

VENTURA RIVER WATER DISTRICT

OJAI CALIFORNIA



PROPOSAL & CONTRACT DOCUMENTS
SPECIFICATIONS & SPECIAL PROVISIONS

FOR

CONSTRUCTION OF

PARKER LANDSCAPE BERM

SPEC. NO. 2017-03

Approved By:



September 6, 2017

Bert J. Rapp

R.C.E.035326

Date

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NOTICE INVITING BIDS

FOR

PARKER LANDSCAPE BERM

PUBLIC NOTICE IS HEREBY GIVEN that the VENTURA RIVER WATER DISTRICT as Agency, invites sealed bids for the above stated project and will receive such bids in the office of the District, 409 Old Baldwin Road, Ojai, California, 93023 up to the hour of 2:00 P.M. on Tuesday, the 19th day of September, 2017, at which time they will be publicly opened and read. The work consists of constructing a landscape berm using soil on site located at 575 Highland Drive, Ojai.

The estimated cost is \$5,000.

Free electronic copy of the specifications may be obtained by access to the District's website: www.VenturaRiverWD.com. Prospective bidders may obtain one free copy of the specifications at:

VENTURA RIVER WATER DISTRICT
409 Old Baldwin Road
Ojai, CA 93023.

In accordance with the provisions of Section 1770 of the California Labor Code, the District has ascertained the general prevailing rates of wages applicable to the work to be done. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the specified rates to all laborers and mechanics employed by him in the execution of the contract. The wage scale can be obtained from the California Labor Relations Board website: <http://www.dir.ca.gov/dlsr/pwd/determinations>.

APWA-AGC "Green Book" of Standard Specifications for Public Works Construction (SSPWC), 2015 Edition with Supplement of Standard Plans for Public Works Construction (SSPWC), 2015 Edition as referred to by said documents, may be purchased at B.N.I. Publications at 1612 S. Clementine Street, Anaheim, CA 92802; Phone: 1-(800)-873-6397 or 1-(888)-BNI-BOOKS.

Contractor and subcontractors must be registered with the Department of Industrial Relations prior to bid time and shall be verified during bid verification processes.

Bids must be prepared on the approved Proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside, "PARKER LANDSCAPE BERM", "DO NOT OPEN WITH REGULAR MAIL".

California general prevailing wages rates for construction can be obtained from the following Website: <http://www.dir.ca.gov/DLSR/PWD/index.htm>

PROPOSAL
FOR
PARKER LANDSCAPE BERM

LOCATED IN
OJAI, CALIFORNIA

SPECIFICATION INCLUDING 1 SHEETS OF CONSTRUCTION DRAWINGS.

A NON-MANDATORY PRE-BID MEETING WILL BE HELD ON TUESDAY SEPTEMBER 12, 2017 AT 9:00 A.M. AT 575 HIGHLAND DRIVE, OJAI.

BID OPENING WILL BE TUESDAY, SEPTEMBER 10, 2017 AT 2:00 P.M. at/to 409 OLD BALDWIN ROAD, OJAI, CA 93023

COMPLETION TIME IS **10** WORKING DAYS (SEE GREENBOOK SECTION 6-7).

LIQUIDATED DAMAGES WILL BE \$100 PER CALENDAR DAY BEGINNING ON THE TWENTY-FIFTH DAY. (SEE GREENBOOK SECTION 6-9).

LIABILITY INSURANCE CLASS REQUIRED PER SECTION 7-3.

BIDDER SHALL COMPLETE			
NAME:			
MAILING ADDRESS:			
CITY:	STATE:	ZIP CODE:	
TELEPHONE NUMBER:			

PROPOSAL
Instruction to Bidders

1. **SITE INSPECTION.** Personally visit the worksite before submitting your bid to ascertain the existence of any surface or subsurface conditions affecting the cost of the work. Site visit(s) must be coordinated with District Staff.
2. **MODIFICATION AND INTERPRETATION.** Carefully review the plans and specifications for any errors, omissions, or ambiguities. If you discover any, notify the District far enough in advance of the bid opening to allow time for the issuance of appropriate written addenda. Written addenda shall be the sole means for modifying the plans and/or specifications prior to the bid opening. The Agency shall not be bound by oral communications purportedly modifying or interpreting the plans and/or specifications regardless of when or by whom such oral communications are made and you should not rely upon such oral communications in preparing your bid.
3. **BID ITEMS.** State in figures the unit prices, lump sum prices and extensions as indicated which shall be the prices for which you propose to supply all materials and services and perform all work required by the plans and specifications. All items described are to be construed as complete and in place. Include in the bid amount for items listed on the proposal form the cost of performing all work shown on the plans or required by the specifications for which a specific bid item is not provided. Bid on all items listed under Schedule of Work and Prices unless otherwise indicated in the proposal form.
4. **SIGNING OF BID.** Fill in all indicated blanks in this proposal using typewriter or ink and sign with ink. Proposals signed by an agent other than an owner, partner or corporate officer shall be accompanied by a power-of-attorney. Proposal form must be dated.
5. **BID FORM NOT TO BE ALTERED.** Do not change the wording of this proposal. Any additions, deletions, conditions, limitations or provisions by the bidder will render the proposal irregular and may cause its rejection.
6. **CORRECTING BID.** Explain over your signature any erasures or deletions of information entered by the bidder in this proposal. Modifications submitted separately from this form will not be accepted.
7. **SUBMITTING BID.** Submit your bid on one copy only of this proposal form, with addenda acknowledged by inserting the addenda numbers on the last page of this proposal and with bid guarantee attached, in a sealed envelope addressed to: Bert Rapp, General Manager, VENTURA RIVER WATER DISTRICT, 409 Old Baldwin Road, Ojai, CA 93023. The envelope must show the project title and the bidder's name and address. Do not return plans and specifications, or enclose other documents in this bid envelope. Late bids will not be opened or considered. Bids must be on this form.
8. **IMPORTANT:** Proposals received that are not signed will not be considered.

9. **TIME OF BID CLOSURE.** Bids will not be accepted after the closing time. The time used is local standard time as shown on the wall clock in the District Board Room. Potential bidders should note that other clocks in the building may not be set to the correct time and should not be relied upon.
10. **DELIVERY OF BID.** Bids delivered in person must be delivered to the VENTURA RIVER WATER DISTRICT office at 409 Old Baldwin Road, Ojai, CA 93023.
11. **MAILED BIDS.** Bids received on the bid opening date will be considered to have been delivered on time, whether or not actually delivered on time. Special delivery mail will not assure timely delivery to the District and has, on occasion, slowed delivery. Registered and certified mail usually slows delivery. Bidder is responsible for mailing bid early enough to insure delivery to the District on time. Telegraphic bids or modifications will not be considered.
12. **WITHDRAWAL OF PROPOSAL.** Proposals may be withdrawn by the bidder prior to the time stated for opening bids upon written request, signed by the bidder or his authorized agent.
13. **ERRORS.** Bidder will not be released on account of errors. Where a discrepancy occurs between unit prices and totals, the unit price shall govern in computing the total. If a unit price is omitted, it will be determined from the item total, if entered. If both the unit price and line total for any item are omitted, the bid will be considered non-responsive in accordance with Paragraph 4 above. If the total Bid Price is not equal to the sum of the Item Totals (as corrected) the Total Bid Price will be corrected. If no monetary symbol (\$ or ¢) is entered with a unit price, lump sum or extension, a dollar sign will be assumed to be the bidder's intent.
14. **LABOR COMPLIANCE MONITORING.** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
15. The Prime Contractor shall post job site notices prescribed by regulation. (See 8 California Code Regulation section 16451(d) for notice that previously was required for projects monitored by the Compliance Monitoring Unit.

PROPOSAL

I, the person whose signature is affixed to the last page of this proposal, submit this proposal to the Board of the VENTURA RIVER WATER DISTRICT and hereby declare:

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

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

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

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

Vender's Name _____

PROPOSAL

Schedule of work and prices for PARKER LANDSCAPE BERM:

#	Qty.	Item Description	Payment Ref.	Unit-Prices	Item Total (In Figures)
1.	1 LS	Landscape Berm	701-3		
2.	1 LS	Dust Control	701-3		
3.	LS	Release on Contract	9 - 4		\$1.00
Total Amount Bid					

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

Number	Dated

Call (805) 646-3403 or visit www.VenturaRiverWD.com/news-and-events to determine addenda that have been issued.

I make the above proposal and certify or declare under penalty of perjury under the laws of the State of California that the statements made on Page 7 of this Proposal, and below my signature, are true and correct.

Dated: _____

Signature: _____

At: _____
 (City and State)

Position: _____
 (Sole Owner, Partner, President, etc.)

License No. : _____

Company Name: _____

License Classification: _____

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

License Expiration
 Date: _____

AGREEMENT

PARKER LANDSCAPE BERM

THIS AGREEMENT, made and entered into this _____ day of _____ in the year 2017 by and between the VENTURA RIVER WATER DISTRICT, hereinafter designated as the District, and _____ hereinafter designated as the Contractor.

WITNESSETH: That the parties hereto do mutually agree as follows with respect to the project known as PARKER LANDSCAPE BERM.

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

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

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

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

Communications regarding this contract shall be sent to the following parties:

AGENCY:
Bert J. Rapp P.E. General Manager
VENTURA RIVER WATER DISTRICT
409 Old Baldwin Road
Ojai, CA 93023
(805) 646-3403

CONTRACTOR:

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

VENTURA RIVER WATER DISTRICT

By: _____
General Manager

Dated: _____, 2017

CONTRACTOR

By: _____
Title

Dated: _____, 2017

**PART 1
GENERAL PROVISIONS**

The “General Provisions” of the APWA-AGC “Green Book” of Standard Specifications for Public Works Construction, 2015 (the “SSPWC”) controls this project and are incorporated herein. The following special provisions supplement or modify those General Provisions of the SSPWC for this project, and where inconsistent with the SSPWC provisions, these special provisions supersede and take precedence.

The General Provisions of the SSPWC are hereby modified and revised as follows:

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-2 DEFINITIONS

1-2.1 Add Additional Definitions to section 1-2 as follows:

Board–Board of Directors of the VENTURA RIVER WATER DISTRICT.

District–VENTURA RIVER WATER DISTRICT.

Engineer–the General Manager, or his duly authorized representative.

General Manager–the person holding the position or acting in the capacity of General Manager of the VENTURA RIVER WATER DISTRICT.

Owner–Same meaning as Agency

Specifications–Shall include these modifications to the General Provisions, the Special Provisions and the applicable portions of the Standard Specifications. The form of these Specifications is intended to provide for all of the work performed for VENTURA RIVER WATER DISTRICT.

6-13 ADD CONTRACTOR’S WORK HOURS TO SECTION 6, AS FOLLOWS:

6-13.1 Working Hours Limitations. Except as otherwise specified, no work shall be performed by the Contractor at the project site between the hours of 7:00 p.m. and 7:00 a.m. the following day, nor shall work be performed on Saturdays or Sundays.

7-3 DELETE LIABILITY INSURANCE AND INSERT THE FOLLOWING:

7-3.1 Independence of Contractor. Contractor is an independent contractor and is not an agent or employee of the Agency.

7-3.2 Indemnification and Hold Harmless Clause. All activities arising out of or relating to the performance of the work covered by this Contract shall be at the risk of Contractor. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Agency, including all of their boards, agencies, departments, offices, employees, agents and volunteers, against any and all claims, suits, actions legal or administrative proceedings, judgments, debts, demands, damages, including injury or death to any person or persons and damage to any property including loss of use resulting therefrom, incidental and consequential damages, liabilities, interest, costs, attorneys’ fees and expenses of whatsoever kind of nature, whether arising before, during

or after commencement of completion of this Contract, whether against Contractor, or Agency, which are in any manner directly in whole or in part, through any act, omission, fault or negligence, whether active or passive, of Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable in connection with or incident to the Contract, even though the same may have resulted from the joint, concurring or contributory negligence, whether active or passive, of Agency, or any other person or persons, unless the same be caused by the sole negligence or willful misconduct of Agency or VENTURA RIVER WATER DISTRICT.

7-4 DELETE WORKERS COMPENSATION INSURANCE AND INSERT THE FOLLOWING:

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

7-4.1 Workers' Compensation Insurance.

Workers' Compensation coverage, in full compliance with Labor Code 3800, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000. The Agency, its officers, employees or consultants, will not be responsible for any claims in law or equity occasioned by failure of Contractor to comply with this paragraph.

7-4.1.2 Before execution of the contract by Agency, Contractor shall file with the Engineer the following signed certification:

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

7-4.2 Commercial General Liability Insurance

7-4.2.1 "Occurrence" coverage in the minimum amount of:

COVERAGE

\$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$1,000,000 aggregate

7-4.3 Commercial Automobile Liability Insurance. Coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles. Uninsured/Underinsured Motorists coverage in the minimum of \$1,000,000 where there are owned vehicles.

