

**2014 PAVEMENT SURFACE TREATMENT  
VARIOUS COUNTY ROADS  
SAN LUIS OBISPO COUNTY, CA  
CONTRACT NO. 245R12B619**

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

**NOTICE AND INSTRUCTIONS  
TO BIDDERS**

**FOR**

**2014 PAVEMENT SURFACE TREATMENT  
VARIOUS COUNTY ROADS  
SAN LUIS OBISPO COUNTY, CA  
CONTRACT NO. 245R12B619**

**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:

**2014 PAVEMENT SURFACE TREATMENT  
VARIOUS COUNTY ROADS  
SAN LUIS OBISPO COUNTY, CA  
CONTRACT NO. 245R12B619**

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.

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.

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 AND OTHER CHALLENGES**  
**TO AWARD OF CONSTRUCTION CONTRACTS**

Bid protests and any other challenges to the award of this construction contract must comply with the requirements described in the "Policy Governing Bid Protests and other Challenges to Construction Contracts" ("Policy"), a copy of which is attached to this contract. In addition to the requirements described in the Policy, 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.

## **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  
2014 PAVEMENT SURFACE TREATMENT  
VARIOUS COUNTY ROADS  
SAN LUIS OBISPO COUNTY, CA  
CONTRACT NO. 245R12B619**

**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**

**2014 SURFACE TREATMENT CONTRACT  
VARIOUS COUNTY ROADS  
SAN LUIS OBISPO COUNTY, CA  
CONTRACT NO. 245R12B619  
BID PROPOSAL**

**SITE 1 -- COUNTRY OAKS SUBDIVISION**

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
1	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
2	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
3	378000	MICRO-SURFACING (TYPE II)	142	TONS		

**SITE 1 -- COUNTRY OAKS SUBDIVISION**

**SITE 2 -- WEST TEMPLETON**

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
4	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
5	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
6	378000	MICRO-SURFACING (TYPE II)	426	TONS		
7	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	0.25	TONS		

**SITE 2 -- WEST TEMPLETON**

**SITE 3 -- SOUTH CAYUCOS**

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
8	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
9	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
10	378000	MICRO-SURFACING (TYPE II)	562	TONS		

**SITE 3 -- SOUTH CAYUCOS**

**SITE 4 -- SAN LUIS OBISPO AREA ARTERIAL ROADS**

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
11	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
12	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
13	128650	PORTABLE CHANGEABLE MESSAGE SIGN	6	EA		
14	378000	MICRO-SURFACING (TYPE II)	1933	TONS		
15	378005	REPAIR WHEEL PATH DEPRESSION	13	TONS		

**SITE 4 -- SAN LUIS OBISPO AREA ARTERIAL ROADS**

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**SITE 5 -- SAN LUIS OBISPO RESIDENTIAL ROADS**

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
16	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
17	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
18	378000	MICRO-SURFACING (TYPE II)	938	TONS		
19	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	0.48	TONS		

**SITE 5 -- SAN LUIS OBISPO RESIDENTIAL ROADS**

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**SUPPLEMENTAL WORK ITEMS**

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
#REF!		SUPPLEMENTAL WORK (FLAGGING AND SUPPLEMENTAL TRAFFIC CONTROL)	1	LS	LUMP SUM	\$ 35,000.00

**TOTAL ALL SITES AND SUPPLEMENTAL WORK ITEMS**

--

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.\*
- 1. The portion of the work which will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion. If the subcontractor is not performing all of the work under the bid item number(s) listed for that subcontractor, the bidder shall set forth the portion of the work relating to said bid item number(s) that will be done by the subcontractor.

Bid Schedule Item No.	Description of Portion of Work (if applicable)	Subcontractor	License No.	Address	Percent of Total Bid Price

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:

**2014 PAVEMENT SURFACE TREATMENT  
VARIOUS COUNTY ROADS  
SAN LUIS OBISPO COUNTY, CA  
CONTRACT NO. 245R12B619**

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**

**2014 PAVEMENT SURFACE TREATMENT  
VARIOUS COUNTY ROADS  
SAN LUIS OBISPO COUNTY, CA  
CONTRACT NO. 245R12B619**

## 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

**2014 PAVEMENT SURFACE TREATMENT  
VARIOUS COUNTY ROADS  
SAN LUIS OBISPO COUNTY, CA  
CONTRACT NO. 245R12B619**

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. 245R12B619, 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 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 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 14 - 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 shall be considered as included in the other items of work and no additional compensation will be allowed therefor.

