

**KLAU MINE ROAD AND HUASNA ROAD  
SLIP OUT REPAIR  
NACIMIENTO LAKE AREA AND NIPOMO  
SAN LUIS OBISPO COUNTY  
CONTRACT NOS. 245R12B611  
AND 245R12B613**



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PLANS







**COUNTY OF SAN LUIS OBISPO  
DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION**

**NOTICE AND INSTRUCTIONS  
TO BIDDERS**

**FOR**

**KLAU MINE ROAD AND HUASNA ROAD  
SLIP OUT REPAIR  
NACIMIENTO LAKE AREA AND NIPOMO  
SAN LUIS OBISPO COUNTY  
CONTRACT NOS. 245R12B611  
AND 245R12B613**



**COUNTY OF SAN LUIS OBISPO  
DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION  
NOTICE TO BIDDERS**

Sealed proposals will be received at the office of the County Clerk, 1055 Monterey Street, Room D-120, San Luis Obispo, California 93408 until 3:00 P.M. on Thursday, \_\_\_\_\_, 20\_\_, which bids will then be opened and declared at 3:15 o'clock P.M. on the above mentioned date at a public meeting at 1055 Monterey Street, Room D-120, by the County Clerk, for the following Public Works Project:

**KLAU MINE ROAD AND HUASNA ROAD SLIP OUT REPAIR  
NACIMIENTO LAKE AREA AND NIPOMO  
SAN LUIS OBISPO COUNTY  
CONTRACT NOS. 245R12B611  
AND 245R12B613**

Any bid received at the Office of the Clerk of the Board of Supervisors of the County of San Luis Obispo after 3:00 P.M. on the date specified above shall not be considered, and shall be returned to the bidder unopened.

Bids are required for the entire work described herein.

An official bound copy of a reduced size set of the Project Plans, the Agreement, the Special Provisions, and blank forms suitable for use in bidding on said work may be obtained from the Department of Public Works, Room 207, County Government Center, San Luis Obispo, CA 93408 and may be purchased therefrom for \$ \_\_\_\_\_, (tax included), per bound copy, said purchase cost not to be refunded. Such documents must be purchased from the Department of Public Works in order to be recognized as an official planholder. No bid will be considered which is not on the forms herein provided. **A full size set of the Project Plans and cross sections, if available, are charged separately at the department's current rates and will be provided only upon request.**

Pursuant to the provisions of Section 1773 of the California Labor Code, the Board of Supervisors of the County of San Luis Obispo has obtained from the Director of the California Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for the locality in which the work is to be performed for each needed craft, classification, or type of workman. Copies of said prevailing rate of per diem wages are on file in the Office of the Clerk of the Board of Supervisors and available at the California Department of Industrial Relations' web site address at: [www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD).

Bidders are advised that any contractor who is awarded a public works project and intends to use a craft or classification not shown on the general prevailing wage determination may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of the call for bids.

Travel and Subsistence Payments shall be in accordance with Section 1773.1 of the Labor Code. Wage rates for holiday and overtime work shall be in accordance with Section 1773 of the Labor Code. Attention is directed to the provisions in Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor. Attention is directed to the provisions in Section 1776 of the Labor Code concerning payroll records.



Attention is directed to the provisions in Sections 1810 – 1815 of the Labor Code concerning work hours.

The bidder's attention is directed to the provisions of Section 2-1.02, "Required Listing of Proposed Subcontractors," of the Special Provisions regarding the requirement that proposed subcontractors be listed in the bidder's proposal. A "DESIGNATION OF SUBCONTRACTORS" form for listing subcontractors, as required, is included in the section titled "Bid Proposal and Forms" of the Contract Documents. This form must be completed and submitted with bidder's bid proposal.

All bonds and endorsements thereto to be submitted pursuant to this contract shall be written by a company authorized to do surety business in the State of California.

Each bid must be accompanied by a form of bidder's security, namely cash, certified check, cashier's check, or bidder's bond, in the amount of ten percent (10%) of the total of the bid.

All addenda issued before the time in which to submit bids expires shall form a part of the Contract Documents which are the subject of the bid. Any such addendum issued before the time in which to submit bids expires shall be e-mailed to each planholder on the County's official planholder list, at the e-mail address provided to the County at the time bid documents were purchased from the Department of Public Works. An informational electronic copy of such addenda will also be posted to the County's website for the Bidder's convenience at the following web address:

[http://www.slocounty.ca.gov/PW/Design\\_Division/Projects\\_Out\\_To\\_Bid.htm](http://www.slocounty.ca.gov/PW/Design_Division/Projects_Out_To_Bid.htm)

All bidders are required to acknowledge and confirm receipt of each and every addendum in their bid proposal.

Within ten (10) calendar days, not including Saturdays, Sundays and legal holidays, after receipt of notice that the contract has been awarded, the successful bidder, shall execute a written contract with the County in the form prescribed herein.

At the time of execution of the contract, the successful bidder shall submit the certificates of insurance stipulated in Article 7 of the Agreement, and, in addition thereto, shall furnish a "Performance Bond" in the sum of one hundred percent (100%) of the contract bid to guarantee the performance of the contract, and a "Payment Bond" in the sum of one hundred percent (100%) of the contract bid. The bond forms are included in the section titled "Agreement" of the Contract Documents.

In accordance with San Luis Obispo County Code, Title 8, Health and Sanitation, Chapter 8.12, "Solid Waste Management", a project "Recycling Plan" and "Disposal Report" are required for this contract. The bidder's attention is directed to Sections 4-1.03, "Contract Submittals", and 5-1.20, "Solid Waste Management" of the Special Provisions.

Attention is directed to the provisions of Section 5-1.07, "Measurement and Payment," of the Special Provisions permitting the substitution of equivalent securities for any moneys withheld to ensure performance of this contract. Said Section 5-1.07 is incorporated by reference in this invitation for bid as if fully set forth at length.



The Board of Supervisors reserves the right to reject any or all bids, and to waive discrepancies, irregularities, informalities or any other errors in the bids or bidding, if to do so seems to best serve the public interest. The right of Board of Supervisors to waive errors applies even if the Contract Documents state that a discrepancy, irregularity, informality or other error makes a bid nonresponsive, so long as the error does not constitute a material error.

The successful bidder must be licensed to perform the work in accordance with the laws of the State of California. Accordingly, the successful bidder shall possess a Class A general engineering contractor's license at the time this contract is awarded. In the alternative, the successful bidder shall possess a specialty contractor's license that permits the successful bidder to perform with his or her own organization contract work amounting to not less than 30% of the original total contract price and to subcontract the remaining work in accordance with Section 5-1.055, "Subcontracting," of the Amendments to the Standard Specifications. Failure of the bidder to be properly and adequately licensed shall constitute a failure to execute the contract and shall result in the forfeiture of the bidder's security.

Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they prefer as to the actual conditions and requirements of the work, and shall not at any time after submission of the bid dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

By order of the Board of Supervisors County of San Luis Obispo made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

County Clerk and Ex-officio Clerk  
of the Board of Supervisors

By \_\_\_\_\_  
Deputy Clerk



## **BID PROTESTS**

Any bid protest must be submitted in writing to the Department of Public Works, Room 207, County Government Center, 976 Osos Street, San Luis Obispo, CA 93408; Attention: Design Engineer before 5 p.m. of the 7th business day following bid opening.

The initial protest document shall contain a complete statement of the basis for the protest and all evidence and documents supporting the protest available to the protesting party. The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. The County Board of Supervisors will issue a decision on the protest.

The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.



## **SPECIAL INSTRUCTIONS TO BIDDERS**

All bidder Requests for Information must be submitted no later than 3 days prior to the bid opening date. Requests submitted after said date may not be considered. Bidders should submit Requests for Information to the County during the bid period at the following website:

[http://www.slocounty.ca.gov/PW/Design\\_Division/Projects\\_Out\\_To\\_Bid.htm](http://www.slocounty.ca.gov/PW/Design_Division/Projects_Out_To_Bid.htm)

Attention is directed to Section 4-1.03, "Contract Submittals," of the Special Provisions regarding the time period to submit the listed items upon receipt of the fully executed contract.



**COUNTY OF SAN LUIS OBISPO  
DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION**

**BID PROPOSAL AND FORMS**

**FOR**

**KLAU MINE ROAD AND HUASNA ROAD  
SLIP OUT REPAIR  
NACIMIENTO LAKE AREA AND NIPOMO  
SAN LUIS OBISPO COUNTY  
CONTRACT NOS. 245R12B611  
AND 245R12B613**



## **BID PROPOSAL**

TO: THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA:

Pursuant to and in compliance with your Notice to Bidders, the undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he/she is 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 he/she will comply with such provisions before commencing the performance of the work of this contract; that he/she has carefully examined the location of the proposed work, the annexed proposed form of contract, and he/she proposes, and agrees if this proposal is accepted, that he/she will contract with the Board of Supervisors of the County of San Luis Obispo in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other equipment needed, and to do all of the work and furnish all the materials specified in the contract, in the manner and the time therein prescribed, and according to the requirements of the Department of Public Works and Transportation as therein set forth, and that he/she will take in full payment therefor the following unit prices, to-wit:

**SEE NEXT PAGE FOR BID PROPOSAL FORM**



**KLAU MINE AND HUASNA ROAD SLIP OUT REPAIR  
NACIMIENTO LAKE AREA AND NIPOMO  
CONTRACT NO. 245R12B611 & 245R12B613  
BID FORM**

| ITEM NO.         | CODE NO. | DESCRIPTION OF ITEM   | APPROX. QUANTITY | UNIT OF MEASURE | UNIT PRICE (IN FIGURES) DOLLARS. CENTS | TOTAL AMOUNT DOLLARS. CENTS |
|------------------|----------|---|------------------|-----------------|--|-----------------------------|
| 1                | 0        | ENVIRONMENTAL COMPLIANCE                                      | 1                | LS              | LUMP SUM                               |                             |
| 2                | 120090   | CONSTRUCTION AREA SIGNS                                       | 1                | LS              | LUMP SUM                               |                             |
| 3                | 120100   | TRAFFIC CONTROL SYSTEM  | 1                | LS              | LUMP SUM                               |                             |
| 4                | 193029   | STRUCTURE BACKFILL (SHEET PILE WALL)                          | 65               | CY              |  |                             |
| 5                | 490523   | FURNISH AND INSTALL STEEL SHEET PILING (PZ22)                 | 2575             | SF              |  |                             |
| 6                | 832003   | METAL BEAM GUARD RAILING (WOOD POST)                          | 38               | LF              |  |                             |
| 7                | 839565   | TERMINAL SYSTEM (TYPE SRT)                                    | 150              | LF              |  |                             |
| 8                |          | MARKERS (TYPE-P)  | 2                | EA              |  |                             |
| 9                |          | REPLACE FENCE (TYPE BW)                                       | 155              | LF              |  |                             |
| 10               | 0        | SUPPLEMENTAL WORK (FLAGGING AND SUPPLEMENTAL TRAFFIC CONTROL) | 1                | LS              | \$ 6,000.00                            | \$ 6,000.00                 |
| <b>TOTAL BID</b> |          |   |                  |                 |  |                             |

Bidder's Name: \_\_\_\_\_



Bidder represents that he/she has hereinabove set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Total" column is the extension of the unit price bid on the basis of the approximate quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

Proposals in which the prices are mathematically or materially unbalanced may be rejected. A bid is mathematically unbalanced if the bid is structured on the basis of nominal prices for some work and inflated prices for other work; that is, each element of the bid must carry its proportionate share of the total cost of the work plus profits. A bid is materially unbalanced if there is reasonable doubt that award to the bidder submitting the mathematically unbalanced bid will result in the lowest ultimate cost to the County.

Bidder shall execute and submit with their proposal, each of the following:

- BIDDERS INFORMATION LIST
- DESIGNATION OF SUBCONTRACTORS
- BIDDER'S NON-COLLUSION DECLARATION (STATE FORM)
- BIDDER'S BOND

Bidder declares that he/she has read, and agrees to, the Special Provisions, including, without limitation, the provisions of Sections 1, 2, 3, 4, and 5 thereof.

Bidder shall list the name and address of each subcontractor to whom the bidder proposes to directly subcontract portions of the work as required by the provisions in Section 2-1.02, "Required Listing of Proposed Subcontractors," of these Special Provisions. The list of subcontractors shall also set forth the portion of work that will be done by each subcontractor listed. The "DESIGNATION OF SUBCONTRACTORS" form for listing the subcontractors is included in the section titled "Bid Proposal and Forms" of the Contract Documents.

Accompanying this bid proposal is a bidder's bond, cash, cashier's check, or a certified check, payable to the County of San Luis Obispo, for the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), said amount being at least ten percent (10%) of the total of the bid. The proceeds thereof shall become the property of the County of San Luis Obispo if the proposal is withdrawn after the time fixed in the Notice to Bidders for the opening of bids, or if, in case this bid is accepted by said Board of Supervisors and such bidder has received notice that the contract has been awarded to him/her, the undersigned shall fail within ten (10) calendar days, not including Saturdays, Sundays, and legal holidays, thereafter to execute a contract with the County and furnish the certificates of insurance and Payment and Performance bonds required by the Contract Documents. Otherwise, said guarantee, except a bidder's bond, will be returned to the undersigned.



This bid proposal may be withdrawn, in writing, prior to the time fixed in the Notice to Bidders for the opening of bids. It is understood and agreed that this bid proposal will not be withdrawn after the time fixed in the Notice to Bidders for the opening of bids. Bidders further agree that the failure of the County to open bids for this project exactly at the time fixed in said Notice shall not extend the time within which bids may be withdrawn.

The undersigned bidder will sign and deliver to the County of San Luis Obispo the written contract, together with the certificates of insurance and bonds described in the Notice to Bidders, within ten (10) calendar days, not including Saturday, Sundays, and legal holidays, after the undersigned has received notice that the contract has been awarded to him/her.

The undersigned, as bidder, declares that he/she is aware of the provisions of Section 3700 of the California 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 will comply with such provisions before commencing the performance of the work of this contract.

The bidder's execution of the signature portion of this bid proposal shall also constitute an endorsement and execution of those certifications, questionnaires, and assurances which are a part of this proposal.

**ADDENDA:** The undersigned acknowledges and confirms the receipt of the following Addenda:

| <u>Addenda Number</u> | <u>Date</u> |
|-----------------------|-------------|
| _____                 | _____       |
| _____                 | _____       |
| _____                 | _____       |

and agrees that said addenda are covered in the bid proposal and shall form a part of the Contract Documents.



If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

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Bidder warrants and represents that he/she is licensed in accordance with an Act providing for the registration of Contractors, License No. \_\_\_\_\_, Class \_\_\_\_\_, License Expiration Date \_\_\_\_\_. (Note: The successful bidder must possess the license classification specified in the Notice to Bidders upon award of this contract.)

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Date \_\_\_\_\_

**NOTICE.** . . . . If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contract in behalf of the corporation; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his or her signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the County prior to opening of bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

**RETURN THIS FORM WITH YOUR BID PROPOSAL**



## **BIDDERS INFORMATION LIST**

All bidders/proposers are required to provide the following information for all DBE and non-DBE contractors, who provided a proposal, bid, quote, or were contacted by the proposed prime contractor. This information is required from the proposed prime contractor and shall be submitted with their bid proposal. The Department of Public Works will use this information to maintain and update a "Bidder's List" to assist in the overall annual Disadvantaged Business Enterprise (DBE) availability goal setting process required for Federal-aid projects. This information is also being made available to other local agencies for the same purpose. *To the extent permitted by law, all information submitted will be held in strict confidence and will not be shared without your consent except as noted above.*

**Contractor:**     Prime Contractor     Subcontractor     Supplier     Other: \_\_\_\_\_

Firm Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_ Fax: \_\_\_\_\_

License No. \_\_\_\_\_  
and Classification \_\_\_\_\_ Years in Business: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Is the firm currently certified as a DBE by Caltrans?     No     Yes    Cert. Number: \_\_\_\_\_

Gross Annual Receipts for last year:

- less than \$1 million     less than \$5 million     less than \$10 million  
 less than \$15 million     more than \$15 million

Type of work/ services/ materials provided for this job:

- Contractor     Supplier     Manufacturer     Trucking     Broker  
 Other (describe): \_\_\_\_\_

Contractor Specialty for this job:

- Roadway Construction (including signing, paving, and concrete) (237310)  
 Roadway Painting/Striping (237310)  
 Highway Lighting & Signal Installation (238210)  
 Bridge Construction (237310)  
 Tunnel Construction (237990)  
 Water, Sewer, & Pipeline Construction (237110)  
 Power & Communication Transmission Line (including conduit construction) (237130)  
 Landscaping (561730)  
 Irrigation (237110)  
 Other Heavy Construction (including parks, reclamation, reservoir, water & sewer treatment facilities) (237990)  
 Masonry (including retaining walls and foundations) (238140)  
 Concrete Retaining Walls (238110)  
 Building Construction (236210/236220)  
 Other (describe): \_\_\_\_\_

- Copy sheet as needed
- None of the information requested on this form is material to the County's determination of which Bidder's Bid is the lowest responsive bid.

**RETURN THIS FORM WITH YOUR BID PROPOSAL**



**DESIGNATION OF SUBCONTRACTORS FORM**

In compliance with the provisions of Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, the undersigned bidder sets forth the following:

- a. The name and location of the place of business of each subcontractor who will perform work or labor, or render service to the undersigned Prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the undersigned Prime Contractor's total bid or in the case of bids for the construction of streets and highways, including bridges, in excess of one-half of one percent or ten thousand dollars (\$10,000), whichever is greater.\*
- b. The portion of the work which will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion.

| Bid Schedule Item No. | Description of Portion of Work (if applicable) | Subcontractor | License No. | Address | Approximate Dollar Value |
|-----------------------|--|---------------|-------------|---------|--------------------------|
|                       |  |               |             |         |                          |
|                       |  |               |             |         |                          |
|                       |  |               |             |         |                          |
|                       |  |               |             |         |                          |
|                       |  |               |             |         |                          |
|                       |  |               |             |         |                          |
|                       |  |               |             |         |                          |

A-13

By: \_\_\_\_\_  
 (Bidder's Signature/Printed Name and Title/Company Name)

\*NOTE: When there is a failure to list a subcontractor, as required, the law provides that the Contractor agrees to do the work with his or her own forces. In such case, bidder must be authorized to perform said work. Any bid not complying with the provisions hereof may be rejected.

**RETURN THIS FORM WITH YOUR BID PROPOSAL**



**BIDDER'S NON-COLLUSION DECLARATION (STATE FORM)**

Bidder hereby states, under penalty of perjury, 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.

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

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

**RETURN THIS FORM WITH YOUR BID PROPOSAL**



**BIDDER'S BOND**

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_

\_\_\_\_\_

as Principal, and \_\_\_\_\_

\_\_\_\_\_

as Surety, are held and firmly bound unto the County of San Luis Obispo, State of California (hereinafter called "County") in the penal sum of Ten Percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of \_\_\_\_\_

\_\_\_\_\_ (\$\_\_\_\_\_).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas a bid to County for certain construction specifically described as follows, for which bids are to be opened on \_\_\_\_\_, 20\_\_\_\_, has been submitted by Principal to County for:

**KLAU MINE ROAD AND HUASNA ROAD  
SLIP OUT REPAIR  
NACIMIENTO LAKE AREA AND NIPOMO  
SAN LUIS OBISPO COUNTY  
CONTRACT NOS. 245R12B611  
AND 245R12B613**



NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid after the time fixed in the Notice to Bidders for the opening of the same, and shall within ten (10) calendar days, not including Saturdays, Sundays, and legal holidays, after receipt of written notice that the contract has been awarded to him/her, enter into a written contract with County, in the prescribed form, in accordance with the bid as accepted, and file with the County the certificates of insurance as stipulated in Article 7 of the Agreement and the two bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, and the penal sum guaranteed by this bond shall be forfeited to the County.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said 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, alteration, or addition.

In the event suit is brought upon said bond by County and judgment is recovered, the Surety shall pay all costs incurred by County 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.



IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Principal

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Surety

\_\_\_\_\_

\_\_\_\_\_  
Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged.







**COUNTY OF SAN LUIS OBISPO  
DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION**

**CONTRACT AGREEMENT**

**FOR**

**KLAU MINE ROAD AND HUASNA ROAD  
SLIP OUT REPAIR  
NACIMIENTO LAKE AREA AND NIPOMO  
SAN LUIS OBISPO COUNTY  
CONTRACT NOS. 245R12B611  
AND 245R12B613**



## COUNTY OF SAN LUIS OBISPO

### AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between the County of San Luis Obispo, a political subdivision and county of the State of California, party of the first part, hereinafter called "County" and \_\_\_\_\_ the party of the second part, hereinafter called "Contractor".

WITNESSETH, that for and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

#### ARTICLE 1 – WORK

That the Contractor will, at its own proper cost and expense, do all the work and furnish all the equipment and materials necessary to construct and complete in good and workmanlike manner to the satisfaction of the Board of Supervisors of said County, for

**KLAU MINE ROAD AND HUASNA ROAD SLIP OUT REPAIR  
NACIMIENTO LAKE AREA AND NIPOMO  
SAN LUIS OBISPO COUNTY  
CONTRACT NOS. 245R12B611  
AND 245R12B613**

all in strict accordance with the Contract Documents, including without limitation, the Project Plans, the Standard Specifications of the State of California, Department of Transportation, dated May 2006 (hereinafter called, "Standard Specifications"), the Standard Plans of the State of California, Department of Transportation, dated May 2006 (hereinafter called, "Standard Plans"), and the Special Provisions therefor, on file in the Department of Public Works and Transportation and the Office of the Clerk of the Board of Supervisors of the County of San Luis Obispo, State of California.

#### ARTICLE 2 – CONTRACT

This Agreement, together with the Notice and Instructions to Bidders, Bid Proposal and Forms, Standard Specifications, Standard Plans, the Special Provisions, including without limitation the Project Plans incorporated therein, and all addenda thereto, form the contract, and said documents by this reference become as fully a part of this Agreement as if set forth in full and are herein sometimes referred to as "Contract" or as "Contract Documents". The terms set forth below, when utilized in said documents, shall mean as follows:

**PUBLIC WORKS DIRECTOR:** Means the Director of Public Works and Transportation (hereinafter, also the Department of Public Works) of the County of San Luis Obispo, State of California, acting either directly or through properly authorized agent(s), acting within the scope of the particular duties delegated to them, including registered engineers employed by the Department of Public Works and Transportation.

**COUNTY CLERK:** Means the Clerk of the Board of Supervisors of the County of San Luis Obispo, State of California.



### ARTICLE 3 – CONTRACT TIMES

The Contractor shall begin work within ten (10) calendar days not including Saturdays, Sundays, or legal holidays, from the date of receipt of the County's Notice to Contractor to Proceed, and the work to be accomplished under this contract shall be completed within the time limit provided in Section 4, "Prosecution and Progress of the Work", of the Special Provisions. Attention is directed to the provisions of said Section 4, "Prosecution and Progress of the Work", of the Special Provisions for the amount of liquidated damages.

### ARTICLE 4 – CONTRACT PRICE

The total Contract price is the amount of the Contractor's bid as set forth in the award of the Contract approved by the County's Board of Supervisors. The Contractor will receive and accept and the County will pay the prices specified in the attached Bid Proposal, which is incorporated herein by reference, as full compensation for furnishing all labor, materials, and equipment for doing all the work contemplated and embraced in this Agreement. To the extent permitted by law, the Contractor assumes during the progress of the work and before its acceptance, any and all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County; and assumes any and all expenses incurred by or in consequence of the suspension or discontinuance of work, for well and faithfully completing the work, and the whole thereof, in the manner and to the requirements of the Plans, Special Provisions, Standard Specifications, Standard Plans, and the Public Works Director.

### ARTICLE 5 – SUBCONTRACTING

The Contractor's attention is directed to the provisions of Section 2-1.02, "Required Listing of Proposed Subcontractors," of the Special Provisions and the requirements contained therein.

Additionally, the Contractor's attention is directed to the provisions of the "Subletting and Subcontracting Fair Practices Act" set forth in Sections 4100-4114 of the Public Contract Code.

### ARTICLE 6

The Contractor agrees that the Public Works Director shall decide as to the meaning of the Standard Specifications, Standard Plans, and Special Provisions for the work, including without limitation the Project Plans incorporated therein, where the same may be found to be obscure or in dispute and the decision shall be final. The Public Works Director shall have the right to correct any errors or omissions therein when such corrections are necessary to the proper fulfillment of the intention of the Special Provisions, Standard Specifications and Standard Plans; the action of such corrections is to take effect from the time said Public Works Director gives notice thereof to the Contractor.

### ARTICLE 7 - INSURANCE REQUIREMENTS

Contractor, at its sole cost, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, an A.M. Best & Co. rating of A:VII or above, unless exception is granted by Risk Manager. Further, all policies shall be maintained for the full term of this Agreement and related warranty period if applicable.



7.01 SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES

A. COMMERCIAL GENERAL LIABILITY

Policy shall include coverage at least as broad as set forth in Insurance Services Office Commercial General Liability Coverage (CG 00 01) with policy limits of not less than \$2 million dollars combined single limit per occurrence. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

- i.) The County of San Luis Obispo, its officers, officials, employees, and volunteers are named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance as least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 (if a later edition is used).
- ii.) The insurance provided herein shall be considered primary coverage to the County of San Luis Obispo with respect to any insurance or self insured retention maintained by the County. Further, the County's insurance shall be considered excess insurance only and shall not be called upon to contribute to this insurance.
- iii.) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of San Luis Obispo, Department of Public Works.

B. BUSINESS AUTOMOBILE POLICY

Policy shall include coverage at least as broad as set forth in the liability section of Insurance Services Office Business Auto Coverage (CA 00 01) with policy limits of no less than \$1 million dollars combined single limit for each occurrence. Said insurance shall include coverage for owned, non-owned, and hired vehicles. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

- i.) The County of San Luis Obispo, its officers, officials, employees, and volunteers are named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- ii.) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of San Luis Obispo, Department of Public Works.



C. WORKERS' COMPENSATION / EMPLOYERS' LIABILITY INSURANCE

- i. Workers' Compensation: policy shall provide statutory limits as required by State of California. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:
  - a. Contractor and its insurer shall waive all rights of subrogation against the County, its officers and employees for workers' compensation losses arising out of this Agreement.
  - b. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of San Luis Obispo, Department of Public Works.
- ii. Employer's Liability: policy shall provide \$1 million dollars per accident for bodily injury or disease.

If the Contractor maintains higher limits than the minimum shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

7.02 DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

All deductibles and/or self-insured retentions which apply to the insurance policies required herein will be declared in writing and approved by the County prior to commencement of this Agreement.

7.03 DOCUMENTATION

Prior to commencement of work and annually thereafter for the term of this Agreement, Contractor will provide to the County of San Luis Obispo, Department of Public Works, Room 207, County Government Center, CA 93408, Attention Design Engineer, Contract No. 245R12B611 & 245R12B613, properly executed certificates of insurance clearly evidencing the coverage, limits, and endorsements specified in this Agreement. Further, at the County's request, the Contractor shall provide certified copies of the insurance policies within thirty days of request.

Failure of the County to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of the County to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to obtain and maintain such insurance.

7.04 ABSENCE OF INSURANCE COVERAGE

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage levels at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense.



7.05 SPECIAL RISKS OR CIRCUMSTANCES

The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 8 – INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the County, its officers, employees, and volunteers 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 or relate in any way to any acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims, in their entirety, even when such claims arise from the comparative negligence of the County, its officers or employees. However, this indemnity will not extend to any claims arising out of the sole negligence or willful misconduct of the County, its officers or employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

1. Violation of statute.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Broad Form Property Damage (Including Completed Operations).
7. Premises Liability.
8. Strict Liability.
9. Inverse condemnation.
10. Violation of civil rights
11. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board, or any other California entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the County, against any responsibility or liability in contravention of Civil Code 2782.

It is the intent of the parties to provide the 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.

All of the preceding indemnification rights granted the County above shall survive any termination of this agreement.

#### ARTICLE 9 – FINAL PAYMENT

It is mutually agreed between the parties hereto, that no certificate given or payments made under this contract, except the final payment, shall be evidence of the performance of this contract, either wholly or in part, against any claim of the Contractor. Final payment for the work performed under this contract shall not be made until the lapse of thirty-five (35) calendar days after the notice of completion of said work has been filed for record and no payment shall be construed to be an acceptance of any defective work or improper materials. The Contractor further agrees that acceptance by the Contractor of the final payment due under this contract, and the adjustment and payment of his/her bill rendered for any work done in accordance with any amendments of this Contract, shall be and shall operate as a release to the County of San Luis Obispo from any and all claims or liabilities on account of work performed under this Contract except claims or liabilities for which written notice of claim or protest has been filed with the Public Works Director. Besides guarantees required elsewhere, the Contractor shall and does hereby guarantee all workmanship and material for a period of one year from and after both the date of acceptance of the work and the recordation of the notice of completion by the County and shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the County is or becomes defective during the period of said guarantee without expense whatsoever to the County.

#### ARTICLE 10 – CONTRACTOR’S REPRESENTATIONS

The Contractor hereby declares that he/she has read the Contract Documents pertaining to the work to be accomplished hereunder, has carefully examined the plans and detail drawings of the work to be performed and fully understands the intent and meaning of the same.

It is further stipulated and agreed that the Contractor shall keep himself/herself fully informed of all laws, ordinances, and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereupon and all such orders of bodies and tribunals having any jurisdiction over the same. If it be found that the Special Provisions or Standard Specifications for the work conflict with any such law, ordinance or regulation the Contractor shall immediately report same to the Public Works Director in writing. The Contractor shall at all times observe and comply with and shall cause all his/her agents, employees, and independent contractors hired by the Contractor to observe and comply with all such existing and future laws, ordinances, regulations, or decrees.

#### ARTICLE 11 – APPRENTICES

Attention is directed to the provisions in Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor.

The Contractor and any subcontractor shall comply with the requirements of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code in the employment of apprentices.



To insure compliance and complete understanding of the law relating to apprentices, and specifically the required ratio thereunder, each contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California, or one of its branch offices prior to commencement of work on this contract. Responsibility for compliance with said Labor Code Sections lies with the prime contractor.

#### ARTICLE 12 – PAYROLL RECORDS

Attention is directed to the provisions in Section 1776 of the Labor Code concerning Contractor and subcontractor payroll records.

The Contractor and any subcontractor shall comply with the requirements of Section 1776 of the Labor Code.

#### ARTICLE 13 – EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Contractor agrees to comply with all of the Equal Employment Opportunity provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), including the following:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Public Works setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Public Works, advising the said labor union or worker's representative of the Contractor's commitments under this Article 14 and shall post copies of the Notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County of San Luis



Obispo and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of this Article 14 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Public Works Director or the Secretary of Labor may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### ARTICLE 15 - SAFETY

All work conducted by the Contractor and/or subcontractors in the execution of this contract shall be in accordance with current CAL OSHA requirements. Full compensation for compliance with the provisions of this Article 15 shall be considered as included in the other items of work and no additional compensation will be allowed therefor.

#### ARTICLE 16 – BONDS

Contractor agrees that the Payment Bond and Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement or any other Contract Document. Contractor further agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to any legal action between Contractor and County to enforce any provision of the Contract Documents.

#### ARTICLE 17 – ATTORNEYS FEES

No provisions of the Contract Documents provide either the Contractor or the County the right to be awarded any attorney's fees and/or costs under Civil Code section 1717 in any legal action brought by either party to enforce any provision of the Contract Documents against the other party. The parties agree that any references to attorney's fees in language describing indemnification obligations do not constitute a contractual provision that would provide either the Contractor or the County the right to be awarded any attorney's fees and/or costs under Civil Code section 1717 in any legal action brought by either party to enforce any provision of the Contract Documents against the other party. Any other language in the Contract Documents providing for a recovery of attorney's fees shall be



strictly construed as not including the recovery of any attorney's fees incurred by either Contractor or County in any legal action brought by either party to enforce any provision of the Contract Documents against the other party.

The parties agree that the Contract Documents contain no provisions that would allow either the Contractor or the County to be awarded attorney's fees and/or costs under Civil Code section 1717. Nothing in this Article affects any right by Contractor or County to recover attorney's fees or costs by operation of any law other than Civil Code section 1717.

In the event of any conflict between language in this Article and any other language in the Contract Documents, the language in this Article shall prevail.



IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written, being authorized thereto.

COUNTY OF SAN LUIS OBISPO

CONTRACTOR

By: \_\_\_\_\_  
Chairperson of the Board of Supervisors  
County of San Luis Obispo

\_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
Clerk of the Board of Supervisors  
of the County of San Luis Obispo

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk  
County of San Luis Obispo

\_\_\_\_\_  
Printed Name and Title  
(If Contractor is a corporation, a partnership,  
or a joint venture, attach evidence of  
authority to sign)

APPROVAL RECOMMENDED  
PAAVO OGREN

By: PAAVO OGREN  
Director of Public Works

By: \_\_\_\_\_

Date: 6/26/2013

\_\_\_\_\_  
(Printed Name and Title)

APPROVED AS TO FORM AND  
LEGAL EFFECT:

Date: \_\_\_\_\_

RITA L. NEAL  
County Counsel  
County of San Luis Obispo

Address for giving notices:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

By: Rita L. Neal

Date: 6/21/13



**PERFORMANCE BOND**

KNOW ALL BY THESE PRESENTS: That

WHEREAS, the Board of Supervisors of the County of San Luis Obispo, 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 County of San Luis Obispo, (hereinafter called "County"), 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 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 County, 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 County and judgment is recovered, Surety shall pay all costs incurred by County 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.



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.



**PAYMENT BOND**

KNOW ALL BY THESE PRESENTS:

WHEREAS, the Board of Supervisors of the County of San Luis Obispo, State of California,  
and \_\_\_\_\_

\_\_\_\_\_ (hereinafter designated as "Principal") have  
entered into an agreement for \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

which said Agreement, and all of the Contract Documents attached to or forming a part of said Agreement, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law, the Principal is required before entering upon the performance of the Work, to file a good and sufficient bond with the body by whom the contract is awarded, to secure claims to which reference is made in Sections 3247 through 3252, inclusive, of the Civil Code of California, and Sections 3181, 3110, 3111 and 3112 of the Civil Code of California,

NOW, THEREFORE, said Principal and the undersigned \_\_\_\_\_

\_\_\_\_\_

as corporate surety, are held and firmly bound unto the County of San Luis Obispo, and unto all laborers, materialmen, and other persons referred to in said statutes in the sum of

\_\_\_\_\_

(\$\_\_\_\_\_), lawful money of the United States for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally by these presents.



The condition of this obligation is such that if the said Principal, his/her or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, 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.

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



IN WITNESS WHEREOF one identical counterpart of this instrument, which shall for all purposes be deemed an original thereof, has been duly executed by the 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.







**COUNTY OF SAN LUIS OBISPO  
DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION  
SPECIAL PROVISIONS**

**FOR**

**KLAU MINE ROAD AND HUASNA ROAD  
SLIP OUT REPAIR  
NACIMIENTO LAKE AREA AND NIPOMO  
SAN LUIS OBISPO COUNTY  
CONTRACT NOS. 245R12B611  
AND 245R12B613**

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CONTRACT NOS. 245R12B611 & 245R12B613

The Special Provisions contained herein have been prepared by or under the direction of the following registered engineer(s):

**PREPARED BY:**

Eugene F. Cunningham  
PROJECT ENGINEER

 6/26/13  
DATE

Jeff B. Werst  
DESIGN ENGINEER

 6/25/13  
DATE

**RECOMMENDED FOR APPROVAL AND ADVERTISING BY:**

Dave Flynn  
DEPUTY PUBLIC WORKS DIRECTOR

6/25/13  
DATE

**APPROVED BY:**

David Flynn  
PUBLIC WORKS DIRECTOR

6/26/2013  
DATE

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## SECTION 1. SPECIFICATIONS AND PLANS

### 1-1.01 SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006 (hereinafter called, "Standard Specifications"), the Standard Plans of the State of California, Department of Transportation, dated May 2006 (hereinafter called, "Standard Plans"), insofar as they may apply and in accordance with these Contract Documents. Wherever State Agencies, Departments, or Officers are referred to in the above mentioned Standard Specifications and Standard Plans, the comparable County of San Luis Obispo Agency, Department, or Officer having jurisdiction shall be meant thereby for the purpose of these Contract Documents.

The County hereby elects under Public Contract Code ' 20396 to have said applicable provisions of the Standard Specifications and Standard Plans referenced above, including those provisions modified by these Special Provisions, governed by the State Contract Act to the extent, and only to the extent, one or both of the following conditions is satisfied: (1) the applicable provisions of the Standard Specifications or Standard Plans expressly refer to the State Contract Act; or (2) the County would lack the authority to implement the applicable provisions of the Standard Specifications or Standard Plans absent the County's election to have the County's election to have the County's implementation of the provisions governed by the State Contract Act.

