

H.U.D. NO. WS-6-05-0289

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
LOPEZ WATER SUPPLY PROJECT
WATER DISTRIBUTION SYSTEM-UNIT 3
PLAN AND PROFILE
 STA. 568+80 TO STA. 582+00

▲ B.M. ELEV. 35.39
 40' SPIKE IN POWER POLE AT SOUTH END OF CURB-GUTTER AND SIDEWALK, FIRST POLE SOUTH OF "DAIRY QUEEN" BLDG.

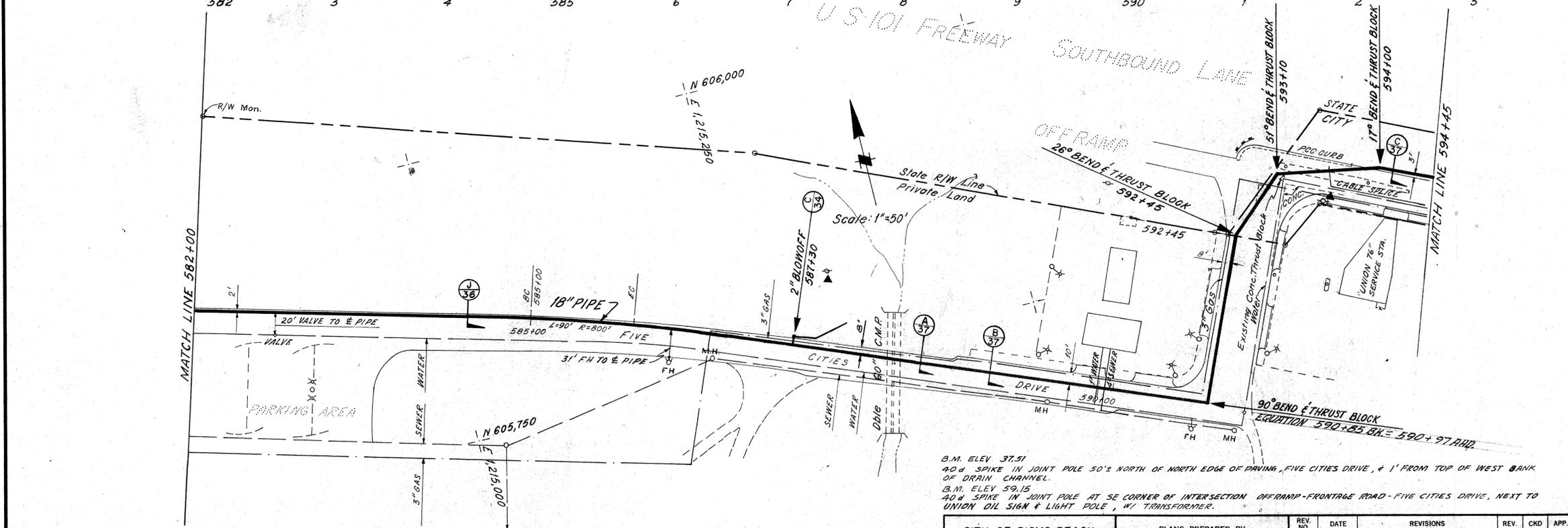
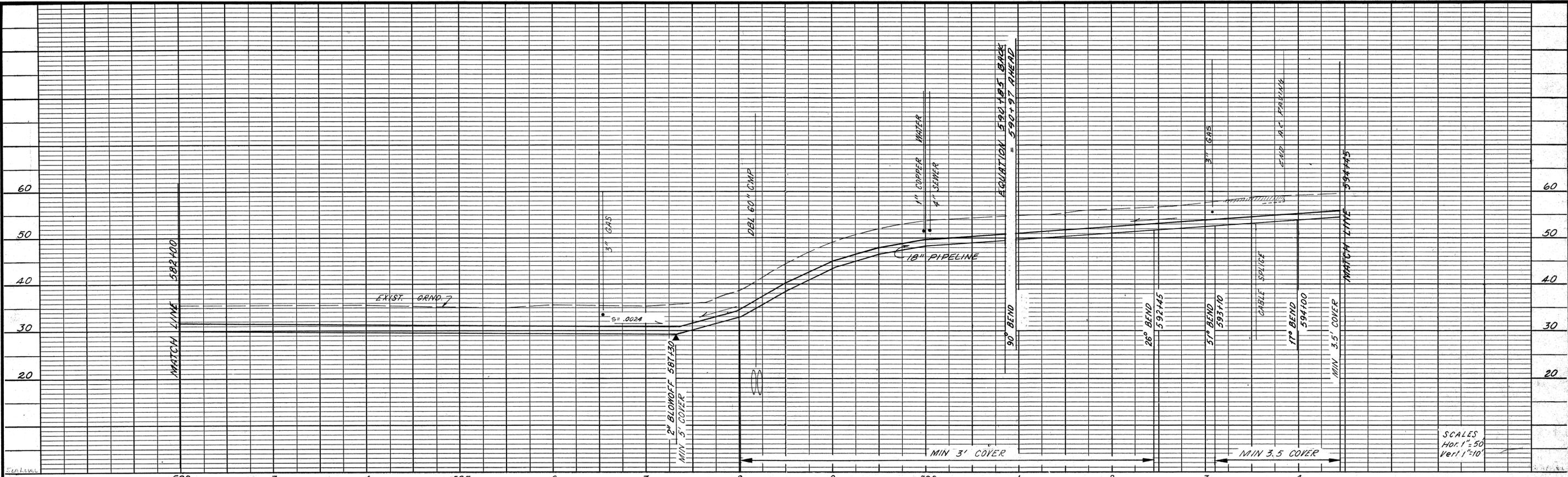
CITY OF PISMO BEACH
 DEPARTMENT OF PUBLIC WORKS
 APPROVED *[Signature]* 10-25-68
 BY *[Signature]*

PLANS PREPARED BY
KOEBIG & KOEBIG, INC.
 ENGINEERING-ARCHITECTURE
 PLANNING
 DATE 10-19-68
 BY *[Signature]*
 RCB 10651

REV. NO.	DATE	REVISIONS	REV.	CHKD.	APP.
		AS CONSTRUCTED	RWS	PD	PLA

RECOMMENDED *[Signature]* 10-21-68
 APPROVED *[Signature]*
 COUNTY HYDRAULIC ENGINEER
 R.C.E. NO. 10651
 DRAWN RWS TRACED WAF CHND AD DRWG SHEET 23 OF 43

N606 E215



B.M. ELEV 37.51
 40# SPIKE IN JOINT POLE 50' NORTH OF NORTH EDGE OF PAVING, FIVE CITIES DRIVE, 1' FROM TOP OF WEST BANK OF DRAIN CHANNEL.
 B.M. ELEV 59.15
 40# SPIKE IN JOINT POLE AT SE CORNER OF INTERSECTION OFF-RAMP-FRONTAGE ROAD-FIVE CITIES DRIVE, NEXT TO UNION OIL SIGN & LIGHT POLE, W/ TRANSFORMER.

CITY OF PISMO BEACH
 DEPARTMENT OF PUBLIC WORKS
 APPROVED *[Signature]* Oct 25, 1968
 BY *[Signature]*

PLANS PREPARED BY
 KOEBIG & KOEBIG, INC.
 ENGINEERING - ARCHITECTURE
 PLANNING
 DATE 10-12-68
 BY *[Signature]* RCE 10651

REV. NO.	DATE	REVISIONS	REV.	CHKD.	APP.
AS	CONSTRUCTED				

H.U.D. NO. WS-6-05-0289

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

LOPEZ WATER SUPPLY PROJECT

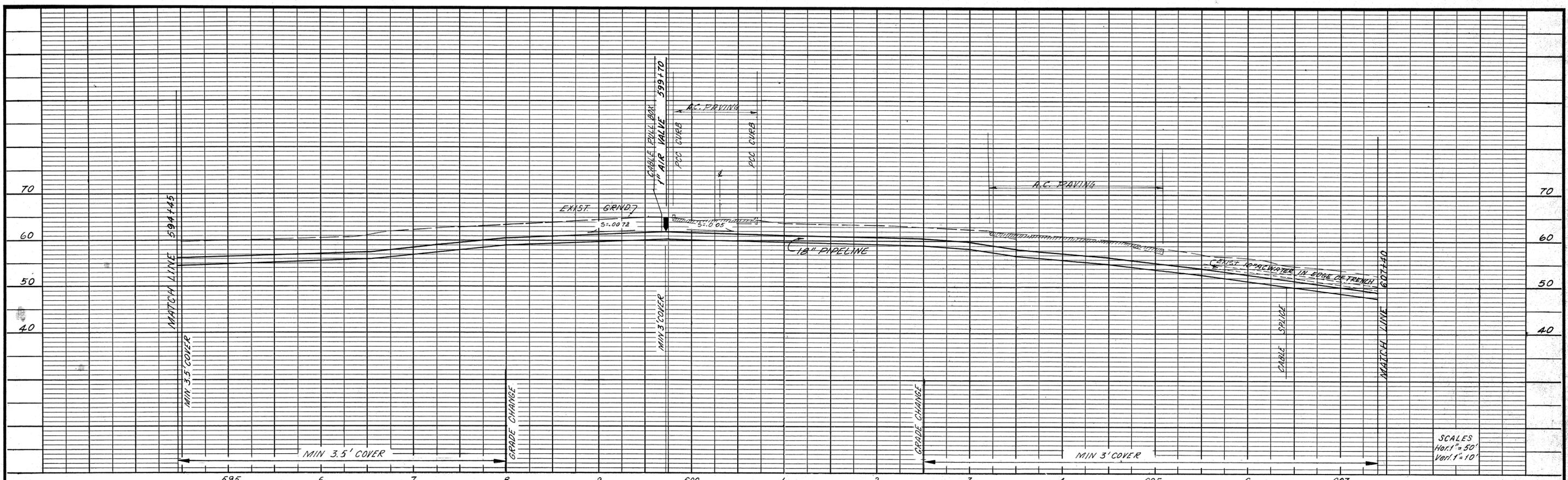
WATER DISTRIBUTION SYSTEM-UNIT 3

PLAN AND PROFILE

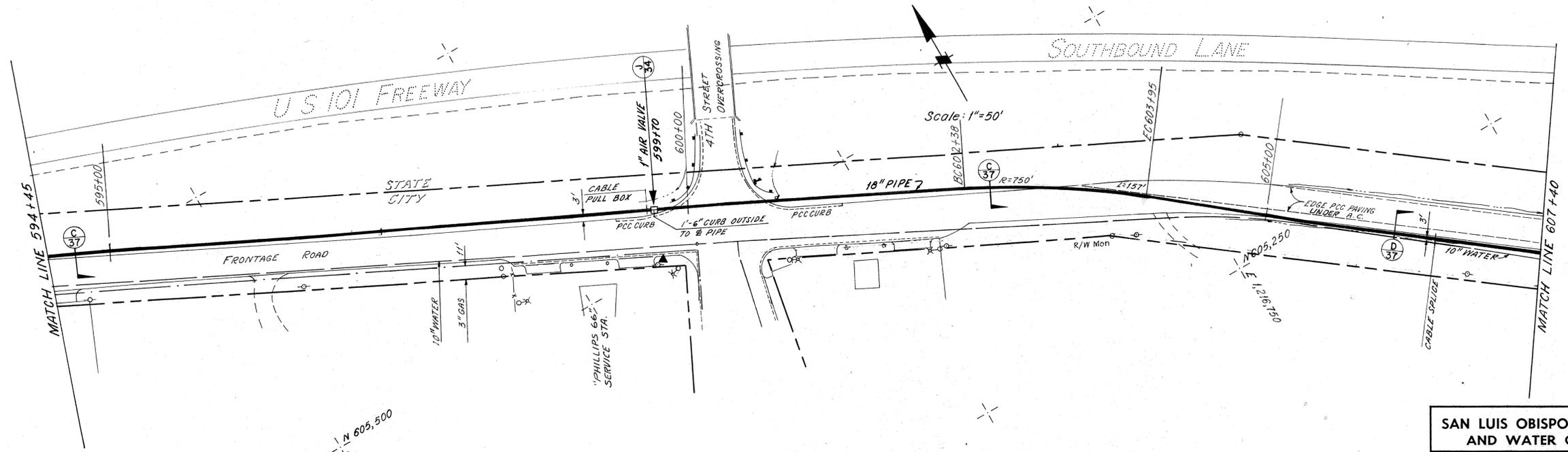
STA. 582+00 TO STA. 594+45

RECOMMENDED *[Signature]* 10-24-68
 APPROVED *[Signature]* COUNTY HYDRAULIC ENGINEER 10-21-68
 DRAWN RWS TRACED WAK CHKD AD DRWG SHEET 24 OF 43

N605 E216



SCALES
Hor. 1" = 50'
Ver. 1" = 10'



H.U.D. NO. WS-8-05-0289

▲ B.M. ELEV. 64.97
40" SPIKE IN JOINT ROLE NO. 8, SOUTHWEST CORNER INTERSECTION FRONTAGE ROAD WITH FOURTH STREET,
IN FRONT OF "PHILLIPS 66" SERVICE STATION.