#### ARTICLE 15 – 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 16 – 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

\_\_\_\_\_

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

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

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

ATTEST:  
CLERK OF THE BOARD OF  
SUPERVISORS

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

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

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

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

APPROVAL RECOMMENDED  
PAAVO OGREN

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

By: Dave Flynn for PAO  
Director of Public Works

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

Date: 4/7/14

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

APPROVED AS TO FORM AND  
LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By: Rita Neal

Date: 4/3/14

**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/her 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**

**2014 PAVEMENT SURFACE TREATMENT  
VARIOUS COUNTY ROADS  
SAN LUIS OBISPO COUNTY, CA  
CONTRACT NO. 245R12B619**

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CONTRACT NO. 245R12B619

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

**PREPARED BY:**

  
PROJECT ENGINEER



4/4/14  
DATE

  
DESIGN ENGINEER



4/4/14  
DATE

**RECOMMENDED FOR APPROVAL AND ADVERTISING BY:**

  
DEPUTY PUBLIC WORKS DIRECTOR

4/4/14  
DATE

**APPROVED BY:**

  
PUBLIC WORKS DIRECTOR

4/4/14  
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 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 5th 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 45 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 TWO THOUSAND EIGHT HUNDRED DOLLARS (\$2,800.00) 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:

- 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 five (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

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.

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 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."

5-1.06 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.

5-1.07 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 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 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.

#### 5-1.15 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.

5-1.16 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.)

5-1.17 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.

5-1.18 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.

5-1.19 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>				
<b>Materials</b>	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>					
<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
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**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:
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**Official Use Only**

Disposal Report Approved <input type="checkbox"/>	Disposal Report Denied <input type="checkbox"/>
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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}\*
- 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, Alpolic 350 (for temporary construction signs only)

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

This project will place Micro-surfacing on the various County roads and other such items or detail work not mentioned herein that are required by the Plans, the Standard Specifications, Standard Plans, or these Special Provisions.

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## 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 Standard Specifications and these special provisions.

The work shall conform to the inherent stages of construction described in the Contractor's Progress Schedule as accepted by the Engineer. Work may proceed that is not in conflict with work in preceding stages, provided satisfactory progress is maintained in said preceding stages of construction. The Progress Schedule shall identify the dates for work on each road.

After having received the written Notice to Proceed, the Contractor shall install the required construction area signs in accordance with these Special Provisions. No other work will be allowed until the placement of the construction area signs has been completed.

After having received the written Notice to Proceed, the Contractor shall place and activate the changeable message boards for advance warning to motorists in accordance with these Special Provisions. No traffic closures will be allowed until the message boards have been in operation for 7 calendar days.

The Contractor's attention is directed to the provisions of "Water Pollution Control" of these Special Provisions, requiring acceptance of the WPCP and installation of specified BMPs before any work is performed.

The Contractor's attention is directed to the provisions of "Maintaining Traffic" of these Special Provisions, requiring public notification and placement of temporary "No Parking" signs before performing work in any location, and temporary pavement delineation before opening the traveled ways to public traffic.

**No lane closures will be permitted on the following roads during the hours shown:**

<b>Foothill Road</b>	<b>0700 to 0830 and 1500 to 1800</b>
<b>Las Tablas Road</b>	<b>0700 to 0830 and 1600 to 1800</b>
<b>Los Osos Valley Road</b>	<b>0700 to 0830 and 1500 to 1800</b>
<b>Tank Farm Road</b>	<b>0700 to 0830 and 1600 to 1800</b>
<b>Los Ranchos Road</b>	<b>0700 to 0830 and 1500 to 1800</b>

**In addition to these hours, no lane closures will be permitted on these roads between the hours of 1200 and 1800 on Fridays preceding three-day weekends of federal holidays.**

**No work will be permitted on all other roads before 0800 and after 1700.**

**Concurrent closures of Los Osos Valley Road and Foothill Road will not be permitted.**

**Road work may be permitted on the weekend for roads: Foothill Road, Los Osos Valley Road, and Tank Farm Road.**

The Contractor shall provide access to emergency vehicles through site at all times.