**No amendment by the Department of Transportation to the Standard Specifications shall apply to these Contract Documents unless the amendment is expressly set forth in these Special Provisions.**

In case of conflict between the Standard Specifications and the contract Special Provisions herein, the Special Provisions shall take precedence over such conflicting portions.

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## **SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS**

### **2-1.01 PROPOSAL REQUIREMENTS AND CONDITIONS**

Attention is directed to the provisions in Section 2, “Proposal Requirements and Conditions,” of the Standard Specifications and these Special Provisions for the requirements and conditions which the bidder must observe in preparation and the submission of their bid.

The bidder's bond shall conform to the bond form in the section titled “Bid Proposal and Forms” of the Contract Documents and shall be properly filled out and executed. The bidder’s bond form included in the Contract Documents may be used.

The following provisions for Section 2, “Proposal Requirements and Conditions,” of the Standard Specifications are hereby modified as set forth hereafter.

Section 2-1.03, “Examination of Plans, Specifications, Contract, and Site of Work,” of the Standard Specifications is hereby amended by modifying the first sentence of the 4th paragraph to read: “Inspection of such records may be made at the Department of Public Works and Transportation of the County of San Luis Obispo.”

Section 2-1.05, “Proposal Forms” of the Standard Specifications, is hereby amended by substituting the words, “General and Special Provisions” for the words, “Proposal and Contract” in the first sentence of the 2nd paragraph and by substituting the words, “Notice to Bidders” for the words, “Notice to Contractors” in the first sentence of the 3rd paragraph. The 4th paragraph is hereby amended to read: “Proposal forms shall be obtained from the Department of Public Works and Transportation, County Government Center, San Luis Obispo, CA. 93408.” The 5th paragraph is hereby deleted.

Section 2-1.07, “Proposal Guaranty” of the Standard Specifications, is hereby amended by substituting the words, “made payable to the County of San Luis Obispo” for the words, “made payable to the Director of Transportation” in the first paragraph. The 2nd paragraph is hereby amended by adding the following sentence, “The provisions of the Public Contract Code § 10181 are applicable to this contract.” The first sentence of the last paragraph is hereby amended by substituting the words, “General and Special Provisions” for the words, “Proposal and Contract”. The last sentence of the last paragraph is hereby deleted.

Section 2-1.08, “Withdrawal of Proposals” of the Standard Specifications, is hereby amended by substituting the words, “Office of the Clerk of the Board of Supervisors of the County of San Luis Obispo” for the words, “Office Engineer, Division of Construction” in the first sentence. The last sentence is hereby amended by modifying it to read: “Any bid received at the Office of the Clerk of the Board of Supervisors of the County of San Luis Obispo after the date and

time specified in the Notice to Bidders shall not be considered and shall be returned to the bidder unopened nor may any bid be withdrawn after the time fixed in the public notice for the opening of bids.”

Section 2-1.105, “Previous Disqualification, Removal or Other Prevention of Bidding”, of the Standard Specifications, is hereby amended by deleting the first paragraph.

Section 2-1.108, “Compliance with Orders of the National Labor Relations Board”, of the Standard Specifications, is hereby amended by modifying the last paragraph to read: “The statement required by said Section 10232 is included in the section titled “Bid Proposal and Forms” of the Contract Documents.”

Section 2-1.11, “Ineligibility to Contract”, of the Standard Specifications is hereby amended by modifying the last paragraph to read: “A form for the statement required by Section 10285.1 is included in the section titled “Bid Proposal and Forms” of the Contract Documents.”

#### 2-1.02 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

The designated subcontractors listed in the bidder's proposal shall list therein the name and address of all subcontractors to whom the bidder proposes to subcontract portions of the work in an amount in excess of 1/2 of one percent of the total bid, or in the case of bids for the construction of streets and highways, including bridges, in excess of 1/2 of the one percent or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act commencing with Section 4100 of the Public Contract Code. The bidder’s attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

The “DESIGNATION OF SUBCONTRACTORS” form for the designation of subcontractors, as required herein, is included in the section titled “Bid Proposal and Forms” of the Contract Documents and shall be completely filled out, signed by the bidder, and submitted with the bid proposal.

## **SECTION 3. AWARD AND EXECUTION OF CONTRACT**

### **3-1.01 AWARD OF CONTRACT**

Attention is directed to the provisions of Section 3, "Award and Execution of Contract," of the Standard Specifications and these Special Provisions for the requirements and conditions concerning award and execution of the contract.

The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all of the requirements prescribed. Such award, if made, will be made within 45 calendar days after the opening of proposals.

If the lowest responsible bidder refuses or fails to execute the contract, the Board of Supervisors of the County of San Luis Obispo may award the contract to the second lowest responsible bidder. Such award, if made, will be made within 75 calendar days after the opening of proposals. If the second lowest responsible bidder refuses or fails to execute the contract, the Board of Supervisors of the County of San Luis Obispo may award the contract to the third lowest responsible bidder. Such award, if made, will be made within 105 calendar days after the opening of proposals. The periods of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the County of San Luis Obispo and the bidder concerned.

### **3-1.02 CONTRACT BONDS**

The successful bidder shall furnish two (2) bonds:

1. The Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the contract. This bond shall be equal to one hundred percent (100%) of the total contract bid.
2. The Performance bond to guarantee the faithful performance of the contract. This bond shall be equal to one hundred percent (100%) of the total contract bid.

Forms for the two (2) required bonds are included in the section titled "Bid Proposal and Forms" of the Contract Documents.

Surety on said bonds must agree that death of the Contractor shall not relieve the surety of its obligation hereunder. The said surety, for the value received, must stipulate and agree that all alterations, extension of time, extra and additional work, and other changes authorized by these Specifications or any part of the contract may be made without securing consent of the surety on the contract bonds, and such actions shall not in any way affect the obligations of the surety on the bonds.

Attention is directed to the provisions in Section 6-1.075, "Guarantee," of the

Amendments to the Standard Specifications.

3-1.03 EXECUTION OF CONTRACT

The contract shall be signed by the successful bidder and returned, together with the contract bonds, copy of insurance policies, and Certificates of Insurance, with documents to verify any self insurance coverage within ten (10) calendar days, not including Saturdays, Sundays, and legal holidays, after the bidder has received the contract for execution.

The contract shall not be deemed executed by the successful bidder unless all of the above documents are received by the County with the signed contract within said time period. The bidder's security may be forfeited for failure to execute the contract within the time specified.

## **SECTION 4. PROSECUTION AND PROGRESS OF THE WORK**

### **4-1.01 GENERAL**

Attention is directed to the provisions in Section 8, "Prosecution and Progress," of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within ten (10) working days from the date of receipt of the County's "Notice to Proceed."

This work shall be diligently prosecuted to completion before the expiration of 20 WORKING DAYS from the date of receipt of the County's "Notice to Proceed." The Contractor shall not begin work in advance of receiving the County's "Notice to Proceed."

### **4-1.02 LIQUIDATED DAMAGES**

Attention is directed to Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these Special Provisions.

It is agreed by the parties to the contract that in the case all the work called for under the contract in all parts and requirements is not finished or completed within the number of working days as set forth in these Special Provisions, damage will be sustained by the County of San Luis Obispo, and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the County of San Luis Obispo the sum of ONE THOUSAND DOLLARS (\$1,000) per day for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above as liquidated and agreed damages; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the County may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

The language in Sections 10253 through 10260 of the Public Contract Code are incorporated herein by reference as though fully set forth herein (with the word "Director" therein construed to mean the Public Works Director); provided, however, that prequalification of bidders shall not be required, and any references in said sections to prequalification of bidders are hereby deleted.

### **4-1.03 CONTRACT SUBMITTALS**

The Contractor shall submit the following to the Engineer within ten (10) calendar days, not including Saturdays, Sundays, and legal holidays, of the Contractor's receipt of the fully executed contract:

- Storm Water Pollution Prevention Plan – 3 copies
- Recycling Plan

- Proposed Progress Schedule
- Identity of Project Safety Officer

The Contractor shall allow ten (10) days, not including Saturdays, Sundays, and legal holidays, for the Engineer's review. The Contractor shall revise and resubmit the submittal within 5 days, not including Saturdays, Sundays, and legal holidays, of receipt of the Engineer's comments. No claim will be allowed for damages or extensions of time because of delays in work resulting from rejection of the submittals or from revisions and resubmittal of the submittals. The number of working days within which the Contractor must complete the work under this contract shall be reduced by 1 working day for each day the Contractor fails to submit or resubmit the required submittal to the Engineer within the prescribed time allowances.

The Engineer's review and approval shall not waive any contract requirements and shall not relieve the Contractor from complying with Federal, State and local laws, regulations, and requirements. No claim will be allowed for damages or extensions of time because of delays in work resulting from any documents submitted by Contractor to any federal, state, or local agency that are determined by such agency to be incomplete or not in compliance with any applicable laws, regulations or requirements.

#### 4-1.04 MANDATORY PRE-CONSTRUCTION CONFERENCE

Prior to the issuance of the "Notice to Proceed" a mandatory pre-construction conference will be held at the office of the Construction Engineer for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include major superintendents and shall include major subcontractors' representatives. So long as the County provides the Contractor at least 5 calendar days advance notice of the date and time of said conference. The number of working days within which the Contractor must complete the work under this contract shall be reduced by 1 working day for each day said conference is delayed by the Contractor's failure to attend the conference with the appropriate representatives.

A written record of attendance and items discussed will be made by the Engineer and a copy of the record kept in the Engineer's files. If for any reason a pre-construction conference is not held the Engineer will notify the Contractor in writing.

## **SECTION 5. GENERAL AND MISCELLANEOUS**

### **5-1.01 DEFINITIONS AND TERMS**

Attention is directed to the provisions in Section 1, “Definitions and Terms,” of the Standard Specifications with the modifications as set forth hereafter.

Section 1-1.13, “Department,” of the Standard Specifications is hereby amended to read: “The County of San Luis Obispo acting by and through its Department of Public Works and Transportation.”

Section 1-1.15, “Director,” of the Standard Specifications is hereby amended to read: “The Director of the Department of Public Works and Transportation of the County of San Luis Obispo.”

Section 1-1.18, “Engineer,” of the Standard Specifications is hereby amended to read: “Any duly authorized representative either employed by or contracting with the Department of Public Works and Transportation acting within the scope of the particular duties delegated to them.”

Section 1-1.19, “Engineer’s Estimate,” of the Standard Specifications is hereby amended to read: “The contract bid form indicating the approximate quantities of work to be performed as contained in the Bid Proposal.”

Section 1-1.26, “Liquidated Damages,” of the Standard Specifications is hereby amended to read: “The amount prescribed in Section 4, “Prosecution and Progress of the Work,” of the Special Provisions pursuant to Government Code Section 53069.85 to be paid to the County, or to be deducted from any payments due, or to become due, the Contractor for each day’s delay in completing the whole or any specified portion of work beyond the time allowed in the Contract Documents.”

Section 1-1.39, “State,” of the Standard Specifications is hereby amended to read: “The State of California and its political subdivision, the County of San Luis Obispo.”

Section 1-1.40, “State Contract Act,” of the Standard Specifications is hereby amended to read: “Only those sections or provisions of Chapter 1 of Part 2 of Division 2 of the Public Contract Code (Section 10100 et seq.) which are specifically incorporated into this contract are applicable to this contract. All other sections and provisions of Chapter 1 of Part 2 of Division 2 of the Public Contract Code are not applicable to this contract and do not constitute a part hereof.”

### **5-1.02 SCOPE OF WORK**

Attention is directed to the provisions in Section 4, “Scope of Work,” of the Standard Specifications with the modifications as set forth hereafter.

Section 4-1.03B(1), "Increases of More Than 25 Percent," of the Standard Specifications is amended by adding the following sentence to the last paragraph: "Additionally, such written request by the Contractor shall be accompanied by adequate, detailed data to support actual costs incurred."

Section 4-1.03B(2), "Decreases of More Than 25 Percent," of the Standard Specifications is hereby amended by modifying the first sentence of the first paragraph to read: "Should the total pay quantity of any item of work required under the contract be less than 75 percent of the Engineer's Estimate therefor, the Engineer may reserve the right to make no adjustment in the corresponding unit price for that item if he/she so elects, except that an adjustment in compensation pursuant to this Section will be made if requested in writing by the Contractor. Additionally, such written request by the Contractor shall be accompanied by adequate, detailed data to support actual costs incurred."

Section 4-1.03D, "Extra Work," of the Standard Specifications is hereby amended by adding the following sentences to the 2nd paragraph: "All extra work shall be reported daily by the Contractor upon forms furnished by the Engineer, signed by both parties at the conclusion of each workday. Said daily extra work reports shall thereafter be considered the true record of the extra work performed and shall become the basis of payment therefor."

#### 5-1.03 CONTROL OF WORK

Attention is directed to Section 5, "Control of Work," of the Standard Specifications with the modifications as set forth hereafter.

Section 5-1.07, "Lines and Grades," of the Standard Specifications is hereby amended to read: "Stakes or marks will be set by the Engineer as the Engineer determines to be necessary to establish the lines and grades required for the completion of the work specified in these specifications, on the plans, and in the Special Provisions.

When the Contractor requests stakes or marks to be set, the Contractor shall notify the Engineer of the request in writing no less than three (3) working days in advance of starting operations that require their use. The Contractor shall also submit to the Engineer for acceptance, a tentative schedule of all anticipated staking requests for the initial thirty (30) working days of the contract. The Engineer shall determine if the staking request schedule is reasonable before recognizing any requests for stakes or marks to be set. Said schedule shall correlate with any order of work specified in the Contract Special Provisions. If any vegetation needs to be cleared or grubbed, as determined by the Engineer, before stakes or marks can be set, then the Contractor shall clear the obstructing vegetation for the proper placement of stakes or marks. The Engineer and the Contractor shall agree on the extent of vegetation removal necessary to prepare the work site for the setting of stakes or marks. Vegetation removal for the preparation of the work site for the setting of stakes or marks shall be considered as included in the various items of work involved and no additional compensation will be allowed therefor. The Contractor will not be entitled to any

compensation for any perceived delay, nor entitled to an extension of time for any perceived delay without due cause for the period between when the work site is deemed cleared by the Engineer and when the stakes or marks are set for use by the Contractor.

Stakes and marks set by the Engineer shall be carefully preserved by the Contractor. In case the stakes and marks are destroyed or damaged, the stakes and marks will be replaced or restored at the Engineer's earliest convenience. The Contractor will be charged \$875.00 for each stake or mark replaced or restored which in the judgment of the Engineer had been carelessly or willfully destroyed or damaged by the Contractor's operations. This charge will be deducted from any moneys due or to become due the Contractor.”

Section 5-1.116, “Differing Site Conditions,” of the Amendments to the Standard Specifications is hereby amended by including the following language from Section 7104 of the Public Contract Code: “7104. Any public works contract of a local public entity which involves digging trenches or other excavations that extend deeper than four feet below the surface shall contain a clause which provides the following: (a) That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any: (1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. (b) That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract. (c) That, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.”

#### 5-1.04 PREVAILING WAGE

Attention is directed to the provisions in Section 7-1.01A(2), “Prevailing Wage,” of the Standard Specifications and these Special Provisions.

Pursuant to the provisions of Section 1773 of the California Labor Code, the Board of Supervisors of the County of San Luis Obispo has obtained from the Director of the California Department of Industrial Relations the general

prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work for the locality in which the work is to be performed for each needed craft, classification, or type of workman. Copies of said prevailing rate of per diem wages are on file in the Office of the Clerk of the Board of Supervisors and available at the California Department of Industrial Relations' web site at:

[www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD).

The wage rates determined by the Director of Industrial Relations refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for work performed after this date has been determined. If work is to extend past this date, the new rate shall be paid and incorporated in the contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes.

Pursuant to Section 1773.2 of the Labor Code, a copy of said general prevailing rates shall be posted by the Contractor in a prominent place at the site of the work.

Additionally, the Director of Industrial Relations has reserved the right to issue corrected wage determinations for certain crafts contained in the prevailing wage determinations applicable to this contract. These corrected prevailing wage rates shall apply to this contract in the same manner as if they had been published in the prevailing wage determinations applicable to this contract. These revisions to the general prevailing wage rates are on file at the Office of the Clerk of the Board of Supervisors and available at the California Department of Industrial Relations' web site at:

[www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD).

Additionally, changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the contract when issued by the Director of Industrial Relations at least ten (10) calendar days prior to the date of the Notice to Bidders for the project. Changes, if any, to the general prevailing wage rate will be on file at the Office of the Clerk of the Board of Supervisors and available at the California Department of Industrial Relations' web site at:

[www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD).

#### 5-1.05 PROGRESS SCHEDULE

Progress schedules will be required for this contract and shall conform to the provisions in Section 8-1.04, "Progress Schedules," of the Standard Specifications.

The Contractor shall submit to the Engineer a practicable progress schedule in conformance with the provisions in Section 4-1.03, "Contract Submittals," of these Special Provisions, and within 5 working days of the Engineer's written request at any other time.

5-1.06 PRESERVATION OF PROPERTY

Attention is directed to the provisions in Section 7-1.11, "Preservation of Property," of the Standard Specifications is hereby amended by adding the following to the end of the second paragraph: "Pursuant to Section 8771(b) of the California Business and Professions Code, existing survey monuments that control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide survey control that are within or adjacent to the Contractor's operations, shall be located and referenced by or under the direction of a licensed land surveyor or registered civil engineer prior to the time when any streets, highways, other rights-of-way, or easements are improved, constructed, reconstructed, maintained, resurfaced, or relocated. In the event that any existing survey monument is disturbed in any way by the Contractor's operations as determined by a licensed land surveyor or registered civil engineer, they shall be reset accordingly and a corner record shall be filed with the county surveyor prior to the recording of a certificate of completion for the project. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in locating existing survey monuments by or under the direction of a licensed land surveyor or registered civil engineer, resetting any disturbed survey monument and filing a corner record, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor."

5-1.07 MEASUREMENT AND PAYMENT

Attention is directed to the provisions in Section 9, "Measurement and Payment," of the Standard Specifications with the modifications as set forth hereafter.

The 13th paragraph of Section 9-1.01, "Measurement of Quantities," of the Standard Specifications shall be amended to read as follows: "Whenever pay quantities of materials are determined by weighing, the scales shall be operated by a weighmaster licensed in accordance with provisions of the California business and Professions Code, Division 5, Chapter 7. The contractor shall furnish a Public Weighmaster's certificate, or a private Weighmaster's certificate (load slip) with each load and a Daily Record of Platform Scale Weights. The Weighmaster's certificates shall be numbered consecutively to correspond with the Daily Record of Platform Scale Weights. The Daily Record of Platform Scale Weights shall be prepared using a form supplied by the County and shall be delivered to the Engineer at the end of each day. Contractor shall provide the County sufficient advance notice so as to enable a representative of the County to be present to witness the Weighing and check the Daily Record of Platform Scale Weights."

Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications is hereby amended by adding the following: "Additionally, the written notice of potential claim shall be submitted on Caltrans form CEM-6201 and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655. The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall within 15 working days of submitting said notice, furnish an estimate of the cost of the affected work and impacts, if any, on project completion. Said estimate of costs may be changed or updated by the Contractor when conditions have changed. When the affected work is completed, the Contractor shall submit substantiation of actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of said notice of potential claim.

Should the Contractor, in conjunction with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the County that pertain to the potential claim, the Contractor shall make its records of the project, as deemed by the County to be pertinent to the potential claim, available to the County for inspection and copying."

Section 9-1.05, "Stop Notices," of the Standard Specifications is hereby amended by adding the following statement: "Stop notice information may be obtained from the Department of Public Works and Transportation."

Section 9-1.06, "Partial Payments," of the Standard Specifications is hereby amended by modifying the third paragraph to read: "In accordance with PUBLIC CONTRACT CODE SECTION 7201, the retention proceeds withheld from payment shall not exceed 5 percent of the payment."

Section 9-1.06, "Partial Payments," of the Standard Specifications is hereby amended by adding the following statement: "The Contractor will be required to certify each progress pay estimate. The certification will include the following Contractor Verification: Contractor has carefully reviewed this entire document and hereby attests that the quantities and amounts stated herein accurately represent the total work that has been performed, and materials that have been provided, under this Contract, and that all such work and materials are in compliance with the Contract Documents."

Section 9-1.065, "Payment of Withheld Funds," of the Standard Specifications is hereby amended to read: "Attention is directed to Section 9-1.06, "Partial Payments," of the Standard Specifications, to these Special Provisions and in particular to the retention provisions therein.

Upon the Contractor's request, the County will make payment to the Contractor of funds withheld to ensure performance of this contract if the Contractor, in accordance with Public Contract Code Section 22300, deposits in escrow with the County, or with a state or federally chartered bank in California securities

equivalent to the amount withheld. Securities eligible for investment under this section shall include bank or savings and loan certificates of deposit, the securities enumerated in Government Code Section 16430, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the County. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor. Alternatively, the Contractor may request that the County make payment of retention earned directly to the escrow agent as provided in subdivision (b) of Section 22300 of the Public Contract Code.

Each of the following conditions shall apply to the deposit of securities into escrow:

- (a) The Contractor shall bear the expense of the County and the escrow agent (either the County or the bank) in connection with the escrow deposit made.
- (b) Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
- (c) The value of any securities placed in escrow shall be based upon the market value of such securities as of the date the securities are deposited in escrow, and not upon the face value of the securities. Such securities shall be valued by the County, whose decision on valuation of the securities shall be final.
- (d) The escrow agreement shall provide that the escrow agent must convert the securities deposited therein for cash, in whole or in part, to meet the defaults by the Contractor upon a unilateral demand for such conversion by the Public Works Director, and further that any amount so demanded shall be paid to the County upon said unilateral demand for payment.
- (e) The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.
- (f) The Contractor shall enter into an escrow agreement satisfactory to the County, which agreement shall be substantially similar to the form set forth in Public Contract Code Section 22300. The Contractor shall obtain the written consent of the surety to such agreement. The Public Works Director is authorized to sign such escrow agreements on behalf of the County.

Section 9-1.07B, "Final Payments and Claims," of the Standard Specifications is hereby amended by deleting the introductory phrase "After acceptance by the Director," and inserting in its place the phrase: "After the Engineer makes a formal recommendation to the Director that the Public Works Department initiates the internal procedures that would allow the Board to accept the work at a future Board meeting,"

5-1.08 DETERMINATION OF DISPUTES

Public Contract Code Sections 10240 through 10245.4 shall not be applicable to this contract. Section 9-1.10, "Arbitration," of the Standard Specifications is hereby deleted. All disputes and claims arising under or by virtue of this contract shall be directed to and be determined by the Public Works Director. The Public Works Director's determination of disputes and claims pursuant to these Special Provisions shall constitute the decision of the County.

The parties agree that to the extent Article 1.5 of the Public Contract Code (Public Contract Code Section 20104 et seq) is applicable to any claims made under this contract, nothing in Article 1.5 excuses Contractor's compliance with the claim procedures set forth in the Standard Specifications (as amended by these Contract Documents). Nothing in Article 1.5 extends the time limit or supercedes the notice requirements set forth in the Standard Specifications (as amended by these Contract Documents). The parties mutually agree that all information required of the Contractor under said Standard Specifications (as amended by these Contract Documents) is hereby incorporated into the requirements of Article 1.5.

Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code provides as follows:

Article 1.5 Resolution of Construction Claims

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency. (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California. (2) "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant. (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant. (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant. (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant. (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim

pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators, and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds. (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

5-1.09 AUDIT OF RECORDS

The Contractor shall maintain and make available for examination and audit by the State Auditor General and/or duly authorized representatives of the State, County, or Federal Governments, all books, papers, accounting records, and other documents pertaining to the cost and performance of this contract.

The Contractor shall retain said books, papers, accounting records, and other documents for a period of three years after the date of final payment under this contract (Government Code Section 8546.7).

5-1.10 CONTRACTOR'S REPORTS

The Contractor shall complete a daily report indicating location worked, total manpower per construction trade for each task, major equipment on site, each subcontractor's manpower and equipment, weather conditions, and other related information involved in the performance of the work. The daily report shall be completed on forms furnished by the Engineer and shall be submitted to the Engineer at the conclusion of each workday. The report shall comment on the daily progress and status of the work within each major component of the work.

5-1.11 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

5-1.12 SUBCONTRACTING

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code §4100 et seq., the County may exercise the remedies provided under violates Public Contract Code §4100. The County may refer the violation to the Contractors State License Board as provided under Public Contract Code §4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract shall comply with the contract.

Each subcontractor shall have an active and valid State contractor's license with a classification appropriate for the work to be performed (Business and Professions Code, §7000 et seq.).

The Contractor shall submit copies of subcontracts upon request by the Engineer.

The Contractor shall submit a Subcontracting Request form prior to commencement of that portion of the work.

The Contractor shall not use a debarred subcontractor. Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

<http://www.dir.ca.gov/DLSE/Debar.html>.

Upon request by the Engineer, the Contractor shall immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

5-1.13 CONSTRUCTION SUBMITTALS

Construction project submittals, including shop drawings and manufacturer's product specifications, shall be supplied for all material, equipment items, and for other items of work required by its contract documents. The Contractor shall supply 5 copies of manufacturer's scaled, dimensioned shop drawings complete with all information required to describe the item and demonstrate compliance with contract drawings and these specifications. Submittals will only be accepted from the Contractor (not sub-contractor or material supplier). Neither fabrication nor onsite preparation shall be started before receipt of written review from the County.

Each submittal shall be sequentially numbered, dated, and appropriately titled with the specification number and description.

The Contractor's responsibility for errors, omissions, and deviations from the requirements of the contract documents in submittals is not relieved by the County's review. The Contractor shall be responsible for confirming and correlating all quantities and dimensions, the compatibility of different components, selecting fabrication processes and techniques of construction, coordinating its work with that of other trades or other contractors at the site, and performing its work in a safe and satisfactory manner. The County will require 10 working days for submittal review. No claim will be allowed for damages or extensions of time because of delays in work resulting from rejection of material or from revisions and resubmittal of shop drawings, project data, or samples.

Resubmittals will be reviewed and returned in the same review period as the original submittals. It is considered reasonable that the Contractor shall make a complete and acceptable submittal by the second submission. The Engineer reserves that right to withhold monies due to the Contractor to cover additional costs of any review beyond the second submittal. Full compensation for preparing submittals and shop drawings, as required, shall be considered as included in the contract items of work involved and no additional compensation will be allowed therefor.

#### 5-1.14 MEANS AND METHODS

The Engineer will not have control over, be in charge of, nor be responsible for construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the work, since these are solely Contractor's responsibility, unless otherwise required by the Contract Documents.

#### 5-1.15 LEGAL ADDRESS OF THE CONTRACTOR

Both the address given in the proposal and the Contractor's office in the vicinity of the work are hereby designated as places to either of which drawings, letters, notices, or other articles or communications to the Contractor may be mailed, transmitted electronically, or delivered. The mailing, electronic transmission, or delivery at either of these places shall be deemed sufficient notice thereof upon the Contractor.

Nothing herein contained shall be deemed to preclude the service of any drawing, letter, notice, article, or communication to, or upon, the Contractor or Contractor's representative personally. The address named in the proposal may be changed at any time by written notice from the Contractor to the Engineer.

#### 5-1.16 WEEKLY PROGRESS MEETINGS

Weekly meetings shall be held at the project site to review the progress of the work and to discuss any problems which may have occurred. Meeting shall include the Engineer, inspectors, and the Contractor's foreman. The Contractor shall provide an updated schedule at the weekly meeting.

Full compensation for preparing updated schedules and attending the progress meetings, as required, shall be considered as included in the contract items of work involved and no additional compensation will be allowed therefor.

5-1.17 GOVERNMENT CODE CLAIM REQUIREMENTS

Nothing in these Contract Documents shall excuse a Contractor from fully complying with the requirements of Part 3 of division 3.6 of Title 1 of the Government Code (commencing with section 900). Said requirements must be complied with before filing any claim in any court of law, and are in addition to the other claims procedures set forth in the Contract Documents shall be considered a substitute or alternative procedure for complying with the requirements of Part 3 of Division 3.6 of Title 1 of the Government Code (commencing with section 900.)

5-1.18 SURFACE MINING AND RECLAMATION ACT

Imported borrow or aggregate material must come from a surface mine permitted under the Surface Mining and Reclamation Act of 1975 (SMARA), Pub Res Code § 2710, et seq., or from an exempt site.

The Department of Conservation, Office of Mine Reclamation maintains a list of permitted mine sites. For the list of permitted sites, go to:

[http://www.conservation.ca.gov/omr/ab\\_3098\\_list](http://www.conservation.ca.gov/omr/ab_3098_list)

If Contractor obtains import borrow or aggregate material from a surface mine not on this list, Contractor shall submit written proof the mine is exempt from SMARA to the Engineer.

5-1.19 SUPPLEMENTAL WORK PAYMENTS

Certain extra work to be performed on this project has been designated in the bid proposal as a contract item of work. For bidding purposes, the Contractor shall deem the amount set forth in the "Total Amount" column for the designated item as the maximum amount allotted for said item of extra work.

The County reserves the right to increase, decrease or entirely eliminate any supplemental work item in this contract without penalty. Notwithstanding any other provision to the contrary (including but not limited to section 4-1.03B(3) of the Standard Specifications), the Contractor has no right to receive any payment(s) for Supplemental Work that is decreased or entirely eliminated by the County.

5-1.20 SOLID WASTE MANAGEMENT

For the purpose of complying with San Luis Obispo County Code, Title 8, Health and Sanitation, Chapter 8.12, “Solid Waste Management,” the Contractor shall recycle at least 50% of the construction and demolition waste generated by the project.

The following is a list of IWMA-Certified Recycling Facilities:

|  |              |
|--|--------------|
| C&D Recycling Facility at Cold Canyon Landfill   | 805-549-8332 |
| C&D Recycling Facility at Chicago Grade Landfill | 805-466-2985 |
| North SLO County Recycling                       | 805-434-0043 |
| API (roll-off/debris box company)                | 805-928-8689 |
| R&R (a roll-off/debris box company)              | 805-929-8000 |
| Recycling Facility at the Paso Robles Landfill   | 805-238-2028 |
| Santa Maria Transfer Station                     | 805-922-9255 |
| Bedford Enterprises/SMART                        | 805-922-4977 |

The Contractor shall complete and sign the “RECYCLING PLAN” form in conformance with the provisions in Section 4-1.03, “Contract Submittals,” of these Special Provisions. This form must be submitted and approved prior to receiving the Notice to Proceed.

This form must show how at least 50% of the project construction and demolition waste will be recycled.

The Contractor shall maintain receipts or other documentation for any facility or site that received waste from the project.

The Contractor shall submit a complete and accurate “DISPOSAL REPORT” form with original receipts and supporting documentation. This form must be submitted and approved prior to receiving the Notice of Completion.

If the Contractor fails to submit the required information showing the 50% recycling goal was met, the County could impose a penalty equal to 2 percent of the total contract amount.

Full compensation for complying with these requirements shall be considered as included in the prices paid for the various items of work generating such construction and demolition waste and no additional compensation will be allowed therefor.

The following are copies of the “RECYCLING PLAN” and “DISPOSAL REPORT” forms:



## RECYCLING PLAN FOR COUNTY PROJECTS

| <b>SECTION 1. PROJECT INFORMATION</b>            |          |                    |  |                |          |
|--|----------|--------------------|--|----------------|----------|
| Contract Title                                   |          | Contractor Name    |  |                |          |
|  |          | Contractor Phone   |  | Contractor Fax |          |
| Contract Number                                  |          | Street Address     |  |                |          |
| Total Contract Amount                            |          | City, State, Zip   |  |                |          |
| Print Name and Title                             |          |                    | Signature                                      |                | Date     |
| <b>SECTION 2. RECYCLING PLAN</b>                 |          |                    |  |                |          |
| <b>Before Construction (estimated tons)</b>      |          |                    |  |                |          |
|  | Landfill | Recycling Facility |  | Reuse          |          |
| <b>Materials</b>                                 | (Tons)   | (Tons)             | Location                                       | (Tons)         | Location |
| Cleared Vegetation                               |          |                    |  |                |          |
| Asphalt Concrete                                 |          |                    |  |                |          |
| Concrete   |          |                    |  |                |          |
| Metals (including spent equipment)               |          |                    |  |                |          |
| Lumber   |          |                    |  |                |          |
| Drywall  |          |                    |  |                |          |
| Mixed Recyclables                                |          |                    |  |                |          |
| Trash  |          |                    |  |                |          |
| <b>Totals</b>                                    |          |                    |  |                |          |
| <b>% Diversion</b>                               |          |                    |  |                |          |
| <b>Official Use Only</b>                         |          |                    |  |                |          |
| Recycling Plan Approved <input type="checkbox"/> |          |                    | Recycling Plan Denied <input type="checkbox"/> |                |          |
| Information Required:                            |          |                    |  |                |          |
| Print Name and Title                             |          |                    | Signature                                      |                | Date     |

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**DISPOSAL REPORT FOR COUNTY PROJECTS**

**SECTION 1. PROJECT INFORMATION**

|                       |                  |                |  |
|-----------------------|------------------|----------------|--|
| Contract Title        | Contractor Name  |                |  |
|                       | Contractor Phone | Contractor Fax |  |
| Contract Number       | Street Address   |                |  |
| Total Contract Amount | City, State, Zip |                |  |

**Contractor Certification: I certify under penalty of perjury that the information provided in this form is complete and accurate.**

|                      |           |      |
|----------------------|-----------|------|
| Print Name and Title | Signature | Date |
|----------------------|-----------|------|

**SECTION 2. DISPOSAL REPORT**

| Materials                          | After Construction (actual tons) |                    |          |        |          |
|------------------------------------|----------------------------------|--------------------|----------|--------|----------|
|                                    | Landfill                         | Recycling Facility |          | Reuse  |          |
|                                    | (Tons)                           | (Tons)             | Location | (Tons) | Location |
| Cleared Vegetation                 |                                  |                    |          |        |          |
| Asphalt Concrete                   |                                  |                    |          |        |          |
| Concrete                           |                                  |                    |          |        |          |
| Metals (including spent equipment) |                                  |                    |          |        |          |
| Lumber                             |                                  |                    |          |        |          |
| Drywall                            |                                  |                    |          |        |          |
| Mixed Recyclables                  |                                  |                    |          |        |          |
| Trash                              |                                  |                    |          |        |          |
| <b>Totals</b>                      |                                  |                    |          |        |          |
| <b>% Diversion</b>                 |                                  |                    |          |        |          |

**I have reviewed and approved the information submitted in this report for completeness**

|                           |            |       |
|---------------------------|------------|-------|
| Resident Engineer's Name: | Signature: | Date: |
|---------------------------|------------|-------|

**Official Use Only**

|   |   |
|---|---|
| Disposal Report Approved <input type="checkbox"/> | Disposal Report Denied <input type="checkbox"/> |
|---|---|

Information Required

|                      |           |      |
|----------------------|-----------|------|
| Print Name and Title | Signature | Date |
|----------------------|-----------|------|

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**SECTION 6. (*BLANK*)**

**SECTION 7. (*BLANK*)**



## SECTION 8. MATERIALS

### 8-1.01 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS:

The Department maintains the following list of Prequalified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Prequalified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

For those categories of materials included on the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

Materials and products may be added to the list of Prequalified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

### 8-1.02 PAVEMENT MARKERS, PERMANENT TYPE:

Retroreflective With Abrasion Resistant Surface (ARS)

- A. Apex, Model 921AR (100mm x 100mm) {4inches x 4inches}
- B. Avery Dennison (formerly Stimsonite), Models C88 (100mm x 100mm) {4inches x 4inches}, 911 (100mm x 100mm) {4inches x 4inches} and 953 (70mm x 114mm) {2.75inches x 4.5inches}
- C. Ray-O-Lite, Model "AA" ARS (100mm x 100mm) {4inches x 4inches}
- D. 3M Series 290 (89mm x 100 mm) {3.5inches x 4inches}
- E. 3M Series 290 PSA, with pressure sensitive adhesive pad (89mm x 100mm) {3.5inches x 4inches}

Retroreflective With Abrasion Resistant Surface (ARS)

(for recessed applications only)

- A. Avery Dennison (formerly Stimsonite), Model 948 (58mm x 119mm) {2.3inches x 4.7inches}
- B. Avery Dennison (formerly Stimsonite), Model 944SB (51mm x 100mm) {2inches x 4inches}\*  
\*The asterisk indicates that this product is not currently listed in the Standard Specifications.
- C. Ray-O-Lite, Model 2002 (58mm x 117mm) {2.3inches x 4.6inches}

- D. Ray-O-Lite, Model 2004 ARS (51mm x 100mm) {2inches x 4inches}\*  
\*For use only in 114mm {4.5inches} wide (older) recessed slots

Non-Reflective, 100mm {4inches}Round

- A. Alpine Products, "D-Dot" and "ANR" (ABS)
- B. Apex Universal (Ceramic)
- C. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
- D. Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)
- E. Glowlite (Ceramic)
- F. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
- G. Interstate Sales, "Diamond Back" (ABS) and (Polypropylene)
- H. Novabrite Models Cdot (White) Cdot-y (Yellow), Ceramic
- I. Novabrite Models Adot-w (White) Adot-y (Yellow), (ABS)
- J. Novabrite Models Pdot-w (White) Pdot-y (Yellow), Polypropylene
- K. Road Creations, Model RCB4NR (Acrylic)
- L. Three D Traffic Works TD10000 (ABS), TD10500 (Polypropylene)
- M. Zumar Industries, "Titan TM40A" (ABS)

8-1.03 PAVEMENT MARKERS, TEMPORARY TYPE:

Temporary Markers For Long Term Day/Night Use (6 months or less)

- A. Apex Universal, Model 924 (100mm x 100mm) {4inches x 4inches}
- B. Elgin Molded Plastics, "Empco-Lite" Model 901 (100mm x 100mm){4inches x 4inches}
- C. Road Creations, Model R41C (100mm x 100mm) {4inches x 4inches}
- D. Vega Molded Products "Temporary Road Marker" (75mm x 100 mm) {3inches x 4inches}

Temporary Markers For Short Term Day/Night Use (14 days or less)

(For seal coat or chip seal applications, clear protective covers are required)

- A. Apex Universal, Model 932
- B. Bunzl Extrusion, Models T.O.M., T.R.P.M., and "HH" (High Heat)
- C. Hi-Way Safety, Inc., Model 1280/1281

8-1.04 STRIPING AND PAVEMENT MARKING MATERIAL:

Permanent Traffic Striping and Pavement Marking Tape

- A. Advanced Traffic Marking, Series 300 and 400
- B. Brite-Line, Series 1000
- C. Brite-Line, "DeltaLine XRP"
- D. Swarco Industries, "Director 35" (For transverse application only)
- E. Swarco Industries, "Director 60"
- F. 3M, "Stamark" Series 380 and 5730
- G. 3M, "Stamark" Series 420 (For transverse application only)

Temporary (Removable) Striping and Pavement Marking Tape (6 months or less)

- A. Advanced Traffic Marking, Series 200
- B. Brite-Line, Series 100
- C. Garlock Rubber Technologies, Series 2000
- D. P.B. Laminations, Aztec, Grade 102
- E. Swarco Industries, "Director-2"
- F. Trelleborg Industri, R140 Series
- G. 3M, Series 620 "CR", and Series A750
- H. 3M, Series A145, Removable Black Line Mask  
(Black Tape: for use only on Asphalt Concrete Surfaces)
- I. Advanced Traffic Marking Black "Hide-A-Line"  
(Black Tape: for use only on Asphalt Concrete Surfaces)
- J. Brite-Line "BTR" Black Removable Tape  
(Black Tape: for use only on Asphalt Concrete Surfaces)
- K. Trelleborg Industri, RB-140  
(Black Tape: for use only on Asphalt Concrete Surfaces)

Preformed Thermoplastic (Heated in place)

- A. Avery Dennison, "Hotape"
- B. Flint Trading, "Premark," "Premark 20/20 Flex," and "Premark 20/20 Flex Plus"

Ceramic Surfacing Laminate, 150 mm x 150 mm {6inches x 6inches}

- A. Safeline Industries/Highway Ceramics, Inc.

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 1700 mm {66inches}

- A. Bunzl Extrusion, "Flexi-Guide Models 400 and 566"
- B. Carsonite, Curve-Flex CFRM-400
- C. Carsonite, Roadmarker CRM-375
- D. FlexStake, Model 654 TM
- E. GreenLine Models HWD1-66 and CGD1-66
- F. J. Miller Industries, Model JMI-375 (with soil anchor)

Special Use Type, 1700 mm {66 inches}

- A. Bunzl Extrusion, Model FG 560 (with 450 mm {18inches} U-Channel base)
- B. Carsonite, "Survivor" (with 450 mm {18inches} U-Channel base)
- C. Carsonite, Roadmarker CRM-375 (with 450 mm {18inches} U-Channel base)
- D. FlexStake, Model 604
- E. GreenLine Models HWDU and CGD (with 450mm {18inches} U-Channel base)
- F. Impact Recovery Model D36, with #105 Driveable Base
- G. Safe-Hit with 200 mm {8inches} pavement anchor (SH248-GP1)

- H. Safe-Hit with 380 mm {15inches} soil anchor (SH248-GP2) and with 450 mm {18inches}soil anchor (SH248-GP3)

Surface Mount Type, 1200mm {48inches}

- A. Bent Manufacturing Company, Masterflex Model MF-180EX-48
- B. Carsonite, "Super Duck II"
- C. FlexStake, Surface Mount, Models 704 and 754 TM
- D. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
- E. Three D Traffic Works "Channelflex" ID No. 522248W

CHANNELIZERS

Surface Mount Type, 900mm {36inches}

- A. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
- B. Bunzl Extrusion, Flexi-Guide Models FG300LD and FG300UR
- C. Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
- D. Carsonite, "Super Duck II" Model SDCF203601MB "The Channelizer"
- E. FlexStake, Surface Mount, Models 703 and 753 TM
- F. GreenLine, Model SMD-36
- G. Hi-Way Safety, Inc. "Channel Guide Channelizer" Model CGC36
- H. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
- I. Repo, Models 300 and 400
- J. Safe-Hit, Guide Post, Model SH236SMA
- K. The Line Connection, "Dura-Post" Model DP36-3 (Permanent)
- L. The Line Connection, "Dura-Post" Model DP36-3C (Temporary)
- M. Three D Traffic Works "Channelflex" ID No. 522053W

Lane Separation System

- A. Bunzl "Flexi-Guide (FG) 300 Curb System"
- B. Qwick Kurb, "Klemmfix Guide System"
- C. Recycled Technology, Inc. "Safe-Lane System"

CONICAL DELINEATORS, 1070mm {42inches}

(For 700mm Traffic Cones, see Standard Specifications)

- A. Bent Manufacturing Company "T-Top"
- B. Plastic Safety Systems "Navigator-42"
- C. Radiator Specialty Company "Enforcer"
- D. Roadmaker Company "Stacker"
- E. TrafFix Devices "Grabber"
- F. Three D Traffic Works "Ringtop" TD7000, ID No. 742143

OBJECT MARKERS

Type "K", 450mm {18inches}

- A. Bunzl, Model FG318PE
- B. Carsonite, Model SMD 615
- C. FlexStake, Model 701 KM
- D. Repo, Models 300 and 400

- E. Safe-Hit, Model SH718SMA
- F. The Line Connection, Model DP21-4K

Type "K-4" / "Q" Object Markers, 600mm {24inches}

- A. Bent Manufacturing "Masterflex" Model MF-360-24
- B. Bunzl Extrusion, Model FG324PE
- C. Carsonite, Super Duck II
- D. FlexStake, Model 701KM
- E. Repo, Models 300 and 400
- F. Safe-Hit, Models SH8 24SMA\_WA and SH8 24GP3\_WA
- G. The Line Connection, Model DP21-4Q
- H. Three D Traffic Works "Q" Marker, ID No. 531702W

8-1.05 CONCRETE BARRIER MARKERS AND TEMPORARY RAILING (TYPE K) REFLECTORS:

Impactable Type

- A. ARTUK, "FB"
- B. Bunzl Extrusion, Models PCBM-12 and PCBM-T12
- C. Duraflex Corp., "Flexx 2020" and "Electriflexx"
- D. Hi-Way Safety, Inc., Model GMKRM100
- E. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
- F. Sun-Lab Technology, "Safety Guide Light Model TM-5"
- G. Three D Traffic Works "Roadguide" 9304 Series, ID No.903176(One-Way), ID No. 903215 (Two-Way)

Non-Impactable Type

- A. ARTUK, JD Series
- B. Plastic Safety Systems "BAM" Models OM-BITARW and OM-BITARA
- C. Vega Molded Products, Models GBM and JD

**METAL BEAM GUARD RAIL POST MARKERS**

(For use to the left of traffic)

- A. Bunzl Extrusion, "Mini" (75mm x 254mm) {3inches x 10inches}
- B. Creative Building Products, "Dura-Bull, Model 11201"
- C. Duraflex Corp., "Railrider"

**CONCRETE BARRIER DELINEATORS, 400 mm {16 inches}**

(For use to the right of traffic)

- A. Bunzl Extrusion, Model PCBM T-16
- B. Safe-Hit, Model SH216RBM
- C. Sun-Lab Technology, "Safety Guide Light, Model TM16," (75mm x 300mm) {3inches x 12inches}
- D. Three D Traffic Works "Roadguide" ID No. 904364 (White), ID No. 904390 (Yellow)

**CONCRETE BARRIER-MOUNTED MINI-DRUM (260mm x 360mm x 570mm) {10inches x 14inches x 22inches}**

- A. Stinson Equipment Company "SaddleMarker"

#### SOUND WALL DELINEATOR

(Applied vertically. Place top of 75mm x 300mm {3inches x 12inches} reflective element at 1200mm {48inches} above plane of roadway)

- A. Bunzl Extrusion, PCBM S-36
- B. Sun-Lab Technology, "Safety Guide Light, Model SM12," (75mm x 300mm) {3inches x 12inches}

#### GUARD RAILING DELINEATOR

(Place top of reflective element at 1200mm {48inches} above plane of roadway)  
Wood Post Type, 686mm {27inches}

- A. Bunzl Extrusion, FG 427 and FG 527
- B. Carsonite, Model 427
- C. FlexStake, Model 102 GR
- D. GreenLine GRD 27
- E. J. Miller Model JMI-375G
- F. Safe-Hit, Model SH227GRD
- G. Three D Traffic Works "Guardflex" TD9100 Series, ID No. 510476

#### Steel Post Type

- A. Carsonite, Model CFGR-327 with CFGRBK300 Mounting Bracket

#### RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

- A. Avery Dennison T-6500 Series (Formerly Stimsonite, Series 6200) (For rigid substrate devices only)
- B. Avery Dennison WR-6100 Series
- C. Nippon Carbide, Flexible Ultralite Grade (ULG) II
- D. Reflexite, PC-1000 Metalized Polycarbonate
- E. Reflexite, AC-1000 Acrylic
- F. Reflexite, AP-1000 Metalized Polyester
- G. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
- H. 3M, High Intensity

#### Traffic Cones, 330mm {13inches} Sleeves

- A. Reflexite SB (Polyester), Vinyl or "TR" (Semi-transparent)

#### Traffic Cones, 100mm and 150mm {4inches x 6inches} Sleeves

- A. Nippon Carbide, Flexible Ultralite Grade (ULG) II
- B. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight"
- C. 3M Series 3840

#### Barrels and Drums

- A. Avery Dennison WR-6100
- B. Nippon Carbide, Flexible Ultralite Grade (ULG) II

- C. Reflexite, "Conformalight", "Super High Intensity" or "High Impact Drum Sheeting"
- D. 3M Series 3810

Barricades: Type I, Medium-Intensity (Typically Enclosed Lens, Glass-Bead Element)

- A. American Decal, Adcolite
- B. Avery Dennison, T-1500 and T-1600 series
- C. 3M Engineer Grade, Series 3170

Barricades: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

- A. Avery Dennison, T-2500 Series
- B. Kiwalite Type II
- C. Nikkalite 1800 Series

Signs: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

- A. Avery Dennison, T-2500 Series
- B. Kiwalite, Type II
- C. Nikkalite 1800 Series

Signs: Type III, High-Intensity (Typically Encapsulated Glass-Bead Element)

- A. Avery Dennison, T-5500 and T-5500A Series
- B. Nippon Carbide, Nikkalite Brand Ultralite Grade II
- C. 3M Series 3870

Signs: Type IV, High-Intensity (Typically Unmetallized Microprismatic Element)

- A. Avery Dennison, T-6500 Series (Formerly Stimsonite Series 6200)
- B. Nippon Carbide, Crystal Grade, 94000 Series

Signs: Type VI, Elastomeric (Roll-Up) High-Intensity, without Adhesive

- A. Avery Dennison, WU-6014
- B. Novabrite LLC, "Econobrite"
- C. Reflexite "Vinyl"
- D. Reflexite "SuperBright"
- E. Reflexite "Marathon"
- F. 3M Series RS34 (Orange) and RS20 (Fluorescent orange)

Signs: Type VII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

- A. 3M LDP Series 3924 (Fluorescent Red/Orange)
- B. 3M LDP Series 3970

Signs: Type VIII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

- A. Avery Dennison, T-7500 Series

Signs: Type IX, Very-High-Intensity (Typically Unmetallized Microprismatic Element)

- A. 3M VIP Series 3981 Diamond Grade (Fluorescent yellow)
- B. 3M VIP Series 3983 Diamond Grade (Fluorescent yellow/Green)
- C. 3M VIP Series 3990 Diamond

#### SPECIALTY SIGNS

- A. All Sign Products, STOP Sign (All Plastic), 750 mm {30 inches}
- B. Relexite "Endurance" Work Zone Sign (with Semi-Rigid Plastic Substrate)

#### SIGN SUBSTRATE

Fiberglass Reinforced Plastic (FRP)

- A. Fiber-Brite
- B. Sequentia, "Polyplate"
- C. Inteplast Group "InteCel" (13 mm {0.5-inch} for Post-Mounted CZ Signs, 1200 mm {48 inches} or less)

Aluminum Composite

- A. Alcan Composites "Dibond Material, 2 mm {0.08-inch}" (for temporary construction signs only)
- B. Mitsubishi Chemical America, Alpollic 350 (for temporary construction signs only)

## **SECTION 9. DESCRIPTION OF WORK**

The contract work consists of construct new steel sheet pile retaining walls to stabilize approximately 54-feet of Klau Mine Road at MP 9.3 and approximately 45-feet of Huasna Road at MP 9.65. The work includes furnishing and installing steel sheet pile walls, traffic control, stormwater/erosion control, structural backfill, furnishing and installing metal beam guardrail, fencing, installing P-Markers, and such other items or detail work not mentioned herein that are required by the Plans, the Standard Specifications, and/or these Special Provisions.



## SECTION 10. CONSTRUCTION DETAILS

### 10-1.01 ORDER OF WORK:

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work" of the State Standard Specifications and these Special Provisions.

Attention is directed to Section 4-1.04, "Mandatory Pre-Construction Conference", of the Special Provisions regarding the number of working days.

After having received written notice to proceed and within the "Beginning of Work" stated time found in Section 4, "Prosecution and Progress of the Work", of these Special Provisions, Contractor shall install the required construction areas signs as the first item of work. No other work will be allowed until the placement of the construction area signs has been completed.

The Contractor shall begin work at the Klau Mine Road location first due to regulatory permitting conditions, time restrictions, potential environmental impacts and other concerns.

Construction work for Klau Mine Road that is within the regulatory agency's jurisdictional areas (sheet pile wall and containment fence) shall take place only during the dry season, beginning no earlier than "summer" (reference F&WL Permit No **PENDING**) and completed no later than October 15, 2013.

All work activities during the construction phase will be confined to daylight hours. Daylight hours are defined as that daytime period between sunrise and sunset.

All environmental permits and CEQA document shall be readily available at the Project site at all times and shall be presented to any agency personnel upon request.

Attention is directed to Section 5-1.07 "Lines and Grades" of the State Standard Specifications regarding need and notification requests to the Engineer for grade and layout stakes.

During construction, in the event cultural resources are unearthed or discovered, the following standards apply:

1. Construction activities shall cease and the Public Works Environmental Program Division shall be notified so that the extent and location of discovered materials may be evaluated by a qualified archaeologist and/or paleontologist, and disposition of artifacts may be accomplished in accordance with state and federal law. The County shall implement the mitigation as required by the Environmental Coordinator.
2. In the event archaeological resources are found to include human remains, or in any other case where human remains are discovered during construction, the County Coroner is to be notified in addition to the Public Works Environmental Programs Division so that proper disposition may be accomplished.

At those locations exposed to public traffic where guard railings or barriers are to be constructed, reconstructed, or removed and replaced, the Contractor shall schedule operations so that at the end of each working day there shall be no post holes open nor shall there be any railing or barrier posts installed without the blocks and rail elements assembled and mounted thereon.

Payment for adhering to the order of work per this section shall be considered as included in the contract items of work involved and no separate payment will be made therefor.

**10-1.02 FIRE PREVENTION:**

The Contractor shall cooperate with local fire prevention authorities in eliminating hazardous fire conditions. Construction personnel shall be educated on preventing the risk of fire in the area and to properly dispose of cigarettes at the project site. Construction personnel shall have shovels and a fire extinguisher on-site during all construction activities.

Payment for compliance with the requirements of 'Fire Prevention' shall be considered as included in the contract items of work involved and no separate payment will be made therefor.

**10-1.03 ENVIRONMENTAL COMPLIANCE:**

The Contractor shall comply with all the conditions listed in both the Permit Summary Forms, Section 7-1.01G "Water Pollution" of the State Standard Specifications, and these Special Provisions. This work shall include and not be limited to exercising reasonable precaution to protect adjacent streams from storm water runoff, including furnishing, installing and removal of temporary containment fencing below the retaining wall work to prevent sediment and debris (generated from work activities) from rolling down the embankment into the creek. The containment fencing shall consist of wood or steel stakes utilizing filter fabric to construct a temporary 3-foot high debris/sediment containment fence. The Contractor shall also assign and submit to the Engineer a Manager to assure environmental permitting compliance.

Full compensation for conforming to the requirements of this section shall be considered as included in lump sum pay item "ENVIRONMENTAL COMPLIANCE" and no additional compensation is allowed therefore.

**10-1.04 CONSTRUCTION SITE MANAGEMENT:**

**GENERAL**

This work includes controlling potential sources of water pollution before they come in contact with storm water systems or watercourses.

Control material pollution and manage waste and non-storm water at the job site by implementing effective handling, storage, use, and disposal practices.

For information on documents under these Special Provisions, refer to the Caltrans' Preparation Manual, Dewatering Guide, and BMP Manual.

Preparation Manual, Dewatering Guide, and BMP Manual are available from the Caltrans' Construction Storm Water and Water Pollution Control web site.

**Definitions and Abbreviations**

BMP Manual: The Department's Construction Site Best Management Practices (BMP) Manual.

Dewatering Guide: The Department's Field Guide to Construction Site Dewatering.

Minor spills: Small quantities of oil, gasoline, paint, or other material that are small enough to be controlled by a first responder upon discovery of the spill.

Semi-significant spills: Spills that can be controlled by a first responder with help from other personnel.

Significant or hazardous spills: Spills that cannot be controlled by construction personnel.

## **Submittals**

Submit the following:

1. Material Safety Data Sheet (MSDS) at least 5 working days before material is used or stored
2. Monthly inventory records for material used or stored
3. Manifest forms for hazardous waste disposal within 5 days of transport and disposal
4. Copy of written approval to discharge into a sanitary sewer system at least 5 days before beginning discharge activities

## **CONSTRUCTION**

### **Spill Prevention and Control**

All construction vehicles and equipment used on site must be well maintained and checked daily for fuel, oil, and hydraulic fluid leaks or other problems that could result in spills of toxic materials.

A spill plan and appropriate spill control and clean up materials (e.g., oil absorbent pads) onsite are required in case spills occur. All trash and debris shall be confined in appropriate enclosed bins, and dispose of the trash and debris at an approved site at least weekly. Designate a staging area for equipment and vehicle fueling and storage at least 100 feet away from waterways, in a location where fluids cannot flow into waterways.

Implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site. As soon as it is safe, contain and clean up spills of petroleum products, sanitary and septic waste substances listed under CFR Title 40, Parts 110, 117, and 302.

In the event that a spill occurs, all Project activities shall immediately cease until cleanup of the spilled materials is completed. DFG shall be notified immediately by the Permittee of any spills and shall be consulted regarding cleanup procedures.

### **Minor Spills:**

Clean up minor spills using these procedures:

1. Contain spread of the spill
2. Recover spilled material using absorption
3. Clean contaminated area
4. Dispose of contaminated material promptly and properly

### **Semi-significant Spills:**

Clean up semi-significant spills immediately using these procedures:

1. Contain spread of the spill
2. Recover spilled material using absorption where the spill occurs on paved or an impermeable surface.

3. Contain the spill with an earthen dike and dig up contaminated soil for disposal where the spill occurs on soil
4. When the spill occurs during precipitation, cover the spill with plastic or other material to prevent contaminated runoff
5. Dispose of contaminated material promptly and properly

**Significant or Hazardous Spills:**

Immediately notify qualified personnel of significant or hazardous spills. Construction personnel must not attempt to cleanup the spill until qualified staff has arrived.

Do the following:

1. Notify the Engineer and follow up with a written report
2. Obtain the services of a spills contractor or hazardous material team immediately
3. Notify the local emergency response team by dialing 911 and county officials at the emergency phone numbers kept on the job site
4. Notify the Governor's Office of Emergency Services Warning Center at (805) 852-7550
5. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities under CFR Title 40, Parts 110, 119, and 302
6. Notify other agencies as appropriate, including:
  - a. Fire Department
  - b. Public Works Department
  - c. Coast Guard
  - d. Highway Patrol
  - e. County Sheriff Department
  - f. Department of Toxic Substances
  - g. California Division of Oil and Gas
  - h. Cal OSHA
  - i. Regional Water Resources Control Board

Report minor, semi-significant, and significant spills to the WPC (Water Pollution Control) manager. WPC manager must notify the Engineer immediately. WPC manger must oversee and enforce proper spill prevention and control measures.

Prevent spills from entering storm water runoff before and during cleanup. Spills must not be buried or washed with water.

Keep materials or waste storage areas clean, well organized, and equipped with enough cleanup supplies for the material stored.

## **Vehicle and Material Management**

Any equipment or vehicles driven and/or operated within or adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic and terrestrial life.

Vehicles shall not operate in the channel at any time, except that an excavator or similar equipment operated along the top of bank may extend toward the channel to facilitate placement of rock slope protection (RSP) or other material.

Construction vehicle access to the stream's banks and bed shall be limited to predetermined ingress and egress corridors on existing roads. All other areas adjacent to the work site shall be considered an ESA and shall remain off-limits to construction equipment. Vehicle corridors and the ESA shall be identified by the Permittee's resident engineer in consultation with the Department representative.

Any staging or equipment/vehicle parking areas shall be free of combustible vegetation and work crews shall have shovels and a fire extinguisher on site during all construction activities.

## **Material Management**

### **General**

Material must be delivered, used, and stored for this job in a way that minimizes or eliminates discharge of material into the air, storm drain systems, or watercourses.

Implement the practices described in this section while taking delivery of, using, or storing these materials:

1. Hazardous chemicals including acids, lime, glues, adhesives, paints, solvents, and curing compounds.
2. Soil stabilizers and binders
3. Fertilizers
4. Detergents
5. Plaster
6. Petroleum products including fuel, oil, and grease.
7. Asphalt components and concrete components
8. Pesticides and herbicides

Employees trained in emergency spill cleanup procedures must be present during unloading of hazardous materials or chemicals. If practical, use less hazardous products.

### **Material Storage**

Use these storage procedures:

1. Store liquids, petroleum products, and substances listed in CFR Title 40, Parts 110, 117, and 302 in containers or drums approved by the United States Environmental Protection Agency, and place them in secondary containment facilities.

2. Secondary containment facilities must be impervious to the materials stored there for a minimum contact time of 72 hours.
3. Throughout the rainy season, cover secondary containment facilities during non-working days and when precipitation is predicted. Secondary containment facilities must be adequately ventilated.
4. Keep secondary containment facility free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, collect accumulated liquid and place into drums within 24 hours. Handle these liquids as hazardous waste under "Hazardous Waste" unless testing determines them to be nonhazardous.
5. Do not store incompatible materials, such as chlorine and ammonia, in the same secondary containment facility.
6. Store materials in the original containers with the original product labels maintained in legible condition. Replace damaged or illegible labels immediately.
7. Secondary containment facility must have the capacity to contain precipitation from a 24-hour-long, 25-year storm; and 10 percent of the aggregate volume of all containers, or entire volume of the largest container within the facility, whichever is greater.
8. Store bagged or boxed material on pallets. Throughout the rainy season, protect bagged or boxed material from wind and rain during non-working days and while precipitation is predicted.
9. Provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas must be kept clean, well organized, and equipped with cleanup supplies appropriate for the materials being stored.
10. Repair or replace perimeter controls, containment structures, covers, and liners as necessary. Inspect storage areas before and after precipitation, and at least weekly during other times.

### **Stockpile Management**

Use these stockpile management procedures:

1. Reduce or eliminate potential air and water pollution from stockpiled material including soil, paving material, or pressure treated wood.
2. Locate stockpiles:
  - a. If within the floodplain, at least 100 feet from concentrated flows of storm water, drainage courses, or inlets unless approved
  - b. If outside the floodplain, at least 50 feet from concentrated flows of storm water, drainage courses, or inlets unless approved

Active and inactive soil stockpiles must be:

1. Covered with soil stabilization measures, plastic sheeting, or geosynthetic fabric
2. Surrounded with a linear sediment barrier

Portland cement concrete rubble, AC, HMA, AC and HMA rubble, aggregate base or

aggregate sub-base stockpiles must be:

1. Covered with plastic sheeting, or geosynthetic fabric
2. Surrounded with a linear sediment barrier

Control wind erosion during year round under Section 10, "Dust Control" of the Standard Specifications.

Repair or replace linear sediment barriers and covers as needed to keep them functioning properly. If sediment accumulates to 1/3 of the linear sediment barrier height, remove sediment.

## **Waste Management**

### **Solid Waste**

Do not allow litter or debris to accumulate anywhere on the job site. Pick up and remove trash and debris from the job site at least once a week.

WPC manager must monitor solid waste storage and disposal procedures on the job site.

If practicable, recycle nonhazardous job site waste and excess material. If recycling is not practicable, disposal must comply with Section 7-1.13, "Disposal of Material outside the Highway Right of Way" of the Standard Specifications.

Furnish enough closed-lid dumpsters of sufficient size to contain the solid waste generated by work activities. Once refuse reaches the fill line, empty dumpsters. Dumpsters must be watertight. Do not wash out dumpsters at the job site. Furnish additional containers and more frequent pickup during the demolition phase of construction.

Solid waste includes:

1. Brick
2. Mortar
3. Timber
4. Metal scraps
5. Sawdust
6. Pipe
7. Electrical cuttings
8. Non-hazardous equipment parts
9. Styrofoam and other packaging materials
10. Vegetative material and plant containers from highway planting
11. Litter and smoking material, including litter generated randomly by the public
12. Other trash and debris

Furnish and use trash receptacles in the job site yard, field trailers, and locations where workers gather for lunch and breaks.

#### Hazardous Waste

Use hazardous waste management practices if waste is generated on the job site from these substances:

1. Petroleum products
2. Asphalt products
3. Concrete curing compound
4. Pesticides
5. Acids
6. Paints
7. Stains
8. Solvents
9. Wood preservatives
10. Roofing tar
11. Road flares
12. Lime
13. Glues and adhesives
14. Materials classified as hazardous by California Code of Regulations, Title 22, Division 4.5; or listed in CFR Title 40, Parts 110, 117, 261, or 302

WPC manager must oversee and enforce hazardous waste management practices. Minimize the production of hazardous materials and hazardous waste at the job site. If damaged, repair or replace perimeter controls, containment structures, and covers.

If hazardous material levels are unknown, use a laboratory certified by the Environmental Laboratory Accreditation Program (ELAP) under the California Department of Public Health (CDPH) to sample and test waste to determine safe methods for storage and disposal.

Separate potentially hazardous waste from nonhazardous waste at the job site. Hazardous waste must be handled, stored, and disposed of under California Code of Regulations, Title 22, Division 4.5, Section 66262.34; and in CFR Title 49, Parts 261, 262, and 263.

Store hazardous waste in sealed containers constructed and labeled with the contents and date accumulated under California Code of Regulations, Title 22, Division 4.5; and in CFR Title 49, Parts 172, 173, 178, and 179. Keep hazardous waste containers in temporary containment facilities under "Material Storage" of these Special Provisions.

Furnish containers with adequate storage volume at convenient locations for hazardous waste collection. Do not overfill hazardous waste containers. Do not mix hazardous wastes. Do not allow potentially hazardous waste to accumulate on the ground. Store any dry-waste

containers that are not water-tight on top of pallets. Store hazardous waste away from storm drains, watercourses, moving vehicles, and equipment.

Clean water based or oil based paint from brushes or equipment within a contained area and in a way that does not contaminate soil, watercourses, or storm drain systems. Handle and dispose of these as hazardous waste: paints, thinners, solvents, residues, and sludges that cannot be recycled or reused. When thoroughly dry, dispose of these as solid waste: dry, latex paint and paint cans, used brushes, rags, absorbent materials, and drop cloths.

Dispose of hazardous waste within 90 days of being generated. Use a licensed hazardous waste transporter to take hazardous waste to a Class I Disposal Site. Submit a copy of uniform hazardous waste manifest forms within 24 hours of transporting hazardous waste to the Engineer.

WPC manager must inspect these daily:

1. Storage areas for hazardous materials and wastes
2. Hazardous waste disposal and transporting activities
3. Hazardous material delivery and storage activities

### **Contaminated Soil**

Identify contaminated soil from spills or leaks by noticing discoloration, odors, or differences in soil properties. Soil with evidence of contamination must be sampled and tested by a laboratory certified by ELAP. If levels of contamination are found to be hazardous, handle and dispose of the soil as hazardous waste.

Prevent the flow of water, including ground water, from mixing with contaminated soil by using one or a combination of these measures:

1. Berms
2. Cofferdams
3. Grout curtains
4. Freeze walls
5. Concrete seal course

If water mixes with contaminated soil and becomes contaminated, sample and test the water using a laboratory certified by ELAP. If levels of contamination are found to be hazardous, handle and dispose of the water as hazardous waste.

### **Concrete Waste**

Use practices that will prevent the discharge of portland cement concrete, AC, or HMA waste into storm drain systems or watercourses.

Collect and dispose of portland cement concrete, AC, or HMA waste at locations where:

1. Concrete material, including grout, is used
2. Concrete dust and debris result from demolition

3. Saw cutting, coring, grinding, grooving, or hydro-concrete demolition of portland cement concrete, AC, or HMA creates a residue or slurry
4. Concrete truck or other concrete-coated equipment is cleaned at the job site

### **Sanitary and Septic Waste**

Do not bury or discharge wastewater from sanitary or septic systems within County right of way. WPC manager must inspect sanitary or septic waste storage and monitor disposal procedures at least weekly. Sanitary facilities that discharge to the sanitary sewer system must be properly connected and free from leaks. Place sanitary facilities at least 50 feet away from storm drains, watercourse, and flow lines.

Obtain written approval from local health agency, city, county, and sewer district before discharging from a sanitary or septic system directly into a sanitary sewer system, and submit a copy to the Engineer. Comply with local health agency provisions while using an on-site disposal system.

### **Liquid Waste**

Use practices to prevent job site liquid waste from entering storm drain systems or watercourses. Liquid wastes include the following:

1. Drilling slurries or fluids
2. Grease-free or oil-free wastewater or rinse water
3. Dredgings, including liquid waste from drainage system cleaning
4. Liquid waste running off a surface including wash or rinse water
5. Other non-storm water liquids not covered by separate permits

Hold liquid waste in structurally sound, leak proof containers such as:

1. Roll-off bins
2. Portable tanks

Liquid waste containers must be of sufficient quantity and volume to prevent overflow, spills and leaks.

Store containers:

1. At least 50 feet from moving vehicles and equipment
2. If within the floodplain, at least 100 feet from concentrated flows of storm water, drainage courses, watercourses, or storm drain inlets unless approved
3. If outside the floodplain, at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, or storm drain inlets unless approved

Remove and dispose of deposited solids from sediment traps under "Solid Waste" unless the Engineer authorizes another method.

Liquid waste may require testing to determine hazardous material content before disposal.

Drilling fluids and residue must be disposed of outside the highway right of way.

If an approved location is available within the job site, fluids and residue exempt under Section 2511(g) of the California Code of Regulations, Title 23 and may be dried by evaporation in a leak proof container. Dispose of remaining solid waste under "Solid Waste" of these Special Provisions.

### **Non-Storm Water Management**

#### **Water Control and Conservation**

Manage water used for work activities to prevent erosion or discharge of pollutants into storm drain systems or watercourses. Obtain approval before washing anything on the job site with water that could discharge into a storm drain system or watercourse. Report discharges immediately.

If water is used at the job site, implement water conservation practices. Inspect irrigation areas. Adjust watering schedules to prevent erosion, excess watering, or runoff. Shut off water source to broken lines, sprinklers, or valves, and repair breaks within 24 hours. If possible, reuse water from waterline flushing for landscape irrigation. Sweep and vacuum paved areas: do not wash with water.

Direct job site water runoff, including water from water line repair, to areas where it can infiltrate into the ground and not enter storm drain systems or watercourses. Do not allow spilled water to escape water truck filling areas. If possible, direct water from off-site sources around the job site. Minimize the contact of off-site water with job site water.

#### **Illegal Connection and Discharge Detection and Reporting**

Inspect the job site and the site perimeter before starting work for evidence of illegal connections, discharges, or dumping. After starting work, inspect the job site and perimeter on a daily schedule. When illegal connections, discharges, or dumping are discovered, notify the Engineer immediately. Take no further action unless ordered by the Engineer. Assume unlabeled or unidentifiable material is hazardous.

Look for the following evidence of illegal connections, discharges, or dumping:

1. Debris or trash piles
2. Staining or discoloration on pavement or soils
3. Pungent odors coming from drainage systems
4. Discoloration or oily sheen on water
5. Stains or residue in ditches channels or drain boxes
6. Abnormal water flow during dry weather
7. Excessive sediment deposits
8. Nonstandard drainage junction structures
9. Broken concrete or other disturbances near junction structures

#### **Vehicles and Equipment Cleaning**

Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. Notify the Engineer before cleaning vehicles and equipment at the job site with soap, solvents, or steam. Contain and recycle or dispose of resulting waste under "Liquid Waste" or "Hazardous Waste" of these Special Provisions, whichever is applicable. Do not use diesel to clean vehicles or equipment, and minimize the use of solvents.

Clean or wash vehicles and equipment in a structure equipped with disposal facilities. If using a structure is not possible, vehicles and equipment must be cleaned or washed in an outside area:

1. Paved with AC, HMA, or portland cement concrete
2. Surrounded by a containment berm
3. Equipped with a sump to collect and dispose of wash water
4. If within the floodplain, located at least 100 feet from concentrated flows of storm water, drainage courses, watercourses, or storm drain inlets unless approved
5. If outside the floodplain, located at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, or storm drain inlets unless approved

When washing vehicles or equipment with water, use as little water as possible. Hoses must be equipped with a positive shutoff valve

Discharge liquid from wash racks to a recycle system or to another approved system. Remove liquids and sediment as necessary.

WPC manger must inspect vehicle and equipment cleaning facilities:

1. Daily when vehicle and equipment cleaning occurs daily
2. Weekly when vehicle and equipment cleaning does not occur daily

### **Vehicle and Equipment Fueling and Maintenance**

All fueling and maintenance activity shall occur in designated staging areas.

If fueling or maintenance must be done at the job site, designate a site, or sites, and obtain approval before using. Minimize mobile fueling or maintenance.

All fueling and maintenance of vehicles, other equipment, and staging/storage areas shall be located as far as practical from any riparian habitat or water body. All refueling, maintenance, and staging of equipment and vehicles will occur, given site constraints, at least as far as practical from riparian habitat or water bodies and employing best management practices to prevent a spill from draining directly toward aquatic habitat. A monitor will ensure contamination of habitat does not occur during such operations and a secondary containment, such as a drain pan or drain cloth, shall be used when fueling to catch spills or leaks. Prior to the onset of work, the County will ensure that a plan is in place for prompt and effective response to any accidental spills. All workers will be informed of the importance of preventing spills and of the appropriate measures to take should a spill occur.

Servicing and fueling of vehicles will be accomplished with the use of the following best management practices:

1. Servicing and fueling shall take place as far as practical from the seasonal streams.

2. When fueling, tanks shall not be "topped off."
3. A secondary containment, such as a drain pan or drain cloth, shall be used when fueling to catch spills or leaks.
4. All fluid spills shall be reported immediately.
5. Storage of hazardous materials shall be as far as practical from the seasonal streams.
6. A contingency plan for possible leaks and spills of hazardous materials into the seasonal streams shall be developed and implemented as appropriate.

During construction/ground disturbing activities, the following measures to reduce ozone precursor emissions shall be implemented:

1. Maintain all construction equipment in proper tune according to manufacturer's specifications.
2. Fuel all off-road and portable diesel powered equipment, including but not limited to bulldozers, graders, cranes, loaders, scrapers, backhoes, generator sets, compressors, auxiliary power units, with ARB certified motor vehicle diesel fuel (non-taxed version suitable for use off-road).
3. Maximize to the extent feasible, the use of diesel construction equipment meeting the ARB's 1996 or newer certification standard for off-road heavy duty diesel engines.

If vehicle and equipment fueling and maintenance must be done on the job site, areas for these activities shall be approved by the Engineer and must be:

1. On level ground
2. Protected from storm water run-on
3. If within the floodplain, located at least 100 feet from concentrated flows of storm water, drainage courses, watercourses, or storm drain inlets unless approved
4. If outside the floodplain, located at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, or storm drain inlets unless approved

Use containment berms or dikes around the fueling and maintenance area. Keep adequate quantities of absorbent spill cleanup material and spill kits in the fueling and maintenance area and on fueling trucks. Dispose of spill cleanup material and kits immediately after use. Use drip pans or absorbent pads during fueling or maintenance.

Fueling or maintenance activities must not be left unattended. Fueling nozzles must be equipped with an automatic shutoff control. Vapor recovery fueling nozzles must be used where required by the Air Quality Management District. When not in use, nozzles must be secured upright. Do not top-off fuel tanks.

Recycle or properly dispose of used batteries and tires.

WPC manager must inspect vehicle and equipment maintenance and fueling areas:

1. Daily when vehicle and equipment maintenance and fueling occurs daily

2. Weekly when vehicle and equipment maintenance and fueling does not occur daily

WPC manager must inspect vehicles and equipment at the job site for leaks and spills on a daily schedule. Operators must inspect vehicles and equipment each day of use.

If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.

### **Material and Equipment Used Over Water**

Place drip pans and absorbent pads under vehicles or equipment used over water. Keep an adequate supply of spill cleanup material with the vehicle or equipment. If the vehicle or equipment will be idle for more than one hour, place drip pans or plastic sheeting under vehicles or equipment on docks, barges, or other surfaces over water.

Furnish watertight curbs or toe boards on barges, platforms, docks, or other surfaces over water to contain material, debris, and tools. Secure material to prevent spills or discharge into water due to wind.

### **Structure Removal Over or Adjacent to Water**

Do not allow demolished material to enter storm water systems or watercourses. Use approved covers and platforms to collect debris. Use attachments on equipment to catch debris on small demolition activities. Empty debris catching devices daily and handle debris under "Waste Management" of these Special Provisions.

WPC manager must inspect demolition sites within 50 feet of storm water systems or watercourses daily.

### **Paving, Sealing, Saw-cutting, Grooving, and Grinding Activities**

Prevent the following materials from entering storm drain systems or water courses:

1. Cementitious material
2. Asphaltic material
3. Aggregate or screenings
4. Grinding, grooving, or saw cutting residue
5. Pavement chunks
6. Shoulder backing
7. Methacrylate

Cover drainage inlets and use linear sediment barriers to protect downhill watercourses until paving, sealing, saw-cutting, grooving, or grinding activities are completed and excess material has been removed. Cover drainage inlets and manholes during the application of seal coat, tack coat, slurry seal, or fog seal.

If precipitation is predicted, limit paving, saw-cutting, and grinding to places where runoff can be captured.

Do not start seal coat, tack coat, slurry seal, or fog seal activities if precipitation is predicted during the application or curing period. Do not excavate material from existing roadways during precipitation.

Use a vacuum to remove slurry immediately after slurry is produced. Do not allow slurry to run onto lanes open to traffic or off the pavement.

Collect residue from portland cement concrete grinding and grooving activities with a vacuum attachment on the grinding machine. Do not leave any residue on the pavement or allow the residue to flow across the pavement.

If approved, material excavated from existing roadways may be stockpiled under "Stockpile Management" of these Special Provisions.

Do not coat asphalt trucks and equipment with substances that contain soap, foaming agents, or toxic chemicals.

Park any paving equipment over drip pans or plastic sheeting with absorbent material to catch any drips when not in use.

### **Thermoplastic Striping and Pavement Markers**

Thermoplastic striping and preheating equipment shutoff valves must work properly at all times. Do not preheat, transfer, or load thermoplastic within 50 feet of drainage inlets or watercourses. Do not fill a preheating container above a level that is 6 inches below the top. Truck beds must be cleaned daily of scraps or melted thermoplastic.

Do not unload, transfer, or load bituminous material for pavement markers within 50 feet of drainage inlets or watercourses. Release all pressure from a melting tank before removing the lid to fill or service. Do not fill a melting tank above a level that is 6 inches below the top.

Collect bituminous material from the roadway after marker removal.

### **Pile Driving**

Keep spill kits and cleanup material at pile driving locations. Pile driving equipment must be parked over drip pans, absorbent pads, or plastic sheeting with absorbent material. If precipitation is predicted, protect pile driving equipment by parking on plywood and covering with plastic.

To properly store pile-driving equipment, when not in use: Stored pile driving equipment must be:

1. Kept on level ground
2. Protected from storm water run-on
3. If within the floodplain, at least 100 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved
4. If outside the floodplain, at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved

If practicable, use vegetable oil instead of hydraulic fluid.

The WPC Manager must inspect the pile driving area for leaks and spills:

1. Daily when pile driving occurs daily
2. Weekly when pile driving does not occur daily

## **Concrete Curing**

Do not overspray chemical curing compound. Minimize the drift by spraying as close to the concrete as possible. Cover drainage inlets before applying the curing compound.

Minimize the use and discharge of water by using wet blankets or similar methods to maintain moisture while curing concrete.

## **Concrete Finishing**

Collect and dispose of water and solid waste from high-pressure water blasting. Cover drainage inlets within 50 feet before sandblasting. Minimize drift of dust and blast material by keeping the nozzle close to the surface of the concrete. The blast residue may contain hazardous material.

Inspect concrete finishing containment structures for damage before each day of use and before predicted precipitation. Remove liquid and solid waste from containment structures after each work shift.

## **Sweeping**

Sweeping must be done using hand or mechanical methods such as vacuuming.

Monitor paved areas and roadways within the job site for sediment and debris generating activities such as:

1. Clearing and grubbing
2. Earthwork
3. Trenching
4. Roadway structural section work
5. Vehicles entering and leaving the job site
6. Soil disturbing work
7. Work that causes offsite tracking of material

If sediment or debris is observed, perform sweeping:

1. Within:
  - a. 8 hours of predicted rain
  - b. 24 hours unless the Engineer approves a longer period
2. On paved roads at job site entrances and exit locations
3. On paved areas within the job site that flow to storm drains or receiving waters

You may stockpile collected material at the job site. Remove collected material including sediment from paved shoulders, drain inlets, curbs and dikes, and other drainage areas. If stockpiled, dispose of collected material at least once per week.

You may dispose of sediment within the job site that you collected during sweeping activities.

Protect disposal areas against erosion.

Remove and dispose of trash collected during sweeping under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications.

### **Dewatering**

Dewatering consists of discharging accumulated storm water, ground water, or surface water from excavations or temporary containment facilities. Removal of water shall conform to the provisions in Section 19-3.04, "Water Control and Foundation Treatment," of the Standard Specifications.

Before removal of water, the Contractor shall submit a Dewatering and Discharge Plan to the Engineer in conformance with these Special Provisions.

1. At least 10 days before starting dewatering, submit a Dewatering and Discharge Plan under Section 5-1.02, "Plans and Working Drawings," and "Water Pollution Control" of the Standard Specifications. Dewatering and Discharge Plan must include:
  - a. Title sheet and table of contents
  - b. Description of dewatering and discharge activities detailing locations, quantity of water, equipment, and discharge point
  - c. Estimated schedule for dewatering and discharge (start and end dates, intermittent or continuous)
  - d. Discharge alternatives such as dust control or percolation
  - e. Visual monitoring procedures with inspection log
2. Conduct dewatering activities under the Caltrans Field Guide for Construction Dewatering.
3. Ensure that dewatering discharge does not cause erosion, scour, or sedimentary deposits that impact natural bedding materials.
4. Discharge water within project limits. If water cannot be discharged within project limits due to site constraints, dispose of it in the same way specified for material in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications.
5. Do not discharge storm water or non-storm water that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface. Notify the Engineer immediately upon discovering any of those conditions.
6. WPC manager must inspect dewatering activities:
  - a. Daily when dewatering work occurs daily
  - b. Weekly when dewatering work does not occur daily

Full Compensation for conforming to construction site management shall be considered as included in the contract lump sum price paid for "ENVIRONMENTAL COMPLIANCE" and no additional compensation is allowed therefore.

**10-1.05 MAINTAINING TRAFFIC:**

Maintaining traffic shall conform to the provisions of Section 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," and Section 12, Construction Area Traffic Control Devices," of the Standard Specifications and these Special Provisions.

At the Huasna Road location: Public traffic shall be permitted to pass through the construction zone at all times. During the times when a hazard exists or men and equipment are actually working (Monday thru Friday 8am – 4pm only, unless approved in writing by the Engineer), a minimum of one 12-foot wide lane with flagging shall be provided for public traffic. Care shall be taken by the Contractor so that materials or equipment placed or parked within the County road right of way will not block driveways or other access means used by the adjacent property owners.

At the Klau Mine Road location: The road may be closed to through traffic once an approved "Detour Plan" is installed in accordance with the contract plans. Closure is defined as the road closure to thru traffic. Closures shall conform to the provisions in "Traffic Control System" of these Special Provisions. No work that would require a closure shall be performed without the approval of the Engineer. A written schedule of planned closure for the next week period, defined as Sunday noon through the following Sunday noon, shall be submitted by noon each Monday a week prior. A written schedule shall be submitted not less than 5 days before the anticipated start of any operation that will require a closure. **Roadway closure shall not exceed 10 working days (one weekend) unless pre-approved by the Engineer.**

Full compensation for conforming to the requirements of this section shall be considered as included in pay item "TRAFFIC CONTROL SYSTEM" and no additional compensation is allowed therefore.

**10-1.06 PUBLIC CONVENIENCE:**

Public Convenience shall conform to the provisions in Section 7-1.08 "Public Convenience" of the Standard Specifications and these Special Provisions.

**10-1.07 CONSTRUCTION AREA SIGNS:**

Construction area signs for temporary traffic control shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12-3.06, "Construction Area Signs," of the Standard Specifications and these Special Provisions.

Unless otherwise shown on the plans or specified in these Special Provisions, the color of construction area warning and guide signs shall have black legend and border on orange background.

Orange background on construction area signs shall be fluorescent orange.

Repair to construction area sign panels will not be allowed, except when approved by the Engineer. At nighttime under vehicular headlight illumination, sign panels that exhibit irregular luminance; shadowing or dark blotches shall be immediately replaced at the Contractor's expense.

The Contractor shall notify the appropriate regional notification center (USA, 1-800-227-2600) for operators of subsurface installations at least 2 business days, but not more than 14 days, prior to commencing excavation for construction area sign posts.

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is

determined there are no utility facilities in the area of the proposed post holes. The post hole diameter, if backfilled with portland cement concrete, shall be at least 4 inches greater than the longer dimension of the post cross section.

Construction area signs placed within 15 feet from the edge of the travel way shall be mounted on stationary mounted sign supports as specified in these Special Provisions.

The Contractor shall maintain accurate information on construction area signs. Signs that are no longer required shall be immediately covered or removed. Signs that convey inaccurate information shall be immediately replaced or the information shall be corrected. Covers shall be replaced when they no longer cover the signs properly. The Contractor shall immediately restore to the original position and location any sign that is displaced or overturned, from any cause, during the progress of work.

“CONSTRUCTION AREA SIGNS” will be paid for on a lump sum basis in the manner specified in Section 12-4.01 of the Standard Specifications.

#### **10-1.08**

#### **TRAFFIC CONTROL SYSTEM:**

A traffic control system shall consist of closing traffic lanes in accordance with the details shown in the Standard Plans and the provisions in Section 12, “Construction Area Traffic Control Devices,” of the Standard Specifications the provisions under “Maintaining Traffic” and “Construction Area Signs” of these Special Provisions.

The provisions in this section will not relieve the Contractor from the responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, “Public Safety,” of the Standard Specifications.

One-way traffic shall be controlled through the project in conformance with the Standard Plan T13 entitled, “Traffic Control System for Two Lane Conventional Highway,” and these Special Provisions.

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 shall immediately repair said component to its original condition, or replace said component, and shall restore the component to its original location.

When lane closures are made for work periods only, all components of the traffic control system, except portable delineators placed along open trenches or excavations adjacent to the traveled way, shall be removed from the traveled way and shoulder at the end of each work period. If the Contractor so elects, the components of the traffic control system may be stored at selected central locations, approved by the Engineer, within the limits of the road right of way.

Upon completion of the work requiring lane closure, all components of the traffic control system shall be removed from the site of the work by the Contractor.

The contract lump sum price paid for, “TRAFFIC CONTROL SYSTEM” shall include full compensation for furnishing all labor, (except for flagging costs), materials (including signs), tools, equipment and incidentals, and 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 as shown on the plans or as specified in the Standard Specifications and these Special Provisions and no additional compensation is allowed therefor. Flagging costs will be paid for as provided in Section 12-2.02, “Flagging Costs,” of the Standard Specifications.

Full compensation for furnishing and operating a pilot car (including driver, radio

communications and any other equipment and labor required) shall be considered as included in the contract lump sum price paid for, "TRAFFIC CONTROL SYSTEM," and no additional compensation will be allowed therefore.

Costs for flagging in accordance with Section 7-1.09, "Public Safety," and supplemental traffic control ordered by the Engineering in accordance with Section 7-1.08, "Public Convenience," of the Standard Specifications will be paid for under "SUPPLEMENTAL WORK (FLAGGING and SUPPLEMENTAL TRAFFIC CONTROL)".

The adjustment provisions in Sections 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of "TRAFFIC CONTROL SYSTEM," or the supplemental work item "SUPPLEMENTAL WORK (FLAGGING AND SUPPLEMENTAL TRAFFIC CONTROL)." Adjustments in compensation for "TRAFFIC CONTROL SYSTEM" will be made only for increased or decreased traffic control system components required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. Such adjustment will be made on a force account basis as provided in Section 9-1.03, "Force Account Payment," of the Standard Specification for increased work, and estimated on the same basis in the case of decreased work.

Any traffic control system that is required by work which is classed as extra work, as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications, will be paid for as part of said extra work.

**10-1.09 DUST CONTROL:**

Dust control shall conform to the provisions in Section 10, "Dust Control," of the Standard Specifications and these Special Provisions.

During construction/ground disturbing activities, the contractor shall implement the following particulate (dust) control measures. These measures will be included in the contract special provisions. In addition, the contractor shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site. Their duties shall include holiday and weekend periods when work may not be in progress. The name and telephone number of such persons shall be provided to the APCD prior to commencement of construction.

- a. Reduce the amount of disturbed area where possible.
- b. Prevent airborne dust from leaving the site.
- c. Control dust from all dirt stock pile areas.
- d. Implement re-vegetation (i.e., hydro seeding) as soon as possible following completion of any soil disturbing activities.
- e. Proposed ground areas that are planned to be reworked at dates greater than one month after initial grading shall be subject to dust control measures (watering, etc.) or shall be sown with a fast germinating native grass seed and watered until a temporary vegetative cover is established.
- f. All trucks hauling dirt, sand, soil, or other loose materials are to be covered or should maintain at least two feet of freeboard (minimum vertical distance between top of load and top of trailer) in accordance with California Vehicle Code Section 23114.
- g. Ensure that trucks and equipment leaving the site do not carry soil material onto adjacent paved roads; clean adjacent paved roads at the end of each day if visible soil material is carried from the site onto those roads.

During any road construction or maintenance activity activities must be conducted so that no track-out from any road construction project is visible on any paved roadway open to the public.

During any road construction or maintenance activity the speed of any vehicles and equipment traveling across unpaved areas must be no more than fifteen (15) miles per hour unless the road surface and surrounding area is sufficiently stabilized to prevent vehicles and equipment traveling more than 15 miles per hour from emitting dust that is visible crossing the project boundaries.

Equipment and operations must not cause the emission of any dust that is visible crossing the project boundaries.

Dust control will be paid for in the manner specified in Section 10, "Dust Control," of the Standard Specifications.

**10-1.10 OBSTRUCTIONS:**

Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," and Section 15, "Existing Highway Facilities," of the Standard Specifications and these Special Provisions.

The following utility companies have existing facilities and/or services within the Klau Mine Road Project limits:

| <u>Company Name</u> | <u>Contact</u> | <u>Phone Number</u> | <u>Email</u>   |
|---------------------|----------------|---------------------|----------------|
| AT&T                | Lou Gianoly    | (805) 786-4087      | lg1965@att.com |

Please contact Underground Service Alert ("USA") at (800) 227-2600 a minimum of 48 hours prior to the start of construction. The Contractor shall be responsible to pothole and identify the locations of all existing utilities in the project limits prior to construction and shall notify the Engineer immediately if any conflicts are noted. The Contractor shall be responsible to protect and preserve the existing utilities in place.

Payment for furnishing labor, materials, tools, equipment, and incidentals, and for doing the work involved in locating, protecting, or repairing property as specified herein shall be considered as included in the contract price paid for the various items of work involved and no separate payment will be made therefor.

**10-1.11 EXISTING HIGHWAY FACILITIES:**

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these Special Provisions.

Existing highway improvements and facilities, utility and non-highway facilities, trees and plants that are not to be removed, shall be fully protected from damage at the Contractor's expense.

Persons who are under County or Contractor control shall not have firearms or pets; nor shall they engage in hunting or fishing.

The Contractor shall be responsible for keeping all temporary and permanent fences secured and shall prevent the private property's livestock from leaving the property.

Payment for this work shall be considered as included in the contract items of work involved and no separate payment will be made therefor.

**10-1.12 METAL BEAM GUARD RAILING (WOOD POST):**

Metal beam guard railing shall be constructed in conformance with the provisions in Section 83-1, "Railings," of the Standard Specifications, contract plans, and these Special Provisions.

Metal beam guard railing elements and required backup plates, terminal sections, end caps, and return caps shall conform to the requirements of Type 2 W-Beam as shown in AASHTO Designation: M 180.

Line posts shall be wood. Blocks shall be wood.

The contract unit price paid per linear foot for "METAL BEAM GUARD RAILING (WOOD POST)" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing metal beam guard railing, complete in place, including excavation, backfill and disposal of surplus material, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

**10-1.13 FLARED TERMINAL SYSTEM (TYPE SRT):**

Flared terminal system shall be furnished and installed as shown on the plans and in conformance with these Special Provisions.

The flared terminal system shall consist of the following or a County approved equal.

FLARED TERMINAL SYSTEM (TYPE SRT) - Terminal system (Type SRT) shall be an SRT-350 Slotted Rail Terminal (8-post system) as manufactured by Trinity Industries, Inc., and shall include items detailed for terminal system (Type SRT) shown on the plans. The SRT-350 Slotted Rail Terminal (8-post system) can be obtained from the manufacturer, Trinity Industries, Inc., P.O. Box 99, 950 West 400S, Centerville, UT 84014, telephone (800) 772-7976.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that the terminal systems furnished conform to the contract plans and specifications, conform to the prequalified design and material requirements, and were manufactured in conformance with the approved quality control program.

Terminal systems shall be installed in conformance with the manufacturer's installation instructions and these requirements. Each terminal system installed shall be identified by painting the type of terminal system in neat black letters and figures 2 inches high on the backside of the rail element between system posts numbers 4 and 5.

For terminal system (Type SRT), the steel foundation tubes with soil plates attached shall be, at the Contractor's option, either driven, with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer shall be moistened and thoroughly compacted. The wood terminal posts shall be inserted into the steel foundation tubes by hand and shall not be driven. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 149° F or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

Surplus excavated material remaining after the terminal system has been installed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

The contract unit price paid per linear foot for "TERMINAL SYSTEM (TYPE SRT)" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing alternative flared terminal system, complete in place, including excavation, backfill and disposal of surplus material, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

**10-1.14 EARTHWORK:**

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications, these Special Provisions, and the "Report of Soil Borings, Laboratory Testing and Limited Geotechnical Information" for Repair of Huasna Road Slip-out by Earth Systems Pacific (dated March 7, 2013) and the "Geotechnical Engineering Report" for Repair of Klau Mine Road Repair by Mid-Coast Geotechnical (dated December 12, 2012)(see Attachment A).

Spoil storage sites shall not be located within the stream, where spoil will be washed into the stream, or where it will cover aquatic or riparian vegetation. Rock, gravel, and/or other materials shall not be imported into or moved within the bed or banks of the stream, except as otherwise addressed in the environmental permits.

Any backfill material used at the Project site shall be free of any stones or lumps exceeding 3 inches in greatest dimension, organic, pollutants, or other unsatisfactory material.

**Structural Backfill (Steel Sheet Pile Wall)**

The placement and compaction of the backfill material shall conform to the provisions in Section 19-3.06, "Structural Backfill" of the Standard Specifications and these Special Provisions. The backfill material shall be compacted to a relative compaction of not less than 90 percent.

**Pervious Backfill Material (Steel Sheet Pile Wall)**

Material for structure backfill behind lagging shall conform to the provisions in Section 19-3.065, "Pervious Backfill Material," of the Standard Specifications and these Special Provisions.

**MEASUREMENT AND PAYMENT**

Pervious backfill material placed within the limits of payment for soldier pile walls will be measured and paid for by the cubic yard as "STRUCTURE BACKFILL (SHEET PILE WALL)," in the same manner specified for structure backfill in Section 19-3.07, "Measurement," and Section 19-3.08, "Payment," of the Standard Specifications.

**10-1.15 PILING:**

Piling shall conform to the provisions in Section 49, "Piling," of the Standard Specifications, and these Special Provisions. This work shall consist of furnishing and installing new steel sheet piling (verified by mill reports); shaping the tops of the piles as needed and in accordance with the details shown on the plans, and these Special Provisions.

Unless otherwise specified, welding of any work performed in conformance with the provisions in Section 49, "Piling," of the Standard Specifications, shall be in conformance with the requirements in AWS D1.1.

## **MATERIALS**

The steel sheet piling for retaining walls shall conform to the provisions in Section 49-5 (including Certificate of Compliance), "Steel Piles," of the Standard Specifications, as designated on the plans and these Special Provisions.

### **STEEL SHEET PILING**

Steel sheet piling shown on the plans shall remain in place at the completion of all contract work, shall become the property of the County, and shall conform to these Special Provisions.

Piling shall be interlocking steel sheet piling conforming to the requirements in ASTM Designation: A 328/A 328M. The minimum section modulus per linear foot of wall shall be the section modulus shown on the plans.

Piling shall be furnished in lengths that are measured from the specified tip elevation to the cut off elevation as shown on the plans or as permitted in writing by the Engineer. Damaged sheet piling shall be replaced at the Contractor's expense.

Steel sheet piling shall be driven to the tip elevation as shown on the plans, unless otherwise permitted in writing by the Engineer. Piling shall be driven to the position and line indicated on the plans. Piling materially out of line will be rejected and shall be removed and redriven or replaced.

Fabrication: No field cutting, fitting, welding or other such fabrication of piles is permitted unless specifically shown on the drawings. Top of piles may be cut off to proper elevation provided tip embedment elevation and pile cutting workmanship is satisfactory to the Engineer.

## **CONSTRUCTION**

Piling shall be installed within 3" of the specified location. Deviation from vertical alignment of the piling shall be less than 2" in the pile length.

### **MEASUREMENT AND PAYMENT (PILING)**

The area of sheet piling to be paid for shall be measured as the projected area on a vertical surface along the layout line and measured from the tip elevation to the cut off elevation.

The contract price paid per square foot for "FURNISH AND INSTALL STEEL SHEET PILING (PZ22)," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing and driving the steel sheet piling, complete in place as shown on the contract plans, to the tip elevation as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

## **10-1.16**

### **MARKERS AND DELINEATORS:**

Type P Markers, as shown on State Standard Plans A73B shall conform to the provisions in Section 82, "Markers and Delineators," of the Standard Specifications and these Special Provisions.

Markers and metal posts shall conform to the Section 82-1.02E "Marker Panels" and Section 82-1.02B "Metal Posts" of the State Standard Specifications.

Retroreflective sheeting for metal and flexible target plates shall be the retroreflective

sheeting designated for channelizers, markers, and delineators conforming to the requirements in ASTM Designation: D 4956-95 and in conformance with the provisions in "Prequalified and Tested Signing and Delineation Materials" of these Special Provisions.

P-Markers shall be furnished, then mounted on metal posts, and installed as shown on the contract plans and as directed by the Engineer. The contract unit price paid for "MARKERS (TYPE P)", shall include full compensation for furnishing labor, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing and installing P-Markers attached to metal posts complete in place, as shown on plans and as specified within.

Relocation of the two existing P-Markers at Klau Mine Road as shown on the contract plans shall be considered as included in the various contract items of work involved and no separate payment will be made therefore.

#### **10-1.17**

#### **TYPE BW AND TYPE WM FENCE**

Replace Fence - Type BW shall conform to the provisions in Section 80, "Fences," of the Standard Specifications and these Special Provisions. The work shall include full compensation for furnishing labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing existing fence and furnishing and installing a new 3-strand barbed wire fence as shown on the contract plans and closely matching the existing at the project site.

The fence material shall be fastened to metal posts. Metal posts shall be factory galvanized and painted a red or green color to match existing fence posts. The fence system (Type BW) shall also include a pull-post detail near each end of fence. The pull post detail shall comply with the detail on State Standard Plan A 86. All fence material shall be new.

The contract unit price paid per linear foot for "REPLACE FENCE (TYPE BW)" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in replacing fence (Type BW), complete in place, including removal of existing BW fence, disposal, furnishing and installing pull-posts as shown in the contract plans, as specified in the standard specifications and these special provisions, and as directed by the Engineer.









- 2.4. Federal unemployment insurance
  - 2.5. State unemployment insurance
  - 2.6. State training taxes
3. Subsistence and travel allowances paid to the workers
  4. Employer payment to supervisors, if authorized

The 35 percent markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

1. Home office overhead
2. Field office overhead
3. Bond costs
4. Profit
5. Labor liability insurance
6. Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

### **9-1.03C Materials**

Material payment is full compensation for materials you furnish and use in the work. The Engineer determines the cost based on the material purchase price, including delivery charges, except:

1. A 15 percent markup is added.
2. Supplier discounts are subtracted whether you took them or not.
3. If the Engineer believes the material purchase prices are excessive, the Department pays the lowest current wholesale price for a similar material quantity.
4. If you procured the materials from a source you wholly or partially own, the determined cost is based on the lower of the:
  - 4.1. Price paid by the purchaser for similar materials from that source on Contract items
  - 4.2. Current wholesale price for those materials
5. If you do not submit a material cost record within 30 days of billing, the determined cost is based on the lowest wholesale price:
  - 5.1. During that period
  - 5.2. In the quantities used

### **9-1.03D Equipment Rental**

#### **9-1.03D(1) General**

Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving rental equipment to and from the site of work performed by change order using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. 15 percent markup.

If you want to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If you use the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, obtain authorization for the equipment rental's original location. The Engineer determines rental costs:

1. Using rates in Labor Surcharge and Equipment Rental Rates:
  - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
  - 1.2. Current during the work paid by force account.

- 1.3. Regardless of equipment ownership; but the Department uses the rental document rates or minimum rental cost terms if:
  - 1.3.1. Rented from equipment business you do not own.
  - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
2. Using rates established by the Engineer for equipment not listed in Labor Surcharge and Equipment Rental Rates. You may submit cost information that helps the Engineer establish the rental rate; but the Department uses the rental document rates or minimum rental cost terms if:
  - 2.1. Rented from equipment business you do not own.
  - 2.2. The Engineer establishes a rate of \$10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

1. Fuel
2. Oil
3. Lubrication
4. Supplies
5. Small tools that are not consumed by use
6. Necessary attachments
7. Repairs and maintenance
8. Depreciation
9. Storage
10. Insurance
11. Incidentals

The Department pays for small tools consumed by use. The Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

#### **9-1.03D(2) Equipment On the Job Site**

For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
  - 3.1. Hourly rates are paid in 1/2-hour increments
  - 3.2. Daily rates are paid in 1/2-day increments

When rented equipment on the job site is used to perform work at force account not required by the original contract work, the Engineer may authorize rates in excess of those in Labor Surcharge and Equipment Rental Rates if:

1. You submit a request to use rented equipment
2. Equipment is not available from your owned equipment fleet or from your subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. Engineer authorizes the equipment source and the rental rate before you use the equipment

The Department pays for fuel consumed during operation of rented equipment not included in the invoiced rental rate.

**9-1.03D(3) Equipment Not On the Job Site Required for Original Contract Work**

For equipment not on the job site at the time required to perform work paid by force account and required for original Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

- 1. 1 day if daily rates are paid
- 2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

- 1. Idled is paid as 1/2 day
- 2. Operated 4 hours or less is paid as 1/2 day
- 3. Operated 4 hours or more is paid as 1 day

If the minimum total time exceeds 8 hours and if hourly rates are listed, the Department rounds up hours operated to the nearest 1/2-hour increment and pays based on the following table. The table does not apply when equipment is not operated due to breakdowns; in which case rental hours are the hours the equipment was operated.

**Equipment Rental Hours**

| Hours operated | Hours paid |
|----------------|------------|
| 0.0            | 4.00       |
| 0.5            | 4.25       |
| 1.0            | 4.50       |
| 1.5            | 4.75       |
| 2.0            | 5.00       |
| 2.5            | 5.25       |
| 3.0            | 5.50       |
| 3.5            | 5.75       |
| 4.0            | 6.00       |
| 4.5            | 6.25       |
| 5.0            | 6.50       |
| 5.5            | 6.75       |
| 6.0            | 7.00       |
| 6.5            | 7.25       |
| 7.0            | 7.5        |
| 7.5            | 7.75       |
| ≥8.0           | hours used |

**9-1.03D(4) Equipment Not On the Job Site Not Required for Original Contract Work**

For equipment not on the job site at the time required to perform work paid by force account and not required for original Contract work, the time paid is the time:

- 1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
- 2. To load and unload equipment
- 3. Equipment is operated to perform work paid by force account

For this equipment, the Engineer may authorize rates in excess of those in Labor Surcharge and Equipment Rental Rates subject to the following:

- 1. Equipment is not available from your normal sources or from one of your subcontractors
- 2. Proposed equipment rental rate is reasonable
- 3. Engineer authorizes the equipment source and the rental rate before you use the equipment



**Replace Section 14 with:**  
**SECTION 14 ENVIRONMENTAL STEWARDSHIP**

**14-1 GENERAL**

**14-1.01 GENERAL**

Environmental stewardship includes both environmental compliance and environmental resource management. If an ESA is shown on the plans:

1. The boundaries shown are approximate; the Department marks the exact boundaries on the ground
2. Do not enter the ESA unless authorized
3. If the ESA is breached, immediately:
  - 3.1. Secure the area and stop all operations within 60 feet of the ESA boundary
  - 3.2. Notify the Engineer
4. If the ESA is damaged, the Department determines what efforts are necessary to remedy the damage and who performs the remedy; you are responsible for remedies and charges.

**14-2 CULTURAL RESOURCES**

**14-2.01 GENERAL**

Reserved

**14-2.02 ARCHAEOLOGICAL RESOURCES**

If archaeological resources are discovered at the job site, do not disturb the resources and immediately:

1. Stop all work within a 60-foot radius of the discovery
2. Protect the discovery area
3. Notify the Engineer

The Department investigates. Do not move archaeological resources or take them from the job site. Do not resume work within the discovery area until authorized.

If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of an archaeological find, or investigation or recovery of archeological materials, you will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays."

If ordered, furnish resources to assist in the investigation or recovery of archaeological resources. This work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

**14-2.03 ARCHAEOLOGICAL MONITORING AREA**

Section 14-2.03 applies if an AMA is described in the Contract.

The Department assigns an archaeological monitor to monitor job site activities within the AMA. Do not work within the AMA unless the archeological monitor is present.

The Engineer and the Department archaeological monitor conduct an AMA location field review with you at least 5 business days before start of work. The Department marks the exact boundaries of the AMA on the ground.

If temporary fence (Type ESA) or other enclosure for an AMA is described in the Contract, install temporary fence (Type ESA) or other enclosure to define the boundaries of the AMA during the AMA location field review.

At least 5 business days before starting work within an AMA, submit a schedule of days and hours to be worked for the Engineer's approval. If you require changes in the schedule, submit an update for the Engineer's approval at least 5 business days before any changed work day.

If archaeological resources are discovered within an AMA, comply with Section 14-2.02, "Archaeological Resources."

**14-2.04 HISTORIC STRUCTURES**

Reserved

**14-3 COMMUNITY IMPACTS AND ENVIRONMENTAL JUSTICE**

Reserved

## **14-4 NATIVE AMERICAN CONCERNS**

Reserved

## **14-5 AESTHETICS**

Reserved

## **14-6 BIOLOGICAL RESOURCES**

### **14-6.01 GENERAL**

Reserved

### **14-6.02 BIRD PROTECTION**

Protect migratory and nongame birds, their occupied nests, and their eggs.

The Department anticipates nesting or attempted nesting from February 15 to September 1.

The federal Migratory Bird Treaty Act, 16 USC § 703–711, and 50 CFR Pt 10 and Fish & Game Code §§ 3503, 3513, and 3800 protect migratory and nongame birds, their occupied nests, and their eggs.

The federal Endangered Species Act of 1973, 16 USC §§ 1531 and 1543, and the California Endangered Species Act, Fish & Game Code §§ 2050–2115.5, prohibit the take of listed species and protect occupied and unoccupied nests of threatened and endangered bird species.

The Bald and Golden Eagle Protection Act, 16 USC § 668, prohibits the destruction of bald and golden eagles and their occupied and unoccupied nests.

If migratory or nongame bird nests are discovered that may be adversely affected by construction activities or an injured or killed bird is found, immediately:

1. Stop all work within a 100-foot radius of the discovery.
2. Notify the Engineer.

The Department investigates. Do not resume work within the specified radius of the discovery until authorized.

When ordered, use exclusion devices, take nesting prevention measures, remove and dispose of partially constructed and unoccupied nests of migratory or nongame birds on a regular basis to prevent their occupation, or perform any combination of these. This work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

Prevent nest materials from falling into waterways.

Bird protection that causes a delay to the controlling activity is a condition unfavorable to the suitable prosecution of work as specified in Section 8-1.05, "Temporary Suspension of Work."

## **14-7 PALEONTOLOGICAL RESOURCES**

If paleontological resources are discovered at the job site, do not disturb the material and immediately:

1. Stop all work within a 60-foot radius of the discovery
2. Protect the area
3. Notify the Engineer

The Department investigates and modifies the dimensions of the protected area if necessary. Do not move paleontological resources or take them from the job site. Do not resume work within the specified radius of the discovery until authorized.

## **14-8 NOISE AND VIBRATION**

### **14-8.01 GENERAL**

Reserved

### **14-8.02 NOISE CONTROL**

Do not exceed 86 dBA LMax at 50 feet from the job site activities from 9 p.m. to 6 a.m.

Equip an internal combustion engine with the manufacturer-recommended muffler. Do not operate an internal combustion engine on the job site without the appropriate muffler.









1. The bonding materials shall be either magnesium phosphate concrete, modified high alumina based concrete or portland cement based concrete. Magnesium phosphate concrete shall be either single component (water activated) or dual component (with a prepackaged liquid activator). Modified high alumina based concrete and portland cement based concrete shall be water activated. Bonding materials shall conform to the following requirements:

| Property                            | Test Method                | Requirements |
|-------------------------------------|----------------------------|--------------|
| Compressive Strength                |                            |              |
| at 3 hours, MPa                     | California Test 551        | 21 min.      |
| at 24 hours, MPa                    | California Test 551        | 35 min.      |
| Flexure Strength                    |                            |              |
| at 24 hours, MPa                    | California Test 551        | 3.5 min.     |
| Bond Strength: at 24 hours          |                            |              |
| SSD Concrete, MPa                   | California Test 551        | 2.1 min.     |
| Dry Concrete, MPa                   | California Test 551        | 2.8 min.     |
| Water Absorption, %                 | California Test 551        | 10 max.      |
| Abrasion Resistance                 |                            |              |
| at 24 hours, grams                  | California Test 550        | 25 max.      |
| Drying Shrinkage at 4 days, %       | ASTM Designation:<br>C 596 | 0.13 max.    |
| Soluble Chlorides by weight, %      | California Test 422        | 0.05 max.    |
| Water Soluble Sulfates by weight, % | California Test 417        | 0.25 max.    |

2. Magnesium phosphate concrete shall be formulated for minimum initial set time of 15 minutes and minimum final set time of 25 minutes at 70° F. The materials, prior to use, shall be stored in a cool, dry environment.
3. Mix water used with water activated material shall conform to the provisions in Section 90-2.03, "Water."
4. The quantity of water for single component type or liquid activator (for dual component type) to be blended with the dry component, shall be within the limits recommended by the manufacturer and shall be the least amount required to produce a pourable batter.
5. Addition of retarders, when required and approved by the Engineer, shall be in conformance with the manufacturer's recommendations.
6. Before using concrete material that has not been previously approved, a minimum of 45 pounds shall be submitted to the Engineer for testing. The Contractor shall allow 45 days for the testing. Each shipment of concrete material that has been previously approved shall be accompanied by a Certificate of Compliance as provided in Section 6-1.07, "Certificates of Compliance."
7. Magnesium phosphate concrete shall not be mixed in containers or worked with tools containing zinc, cadmium, aluminum or copper metals. Modified high alumina based concrete shall not be mixed in containers or worked with tools containing aluminum.
8. The surface of any dowel coated with zinc or cadmium shall be coated with a colored lacquer before installation of the dowel. The lacquer shall be allowed to dry thoroughly before embedment of the dowels.
9. The holes shall be drilled by methods that will not shatter or damage the concrete adjacent to the hole. The diameter of the drilled hole shall be 1/2 inch larger than the nominal diameter of the dowels.
10. The drilled holes shall be clean and dry at the time of placing the bonding material and the steel dowels. Bonding material and dowel shall completely fill the drilled hole. The surface temperature shall be 40° F or above when the bonding material is placed.
11. After bonding, dowels shall remain undisturbed for a minimum of 3 hours or until the bonding material has reached a strength sufficient to support the dowels. Dowels that are improperly bonded, as determined by the Engineer, shall be removed. The holes shall be cleaned or new holes shall be drilled and the dowels replaced and securely bonded to the concrete. Removing, redrilling and replacing improperly bonded dowels shall be performed at the Contractor's expense. Modified high alumina based concrete and portland cement based concrete shall be cured in conformance with the provisions in Section 90-7.01B, "Curing Compound Method," of the Standard Specifications. Magnesium phosphate concrete shall not be cured.

**In Section 83-2.02D(1) replace the 8th paragraph with:**

Granular material for backfill between the 2 walls of concrete barrier (Types 50E, 60F, 60GE and 60SF), as shown on the plans, shall be placed without compaction.

**In Section 83-2.02D(2) in the 1st paragraph, replace item b with:**

- b. If the 3/8-inch maximum size aggregate grading is used to construct extruded or slip-formed concrete barriers, the cementitious material content of the minor concrete shall be not less than 675 pounds per cubic yard.

**In Section 83-2.02D(2) replace the 3rd paragraph with:**

The concrete paving between the tops of the 2 walls of concrete barrier (Types 50E, 60F, 60GE, and 60SF) and the optional concrete slab at the base between the 2 walls of concrete barrier (Types 50E, 60F, 60GE, and 60SF) shall be constructed of minor concrete conforming to the provisions of Section 90-10, "Minor Concrete," except that the minor concrete shall contain not less than 505 pounds of cementitious material per cubic yard.

**In Section 83-2.02D(2) replace the 8th paragraph with:**

Granular material for backfill between the 2 walls of concrete barrier (Types 50E, 60F, 60GE and 60SF) shall be earthy material suitable for the purpose intended, having no rocks, lumps or clods exceeding 1-1/2 inches in greatest dimension.

**In Section 83-2.03 replace the 8th and 9th paragraphs with:**

Concrete barriers, except Type 50E, Type 60F, Type 60GE, and Type 60SF will be measured along the top of the barrier.

Concrete barriers Type 50E, Type 60F, Type 60GE, and Type 60SF will be measured once along the centerline between the 2 walls of the barrier.

**In Section 83-2.04 replace the 3rd paragraph with:**

The contract prices paid per linear foot for concrete barrier of the type or types listed in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing the concrete barriers, complete in place, including bar reinforcing steel, steel dowels and drilling and bonding dowels in structures, hardware for steel plate barrier, miscellaneous metal, excavation, backfill (including concrete paving for, and granular material or concrete slab used as backfill in Type 50E, Type 60F, Type 60GE, and Type 60SF concrete barrier), and disposing of surplus material and for furnishing, placing, removing and disposing of the temporary railing for closing the gap between existing barrier and the concrete barrier being constructed, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.



**SECTION 12. ENVIRONMENTAL PERMIT SUMMARY FORM**





# SAN LUIS OBISPO COUNTY DEPARTMENT OF PUBLIC WORKS

Paavo Ogren, Director

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County Government Center, Room 207 • San Luis Obispo CA 93408 • (805) 781-5252

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Fax (805) 781-1229

email address: [pwd@co.slo.ca.us](mailto:pwd@co.slo.ca.us)

## ENVIRONMENTAL PERMIT SUMMARY FORM

**Date:** April 16, 2013

**To:** Frank Cunningham, P.E., Project Manager

**From:** Eric Wier, Environmental Resource Specialist *EW*

**Subject:** Environmental Review & Permit Status for the Huasna Road Slip-Out Repair Project; ED12-165 (245R12B613)

The environmental review and regulatory permit processes for the above referenced project are complete. The following is a summary of the environmental requirements for the project:

| Permit         | Status   | Attachments? |
|----------------|--|--------------|
| CEQA Review    | Categorically Exempt – April 1, 2013                     | X            |
| NEPA Review    | Not applicable, no federal permits or funding            |              |
| Coastal Permit | Not applicable, not in coastal zone                      |              |
| CZMA           | Not applicable, not in coastal zone                      |              |
| CDFG 1601      | Not applicable   |              |
| USACOE 404     | Not applicable, no fill in "waters of the United States" |              |
| NMFS ESA       | Not applicable, no listed species effects                |              |
| USFWS ESA      | Not applicable, no listed species effects                |              |
| RWQCB 401      | Not applicable, no 404 permit required                   |              |
| NPDES          | Not applicable, less than 1 acre disturbance             |              |

| Measure # | Special Environmental Conditions   | Responsibility: Contractor, County or Both |
|-----------|--|--|
| 1         | Please notify the Environmental Programs Division if the project description changes.  | County                                     |
| 2         | If any archaeological materials are unearthed during construction (shells, old bottles, stone tools, bone, etc.) stop work in the vicinity of the find and notify the Environmental Programs Division. | Both                                       |



# NOTICE OF EXEMPTION

SAN LUIS OBISPO COUNTY DEPARTMENT OF PLANNING AND BUILDING  
976 OSOS STREET • ROOM 200 • SAN LUIS OBISPO • CALIFORNIA 93408 • (805) 781-5600

(ENDORSED)  
**FILED**

APR 08 2013  
JULIE L. RODEWALD COUNTY CLERK  
BY ABAUTISTA  
DEPUTY CLERK

*Promoting the Wise Use of Land • Helping to Build Great Communities*

Huasna Road Slip-Out Repair Project; ED12-165 (245R12B613)

**Project Title**

On the north side of Huasna Road, approximately nine miles northeast of the City of Arroyo Grande

**Project Location - Specific**

San Luis Obispo

**Project Location – County**

Stabilize eroding slope with a steel sheet pile wall and reestablish road shoulder for safety of the traveling public. The project will also include placing metal beam guard rail and signage.

**Description of Nature and Purpose of Project**

County of San Luis Obispo

**Name of Public Agency Approving Project**

Department of Public Works - County Gov't. Center Rm. 207, San Luis Obispo, CA 93408

**Name of Person or Agency Carrying Out Project/Beneficiaries of Project**

**Exempt Status: (Check One)**

- Ministerial {Sec. 21080(b)(1); 15268}
- Declared Emergency {Sec. 21080(b)(3); 15269(a)}
- Emergency Project {Sec. 21080(b)(4); 15269(b)(c)}
- Categorical Exemption. {Sec. 15301 ; Class: 1(c) }
- Statutory Exemption {Sec. \_\_\_\_\_}

**Reasons why project is exempt:** The project is exempt because it is minor alteration of existing highways and streets, sidewalks, gutters involving negligible expansion of existing use and no significant effects on environmental resources.

Eric Wier, Environmental Resource Specialist

(805) 788-2766

**Contact Person**

**Telephone**

**If filed by applicant:**

1. Attach certified document of exemption finding
2. Has a notice of exemption been filed by the public agency approving the project?  
Yes  No

Signature Ellen Carroll Date 31 4.1.2013

Name (Print) Ellen Carroll Title Env. Coordinator





**ATTACHMENT A  
GEOTECHNICAL ENGINEERING REPORTS**





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G e o t e c h n i c a l   E n g i n e e r i n g   S e r v i c e s

**GEOTECHNICAL ENGINEERING REPORT**

**Proposed Road Repair  
Klau Mine Road  
Paso Robles vicinity of San Luis Obispo County**

**for:**

**County of San Luis Obispo  
Attn: Frank Cunningham  
County Government Center, Room 208  
San Luis Obispo, CA 93408**

**Date: October 2, 2012**

**Report No. 14709**

**File No. 12-6781**

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## **1 INTRODUCTION**

This report presents the results of our geotechnical investigation performed at the site of the proposed road repair located on Klau Mine Road in the Paso Robles vicinity of San Luis Obispo County.

The principal purpose of this investigation was to determine the geotechnical properties of the surface and subsurface soils in order to provide recommendations for the proposed road repair. From a geotechnical stand point the site appears to be suitable to support the existing distressed slope when prepared as recommended herein.

Research and exploratory work was conducted in accordance with presently accepted procedures consistent with the scope of work you have requested for this development. No warranty regarding the uniformity of subsurface conditions is implied.

## **2 SCOPE OF THE GEOTECHNICAL INVESTIGATION**

The scope of our geotechnical investigation consisted of the following:

- a. 1 truck mounted auger boring extended to a depth of 20 feet. The location and identification of the excavation are shown on the attached drawings.
- b. Observing existing man-made and natural field conditions.
- c. Obtaining and testing representative bulk and undisturbed soil samples and logging the formations encountered.
- d. Analysis of the field observations and laboratory testing.

## **3 SUMMARY OF FINDINGS**

### **3.1 SITE DESCRIPTION**

The proposed road repair will be on the south side of Klau Mine Road, approximately 0.75 miles east of the intersection of Cypress Mountain Road and Klau Mine Road. The area in question contains a 50' wide steep slope descending to the south, away from the roadway at

greater than 30 percent slope. The slope has had some surficial loss due to the apparent rerouting of the adjacent creek by vegetation which has undermined the toe of the slope. The surficial loss has caused a loss of the shoulder and part of the eastbound lane of the road. Mature oak trees are located at the edges of the area in question near the road's shoulder.

### **3.2 EXISTING SOIL CONDITIONS**

The soft clayey surface soils were encountered to about 5 feet below grade and are underlain with firm to stiff weathered siltstone. Hard fractured sandstone was encountered at about 20 feet below grade in the area of boring B1. Based on a visual assessment of the toe of the slope, it appears that the hard sandstone layer is about 1 foot thick and is bedded into the hillside but also descends horizontally to the middle of the slope failure. An additional layer of sandstone was observed about 25 feet below the existing grade on the east side of the failure ( 4 feet below the upper layer ) but this sandstone did not appear to be as hard.

### **3.3 GROUND WATER CONDITION**

At the time of our investigation no ground water was encountered in the excavations to a depth of 20 feet below existing grade. Fluctuation in the level of the ground water may occur due to variation in rainfall, temperature, or other factors.

### **3.4 LIQUEFACTION POTENTIAL**

We have reviewed the subsurface data to provide an opinion regarding the liquefaction potential of the site. An exploratory boring was extended 20 feet deep in the building area. In the excavation, generally stiff material was noted within about 13 feet of the existing grade. In addition, no groundwater was observed in either test boring.

Liquefaction is generally considered a result from development of pore pressure in loose saturated sandy soil during a seismic event. The potential of liquefaction is based on the seismicity of the site, the presence and depth of groundwater, the presence of sandy soil, and density of the soil.

We have not extended an exploratory boring more than 20 feet deep in the area of the proposed road repair. It is anticipated that the road repair will be performed with the installation of a deep foundation support system which will bear into the underlying bedrock material which was encountered at about 13 feet below grade. Based on the presence of stiff material at a depth of about 13 feet, the proposed support system bearing on material encountered below 13 feet below grade and no groundwater in the bearing zone, it is our opinion that the likelihood of liquefaction of the site is very low.

#### **4 GRADING RECOMMENDATIONS**

The following recommendations are made based on your representations that the existing road edge will be supported with a series of sheet piles or soldier piles driven into the underlying bedrock material. Due to the potential damage to the streambed, no grading is proposed for the area of the slope below the pile foundation. It is anticipated that the grading performed at the site will be limited to the repair of the roadway and shoulder once the piles have been installed. It is your responsibility to notify the geotechnical engineer of any changes to the proposed development. If changes occur, the recommendations contained in this report will be reviewed and may need to be revised.

##### **4.1 GENERAL GRADING RECOMMENDATIONS**

- a. All grading work should be done in a professional manner and in conformance with the current local jurisdiction's grading ordinances and per the grading recommendations stated herein. In addition, all grading work shall be observed by the geotechnical engineers representatives.

- b. All pile installation and backfill compaction shall be observed by the representative of the geotechnical engineer before any fill or steel reinforcement is placed. It is your responsibility to notify MID-COAST Geotechnical, Inc. when grading operations or construction begins so that the required observations can be made.
- c. All surface vegetation and debris shall be removed from the work area as grading operations begin.
- d. A careful search shall be made for subsurface structures during grading operations. If any such subsurface cavities are encountered, they shall be removed down to the firm underlying soil and properly backfilled and compacted as directed by a representative of the geotechnical engineer.
- e. Special inspections should be performed in accordance with Table 1704.7 below:

**TABLE 1704.7  
REQUIRED VERIFICATION AND INSPECTION OF SOILS**

| VERIFICATION AND INSPECTION TASK  | CONTINUOUS DURING TASK LISTED | PERIODICALLY DURING TASK LISTED |
|---|-------------------------------|---------------------------------|
| 1. Verify materials below footings are adequate to achieve the design bearing capacity.                               | ----                          | X                               |
| 2. Verify excavations are extended to proper depth and have reached proper material.                                  | ----                          | X                               |
| 3. Perform classification and testing of controlled filled materials.   | ----                          | X                               |
| 4. Verify use of proper materials, densities and lift thicknesses during placement and compaction of controlled fill. | X                             | ----                            |
| 5. Prior to placement of controlled fill, observe subgrade and verify that the site has been prepared properly.       | ----                          | X                               |

\*2010 California Building Code

**4.2 GENERAL SITE REMOVAL DEPTH**

In those areas uphill of the retaining structure where certified fill will be placed, the surface soils shall be removed to a minimum depth of 36 inches below the existing ground surface as observed at the time of our field investigation or down to firm natural material,

whichever is greater. (This removal is applicable to all other areas to be certified and receive structural fill.)

#### **4.3 BOTTOM CHECK AND PROCESSING OF REMOVAL AREA**

Field observations will be required to confirm that the removal bottom has been established in firm natural material prior to processing operations. The exposed material at the bottom of the removal areas shall then be properly prepared and brought to near optimum moisture content before any fill is placed. The removed soil may be used as backfill providing all the deleterious materials, if any, are picked out.

#### **4.4 PLACEMENT OF FILL**

All fill shall be placed in layers approximately 8 inches in depth, brought to a moisture content near optimum moisture content, and compacted to the required specification up to final pad subgrade. Fill compacted at high moisture content may be subject to yielding. Yielding or pumping grades will not be approved by this office. Material placed as certified fill shall be free of debris and rocks greater than six inches in width across the widest point.

#### **4.5 IMPORT MATERIAL**

All imported material, if any, to be used for structural fills shall be observed and approved by a representative of the geotechnical engineer prior to transport to the site. Imported fill material shall be free of debris and rocks greater than six (6) inches at the widest point. Imported soils shall be similar or less expansive than those existing on the site. The rock-to-soil ratio of the import material shall not exceed 50 percent.

#### **4.6 SITE DRAINAGE**

Final grading shall provide a positive drainage away from the site. This is especially important when construction takes place during the rainy season. All drainage plans should also be in compliance with the local jurisdictions grading requirements.

### **5 FOUNDATION DESIGN RECOMMENDATIONS**

The foundation design recommended below shall be confirmed or modified, if necessary, depending upon the nature of the soils encountered during construction.

#### **5.1 DEEP FOUNDATION: SHEET PILES**

Sheet piles may be used to support the distressed roadway. The piles should be installed a minimum of 10 feet into the stiff bedrock material which was encountered at about 13 feet below grade in the area of boring B1. It is anticipated that the required pile lengths may vary between 25 and 35 feet long with longer piles possible depending on subsurface conditions. The piles should be designed to resist an active pressure wedge extending at a 0.5:1 (H:V) gradient from the anticipated stiff bedrock contact. The piles may need to be tied back to a soil anchor or additional pile to provide additional resistance to the active pressure loads. Specific details of the active and passive design pressures are described below.

#### **5.2 DEEP FOUNDATION: SOLDIER PILES**

As an alternative, a series of drilled or driven soldier piles may be installed to support the edge of the distressed roadway. The piles should be installed at least 15 feet into the underlying stiff bedrock material and should be designed to resist similar active pressure loads as described above. Due to the potential for siltation of the streambed, it is anticipated that this method may not be feasible for this site.

### **5.3 FOUNDATIONS NEAR SLOPES**

All foundations excavated on or adjacent to any existing or proposed slopes will require a minimum 10 feet horizontal distance to daylight. The horizontal distance is measured from the bottom of the foundation to daylight on the slope or to the extent of the competent material on the slope, i.e., all slough or loose material on the slope will be discounted when measuring the distance to daylight.

### **5.4 PASSIVE AND FRICTIONAL RESISTANCE**

Resistance to lateral loading may be provided by passive earth pressure. Passive earth pressure may be computed as an equivalent fluid having a density of 500 pcf with a maximum earth pressure of 2500 psf. The passive pressure wedge is assumed to begin in the firm underlying material which was encountered at about 5 feet below the existing grade in the area of boring B1.

### **5.5 DEEP FOUNDATION: ACTIVE EARTH PRESSURE**

The pile foundation may be designed for an equivalent fluid pressure of 45 psf per foot of depth. Additional active pressure should be added for a surcharge condition due to vehicular traffic. The allowable passive earth pressure may be found in the preceding section. The surface water drainage should be directed away from the pile foundation and shall meet the requirements of the current local jurisdiction's building code.

### **5.6 RESTRAINED CONDITION: AT-REST EARTH PRESSURES**

If the pile foundation is restrained at both top and bottom, such as with tie backs, it shall be designed for at-rest earth pressures. The piles should be designed for an equivalent fluid pressure of 62 pcf if the at-rest condition applies. As noted above, additional surcharge should be added to the lateral loading if there is vehicular traffic adjacent to the wall. As with other retaining walls, adequate measures should be taken to relieve any excess hydrostatic pressures.

## **6 OBSERVATIONS AND TESTING**

All pile installation should be observed by a representative of our office to confirm similar subsurface conditions. All removal excavation bottoms shall be observed and approved by a geotechnical engineer or his representative prior to placement of backfill. Any fill placed for engineering purposes should be tested and certified.

Temporary wall excavations should be observed by a representative of this firm. It is your responsibility to notify MID-COAST Geotechnical, Inc. at each stage of the excavations so that observations can be made. If the examination reveals any hazard, appropriate treatment will be recommended. Please advise this office at least 24 hours prior to any required observations.

## **7 LIMITS AND LIABILITY**

Please be aware that our contract fee for our services to prepare this report do not include additional work which may be required such as grading observation and testing, pile installation observation, etc. Since the extent of grading and the amount of involvement of our services varies for each project, our services are normally billed on an hourly rate or per-test basis.

This report provides recommendations and comments in accordance with currently accepted practice applicable to the scope of your project. Further requirements may be imposed by the reviewing agency or necessary as a result of changes to your building or grading plans. Where additional services are requested or required, you will be billed for any equipment costs and on an hourly basis for consultation or analysis.

All documents, including maps, plans, drawings, specification and test results which we prepare or furnish or which are prepared or furnished by our independent professional associates and consultants pursuant to this agreement are considered instruments of service with respect to the project, and we will retain an ownership and property interest therein, whether or not the project is completed. Without limiting the foregoing, we reserve the right to make use of all information obtained in the

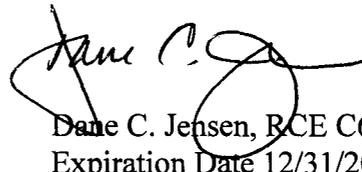
performance of our services in projects for other clients, including without limitation, the right to use all test results and reports in performing services for future owners of your property.

The limits of our liability for data contained in this report and our warranty are presented on the following page.

This report is issued with the understanding that it is the responsibility of the owner, or his representative, to assure that the information and recommendations contained herein are called to the attention of the designers and builders for the project.



Respectfully submitted,  
MID-COAST Geotechnical, Inc.



Dane C. Jensen, RCE C60675  
Expiration Date 12/31/2012

DCJ/dmv  
County of San Luis Obispo (3 + email)

## **8 WARRANTY**

This report is based on the development plans provided to our office. In the event that any significant changes in the design or location of the structure(s) as outlined in this report are planned, the conclusions and recommendations contained in this report may not be considered valid unless the changes are reviewed and the conclusions of this report are modified or approved by the geotechnical engineer.

The subsurface conditions, excavations, and characteristics described herein have been projected from individual borings or test pits placed on the subject property. The subsurface conditions, excavation, and characteristics shown should in no way be construed to reflect any variation which may occur between these borings or test pits.

It should be noted that fluctuations in the level of the groundwater may occur due to variation in rainfall, temperature, changes in drainage and grading, and other factors not evident at the time measurements were made and reported herein. MID-COAST Geotechnical, Inc. assumes no responsibility for variations which may occur across the site.

If conditions encountered during construction appear to differ from those disclosed, this office shall be notified so as to consider the need for modifications. No responsibility for construction compliance with the design concepts, specifications or recommendations is assumed unless on-site construction review is performed during the course of construction which pertains to the specific recommendations contained herein.

This report has been prepared in accordance with generally accepted practice. No warranties, either express or implied, are made as to the professional advice provided under the terms of the agreement and included in this report.

**APPENDIX**

**(Laboratory results, maps, and logs)**

**9 LABORATORY TEST RESULTS**

**9.1 MOISTURE-DENSITY DETERMINATIONS**

Maximum Density-Optimum Moisture data were determined in the laboratory from soil samples using the ASTM D-1557-07 Method of Compaction.

| <u>SOIL TYPE</u> | <u>SOIL DESCRIPTION</u>    | <u>MAXIMUM DRY DENSITY (lbs/cu.ft)</u> | <u>OPTIMUM MOISTURE (%)</u> |
|------------------|----------------------------|--|-----------------------------|
| C1               | Dark brown silty fat CLAY  | 99.0                                   | 22.0                        |
| M1               | Lt brn weathered SILTSTONE | 96.0                                   | 22.0                        |
| M2               | Brown weathered SILTSTONE  | 98.0                                   | 21.0                        |

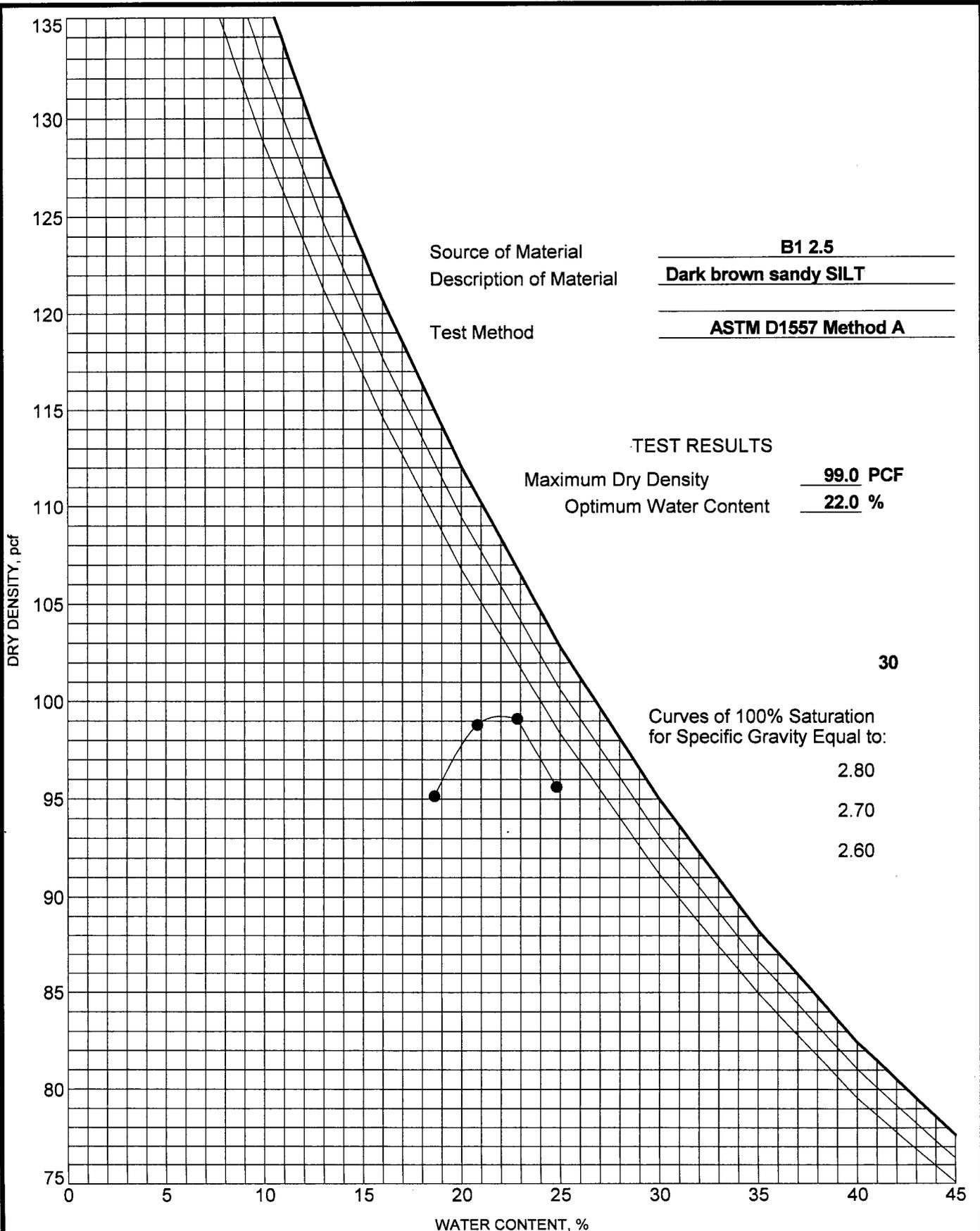
**9.2 HYDROMETER ANALYSIS**

|                    |             |              |               |
|--------------------|-------------|--------------|---------------|
| <b>Soil Boring</b> | <b>B1</b>   | <b>B1</b>    | <b>B1</b>     |
| <b>Depth</b>       | <b>0-5'</b> | <b>5-13'</b> | <b>13-19'</b> |
| <b>Soil Type</b>   | <b>C1</b>   | <b>M1</b>    | <b>M2</b>     |
| <b>% Gravel</b>    | <b>1</b>    | <b>2</b>     | <b>1</b>      |
| <b>% Sand</b>      | <b>12</b>   | <b>20</b>    | <b>13</b>     |
| <b>% Silt</b>      | <b>16</b>   | <b>22</b>    | <b>24</b>     |
| <b>% Clay</b>      | <b>71</b>   | <b>56</b>    | <b>61</b>     |
| <b>LL</b>          | <b>57</b>   | <b>54</b>    | <b>64</b>     |
| <b>PL</b>          | <b>27</b>   | <b>28</b>    | <b>28</b>     |
| <b>PI</b>          | <b>30</b>   | <b>26</b>    | <b>36</b>     |
| <b>Symbol</b>      | <b>CH</b>   | <b>CH</b>    | <b>CH</b>     |

**9.3 SHEAR TEST (ASTM D-3080-04)**

A Direct Shear Test was performed on remolded soil samples trimmed in 1.0" x 2.41" diameter rings and tested under saturated conditions. The results follow:

| <u>SOIL TYPE</u> | <u>TYPE OF TEST</u> | <u>COHESION (PSF)</u> | <u>FRICTION ANGLE</u> |
|------------------|---------------------|-----------------------|-----------------------|
| C1               | remold ult.         | 300                   | 34.0                  |
| M1               | remold ult.         | 200                   | 37.9                  |
| M2               | remold ult.         | 200                   | 37.3                  |



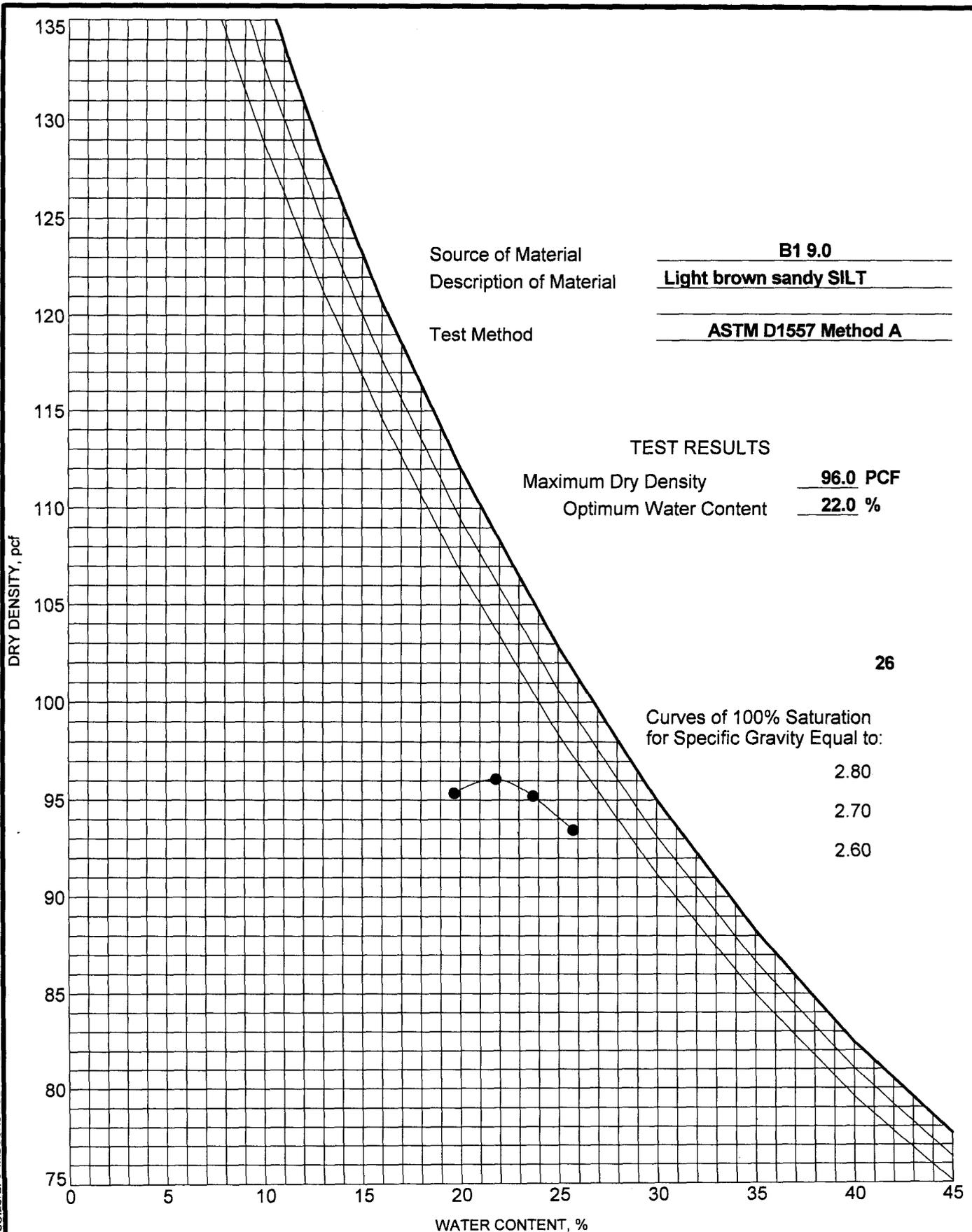
COMPACTION #3 12-6781 SOILS.GPJ MIDCOAST.GDT 10/2/12



**MOISTURE-DENSITY RELATIONSHIP**

Client: San Luis Obispo, County of  
 Project: Proposed Road Repair  
 Location: Klau Mine Road, Paso Robles  
 Number: 12-6781

3124 El Camino Real Atascadero, CA 93422  
 Telephone: 805-237-1462 Fax: 805-237-1483



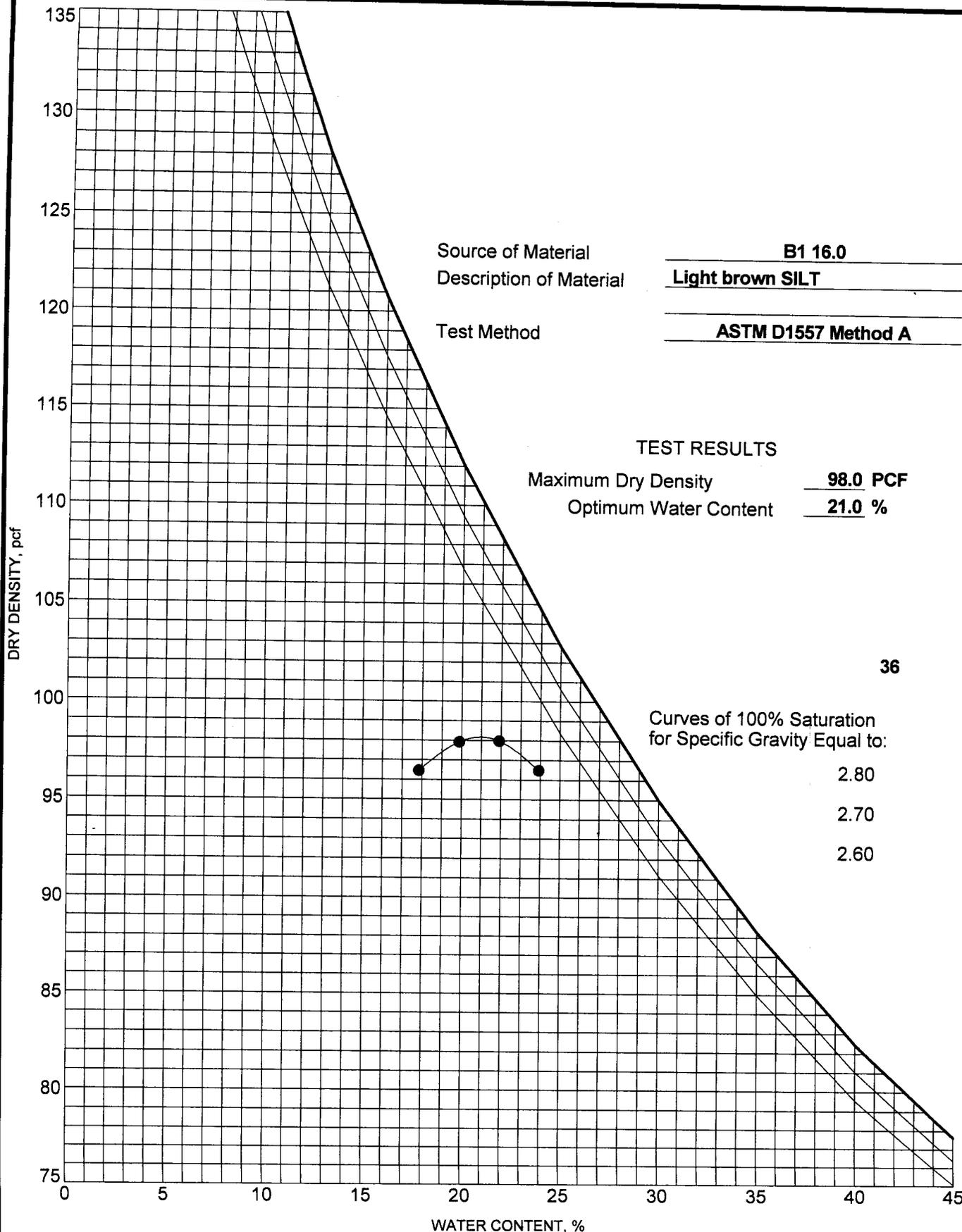
COMPACTION #3 12-6781 SOILS.GPJ MIDCOAST.GDT 10/2/12



**MOISTURE-DENSITY RELATIONSHIP**

Client: San Luis Obispo, County of  
 Project: Proposed Road Repair  
 Location: Klau Mine Road, Paso Robles  
 Number: 12-6781

3124 El Camino Real Atascadero, CA 93422  
 Telephone: 805-237-1462 Fax: 805-237-1483



COMPACTION #3 12-6781 SOILS.GPJ MIDCOAST.GDT 10/2/12

**MCG MID-COAST GEOTECHNICAL, INC.**

**MOISTURE-DENSITY RELATIONSHIP**

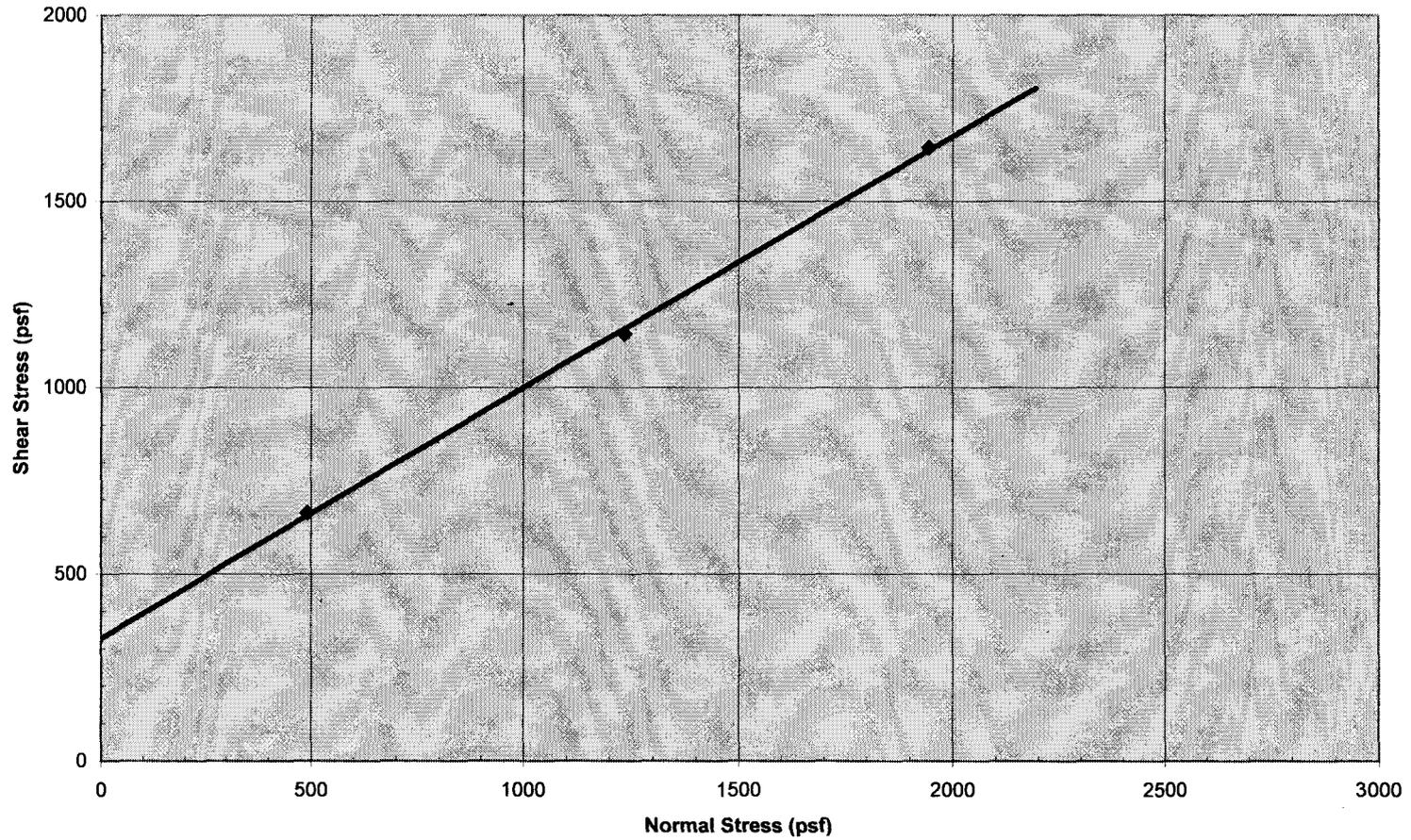
Client: San Luis Obispo, County of  
 Project: Proposed Road Repair  
 Location: Klau Mine Road, Paso Robles  
 Number: 12-6781

3124 El Camino Real Atascadero, CA 93422  
 Telephone: 805-237-1462 Fax: 805-237-1483



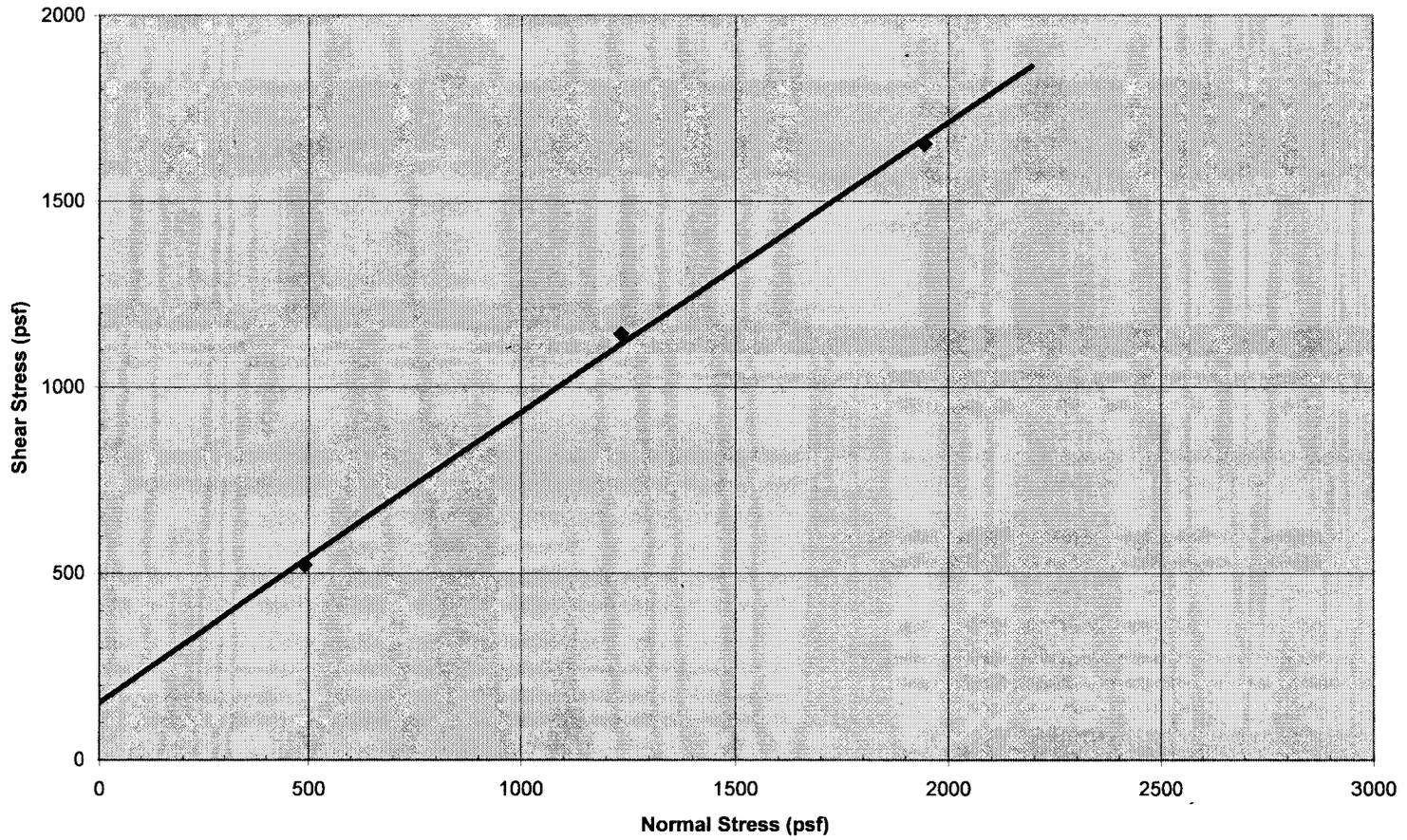
# DIRECT SHEAR TEST (ASTM D-3080)

|             |          |                 |           |
|-------------|----------|-----------------|-----------|
| Date:       | 10/02/12 | Test Type:      | rem. ult. |
| File No.:   | 12-6781  | Dry Density:    | 89.3      |
| Checked by: | DJ       | Cohesion:       | 300       |
| Sample:     | B1 0-5   | Friction Angle: | 34        |



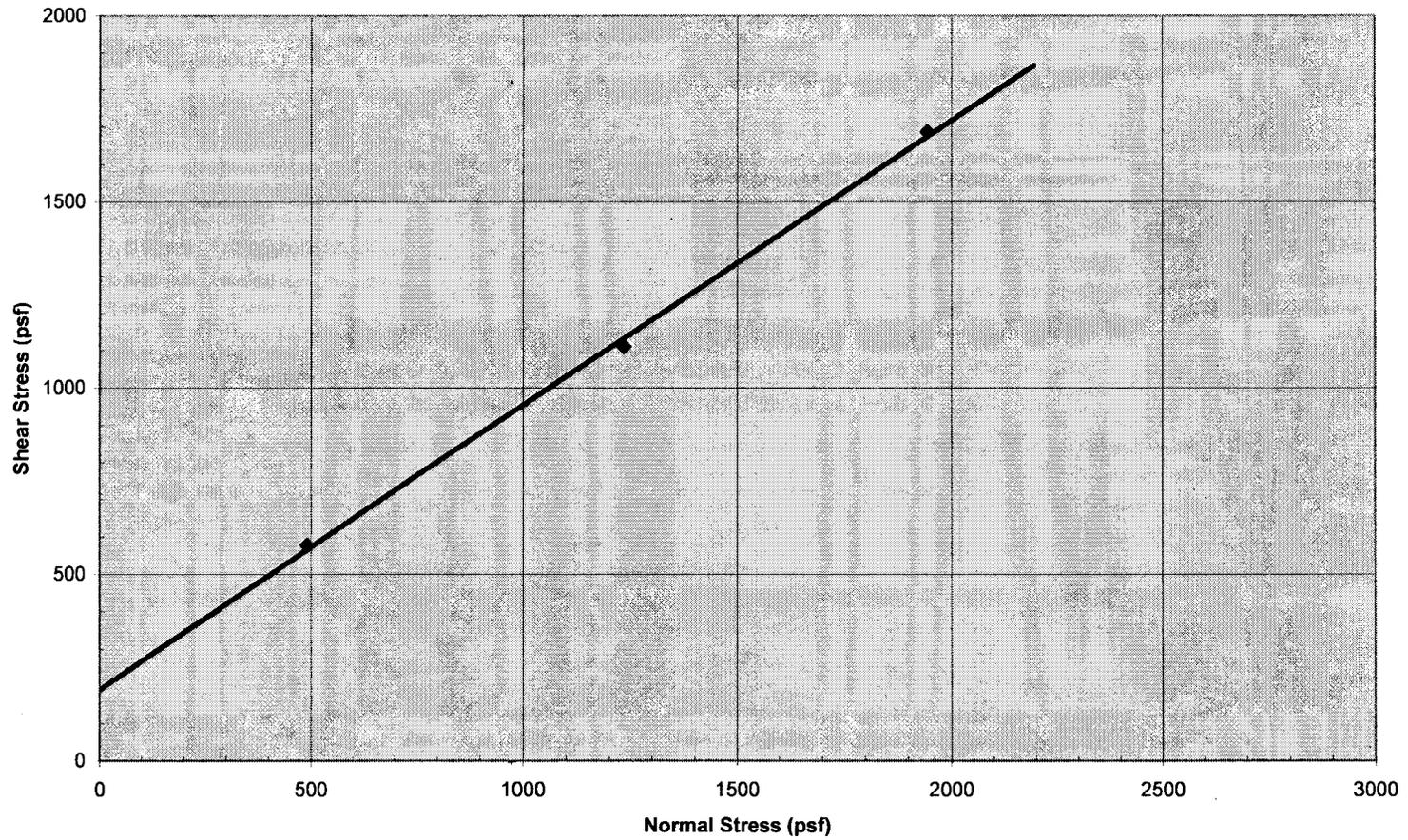
# DIRECT SHEAR TEST (ASTM D-3080)

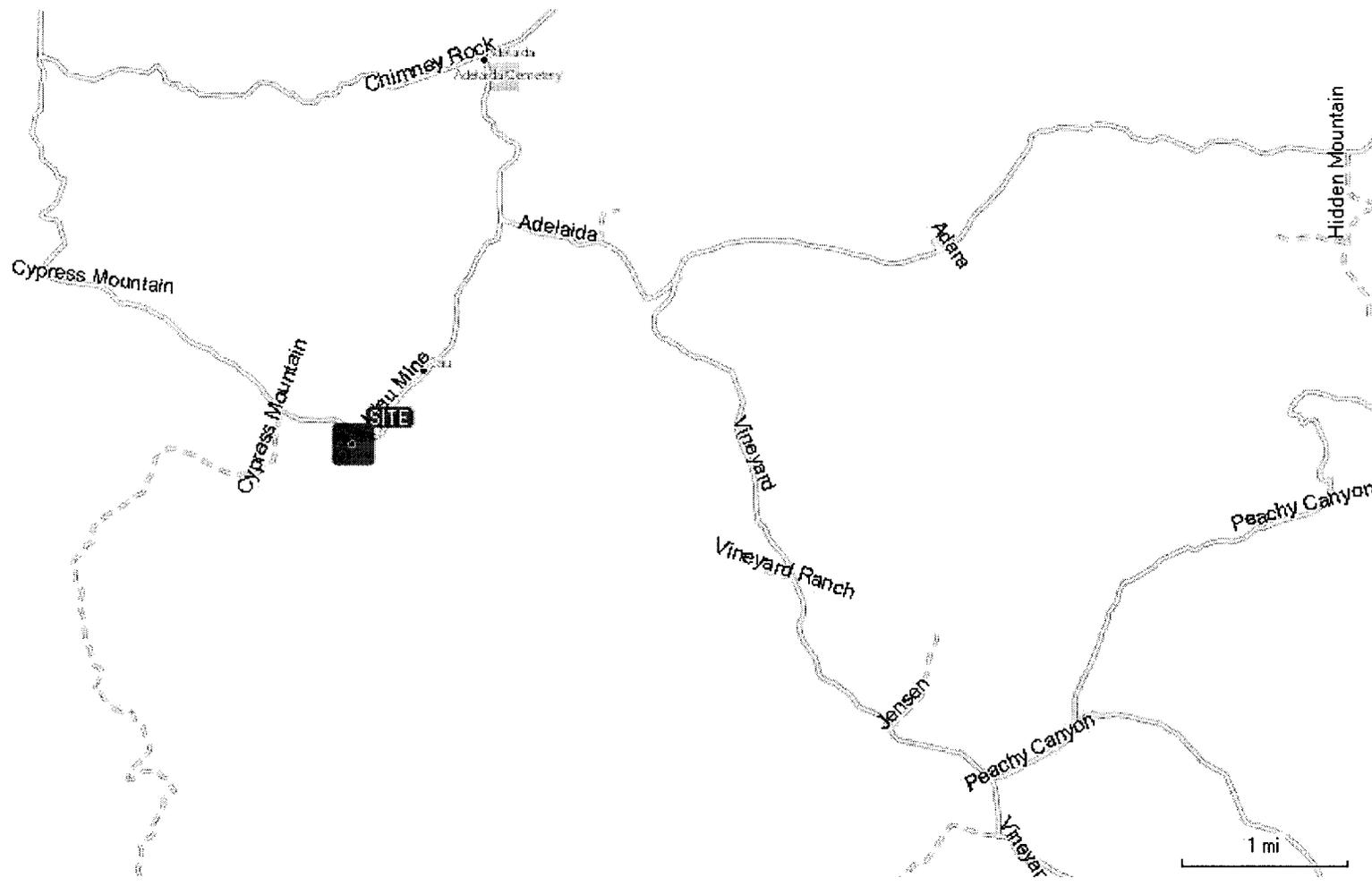
|             |          |                 |           |
|-------------|----------|-----------------|-----------|
| Date:       | 10/02/12 | Test Type:      | rem. ult. |
| File No.:   | 12-6781  | Dry Density:    | 86.5      |
| Checked by: | DJ       | Cohesion:       | 200       |
| Sample:     | B1 5-13  | Friction Angle: | 37.9      |



# DIRECT SHEAR TEST (ASTM D-3080)

|             |          |                 |           |
|-------------|----------|-----------------|-----------|
| Date:       | 10/02/12 | Test Type:      | rem. ult. |
| File No.:   | 12-6781  | Dry Density:    | 88.2      |
| Checked by: | DJ       | Cohesion:       | 200       |
| Sample:     | B1 13-19 | Friction Angle: | 37.3      |





Vicinity Map N.T.S.

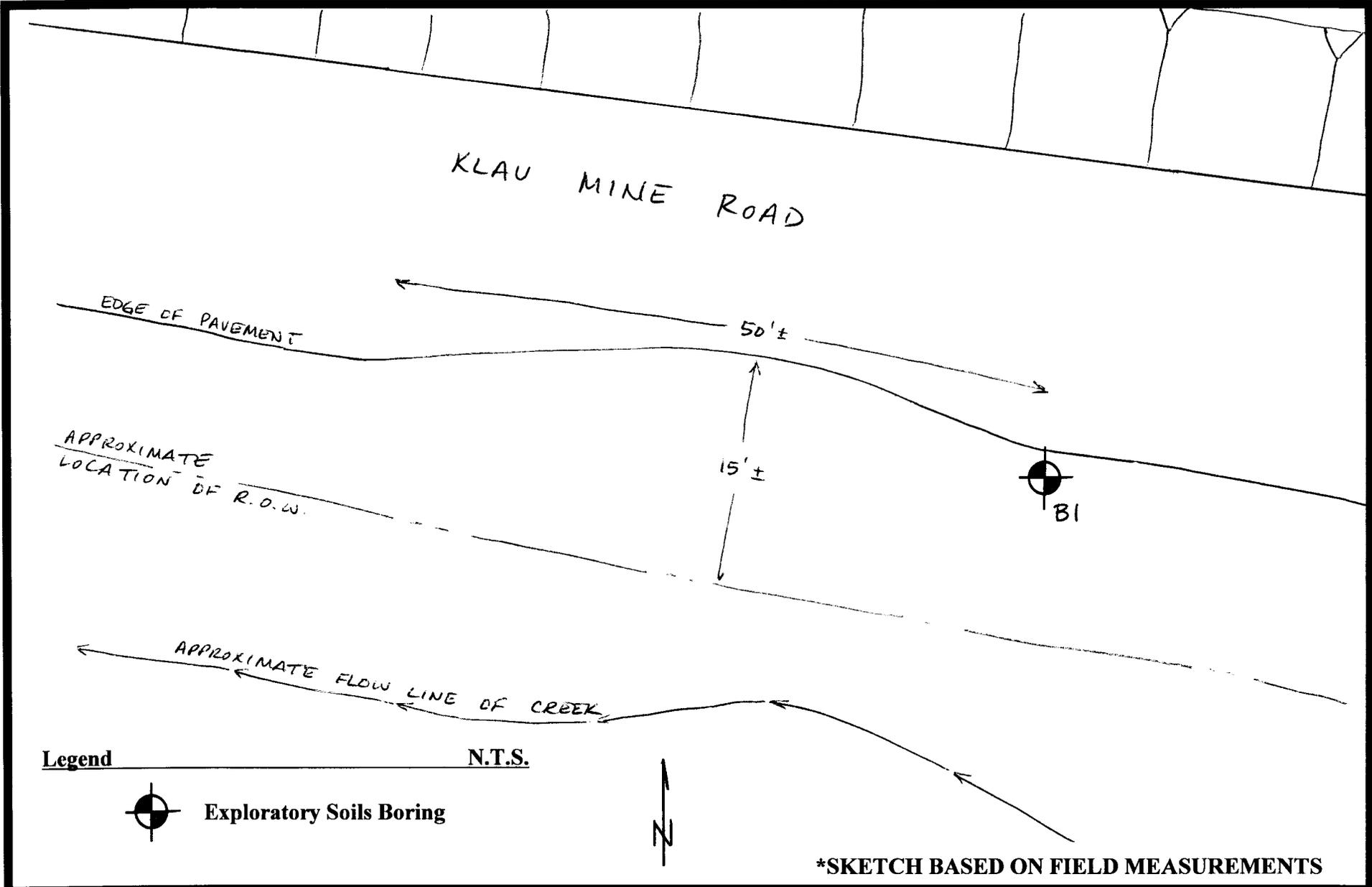
\*MAP PROVIDED BY MAPSOURCE



County of San Luis Obispo  
 Proposed Road Repair  
 Klau Mine Road  
 Paso Robles vicinity of San Luis Obispo County  
 California

Date: 10/02/12

**Plate 1**



Legend



Exploratory Soils Boring

N.T.S.



\*SKETCH BASED ON FIELD MEASUREMENTS



County of San Luis Obispo  
 Proposed Road Repair  
 Klau Mine Road  
 Paso Robles vicinity of San Luis Obispo County  
 California

Date: 10/02/12

Plate 2

# LOG OF BORING B1



3124 El Camino Real Atascadero, CA 93422  
 Telephone: 805-461-0965 Fax: 805-461-0161

CLIENT: County of San Luis Obispo  
 PROJECT: Proposed Road Repair  
 LOCATION: Klau Mine Road, Paso Robles  
 NUMBER: 12-6781  
 DATE(S) DRILLED: 9/27/2012

| FIELD DATA  |   | LABORATORY DATA      |                             |                         |  |    |    |                 | CLASS.                  |      | DRILLING METHOD(S):                                    |   |                            |
|---|---|----------------------|-----------------------------|-------------------------|--|----|----|-----------------|-------------------------|------|--|---|----------------------------|
| DEPTH (FT)  | SAMPLES<br>N: BLOWS/FT<br>P: TONS/SQ FT<br>T: TONS/SQ FT<br>PERCENT RECOVERY/<br>ROCK QUALITY DESIGNATION | MOISTURE CONTENT (%) | DRY DENSITY<br>POUNDS/CU.FT | RELATIVE COMPACTION (%) | ATTERBERG LIMITS                                   |    |    | EXPANSION INDEX | MINUS NO. 200 SIEVE (%) | USCS | SOIL SYMBOL  | SOIL TYPE                                   | Mobile B24 Auger Drill Rig |
|   |   |                      |                             |                         | LL   | PL | PI |                 |                         |      |  |   | GROUNDWATER INFORMATION:   |
|   |   |                      |                             |                         | No groundwater was encountered at time of drilling |    |    |                 |                         |      |  |   |                            |
|   |   |                      |                             |                         |  |    |    |                 |                         |      |  | SURFACE ELEVATION:                          |                            |
|   |   |                      |                             |                         |  |    |    |                 |                         |      |  | DESCRIPTION OF STRATUM                      |                            |
|   |   |                      |                             |                         | 57   | 27 | 30 |                 |                         |      | C1   | Dark brown silty fat CLAY, soft, humid      |                            |
| 5   |   |                      |                             |                         | 54   | 28 | 26 |                 |                         |      | M1   | Light brown weathered SILTSTONE, firm, damp |                            |
| 10  |   |                      |                             |                         | 64   | 28 | 36 |                 |                         |      | M2   | Brown weathered SILTSTONE, stiff, damp      |                            |
| 15  |   |                      |                             |                         |  |    |    |                 |                         |      | S1   | Light brown fractured SANDSTONE, hard, damp |                            |
| 20  |   |                      |                             |                         |  |    |    |                 |                         |      |  | Refusal at 20' on fractured SANDSTONE       |                            |
| N - STANDARD PENETRATION TEST RESISTANCE<br>P - POCKET PENETROMETER RESISTANCE<br>T - POCKET TORVANE SHEAR STRENGTH |   |                      |                             |                         |  |    |    |                 |                         |      | REMARKS:<br>Boring was backfilled with auger clippings |   |                            |

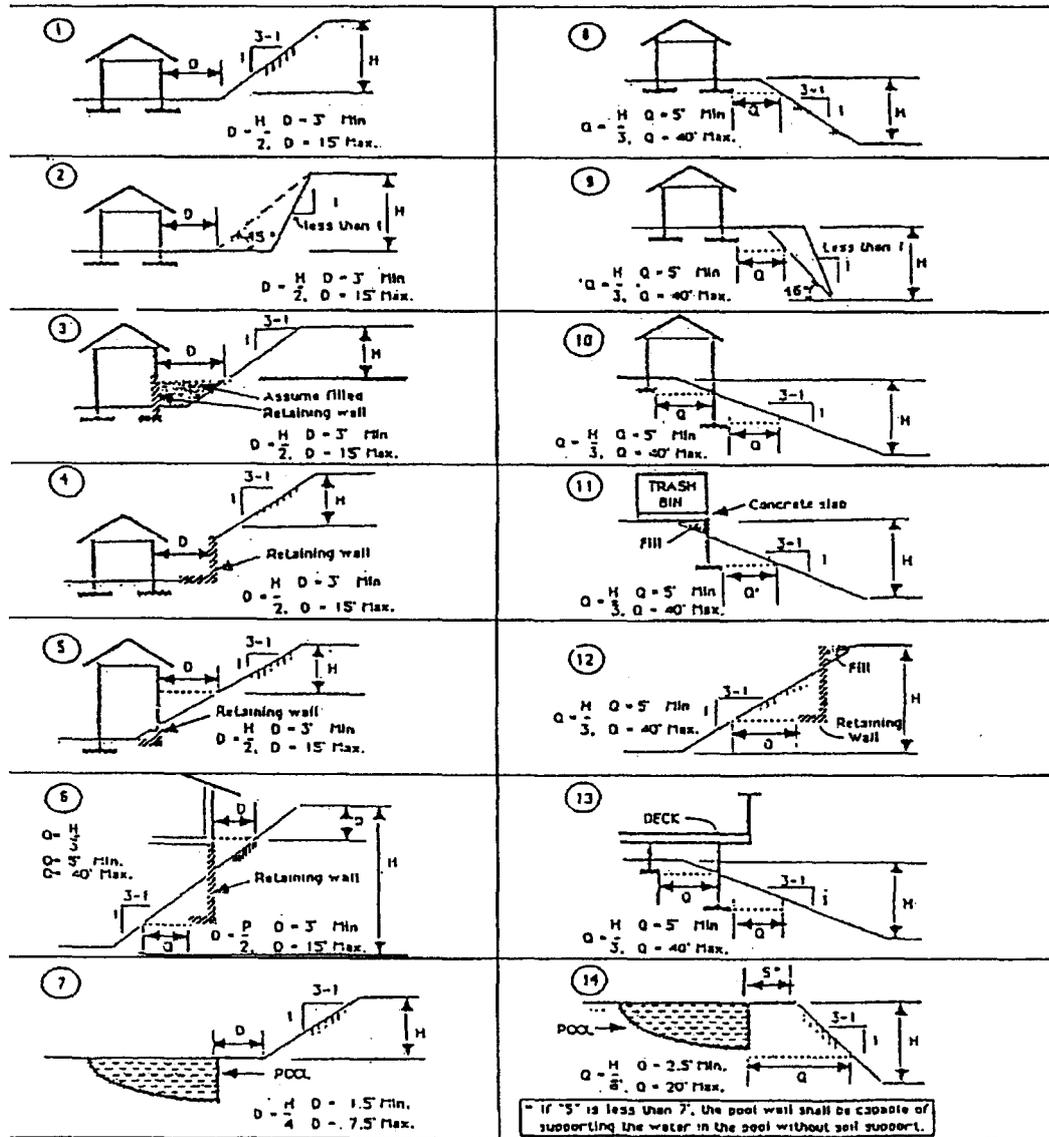
LOG OF BORING 12-6781 SOILS.GPJ MIDCOAST.GDT 10/16/12

# SLOPE SETBACKS

Based on Uniform Building Code Section 2907 (d)

## FOUNDATIONS ON OR ADJACENT TO SLOPES:

The placement of buildings and structures on or adjacent to slopes steeper than 3 horizontal to 1 vertical shall be in accordance with the following illustrations. The provisions are intended to provide protection for the building from slope drainage, erosion, mudflow, loose debris shallow slope failures and foundation movements



\* If "S" is less than 7', the pool wall shall be capable of supporting the water in the pool without soil support.



March 7, 2013

ESP FILE NO.: SL-16968-SA

Mr. Frank Cunningham  
San Luis Obispo County, Department of Public Works  
County Government Center, Room 207  
San Luis Obispo, CA 93408

PROJECT: HUASNA ROAD SLIPOUT  
MP 9.65, APPROX. 6.6 MILES EAST OF ALISOS ROAD  
SAN LUIS OBISPO COUNTY, CALIFORNIA

SUBJECT: Report of Soil Borings, Laboratory Testing and Limited Geotechnical  
Information

REF.: Proposal to Perform Soil Borings and Laboratory Testing, Huasna  
Road Slipout, MP 9.65, Approx. 6.6 Miles East of Alisos Road, San  
Luis Obispo County, California, by Earth Systems Pacific, Doc. No.  
1301-170.PRP, dated January 29, 2013

Dear Mr. Cunningham:

As per your authorization of the referenced proposal, we have completed soil borings at the project site and laboratory testing of selected samples from the borings. This report is a summary of these services; it also contains limited geotechnical information and opinions regarding the potential for driving or vibrating steel sheet piles, which are being considered as a repair method for this area. As noted in the referenced proposal, we understand that the information is intended to be used by the client in the simplified design and construction of a retaining wall for this site.

Two soil borings were completed at the project site on February 26, 2013. The borings were drilled to a maximum of 36.5 feet below the existing surfaces with a Mobile Drill Model B-53 rig, equipped with 6-inch outside diameter hollow stem auger and an automatic trip hammer for sampling. Boring 1 was drilled in the shoulder of the westbound lane, just downhill of the slipout area; Boring 2 was drilled just uphill of the slipout area, also in the shoulder of the westbound lane. As the borings were drilled, soil samples were obtained using a ring-lined barrel sampler (ASTM D 3550-01/07 with shoe similar to D 2937-04) and also standard penetration tests were performed (ASTM D 1586-11) at selected depths. Bulk soil samples were also obtained from the auger cuttings. The borings were backfilled with auger spoils.

Soils encountered in the borings were categorized and logged in general accordance with the Unified Soil Classification System and ASTM D 2488-09a. Where rock was encountered, its properties were described based upon observation of ring and/or Standard Penetration Test samples, observation of the auger cuttings, the effort required to drill into the rock, and the effort required to drive samplers into the rock. Copies of the boring logs and a Boring Log Legend are attached. In reviewing the boring logs and legend, the reader should recognize that the legend is



attached. In reviewing the boring logs and legend, the reader should recognize that the legend is intended as a guideline only, and there are a number of conditions that may influence the soil characteristics as observed during drilling. These include, but are not limited to, the presence of cobbles or boulders, cementation, variations in soil moisture, presence of groundwater, and other factors. It should also be noted that the descriptions of rock must span a much wider range of density and strength characteristics than soil, and are relative to other *rock* strata. For example, fractured and weathered rock may be described as “soft”, yet it will be considerably harder than almost any type of soil. Conversely, a clay soil may be described as “hard”, however it will not be nearly as hard as even “soft” rock such as weathered sandstone or claystone. Consequently, the logger must exercise judgment in interpreting the subsurface characteristics, possibly resulting in soil and rock descriptions that vary somewhat from the legend.

Preliminary boring logs were forwarded to the client for consultation regarding the sample to be tested for cohesion and angle of internal friction. The sample from Boring 1 at 20 to 21.5 feet was selected for testing by direct shear (ASTM D 3080-11). All six ring samples from the borings were tested for moisture and density as sampled (ASTM D 2937-10, as modified for ring liners). The laboratory test results are attached.

Based on the direct shear test results and results of the moisture and density tests, an active equivalent fluid pressure of 24 pcf was calculated for the sandstone material. Also based on these values, the following passive equivalent fluid pressures were calculated for various downslope angles measured with respect to horizontal:

| <u>Downslope Angle, degrees</u> | <u>Passive Equivalent Fluid Pressure, pcf</u> |
|---------------------------------|---|
| 0                               | 505   |
| 10                              | 245   |
| 20                              | 195   |
| 30                              | 140   |
| 40                              | 0   |

Linear interpolation may be used to determine the passive equivalent fluid pressure values for angles between those indicated above.

No surcharges are taken into consideration in the active and passive equivalent fluid pressure values presented above. These values will require application of appropriate factors of safety, load factors, and/or other factors as deemed appropriate by the architect/engineer. The active equivalent fluid pressure is applicable to a horizontal retained surface behind the wall. Walls having a retained surface that slopes upward from the wall should be designed for an additional equivalent fluid pressure of 1 pcf for every degree of slope inclination. These values are also based on well-drained conditions.



Huasna Road Slipout  
MR 9.65, Approx. 6.6 Mi. E of Alisos Road  
San Luis Obispo County, California

3

March 7, 2013

Based on the blow counts used to drive the samplers, it appears that difficult conditions should be anticipated for driving or vibrating sheet piles. This particular site may be more conducive to driving H-piles, or placing H-piles in drilled borings that are backfilled with gravel or slurry, and using lagging to create a wall system, rather than using sheet piles. Typical practice is to neglect the upper few feet of embedment in the passive pressure calculations, and to limit the increase in passive pressure with depth a maximum of 10 times the calculated values. Difficult driving operations could also loosen or damage the upper zones of the sandstone materials, so you may wish to consider neglecting the some additional depth of embedment in the passive pressure calculations. A rough "rule-of-thumb" in determining depth of embedment for these types of walls is that the embedment depth is 2/3 of the total pile length, and the supported height is 1/3 of the total pile length.

If there are any questions concerning these data, please do not hesitate to contact the undersigned.

Earth Systems Pacific

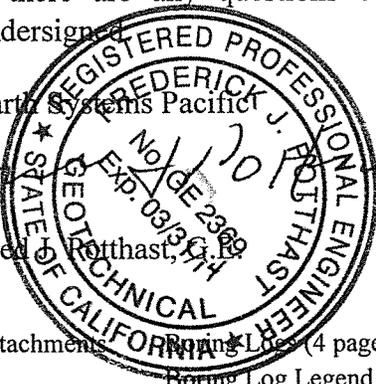
Fred

Attachments: Boring Log (4 pages)

Boring Log Legend (1 page)

Laboratory Test Results (3 pages)

Doc. No.: 1303-030.LTR/sr



3/7/13



# Earth Systems Pacific

Boring No. 1

PAGE 1 OF 2

LOGGED BY: R. Wagner

Downhill Side of Slipout

DRILL RIG: Mobile B-53

JOB NO.: SL-16968-SA

AUGER TYPE: 6" Hollow Stem Auger

DATE: 02/26/13

| DEPTH<br>(feet)   | USCS CLASS | SYMBOL | SAMPLE DATA        |                |                      |                 |                    |
|---|------------|--------|--------------------|----------------|----------------------|-----------------|--------------------|
|   |            |        | INTERVAL<br>(feet) | SAMPLE<br>TYPE | DRY DENSITY<br>(pcf) | MOISTURE<br>(%) | BLOWS<br>PER 6 IN. |
| <p align="center"><b>HUASNA ROAD SLIPOUT</b><br/> <b>MP 9.65, Approximately 6.6 Miles East of Alisos Road</b><br/> <b>Huasna Area, San Luis Obispo County, California</b></p> <p align="center"><b>SOIL DESCRIPTION</b></p> |            |        |                    |                |                      |                 |                    |
| 0   | SM         |        |                    |                |                      |                 |                    |
| 1   |            |        |                    |                |                      |                 |                    |
| 2   |            |        |                    |                |                      |                 |                    |
| 3   |            |        |                    |                |                      |                 |                    |
| 4   |            |        | 4.0-7.0            | ○              |                      |                 |                    |
| 5   |            |        | 5.0-6.5            | ●              |                      |                 | 16<br>22<br>24     |
| 6   |            |        |                    |                |                      |                 |                    |
| 7   |            |        |                    |                |                      |                 |                    |
| 8   |            |        |                    |                |                      |                 |                    |
| 9   |            |        |                    |                |                      |                 |                    |
| 10  |            |        | 10.0-11.5          | ■              | 104.5                | 4.3             | 7<br>20<br>31      |
| 11  |            |        |                    |                |                      |                 |                    |
| 12  |            |        |                    |                |                      |                 |                    |
| 13  |            |        |                    |                |                      |                 |                    |
| 14  |            |        |                    |                |                      |                 |                    |
| 15  |            |        | 15.0-16.5          | ●              |                      |                 | 13<br>14<br>15     |
| 16  |            |        |                    |                |                      |                 |                    |
| 17  |            |        | 17.0-20.0          | ○              |                      |                 |                    |
| 18  |            |        |                    |                |                      |                 |                    |
| 19  |            |        |                    |                |                      |                 |                    |
| 20  |            |        | 20.0-21.5          | ■              | 104.8                | 6.3             | 14<br>26<br>33     |
| 21  |            |        |                    |                |                      |                 |                    |
| 22  |            |        |                    |                |                      |                 |                    |
| 23  |            |        |                    |                |                      |                 |                    |
| 24  |            |        |                    |                |                      |                 |                    |
| 25  |            |        | 25.0-26.5          | ●              |                      |                 | 11<br>13<br>14     |
| 26  |            |        |                    |                |                      |                 |                    |

LEGEND: ■ Ring Sample ○ Grab Sample □ Shelby Tube Sample ● SPT

NOTE: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.



# Earth Systems Pacific

Boring No. 1

PAGE 2 OF 2

LOGGED BY: R. Wagner

Downhill Side of Slipout

DRILL RIG: Mobile B-53

JOB NO.: SL-16968-SA

AUGER TYPE: 6" Hollow Stem Auger

DATE: 02/26/13

| DEPTH<br>(feet)   | USCS CLASS | SYMBOL | SAMPLE DATA                     |                |                      |                 |                    |    |
|---|------------|--------|---------------------------------|----------------|----------------------|-----------------|--------------------|----|
|   |            |        | INTERVAL<br>(feet)              | SAMPLE<br>TYPE | DRY DENSITY<br>(pcf) | MOISTURE<br>(%) | BLOWS<br>PER 6 IN. |    |
| <p align="center"><b>HUASNA ROAD SLIPOUT</b><br/> <b>MP 9.65, Approximately 6.6 Miles East of Alisos Road</b><br/> <b>Huasna Area, San Luis Obispo County, California</b></p> |            |        |                                 |                |                      |                 |                    |    |
| <p align="center"><b>SOIL DESCRIPTION</b></p>   |            |        |                                 |                |                      |                 |                    |    |
| 27  |            |        |                                 |                |                      |                 |                    |    |
| 28  |            |        |                                 |                |                      |                 |                    |    |
| 29  |            |        |                                 |                |                      |                 |                    |    |
| 30  |            |        | 30.0-31.5                       | ■              | 104.5                | 6.1             | 8                  | 19 |
| 31  |            |        |                                 |                |                      |                 |                    | 27 |
| 32  |            |        |                                 |                |                      |                 |                    |    |
| 33  |            |        |                                 |                |                      |                 |                    |    |
| 34  |            |        |                                 |                |                      |                 |                    |    |
| 35  |            |        | 35.0-36.5                       | ●              |                      |                 | 12                 | 15 |
| 36  |            |        |                                 |                |                      |                 |                    | 20 |
| 37  |            |        | End of Boring @ 36.5'           |                |                      |                 |                    |    |
| 38  |            |        | No subsurface water encountered |                |                      |                 |                    |    |
| 39  |            |        |                                 |                |                      |                 |                    |    |
| 40  |            |        |                                 |                |                      |                 |                    |    |
| 41  |            |        |                                 |                |                      |                 |                    |    |
| 42  |            |        |                                 |                |                      |                 |                    |    |
| 43  |            |        |                                 |                |                      |                 |                    |    |
| 44  |            |        |                                 |                |                      |                 |                    |    |
| 45  |            |        |                                 |                |                      |                 |                    |    |
| 46  |            |        |                                 |                |                      |                 |                    |    |
| 47  |            |        |                                 |                |                      |                 |                    |    |
| 48  |            |        |                                 |                |                      |                 |                    |    |
| 49  |            |        |                                 |                |                      |                 |                    |    |
| 50  |            |        |                                 |                |                      |                 |                    |    |
| 51  |            |        |                                 |                |                      |                 |                    |    |
| 52  |            |        |                                 |                |                      |                 |                    |    |
| 53  |            |        |                                 |                |                      |                 |                    |    |

LEGEND: ■ Ring Sample ○ Grab Sample □ Shelby Tube Sample ● SPT

NOTE: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.



# Earth Systems Pacific

Boring No.2

PAGE 1 OF 2

JOB NO.: SL-16968-SA

DATE: 02/26/13

LOGGED BY: R. Wagner

Uphill Side of Slipout

DRILL RIG: Mobile B-53

AUGER TYPE: 6" Hollow Stem Auger

| DEPTH<br>(feet)   | USCS CLASS | SYMBOL | SAMPLE DATA  |                   |                      |                 |                    |                |               |
|---|------------|--------|--|-------------------|----------------------|-----------------|--------------------|----------------|---------------|
|   |            |        | INTERVAL<br>(feet)   | SAMPLE<br>TYPE    | DRY DENSITY<br>(pcf) | MOISTURE<br>(%) | BLOWS<br>PER 6 IN. |                |               |
| <p align="center"><b>HUASNA ROAD SLIPOUT</b><br/> <b>MP 9.65, Approximately 6.6 Miles East of Alisos Road</b><br/> <b>Huasna Area, San Luis Obispo County, California</b></p> <p align="center"><b>SOIL DESCRIPTION</b></p> |            |        |  |                   |                      |                 |                    |                |               |
| 0   | SM         |        | SILTY SAND: dark brown, loose, moist, trace fine gravel (Colluvium)                                    |                   |                      |                 |                    |                |               |
| 1   |            |        | gray brown   |                   |                      |                 |                    |                |               |
| 2   |            |        |  |                   |                      |                 |                    |                |               |
| 3   |            |        |  |                   |                      |                 |                    |                |               |
| 4   |            |        |  |                   |                      |                 |                    |                |               |
| 5   |            |        |  | 5.0-6.5           |                      | 109.1           | 9.4                | 13<br>20<br>29 |               |
| 6   |            |        |  |                   |                      |                 |                    |                |               |
| 7   |            |        |  |                   |                      |                 |                    |                |               |
| 8   |            |        | SANDSTONE: light gray brown, very soft, slightly moist, severely weathered (Santa Margarita Formation) |                   |                      |                 |                    |                |               |
| 9   |            |        |  |                   |                      |                 |                    |                |               |
| 10  |            |        |  |                   |                      |                 |                    |                |               |
| 11  |            |        |  |                   |                      |                 |                    |                |               |
| 12  |            |        |  |                   |                      |                 |                    |                |               |
| 13  |            |        |  |                   |                      |                 |                    |                |               |
| 14  |            |        |  |                   |                      |                 |                    |                |               |
| 15  |            |        |  | trace fine gravel | 15.0-16.5            |                 | 108.4              | 6.7            | 5<br>23<br>32 |
| 16  |            |        |  |                   |                      |                 |                    |                |               |
| 17  |            |        |  |                   |                      |                 |                    |                |               |
| 18  |            |        |  |                   |                      |                 |                    |                |               |
| 19  |            |        |  |                   |                      |                 |                    |                |               |
| 20  |            |        |  |                   |                      |                 |                    |                |               |
| 21  |            |        |  |                   |                      |                 |                    |                |               |
| 22  |            |        | slightly cemented, moderately weathered  |                   |                      |                 |                    |                |               |
| 23  |            |        |  |                   |                      |                 |                    |                |               |
| 24  |            |        |  |                   |                      |                 |                    |                |               |
| 25  |            |        |  | 25.0-26.5         |                      | 106.7           | 5.5                | 10<br>16<br>24 |               |
| 26  |            |        |  |                   |                      |                 |                    |                |               |

LEGEND: Ring Sample Grab Sample Shelby Tube Sample SPT

NOTE: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.



# Earth Systems Pacific

Boring No.2

PAGE 2 OF 2

LOGGED BY: R. Wagner

Uphill Side of Slipout

DRILL RIG: Mobile B-53

JOB NO.: SL-16968-SA

AUGER TYPE: 6" Hollow Stem Auger

DATE: 02/26/13

| DEPTH<br>(feet)   | USCS CLASS | SYMBOL | SAMPLE DATA                     |                |                      |                 |                    |
|---|------------|--------|---------------------------------|----------------|----------------------|-----------------|--------------------|
|   |            |        | INTERVAL<br>(feet)              | SAMPLE<br>TYPE | DRY DENSITY<br>(pcf) | MOISTURE<br>(%) | BLOWS<br>PER 6 IN. |
| <p align="center"><b>HUASNA ROAD SLIPOUT</b><br/> <b>MP 9.65, Approximately 6.6 Miles East of Alisos Road</b><br/> <b>Huasna Area, San Luis Obispo County, California</b></p> |            |        |                                 |                |                      |                 |                    |
| <p align="center"><b>SOIL DESCRIPTION</b></p>   |            |        |                                 |                |                      |                 |                    |
| 27  |            |        |                                 |                |                      |                 |                    |
| 28  |            |        |                                 |                |                      |                 |                    |
| 29  |            |        |                                 |                |                      |                 |                    |
| 30  |            |        |                                 |                |                      |                 |                    |
| 31  |            |        |                                 |                |                      |                 |                    |
| 32  |            |        |                                 |                |                      |                 |                    |
| 33  |            |        |                                 |                |                      |                 |                    |
| 34  |            |        |                                 |                |                      |                 |                    |
| 35  |            |        | 35.0-36.5                       | ●              |                      |                 | 6<br>8<br>10       |
| 36  |            |        |                                 |                |                      |                 |                    |
| 37  |            |        | End of Boring @ 36.5'           |                |                      |                 |                    |
| 38  |            |        | No subsurface water encountered |                |                      |                 |                    |
| 39  |            |        |                                 |                |                      |                 |                    |
| 40  |            |        |                                 |                |                      |                 |                    |
| 41  |            |        |                                 |                |                      |                 |                    |
| 42  |            |        |                                 |                |                      |                 |                    |
| 43  |            |        |                                 |                |                      |                 |                    |
| 44  |            |        |                                 |                |                      |                 |                    |
| 45  |            |        |                                 |                |                      |                 |                    |
| 46  |            |        |                                 |                |                      |                 |                    |
| 47  |            |        |                                 |                |                      |                 |                    |
| 48  |            |        |                                 |                |                      |                 |                    |
| 49  |            |        |                                 |                |                      |                 |                    |
| 50  |            |        |                                 |                |                      |                 |                    |
| 51  |            |        |                                 |                |                      |                 |                    |
| 52  |            |        |                                 |                |                      |                 |                    |
| 53  |            |        |                                 |                |                      |                 |                    |

LEGEND: ■ Ring Sample ○ Grab Sample □ Shelby Tube Sample ● SPT

NOTE: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.



Earth Systems Pacific

# BORING LOG LEGEND

## UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487)

| MAJOR DIVISIONS   | GROUP SYMBOL | TYPICAL DESCRIPTIONS   | GRAPH. SYMBOL |
|---|--------------|--|---------------|
| COARSE GRAINED SOILS<br>MORE THAN HALF OF MATERIAL IS LARGER THAN #200 SIEVE SIZE | GW           | WELL GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES  |               |
|   | GP           | POORLY GRADED GRAVELS, OR GRAVEL-SAND MIXTURES, LITTLE OR NO FINES                                     |               |
|   | GM           | SILTY GRAVELS, GRAVEL-SAND-SILT MIXTURES, NON-PLASTIC FINES  |               |
|   | GC           | CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIXTURES, PLASTIC FINES   |               |
|   | SW           | WELL GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES  |               |
|   | SP           | POORLY GRADED SANDS OR GRAVELLY SANDS, LITTLE OR NO FINES  |               |
|   | SM           | SILTY SANDS, SAND-SILT MIXTURES, NON-PLASTIC FINES   |               |
|   | SC           | CLAYEY SANDS, SAND-CLAY MIXTURES, PLASTIC FINES  |               |
| FINE GRAINED SOILS<br>HALF OR MORE OF MATERIAL IS SMALLER THAN #200 SIEVE SIZE    | ML           | INORGANIC SILTS AND VERY FINE SANDS, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY |               |
|   | CL           | INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS      |               |
|   | OL           | ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY  |               |
|   | MH           | INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SANDY OR SILTY SOILS, ELASTIC SILTS                    |               |
|   | CH           | INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS  |               |
|   | OH           | ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS  |               |
|   | PT           | PEAT AND OTHER HIGHLY ORGANIC SOILS  |               |

| SAMPLE / SUBSURFACE WATER SYMBOLS | GRAPH. SYMBOL |
|-----------------------------------|---------------|
| CALIFORNIA MODIFIED               |               |
| STANDARD PENETRATION TEST (SPT)   |               |
| SHELBY TUBE                       |               |
| BULK                              |               |
| SUBSURFACE WATER DURING DRILLING  |               |
| SUBSURFACE WATER AFTER DRILLING   |               |

### MOISTURE CONDITION

|     |                |       |            |                 |
|-----|----------------|-------|------------|-----------------|
| DRY | SLIGHTLY MOIST | MOIST | VERY MOIST | WET (SATURATED) |
|-----|----------------|-------|------------|-----------------|

### CONSISTENCY

| COARSE GRAINED SOILS |            |                  | FINE GRAINED SOILS |            |                  |
|----------------------|------------|------------------|--------------------|------------|------------------|
| BLOWS/FOOT           |            | DESCRIPTIVE TERM | BLOWS/FOOT         |            | DESCRIPTIVE TERM |
| SPT                  | CA SAMPLER |                  | SPT                | CA SAMPLER |                  |
| 0-10                 | 0-16       | LOOSE            | 0-2                | 0-3        | VERY SOFT        |
| 11-30                | 17-50      | MEDIUM DENSE     | 3-4                | 4-7        | SOFT             |
| 31-50                | 51-83      | DENSE            | 5-8                | 8-13       | MEDIUM STIFF     |
| OVER 50              | OVER 83    | VERY DENSE       | 9-15               | 14-25      | STIFF            |
|                      |            |                  | 16-30              | 26-50      | VERY STIFF       |
|                      |            |                  | OVER 30            | OVER 50    | HARD             |

### GRAIN SIZES

| U.S. STANDARD SERIES SIEVE |      |        |        | CLEAR SQUARE SIEVE OPENING |        |         |          |
|----------------------------|------|--------|--------|----------------------------|--------|---------|----------|
| # 200                      | # 40 | # 10   | # 4    | 3/4"                       | 3"     | 12"     |          |
| SILT & CLAY                |      | SAND   |        | GRAVEL                     |        | COBBLES | BOULDERS |
|                            | FINE | MEDIUM | COARSE | FINE                       | COARSE |         |          |

### ROCK HARDNESS

| MAJOR DIVISIONS | TYPICAL DESCRIPTIONS  |
|-----------------|---|
| EXTREMELY HARD  | CORE, FRAGMENT, OR EXPOSURE CANNOT BE SCRATCHED WITH KNIFE OR SHARP PICK; CAN ONLY BE CHIPPED WITH REPEATED HEAVY HAMMER BLOWS                                |
| VERY HARD       | CANNOT BE SCRATCHED WITH KNIFE OR SHARP PICK; CORE OR FRAGMENT BREAKS WITH REPEATED HEAVY HAMMER BLOWS  |
| HARD            | CAN BE SCRATCHED WITH KNIFE OR SHARP PICK WITH DIFFICULTY (HEAVY PRESSURE); HEAVY HAMMER BLOW REQUIRED TO BREAK SPECIMEN                                      |
| MODERATELY HARD | CAN BE GROOVED 1/16 INCH DEEP BY KNIFE OR SHARP PICK WITH MODERATE OR HEAVY PRESSURE; CORE OR FRAGMENT BREAKS WITH LIGHT HAMMER BLOW OR HEAVY MANUAL PRESSURE |
| SOFT            | CAN BE GROOVED OR GOUGED EASILY BY KNIFE OR SHARP PICK WITH LIGHT PRESSURE, CAN BE SCRATCHED WITH FINGERNAIL; BREAKS WITH LIGHT TO MODERATE MANUAL PRESSURE   |
| VERY SOFT       | CAN BE READILY INDENTED, GROOVED OR GOUGED WITH FINGERNAIL, OR CARVED WITH KNIFE; BREAKS WITH LIGHT MANUAL PRESSURE   |

### ROCK WEATHERING

| MAJOR DIVISIONS      | TYPICAL DESCRIPTIONS  |
|----------------------|---|
| FRESH                | NO DISCOLORATION, NOT OXIDIZED  |
| SLIGHTLY WEATHERED   | DISCOLORATION OR OXIDATION IS LIMITED TO SURFACE OF, OR SHORT DISTANCE FROM, FRACTURES; SOME FELDSPAR CRYSTALS ARE DULL                                       |
| MODERATELY WEATHERED | DISCOLORATION OR OXIDATION EXTENDS FROM FRACTURES, USUALLY THROUGHOUT; Fe-Mg MINERALS ARE "RUSTY", FELDSPAR CRYSTALS ARE "CLOUDY"                             |
| INTENSELY WEATHERED  | DISCOLORATION OR OXIDATION THROUGHOUT; FELDSPAR AND Fe-Mg MINERALS ARE ALTERED TO CLAY TO SOME EXTENT, OR CHEMICAL ALTERATION PRODUCES IN SITU DISAGGREGATION |
| DECOMPOSED           | DISCOLORATION OR OXIDATION THROUGHOUT, BUT RESISTANT MINERALS SUCH AS QUARTZ MAY BE UNALTERED; FELDSPAR AND Fe-Mg MINERALS ARE COMPLETELY ALTERED TO CLAY     |



Huasna Road Slipout  
MP 9.65, Approximately 6.6 Miles East of Alisos Road

SL-16968-SA

**DIRECT SHEAR** continued

ASTM D 3080/D3080M-11 (modified for consolidated, undrained conditions)

Boring #1 @ 21.0 - 21.5'

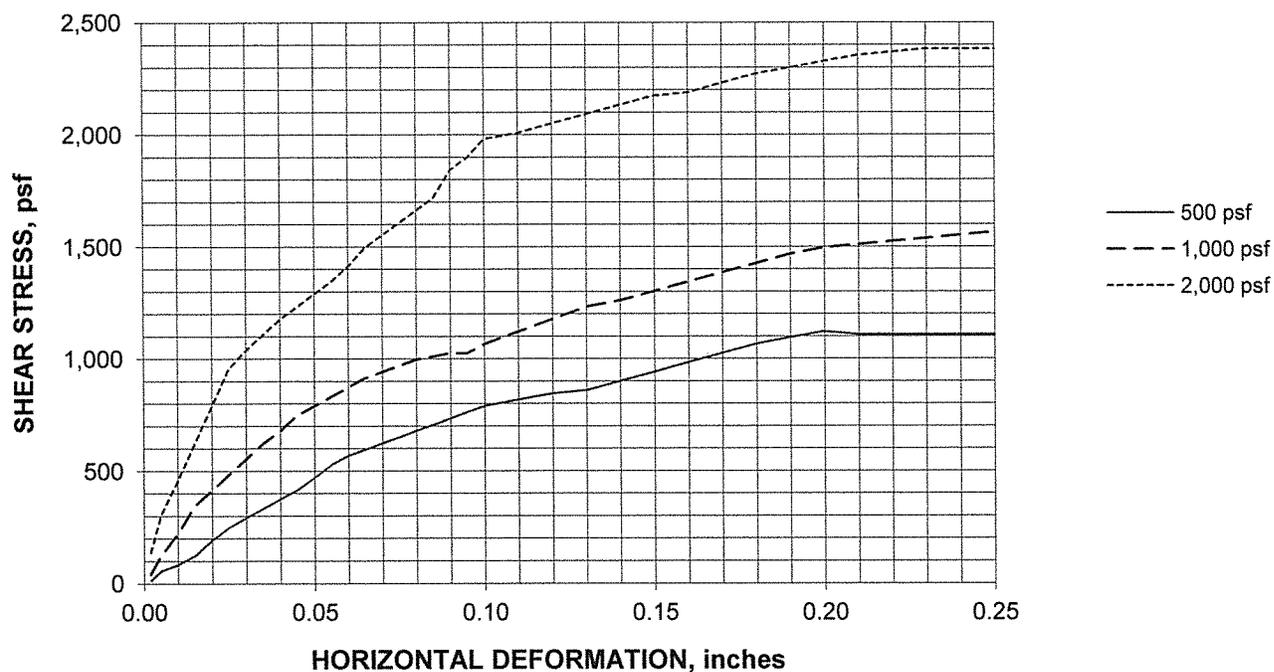
March 5, 2013

Sandstone

Ring sample, saturated

SPECIFIC GRAVITY: 2.65 (assumed)

| SAMPLE NO.:      | 1     | 2     | 3     | AVERAGE |
|------------------|-------|-------|-------|---------|
| <b>INITIAL</b>   |       |       |       |         |
| WATER CONTENT, % | 6.3   | 6.3   | 6.3   | 6.3     |
| DRY DENSITY, pcf | 97.3  | 100.6 | 100.9 | 99.6    |
| SATURATION, %    | 23.9  | 25.9  | 26.1  | 25.3    |
| VOID RATIO       | 0.699 | 0.645 | 0.639 | 0.661   |
| DIAMETER, inches | 2.375 | 2.375 | 2.375 |         |
| HEIGHT, inches   | 1.00  | 1.00  | 1.00  |         |
| <b>AT TEST</b>   |       |       |       |         |
| WATER CONTENT, % | 25.9  | 23.1  | 20.2  |         |
| DRY DENSITY, pcf | 98.1  | 102.5 | 108.4 |         |
| SATURATION, %    | 100.0 | 100.0 | 100.0 |         |
| VOID RATIO       | 0.686 | 0.613 | 0.526 |         |
| HEIGHT, inches   | 0.99  | 0.98  | 0.93  |         |





Huasna Road Slipout  
MP 9.65, Approximately 6.6 Miles East of Alisos Road

SL-16968-SA

## DIRECT SHEAR

ASTM D 3080/D3080M-11 (modified for consolidated, undrained conditions)

March 5, 2013

Boring #1 @ 21.0 - 21.5'

Sandstone

Ring sample, saturated

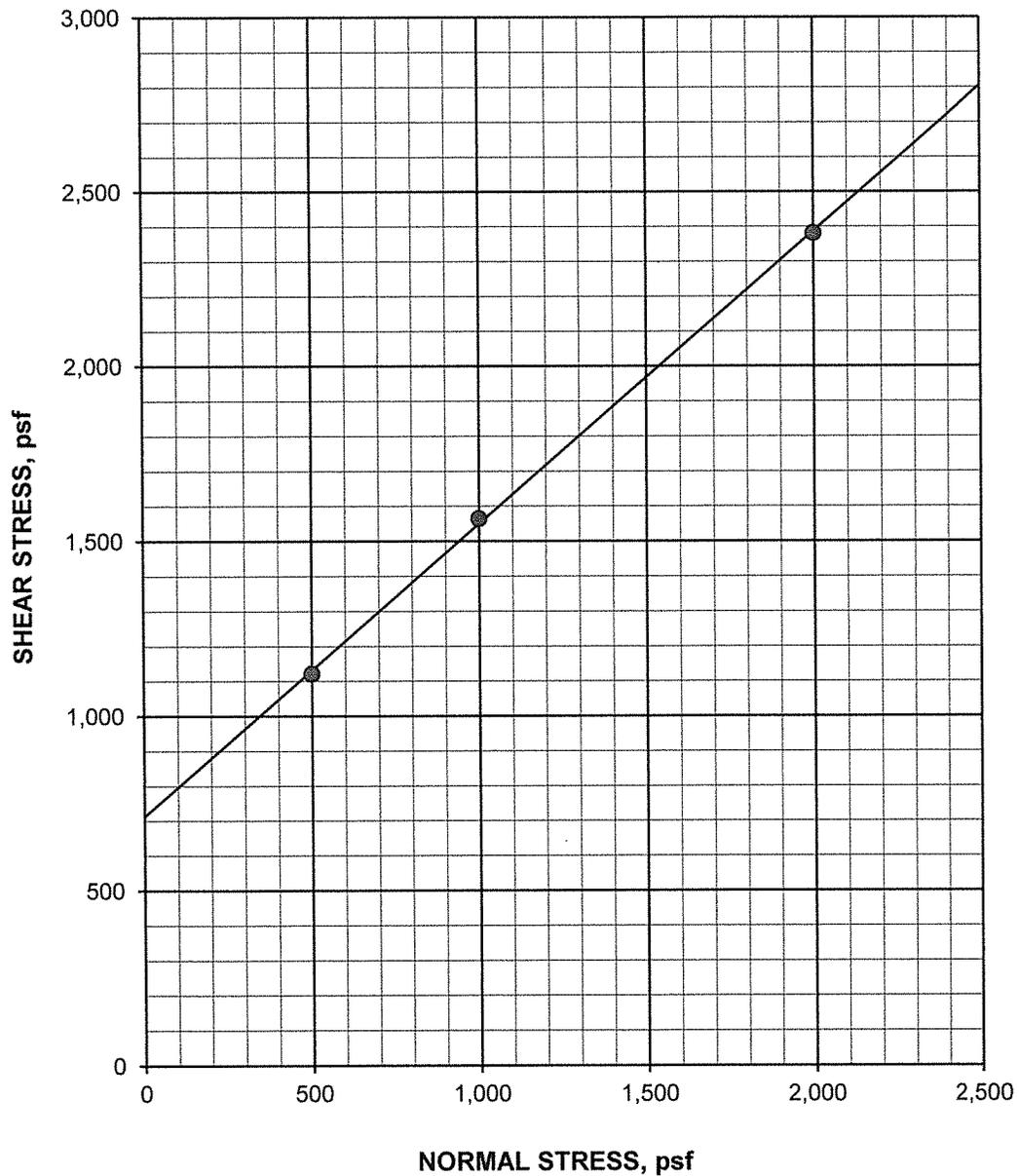
INITIAL DRY DENSITY: 99.6 pcf

INITIAL MOISTURE CONTENT: 6.3 %

PEAK SHEAR ANGLE ( $\phi$ ): 40°

COHESION (C): 713 psf

### SHEAR vs. NORMAL STRESS





Huasna Road Slipout  
MP 9.65, Approximately 6.6 Miles East of Alisos Road

SL-16968-SA

## **BULK DENSITY TEST RESULTS**

ASTM D 2937-10 (modified for ring liners)

March 5, 2013

| <b>BORING<br/>NO.</b> | <b>DEPTH<br/>feet</b> | <b>MOISTURE<br/>CONTENT, %</b> | <b>WET<br/>DENSITY, pcf</b> | <b>DRY<br/>DENSITY, pcf</b> |
|-----------------------|-----------------------|--------------------------------|-----------------------------|-----------------------------|
| 1                     | 11.0 - 11.5           | 4.3                            | 109.1                       | 104.5                       |
| 1                     | 21.0 - 21.5           | 6.3                            | 111.5                       | 104.8                       |
| 1                     | 31.0 - 31.5           | 6.1                            | 110.9                       | 104.5                       |
| 2                     | 6.0 - 6.5             | 9.4                            | 119.4                       | 109.1                       |
| 2                     | 16.0 - 16.5           | 6.7                            | 115.7                       | 108.4                       |
| 2                     | 26.0 - 26.5           | 5.5                            | 112.6                       | 106.7                       |



**ATTACHMENT B**  
**APPLICABLE STANDARD DRAWINGS AND PLANS**  
**(Not limited those included herein)**



TO ACCOMPANY PLANS DATED \_\_\_\_\_

PROJECT NO. \_\_\_\_\_ SHEETS TOTAL \_\_\_\_\_

ROUTE \_\_\_\_\_ COUNTY \_\_\_\_\_

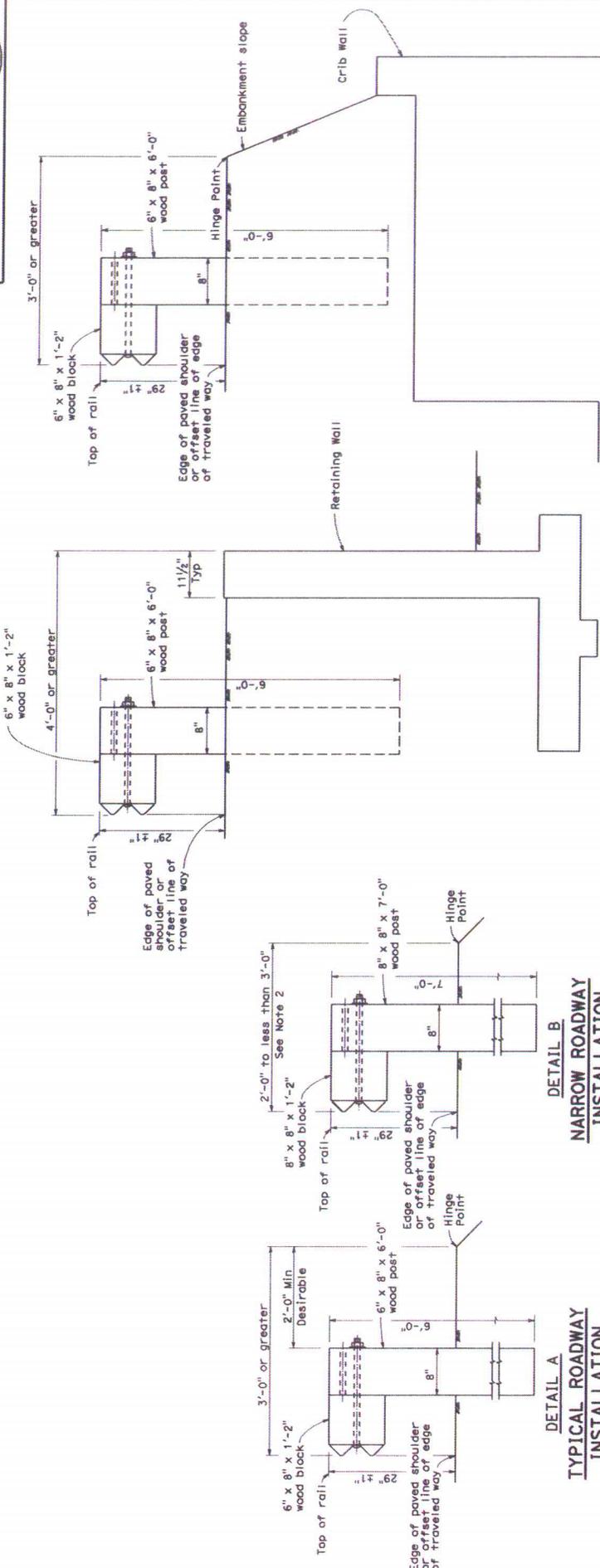
**Randall D. Hiett**  
REGISTERED CIVIL ENGINEER

NOV 20, 2011  
PLANS APPROVAL DATE

Professional Engineer Seal: **Randall D. Hiett**, License No. **598200**, State of California, Exp. **5-30-11**

The State of California or its officers or agents shall not be responsible for the accuracy, completeness or appropriateness of this plan.

To accompany plans dated \_\_\_\_\_



**DETAIL A**  
**TYPICAL ROADWAY**  
**INSTALLATION**  
See Note 1

**DETAIL B**  
**NARROW ROADWAY**  
**INSTALLATION**  
See Note 1

**DETAIL C**  
**INSTALLATION AT EARTH RETAINING WALLS**

**DETAIL D**  
**INSTALLATION AT EARTH RETAINING WALLS**

- NOTES:**
- These installation details are also applicable to steel line post installations. For Detail A, C, and D, where steel line post installations are constructed, W6 x 9 steel post, 6'-0" in length, with 6" x 8" x 1'-2" notched wood blocks, or notched recycled plastic blocks are to be used in place of the wood post and wood block shown. For Detail B, where steel line post installations are constructed, W6 x 9 steel post, 6'-0" in length, with 6" x 8" x 1'-2" notched wood blocks or notched recycled plastic blocks are to be used in place of the wood post and wood block shown. For additional installation details, see Standard Plans A77A1 and A77A2.
  - Where the distance between the face of the rail and the hinge point is less than 2'-0", see the Project Plans for special details.
  - For dike positioning with guard railing installations, see Standard Plan A77C4.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**METAL BEAM GUARD RAILING**  
**TYPICAL LINE POST**  
**EMBEDMENT AND**  
**HINGE POINT OFFSET DETAILS**

NO SCALE

RSP A77C3 DATED MAY 20, 2011. SUPERSEDES STANDARD PLAN A77C3 DATED MAY 1, 2006 - PAGE 46 OF THE STANDARD PLANS BOOK DATED MAY 2006.

**REVISED STANDARD PLAN RSP A77C3**



DIST. COUNTY ROUTE POST MILES SHEET TOTAL  
TOTAL PROJECT NO. SHEETS

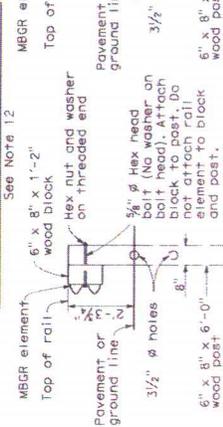
*Randall D. Hest*  
REGISTERED CIVIL ENGINEER

NOV 1, 2006  
PLANS APPROVAL DATE

7th Street of California or its Affiliate or  
Agency, assumed to be responsible for the accuracy  
of the information on these plans.  
To get the full Conditions and Specifications, go to <http://www.dgs.ca.gov>

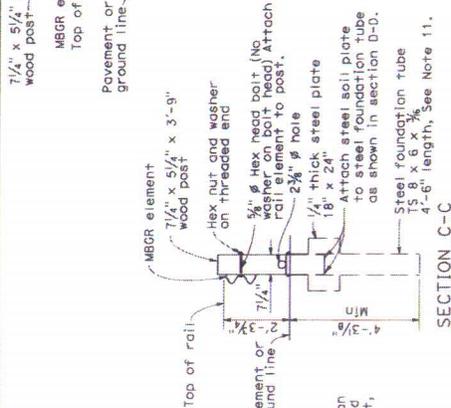
**TABLE A**

| POST No. | 3'-0" System End Offset | 3'-6" System End Offset | 3'-0" System End Offset |
|----------|-------------------------|-------------------------|-------------------------|
| 1        | 36"                     | 42"                     |                         |
| 2        | 22 1/4"                 | 27 3/4"                 |                         |
| 3        | 11 1/4"                 | 16 1/4"                 |                         |
| 4        | 6 3/4"                  | 10 3/4"                 |                         |
| 5        | 3"                      | 6"                      |                         |
| 6        | 0"                      | 2 1/4"                  |                         |
| 7        | 0"                      | 0"                      |                         |
| 8        | 0"                      | 0"                      |                         |



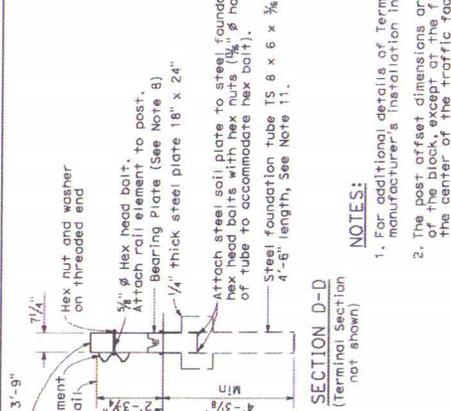
SECTION A-A

Limits of metal guard railing or metal barrier railing. See Note 5.



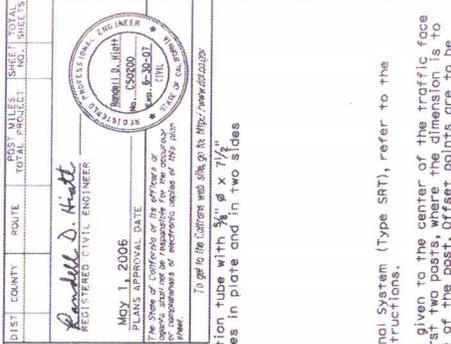
SECTION B-B

Pay Limits for Terminal System (Type SRT)



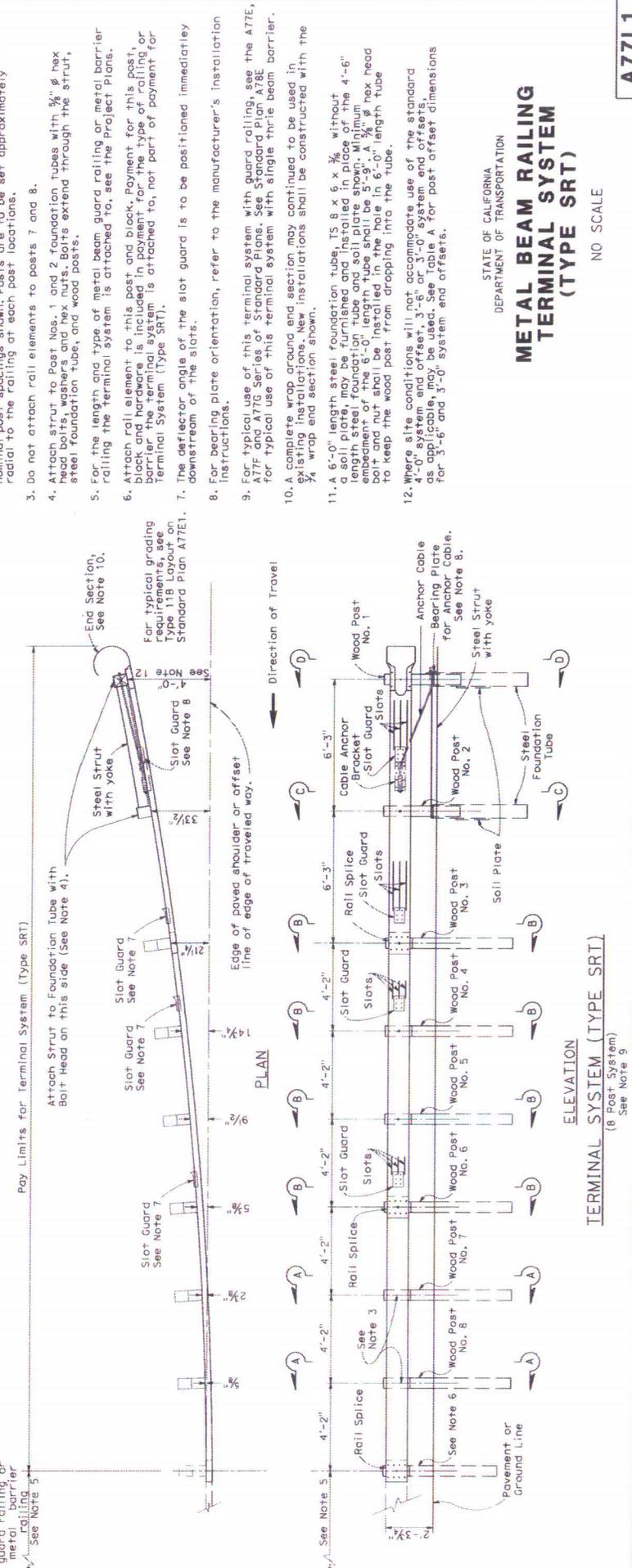
SECTION C-C

Pay Limits for Terminal System (Type SRT)



SECTION D-D

Pay Limits for Terminal System (Type SRT)



TERMINAL SYSTEM (TYPE SRT)  
(8 Post System)  
See Note 9

**NOTES:**

- For additional details of Terminal System (Type SRT), refer to the manufacturer's installation instructions.
- The post offset dimensions are given to the center of the traffic face of the block, except at the first two posts, where the dimension is to the center of the traffic face of the post. Offset points are to be located on the same side of the post. Posts are to be set to the nominal post spacings shown. Posts are to be set approximately radial to the railing at each post location.
- Do not attach rail elements to posts 7 and 8.
- Attach strut to Post Nos. 1 and 2. Foundation tubes with 5/8" diameter hex head bolts, washers and hex nuts. Bolts extend through the strut, steel foundation tube, and wood posts.
- For the length and type of metal beam guard railing or metal barrier railing the terminal system is attached to, see the Project Plans.
- Attach rail element to this post and block. Payment for this post, block and hardware is included in payment for the type of railing or barrier the terminal system is attached to, not part of payment for terminal system (Type SRT).
- The deflector angle of the slot guard is to be positioned immediately downstream of the slats.
- For bearing plate orientation, refer to the manufacturer's installation instructions.
- For typical use of this terminal system with guard railing, see the A77E, A77F and A77G Series of Standard Plans. See Standard Plan A78E for typical use of this terminal system with single three beam barrier.
- A complete wrap around end section may continue to be used in existing installations. New installations shall be constructed with the 3/4" wrap end section shown.
- A 6'-0" length steel foundation tube, 1/8" x 6" x 6" without a soil plate, may be furnished and installed in place of the 4'-6" length steel foundation tube. The minimum length of the 6'-0" length tube shall be 5'-0". Minimum hex head bolt and nut shall be installed in the hole in 6'-0" length tube to keep the wood post from dropping into the tube.
- Where site conditions will not accommodate use of the standard 4'-6" steel foundation tube, a 3'-0" system and offsets, as applicable, may be used. See Table A, for post offset dimensions for 3'-6" and 3'-0" system and offsets.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**METAL BEAM RAILING  
TERMINAL SYSTEM  
(TYPE SRT)**  
NO SCALE







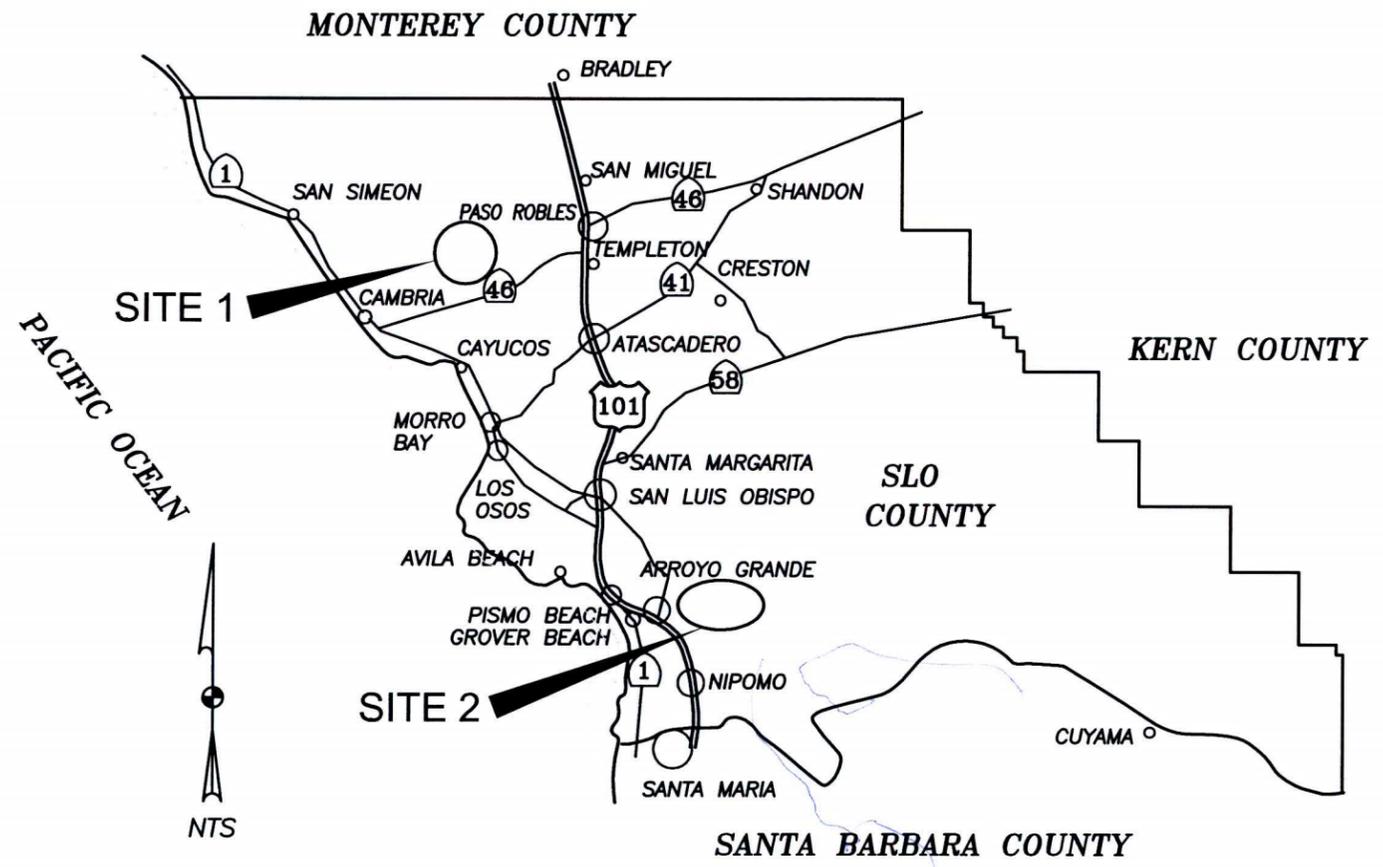
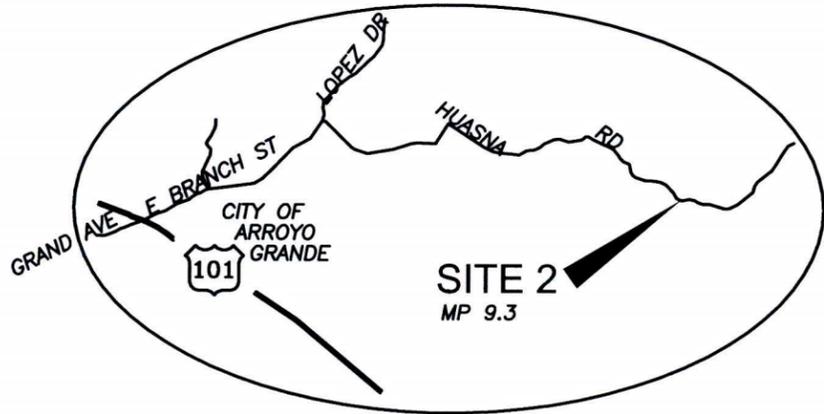
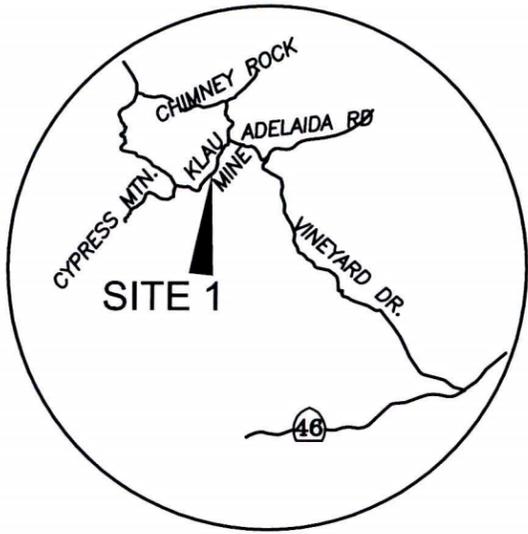
**ATTACHMENT C  
PROJECT PLANS**



COUNTY OF SAN LUIS OBISPO, CALIFORNIA  
PUBLIC WORKS DEPARTMENT  
DESIGN DIVISION

**KLAU MINE ROAD AND HUASNA ROAD SLIP OUT REPAIR  
NACIMIENTO LAKE AREA AND NIPOMO  
SAN LUIS OBISPO COUNTY  
CONTRACT NO. 245R12B611 & 245R12B613**

To Be Supplemented By State Standard Plans Dated May, 2006  
2012 Field Guide for Temporary Traffic Control (FGTTC)

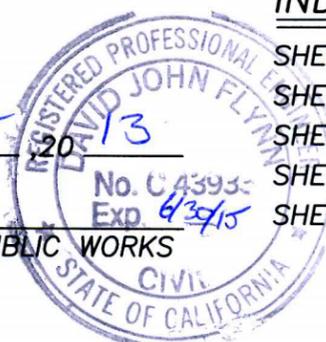


THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS"

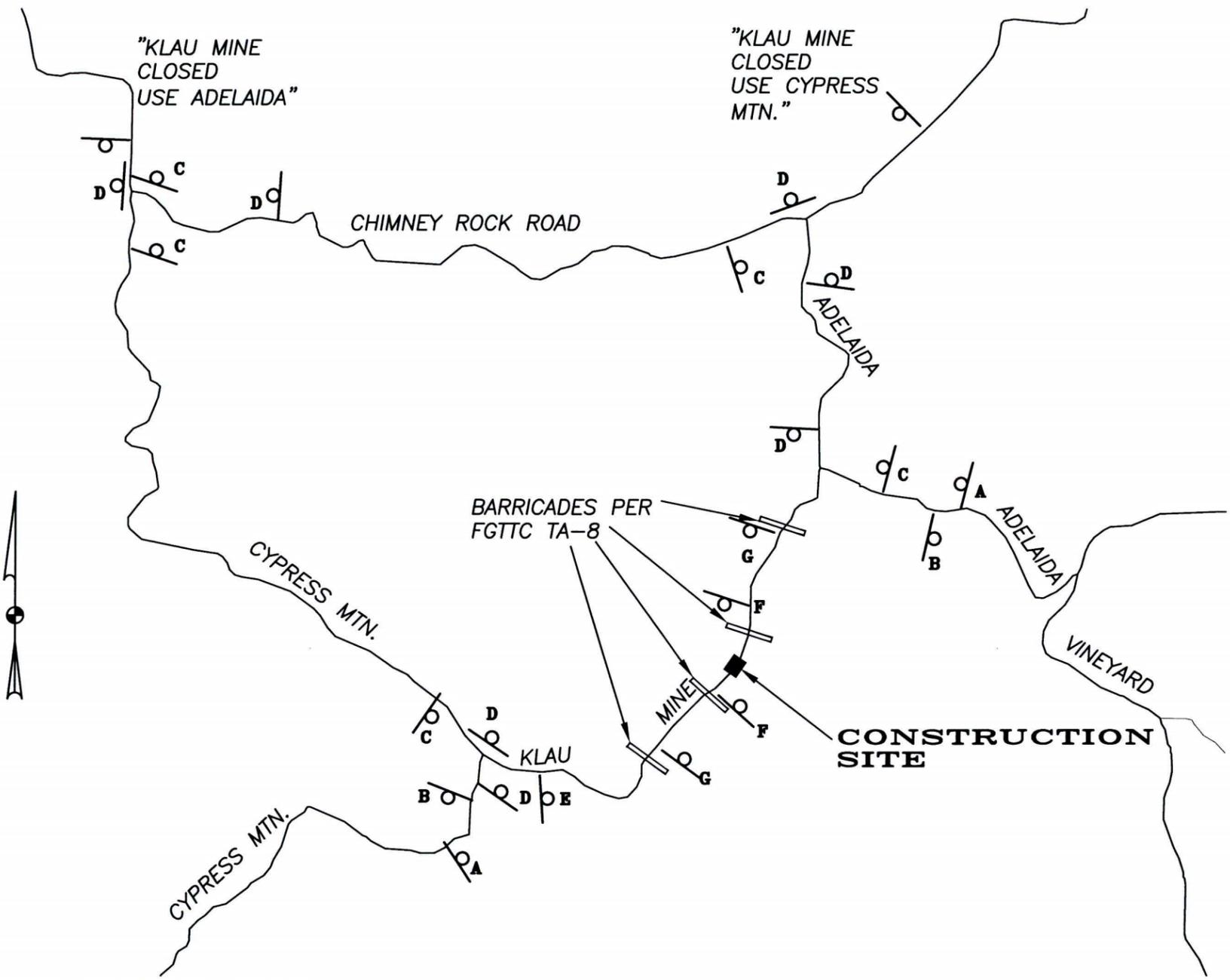
**INDEX OF SHEETS**

|             |                               |
|-------------|-------------------------------|
| SHEET NO. 1 | VICINITY MAP                  |
| SHEET NO. 2 | SITE 1 - TRAFFIC CONTROL PLAN |
| SHEET NO. 3 | SITE 1 - KLAU MINE ROAD       |
| SHEET NO. 4 | SITE 2 - TRAFFIC CONTROL PLAN |
| SHEET NO. 5 | SITE 2 - HUASNA ROAD          |

APPROVED: June 25, 2013  
Dave Flynn  
DEPUTY DIRECTOR OF PUBLIC WORKS  
R.C.E. 43933



|   |        |           |        |                 |        |
|---|--------|-----------|--------|-----------------|--------|
| COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PUBLIC WORKS                    |        |           |        |                 |        |
| KLAU MINE AND HAUSNA ROAD SLIP OUT REPAIRS<br>IN SAN LUIS OBISPO COUNTY |        |           |        |                 |        |
| <b>TITLE PAGE &amp; VICINITY MAP</b>                                    |        |           |        |                 |        |
| SAN LUIS OBISPO COUNTY  |        |           |        |                 |        |
| Designer  | Date   | Drawn By  | Date   | Design Engineer | Date   |
| F CUNNINGHAM  | 5/2013 | J LAMBERT | 5/2013 | J. WERST        | 5/2013 |



**TRAFFIC CONTROL PLAN**

NOT TO SCALE

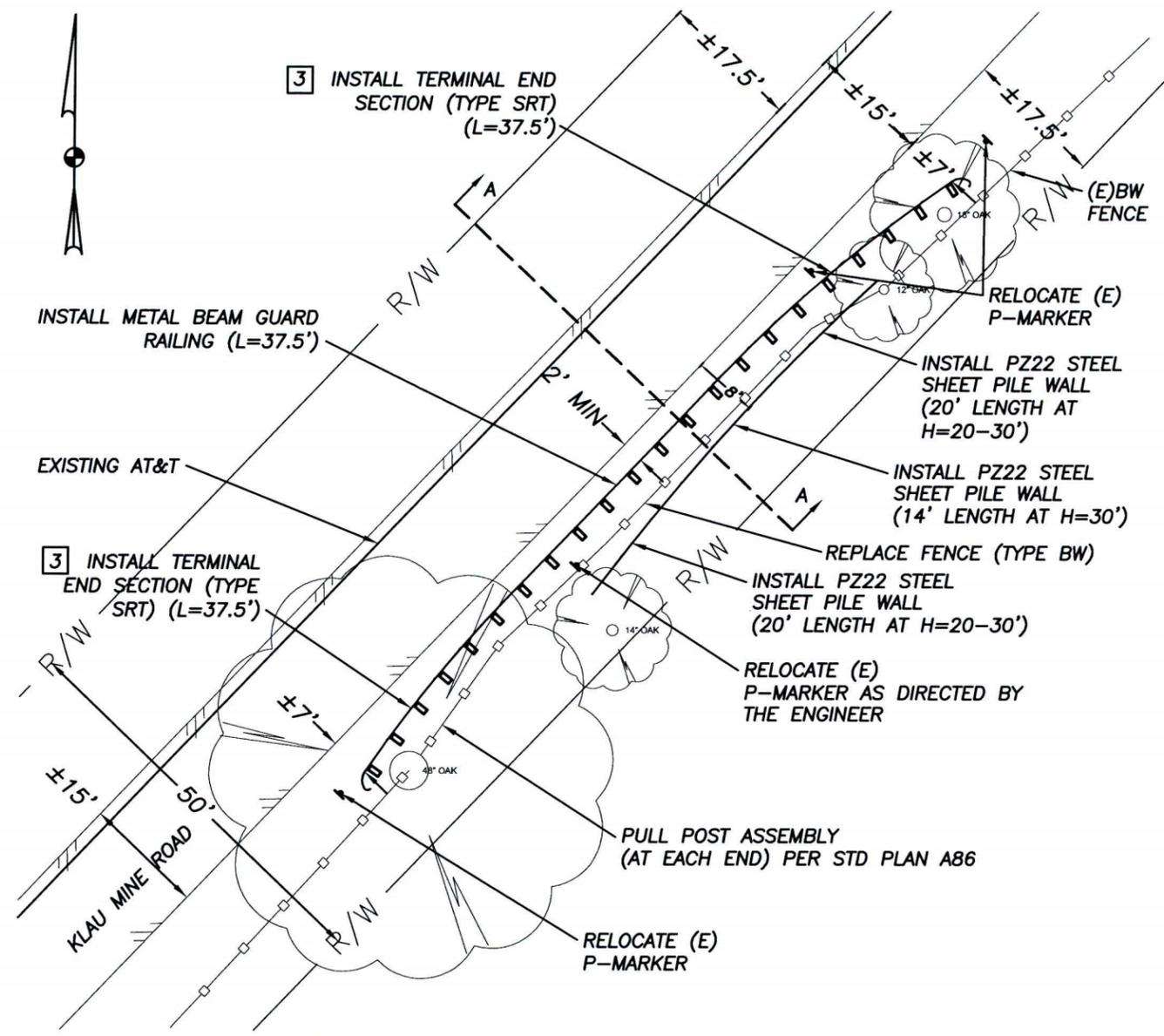
| No. | TYPE   | SIZE    | SIGN NAME                           | QTY. |
|-----|--------|---------|-------------------------------------|------|
| A   | W20-1  | 48"x48" | "ROAD CLOSED AHEAD"                 | 2    |
| B   | MA-8A  | 36"x18" | "END DETOUR"                        | 2    |
| C   | M4-10R | 36"x18" | "DETOUR" - RIGHT                    | 4    |
| D   | M4-10L | 36"x18" | "DETOUR" - LEFT                     | 4    |
| E   | R11-4  | 36"x18" | "ROAD CLOSED TO THRU TRAFFIC"       | 2    |
| F   | R11-2  | 36"x18" | "ROAD CLOSED" W/ BARRICADES         | 2    |
| G   | W20-3  | 36"x18" | "ROAD CLOSED 1000 FT" W/ BARRICADES | 2    |

NOTE: FINAL LOCATION OF CONSTRUCTION AREA SIGNS SHALL BE DETERMINED BY THE ENGINEER.

**SITE QUANTITIES**

| No. | DESCRIPTION OF ITEM                           | QUANTITY |
|-----|---|----------|
| 4   | STRUCTURE BACKFILL (SHEET PILE WALL)          | 45 CY    |
| 5   | FURNISH AND INSTALL STEEL SHEET PILING (PZ22) | 1450 SF  |
| 6   | METAL BEAM GUARD RAILING (WOOD POST)          | 37.5 LF  |
| 7   | TERMINAL SYSTEM (TYPE SRT)                    | 75 LF    |
| 9   | REPLACE FENCE (TYPE BW)                       | 90 LF    |

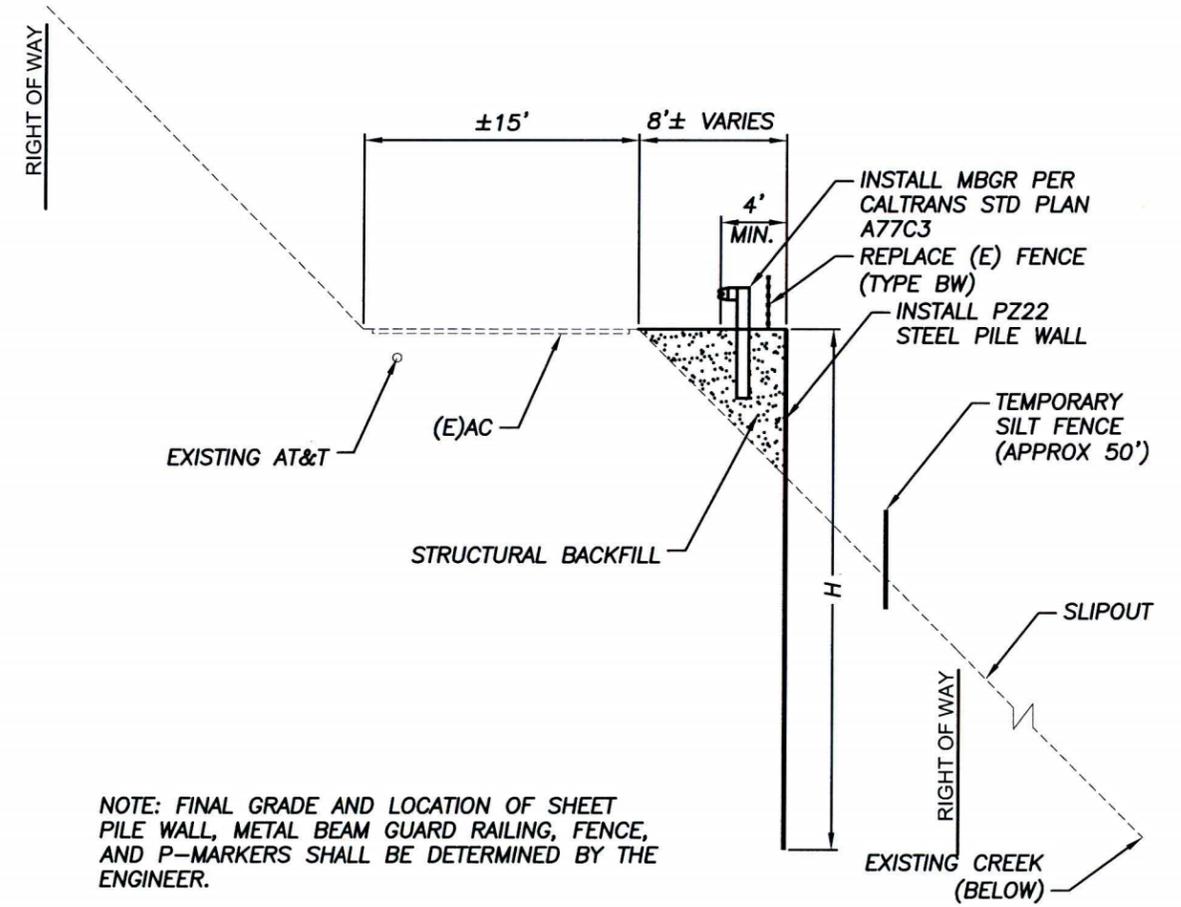
|  |        |           |        |                 |        |
|--|--------|-----------|--------|-----------------|--------|
| COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PUBLIC WORKS |        |           |        |                 |        |
| KLAU MINE AND HAUSNA ROAD SLIP OUT REPAIRS           |        |           |        |                 |        |
| IN SAN LUIS OBISPO COUNTY, CONTRACT NO. 245R12B611   |        |           |        |                 |        |
| <b>SITE 1 - KLAU MINE ROAD (MP9.3)</b>               |        |           |        |                 |        |
| SAN LUIS OBISPO COUNTY                               |        |           |        |                 |        |
| Designer   | Date   | Drawn By  | Date   | Design Engineer | Date   |
| F CUNNINGHAM   | 5/2013 | J LAMBERT | 5/2013 | J. WERST        | 5/2013 |



**PLAN**  
SCALE 1"=20'

**NOTES**

- 1 RIGHT-OF-WAY LINES ARE APPROXIMATE ONLY AND ARE BASED ON RECORD INFORMATION. NO TITLE RESEARCH OR FIELD SURVEY WAS PERFORMED.
- 2 UTILITIES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR SHALL CONTACT UNDERGROUND ("USA") AT 800-227-2600 A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION AND SHALL POT HOLE AND IDENTIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION, OR AS DIRECTED BY THE ENGINEER.
- 3 STATE STANDARD PLAN - A77L1



NOTE: FINAL GRADE AND LOCATION OF SHEET PILE WALL, METAL BEAM GUARD RAILING, FENCE, AND P-MARKERS SHALL BE DETERMINED BY THE ENGINEER.

**SECTION A-A**  
SCALE 1"=10'

|  |        |           |        |                 |        |
|--|--------|-----------|--------|-----------------|--------|
| COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PUBLIC WORKS |        |           |        |                 |        |
| KLAU MINE AND HAUSNA ROAD SLIP OUT REPAIRS           |        |           |        |                 |        |
| IN SAN LUIS OBISPO COUNTY, CONTRACT NO. 245R12B611   |        |           |        |                 |        |
| <b>SITE 1 - KLAU MINE ROAD (MP 9.3)</b>              |        |           |        |                 |        |
| SAN LUIS OBISPO COUNTY                               |        |           |        |                 |        |
| Designer   | Date   | Drawn By  | Date   | Design Engineer | Date   |
| F CUNNINGHAM   | 5/2013 | J LAMBERT | 5/2013 | J. WERST        | 5/2013 |



**TRAFFIC CONTROL PLAN**

| No. | TYPE  | SIZE    | SIGN NAME              | QTY. |
|-----|-------|---------|------------------------|------|
| A   | W20-1 | 48"x48" | "ROAD WORK AHEAD"      | 2    |
| B   | W20-4 | 36"x18" | "ONE LANE ROAD 500 FT" | 2    |
| C   | G20-2 | 36"x18" | "END ROAD WORK"        | 2    |
| D   | C9A   | 36"x18" | FLAGMAN AHEAD          | 2    |
| E   | W3-4  | 36"x18" | "BE PREPARED TO STOP"  | 2    |

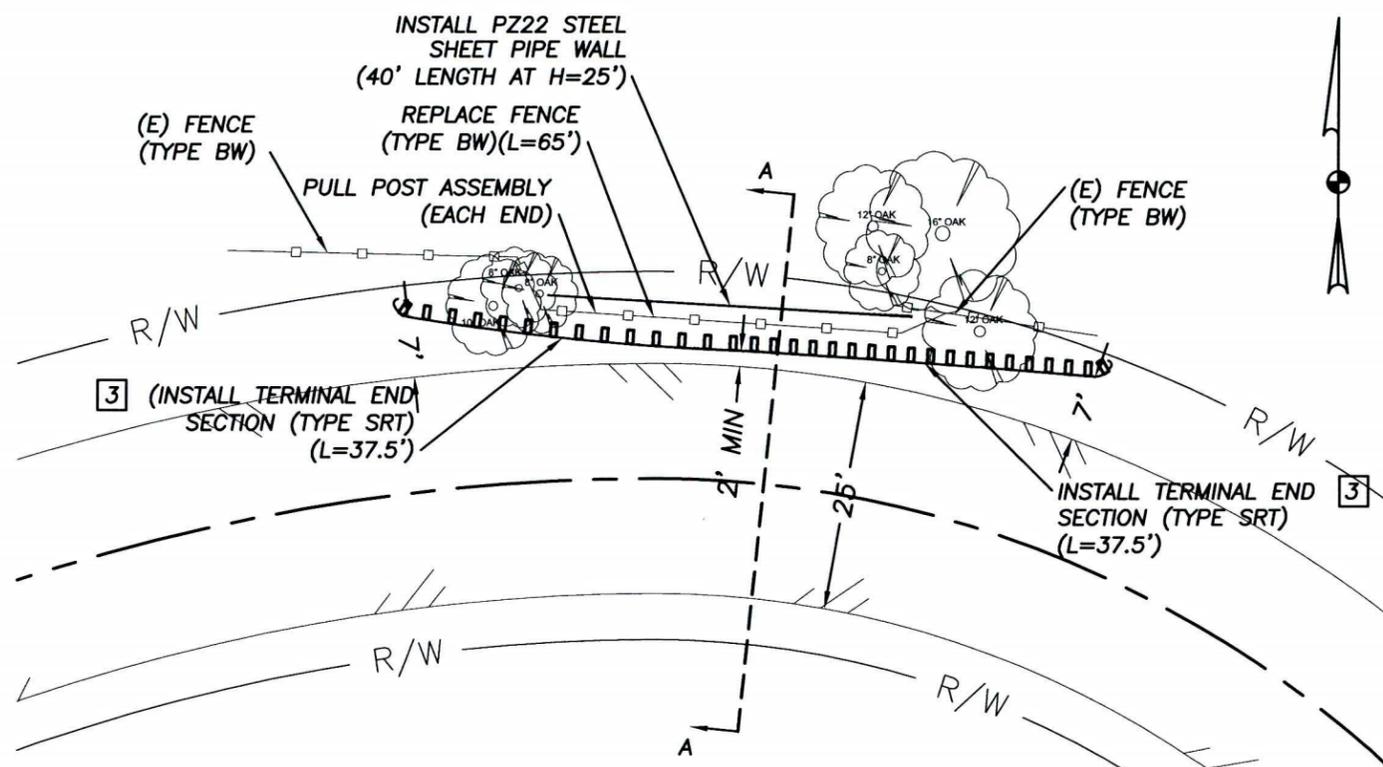
NOTE: FINAL LOCATION OF CONSTRUCTION AREA SIGNS SHALL BE DETERMINED BY THE ENGINEER.  
 FIG. 6H-10(CA) PER FGTC

**SITE QUANTITIES**

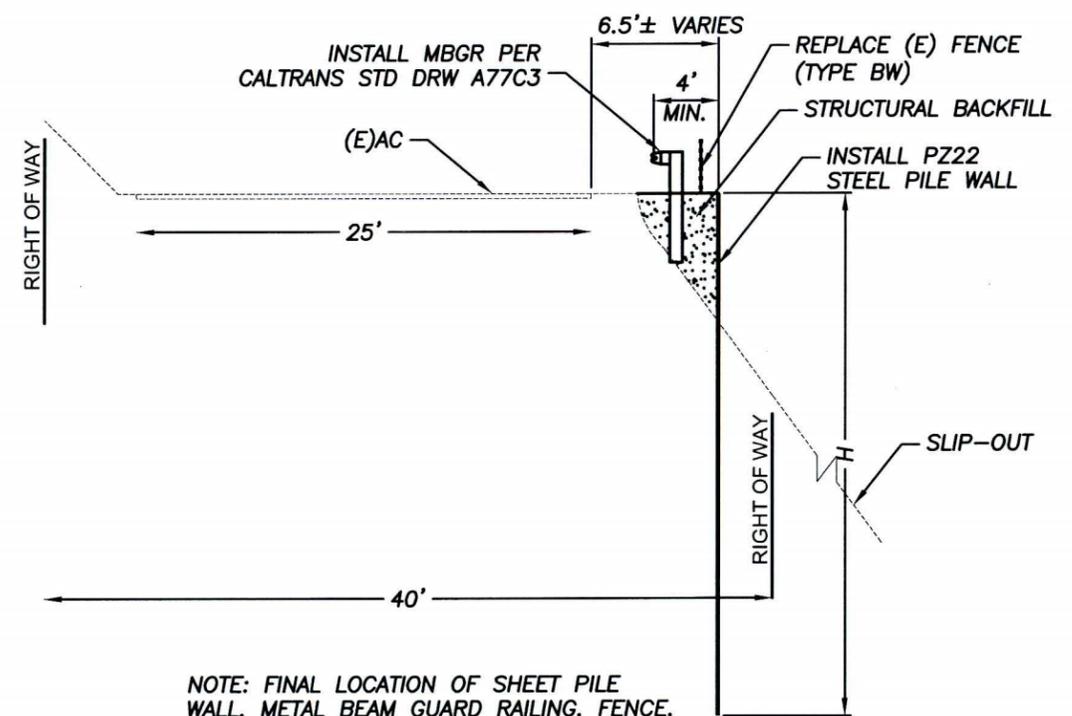
| No. | DESCRIPTION OF ITEM                           | QUANTITY |
|-----|---|----------|
| 4   | STRUCTURE BACKFILL (SHEET PILE WALL)          | 20 CY    |
| 5   | FURNISH AND INSTALL STEEL SHEET PILING (PZ22) | 1125 SF  |
| 7   | TERMINAL SYSTEM (TYPE SRT)                    | 75 LF    |
| 8   | MARKERS (TYPE P)                              | 2        |
| 9   | REPLACE FENCE (TYPE BW)                       | 65 LF    |

COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PUBLIC WORKS  
 KLAU MINE AND HAUSNA ROAD SLIP OUT REPAIRS  
 IN SAN LUIS OBISPO COUNTY, CONTRACT NO. 245R12B613  
**SITE 2 - HUASNA ROAD (MP 9.65)**  
 SAN LUIS OBISPO COUNTY

|              |        |           |        |                 |        |
|--------------|--------|-----------|--------|-----------------|--------|
| Designer     | Date   | Drawn By  | Date   | Design Engineer | Date   |
| F CUNNINGHAM | 5/2013 | J LAMBERT | 5/2013 | J. WERST        | 5/2013 |



**PLAN**  
SCALE 1"=20'



**SECTION A-A**  
SCALE 1"=10'

**NOTES**

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- 3 STATE STANDARD PLAN - A77L1

|  |        |           |        |                 |        |
|--|--------|-----------|--------|-----------------|--------|
| COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PUBLIC WORKS |        |           |        |                 |        |
| KLAU MINE AND HAUSNA ROAD SLIP OUT REPAIRS           |        |           |        |                 |        |
| IN SAN LUIS OBISPO COUNTY, CONTRACT NO. 245R12B613   |        |           |        |                 |        |
| <b>SITE 2 - HUASNA ROAD (MP 9.65)</b>                |        |           |        |                 |        |
| SAN LUIS OBISPO COUNTY                               |        |           |        |                 |        |
| Designer   | Date   | Drawn By  | Date   | Design Engineer | Date   |
| F CUNNINGHAM   | 5/2013 | J LAMBERT | 5/2013 | J. WERST        | 5/2013 |