CITY OF PISMO BEACH
DEPARTMENT OF PUBLIC WORKS
APPROVED *Oct 25, 1968*
BY *J. Elora*

PLANS PREPARED BY
KOBIG & KOBIG, INC.
ENGINEERING - ARCHITECTURE
PLANNING
DATE 10-13-68
BY *H. H. Frank*
P.C.E. 10687

REV. NO.	DATE	REVISIONS	REV.	CKD	APP.
		AS CONSTRUCTED	RWS	PD	JLB

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

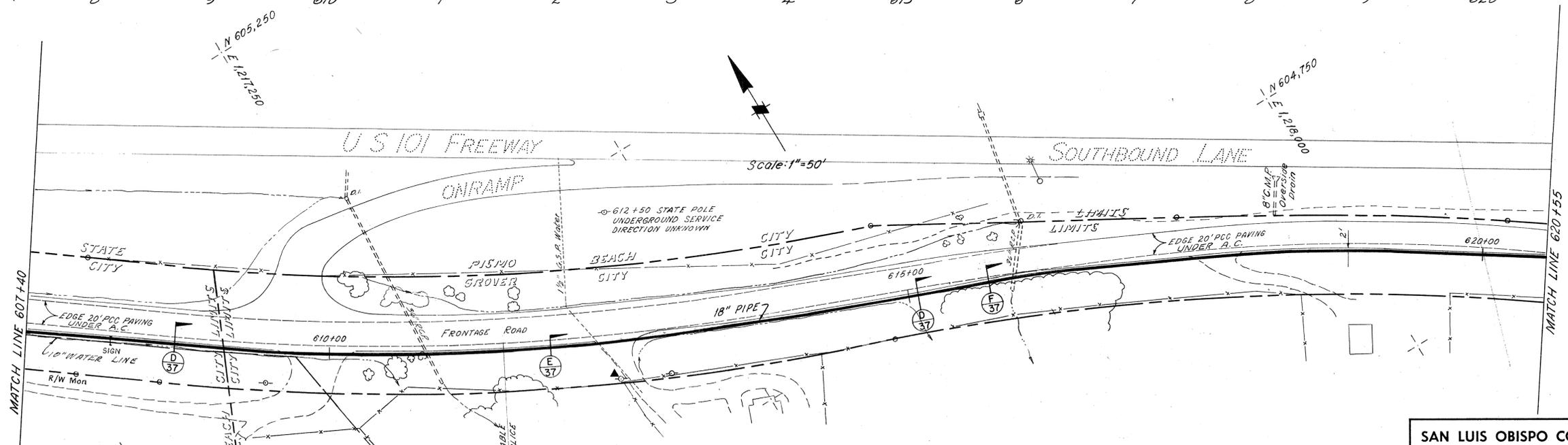
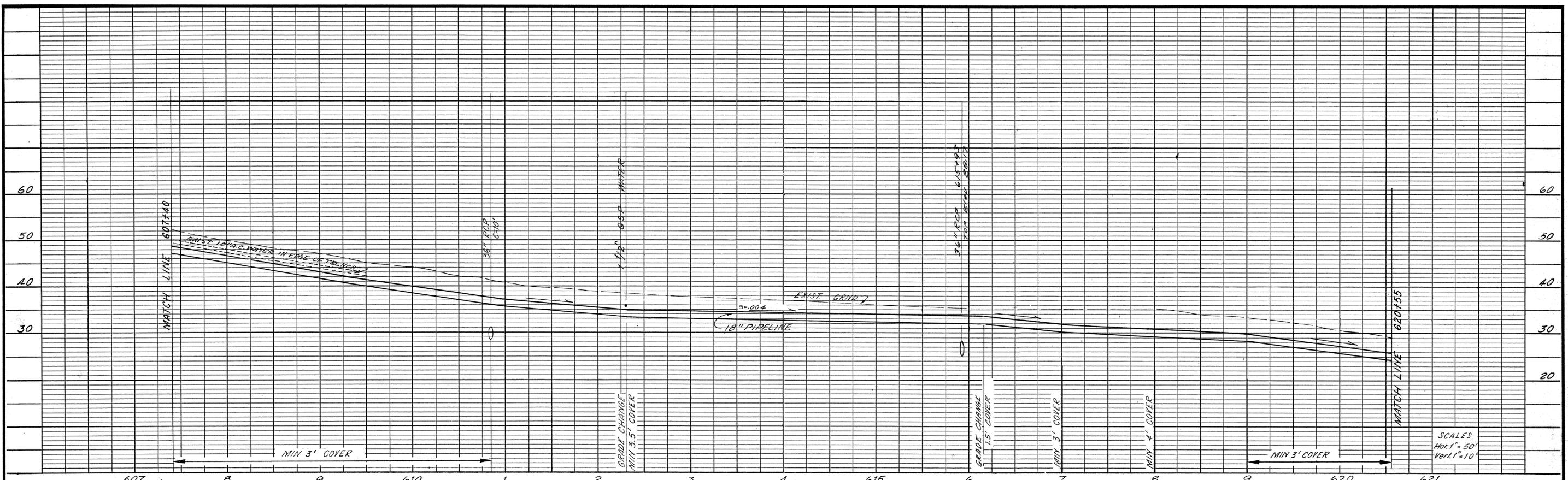
LOPEZ WATER SUPPLY PROJECT

WATER DISTRIBUTION SYSTEM-UNIT 3

PLAN AND PROFILE

STA. 594+45 TO STA. 607+40

RECOMMENDED *Richard A. Ryan* 10-21-68
APPROVED *Robert J. Boren* DATE 10-21-68
COUNTY HYDRAULIC ENGINEER
DRAWN RWS TRACED WAF CHKD PD DRWG SHEET 25 OF 43



▲ B.M. ELEV. 38.60
 40' SPIKE IN POWER POLE ON SOUTH SIDE OF FRONTAGE ROAD, WEST SIDE OF DIRT DRIVE TO YELLOW HOUSE, IN FRONT OF OLD BROKEN POLE BEING USED AS FENCE CORNER.

CITY OF GROVER CITY DEPARTMENT OF PUBLIC WORKS APPROVED <i>Oct 26</i> , 1968 BY <i>Morgan Page</i>	CITY OF PISMO BEACH DEPARTMENT OF PUBLIC WORKS APPROVED <i>Oct 25</i> , 1968 BY <i>J. E. Ross</i>	PLANS PREPARED BY KOEBIG & KOEBIG, INC. ENGINEERING - ARCHITECTURE PLANNING DATE <i>10-12-68</i> BY <i>H. A. ...</i> <i>R.C.E. 10651</i>
---	--	---

REV. NO.	DATE	REVISIONS	REV.	CKD	APP.
		<i>AS CONSTRUCTED</i>	<i>RWS</i>	<i>AD</i>	<i>RWS</i>

H. U. D. NO. WS-6-05.0289

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

LOPEZ WATER SUPPLY PROJECT

WATER DISTRIBUTION SYSTEM-UNIT 3

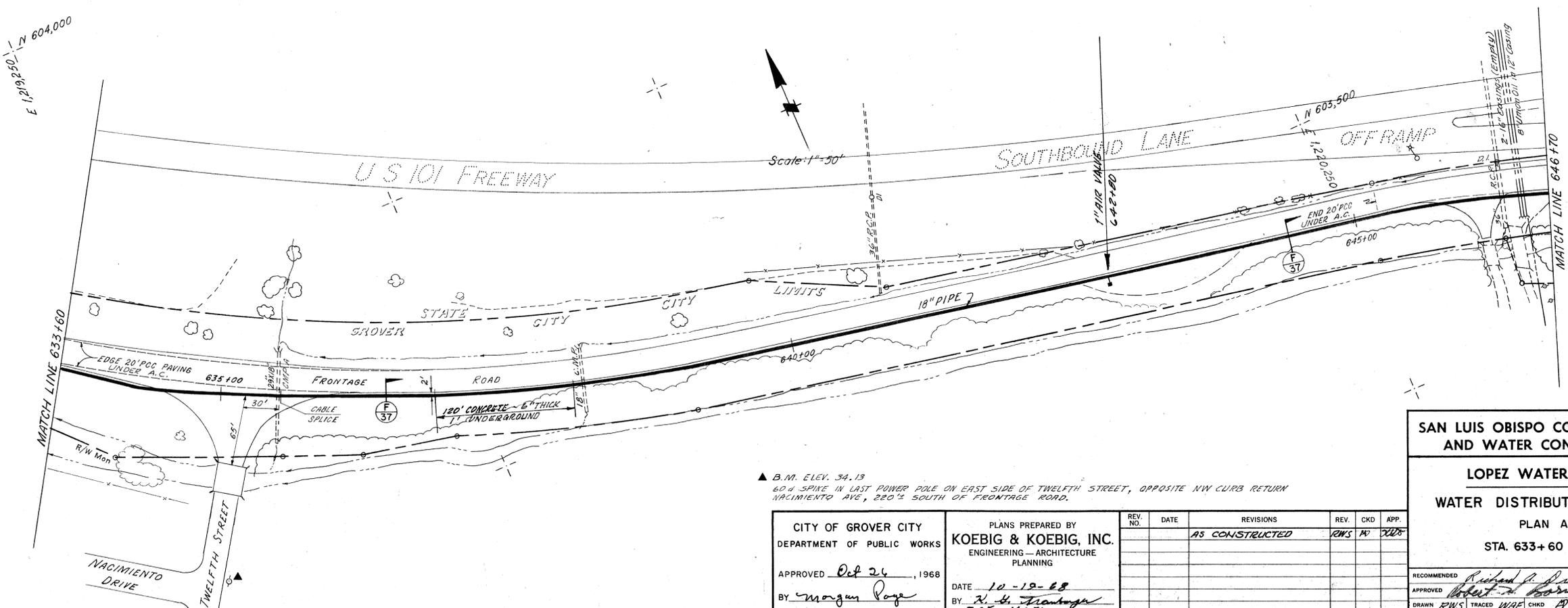
PLAN AND PROFILE

STA. 607+40 TO STA. 620+55

RECOMMENDED *Richard D. ...* DATE *10-21-68*
 APPROVED *Robert ...* COUNTY HYDRAULIC ENGINEER R.C.E. NO. 9634 DATE *10-21-68*
 DRAWN *RWS* TRACED *WAF* CHECKED *AD* DRAWN SHEET 26 OF 43



SCALES
 HOR. 1" = 50'
 VERT. 1" = 10'



H.U.D. NO. WS-6-05-0289

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

LOPEZ WATER SUPPLY PROJECT

WATER DISTRIBUTION SYSTEM-UNIT 3

PLAN AND PROFILE

STA. 633+60 TO STA. 646+70

RECOMMENDED: *Richard L. ...* 10-21-68
 APPROVED: *Robert ...* COUNTY HYDRAULIC ENGINEER R.C.E. NO. 21-68
 DRAWN: RWS TRACED: WAF CHKD: AD DRWG: SHEET 28 OF 43

▲ B.M. ELEV. 34.13
 604 SPIKE IN LAST POWER POLE ON EAST SIDE OF TWELFTH STREET, OPPOSITE NW CURB RETURN NACIMIENTO AVE., 280'± SOUTH OF FRONTAGE ROAD.

CITY OF GROVER CITY
 DEPARTMENT OF PUBLIC WORKS

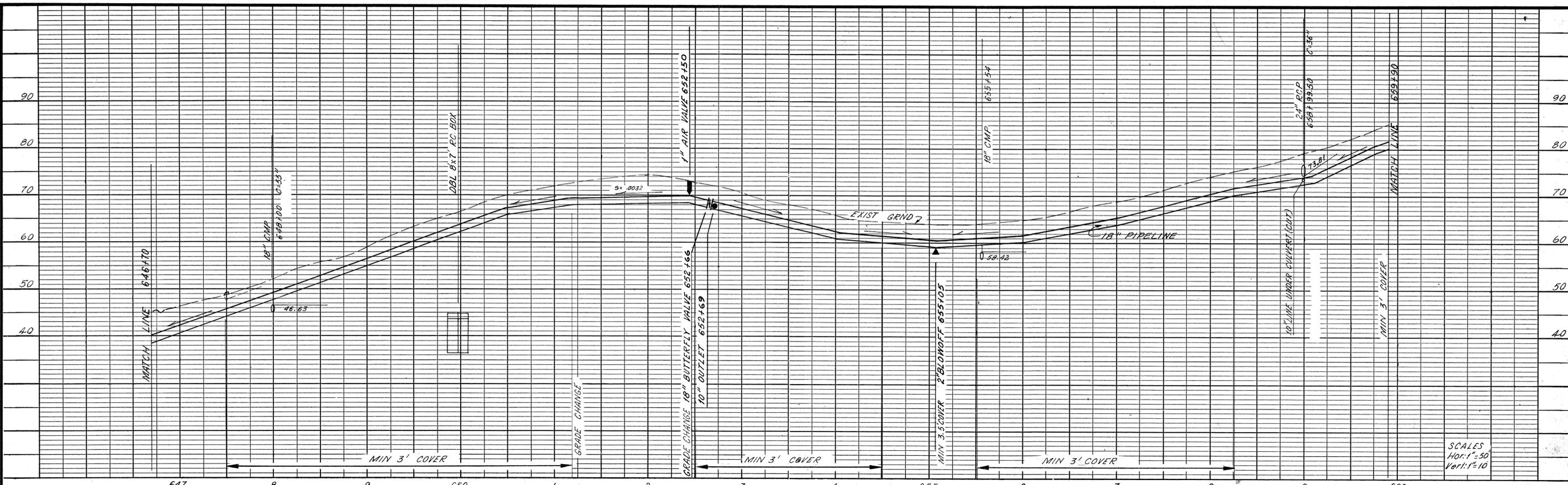
APPROVED: *Morgan Page* Oct 26, 1968
 BY: *Morgan Page*

PLANS PREPARED BY
KOEBIG & KOEBIG, INC.
 ENGINEERING - ARCHITECTURE
 PLANNING

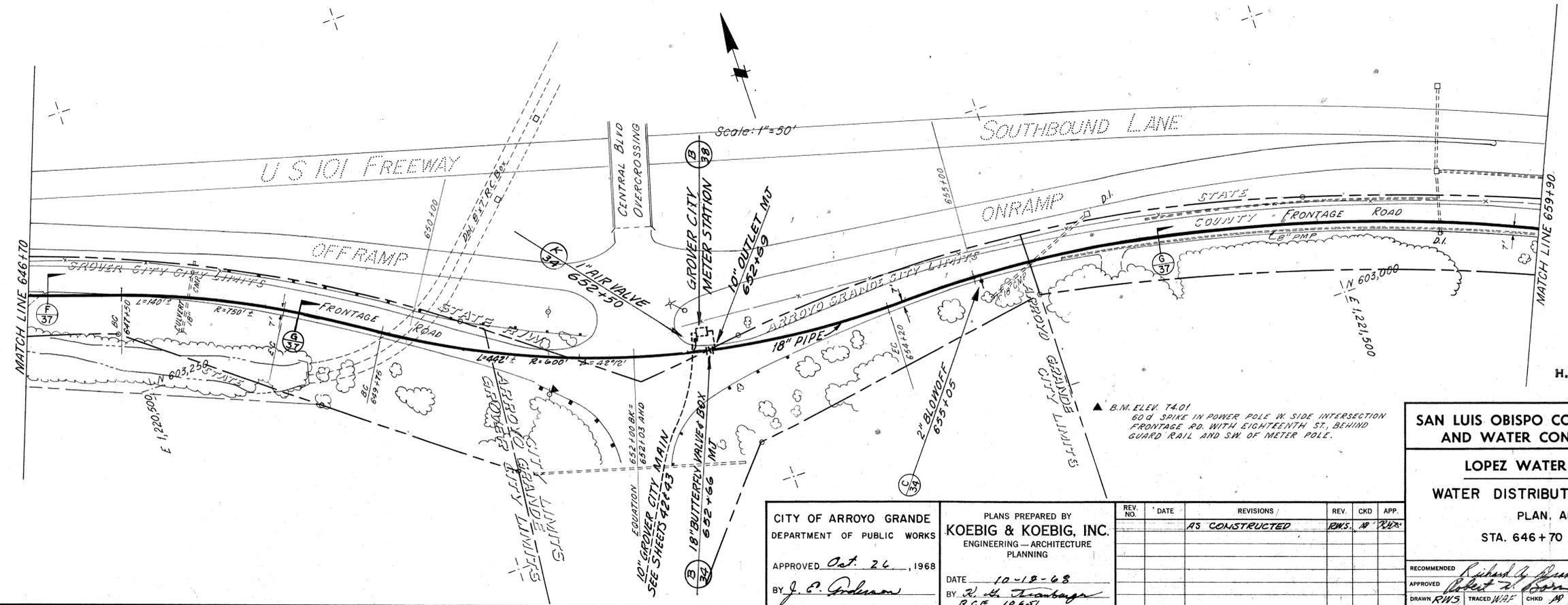
DATE: 10-19-68
 BY: *R.C.E. 10651*

REV. NO.	DATE	REVISIONS	REV.	CKD.	APP.
		AS CONSTRUCTED	RWS	W	10-21-68

N603 E221



SCALES
Hor: 1"=50'
Vert: 1"=10'



H.U.D. NO. WS-6-05-0289

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
LOPEZ WATER SUPPLY PROJECT
WATER DISTRIBUTION SYSTEM-UNIT 3
PLAN AND PROFILE
STA. 646+70 TO STA. 659+90

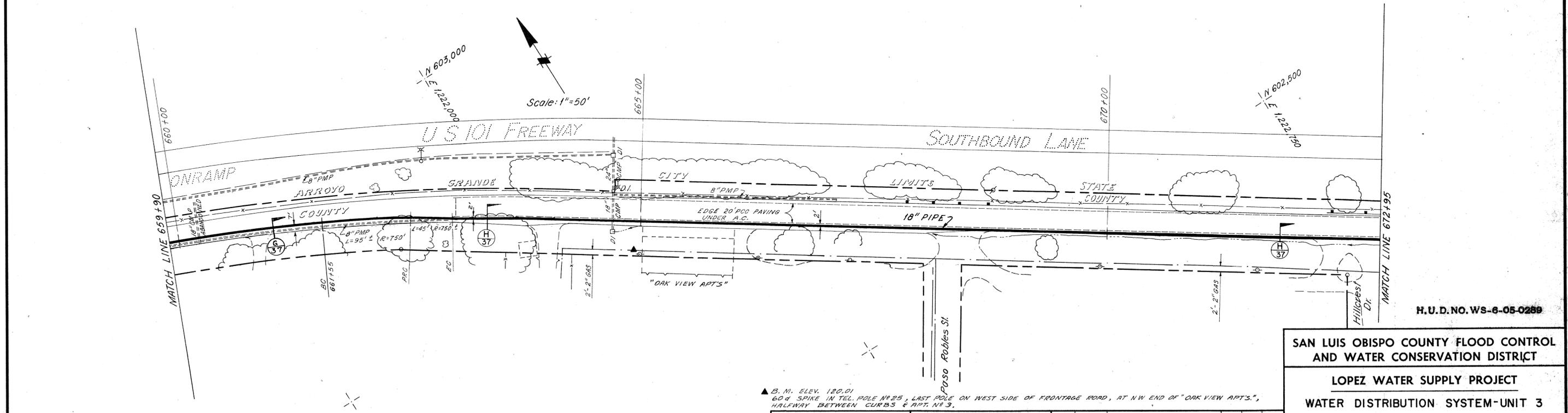
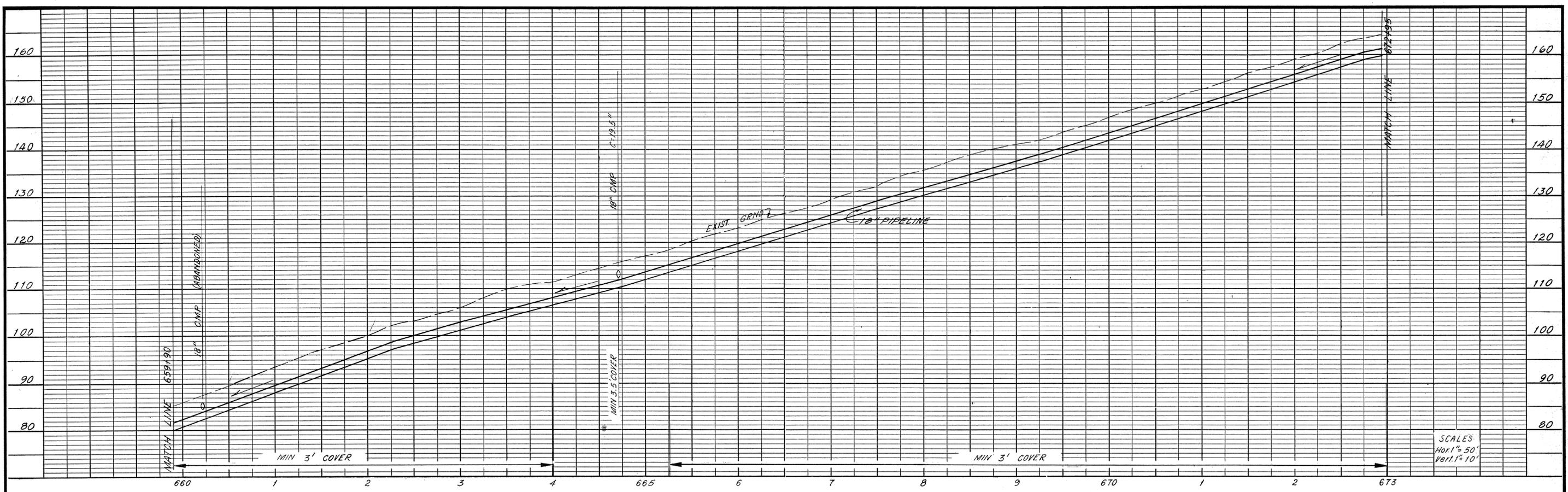
CITY OF ARROYO GRANDE
DEPARTMENT OF PUBLIC WORKS
APPROVED *Oct. 26*, 1968
BY *J. E. Johnson*

PLANS PREPARED BY
KOEBIG & KOEBIG, INC.
ENGINEERING - ARCHITECTURE
PLANNING
DATE *10-18-68*
BY *R. H. Thompson*
R.C.E. 10687

REV. NO.	DATE	REVISIONS	REV.	CHKD.	APP.
		AS CONSTRUCTED	RWS	W	RWS

RECOMMENDED *Richard G. ...* 10-21-68
APPROVED *Robert ...* COUNTY HYDRAULIC ENGINEER R.C.E. NO. 3614 10-21-68
DRAWN *RWS* TRACED *WAF* CHKD *W* DRWG SHEET 29 OF 43

N603 E222



▲ B. M. ELEV. 120.01
60' SPIKE IN TEL. POLE NO. 25, LAST POLE ON WEST SIDE OF FRONTAGE ROAD, AT NW END OF "OAK VIEW APTS.",
HALFWAY BETWEEN CURBS & APTS. NO. 3.