The Contractor's attention is directed to the provisions of "Maintaining Traffic," "Existing Highway Facilities," "Micro-surfacing," and other requirements of these Special Provisions regarding order of work.

Before applying asphaltic emulsion or binder that would obliterate existing traffic stripes, the Contractor shall place temporary raised pavement markers on the existing centerline and lane line traffic stripes as specified in "Temporary Pavement Delineation" of these special provisions.

Before obliterating any pavement delineation (traffic stripes, pavement markings, and pavement markers) that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, crosswalks and other pavement markings. Full compensation for referencing existing pavement delineation shall be considered as included in the contract price paid for Micro-surfacing and no additional compensation will be allowed therefor.

Prior to applying Micro-surfacing, the Contractor shall cover all manholes, valve and monument covers, grates, or other exposed facilities (including all survey control monuments not in monument wells as itemized in these special provisions) located within the area of application, using a plastic or oil resistant construction paper secured to the facility being covered by tape or adhesive. The covered facilities shall be referenced by the Contractor, with a sufficient number of control points to relocate the facilities after the seal coat has been placed. After completion of the Micro-surfacing operation, all covers shall be removed and disposed of in a manner satisfactory to the Engineer. Full compensation for covering manholes, valve and monument covers, grates, or other exposed facilities, referencing, and removing temporary cover shall be considered as included in the contract price paid per ton for Micro-surfacing, and no additional compensation will be allowed therefor.

10-1.02 ENCROACHMENT PERMIT:

The Contractor shall be required to apply for and obtain an encroachment permit from Caltrans prior to starting work within Caltrans right of way.

The Contractor shall pay all costs related to the encroachment permit, including application fees, deposits, and costs for inspection by State inspectors.

The Contractor's encroachment permit application shall state that it is a "Blanket Permit" for Permit Number 0513-NTK-0635. A copy of the encroachment permit is included as an attachment to this Contract. The work requiring a Caltrans encroachment permit includes traffic control and construction area signs on all State highways adjacent to the work. The Contractor shall be required to adhere to the requirements of the encroachment permit. The Contractor shall contact the State Permit Inspector (telephone 805-549-3151) 48 hours prior to commencing work to arrange a pre-job meeting.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract items of work involved, and no separate payment will be made therefore.

10-1.03 WATER POLLUTION CONTROL:

10-1.03.A GENERAL:

Summary

Water pollution control work applies to project where work activities result in less than 1 acre of soil disturbance. Manage work activities to reduce the discharge of pollutants to surface waters, groundwater, or municipal separate storm sewer systems including contract work item for Prepare Water Pollution Control Program. Water Pollution Control Program (WPCP) preparation includes obtaining WPCP acceptance, amending the WPCP, and installation, maintenance, monitoring, and inspecting water pollution control practices at the job site.

Do not begin work until the WPCP is accepted.

Definitions and Abbreviations

active and inactive areas: (1) Active areas have soil disturbing work activities occurring at least once within 14 days, and (2) Inactive areas are areas that have not been disturbed for at least 15 days.

BMPs: Best Management Practices are water pollution control practices.

construction phase: Construction phases are (1) Highway Construction including work activities for building roads and structures, (2) Plant Establishment including maintenance on vegetation installed for final stabilization, and (3) Suspension where work activities are suspended and areas are inactive.

Preparation Manual: The Department's "Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual."

NPDES: National Pollutant Discharge Elimination System

RWQCB: Regional Water Quality Control Board

SWPPP: Storm Water Pollution Prevention Plan

SWRCB: State Water Resources Control Board

Water Pollution Control Manager: The Water Pollution Control Manager implements water pollution control work described in the WPCP and oversees revisions and amendments to the WPCP.