Contractor must have on file evidence of auto insurance in the minimum amount of \$1,000,000 CSL bodily injury and property damage for all employees and volunteers associated with the contract.

7-4.4 Property Insurance. Contractor shall arrange for his own "Course of Construction" insurance on the project to protect his interests, as Agency does not have this coverage.

Contractor is responsible for delivering to Agency work completed in accordance with the contract except as provided in Subsection 4.1.2.1 (Acts of God). Should the work being construction be damaged by fire or other causes during construction, it shall be replaced

by Contractor in accordance with the requirements of the plans and specifications without additional expense to Agency.

7-4.5.5 The Agency, including all of its Councils, agencies, departments, offices, consultants, employees, agents and volunteers, shall be named as Additional Insured as respects work done by Contractor under the terms of the contract on all policies required (except Workers' Compensation).

7-4.5.7 Contractor shall provide Agency with the following insurance documents prior to execution of the contract by Agency.

1. Certificates of Insurance for all required coverage's (see Standard Specification Appendix for example).
2. Additional Named Insured endorsements

INSURANCE CERTIFICATE & ENDORSEMENT

CONTENTS

- A - Sample Certificate of Insurance
- B - Insurance Special Endorsement: naming District as additional insured.

ACCORD SAMPLE CERTIFICATE OF LIABILITY INSURANCE		12/22/12									
PRODUCER Montgomery Fansier Carlson & Valois Insurance Services P. O. Box 1469 Santa Barbara, CA 93102	LAD	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE									
INSURED John Doe Const. Inc. First Street Ojai, CA 93015		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Company</td> <td style="width: 10%; text-align: center;">A</td> <td style="width: 60%;">Acceptance Insurance Company</td> </tr> <tr> <td>Company</td> <td style="text-align: center;">B</td> <td>Fidelity and Guaranty Ins. Co.</td> </tr> <tr> <td>Company</td> <td style="text-align: center;">C</td> <td>California Indemnity Insurance</td> </tr> </table>	Company	A	Acceptance Insurance Company	Company	B	Fidelity and Guaranty Ins. Co.	Company	C	California Indemnity Insurance
Company	A	Acceptance Insurance Company									
Company	B	Fidelity and Guaranty Ins. Co.									
Company	C	California Indemnity Insurance									
COVERAGES											

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
A	GENERAL LIABILITY	D97CM0603	10/01/97	10/01/98	BODILY INJURY PCC	\$		
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				BODILY INJURY AGG	\$		
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS				PROPERTY DAMAGE CCC	\$		
	<input checked="" type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE AGG	\$		
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATION				BI & PD COMBINED CCC	\$ 1,000,000		
	<input checked="" type="checkbox"/> CONTRACTUAL				BI & PD COMBINED AGG	\$ 1,000,000		
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACT				PERSONAL INJURY AGG	\$ 1,000,000		
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE							
	<input checked="" type="checkbox"/> PERSONAL INJURY							
B	AUTOMOBILE LIABILITY	ICP30025566001	01/01/97	01/01/98	BODILY INJURY (Per Person)	\$		
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per Accident)	\$		
	<input checked="" type="checkbox"/> ALL OWNED AUTOS (Private Pass)				BODILY INJURY & PROPERTY DAMAGE COMBINED	\$1,000,000		
	<input checked="" type="checkbox"/> ALL OWNED AUTOS (Other than Private Passenger)							
	<input checked="" type="checkbox"/> HIRED AUTOS							
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							
	<input checked="" type="checkbox"/> GARAGE LIABILITY							
	EXCESS LIABILITY				EACH OCCURRENCE	\$		
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$		
	<input type="checkbox"/> OTHER THAN UMBRELLA					\$		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N1046678A	01/01/97	01/01/98	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER		
	THE PROPRIETOR/PARTNERS/ EXECUTIVE OFFICERS ARE:				INCL		EL EACH ACCIDENT	\$ 1,000,000
					EXCL		EL DISEASE – POLICY LIMIT	\$ 1,000,000
							EL DISEASE – EA EMPLOYEE	\$ 1,000,000
	OTHER							

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Other General Liability Ins: XCU

RE: (Insert PARKER LANDSCAPE BERM)

Per attached form Certificate holder, its board, departments, offices and employees.

CERTIFICATE HOLDER	CANCELLATION: Ten Day Notice for Non Payment of Premium
VENTURA RIVER WATER DISTRICT 409 Old Baldwin Road Ojai, CA 93015	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

APPENDIX B

INSURANCE SPECIAL ENDORSEMENT

INSURED: _____

POLICY NUMBER: _____

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

VENTURA RIVER WATER DISTRICT, its officials, employees and agents

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work: for that insured by or for you.”

The insurance provided by this policy shall be primary as respects any claims related to the project. Any Insurance, self-insurance, or other coverage maintained by Ventura River Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it.

Authorized Signature
Agent or Broker

SPECIAL PROVISIONS

**PARKER LANDSCAPE BERM
SPECIAL PROVISIONS**

SECTION 700 GENERAL RESPONSIBILITIES OF THE CONTRACTOR

700-1 Scope

General responsibilities and miscellaneous administrative requirements shall be compiled with as specified in the Standard Specifications, the Plans, and these Special Provisions.

700-2 Pre-bid Meeting

A non-mandatory pre-bid meeting will be held Tuesday September 12, 2017 at 9:00 A.M. at the 575 Highland Drive, Ojai, California. The meeting will be held for the purpose of answering any questions concerning the project. None of the information conveyed at this meeting shall be construed by a prospective bidder, to in any way, to modify the plans and specifications. All changes shall be made in writing through addenda issued by the Agency. This meeting is not mandatory.

700-3 Emergency Information

The Contractor shall provide the following information in writing and submit it with the signed contract, contract bonds and duplicate insurance policy. Failure to comply may result in delays in the processing of the contract documents.

1. Name of authorized representative at the job site.
2. Address and telephone number where the above person can be reached.
3. Address of the nearest office of the Contractor, if any, and the name and telephone number of a person at that office who is familiar with the project.
4. Address and telephone number of the Contractor's main office and the name and telephone number of the person at that office familiar with the project.

700-8 Construction Water

Construction water will be provided at no charge to the Contractor from the Parker pump station where a garden hose may be connected. If a water truck is desired, it may be filled at a hydrant on Highland Drive or Sumac Drive.

700-9 Certified Payroll

The contractor shall submit certified payroll showing appropriate prevailing wages with each progress payment request.

700-12 Payment

Payment for "general responsibilities of the contractor" as required in this section shall be included in the contract unit price bid for various items of work. No additional compensation shall be made therefor.

701 LANDSCAPE BERM CONSTRUCTION REQUIREMENTS

701-1 General

This project involves the construction of a Landscape Berm. The contractor shall utilize the soil stockpiled on site. Compaction of the landscape berm shall be limited to wheel or track rolling.

Materials

701-1.1 Soil

The soil to be used to construct the Landscape berm shall be the soil indicated on the plans.

701-2 Methods

701-2.1 Compaction

The intention for the berm is to landscape it to hide a future water tank. Therefore only moderate compaction is desired and shall be limited to wheel rolling or track rolling the completed berm.

701-2.1 Dust Control

The Contractor shall provide dust control sufficient to prevent the discharge of dust from the site that would violate and Federal, State, or Ventura County regulations. The Contractor shall abate dust nuisance by spraying with water or other means as necessary. The contractor may use a garden hose from the Parker Pump Station or a water truck filled from a hydrant on Highland Drive or Sumac Drive. The Contractor shall not be charged for the water used on this project.

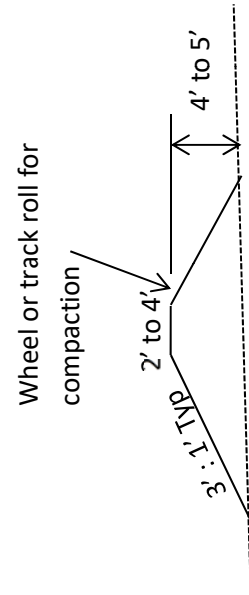
701-3 Measurement and Payment

The Landscape Berm and Dust Control shall not be measured, the work is being bid as Lump Sum and shall include full compensation for furnishing all labor, tools, equipment, materials, and incidentals, necessary to complete the work in accordance with the Plans and Specifications. No additional compensation shall be made therefor.

Parker Tank Site



Parker Tank #2 Landscape Berm



Typical Berm Section

September 6, 2017