CITY OF ARROYO GRANDE
DEPARTMENT OF PUBLIC WORKS
APPROVED *Oct. 26*, 1968
BY *J. E. Anderson*

PLANS PREPARED BY
KOEBIG & KOEBIG, INC.
ENGINEERING - ARCHITECTURE
PLANNING
DATE *10-19-68*
BY *M. H. ...*
R.C.E. 10/21/68

REV. NO.	DATE	REVISIONS	REV.	CHKD.	APP.
		AS CONSTRUCTED	RWS	AD	...

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

LOPEZ WATER SUPPLY PROJECT

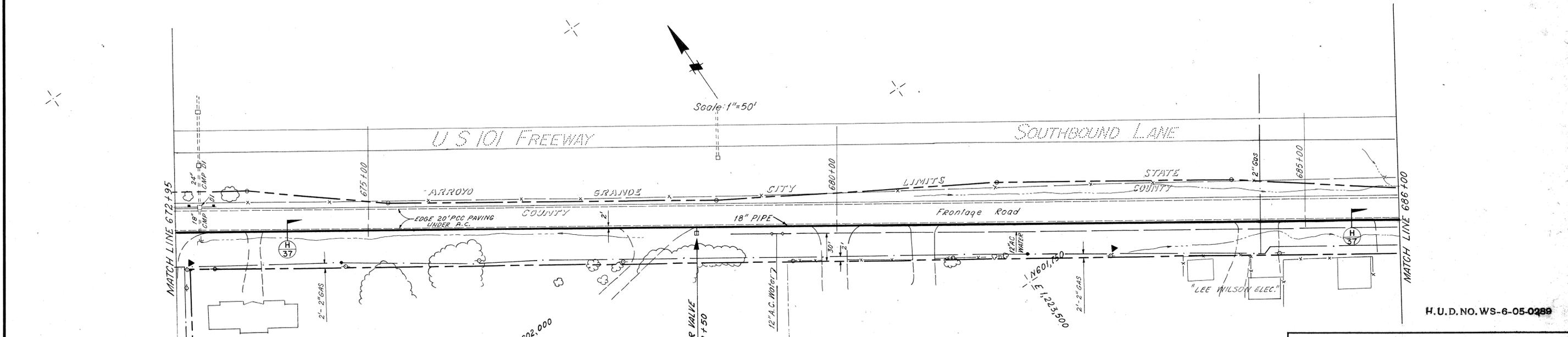
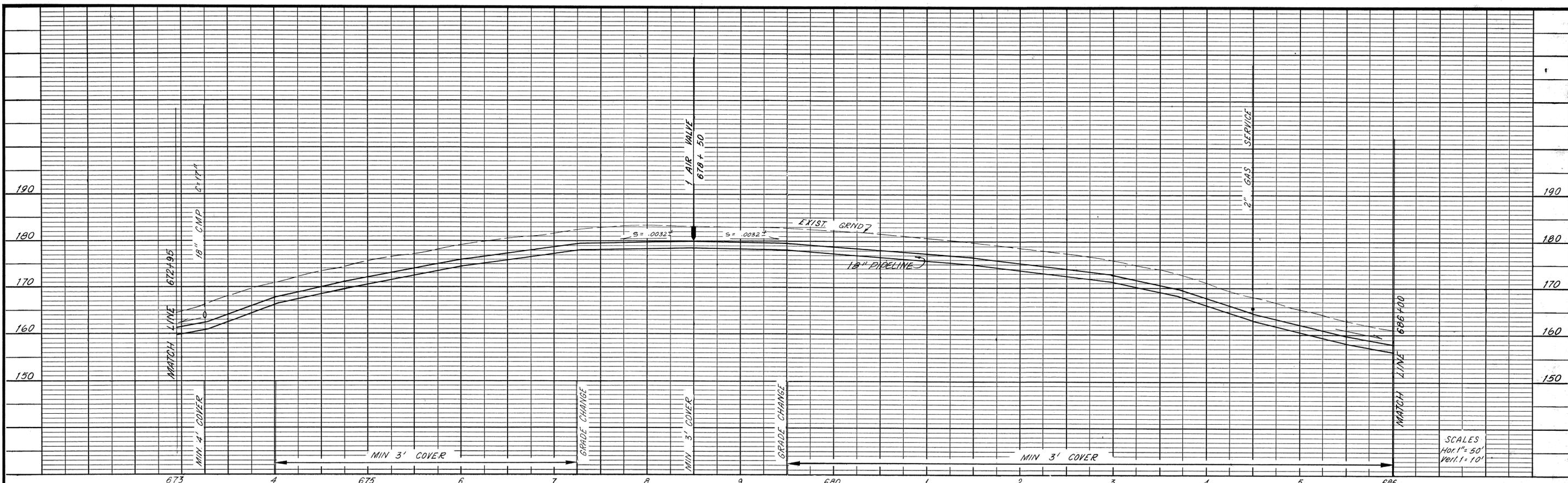
WATER DISTRIBUTION SYSTEM-UNIT 3

PLAN AND PROFILE

STA. 659+90 TO STA. 672+95

RECOMMENDED *Richard A. ...* DATE *10-21-68*
APPROVED *Robert ...* COUNTY HYDRAULIC ENGINEER DATE *10-21-68*
DRAWN *RWS* TRACED *WAF* CHKD *AD* DRWG SHEET **30** OF **43**

N602 E223



▼ B.M. ELEV. 175.34
604 SPIKE IN TEL. POLE NO 14, WEST SIDE FRONTAGE ROAD, FIRST POLE N.W. OF CHAIN LINK FENCE AROUND YARD OF "LEE WILSON, ELECTRICAL CONTRACTOR".

▼ B.M. ELEV. 171.33
604 SPIKE IN TEL. POLE NO 20, SOUTHWEST CORNER INTERSECTION HILLCREST DRIVE WITH FRONTAGE ROAD, POLE IS COLORED GREEN, NEXT TO "STOP" SIGN, BEHIND NAME SIGN.

CITY OF ARROYO GRANDE
DEPARTMENT OF PUBLIC WORKS

APPROVED *Oct 26*, 1968
BY *J. E. Pelusom*

PLANS PREPARED BY
KOEBIG & KOEBIG, INC.
ENGINEERING - ARCHITECTURE
PLANNING

DATE *10-19-68*
BY *R. H. Franke*
R.H.F. 10/21

REV. NO.	DATE	REVISIONS	REV.	CKD	APP.
		AS CONSTRUCTED	RWS	AD	

H. U. D. NO. WS-6-05-0289

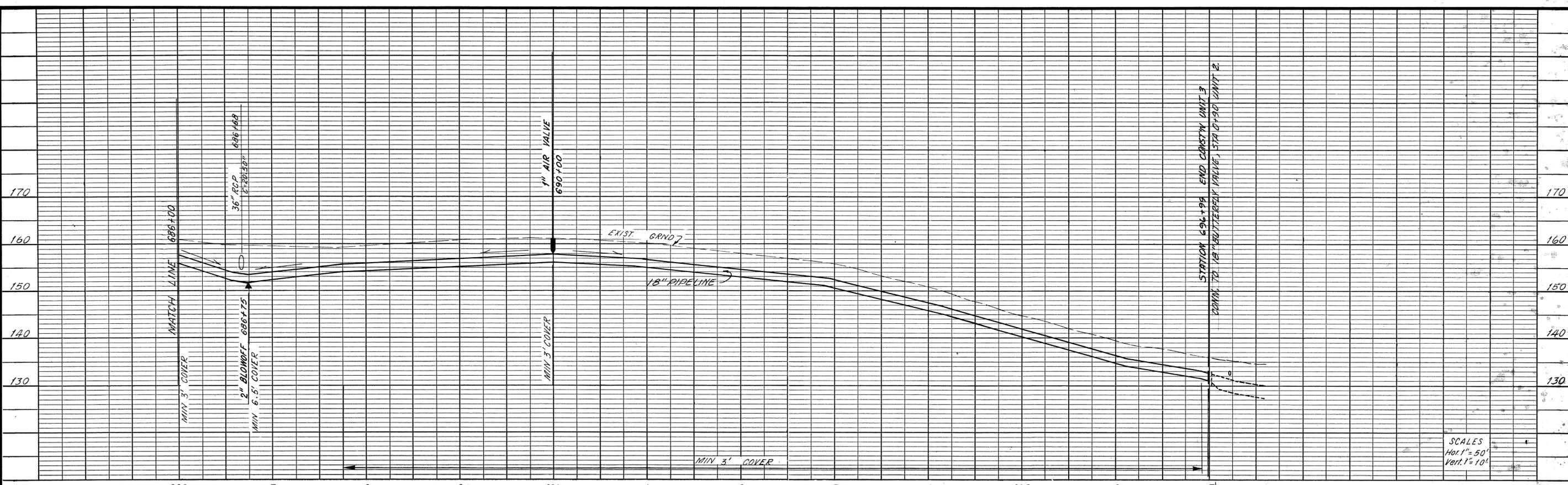
SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

LOPEZ WATER SUPPLY PROJECT

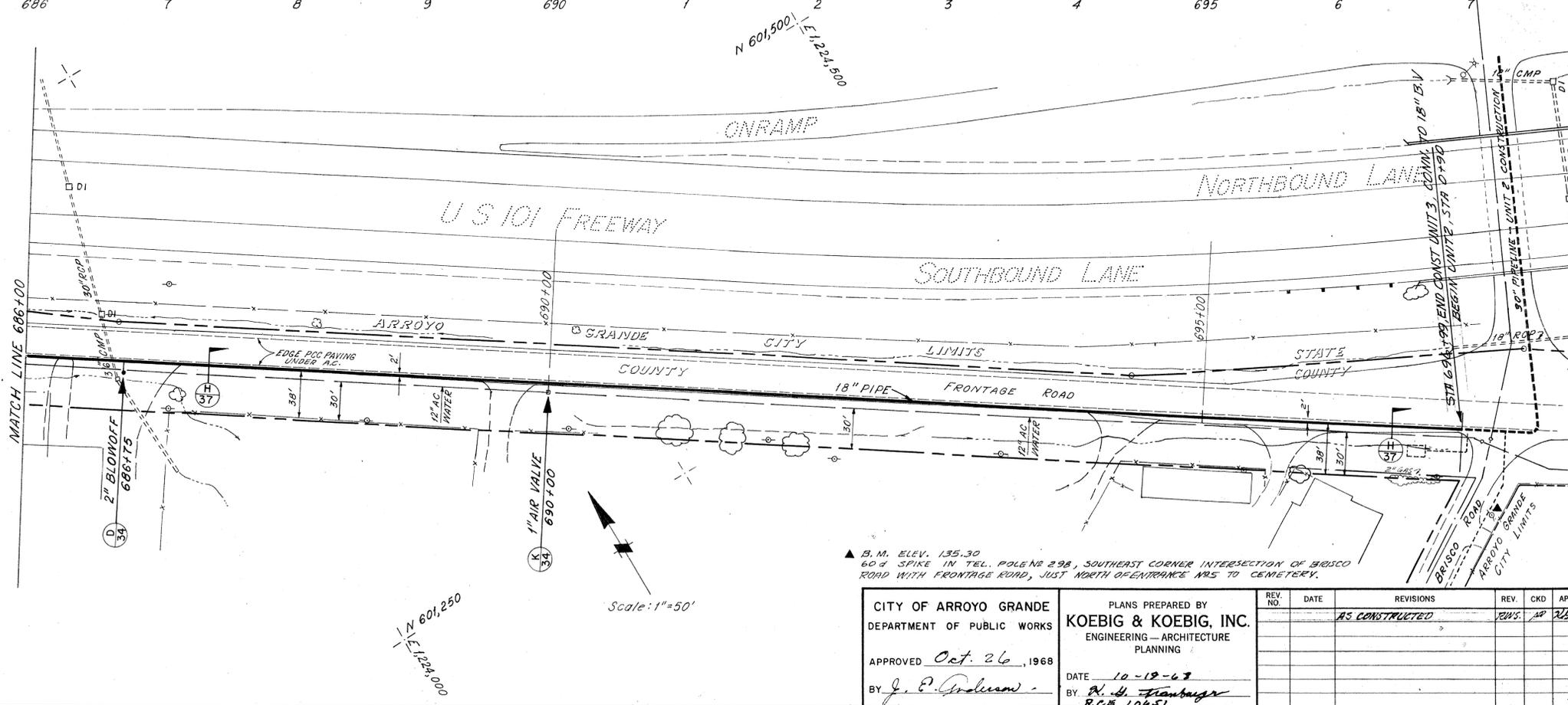
WATER DISTRIBUTION SYSTEM-UNIT 3

PLAN AND PROFILE
STA. 672+95 TO STA. 686+00

RECOMMENDED *Richard A. Graham* 10-26-68
APPROVED *Robert T. Hahn* COUNTY HYDRAULIC ENGINEER R.C.E. NO. 954 10-21-68
DRAWN *RWS* TRACED *WAF* CHKD *AD* DRWG SHEET 31 OF 43



SCALES
 Hor. 1" = 50'
 Vert. 1" = 10'



▲ B.M. ELEV. 135.30
 604 SPIKE IN TEL. POLE NO 298, SOUTHWEST CORNER INTERSECTION OF BRISCO ROAD WITH FRONTAGE ROAD, JUST NORTH OF ENTRANCE NRS TO CEMETERY.

N 601,250
 E 1,223,000

Scale: 1" = 50'

CITY OF ARROYO GRANDE
 DEPARTMENT OF PUBLIC WORKS
 APPROVED *Oct. 26*, 1968
 BY *J. P. Anderson*

PLANS PREPARED BY
KOEBIG & KOEBIG, INC.
 ENGINEERING - ARCHITECTURE
 PLANNING
 DATE *10-12-68*
 BY *R. H. Franke*
R.C.E. 10651

REV. NO.	DATE	REVISIONS	REV.	CKD	APP.
1		AS CONSTRUCTED			

H.U.D. NO. WS-6-05.0289

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

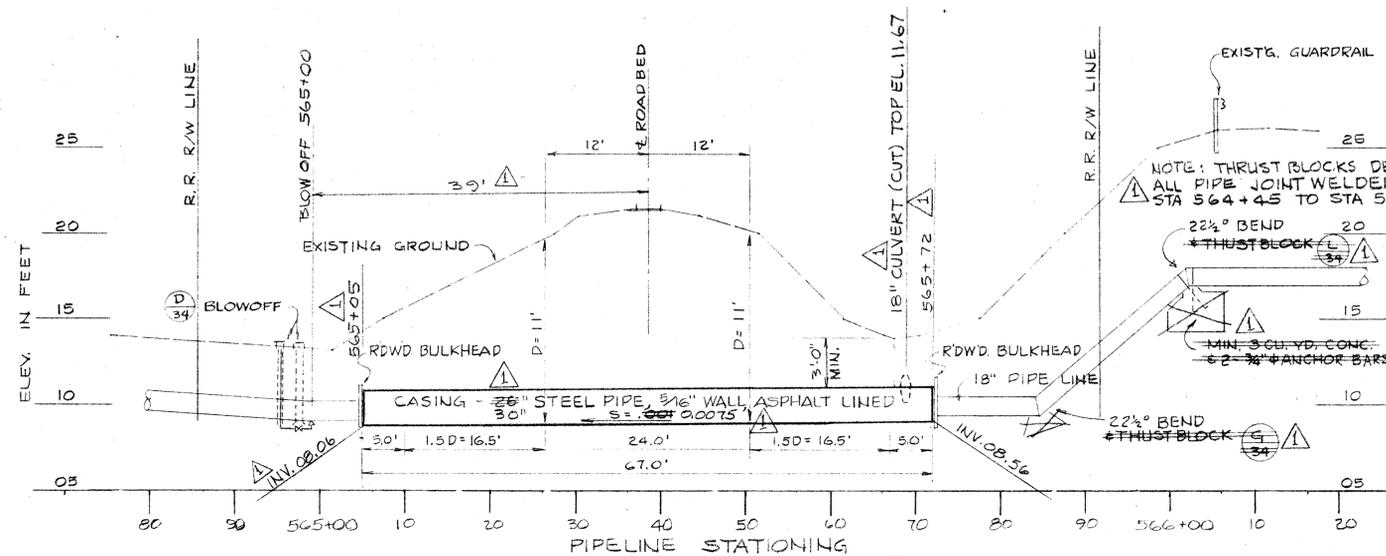
LOPEZ WATER SUPPLY PROJECT

WATER DISTRIBUTION SYSTEM-UNIT 3

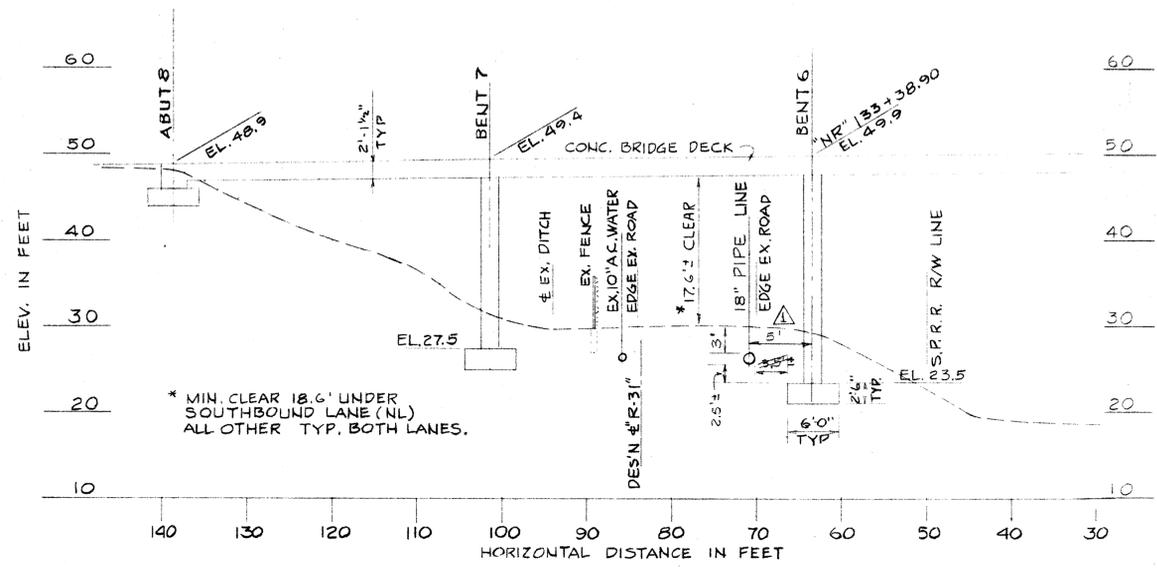
PLAN AND PROFILE

STA. 686+00 TO STA. 697+00

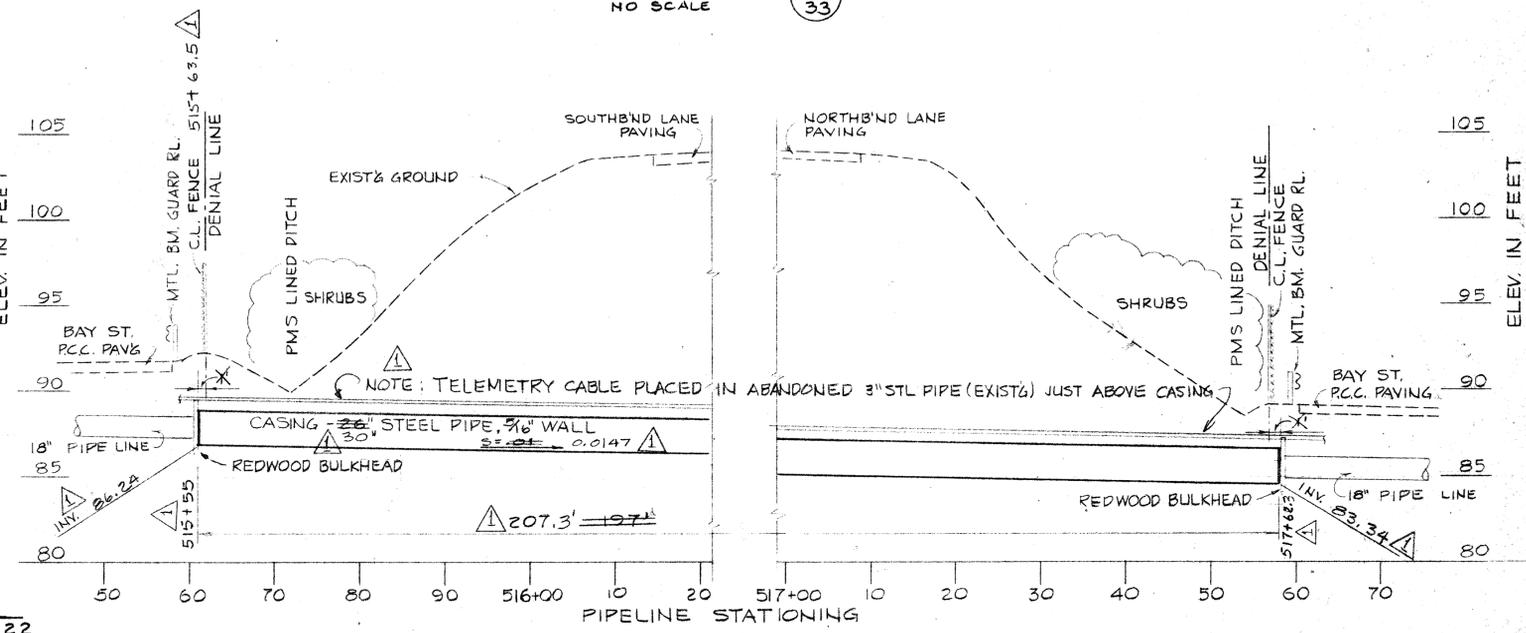
RECOMMENDED *Richard J. Barber* DATE *10-21-68*
 APPROVED *Robert W. Brown* COUNTY HYDRAULIC ENGINEER R.C.E. NO. 3614 DATE *10-21-68*
 DRAWN *RWS* TRACED *WAF* CHKD *W* DRWG SHEET **32** OF **43**



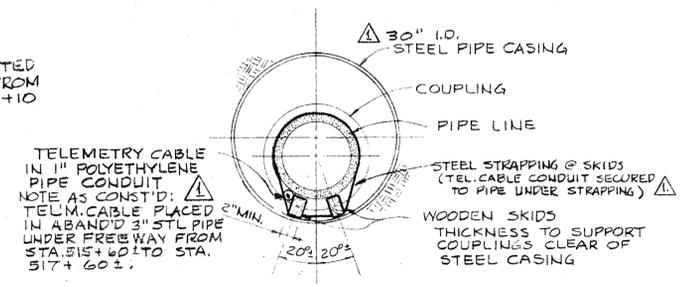
PROFILE - S.P.R.R. MAIN LINE CROSSING
 SCALES: HORIZ: 1" = 10'
 VERT: 1" = 8'



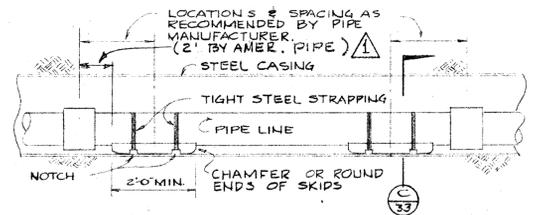
SECTION @ STA 562+60 (PISMO OVERHEAD-NORTHBOUND LANE)
 SCALE: H. & V.; 1" = 10'



PROFILE - FREEWAY CROSSING (BAY STREET, PISMO B'CH)
 SCALES: HORIZ: 1" = 10'
 VERT: 1" = 5'



TYP. SECTION - CASING
 NO SCALE



TYPICAL DETAIL - PIPE SKIDS
 NO SCALE

- NOTES:
- CASING SHALL BE ASPHALT LINED 30" DIA. STEEL PIPE WITH 3/16" WALL THICKNESS.
 - CASING SHALL BE INSTALLED BY BORING METHOD.
 - AFTER PIPE LINE IS INSTALLED, ENDS OF CASING SHALL BE CLOSED WITH REDWOOD BULKHEADS FITTED CLOSELY AROUND PIPE LINE TO PREVENT THE ENTRANCE OF FOREIGN MATERIAL WHICH MIGHT PREVENT READY REMOVAL OF PIPE LINE.

REV. NO.	DATE	REVISIONS	REV.	CKD	APP.
1	AS CONSTRUCTED				

PLANS PREPARED BY
KOEBIG & KOEBIG, INC.
 ENGINEERING - ARCHITECTURE
 PLANNING

DATE: 10-13-68
 BY: H. H. Thompson
 RCE 10.6.51

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

LOPEZ WATER SUPPLY PROJECT

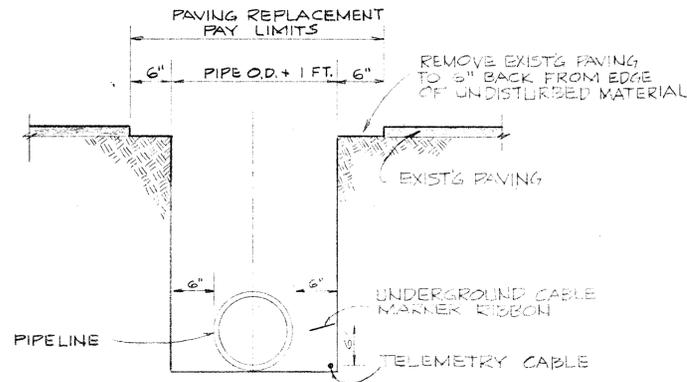
WATER DISTRIBUTION SYSTEM-UNIT 3

U.S. 101 AND S.P. RAILROAD CROSSINGS

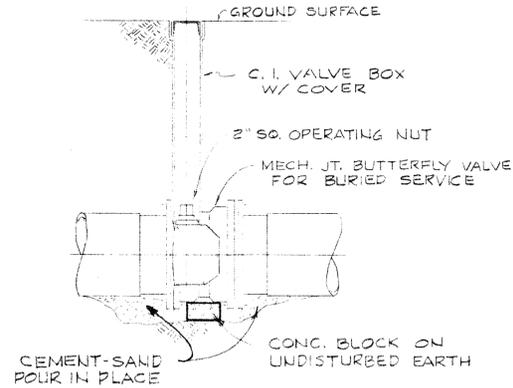
CASING PIPE DETAILS

RECOMMENDED: [Signature]
 APPROVED: [Signature]
 COUNTY HYDRAULIC ENGINEER
 R.C.E. NO. 5614
 DATE: 10-21-68
 DRAWN: R.W.S. TRACED: R.W.S. CKD: R.D. DRWG: SHEET 33 OF 43

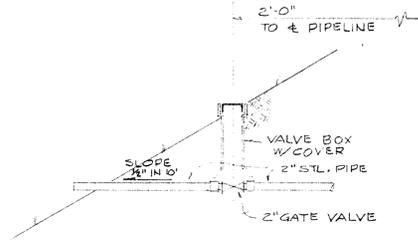
H.U.D. NO. WS-8-05-0289



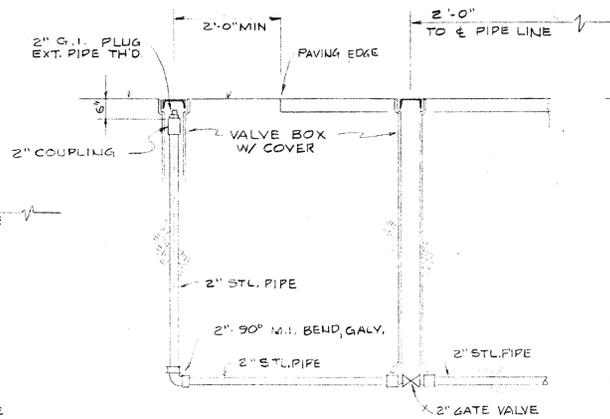
TYP. TRENCH EXCAVATION (A) NO SCALE 34



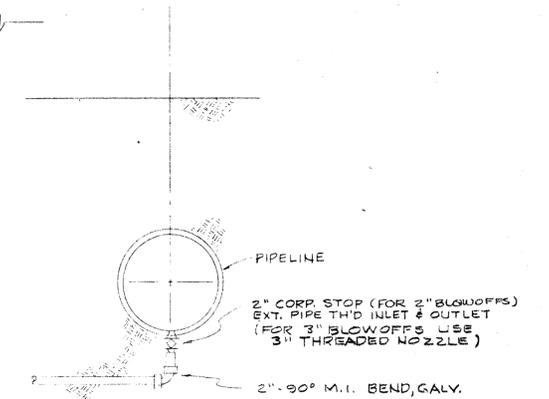
TYP. VALVE - 10" TO 24" (B) NO SCALE 34



DAYLIGHT END (C) NO SCALE 34



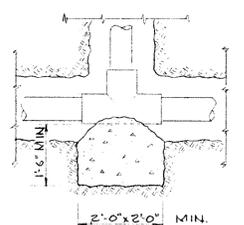
BELOW GRADE END (D) NO SCALE 34



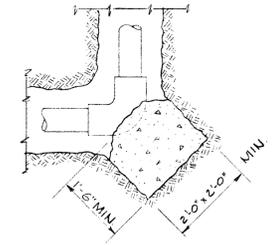
TYP. PIPE TAP (E) NO SCALE 34

NOTE: TYPICAL FOR 2" BLOWOFFS, FOR 3" BLOWOFFS USE 3" PIPE, VALVES & FITTINGS.

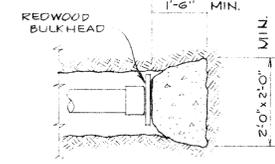
TYPICAL BLOW OFF DETAILS



TEES (F) NO SCALE 34

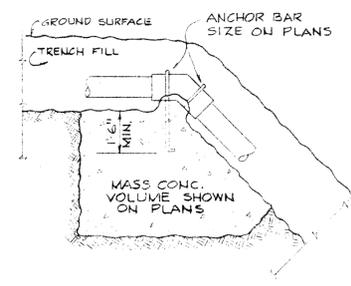


HORIZ. & VERT. BENDS (G) NO SCALE 34

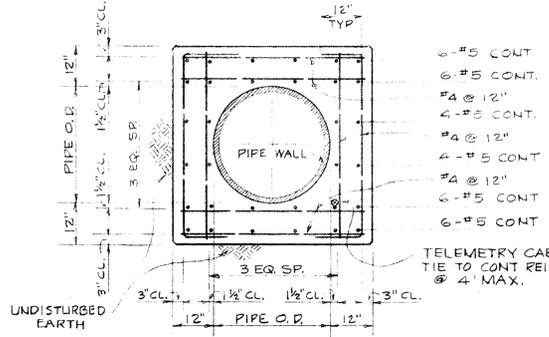


CAPPED END (H) NO SCALE 34

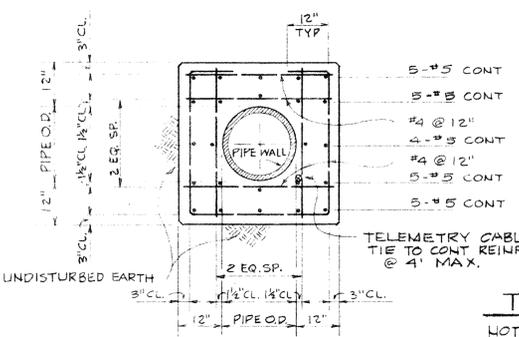
TYPICAL THRUST BLOCK DETAILS



VERT. BEND (L) NO SCALE 34



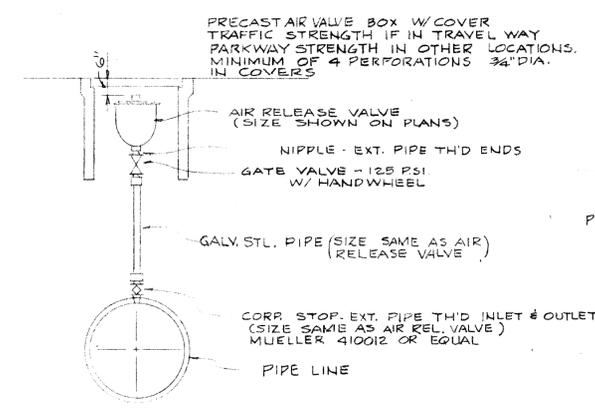
30" PIPELINE (M) NO SCALE 34



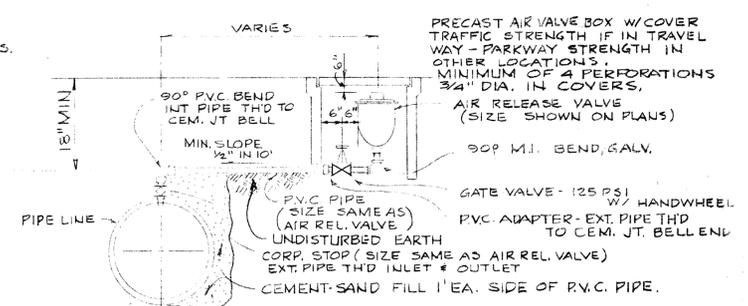
14" TO 20" PIPELINE (N) NO SCALE 34

TYPICAL SECTIONS - CONC. ENCASEMENT

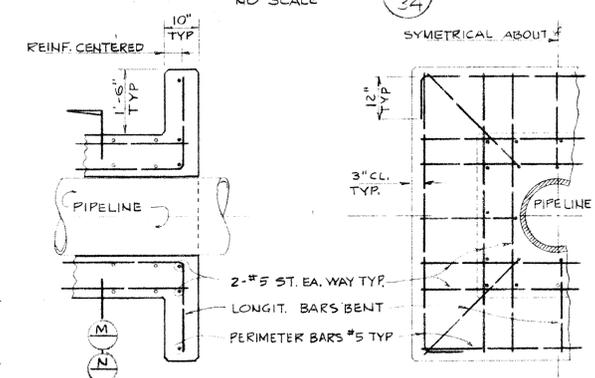
NOTE: WRAP A.C. PIPE WITH PLASTIC SHEET BEFORE POURING CONC. ENCASEMENT.



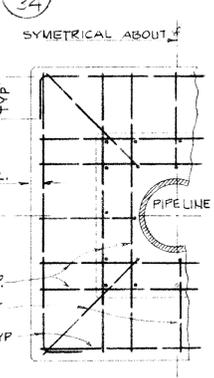
AIR RELEASE VALVE - OVER LINE LOCATION (J) NO SCALE 34



AIR RELEASE VALVE - OFFSET LOCATION (K) NO SCALE 34



SECTION (O) NO SCALE 34



1/2 ELEVATION (P) NO SCALE 34

TYPICAL DETAILS - ENCASEMENT CUTOFF WALL

NOTE: CUTOFF WALL ON EA. END OF ENCASEMENT OF PISMO CREEK CROSSING.

PLANS PREPARED BY
KOEBIG & KOEBIG, INC.
ENGINEERING - ARCHITECTURE
PLANNING

DATE 10-13-68
BY *[Signature]*
RCE 1065

REV. NO.	DATE	REVISIONS	REV.	CHK.	APP.
1		AS CONSTRUCTED	RWS	AD	

- NOTES:
- P.V.C. PIPE TO BE 1120 PVC-SDR 26 PIPE, CEMENT JOINTS.
 - EXTERNAL & INTERNAL PIPE THREADS TO BE AMERICAN STANDARD TAPER PIPE THREADS.
 - CORP. STOPS FOR AIRVALVES AND BLOWOFFS ON ASBESTOS-CEMENT PIPE SHALL BE INSTALLED IN TAPPED COUPLINGS, ON CAST IRON PIPE SHALL BE INSTALLED IN TAPPED OPENINGS IN PIPE, ON STEEL PIPE SHALL BE INSTALLED IN THREADED FITTINGS WELDED TO PIPE, AND ON REINFORCED CONCRETE CYLINDER PIPE SHALL BE INSTALLED IN THREADED FITTINGS FABRICATED TO PIPE AT THE FACTORY.
 - TEFLON TAPE SHALL BE USED WHEN MATING METALIC THREADS TO P.V.C. THREADS AS RECOMMENDED BY P.V.C. MANUFACTURER.

H.U.D. NO. WS-8-05-0289

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

LOPEZ WATER SUPPLY PROJECT

WATER DISTRIBUTION SYSTEM-UNIT 3

PIPELINE ACCESSORIES
MISCELLANEOUS DETAILS

RECOMMENDED
APPROVED *[Signature]* COUNTY HYDRAULIC ENGINEER
DRAWN RWS TRACED RWS CHD AD DRWG DATE 10-21-68 R.C.E. NO. 3614

ATTACHMENT B

COST PROPOSAL FORM

COST PROPOSAL

LOPEZ 18" PIPELINE CLEANING PROJECT

Item No.	Item	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Price (In Figures)
1	General Requirements	Lump Sum	Lump Sum	Lump Sum	
2	Mobilization and Demobilization	Lump Sum	Lump Sum	Lump Sum	
3	Traffic Control System	Lump Sum	Lump Sum	Lump Sum	
4.	Sawcutting, Excavation & Earthwork	Lump Sum	Lump Sum	Lump Sum	
5	Excavation Backfill & Pavement Reconstruction	Lump Sum	Lump Sum	Lump Sum	
6	Pipeline Cleaning	Lump Sum	Lump Sum	Lump Sum	
7	Pipeline Cleaning (Additional Runs)	Each	1		
8	Sludge Removal, Transport & Disposal	Lump Sum	Lump Sum	Lump Sum	
	TOTAL				

CONTRACTOR _____

ATTACHMENT C

SAMPLE CONTRACT FOR SPECIAL SERVICES BY INDEPENDENT CONTRACTOR

**CONTRACT FOR SPECIAL SERVICES BY
INDEPENDENT CONTRACTOR
(LOPEZ 18" PIPELINE CLEANING PROJECT)**

THIS CONTRACT, entered into this ___ day of _____, 20__, by and between the SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a political subdivision of the State of California, herein called "DISTRICT," and _____, a corporation whose address is _____, herein called "CONTRACTOR."

The San Luis Obispo County Department of Public Works is responsible for administering this Contract, and all written communications hereunder with the DISTRICT shall be addressed to the Director of Public Works.

WHEREAS, the DISTRICT has need for special services and advice with respect to the work described herein; and

WHEREAS, CONTRACTOR warrants that it is specially trained, experienced, expert and competent to perform such special services;

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

1. **Scope of Work.** CONTRACTOR shall, at its own cost and expense, provide all the services, equipment and materials necessary to complete the work described in the Scope and Conditions of Work (hereafter "Scope of Work") attached hereto as Exhibit A and incorporated herein by this reference. All work shall be performed to the highest professional standard.
2. **Time for Completion of Work.** No work shall be commenced prior to CONTRACTOR'S receipt of the DISTRICT'S Notice to Proceed. All work shall be completed within the dates specified in the Scope of Work and no later than January 7, 2010, provided, however, that extensions of time may be granted in writing by the Director of Public Works of San Luis Obispo County or his designee(s), which said extensions of time, if any, shall be granted only for reasons attributable to inclement weather, acts of God, or for other cause

determined in the sole discretion of the Director of Public Works of San Luis Obispo County or his designee(s) to be good and sufficient cause for such extensions.

3. Payment for Services:

a. **Compensation.** DISTRICT shall pay to CONTRACTOR as compensation in full for all work required by this Contract a sum not to exceed the total Contract amount of \$ _____. CONTRACTOR'S compensation shall be based on actual services performed and costs incurred at the rates set forth for each item in the CONTRACTOR'S Cost Proposal attached hereto as Exhibit B, and incorporated herein by this reference. Progress payments will be made as set forth below based on compensable services provided and allowable costs incurred pursuant to this Contract.

b. **Reports and Billing Invoices:** CONTRACTOR shall submit to the DISTRICT, on a monthly basis, a detailed statement of services performed and work accomplished during that preceding period. Billing invoices shall be based upon the CONTRACTOR'S Cost Proposal attached hereto as Exhibit B. For the purpose of timely processing of invoices, the CONTRACTOR'S invoices are not regarded as received until the monthly report is submitted. Any anticipated problems in performing any future work shall be noted in the monthly reports. The CONTRACTOR shall also promptly notify the DISTRICT of any perceived need for a change in the scope of work or services.

4. Accounting Records:

a. CONTRACTOR shall maintain accounting records in accordance with generally accepted accounting principles. CONTRACTOR shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement. CONTRACTOR shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

b. CONTRACTOR shall record costs in a cost accounting system which clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the DISTRICT. The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the CONTRACTOR'S cost accounting records.

c. All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. CONTRACTOR shall safeguard the accounting records and supporting documentation.

d. CONTRACTOR shall make accounting records and supporting documentation available on demand to the DISTRICT and its designated auditor for inspection and audit. Disallowed costs shall be repaid to the DISTRICT. The DISTRICT may require having the CONTRACTOR'S accounting records audited, at CONTRACTOR'S expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

5. Contingency Fund for Changes in Scope of Service. No change in the character or extent of the work to be performed by CONTRACTOR shall be made except through a signed written amendment to this Contract. The amendment shall set forth the proposed changes in work, adjustment of time, and adjustment of the sum to be paid by DISTRICT to CONTRACTOR, if any. A contingency fund of \$_____ is hereby created to address such changes to the scope of services and/or completion date. The DISTRICT'S Board of Supervisors hereby delegates to the Director of Public Works and Transportation or his designee(s) the authority to sign amendments to this Contract that make reasonable modifications to the time of performance or the scope of services, provided that all such amendments do not cumulatively exceed the contingency fund. Any other amendments must be approved by the Board. These additional funds are intended to provide the DISTRICT with flexibility to respond to unanticipated events or conditions, and the CONTRACTOR has no right to make any claim against these funds except as so expressly provided in a written amendment to this Contract.

6. Non-Assignment of Contract. Inasmuch as this Contract is intended to secure the specialized services of the CONTRACTOR, CONTRACTOR may not assign, transfer, delegate or sublet any interest herein without the prior written consent of DISTRICT and any such assignment, transfer, delegation, or sublease without the DISTRICT'S prior written consent shall be considered null and void. This includes revisions to the project team as described in the organization chart (See Exhibit C).

7. Insurance. CONTRACTOR, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract.

Such policies shall be maintained for the full term of this Contract and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of CONTRACTOR'S work under this Contract and acceptance by the DISTRICT. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the DISTRICT, County of San Luis Obispo ("County") and their respective officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the terms "DISTRICT" and "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

A. **MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES**

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the DISTRICT:

1. **COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);

\$1,000,000 for personal injury liability;

\$1,000,000 aggregate for products-completed operations; and

\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to CONTRACTOR'S work under this Contract.

2. **BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Contract.

CONTRACTOR shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of DISTRICT.

3. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC / EL")**

This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein "BI"); one-million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee BI disease.

B. **DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by CONTRACTOR and approved by the DISTRICT before work is begun pursuant to this Contract. At the option of the DISTRICT, CONTRACTOR shall either reduce or eliminate such deductibles or self-insured retentions as respect to the DISTRICT, County and their respective officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the DISTRICT guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

C. **ENDORSEMENTS**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

1. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
2. The DISTRICT, County, City of Arroyo Grande, City of Pismo Beach, and their respective officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of CONTRACTOR'S performance of work under this Contract (CGL & BAL);
3. If the insurance policy covers an "accident" basis, it must be changed to

“occurrence” (CGL & BAL)

4. This policy shall be considered primary insurance with respect to any other valid and collectible insurance DISTRICT and County may possess, including any self-insured retention DISTRICT and County may have, and any other insurance DISTRICT and County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL, & PL);
5. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to DISTRICT at the address set forth below (CGL, BAL, WC /EL & PL);
6. CONTRACTOR and its insurers shall agree to waive all rights of subrogation against the DISTRICT, County and their respective officers, employees, volunteers and agents for any loss arising under this Contract (CGL); and
7. Deductibles and self-insured retentions must be declared (All Policies).

D. **ABSENCE OF INSURANCE COVERAGE**

DISTRICT may direct CONTRACTOR to immediately cease all activities with respect to this Contract if it determines that CONTRACTOR fails to carry, in full force and effect, all insurance policies with coverage's at or above the limits specified in this Contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered CONTRACTOR'S delay and expense. At the DISTRICT'S discretion, under conditions of lapse, the DISTRICT may purchase appropriate insurance and charge all costs related to such policy to CONTRACTOR.

E. **PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION**

Prior to commencement of work under this Contract, and annually thereafter for the term of this Contract, CONTRACTOR, or each of CONTRACTOR'S insurance brokers or companies, shall provide DISTRICT a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverage's. All of the insurance companies providing insurance for CONTRACTOR shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and

coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Tom C. Trott, Project Manager
Public Works Department
Room 207, County Government Center
San Luis Obispo CA 93408

8. Indemnification:

a. CONTRACTOR shall defend, indemnify and hold harmless the DISTRICT, County and their respective officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses (hereafter, collectively “claims”) that may be asserted by any person or entity, and that arise out of , pertain to, or relate to any act or omission of CONTRACTOR related to this Contract, even if said act or omission does not constitute negligence or willful misconduct. b. The preceding

paragraph applies to any and all such acts or omissions, regardless of the nature of the claim or theory of recovery. For purposes of the paragraphs found in this section 8 of the Contract, ‘CONTRACTOR’ shall include the CONTRACTOR, and/or its agents, employees, sub-contractors, or other independent contractors hired, by, or directly responsible to, CONTRACTOR.

c. It is the intent of the parties to provide the DISTRICT and County the fullest indemnification, defense, and “hold harmless” rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect. The parties agree that this Contract is a maintenance contract, and not a construction contract, and that the provisions of Civil Code Section 2782 are not applicable to this Contract.

9. CONTRACTOR’S Responsibility For Its Work.

a. CONTRACTOR has been hired by the DISTRICT because of CONTRACTOR’S specialized expertise in performing the work described in the attached Exhibit A. CONTRACTOR shall be solely responsible for such work. The DISTRICT’S review, approval and/or adoption of any designs, plans, specifications or any other work of the CONTRACTOR shall be in reliance on CONTRACTOR’S specialized expertise and shall not relieve the CONTRACTOR of its sole responsibility for its work. The DISTRICT is under no duty or obligation to review or verify the appropriateness, quality or accuracy of

any designs, plans, specifications or any other work of the CONTRACTOR, including but not limited to, any methods, procedures, tests, calculations, drawings or other information used or created by CONTRACTOR in performing any work under this Contract.

b. All information which CONTRACTOR receives from DISTRICT should be independently verified by CONTRACTOR. CONTRACTOR should not rely upon such information unless it has independently verified its accuracy. The only exception to the foregoing arises when the DISTRICT has expressly stated in writing that certain information may be relied upon by the CONTRACTOR without the CONTRACTOR'S independent verification. In such event, the CONTRACTOR is still obliged to promptly notify the DISTRICT whenever the CONTRACTOR becomes aware of any information that is inconsistent with any information which the DISTRICT has stated may be relied upon by the CONTRACTOR.

10. Insurance and Indemnification as Material Provisions. The parties expressly agree that the indemnification and insurance clauses in this Contract are an integral part of the performance exchanged in this Contract. The compensation stated in this Contract includes compensation for the risks transferred to CONTRACTOR by the indemnification and insurance clauses.

11. CONTRACTOR'S Endorsement on Reports, etc. CONTRACTOR shall endorse all reports, maps, plans, documents, materials and other data in accordance with applicable provisions of the laws of the State of California.

12. Documents, Information and Materials Ownership. All documents, information and materials of any and every type prepared by the CONTRACTOR pursuant to this Contract shall be the property of the DISTRICT. Such documents shall include but not be limited to data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONTRACTOR in performing work under this Contract, whether completed or in process. The CONTRACTOR shall assume no responsibility for the unintended use by others of any such documents, information, or materials on project(s) which are not related to the scope of services described under this Contract.

13. Termination of Contract Without Cause. DISTRICT may terminate this Contract at any time by giving the CONTRACTOR 20 days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties

arising out of any transaction occurring prior to the effective date of such termination. Other than payments for services satisfactorily rendered prior to the effective date of said termination, CONTRACTOR shall be entitled to no further compensation or payment of any type from the DISTRICT.

14. Termination of Contract for Cause. If CONTRACTOR fails to perform CONTRACTOR'S duties to the satisfaction of the DISTRICT, or if CONTRACTOR fails to fulfill in a timely and professional manner CONTRACTOR'S obligations under this Contract or if CONTRACTOR shall violate any of the terms or provisions of this Contract or if CONTRACTOR, CONTRACTOR'S agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the DISTRICT, then DISTRICT shall have the right to terminate this Contract effective immediately upon the DISTRICT giving written notice thereof to the CONTRACTOR. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. CONTRACTOR shall be paid for all work satisfactorily completed prior to the effective date of such termination. If DISTRICT'S termination of the Contract for cause is defective for any reason, including but not limited to DISTRICT'S reliance on erroneous facts concerning CONTRACTOR'S performance, or any defect in notice thereof, this Contract shall automatically terminate without cause on the twentieth day following the DISTRICT'S written notice of termination for cause to the CONTRACTOR, and the DISTRICT'S maximum liability shall not exceed the amount payable to CONTRACTOR under paragraph 13 above.

15. Compliance with Laws: CONTRACTOR shall comply with all Federal, State, and local laws and ordinances that are applicable to the performance of the work of this Contract.

16. Covenant Against Contingent Fees: CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percent, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Contract. For breach or violation of this warranty, DISTRICT shall have the right to annul this Contract without liability, or, in its discretion to deduct from the Contract

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

17. Nondiscrimination: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

18. Disputes & Claims:

a. Notice of Potential Claim. The CONTRACTOR shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the DISTRICT, or for the happening of any event, thing, occurrence, or other cause, unless CONTRACTOR has provided the DISTRICT with timely written Notice of Potential Claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the ENGINEER believes additional compensation will or may be due, the nature of the cost involved, and, insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the DISTRICT prior to the time that the CONTRACTOR shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the DISTRICT, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim. It is the intention of this paragraph that differences between the parties relating to this Contract be brought to the attention of the DISTRICT at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The CONTRACTOR hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing, or occurrence for which no written Notice of Potential Claim as herein required was filed with the County Director of Public Works.

b. Processing of Actual Claim. In addition to the above requirements for Notice of Potential Claim, a detailed, Notice of Actual Claim must be submitted in writing to the DISTRICT on or before the date of final payment under this Contract. All such claims shall be governed by the procedures set forth in section 20104.2 and 20104.4 of the Public Contract Code, except that the word "claim" as used in said sections shall be construed as referring to any claim relating to this Contract. The CONTRACTOR shall not be entitled to any additional compensation unless CONTRACTOR has (1) provided the DISTRICT with a

timely written Notice of Actual Claim and (2) followed the procedures set forth in Public Contract Code section 20104.2 and 20104.4.

c. **Claim is No Excuse.** Neither the filing of a Notice of Potential Claim or of a Notice of Actual Claim, nor the pendency of a dispute or claim, nor its consideration by the DISTRICT, shall excuse the CONTRACTOR from full and timely performance in accordance with the terms of this Contract.

19. **CONTRACTOR is an Independent Contractor.** It is expressly understood that in the performance of the services herein provided, CONTRACTOR shall be, and is, an independent contractor, and is not an agent or employee of DISTRICT. CONTRACTOR has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting CONTRACTOR in the performance of the services rendered hereunder. CONTRACTOR shall be solely responsible for all matters relating to the payment of his employees, including compliance with Social Security, withholding, and all other regulations governing such matters.

20. **Entire Contract and Modification.** This Contract constitutes the entire understanding of the parties hereto. CONTRACTOR shall be entitled to no other compensation and/or benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Any changes increasing CONTRACTOR'S compensation and/or benefits must be approved by the DISTRICT'S Board of Supervisors; any other changes may be signed by the County Director of Public Works or his designee(s) on behalf of the DISTRICT. CONTRACTOR specifically acknowledges that in entering into and executing this Contract, CONTRACTOR relies solely upon the provisions contained in this Contract and no others.

21. **Enforceability.** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

22. **Warranty of CONTRACTOR.** CONTRACTOR warrants that CONTRACTOR and each of the personnel employed or otherwise retained by CONTRACTOR for work under this Contract are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

23. **Subcontractors**

a. Other than work designated in Exhibits A and B to be performed by other persons, the CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the DISTRICT.

b. Any subcontract entered into by CONTRACTOR relating to this Contract shall contain all the provisions contained in this Contract.

c. Any substitution of subcontractors must be approved in writing by the DISTRICT in advance of assigning work to a substitute subcontractor.

24. Applicable Law and Venue. This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

25. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the DISTRICT at:

Mr. Paavo Ogren, Director
San Luis Obispo County
Department of Public Works
County Government Center, Room 207
San Luis Obispo, CA 93408

and to the CONTRACTOR:

26. Cost Disclosure - Documents and Written Reports. Pursuant to Government Code section 7550, if the total cost of this Contract is over \$5,000, the CONTRACTOR shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

27. Findings Confidential. No reports, maps, information, documents, or any other materials given to or prepared by CONTRACTOR under this Contract which DISTRICT requests in writing to be kept confidential, shall be made available to any individual or organization by CONTRACTOR without the prior written approval of DISTRICT.

28. Restrictive Covenant. CONTRACTOR agrees that he will not, during the continuance of this Contract, perform or otherwise exercise the services described in Exhibit A for anyone except for the DISTRICT, unless and until said DISTRICT waives this restriction.

29. Equipment and Supplies. CONTRACTOR will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

30. Performance Bond. At the time of execution of Contract, the CONTRACTOR shall furnish a "faithful performance" bond ("Performance Bond) in the sum of one hundred percent (100%) of the Contract price to guarantee the performance of the Contract. The Performance Bond form is attached hereto as Exhibit C.

IN WITNESS THEREOF, DISTRICT and CONTRACTOR have executed this Contract on the day and year first hereinabove set forth.

IN WITNESS THEREOF, the parties hereto have executed this Contract, and this Contract shall become effective on the date shown signed by the DISTRICT.

ATTEST:

County Clerk and Ex-Officio Clerk of the Board of Supervisors, San Luis Obispo County Flood Control and Water Conservation District, State of California

Date: _____, 2010

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Chairperson of the Board
San Luis Obispo County Flood Control and Water Conservation District, State of California

Date: _____, 2010

APPROVED AS TO FORM AND LEGAL EFFECT:

Warren R. Jensen
District Counsel

By: _____
Deputy District Counsel

Date: _____, 2010

CONTRACTOR

By: _____

(Printed name and Title)

Date: _____, 2010

ATTACHMENT D

PERFORMANCE BOND FORM

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS: That

WHEREAS, the Board of Supervisors of the San Luis Obispo County Flood Control and Water Conservation District, State of California, has awarded to _____

_____ (hereinafter designated as "Principal") a contract for _____

_____ ; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the San Luis Obispo County Flood and Water Conservation District, (hereinafter called "District"), in the penal sum of _____ (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements

Performance Bond

in the said contract and any alteration thereof made as therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force virtue and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by District and judgment is recovered, Surety shall pay all costs incurred by District in such suit, including a reasonable attorney's fee to be fixed by the Court.

Death of the Principal shall not relieve Surety of its obligations hereunder.

Performance Bond

IN WITNESS WHEREOF, one identical counterpart of this instrument, which shall for all purposes be deemed an original thereof, has been duly executed by Principal and Surety above named, on the _____ day of _____, 20____.

_____ (Seal)

_____ (Seal)

_____ (Seal)
Principal

_____ (Seal)

_____ (Seal)

_____ (Seal)
Surety

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged.

Performance Bond

ATTACHMENT E

VENDOR PREFERENCE FORM

LOCAL VENDOR PREFERENCE

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____