WPCP: Water Pollution Control Program

### Submittals

Within 10 calendar days, not including Saturdays, Sundays, and legal holidays, of receipt of the executed contract, start the following process for WPCP acceptance:

1. Submit 2 copies of the WPCP and allow 5 days for the Engineer's review. If revisions are required, the Engineer provides comments and specifies the date that the review stopped.
2. Change and resubmit the WPCP within 5 days of receipt of the Engineer's comments. The Engineer's review resumes when the complete WPCP is resubmitted.
3. When the Engineer accepts the WPCP, submit an electronic and 3 printed copies of the accepted WPCP.

Submit:

1. Stormwater training records including training dates and subject for employees and subcontractors. Include dates and subject for ongoing training, including tailgate meetings.
2. Employee training records:
  - 2.1. Within 5 days of WPCP acceptance for existing employees
  - 2.2. Within 5 days of training for new employees
  - 2.3. At least 5 days before subcontractors start work for subcontractor's employees

Submit as required:

1. BMP Status Report

## 2. Inspection Reports

At least 5 days before operating any construction support facility:

1. Submit a plan showing the location and quantity of water pollution control practices associated with the construction support facility
2. If you will be operating a batch plant or a crushing plant under the General Industrial Permit, submit a copy of the NOI approved by the RWQCB and the WPCP approved by the RWQCB.

### Quality Control and Assurance:

#### Training

Provide storm water training for:

1. Project managers
2. Supervisory personnel
3. Employees involved with water pollution control work

Train all employees, including subcontractor's employees, in the following subjects:

1. Water pollution control rules and regulations
2. Implementation and maintenance for:
  - 2.1. Temporary Soil Stabilization
  - 2.2. Temporary Sediment Control
  - 2.3. Tracking Control
  - 2.4. Wind Erosion Control
  - 2.5. Material pollution prevention and control
  - 2.6. Waste management
  - 2.7. Non-storm water management
  - 2.8. Identifying and handling hazardous substances
  - 2.9. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances

Employees must receive initial water pollution control training before working on the job.

Conduct weekly training meetings covering:

1. Water pollution control BMPs deficiencies and corrective actions
2. BMPs that are required for work activities during the week
3. Spill prevention and control
4. Material delivery, storage, use, and disposal
5. Waste management
6. Non-storm water management procedures

You may obtain copies of the Preparation Manual from the Publication Distribution Unit. The mailing address for the Publication Distribution Unit is:

State of California

Department of Transportation

Publication Distribution Unit

1900 Royal Oaks Drive

Sacramento, California 95815

Telephone: (916) 445-3520

For the Preparation Manual and other water pollution control references, go to the Department's "Construction Storm Water and Water Pollution Control" web site at:

<http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm>

If you operate construction support facilities, protect storm water systems or receiving waters from the discharge of potential pollutants by using water pollution control practices.

Construction support facilities include:

1. Staging areas
2. Storage yards for equipment and materials
3. Mobile operations
4. Batch plants for PCC and HMA
5. Crushing plants for rock and aggregate

6. Other facilities installed for your convenience such as haul roads

If you operate a batch plant to manufacture PCC, HMA, or other material; or a crushing plant to produce rock or aggregate; obtain coverage under the General Industrial Permit. You must be covered under the General Industrial Permit for batch plants and crushing plants located:

1. Outside of the job site
2. Within the job site that serve one or more contracts

Discharges from manufacturing facilities such as batch plants must comply with the general waste discharge requirements for Order No. 97-03-DWQ, NPDES General Permit No. CAS000001, issued by the SWRCB for "Discharge of Stormwater Associated with Industrial Activities Excluding Construction Activities." The General Industrial Permit is available at:

<http://www.waterboards.ca.gov/>

Water Pollution Control Manager

The Contractor shall designate in writing a Water Pollution Control Manager (WPCM). The Contractor shall submit a statement of qualifications describing the training, work history, and expertise of the proposed WPCM. The WPCM must have at least one of the following qualifications:

1. Certified Erosion, Sediment and Storm Water Inspector (CESSWI)<sup>TM</sup> registered through Enviro Cert International, Inc.
2. