay such cost. City may deduct such amount from amounts due, or to become due the Contractor.

2000-7 Review of Contract Documents and Job Site

- A. The Contractor must carefully study and compare each element of the Contract Documents with each other and with information available to the Contractor as furnished by the City. The Contractor will assume all responsibility for deductions and conclusions as to the difficulties in performing the work.
- B. The Plans show conditions as they are supposed, or believed by the City to exist. The City does not warrant the completeness or accuracy of such information. It is the Contractor's responsibility to ascertain the existence of all conditions affecting the cost of work. The Contractor must immediately notify the Engineer of errors, inconsistencies or omissions discovered. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Engineer, the Contractor will assume appropriate responsibility for such performance and will assume responsibility for the cost of correction.

2000-8 Right-of-Way

- A. Attention is directed to Section 2-3 "Right-of-Way" of the Standard Specifications, Section 2.1 and Section 19 "Use of Premises" of the General Conditions/Specifications and these Special Provisions.
- B. The Contractor must verify that the acquisition(s) is completed prior to beginning any work outside the public right of way. All cost for remobilization, downtime, etc., due to delays in obtaining the required rights of way, easements, and rights of entry must be included in the lump sum price bid for the various items of work and no additional compensation will be allowed.
- C. The Contractor will not be entitled to the exclusive use of any public street or rights-of-way during the performance of the work under the contract, and the Contractor must conduct operations so as not to interfere unnecessarily with business, traffic, pedestrians, and the authorized work of utility companies or other agencies in the street or rights-of-way. Neither the Specifications nor the Plans may be construed to entitle the Contractor to conduct operations within the rights-of-way which are in violation of any local, county, or state ordinance or regulation restricting interference with water courses and drainage channels. The Contractor must take adequate precaution against obstructing storm water flow within the project limits. The Contractor may not deposit excavated materials, store equipment or construction materials within the street.

2000-9 Protection and Restoration of Existing Improvements

- A. Attention is directed to Section 400 "Protection and Restoration" of the Standard

Specifications and these Special Provisions.

- B. Contractor agrees to assume sole and complete responsibility for protection of public and private property in the vicinity of the job site and further agrees to, at Contractor's expense, repair or replace to original condition all existing improvements within or in the vicinity of the job site which are not designated for removal and which are damaged or removed as a result of Contractor's operations.
- C. Repair or replacement must be completed within three (3) working days from the date the damage occurred, unless immediate repair or replacement is determined to be necessary by the Engineer. If the Contractor fails to restore existing improvements in a timely manner, within the timeframe specified, the City may complete the work and costs will be deducted from payments due the Contractor.
- D. Contractor must coordinate operations such that damage to newly constructed improvements is avoided. In the event newly constructed improvements, shown on the Contract Documents, interfere with other project work or is necessary for safety or access and must be removed and replaced, the City will only pay for the improvements to be constructed one time. Multiple replacements or work necessary for the convenience of the Contractor will be considered performed at the Contractor's expense.
- E. Existing improvements, visible at the Work or which can be reasonably ascertained by available information to exist, and which interfere with the completion of the Work but which no specific disposition is made on the Plans or Specifications, shall be addressed by the Contractor as follows:
 - 1. Existing improvements which interfere with the completion of the Work shall be removed and replaced, in kind. The exact location and alignment of the replacement shall be confirmed with the Engineer prior to removal and adjustments to the location to conform to the Work shall be made as necessary.
 - 2. The Engineer may determine that the existing improvements are to be removed and not replaced. Removed improvements shall be properly disposed of by the Contractor.
 - 3. The area where existing improvements were removed shall be restored to conform with the Work and match the surrounding area. Restoration shall conform to adjacent improvements.
 - 4. The Contractor shall submit a change order request for all costs for addressing proposed improvements in conjunction with existing improvements.

2000-10 Subsurface Conditions

Where investigations of subsurface conditions have been made by the City with respect to subsurface conditions, utilities, foundation, or other structural designs, and that information is shown in the Plans, it represents only a statement by the City as to the character of materials which have actually been encountered by the City's investigation. This information is only included for the convenience of Bidders.

2000-11 Weekly Project Schedule And Meetings

- A. By Monday at 12 PM PST of each week, the Contractor must prepare and submit a detailed schedule of the work projected for the next three (3) weeks on a daily basis. The Contractor must make revisions as required by the Engineer.

- B. The Contractor will be responsible to host and conduct a Weekly in-person Project Status/Construction Meeting that must be attended by the Contractor, subcontractors, utility companies (as required), Design firm, Engineer, and City representatives. The meeting will have a duration of approximately one hour. The meeting will be held on the day, time and location as determined by Engineer. The purpose of this meeting will be to discuss interfacing work, scheduling, problems, issues, and the like. The Contractor must submit the following to the Engineer at the prior to the beginning of the meeting:
1. Daily manpower and equipment utilization for the preceding week
 2. Projected work in a look ahead schedule for the next three (3) weeks on a daily basis.
 3. Meeting Agenda including Project Progress, Three-week look ahead, updated baseline schedule, Statements of working days and remaining contract time, Submittal review and status, requests for information (RFIs), Potential Change Orders, billing requests, discussion items, and unresolved issues.
 4. Meeting minutes with detailed notes documenting discussions in the meeting.
- C. The Contractor must attend all miscellaneous meetings in-person as requested by the Engineer.

2000-12 Project Schedule

- A. Attention is directed to Section 6-1.1 "Construction Schedule" of the Standard Specifications, Section 6.1 "Proposed Construction Schedule" of the General Conditions/Specifications and these Special Provisions.
- B. The Contractor must update the Construction Schedule as specified in the Standard Specifications, the General Conditions/Specifications, or when directed by the Engineer. Preparation and updating of the Construction Schedule must be performed at Contractor's sole expense.
- C. Failure by the Contractor to submit updated or revised Construction Schedules when required may prevent acceptance of progress payment requests by the Engineer until such updated or revised Construction Schedules have been submitted for review and have been accepted by the Engineer.
- D. The Construction Schedule must include obtaining all necessary materials and equipment, and must reflect completing all work within the specified time, in accordance with these Specifications.
- E. Contractor must include in the schedule, detailed information for each operation. When the project includes multiple streets or sites, Contractor must include detailed information for each street or site. When notifications or parking restrictions are required such dates must be included in the schedule.
- F. Contractor must provide critical path schedules in legible hardcopy format and must also submit schedules with each update in electronic format compatible with MS Project or Primavera, as directed by the Engineer.

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

2000-13 Coordination with Concurrent Projects

Several projects may be ongoing within the limits of the work during the Contract period. The Contractor is required to coordinate the work with other contractors such that both projects can be diligently pursued to their timely completion. Interfacing work must be shown on the project schedule, and the Contractor will be responsible for meeting that schedule. Contractor must include time for others to perform work within the Work Area and this must be reflected in the Project Schedule. Delays due to interfacing with concurrent projects are considered avoidable and no compensation will be made for such delays. Contractor must include in the bid all costs for coordination, scheduling, meetings, staging and the like that result from interfacing with concurrent work.

Contractor is responsible for obtaining contract documents including plans and specifications and thoroughly understanding the requirements of and Work called for in the contract documents for the concurrent project. The Contractor must include in the bid all costs for Work called for or indicated in Contract Documents for this project even though shown in the contract documents prepared for concurrent projects.

2000-14 Lump Sum Bid Items

- A. The Contractor must submit a detailed schedule of values breakdown for all lump sum bid items. The breakdown of items must be submitted to the Engineer for approval and the level of detail will be as determined appropriate by the Engineer. The schedule of values must be submitted to the Engineer prior to the first progress payment request and the progress payment will not be reviewed without approved schedule of values for all Lump Sum bid items. The schedule of values will be used as a basis for determining appropriate monthly progress payment amounts for lump sum bid items. The schedule of values must equal, in total, the lump sum bid item cost and be in such form and sufficiently detailed to satisfy the Engineer that it correctly represents a reasonable apportionment of the lump sum.

2000-15 Daily Report

- A. The Contractor must complete a Daily Report indicating manpower, major equipment used and on standby (itemized separately), subcontractors, materials used, and similar items involved in the performance of the Work. The Daily Report must be completed on forms prepared by the Contractor and acceptable to the Engineer, and must be submitted to the Engineer prior to construction on the subsequent workday.
- B. Contractor must supply daily reports to the Engineer and Inspector at the start of work on a daily basis. If the Contractor fails to provide daily reports for two (2) or more working days during the scheduled work week, then a Stop Work Notice will be issued and progress payments will not be processed until all paperwork is current. Contract period will continue to be in force while the Stop Work Notice is in effect.
- C. Contractor shall furnish a minimum of eight (8) photos with the Daily Report documenting the progress of the Work, equipment in use, safety equipment in use and other relevant features of the Work. Photos shall be submitted electronically as JPEG (.jpeg) or PNG (.png) file types or sufficient quality and legibility.

2000-16 Testing and Inspection

- A. Attention is directed to Section 3-5 "Inspection" of the Standard Specifications, Section 9.3 "Inspection", Section 10.8 "Tests and Inspections", and Section 10.10 "Compaction Tests" of the General Conditions/Specifications and these Special Provisions.
- B. It is the responsibility of the Contractor to facilitate sampling to be used for testing purposes. Costs for failed tests and retesting necessary because of the Contractor's failure to comply with specification requirements will be borne by the Contractor.
- C. Contractor must notify the City 72 hours in advance of commencing construction.

2000-17 Non-Working Foreman

- A. The Contractor shall provide a non-working foreman on-site for any phases of work for the duration of the Project, at no additional cost to the City. Failure to supply a non-working foreman at any time during the Contract Period during work hours can result in an immediate Stop Work Notice until the Contractor provides or replaces the non-working foreman. The Contract Period will remain in force and continue. Any costs incurred by the City in dealing with issues resulting from work performed by the Contractor when a non-working foreman was not available will be deducted from payments due to Contractor. The City reserves the right to have the Contractor remove and replace non-complying work in accordance with General Condition 11.4 at no additional cost to the City.
- B. The non-working foreman must be in possession of a working cellular telephone and must be available to communicate with the Engineer 24-hours per day.

2000-18 Responsibility for Job Site Conditions

- A. Contractor agrees that, in accordance with generally accepted construction practices, Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of this Project including safety of all persons and property, and that this requirement will apply continuously and will not be limited to normal working hours. Contractor further agrees to defend, indemnify and hold the City and the City's design and construction observation professionals harmless from all liability and claims, real or alleged, in connection with the performance of work on this Project.
- B. The Contractor must make field measurements and verify field conditions and must carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered must be reported to the Engineer immediately by telephone and in writing. When conditions are encountered which, in the opinion of the Engineer, require temporary suspension of work for design modifications or for other determinations to be made, the Contractor must move to other areas of work until such determinations are made at no cost to the Owner. No additional compensation will be allowed by reason of such temporary suspension of a portion of the Work, or modifications to work. Appropriate extension of time for completion may be allowed where justified in the opinion of the Engineer. If articles having archeological significance are identified, the Contractor must suspend work to allow evaluation by the Engineer.

- C. Provide and install non-skid steel plates at open trench excavations at the end of work day. Plates on arterial streets must be flush with adjacent pavement surface and secured as directed by Engineer in accordance with CALTRANS TR-0157 Method 1. Plates on other streets may be placed on pavement with temporary transitions as directed by Engineer in accordance with CALTRANS TR-0157 Method 2.

2000-19 General Safety Requirements

- A. Contractor must do whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during the Contract period. Safety provisions must conform to Federal and State Departments of Labor Occupational Safety and Health Act (OSHA), and other applicable Federal, State, County and local laws, ordinances, codes, requirements set forth herein, and regulations that may be specified in other parts of these Contract Documents. Contractor must do all work necessary to protect the general public from hazards, including, but not limited to, surface irregularities or unramped grade changes in vehicular travel ways (including but not limited to streets, roads and driveways), pedestrian sidewalks or walkways. Barricades, lanterns, and proper signs must be furnished in sufficient amount to safeguard the public and the work. This requirement applies continuously and is not limited to normal working hours.
- B. Contractor must develop and maintain for the duration of the Contract, a safety program that will effectively incorporate and implement required safety provisions. The Contractor must appoint a qualified employee who is authorized to supervise and enforce compliance with the safety program.

2000-20 Construction Waste Management and Recoverable Materials

- A. Contractor shall comply with all demolition and waste recycling requirements as described in the General Conditions.
- B. As part of the Demolition Waste Recycle Plan/Statement submittal, Contractor shall describe their plans for management of construction waste materials, including but not limited to the following:
 - 1. Planned disposal locations of construction waste materials, including
 - a. Name, location and contact information for facilities.
 - b. Contractor's permit or license for use of facilities.
 - 2. Plans for storing construction waste materials to prevent site or environmental pollution, fire hazards, safety hazards to persons and property, and contamination of stored materials.
 - 3. Methods for coverage construction waste materials subject to disintegration, evaporation, odor production, settling, or runoff to prevent polluting Project site, air, water, and soil. Contractor shall comply with the following requirements:
 - a. Clean all materials of wastewater debris and contaminations prior to placing in waste collection or storage containers.
 - b. Use debris chutes with covered tops when transferring waste to containers.
 - c. Store debris in suitable covered containers located where directed by the City and remove from Project site when full.

- d. Provide additional means for storing and transporting clean and uncontaminated debris in accordance with receiving facilities requirements.
 - e. Burning of debris on the site is not permitted.
- 4. Safe separation methods for sorting debris types and materials.
- C. Contractor shall obtain receipts for all delivery of construction waste to receiving facilities and submit results of construction waste disposal including amount of materials diverted from landfill and materials delivered to landfill.
- D. Contractor shall comply with all Local and State codes and regulations for hauling, recycling and disposal of construction waste materials. Complete and submit to the Engineer the Construction & Demolition Materials Management Plan Estimate for Capital Projects located in the Appendix C.
- E. The Contractor must include in the bid all costs for disposal of all construction materials and waste produced as a result of performing the Work described in these Contract Documents.
- F. Recoverable Materials
 - 1. The Contractor must dispose of all recoverable materials in a proper and legal manner. The Contractor must include in the bid all costs for disposal. The City reserves the right to modify its decisions regarding refusal up to the point in time the materials are removed from the site.

2000-21 Project Appearance and Cleanup

- A. The Contractor must keep the site clean, control dust from construction operations, provide sanitation for workers, and control air pollution from construction operations. Broken concrete and debris developed during demolition, clearing and grubbing must be disposed of concurrently with its removal. Broken concrete, debris, and construction materials that remain on the job site overnight will be subject to Liquidated Damages for Failure to Perform as specified in these Special Provisions.
- B. Weeds, trash and debris must be removed from the work site regularly and when directed by the Engineer. Graffiti must be removed within 24-hours of the graffiti appearing and when directed by the Engineer. All graffiti within the project limits must be removed. Contractor must submit method of removal to the Engineer for approval prior to graffiti abatement. Stickers, paint, and other forms of graffiti must also be removed.
- C. Upon completion of the Work and before the final inspection, the Contractor must at the Contractor's own cost satisfactorily dispose of, or cause to be disposed of, all plant, buildings rubbish, waste products, debris, unused materials, concrete forms, and other equipment used during the construction of the improvements. In the event that the Contractor fails to perform this final cleanup, the City may remove and/or dispose of the articles or materials at the Contractor's expense.

2000-22 Differing Conditions

Contractor may not willfully install work as shown on the drawings when it is obvious in the field that obstructions, grade differences or differences in the area dimensions exist that might not have been considered or observed during design. Contractor

must promptly notify the Engineer and the agency having jurisdiction by telephone and in writing upon discovery of, and before disturbing, any physical conditions differing from those represented by approved plans and specifications. In the event this notification is not performed, the Contractor must assume full responsibility for necessary revisions.

2000-23 Final Inspection and Punchlist

- A. Attention is directed to Section 11 "Acceptance of Work" of the General Conditions/Specifications and these Special Provisions.
- B. When the work has been completed, the Engineer will make the final inspection and final project walk-through with the Contractor. The Engineer will create a punch list of deficient items that need to be corrected by the Contractor. The Engineer reserves the right to add items to the project's punch list as deemed necessary. All punch list items must be completed within 5 working days of notice to Contractor. Punch list items must be accounted for in the project construction schedule within the project working days. The Contractor will not be granted additional working days for the completion of the punch list items.

2000-24 Claims between City and Contractor

Attention is directed to Section 12 "Claims between City and Contractor" in the General Conditions-Specifications.

2000-25 Closeout Procedures

- A. Attention is directed to Section 11 "Acceptance of Work" of the General Conditions/Specifications and these Special Provisions.
- B. Contractor must submit closeout submittals upon completion of work, including completion of punch list items, and at least seven (7) days prior to application for final payment, including, but not limited to the following:
 - 1. Evidence of compliance with requirements of governing authorities.
 - 2. Operations and maintenance manuals.
 - 3. Keys, spare parts, remotes and other required devices.
 - 4. Warranties and bonds including an Increase Rider in the amount of final contract.
 - 5. Evidence of payment and release of liens as outlined in conditions of the contract.
 - 6. Release of claims as outlined in conditions of contract.
 - 7. Summary of solid waste disposal and diversion.
 - 8. Certification of final completion.

2000-26 Payment

- A. Full compensation for work, other features, and conforming to the requirements of this Section 2000, "General ", is considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.
- B. Work called for on the plans or required by the specifications, but for which no bid item exists is considered included in the prices paid for the various items of work and no separate payment will be made.

END OF SECTION 2000

SECTION 2001 – MOBILIZATION

2001-01 General Requirements

Mobilization work will include all mobilization, remobilization as needed, demobilization, preparatory and operations work necessary to provide for bonds, insurance, required permits and fees, submittals, shop drawings, project phasing, multiple move-ins and move-outs required to prosecute the work, supervision, coordination and concurrent work with other contractors, meetings, preparing “as-built” plans or record drawings, movement of personnel, equipment, supplies, and incidentals to and from the project site; the establishment of all other facilities necessary for work on the project; for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items of work at the project site; and work and improvements called for or implied by the Contract Documents, which are not included in the other bid items but are required to complete the Work.

2001-02 Permits

- A. Before beginning work, Contractor must confirm with agencies having jurisdiction that Contractor has obtained all necessary permits and licenses and given all notices. The Contractor will be responsible for acquiring, maintaining, meeting requirements, and coordinating work with Ventura County and Caltrans Encroachment Permits.
- B. Contractor must apply for, procure, and pay all charges and fees for all other necessary permits and licenses required to perform the work. Contractor is responsible for obtaining all necessary permits (not provided by City), reviewing the conditions and requirements contained therein, and including the cost of meeting these conditions and requirements in this bid. Contractor shall be responsible for obtaining permit extensions including extensions for three (3) months beyond the baseline completion date. The original permits must be submitted to City and Contractor must maintain a copy of these permits at the job site at all times. All provisions of all project permits (including those provided by City and obtained by Contractor) will apply as though stated in these Specifications. Contractor must follow the more restrictive of the conditions, as determined by the Engineer, if there is a conflict. Any costs incurred due to compliance with these permits must be included in the contract costs. No additional payment will be made for such permits.
- C. Project will not disturb more than one acre of soil, therefore, the State General Construction Permit is not required. However, Contractor must comply with the Ventura County Municipal Stormwater Permit No. CAS004002 and provide a Stormwater Pollution Control Plan (SWPCP) before commencing work in accordance with Section 2003.
- D. Full compensation for conforming to the requirements of this section will be considered as included in the price paid for mobilization.

2001-03 Surveying

No survey work is anticipated to be necessary for this project.

2001-04 Utility Requirements and Potholing

General

Attention is directed to Section 5 “Utilities” of the Standard Specifications (SSPWC), the contract Plans, and these Special Provisions. The Contractor must verify the location, size, and type of all existing utilities prior to construction, and restore utility potholing location with backfill and finished surface to match existing condition. Utilities include, but are not limited to; telephone, electricity, gas, fiber-optic cable, cable television lines, traffic signal systems, communication systems, petroleum lines, water, irrigation systems, storm drains, site drains, process piping, and sanitary sewer.

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

The Contractor must obtain all necessary permits and notify the utility agencies at least 48 hours in advance of excavating around any of their facilities. It is the responsibility of the Contractor to coordinate all phases of construction with the various utility companies involved.

The Contractor must notify Underground Service Alert at 811 at least 48 hours prior to any excavation or construction work. Paint indications for underground utilities must be limited to only those areas to be affected. The Contractor must document USA markings with photographs or video and must provide a copy of the photographs and video to the Engineer. The Contractor must remove any painting marks that remain after the construction is complete as follows:

When placing markings on the pavement or other right-of-way areas to indicate the location of underground facilities, Contractors and/or utility companies are required to use a temporary water based marking chalk with a visibility life not to exceed three (3) weeks. Contractor must arrange for markings to be removed as needed. In the event that a Contractor or utility company uses a non-approved marking material, it will be the responsibility of the Contractor to ensure the complete removal of all pavement markings remaining upon completion of the permitted work. If the Contractor fails to properly and completely remove all pavement markings, the City may affect the removal and deduct from payments due or become due the Contractor for both direct and indirect costs as determined by the Engineer.

Utility Verification

The Contractor must physically locate, verifying horizontal and vertical locations, and map existing underground facilities within the work area that are marked by Underground Service Alert (USA) or visible in the field, as needed. Contractor must protect all such facilities from damage due to construction activities for the duration of the project. In the event any such unknown facilities or substructures should be disturbed or damaged due to the failure of the Contractor's exercising reasonable care, the Contractor must at once make necessary emergency repair at no cost to and to the approval of the owner. In the event the utility owner requires its own forces or approved vendors to perform such repairs, Contractor must coordinate and cooperate with the utility to complete the repairs. All costs for repairs, staff time, direct and indirect costs, and any costs billed by the utility must be borne by the Contractor and costs may be deducted from payments due or to become due the Contractor. Contractor is responsible

for following all applicable rules and regulations concerning work in the vicinity of underground and/or overhead utilities.

All utilities to be protected in place must be carefully uncovered if located within the lines of excavation and time must be allowed for the Engineer to field check the location of such utilities to make certain that they will not interfere with construction. In the event a utility conflict exists, the City will either arrange for utility owner to relocate the utility or adjust grade and/or alignment of the proposed improvement. Contractor must allow sufficient time for this utility work and must adjust Contractor's operation to move to other areas to allow the utility relocation work to occur.

In the event any such facility should be disturbed or damaged, the Contractor must at once make repairs to the satisfaction of the owner, or arrange with the owner to make repairs, at no cost to the City. Any delays or reconstruction of improvements resulting from the Contractor's failure to verify utility locations and depths will be made at the Contractor's expense.

Utility Company Work Requirements

- A. Contractor must coordinate and schedule work with the various utilities. Contractor must be familiar with the utility company requirements, scheduling the work with adequate time in advance of needing utilities relocated, protected, installed or removed. In the event difficulties delay relocation, which in the judgment of the Engineer cannot reasonably be foreseen, and require a delay in Contractor's completion date after all reasonable remedies for keeping contract on schedule have been exhausted by Contractor including, but not limited to flow-charts and critical path scheduling, work simplification, and alternative construction methods, Engineer may allow extra time to the Contractor, but no additional compensation will be allowed.
- B. The Contractor must protect facilities "To Be Relocated By Others," in both original and relocated positions and any damage to such facilities must be immediately repaired to the owner's satisfaction at no cost to the City.

Payment

The cost for coordination with the utility companies, providing work areas for utilities, locating facilities including potholing, protecting utility facilities in place, and conforming to the requirements of this section will be considered as included in the price paid for mobilization.

2001-05 Pre-Construction Job Site Video

Due to the nature of this project, a pre-construction Job site video will be satisfied with the pre-rehabilitation video and inspection reports. Videos shall be high quality and resolution (1080p minimum) and shall be clearly viewed by City. Failure to submit reviewable video will result in rework and suspension of project.

2001-06 Pre-Construction Conference

- A. A pre-construction meeting will be conducted prior to commencement of construction at a time and place designated by the Engineer. Those attending the meeting must include, but not be limited to, the following:
 - 1. The Contractor and superintendent who will be supervising the work for the duration of the project.

2. The City of Camarillo / Camarillo Sanitary City
 3. The Design Engineer
 4. The Construction Engineer
 5. Representatives of affected Utility Companies
- B. Pre-construction conference will not be scheduled until the following has been submitted and approved:
1. Construction Schedule.
 2. Key Personnel, Telephone Numbers, and Emergency Telephone Numbers.
 3. Storm Water Pollution Plan (SWPCP).
 4. Sample video quality.
 5. Sample Inspection reports.
 6. Public Notifications
 7. Project Signs
 8. Baseline Schedule
 9. Confined Space Entry Plan

2001-07 Submittals

In addition to the required submittals and shop drawings of the General Conditions, Standard Specifications, and Special Provisions, the Contractor must submit the following shop drawings and/or submittals in adequate detail, including a list of all deviations from the Contract Documents for each item submitted. The Contractor must submit electronic copies of the following items marked (*) to the Engineer for review at least five (5) working days prior to the Pre-Construction Conference. All other submittals must be submitted in accordance with the submittal procedures listed below. The Engineer will determine if the specifications are being met for all work including but not limited to the following:

General Requirements

- * Key Personnel, Telephone Numbers, and Emergency Telephone Numbers
 - * Project Schedule
 - * Storm Water Pollution Control Plan (SWPCP)
 - * Demolition Waste Recycle Plan/Statement
 - * Bypass Plan
- Certifications and Test Reports
Qualifications Statements
Schedule of Values

Site Work

Safety Plan

Contractor must provide all submittals required by Special Provision sections.

2001-08 Submittal Procedures

- A. Wherever called for in the Contract Documents or where required by the Engineer, the Contractor must furnish to the Engineer for review electronic copies of each submittal. Approved submittals shall be printed, up to four (4) hard copies in a legible format and submitted to the Engineer, a minimum of one week prior to installations. A final electronic file of all approved submittals shall be provided to the Engineer to receive substantial completion.
- B. Each submittal item must include a cover page, be individually and sequentially numbered, and identify the specification section that relates to item being submitted so that approved and rejected submittals can be tracked. Resubmittals must use a numeric or alphabetic identifier to indicate it is a resubmittal.
- C. At the time of each submission, give Engineer specific written notice of each variation that the submittal may have from the requirements of the Contract Documents. If a variation is identified that was not brought to the attention of the Engineer, correction will be at the Contractor's expense.
- D. The Engineer will have a minimum of ten (10) working days to review each submittal except where specified differently in these Special Provisions. It is the responsibility of the Contractor to organize submittals in order of importance and need.
- E. Submittal review designations will be as follows:
 - 1. Approved; As Submitted: Resubmittal not required. Submittal is accepted with no exceptions.
 - 2. Approved; Make Corrections Noted: Resubmittal not required. Submittal is accepted with the exceptions or corrections noted.
 - 3. Revise and Resubmit for Review: Resubmittal is required. Submittal is not accepted. Resubmittal must include correction to omissions or unacceptable items as identified by Engineer.
 - 4. Rejected and Resubmit for Review: Resubmittal is required. Submittal includes significant omissions or unacceptable items and does not satisfy the Contract Document requirements.
 - 5. Accepted for Information Only: Resubmittal is not required. Submittal is accepted by Engineer for information only.
- F. Submittals must be clearly identified and where multiple items are shown on a shop drawing, items being identified as submittals must be marked. Extraneous information should not be included in submittals. Only one submittal will be reviewed for an item and Contractor may not submit multiple shop drawings from multiple vendors for the same item.
- G. Engineer's review will be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents, not extending to means, methods, techniques, sequences, or procedures of construction (except where indicated or required by the Contract Documents) nor to safety precautions or programs incident thereto. Submittals processed by Engineer do not become Contract Documents and are not Change Orders.
- H. Delays caused by the need for re-submittal or replace unaccepted "or equal" items will not constitute a basis for claim.

- I. In the event that an item is called for by a specific product or trade name, Contractor will have 35 days after the award of the Contract for submission of cost and quality data substantiating a request for a substitution of "an equal" item. In the event Contractor furnishes any "or equal" material more expensive than that specified in the bid form, the difference in cost of such material so furnished will be borne by Contractor under Public Contract Code section 3400. If the "or equal" material cost is less expensive than that specified, the difference in cost shall be returned as a credit.

"Or equal" products may be accepted by the Engineer upon submittal of the following information:

1. Cost of specified product versus "or equal" product, with total credit amount
 2. Product Data Design Criteria
 3. Physical Properties Limitations of Process
 4. Material Specifications List of Previous Projects
 5. Installation Specifications Size of Completed Projects
 6. Testing Methods List of Current Projects
 7. Third Party Test Data
 8. Size of Current Projects
 9. References (All references must include current names and telephone numbers).
 10. List of all deviations from the specifications or referenced product or materials.
 11. Additional testing may be required, and all costs for testing will be borne by Contractor.
- J. City reserves the right to modify the procedures and requirements for submittals, as necessary to accomplish the specific purpose of each submittal. Direct inquiries regarding the procedure, purpose, or extent of any submittal to the Engineer.
- K. Repetitive Review
1. Shop drawings and other submittals will be reviewed no more than twice at the City's expense. All subsequent reviews will be performed at times convenient to the Engineer and at the Contractor's expense, including but not limited to consultant costs, staff charges, overhead, and other related expenses. Contractor shall reimburse the City for such costs, and City may deduct these costs from amounts due or to become due the Contractor. Submittals are required until approved.
 2. Any need for more than one resubmission, or any other delay in obtaining Engineer's review of submittals, will not entitle Contractor to extension of the Contract Time.

2001-9 Construction As Built Drawings

- A. The Contractor must maintain a complete and accurate record of all changes of construction from that described in these specifications for providing a basis for construction as built drawings. These drawings must be maintained on-site during the course of construction and updated monthly, at minimum. Construction as-built drawings may include but is not limited to markups to the Exhibits provided in the Appendices of the Contract Documents.

- B. The Contractor must use a job set of contract drawings, clearly labeled "Construction As Built Drawings," to record all changes in construction. Completely, accurately, and legibly mark the job set of as-built drawings in red ink to record actual construction. Use additional copies of prints, if necessary, to ensure legible recording of data and date all entries. Call attention to the entry by drawing a "cloud" around the area affected. In case of overlapping changes, use different colors for each change. Maintain consistent color coding throughout the drawings.
- C. The Contractor must submit a copy (11x17 or full size) of the updated construction as-built drawings in progress with each progress payment to document the status of the drawings. Progress payments may not be processed until acceptable drawings are submitted. The Contractor must submit a complete set of original construction as built drawings to the City Engineer 10 days after final inspection along with a letter declaring that other than these noted changes on the as built drawings, "the Project was constructed in conformance with the Contract Documents." Each plan sheet must be marked "As Built" and signed by the Contractor. The Contractor must provide this set of as built drawing and letter prior to processing of the final pay estimate.
- D. Full compensation for recording construction changes and furnishing the Construction As Built Drawings is considered included in the prices paid for the various bid items of work and no additional compensation will be allowed.

2001-10 Construction Facilities and Temporary Controls

A. CONSTRUCTION WATER

- 1. Develop sources of water supply or obtain water from private sources. Payment for costs connected with utilization of the source shall be made by the Contractor. Water shall be clean and free from objectionable deleterious amounts of acids, alkalis, salts, or organic materials.
- 2. Include the cost of construction water in the appropriate bid item to which it is appurtenant. The cost shall include full compensation for furnishing all labor, materials, tools, and equipment necessary to develop a sufficient water supply and furnishing the necessary equipment for applying the water as described in these specifications, including but not limited to site cleaning, maintenance, preparation, and other construction use.
- 3. Contractor has the option to pay for a temporary fire hydrant water meter from Camarillo Water Department through the utility billing counter at City Hall. One week advanced notice is required for set up or moving of the temporary meter.

B. ELECTRICAL POWER

- 1. Provide portable power for the construction of the project. The cost of power shall be included in the appropriate bid items to which it is appurtenant and shall include full compensation for furnishing all labor, materials, tools, and equipment required to obtain and distribute power for construction purposes.

C. TEMPORARY SANITARY FACILITIES

- 1. The Contractor shall provide the required sanitary facilities for the entire duration of the project. Use of public or existing sanitary facilities is not permitted.

D. TRAFFIC CONTROL

1. The Contractor shall regulate traffic per the General Specifications and Section 2002

E. FIRE DANGER

1. Minimize fire danger in the vicinity of and adjacent to the construction site. Provide labor and equipment to protect the surrounding private property from fire damage resulting from construction operations. Keep a fire extinguisher onsite.

F. STAGING AREA

1. The Contractor shall arrange for their own storage and staging areas. Copies of agreements made for use of private property for staging purposes shall be submitted to the City for their records.
2. Confine the work and equipment access to within the public right-of-way and City easements. Overnight storage of equipment and materials in the right-of-way and easements shall not occur without written approval from the City.

G. ACCESS

1. Maintain emergency vehicle access routes at all times.
2. Prevent unauthorized entry into the construction area.

H. EXISTING IMPROVEMENTS

1. Protect existing improvements, trees, and landscaping in place. The Contractor shall repair any damages in kind. Restore the project area to the original condition prior to demobilization.

2001-11 Measurement and Payment

Refer to Section 02004.

END OF SECTION 2001

SECTION 2002 – TRAFFIC CONTROL, PARKING RESTRICTIONS AND SIGNAGE

2002-1 General

- A. Traffic control must be coordinated to minimize inconvenience and maximize safety of the public during the construction period. Traffic control must be installed and in accordance with the California Manual on Uniform Traffic Control Devices (CMUTCD), Part 6 of the Standard Specifications and these Special Provisions. Traffic includes vehicles, bicycles, pedestrians and other modes of transportation.
- B. All arterial streets (four or more lanes) traffic control must be performed by a sub-contracted company specializing in traffic control for street work possessing a C-31 License issued by the Contractor's State License Board of the State of California.
- C. Personal vehicles of the Contractor's employees may not be parked on the traveled way or shoulders of the construction zone, including any section closed to public traffic. Employees' personal vehicles may be parked on adjacent streets within the legal parking areas.
- D. No parking signs must be submitted and approved by the engineer and traffic engineer prior to start of work. No parking signs shall be implemented on streets to allow the contractor sufficient space to accommodate the work and allow for public safety. No parking signs shall be furnished by the contractor as required by the Engineer and the City's representatives at no additional cost to the City.
- E. Signs shall be posted and maintained by the Contractor for a period of 72 hours prior to the restrictions becoming effective. Streets which have time restricted parking shall be posted and maintained for 72 hours prior to the restrictions becoming effective. The Contractor shall promptly reset or replace all missing, damaged or defective signs. Upon completion of the work, all signs, stakes, and barricades shall be promptly and completely removed and disposed by the Contractor.
- F. Signs shall be mounted such that the wording "NO PARKING" is at an elevation at least three feet and not more than seven feet above the adjacent street or gutter flowline. Signs may be tied with string to trees and utility poles, taped to existing sign poles, or mounted to stakes, delineators, cones with sign holders, or barricades provided by the Contractor. The signs shall be placed as needed to control the parking of cars within the construction zone; and in no case shall they be placed at intervals more than 75 feet apart, along each side of the roadway. No Parking Signs shall be placed in intervals of no more than 50 feet apart on each side of the street. Where parking exists in between driveways, no parking signs shall be placed in those locations.
- G. "NO PARKING" signs posted by the Contractor shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background colors shall be red and white and letters shall be printed in white and red water-resistant ink except that day, date, time of restriction and date posted may be printed in black water-resistant ink. The signs shall be printed with the words "Tow Away," "No Driving" and "No Parking" with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, date, and time of the particular restriction shall be printed below the above mentioned wording in characters of not less than 2.0 inches in height and 0.4 inches in stroke width. The day of the week shall be written

out or properly abbreviated with three or four letters; date or dates of restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign. Each sign shall list the name and local phone number of the Contractor in letters of not less than 0.75 inch in height; the Contractor shall staff such phone lines to answer all phone inquiries by the public between the hours of 7 a.m. and 6 p.m. on working days.

If schedule changes, Contractor shall immediately remove or modify incorrect signage to indicate correct date of work. Reposting of "No Parking" restriction shall be no fewer than 72 hours before the restriction becoming effective.

- H. Contractor must allow access to emergency vehicles at all times.
- I. When traffic cones or delineators are used to delineate a temporary edge of traveled way, the line of cones or delineators will be considered to be the edge of traveled way. However, the Contractor may not reduce the width of an existing lane to less than ten (10) feet without advanced written approval from the Engineer.
- J. The Contractor must furnish and post signage with ample warning, where necessary, to inform the public about closures or restrictions on streets and at parking area entrances. Four (4) changeable message signs (CMS) are required for this project. All CMS must be locked and password protected.
- K. Except as otherwise provided, the full width of the traveled way must be open for use by public traffic on Saturdays, Sundays, and designated legal holidays and when construction operations are not actively in progress.
- L. Contractor must minimize the amount of time that traffic signals are not fully operational. Phase and coordinate work such that signals are without detection for only the minimum amount of time.
- M. If a traffic loop is damaged, the Contractor must notify the Engineer immediately. Any traffic loop that is damaged or disconnected prematurely must be replaced within 48 hours of being damaged or disconnected at the Contractor's expense.

If any component in the traffic control system is damaged, displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor must immediately repair the component to its original condition, or replace such component and return it to its original location. Failure by the Contractor to continuously maintain the approved traffic control devices must be sufficient cause for the Engineer to stop all work protected by or associated with such traffic control devices.
- N. Upon completion of the work in an area requiring traffic control, all components of the traffic control system must be removed from the site of the work.
- O. The Contractor is be fully responsible for maintaining all traffic control during the construction period and must furnish all traffic control equipment, signs, and barricades necessary to meet the requirements of these specifications, the direction of the Engineer and required to complete the project.
- P. Contractor must install, test and maintain in operation "Vehicle Video Detection" (if applicable) prior to damaging or disconnecting any traffic loops.

2002-02 Traffic Control Plan and Requirements

- A. Two weeks prior to start of construction the Contractor must submit to the Engineer for approval a detailed plan for traffic control and signal coordination (when required) during the various construction operations.
- B. The Traffic Control Plan must show all required barricading, flagman, signage, tapers, and traffic routing as may be required to maintain traffic circulation through, and in the vicinity of construction operations. The plan must show in detail how traffic will be routed through and around the construction site, including traffic from cross streets, alleys, and private drives. The plan must also show the location of signs that will provide advance warning to through traffic of street closure. The Traffic Control Plan must be prepared in accordance with the CMUTCD.
- C. No construction operations may commence without prior review and approval of the Traffic Control Plan by the City Public Works Department and the Engineer. If the Traffic Control Plan requires Repetitive Review, each subsequent submittal of the Traffic Control Plan shall be signed and sealed by a Traffic Engineer experienced with Construction Work Zone Traffic Control, with current Registration in California.
- D. The Engineer may require field alterations of the Traffic Control Plan as necessary to provide for the safety and convenience of public traffic. The Contractor must place, relocate or remove components of the traffic control system when directed by the Engineer, at no additional cost. Failure to comply with the approved Traffic Control Plan and any direction of the Engineer will be grounds for immediate suspension of the construction operation until the Contractor makes such changes. If the Contractor fails to make required changes in the timeframe required, the Engineer may arrange for changes to the traffic control to be made by others and the cost to make such changes will be deducted from amounts due or to become due the Contractor.
- E. As an integral part of the Traffic Control Plan, the Contractor must designate one person as Traffic Lead for traffic control. That person must be on the job site and available to the Engineer at all times during construction and for the duration of the project. The Traffic Lead must be in possession of a cellular phone at all times and the cellular number must be provided to Engineer to allow for communication at any time (24-hours per day). The Traffic Lead will be responsible for the proper placement and operation of all traffic control components and have available sufficient additional traffic control equipment in order to quickly execute any field changes as required for the safety of the public or as directed by the Engineer for the convenience of public traffic. The Traffic Lead must know and understand the CMUTCD. The Traffic Lead must have adequate personnel (a minimum of two) and other resources to promptly place and remove any traffic control components as required for the safety of the public or as directed by the Engineer.
- F. Pedestrian access must be maintained at all times to all business, residences and buildings adjacent to Construction. The Contractor must, at minimum, provide pedestrian access on one side of the roadway with proper warnings and detours, and only when permitted by the Traffic Control Plan and approved by the Engineer. Under no circumstances may pedestrian access be restricted on both sides of a street simultaneously.

- G. The Traffic Control Plan must be designed to handle traffic safely 24 hours per day, seven days per week for the duration of the Work. Traffic deviations, restrictions, detours, and roadway closure must be coordinated with Police and Fire authorities a minimum of 24 hours in advance of implementation.
- H. Contractor must maintain traffic circulation at all times. Adequate flagging to accommodate public traffic will be required; a minimum of two flaggers will be required at all times. Flaggers must be equipped in accordance with the Caltrans publication "Instruction to Flaggers;" each flagger must carry a Stop/Slow paddle at all times. Radios are required if distance between flaggers exceeds 200' or the distance eliminates line of sight. All costs for flaggers must be included in the contract item bid for Traffic Control.
- I. Lanes may only be closed upon approval on the Engineer and with an approved Traffic Control Plan. Sufficient arrow boards, Changeable Message Signs and sufficient traffic control will be required. Lanes may only be closed when work is in progress and restrictions may only be in effect for the minimum amount of time necessary to perform the Work, as determined by the Engineer. Lane restriction near intersections shall be minimized and turn pockets shall be returned to operation as soon as practicable and as directed by the Engineer.
- J. Traffic restrictions may only be in place when work is in progress and traffic restrictions shall be removed as soon as practicable. Street closures are to be avoided. Street closures require discretionary approval by the City Council and require significant justification and processing time and are typically not approved.

2002-03 Construction Signage

- A. Construction area signs must be furnished, installed, maintained, and removed when no longer required in accordance with the provisions of the CMUTCD, the traffic control plan as approved by the Engineer, and these Special Provisions.
- B. Work must be performed in accordance with Sections 21400 and 21401 of the California Vehicle Code and its requirements for uniform traffic signs.
- C. The base material of construction area signs must be steel or aluminum; no plywood or cardboard signs will be allowed. Signs must be full size; reduced size signs may not be used.

2002-04 Street Work Requirements

- A. Street surfaces must be restored and cleared of traffic control for the safe flow of traffic no later than 4:00 p.m. or the time listed in the Summary of Quantities, plans, these special provisions, or the time specified by the Engineer, whichever is more restrictive.

2002-05 Temporary Pavement Markings

- A. Wherever the Contractor's operations obliterate pavement delineation, (pavement delineation includes lane lines, stop bars, legends, symbols, crosswalks and school crosswalks; either pavement markers or painted lane lines, or both, parking lot legends, stall striping, and any other delineation), such pavement delineation must be replaced at the Contractor's expense by either permanent or temporary delineation, as required, before opening the traveled way to public traffic. Reflective

traffic line tape or tabs must be applied in accordance with the manufacturer's instructions. Temporary delineation must be the same color as the permanent delineation. Tape or tabs can only be used for temporary lane lines, or they can be painted at the Contractor's option, prior to the opening of traffic lanes.

- B. A minimum of 3-working days prior to the planned date for placing painted temporary or permanent striping and marking, Contractor must request the Engineer approve the "cat-tracking."

2002-06 Measurement and Payment

Unless otherwise indicated, all work for traffic control including the work identified in this section must be included and incidental to the respective item of work. The work must include full compensation for furnishing stamped traffic control plans and modifications to get plans approved by approving agency, permits, permit coordination, all labor including flagging costs, night work traffic control, night work lighting, materials (including signs, barricades, delineators, CMS, and other warning devices, no parking signs), tools, equipment, and incidentals, for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the Traffic Control System, postings, notifications, land closures, temporary pavement delineation, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

END OF SECTION 2002

SECTION 2003 – STORMWATER POLLUTION CONTROL PROGRAM

2003-1 GENERAL

- A. The Contractor shall prepare and maintain a Stormwater Pollution Control Plan (SWPCP) on the form provided by the City, included in this specification, which describes in specific detail the Contractor's program to prevent contamination of the stormwater collection system. Contractor shall implement, maintain, inspect and remove all erosion and sediment controls identified in the SWPCP. The program shall address both common construction activities and extraordinary events.
- B. Contractor shall include water pollution control drawings (WPCD) in the SWPCP to illustrate the locations, applications and deployment of best management practices (BMPs) identified in the SWPCP. The WPCDs shall be included as an attachment to the SWPCP. Sample WPCDs can be obtained from the California Stormwater Quality Association (CASQA) Construction BMP Handbook. The SWPCP shall also comply with the Regional Los Angeles and Ventura Counties Municipal Separate Storm Sewer System (MS4) Permit (Order No. R4-2021-0105, Permit No. CAS004004). A copy of the permit is available for review from the City of Camarillo Stormwater Program Manager; phone 805-383-5659.
- C. The Contractor shall comply with laws, rules, and regulations of the State of California and agencies of the United States Government prohibiting the pollution of lakes, wetlands, streams, or river waters from the dumping of contaminants, refuse, rubbish or debris.
- D. The Contractor shall submit three (3) copies of the SWPCP a minimum of 10 working days prior to beginning construction. **Construction shall not begin until the SWPCP is approved.** Contractor shall update the SWPCP as necessary during the work to prevent contamination of the stormwater collection system. At completion of construction, contractor shall provide City with site copy of the SWPCP, including all required inspection and training reports.
- E. Before start of work, Contractor shall train all employees and subcontractors on the SWPCP and related WPCD and provide City with written documentation of said training.
- F. Suggested BMPs can be obtained from the following sources:
 - a. Ventura County Municipal Separate Storm Sewer System Permit/Order 2010-0108 and the Regional Los Angeles and Ventura Counties MS4 Permit/Order R4-2021-0105 available at Los Angeles Regional Water Quality Control Board web site at https://www.swrcb.ca.gov/rwqcb4/water_issues/programs/stormwater/municipal/index.shtml
 - b. California Stormwater BMP Handbooks for Construction or Municipal Activities www.cabmphandbooks.com
 - c. Ventura Countywide Stormwater Quality Management Program www.vcstormwater.org
 - d. Caltrans' Stormwater Quality Handbooks <https://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm>

2003-2 CONSTRUCTION

- A. The Contractor shall keep a copy of the SWPCP on the job site. The Contractor shall provide continuously at the jobsite all of the tools, equipment, and materials necessary to implement the SWPCP at all times from project initiation through completion, including any punchlist or warranty work on the project.
- B. At a minimum the following requirements should be met as applicable, to the maximum extent practicable, at construction sites regardless of size:
 - a. **Storm Drain System Protection** – At the first order of work, the Contractor shall protect the existing storm drain system from entrance of construction debris and pollutants. Such protection shall include implementing the BMPs as outlined in the SWPCP. Protection shall prohibit the discharge of untreated runoff from temporary or permanent street maintenance/landscape maintenance material and waste storage areas from entering the storm drain system. Sediment that is generated on the project site shall be retained using structural drainage controls. In addition, the protection system shall have a minimum of three features: 1) a particulate filter of geosynthetic material securely fastened in place such that it cannot be bypassed without significant physical damage; 2) a prefilter for the particulate filter; and 3) on-hand materials to close off the inlet or opening in the case of a significant pollution spill. Contractor shall monitor and maintain all storm drain inlet protection devices during rain events to prevent flooding. All curb inlet BMP devices shall be fabricated “L” or “Z” shaped reusable type with high flow bypass and have gravel bags.
 - b. **Material Management & Storage** – No construction-related materials, wastes, spills or residues shall be discharged from the project site to streets, drainage facilities or adjacent properties by wind or runoff. All materials and/or equipment storage areas where liquid construction materials are placed shall be protected by a physical barrier capable of containing the entire volume of stored liquid materials. During active construction activities, portions of the barrier may be removed for access. However, the barrier materials must be readily accessible for replacement by onsite construction personnel. The barrier must be in place at all times during the absence of Contractor personnel at the storage site. Building materials should be placed on pallets and covered in event of rain. Do not store materials in the street or gutter area.
 - c. **Equipment & Vehicle Maintenance** – Non-stormwater runoff from equipment and vehicle washing and any other activity shall be contained at the project site and shall not be allowed to discharge from the project site to streets, drainage facilities or adjacent properties by wind or runoff. The Contractor shall inspect vehicles and equipment on each day of use. Leaks shall be repaired off-site if possible. If necessary to repair on site, the runoff must be contained or the problem vehicle or equipment shall be removed from the project site until repaired. If necessary, drip pans should be placed under the vehicles or equipment while not in use to catch and/or contain drips and leaks.

- d. **Soil Erosion Control** – Erosion from slopes and channels will be significantly reduced by implementing BMPs, including but not limited to, minimizing grading activities during the wet season, inspecting graded areas during rain events, planting and maintaining vegetation on slopes or other erosion controls such as hydraulic mulch, hydroseeding, soil binders, and straw mulch, or covering slopes susceptible to erosion with geotextiles and mats.
- e. **Spill Prevention & Cleanup Plan** - Contractor shall have a spill prevention plan and spill cleanup materials readily available and addressed in the SWPCP. Spills shall be cleaned up immediately using dry methods if possible. Spill cleanup material shall be properly disposed of. Refer to SC-11 Spill Prevention BMP from the California Stormwater BMP Handbook for Municipal Activities. Contractor shall keep a record of any spills in the inspection log. In addition, at the end of the project, the Contractor must certify that all contaminated materials have been properly disposed in accordance with the SWPCP.
- f. **Asphalt, Concrete, Road Reconstruction, Roadbed or Street Paving, Repaving, Patching, Digouts, or Resurfacing Roadbed Surfaces, & Related Activities** – Contractor shall implement the following BMPs:
 - 1. Restrict paving/repaving activity to exclude periods of rainfall or predicted rainfall unless required by emergency conditions.
 - 2. Install gravel bags and filter fabric at all susceptible storm drain inlets and at manholes to prevent spills of paving products and tack coat. Filter fabric must be fabricated “L” or “Z” shaped reusable type with high flow bypass.
 - 3. Prevent the discharge of release agents including soybean oil, other oils, or diesel to the storm drain system or receiving waters.
 - 4. Prevent non-stormwater runoff from water use for the roller and for evaporative cooling of the asphalt.
 - 5. Clean equipment over absorbent pads, drip pans, plastic sheeting or other material to capture all spillage and dispose of properly.
 - 6. Collect liquid waste in a container, with a secure lid, for transport to a maintenance facility to be reused, recycled or disposed of properly.
 - 7. Collect solid waste by vacuuming or sweeping and securing in an appropriate container for transport to a maintenance facility to be reused, recycled, or disposed of properly.
 - 8. Cover the cold mix, asphalt, materials (i.e., pre-mixed aggregate and asphalt binder) with protective sheeting during a rainstorm.
 - 9. Cover loads with tarp before haul-off to a storage site, and do not overload trucks.
 - 10. Minimized airborne dust by using water spray during grinding.
 - 11. Avoid stockpiling soil, sand, sediment, asphalt material and asphalt grinding material or rubble in or near storm water drainage systems or receiving waters.
 - 12. Protect stockpiles with a cover or sediment barriers during a rain event.

- g. **Sidewalk Washing** – The following methods should be utilized to prevent discharge of sidewalk cleaning wastewater into the storm drain system:
1. Sweep and remove trash, debris, and free standing oil/grease spills/leaks (use absorbent material if necessary) from all areas to be cleaned before using water.
 2. Manually scrape gum from sidewalks and other surfaces.
 3. Must use high pressure, low volume spray using only potable water with no cleaning agents at an average usage of 0.006 gallons per square foot of surface area to be rinsed.
 4. Use a wet/dry vacuum to collect wash water for disposal. Large volumes of wash water may require the use of a small sump pump to remove wash water from the job site.
 5. One or more of the following methods are recommended to prevent pollutants from entering the storm drain system:
 - Sandbags can be used to create a barrier around storm drains. *
 - Rubber mats or plugs can be used to seal drain openings. *
 - Temporary berms or containment pads help keep water on site. *
 - Use berms of sandbags to direct wash water to landscaping. *
 - Use large squeegees to accumulate sheet flow for collection.

*Remember to remove plugs, berms, and sandbags or you may be liable for possible flooding.
 6. Wash water that may contain hazardous waste such as oil-saturated absorbents, water with lead or other heavy metals from oxidized paint, and solvent cleaners requires special treatment and must be disposed of through a hazardous waste facility.
- h. **Employee BMP Training** – Contractor shall train employees and subcontractors on BMP implementation, general good housekeeping, and proper spill containment and cleanup. Before start of work, Contractor shall provide City with written documentation of training and keep all documentation in the SWPCP.
- i. **Inspection** – The Contractor shall inspect all pollution control BMPs per schedule below. Contractor shall forward electronic copies of inspection reports to City Stormwater Program Manager by the end of the week that inspection took place. The Contractor should also repair/replace any damaged BMP or clogged element on a daily basis. The Contractor shall keep a monitoring inspection log of each inspection in the SWPCP. Minimum inspection frequency:
1. Once per month during the non-rainy season (April 16 – September 30)
 2. Once per week during the rainy season (Oct. 1 – April 15)
 3. Before, during and after a major rain event, the area shall be inspected at a minimum twice per day, seven days per week, whether or not any work has been performed. The daily checks shall be between 6 and 9 am and 4 and 8 pm.

- j. **Dewatering** – Avoid dewatering discharges where possible by using the water for dust control, infiltration, etc. If necessary to dewater, Contractor shall obtain a permit from the Los Angeles Regional Water Quality Control Board. Contractor shall be responsible for all costs related to implementing the dewatering permit. For further instruction refer to the California Construction Handbook – BMP NS-2.
- k. **Removal of Accumulated Rainwater** – The Contractor shall follow the City Camarillo Guidelines for Removal of Rainwater that has accumulated on the job site. The preferred method is to filter the rainwater into a water truck for use in dust control or irrigation. If it is necessary to remove rainwater from the site to the street, gutter or storm drainage system, Contractor shall use BMPs to insure that the water does not exceed 100 mg/l of Total Suspended Solids and no other construction waste is present in the water to be discharged before discharging to drainage facilities.
- l. **High Risk Sites - Hillside or Construction Discharging Directly to Sediment Impaired Waterbody** – Contractor shall implement enhanced BMPs on sites located on hillsides (slopes that are 20 percent or greater) or that discharge directly to Conejo Creek, Calleguas Creek, or Revolon Slough/Beardsley Wash. For a list of enhanced BMPs see Table 9 in Part 4.F.4 in the Ventura County Municipal Stormwater Permit (Order No. 2010-0108) available at:
http://www.swrcb.ca.gov/rwqcb4/water_issues/programs/stormwater/municipal/index.shtml. In addition to enhanced BMPs, these type of “high risk” sites must be inspected by a qualified SWPPP Practitioner or Developer (QSP or QSD) at least weekly during the wet season and once each 24 hour period during a storm event that generates runoff from the site to identify BMPs that need maintenance to operate effectively, that have failed or could fail to operate as intended.

2003-3 PAYMENT

- A. The Contractor shall be paid for work of preparing, implementing, inspecting, maintaining, and removing the SWPCP on a lump sum basis as enumerated in the Bid Schedule for the Stormwater Pollution Control Program. In addition, failure to perform and document the required daily inspections shall result in a daily liquidated damage of \$250/calendar day. This liquidated damage shall be in addition to any other liquidated damage. The imposition of the penalty shall not relieve the Contractor of any obligations of these project requirements.
- B. Payment for the work involved under the bid item for the Stormwater Pollution Control Program may be made on a partial payment system based on the completion of the following stages of work:

<u>Work Description</u>	<u>Payment</u>
Develop Plan	10% of Bid Price
Initial Plan Implementation	10% of Bid Price
Inspection & Maintenance of SWPCP	70% of Bid Price (will be paid incrementally over the life of the project)
Removal of BMPs at Completion	10% of Bid Price

- C. Payment for the SWPCP shall include all the labor, materials, equipment, and incidentals for preparing, maintaining, and updating a SWPCP and complying with all provisions including maintenance and updating of BMPs throughout construction, as specified herein.
- D. Fines and penalties from regulatory agencies levied against the City as a result of the Contractor's work, including actions or inactions shall be the responsibility of the Contractor and may be deducted from payments due or to become due the Contractor.

END OF SECTION 2003

SECTION 2004 – MEASUREMENT AND PAYMENT

2004-1 General

- A. Measurement will be in accordance with Standard Specification unless otherwise specified.

Bid Item List Abbreviations

Abbreviation	Meaning
CF	cubic foot
CY	cubic yard
EA	each
(F)	final pay item
GAL	gallon
HR	hour
LB	pound
LF	linear foot
LS	lump sum
SF	square foot
SY	square yard
TN	2,000 pounds

- B. When an item of work is designated as (F) in the bid schedule, then the item shall be a final pay item for payment purposes only. For a final pay item, payment shall be based on the quantity shown in the bid schedule for that item, regardless of the actual quantity used, unless the item quantity is changed by the Engineer.
- C. When an item of work is designated as a lump-sum (LS) in the Bid Schedule, payment shall include full compensation for furnishing the labor, materials, tools, and equipment and doing all appurtenant work involved to complete the work included in the contract documents.
- D. When an item of work is designated as a unit cost the Bid Schedule, payment shall be based on unit cost per item multiplied by the verified quantity that was installed. Payment shall include full compensation for furnishing the labor, materials, tools, and equipment and doing all appurtenant the work involved to complete the work included in the contract documents.
- E. The Contractor shall receive payment based on their submitted Application for Payment. The application for payment will be submitted to the Engineer for review and approval payment. Each specific item that is requesting compensation for work completed shall be based on the percentage completed or quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.
- F. The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the Bid Schedule, include the cost for that work in some related bid item so that the Proposal for the project reflects the total cost for completing the work in its entirety.

2004-2 Payment

A. Payment

- a. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of work as specified and shown in the Contract Documents, including all appurtenances thereto complete and in place, and including all costs of compliance with the regulations of public agencies having jurisdiction.

2004-3 Bid Item Descriptions

A. Mobilization – Bid Item 1

Measurement and payment for Mobilization shall be made at the contracted Lump Sum price. The price shall be considered full compensation for the furnishing of all materials and for all labor, equipment, tools, and all incidentals necessary to complete all aspects of the work as described in Section 2001. A 25% payment of the lump sum total will be paid with the first progress payment and the remaining 75% will be paid incrementally over the life of the Contract where these subsequent payments will be based on the percentage of the Contract Time completed to date.

B. Stormwater Pollution Control Plan (SWPCP) – Bid Item 2

Payment for this bid item shall be on a percent complete basis of the contracted Lump Sum price. Full compensation for preparation of the SWPCP, including all labor, materials, tools, equipment, installation and maintenance of BMPS, best management practices, monitoring, inspection, reporting, correction of deficiencies, incidentals and conforming to all application provisions of the General Specifications and these contract documents and the requirements of the City shall be considered as included in the lump sum price for this Bid Item, complete and in place as described in Section 2003 and no additional compensation will be allowed therefor.

Fines and penalties from regulatory agencies levied against the City as a result of the Contractor's work, including action or inactions shall be the responsibility of the Contractor and may be deducted from payments due or to become due to the Contractor.

C. Measurement and Dimension Verification – Bid Item 3

Measurement and payment for Measurement and Dimension Verification shall be made at the percentage Lump Sum price. The price shall be considered full compensation for the furnishing of all materials and for all labor, equipment, tools, and all incidentals necessary to compare and confirm that the new covers, cutouts, and enclosures will fit properly and to complete all aspects of the work as described in Section 2000.

D. Demolition – Bid Item 4

Measurement and payment for Demolition shall be made at the percentage Lump Sum price. The price shall be considered full compensation for the furnishing of all materials and for all labor, equipment, tools, and all incidentals necessary for the demolition, salvage, removal, and disposal of the items shown and indicated in the

Contract Documents and necessary to complete all aspects of the work as described in Section 2000.

E. WWR Unit Cover Installation – Bid Item 5

Measurement and payment for WWR Unit Cover Installation shall be made at the percentage Lump Sum price. The price shall be considered full compensation for the furnishing of all materials and for all labor, equipment, tools, and services necessary for procurement, furnishing, delivery, modification, and installation of the structural support beams and framing, aluminum deck covering, fabricated enclosures, new handrail connections, new kickplate, salvaged handrails, and all appurtenant work as indicated in the Contract Documents to provide a fully functional cover to prevent stormwater from entering the Wash Water Recovery unit and necessary to complete all aspects of the work as described in Section 2000.

2004-4 Lump Sum Bid Items

Prior to approval of the first payment application, the Contractor must submit and receive approval of the Schedule of Values breakdown for all lump sum bid items. The breakdown of items must be submitted to the Engineer for review and approval of the level of detail and accuracy. An approved Schedule of Values is required for each progress payment request and the progress payment. The Schedule of Values will be used as a basis for determining appropriate monthly progress payment amounts for lump sum bid items. The Schedule of Values must equal, in total, the lump sum bid item cost and be in such form and sufficiently detailed to satisfy the Engineer that it correctly represents a reasonable apportionment of the lump sum.

2004-5 Work Not Listed In The Schedule Of Work Items

The General Provisions and items in the Special Provisions, general requirements, and specifications which are not listed in the schedule of work items of the Bid Schedule are, in general, applicable to more than one listed work item, and no separate work item is provided therefor. Include the cost of work not listed but necessary to complete the project designated in the contract documents in the various listed work items of the Bid Schedule.

The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the Bid Schedule, include the cost for that work in some related bid item so that the Proposal for the project reflects the total cost for completing the work in its entirety.

Work called for on the Plans or required by the Contract Documents, but for which no bid item exists is considered included in the prices paid for the various items of work and no separate payment will be made.

2004-6 Changes in Work

Attention is directed to Section 2-6 "Changes Requested by the Contractor," Section 2-7 "Changes Initiated by the Agency," and Section 7-4 "Payment for Extra Work" of the Standard Specifications and these Special Provisions.

The City will issue a Contract Change Order (CCO) if a change to the Total Contract Price or Contract Time is necessary. The Contractor will not be entitled to any adjustments in either Contract Time or Total Contract Price for changes performed

without written direction from the City. Adjustments in Contract Time or Total Contract Price for changes performed will not be made until a Contract Change Order is approved. The labor rates paid for time and material work will not be higher than the applicable prevailing wage rate for the worker classifications required for the work. The Contractor shall prepare a time impact justification for consideration for any adjustments in Contract Time. The time impact justification accepted by the City will be used to adjust the Contract Time in the CCO.

If the Contractor requests an extension of time as a part of a contract change order, Contractor must provide a revised construction schedule and written justification for the extension of time, at the time of Contractor's request for the change order. The justification must include an analysis for the time requested, showing how the change affects the critical path/controlling item of work and must be provided to the Engineer in editable electronic format compatible with MS Project, in addition to a legible hardcopy.

7-3.5.2 Increases of More Than 25 Percent. *Should the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications, exceed the Bid quantity by more than 25 percent, payment for the quantity in excess of 125 percent of the Bid quantity will be made on the basis of Contract Unit Price mutually agreed to by the Contractor and the Agency.*

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

7-3.5.3 Decreases of More Than 25 Percent. *The City, at its sole discretion, may decrease the quantities of the items of work to be completed under this contract. In such an event, payment will be made based upon the decrease in quantity at the Contract Unit Price, except for Major Bid Items as described below.*

A Major Bid Item is defined as a single Contract item constituting 10% or more of the original Contract Price. In the case of a decrease in a Major Bid Item, the following will apply:

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

2004-7 Extra Work

Labor rates used for Extra Work shall be at applicable prevailing wage rates plus allowable markups per this section.

Markup

- a) **Work by Contractor.** When extra work is to be paid for on a force account basis, use the CALTRANS Equipment Rental Rate Book for equipment rental rates. The following percentages will be added to the Contractor's costs and will constitute the markup for all overhead and profits:

i.	Labor.....	35
ii.	Materials.....	15
iii.	Equipment Rentals.....	15

The markup percentages above will reimburse the Contractor for all additional costs, and no other additional payment will be made by reason of performance of the extra work.

- b) **Work by Subcontractor.** When extra work to be paid for on a force account or lump sum basis is performed by a subcontractor, the markup will be applied to the subcontractor's actual cost of such work. An additional markup of ten (10) percent of the subcontracted portion of the extra work may be added by the Contractor. The markup will constitute the markup for all overhead and profit for the Contractor on extra work done by the subcontractor, and no other additional payment will be made.
- c) *Equipment Rental rates will be determined using CALTRANS Labor Surcharge and Equipment Rental Rates in effect at the time the work is performed.*
- d) *The labor rates paid by the City for (time and material) Force Account work will be at the applicable prevailing wage rate for the worker classifications required for the work plus applicable mark-ups described in this section.*

END OF SECTION 2004

APPENDICES

APPENDIX A – PERMITS

1. NOT USED

APPENDIX B – STANDARDS

1. Notice of Potential Claim Form
2. Construction and Demolition Materials Management Plan
Estimate for Capital Projects

APPENDIX C – STORMWATER

1. Stormwater Pollution Control Plan (SWPCP)

APPENDIX D – PREVAILING WAGE RATES

1. Download at:
<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

APPENDIX E – DRAWING EXHIBITS

1. Drawing Exhibits

APPENDIX A – PERMITS

1. NOT USED

APPENDIX B – STANDARDS

1. Notice of Potential Claim Form
2. Construction and Demolition Materials Management Plan Estimate for Capital Projects

City of Camarillo
NOTICE OF POTENTIAL CLAIM (NOPC)

(For City Use Only)	
Received (Resident Engr)	Date

TO	SPECIFICATION NUMBER	DATE	IDENTIFICATION NUMBER
Resident Engineer			

This is a Notice of Potential Claim for additional compensation submitted as required under the provisions of Section 12 of the General Conditions/Specifications. The act of the engineer, or his/her failure to act, or the event, thing, occurrence, or other cause giving rise to the potential claim occurred on:

Date:

The particular nature and circumstances of this potential claim are described as follows, including costs involved (with breakdown):

The reasons for which I believe additional compensation may be due are:

The nature of the costs involved and amount of Potential Claim (provide estimate if accurate figures are not available or describe types of expenses involved):

(attach additional sheets as needed)

The undersigned originator (Contractor or Subcontractor as appropriate) certifies that the above statements and attached documents are made in full cognizance of the California False Claims Act, Government Code sections 12650-12655. The undersigned further understands and agrees that this potential claim to be further considered, unless resolved, must fully conform to the requirements in Section 12 of the General Conditions and must be restated as a claim in the Contractors written statement of claims in conformance with the Standard Specifications and Public Contract Code Section 20104 et seq..

SUBCONTRACTOR or CONTRACTOR
(Circle One)

Firm

(Signature of Authorized Representative)

Printed Name

For a subcontractor potential claim

This notice of potential claim is acknowledged, certified and forwarded

PRIME CONTRACTOR
(Signature of Authorized Representative)

Printed Name

Construction & Demolition Materials Management Plan Estimate for Capital Projects

(Submit for approval with each pay estimate)

Project: _____ Dates: from _____ to _____

On the table below, estimate quantities for each type of material to be diverted or landfilled. Diverted means materials will be recycled on- or off-site, re-used, or salvaged. For each material, list the vendor or facility receiving the materials. Use additional sheets if necessary. Provide weight tickets or receipts when available.

Material Type (Asphalt, concrete, wood, metal, cardboard, drywall, green waste, etc.)	Estimated weight (in tons) to be processed		Hauler or Processor (Must be filled in for approval)	Destination
	Diverted (Reused or Recycled)	Landfill Disposal		
Estimated Totals (Tons):				
Estimated Total Waste (Diverted & Landfill)			_____ tons	

Tonnages and Volume Conversion of Major C&D Wastes

Material	Lbs./cubic yard	Cubic yards/ton
Mixed Waste	350 lbs/cubic yard	5.7 cubic yards/ton
Wood	300 lbs/cubic yard	6.7 cubic yards/ton
Metal	150 lbs/cubic yard	13.3 cubic yards/ton
Rubble	1,400 lbs/cubic yard	
Clean Dirt/Soil	1,380 lbs/cubic yard	1.25 cubic yards/ton
Asphalt/paving crushed		

(recycle estimate only)

CERTIFICATION

I hereby certify that I have read and state that this information is correct to the best of my knowledge.

Contractor Company Name and Representative, Printed

Contractor Signature	Date
----------------------	------

APPENDIX C – STORMWATER

1. Stormwater Pollution Control Plan (SWPCP)

Approved by: _____
City of Camarillo Stormwater Program Manager

Date: _____

City of Camarillo

PUBLIC PROJECT*

Stormwater Pollution Control Plan

For Projects disturbing less than 1 acre, that are not on hillside or does not discharge directly to Revolon Slough, Conejo Creek or Calleguas Creek, and that are not subject to post-construction stormwater quality mitigation.

SWPCP No. _____

(City Stormwater Program Manager will assign # upon first review of SWPCP)

Project Name: _____

Project #: _____

Project Location: _____

Brief Project Description: _____

Amount of Impervious Surface area that is replaced, added, or created _____ (Sq.Ft.)

Project Contractor Responsible for SWPCP Implementation: _____
Name/Phone #

Construction Start Date: _____

Construction Completion Date: _____

Date Project Initiated Project Design: _____
(City CIP Engr. To Provide)

SWPCP Prepared by: _____
Name, Title

Company Name & Phone #

Date: _____

*This SWPCP is required for all public projects including those under a Capital Improvement Project Plan that **disturb less than one acre of soil**. If the project **disturbs one or more acres of soil**, it is subject to the State General Construction NPDES Permit and related SWPPP (see the Los Angeles and Ventura Counties Municipal Stormwater Permit, Order R4-2021-0105).

REQUIREMENTS

FOR A

STORMWATER POLLUTION CONTROL PLAN

Prior to the issuance of any construction/grading permit and/or the commencement of any clearing, grading or excavation, contractors of projects with construction activities shall prepare and submit a Stormwater Pollution Control Plan (SWPCP), on the form provided herein, for the review and approval of the City Engineer and the Stormwater Program Manager.

The purpose of the SWPCP is to identify potential pollutant sources that may affect the quality of discharges and to design the use and placement of Best Management Practices (BMPs) to effectively prohibit the entry of pollutants from the construction site into the storm drain system during construction. Erosion and sediment source control BMPs should be considered for both active and inactive (previously disturbed) construction areas. BMPs for wind erosion and dust control are also included. The SWPCP may require modification as the project progresses and as conditions warrant.

The SWPCP shall be developed and implemented in accordance with the Waste Discharge Requirements and National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles and Ventura Counties, Permit No. CAS004004, Board Order R4-2021-0105, and any other requirements established by the City of Camarillo.

The applicant/owner is responsible for ensuring that all project contractors and subcontractors implement all applicable BMPs.

STORMWATER POLLUTION CONTROL PLAN

Definitions:

SWPCP- Stormwater Pollution Control Plan
BMP - Best Management Practice

This Stormwater Pollution Control Plan and BMP references are from the California Stormwater Best Management Practice Handbooks (Construction, Municipal, New Development & Redevelopment, and Industrial). The handbooks may be obtained from the California Stormwater Quality Association (CASQA) at www.cabmphandbooks.com or www.casqa.org.

Responsible Party Information

Project Owner/Developer: City of Camarillo Contact: _____

Mailing Address: 601 Carmen Drive

City: Camarillo State: CA Zip: 93010 Phone: _____

Contractor: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Contractor's Authorized Representative: _____

Phone: _____

Estimated Start Date of Project: _____

Estimated Finish Date of Project: _____

Site Map Requirements

In addition to proposed construction plans, provide the following information and provide an aerial map or drawing depicting the controls to be applied (i.e., inlet protection, sediment controls, material, equipment, vehicle, portable toilet and stockpile areas, *if applicable*.

- Parcel Size = _____ acres
Note: Before a grading permit is issued, the City of Camarillo will require proof of receipt of a Notice of Intent for the State National Pollutant Discharge Elimination System General Construction Permit for all construction projects that have a parcel size of one acre or more or that are less than one acre but the site is part of a larger common area of development or sale.
- Boundary of construction site: construction area = _____ acres.
- Existing paved areas and buildings.
- Areas of existing vegetation to be protected/preserved.
- Areas where it is known that toxic materials have been stored, disposed, spilled, or leaked onto the construction site.
- Affected water courses, lakes, wetlands, springs, and wells.
- Watershed boundary of offsite areas that drain into construction site.
- Boundary of drainage area where stormwater leaves property.
- Areas of soil disturbance and locations of potential soil erosion areas requiring BMPs during construction.
- Areas of cut and fill.
- Drainage patterns and slopes anticipated after major grading activities.
- Locations of existing storm drain facilities.
Types and locations of stormwater structures, controls, and/or BMPs that will be built/utilized to control stormwater pollution during construction. Provide a brief description of BMPs selected and, if appropriate, attach modified fact sheets or additional information.
- Construction and erosion control material storage areas.
- Temporary stockpile and construction waste storage areas.
- Construction vehicle storage and service areas.

The above information should be updated as needed to meet evolving construction conditions.

Inventory of Contractor's Activities and Special Conditions

1. Describe construction materials, equipment, and vehicles that will be used onsite.
2. Describe the existing soil and source description of fill material (reference or attach soils report).
3. Provide a description of special site conditions that may contribute pollutants to all discharges and how they are to be controlled.
4. Describe stormwater structures/controls on the site prior to construction and how these structures/controls will be integrated into the SWPCP to reduce sediment and other pollutants in all discharges.
5. Provide the sequence for implementation or installation or proposed BMPs.
6. List waters, other than stormwater, which will flow from the site during dry weather, the approximate amount of flow, and methods for preventing or treating these dry weather flows.
7. **Hillside or Construction Discharging Directly to Sediment Impaired Waterbody** – Contractor shall implement enhanced BMPs on sites located on a hillside (contains slopes that are 20% or greater) or that discharge directly to Conejo Creek, Calleguas Creek, or Revolon Slough/Beardsley Wash. For a list of enhanced BMPs see Table 9 in Part 4.F.4 in the Ventura County Municipal Stormwater Permit (Order No. 2010-0108) available at: http://www.swrcb.ca.gov/rwqcb4/water_issues/programs/stormwater/municipal/index.shtml. In addition to enhanced BMPs, these types of sites must be inspected by a qualified SWPPP Developer at least weekly during the wet season and once each 24 hour period during a storm event that generates runoff from the site to identify BMPs that need maintenance to operate effectively, that have failed or could fail to operate as intended.

Attach sheets if additional space is required.

Monitoring, Inspection, and Maintenance Requirements

1. Implement maintenance/repair efforts to ensure that the required BMPs are in good and effective condition. (A maintenance/repair plan is attached? ☐ Yes ☐ No See pages 10-11 of SWPCP.)
2. Before start of construction and during contractor annually train all site personnel responsible for installing, inspecting, and maintaining BMPs: SC-14. (Training program/material attached? ☐ Yes ☐ No) Document training on Attachment 2. **Contractor must forward copy of training record to City Stormwater Program Manager before construction can begin.**
3. Keep records and document on Inspection form (Attachment 1):
 - annual inspection
 - pre-storm inspection
 - post-storm inspection
4. **Contractor shall monitor BMPs at drain inlets before, after and during rain events and modify as needed to prevent flooding of public right-of-way. Contractor shall remove all BMPs upon completion of roadwork.**

Best Management Practices - BMPs

Complete the following charts. The BMPs listed may be used if applicable or adequate. Additional BMPs may apply. Please do not attach the BMP Fact Sheets referenced from the California Stormwater BMP Handbooks to the city's copy of the SWPCP; however, the BMP Fact Sheets must be attached to the SWPCP that is kept at the construction site. BMPs can be downloaded from the California Stormwater Handbooks at www.cabmphandbooks.com.

BMPs Selected – Noted by Ref. ID from the California Stormwater BMP Handbooks		Use BMP		(If no, state reason)
		Yes	No	
Erosion Control BMPs				
EC-1	Scheduling			
EC-2	Preservation of Existing Vegetation			
EC-3	Hydraulic Mulch			
EC-4	Hydroseeding			
EC-5	Soil Binders			
EC-6	Straw Mulch			
EC-7	Geotextiles & Mats			
EC-8	Wood Mulching			
EC-9	Earth Dikes & Drainage Swales			
EC-10	Velocity Dissipation Devices			

BMPs Selected – Noted by Ref. ID from the California Stormwater BMP Handbooks		Use BMP		(If no, state reason)
		Yes	No	
EC-11	Slope Drains			
EC-12	Stream bank Stabilization			
EC-14	Compost Blankets			
EC-15	Soil Preparation/Roughening			
EC-16	Non-Vegetative Stabilization			
Temporary Sediment Control BMPs				
SE-1	Silt Fence			
SE-2	Sediment Basin			
SE-3	Sediment Trap			
SE-4	Check Dam			
SE-5	Fiber Rolls			
SE-6	Gravel Bag Berm			
SE-7	Street Sweeping & Vacuuming			
SE-8	Sandbag Barrier			
SE-9	Straw Bale Barrier			
SE-10	Storm Drain Inlet Protection			
SE-11	Active Treatment Systems			
SE-12	Temporary Silt Dike			
SE-13	Compost Socks & Berms			
SE-14	Biofilter Bags			
Wind Erosion Control BMPs				
WE-1	Wind Erosion Control			
Temporary Tracking Control BMPs				
TC-1	Stabilized Construction Entrance/Exit			
TC-2	Stabilized Construction Roadway			
TC-3	Entrance/Outlet Tire Wash			
Non-Stormwater Management BMPs				
NS-1	Water Conservation Practices			
NS-2	Dewatering Operations			
NS-3	Paving & Grinding Operations			

BMPs Selected – Noted by Ref. ID from the California Stormwater BMP Handbooks		Use BMP		(If no, state reason)
		Yes	No	
NS-4	Temporary Stream Crossing			
NS-5	Clear Water Diversion			
NS-6	Illicit Connection/Discharge			
NS-7	Potable Water/irrigation			
NS-8	Vehicle & Equipment Cleaning			
NS-9	Vehicle & Equipment Fueling			
NS-10	Vehicle & Equipment Maintenance			
NS-11	Pile Driving Operations			
NS-12	Concrete Curing			
NS-13	Concrete Finishing			
NS-14	Material Over Water			
NS-15	Demolition Adjacent to Water			
NS-16	Temporary Batch Plants			
Waste Management & Materials Pollution Control BMPs				
WM-1	Material Delivery & Storage			
WM-2	Material Use			
WM-3	Stockpile Management			
WM-4	Spill Prevention & Control			
WM-5	Solid Waste Management			
WM-6	Hazardous Waste Management			
WM-7	Contaminated Soil Management			
WM-8	Concrete Waste Management			
WM-9	Sanitary/Septic Waste Mgmt.			
WM-10	Liquid Waste Management			
Additional BMPs Selected				
	Hillside (20%> slope) or Direct Discharge to Conejo or Calleguas Creeks or Revolon Slough/Beardsley Wash			If applicable, apply Condition #7 on p.5 of this document
EC-11	Building Repair & Construction (Industrial handbook)			

Certification

Contractor

As the Contractor of record, I have selected appropriate BMPs to effectively minimize the negative impacts of this project's construction activities on stormwater quality. The project owner is aware that the selected BMPs must be installed, monitored, and maintained to ensure their effectiveness. The BMPs not selected for implementation are redundant or deemed not applicable to the proposed construction activity.

Name: _____

Title: _____

Signature: _____

Date: _____

City Representative:

I certify that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is true, accurate, and complete. I am aware that submitting false and/or inaccurate information, failing to update the SWPCP to reflect current conditions, or failing to properly and/or adequately implement the SWPCP may result in revocation of grading and/or other permits or other sanctions provided by law.

Name: _____

Title: _____

Signature: _____

Date: _____

REVIEWED BY CITY STORMWATER PROGRAM MANAGER:

Jessica Ouellette (805-383-5659)

Date: _____

Acceptance or approval of this Stormwater Pollution Control Plan in no way precludes the authority of the agency to require modification to the plan as conditions warrant nor does the agency take responsibility for performance of BMPs provided for in the plan.

Stormwater Quality Controls – BMP Map (Can use Aerial map and draw in BMPs)
Insert drawing/map of project site that identifies location of BMPs and their ID# (ie, SE-10 Silt Fence)

Attachment 1 to SWPCP

Construction Site Inspection Checklist

Contractor shall complete this checklist, keep a copy with the SWPCP and provide copy to the city within one business day of inspection. Inspections shall be conducted a minimum of:

- Monthly during nonrainy season (April 16 through September 30)
- Weekly during rainy season (Oct. 1 through April 15)
- Before, during and after a significant rain event (.25" or greater).
- **Contractor shall monitor BMPs at drain inlets before, after and during rain events and modify as needed to prevent flooding of public right-of-way. Contractor shall remove all BMPs upon completion of roadwork.**
- All hillside sites or sites that directly discharge to Conejo Creek, Calleguas Creek or Revolon Slough/Beardsley Wash must be inspected by a qualified SWPPP Developer at least weekly during the wet season and once each 24 hour period during a storm event that generates runoff from the site to identify BMPs that need maintenance to operate effectively, that have failed or could fail to operate as intended.

DATE OF INSPECTION: _____

Project Name: _____ Contractor: _____

Weather Conditions during inspection: _____

	Item	Compliance Accomplished			Date Completed
		YES	NO	N/A	
1	Is the site entrance stabilization adequate?				
2	Is equipment/vehicles parked in designated areas and free from significant leaks? Are drip pans present as needed?				
3	Are maintenance areas free from stains on the soil?				
4	Are all materials stored in bins or covered in plastic and protected from storm water?				
5	Is construction waste being disposed of in proper trash containers?				
6	Are concrete washout stations present and being utilized and maintained?				
7	Is fugitive dust being controlled and water being used as needed?				
8	Are catch basins, drainage channels, drain inlets/outlets being protected?				
9	Are erosion control measures (BMPs) identified in SWPCP in place and effective?				
10	Are sediment control measures (BMPs) identified in SWPCP in place and effective?				
11	If applicable, are enhanced BMPs identified in #7 on p. 5 of SWPCP being implemented as appropriate?				

Comments: _____

I certify under penalty of law that this inspection is true, and I or a qualified assigned person has performed the required inspection as stated in the SWPCP.

Inspector Signature _____

Contractor Signature _____

Copy to: City Stormwater Program Manager (jessicaouellette@caa.inc)

Trained Contractor Personnel Log

All City employees and contractors (whose interactions, jobs and activities affect stormwater quality) must be trained before start of project construction and annually on Storm Water Pollution Prevention Controls and illicit discharge prevention and reporting. A copy of the training log shall be forwarded to the City of Camarillo Stormwater Program Manager, 601 Carmen Dr. Camarillo CA 93010, 805-383-5659.

Storm Water Management Training Log for Contractors

Contractor Name: _____

Type of Contract or Service Provided: _____

City Dept. Rep. Contractor Reports to: _____

Date of Training: _____

Instructor: _____ Telephone: _____

Stormwater quality training was provided on illicit discharge prevention & reporting as well as non-storm water management, erosion controls, waste management and materials pollution control, and spill prevention related to the following categories: (check as appropriate)

- | | |
|---|--|
| <input type="checkbox"/> Vehicle & Equipment Maintenance | <input type="checkbox"/> Illicit Discharge Prevention & Reporting |
| <input type="checkbox"/> Graffiti Abatement | <input type="checkbox"/> Good Housekeeping & Building Maintenance |
| <input type="checkbox"/> Pavement Marking and Painting | <input type="checkbox"/> Storm Drain and Ditch Cleaning & Maintenance |
| <input type="checkbox"/> Asphalt Use | <input type="checkbox"/> Safety Concerns when maintaining stormwater treatment devices |
| <input type="checkbox"/> Concrete Use | <input type="checkbox"/> Spill Prevention and Proper Cleanup Procedures |
| <input type="checkbox"/> Landscape Maintenance | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Pest and Fertilizer Management, including Integrated Pest Management (IPM) | |

Attendee Roster

Name	Company	Phone Number

Comments: _____

APPENDIX D – PREVAILING WAGE RATES

1. Download at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

APPENDIX E – DRAWING EXHIBITS

1. Drawing Exhibits (6 Sheets)

PLAN NORTH

DESALTER SITE

ANTONIO AVE

VILLAMONTE CT

VIA MANTILLA

MAR VISTA DR

FIELDGATE DR

LAS POSAS RD

CAMINO ALVAREZ

N LEWIS RD

UPLAND RD

VINCENTE AVE

34

SHEET NUMBER	DWG NUMBER	DRAWING NAME
01	G-01-001A	TITLE SHEET, LOCATION, VICINITY MAP, AND DRAWING LIST
02	G-01-005A	GENERAL LEGEND AND NOTES
03	G-05-701A	DEMOLITION PLAN
04	S-05-102A	STRUCTURAL PLANS AND DETAILS
05	D-05-102A	MECHANICAL PLANS AND SECTIONS
06	D-05-501A	MECHANICAL DETAILS

REVIEWED:					
TRAFFIC ENGINEER	DATE				
REVIEWED:					
DIRECTOR, COMMUNITY DEVELOPMENT	DATE	REV.	DESCRIPTION	APP'D	DATE
REVIEWED:		DEPARTMENT OF PUBLIC WORKS CITY OF CAMARILLO NORTH PLEASANT VALLEY GROUNDWATER DESALTER PROJECT WASHWATER RECOVERY UNIT COVER ADDITION TITLE SHEET, LOCATION, VICINITY MAP, AND DRAWING LIST			
PRINCIPAL ENGINEER	DATE	DRN BY: KRB	DES BY: KBK	CK'D BY: MJ	
REVIEWED:		APPROVED:			
WATER SUPERINTENDENT	DATE	CITY ENGINEER PUBLIC WORKS RCE 76459 EXPIRES: 12/31/2024			
WATER REHABILITATION SUPERINTENDENT	DATE	RECOMMENDED BY:			
PUBLIC WORKS MAINTENANCE SUPERINTENDENT	DATE	SPEC. NUMBER: WT-11-01	PROJ. NUMBER	154640	
GROUNDWATER PROGRAM MANAGER	DATE	G-01-001A		SHEET 01 OF 06	

A circular professional engineer seal for Kristin B. Kallala, No. 084439, State of California. The seal is stamped over the signature of Kristin B. Kallala.



**Brown AND
Caldwell**

1000 Wilshire Boulevard, Suite 1690
Los Angeles, CA 90017
Phone: 213-271-2300

1. PLAN TITLES:

DRAWING NAME

SCALE: 12" = 1'-0"

2. SECTION CUTS:

SECTION NUMBER

DIRECTION OF SECTION CUT

1

G-01-005A

DRAWING WHERE SECTION IS SHOWN

3. SECTIONS TITLES:

SECTION NUMBER

1

G-01-005A

SECTION

SCALE: 12" = 1'-0"

DRAWING WHERE SECTION IS CUT

4. DETAIL TITLES:

DETAIL LETTER

A

G-01-005A

DETAIL

SCALE: 12" = 1'-0"

DRAWING WHERE DETAIL IS CALLED OUT

5. PHOTO CALLOUT

PHOTO LETTER

A

G-01-005A

DRAWING WHERE PHOTO IS CALLED OUT

MISCELLANEOUS

NEW/PROPOSED LINEWORK

EXISTING LINEWORK

NORTH ARROW

REVISION TAG

REVISION CLOUD

DRAWING NUMBERING SYSTEM

D-00-000

DISCIPLINES

G

S

D

GENERAL

STRUCTURAL

PROCESS MECHANICAL

AREA

01

05

GENERAL

WASHWATER RECOVERY SYSTEM

SHEET TYPE

0

1

5

7

GENERAL

PLANS

DETAILS

DEMOLITION

SPECIFICATIONS

1. SCOPE OF WORK:
MODIFY EXISTING WASHWATER RECOVERY UNIT TO INCLUDE A COVER, EQUIPMENT ENCLOSURES, AND GOOSENECK VENTS TO CREATE A SEALED SYSTEM PREVENTING STORM WATER INTRUSION INTO THE UNIT. PROVIDE AND INSTALL ALL ALUMINUM COVER PANELS, HATCHES, ENCLOSURES, PENETRATION KITS, VENTS, AND REQUIRED STRUCTURAL ELEMENTS TO COMPLETE THE WORK. THE EXISTING WASHWATER RECOVERY UNIT RETURNS WATER TO THE FRONT OF THE PLANT AND SHALL BE DISINFECTED PER AWWA C651 AND C653 STANDARDS PRIOR TO BEING BROUGHT BACK INTO SERVICE. DISPOSAL OF DISINFECTION WATER IS THE RESPONSIBILITY OF THE CONTRACTOR. CONFIRM AND COMPLY WITH ALL NPDES DISCHARGE REQUIREMENTS. COORDINATE WITH PLANT STAFF ON SHUTDOWNS. SEE SHUTDOWNS/SEQUENCING AND SUBMITTAL REQUIREMENTS BELOW.

2. MANDATORY SITE WALK SHALL BE HELD AT TIME INDICATED BY THE CITY. DURING SITE WALK, THE FOLLOWING ITEMS WILL BE DISCUSSED AND IDENTIFIED:
- LAYDOWN/STAGING AREA
- SITE ACCESS
- PORTABLE TOILET AND WASHING FACILITIES (CONTRACTOR TO PROVIDE)

3. SHUTDOWN/SEQUENCING:
CONTRACTOR SHALL BE LIMITED TO 1 EXTENDED SHUTDOWN TO INSTALL THE COVER SYSTEM. SHUTDOWN OF THE WASHWATER RECOVERY UNIT WILL REQUIRE BYPASSING THE UNIT AND DIRECTING PRESSURE FILTER BACKWASH DIRECTLY TO THE SEWER. CONTRACTOR IS RESPONSIBLE FOR DEVELOPING THE BYPASS PLAN. CONTRACTOR SHALL DRAIN ALL WATER AND SLUDGE WITHIN THE WWR UNIT AND SUMP AND CLEAN THE UNIT PRIOR BEGINNING WORK. VERIFY WITH CITY ON DISCHARGE REQUIREMENTS IF DISPOSING TO ADJACENT SEWER CONNECTION.

4. CONTRACTOR SHALL SUPPLY ALL POWER NEEDED FOR PROJECT WORK USING PORTABLE SOURCES. CITY WILL ALLOW USE OF NEARBY 120V RECEPTACLES IF AVAILABLE. CONTRACTOR SHALL PROVIDE ALL CABLING, EXTENSION WIRING, AND SAFETY DEVICES.

5. SUBMITTALS:
A. WORK PLAN. WORK SHALL BE COORDINATED WITH THE PLANT TO MINIMIZE DISRUPTION TO OPERATIONS. WORK PLAN SHALL INCLUDE BYPASS PLAN AND FLUSHING AND DISINFECTION PLAN TO MEET AWWA C651 AND C653 STANDARDS.
B. COORDINATE WITH PLANT OPERATIONS STAFF AND SUBMIT A REQUEST FOR THE WASHWATER RECOVERY UNIT OR PLANT TO BE SHUTDOWN AND BYPASSING OF THE WASHWATER RECOVERY UNIT AT LEAST TWO WEEKS AHEAD OF THE PROPOSED SHUTDOWN.
C. ALUMINUM COVER SYSTEM - PRODUCT INFORMATION, CERTIFICATIONS, LAYOUT DRAWINGS, AND MANUFACTURER CALCULATIONS. LAYOUT DRAWINGS SHALL BE BASED ON FIELD VERIFIED INFORMATION.
D. ENCLOSURES - PRODUCT INFORMATION, CERTIFICATION. COORDINATE ORIENTATION WITH COVER LAYOUT.
E. HANDRAIL AND KICK PLATES - PRODUCT INFORMATION AND LAYOUT. LAYOUT SHALL BE BASED ON FIELD VERIFIED INFORMATION.

6. CONTRACTOR SHALL FIELD VERIFY ALL ELEVATIONS AND DIMENSIONS REQUIRED TO COMPLETE THE WORK PRIOR TO BEGINNING WORK.

REV.

DESCRIPTION

APP'D

DATE

SEAL:

REGISTERED PROFESSIONAL ENGINEER

WILSON

No. C86763

CIVIL

STATE OF CALIFORNIA

01/2024

PREPARED BY:

Brown AND Caldwell

1000 WILSHIRE BOULEVARD, SUITE 1690

LOS ANGELES, CA 90017

PHONE: 213-271-2300

DEPARTMENT OF PUBLIC WORKS

CITY OF CAMARILLO

TITLE	REVIEWED	DATE
TRAFFIC ENGINEER		
DIRECTOR, COMMUNITY DEVELOPMENT		
PRINCIPAL ENGINEER		
WATER SUPERINTENDENT		
WATER RECLAMATION SUPERINTENDENT		
PW MAINTENANCE SUPERINTENDENT		
WATER PROGRAM MANAGER		

NORTH PLEASANT VALLEY GROUNDWATER DESALTER PROJECT

WASHWATER RECOVERY UNIT COVER ADDITION

GENERAL LEGEND AND NOTES

DRN BY: KRB

DES BY: KLB

CK'D BY: MJ

APPROVED:

CITY ENGINEER DEPARTMENT OF PUBLIC WORKS

PROJECT NO. EXPIRES: 12/31/2024

CITY ENGINEER DEPARTMENT OF PUBLIC WORKS

PROJECT NO. EXPIRES: 12/31/2024

SPEC. NUMBER: WT-11-01

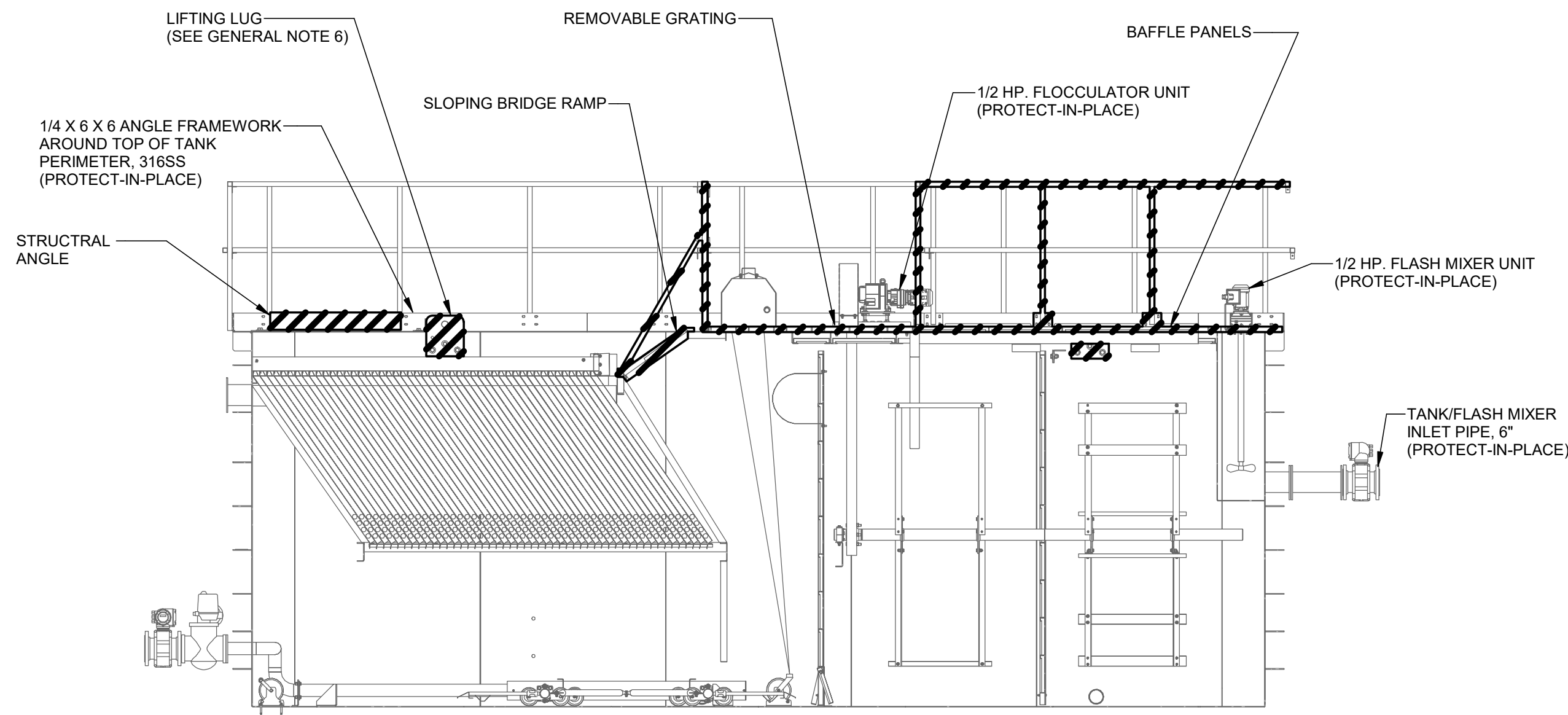
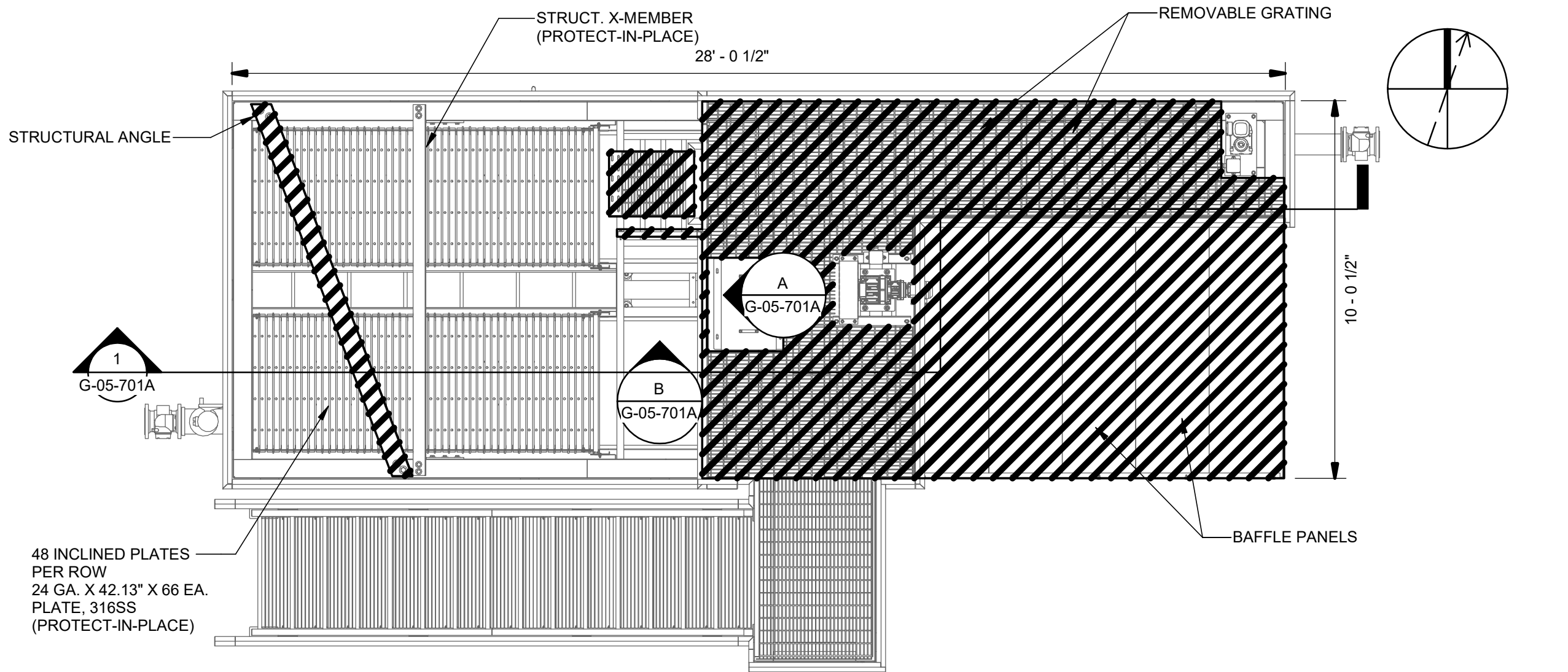
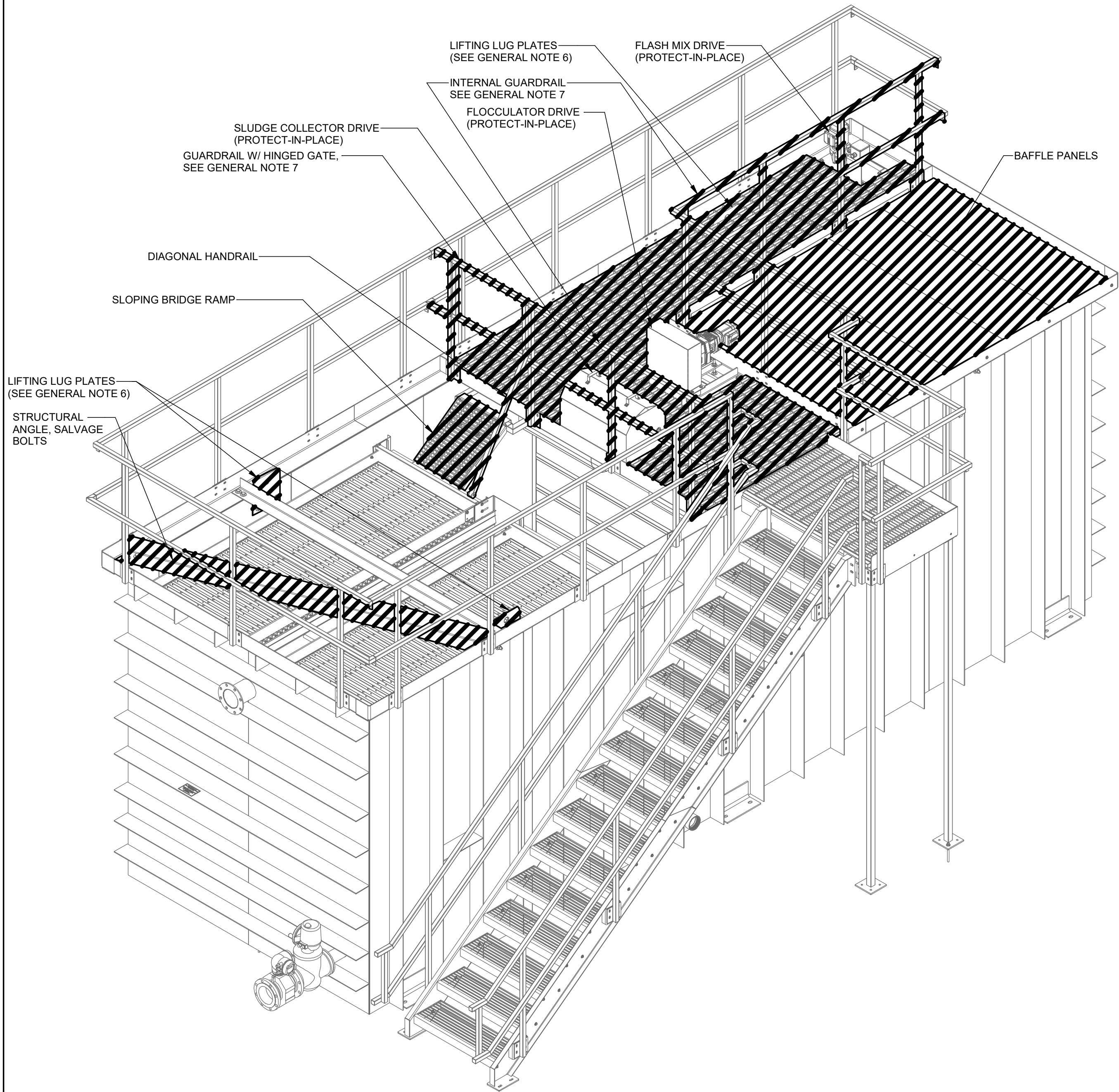
PROJ. NUMBER 154640

G-01-005A

SHEET 02 OF 06

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- GENERAL NOTES:**
1. FIELD VERIFY ALL DIMENSIONS.
 2. COORDINATE WITH STRUCTURAL AND MECHANICAL DRAWINGS.
 3. DEMOLISH ALL ITEMS THAT ARE PROTRUDING ABOVE THE PROPOSED COVERS TO FACILITATE INSTALLATION OF THE COVERS.
 4. ALL SURFACES SHALL BE GROUND SMOOTH AND PAINTED, IF NEEDED, AFTER DEMOLITION (E.G. CUT SURFACES) AND INSPECTED BY THE OWNER BEFORE PROCEEDING WITH THE INSTALLATION OF COVERS.
 5. ALL DEMOLISHED ITEMS THAT ARE NOT REUSED SHALL BE DISPOSED OFF SITE AT CONTRACTOR'S EXPENSE.
 6. REMOVE LIFTING LUG PLATES AND STORE WITH OWNER FOR FUTURE USE.
 7. SALVAGE GUARDRAIL FOR REUSE AT PERIMETER, MODIFIED AS REQUIRED, SEE STRUCTURAL DRAWING.

LEGEND:

DEMOLISH OR SALVAGE FOR PROJECT REUSE AT CONTRACTOR'S OPTION AND AS ACCEPTED BY OWNER

REV.	DESCRIPTION	APP'D	DATE

SEAL:

01/2024

PREPARED BY:

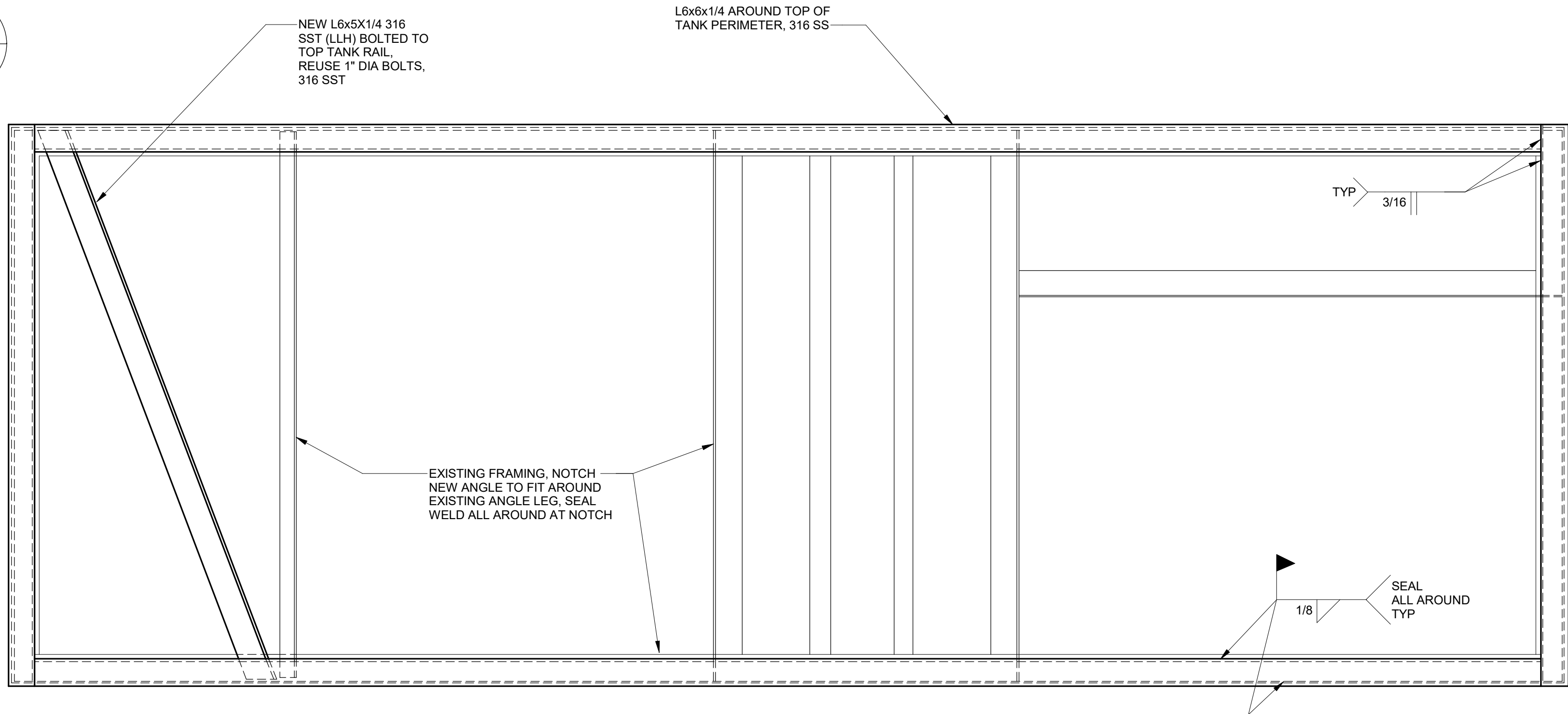
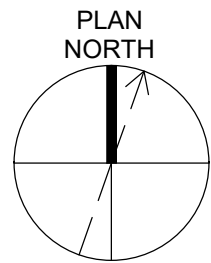
Brown AND Caldwell

1000 WILSHIRE BOULEVARD, SUITE 1690
LOS ANGELES, CA 90017
PHONE: 213-271-2300

DEPARTMENT OF PUBLIC WORKS CITY OF CAMARILLO		
TITLE	REVIEWED	DATE
TRAFFIC ENGINEER		
DIRECTOR, COMMUNITY DEVELOPMENT		
PRINCIPAL ENGINEER		
WATER SUPERINTENDENT		
WATER RECLAMATION SUPERINTENDENT		
PW MAINTENANCE SUPERINTENDENT		
PW WATER PROGRAM MANAGER		

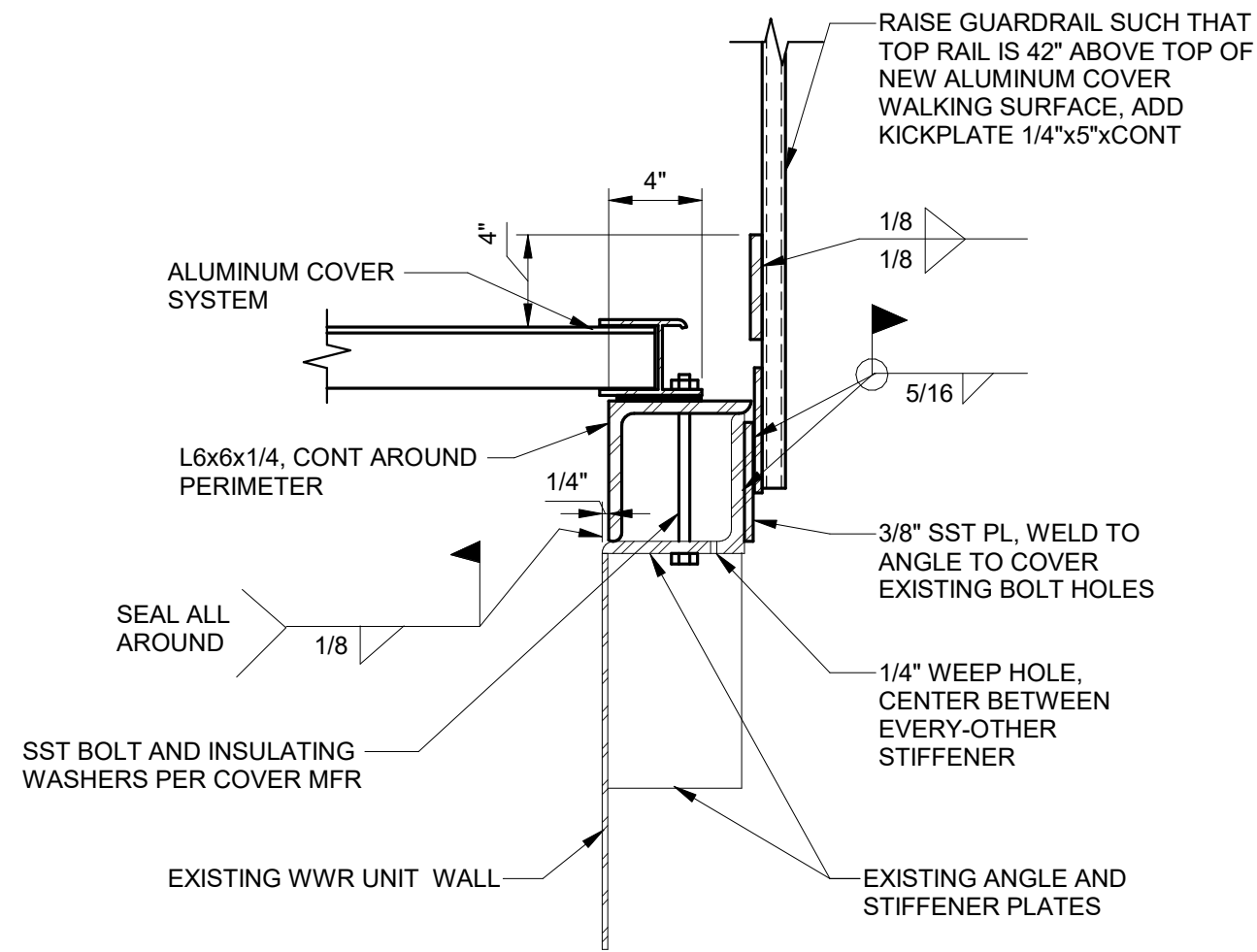
NORTH PLEASANT VALLEY GROUNDWATER DESALTER PROJECT
WASHWATER RECOVERY UNIT COVER ADDITION
DEMOLITION PLAN

DRN BY: KRB	DES BY: KLB	CK'D BY: MJ
CITY ENGINEER, DEPARTMENT OF PUBLIC WORKS		
EXPIRES: 12/31/2024		
SPEC. NUMBER: WT-11-01	PROJ. NUMBER	154640
G-05-701A	SHEET 03 OF 06	



FRAMING PLAN

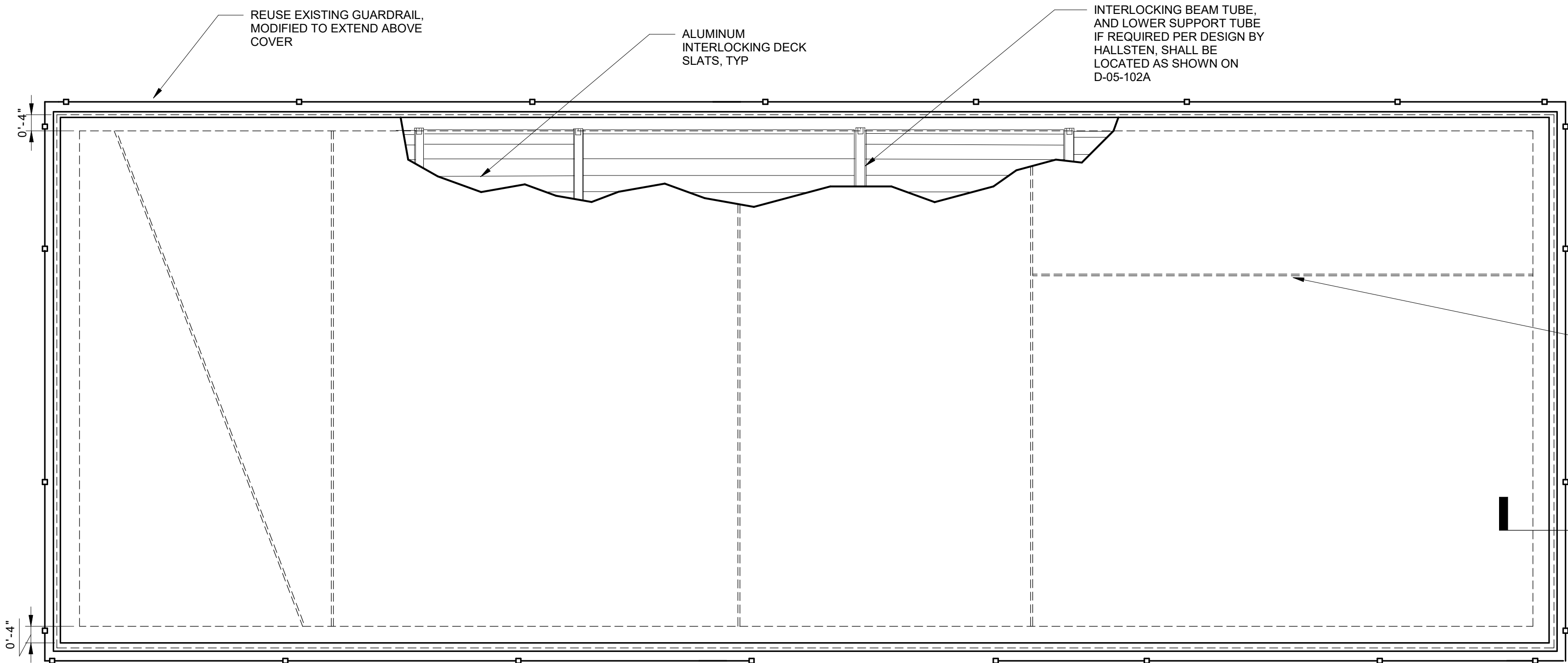
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NOTE:
1. SIMILAR ON NORTH AND SOUTH SIDE

NEW ANGLE AND GUARDRAIL CONNECTION

SCALE: 1 1/2" = 1'-0"



NO MODIFICATIONS
REQUIRED FOR STAIRS AND
LANDING AND ASSOCIATED
GUARDRAIL AND HANDRAIL
(NOT SHOWN)

COVER PLAN

SCALE: NOT TO SCALE

GENERAL NOTES:

- FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO START OF WORK, AND PROVIDE FIELD VERIFIED DIMENSIONS PRIOR TO FABRICATION OF ANY ITEMS. DESIGN OF COVER SHALL BE BASED ON FIELD DIMENSIONS PROVIDED BY CONTRACTOR.
- SLIP RESISTANT ALUMINUM COVER SHALL BE SURFACE MOUNTED RECTANGULAR COVER MANUFACTURED BY HALLSTEN COMPANY. PROVIDE AS A DEFERRED SUBMITTAL WITH DESIGN AND DETAILS STAMPED AND SIGNED BY A CALIFORNIA REGISTERED PROFESSIONAL ENGINEER.
- COORDINATE ANY SUPPORT BEAMS REQUIRED WITH EXISTING SUPPORT FRAMING AND REPLACED ANGULAR SUPPORT FRAMING THAT MAY INTERFERE.
- ASSUME ADDITIONAL 5 PSF DEAD LOAD FOR MOTOR COVERS OR OTHER APPURTENANCES.
- DESIGN LIVE LOAD SHALL BE 50 PSF. DEFLECTION LIMIT SHALL BE 3/8".
- USE TYPICAL DIAMETER OF ANCHOR BOLT AS REQUIRED BY MANUFACTURER, HOWEVER EXTEND TO BE LONG ENOUGH TO GO THROUGH BOTH ANGLES.
- GUARDRAIL WELD PLATE TO EXISTING ANGLE SHALL BE SIZED TO PROVIDE FOR FILLET WELD ALL AROUND EXISTING PLATE ATTACHED TO GUARDRAIL POSTS, AND SHALL BE LOCATED TO COVER EXISTING HOLES IN EXISTING ANGLE. PROVIDE ADDITIONAL COVER PLATE TO COVER HOLES THAT DO NOT ALIGN WITH NEW POST LOCATIONS.
- REUSE AND MODIFY EXISTING GUARDRAIL REMOVED AS PART OF DEMOLITION FOR AREAS WITH NO PREVIOUS GUARDRAILS. SHIM AT CORNER CONNECTIONS AS NECESSARY.
- COORDINATE WITH MECHANICAL DRAWINGS FOR HATCHES AND OTHER PENETRATIONS IN ALUMINUM COVER.
- SST = STAINLESS STEEL TYPE 316.

REV.	DESCRIPTION	APP'D	DATE

SEAL:



01/2024

PREPARED BY:



1000 WILSHIRE BOULEVARD, SUITE 1690
LOS ANGELES, CA 90017
PHONE: 213-271-2300

DEPARTMENT OF PUBLIC WORKS
CITY OF CAMARILLO

TITLE	REVIEWED	DATE
TRAFFIC ENGINEER		
DIRECTOR, COMMUNITY DEVELOPMENT		
PRINCIPAL ENGINEER		
WATER SUPERINTENDENT		
WATER RECLAMATION SUPERINTENDENT		
PW MAINTENANCE SUPERINTENDENT		
STORMWATER PROGRAM MANAGER		

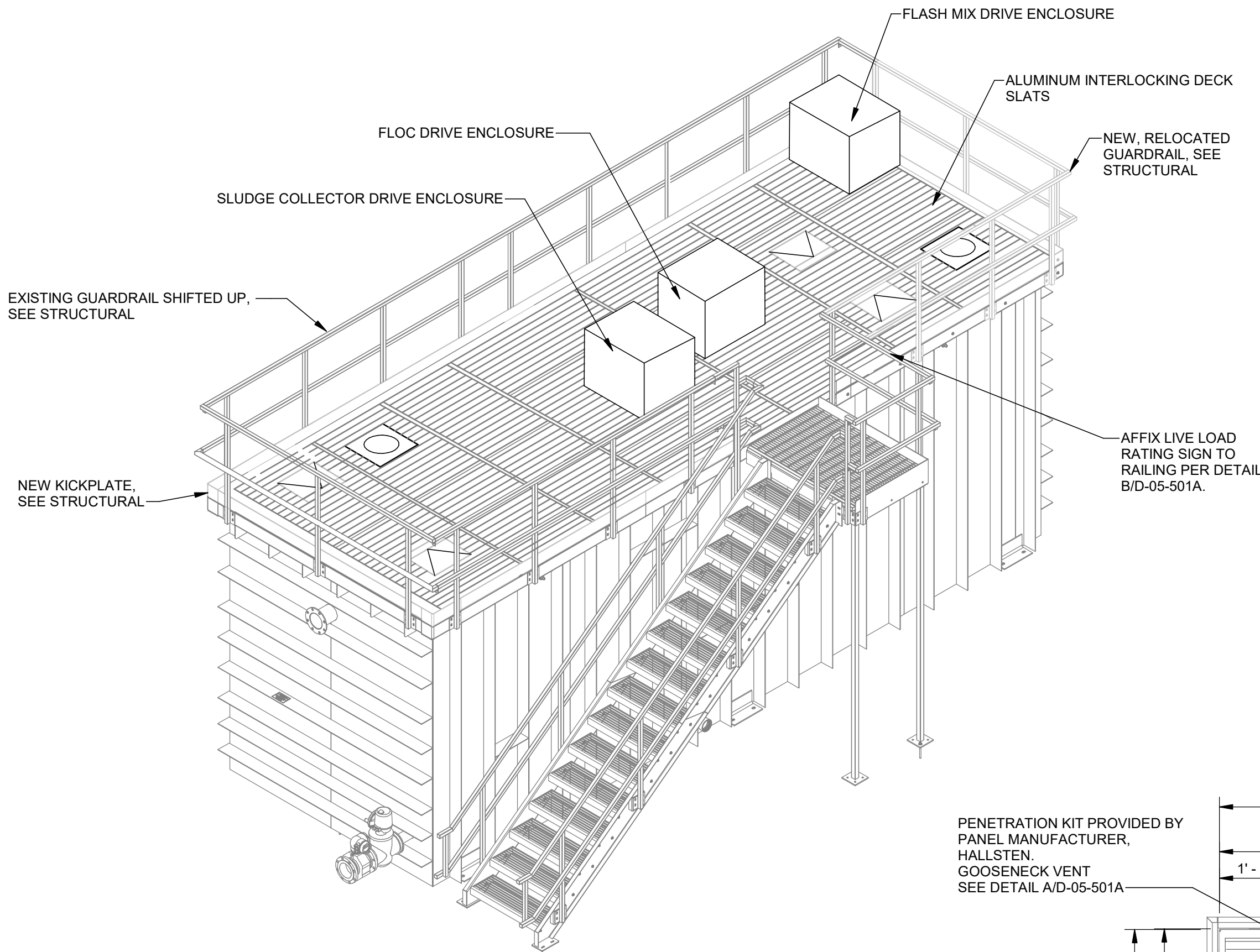
NORTH PLEASANT VALLEY GROUNDWATER DESALTER PROJECT
WASHWATER RECOVERY UNIT COVER ADDITION
STRUCTURAL PLAN AND
DETAILS

DRN BY: PA DES BY: EF CK'D BY: KK

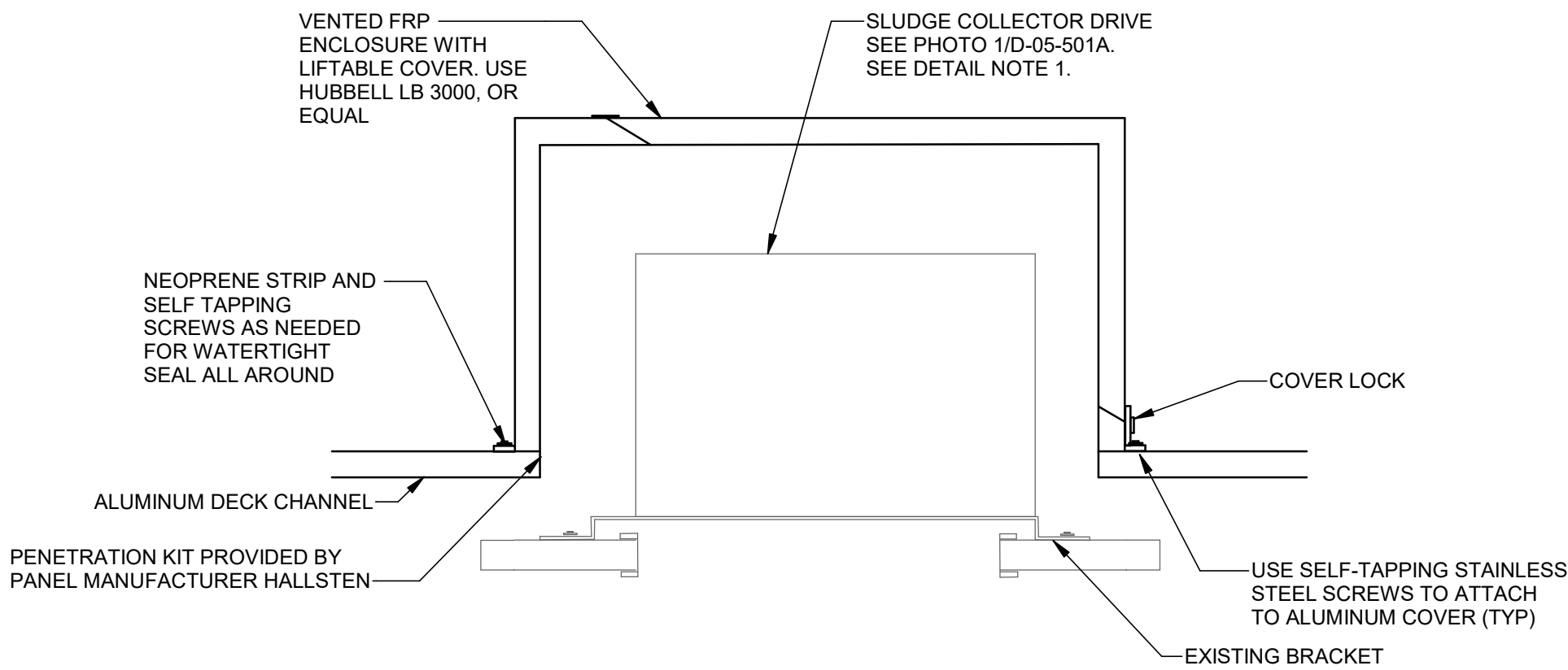
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RECEIVED EXPIRES: 12/31/2024

SPEC. NUMBER: WT-11-01 PROJ. NUMBER 154640

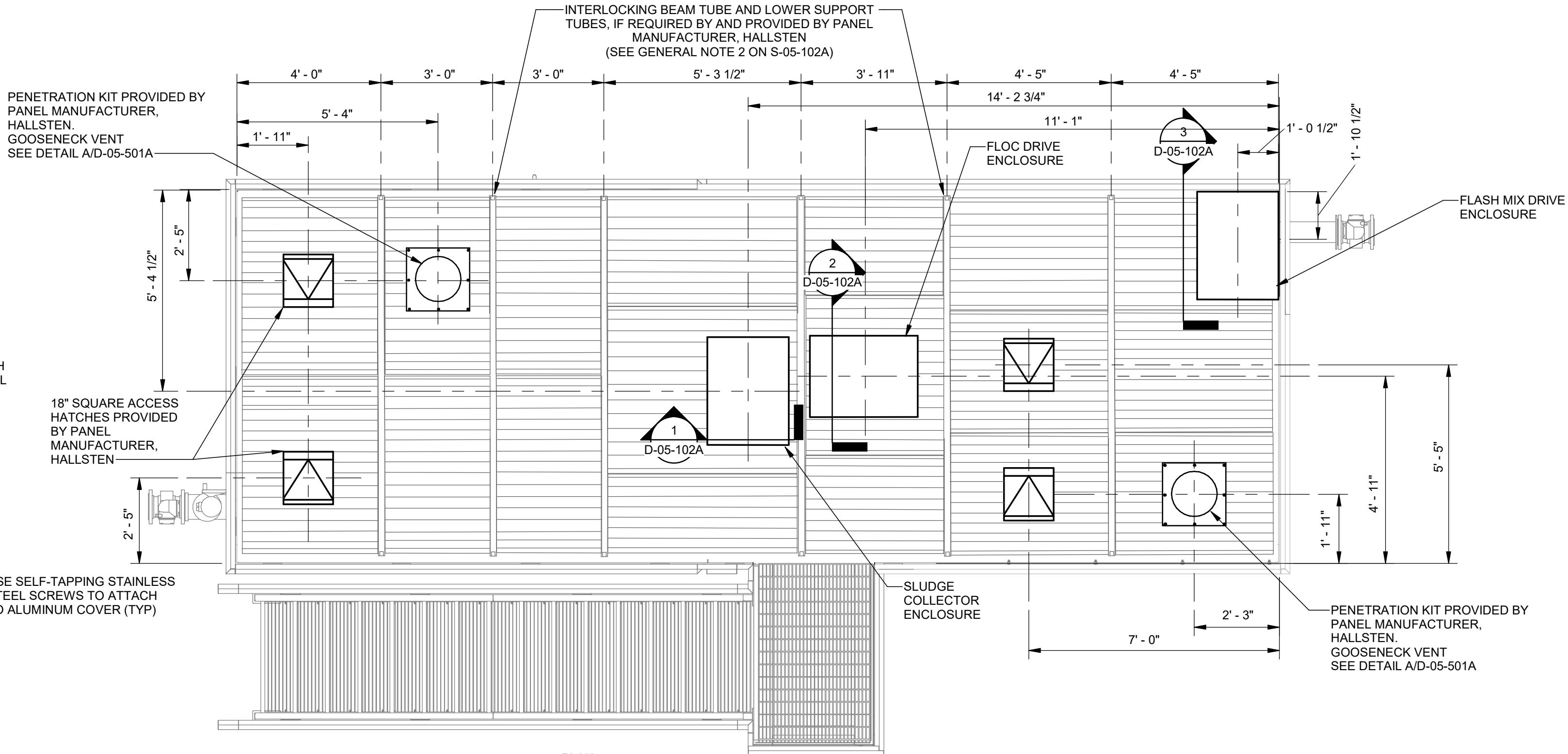
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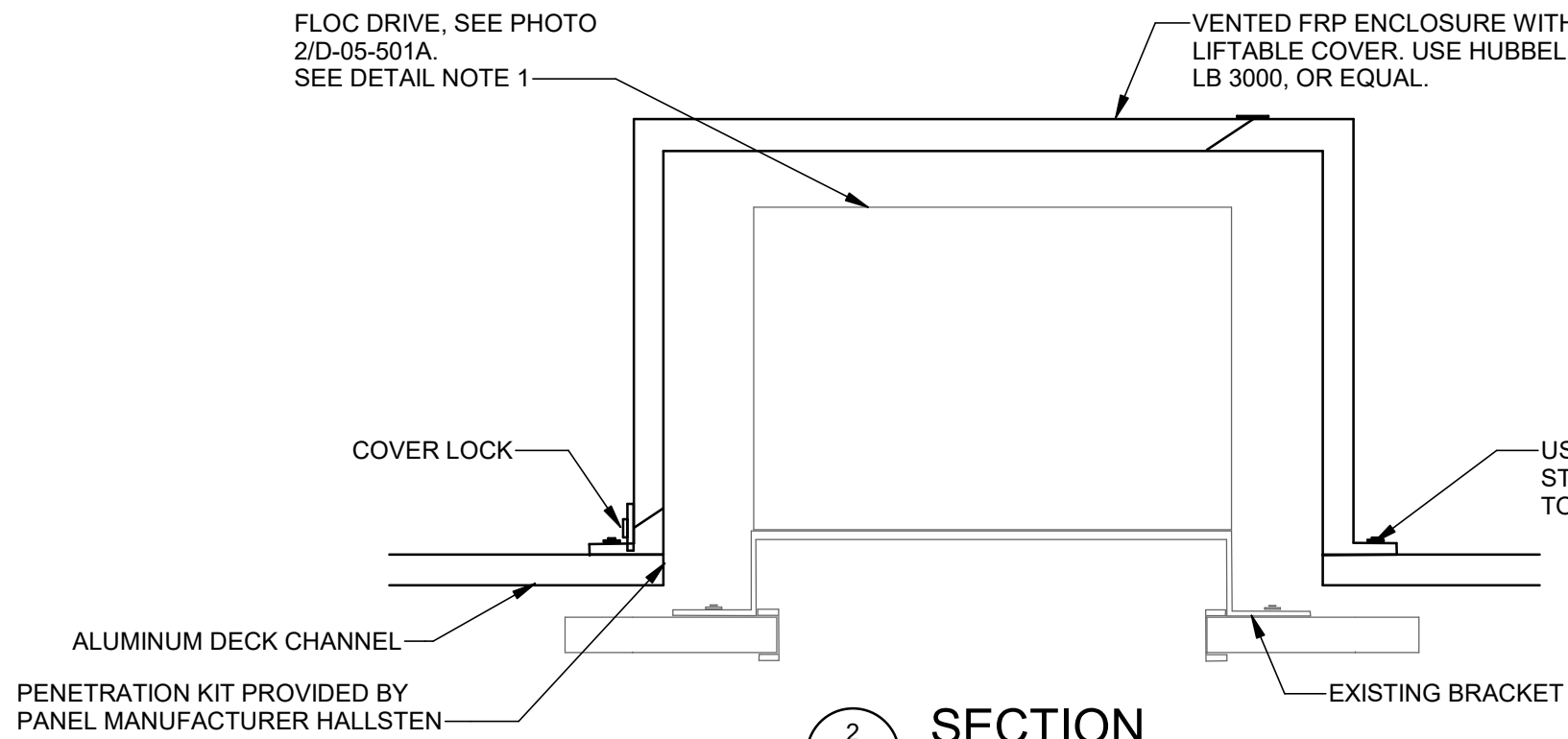
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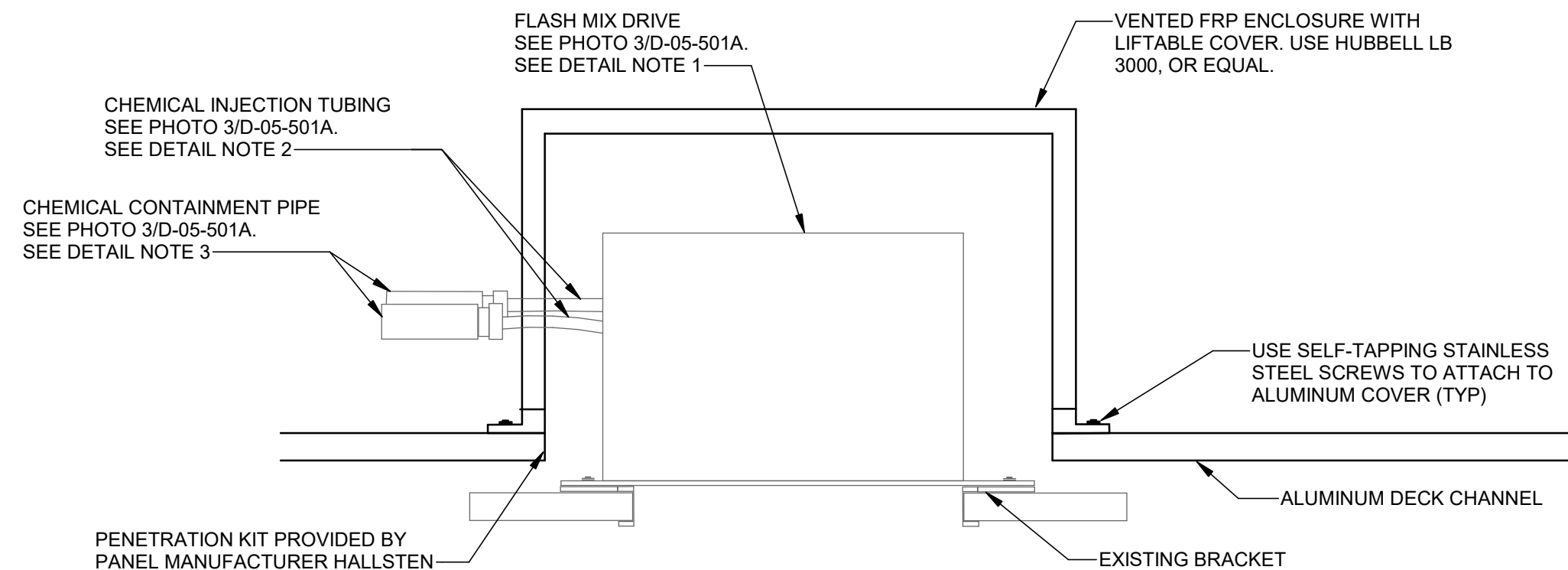
1 SECTION
D-05-102A SCALE: NOT TO SCALE



PLAN NORTH
TOP PLAN
PLAN
SCALE: NOT TO SCALE



2 SECTION
D-05-102A SCALE: NOT TO SCALE



3 SECTION
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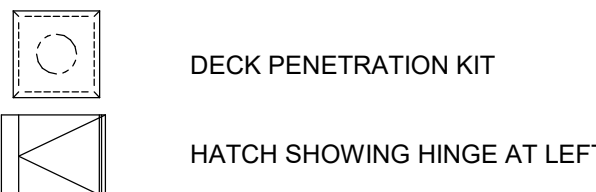
GENERAL NOTES:

1. FIELD VERIFY ALL DIMENSIONS AND CONDITIONS.
2. ALUMINUM COVER SHALL BE SURFACE MOUNTED RECTANGULAR COVER MANUFACTURED BY HALLSTEN COMPANY.

DETAIL NOTES:

1. AS NECESSARY, ROTATE EQUIPMENT OR EXTEND EXISTING CONDUIT FOR ELECTRICAL SUPPLY.
2. PENETRATE FRP ENCLOSURE TO ALLOW CHEMICAL TUBING THROUGH, SEAL ALL AROUND.
3. CUT CHEMICAL CONTAINMENT PIPE TO ALLOW FRP ENCLOSURE COVERAGE.

SYMBOLS



REV.	DESCRIPTION	APP'D	DATE

SEAL:



01/2024

PREPARED BY:



1000 WILSHIRE BOULEVARD, SUITE 1690
LOS ANGELES, CA 90017
PHONE: 213-271-2300

DEPARTMENT OF PUBLIC WORKS
CITY OF CAMARILLO

TITLE	REVIEWED	DATE
TRAFFIC ENGINEER		
DIRECTOR, COMMUNITY DEVELOPMENT		
PRINCIPAL ENGINEER		
WATER SUPERINTENDENT		
WATER RECLAMATION SUPERINTENDENT		
PW MAINTENANCE SUPERINTENDENT		
PW WATER PROGRAM MANAGER		

NORTH PLEASANT VALLEY GROUNDWATER DESALTER PROJECT
WASHWATER RECOVERY UNIT COVER ADDITION
MECHANICAL PLANS AND SECTIONS

DRN BY: KRB DES BY: PS CK'D BY: MJ

CITY ENGINEER DEPARTMENT OF PUBLIC WORKS DATE
PROJECT EXPIRES: 12/31/2024

SPEC. NUMBER: WT-11-01 PROJ. NUMBER 154640

D-05-102A SHEET 05 OF 06



PHOTO 1
D-05-102A



PHOTO 2
D-05-102A

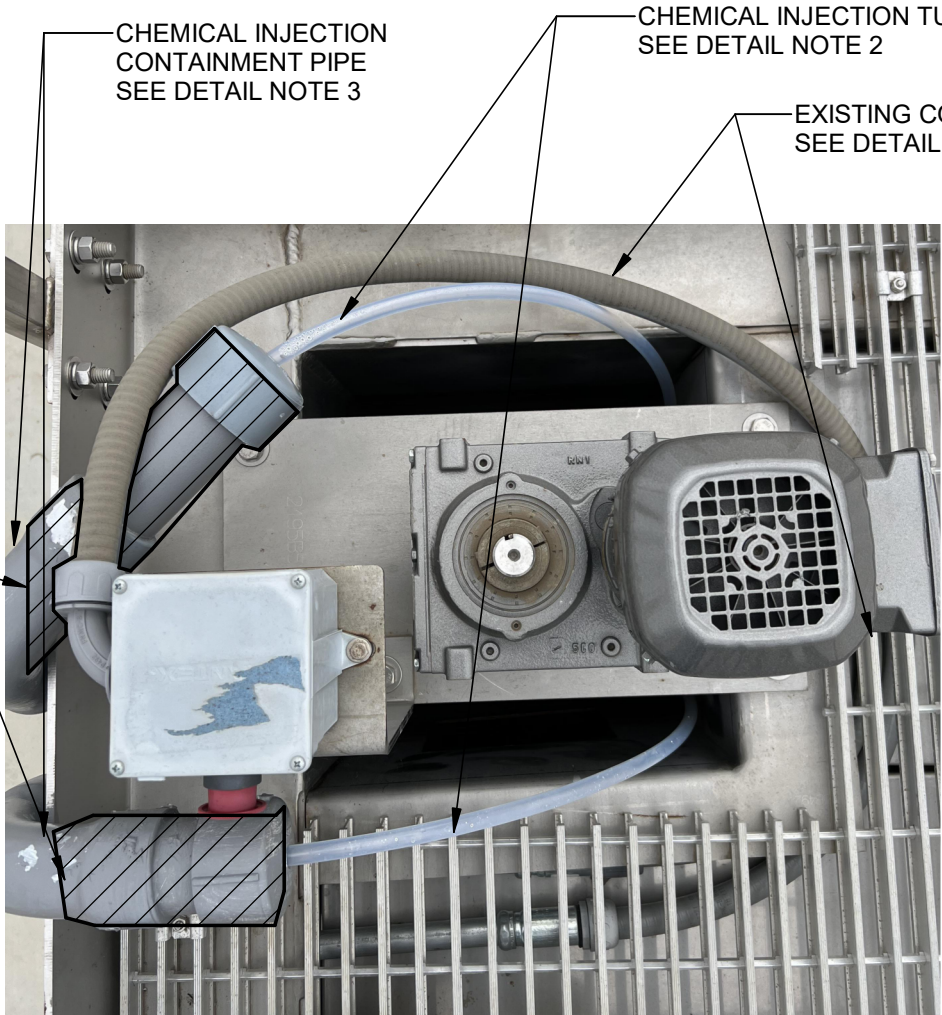
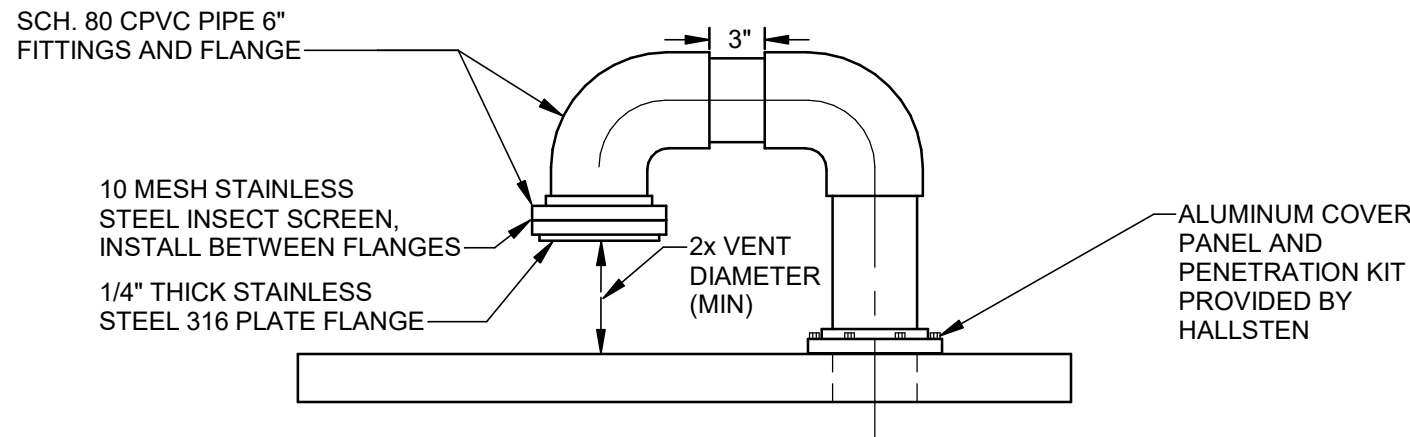
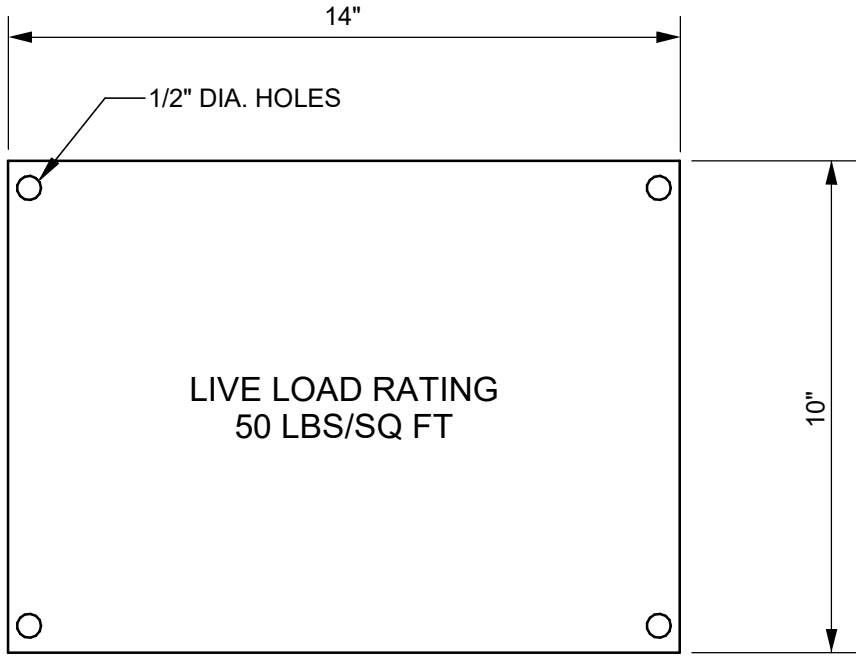


PHOTO 3
D-05-102A

RELOCATE CHEMICAL
CONTAINMENT PIPE END
CAP TO EDGE OF TANK.
CHEMICAL TUBING TO
EXTEND AND PENETRATE
THROUGH NEW FRP
ENCLOSURE. SEAL
PENETRATION WITH
GASKET



A
D-05-102A
GOOSENECK VENT
SCALE: NOT TO SCALE



NOTES:
1. LIVE LOAD SIGN SHALL BE BAKED ENAMEL ON STEEL
PLATE WITH WHITE LETTERING ON RED BACKGROUND.
B
D-05-102A
LIVE LOAD RATING SIGN
SCALE: NOT TO SCALE

GENERAL NOTES:

1. FIELD VERIFY ALL DIMENSIONS AND CONDITIONS.
2. ALUMINUM COVER SHALL BE SURFACE MOUNTED RECTANGULAR COVER MANUFACTURED BY HALLSTEN COMPANY.

DETAIL NOTES:

1. AS NECESSARY, ROTATE EQUIPMENT OR EXTEND EXISTING CONDUIT FOR ELECTRICAL SUPPLY
2. PENETRATE FRP ENCLOSURE TO ALLOW CHEMICAL TUBING THROUGH, SEAL ALL AROUND
3. CUT CHEMICAL CONTAINMENT PIPE TO ALLOW FRP ENCLOSURE COVERAGE

REV.	DESCRIPTION	APP'D	DATE
SEAL:			
01/2024			
PREPARED BY:			
1000 WILSHIRE BOULEVARD, SUITE 1690 LOS ANGELES, CA 90017 PHONE: 213-271-2300			
DEPARTMENT OF PUBLIC WORKS CITY OF CAMARILLO			
TITLE	REVIEWED	DATE	
TRAFFIC ENGINEER			
DIRECTOR, COMMUNITY DEVELOPMENT			
PRINCIPAL ENGINEER			
WATER SUPERINTENDENT			
WATER RECLAMATION SUPERINTENDENT			
PW MAINTENANCE SUPERINTENDENT			
STORMWATER PROGRAM MANAGER			
NORTH PLEASANT VALLEY GROUNDWATER DESALTER PROJECT WASHWATER RECOVERY UNIT COVER ADDITION MECHANICAL DETAILS			
DRN BY: KRB	DES BY: PS	CK'D BY: MJ	
APPROVED:			
CITY ENGINEER DEPARTMENT OF PUBLIC WORKS DATE			
POWER EXPIRES: 12/31/2024			
SPEC. NUMBER: WT-11-01	PROJ. NUMBER	154640	
D-05-501A	SHEET 06	OF 06	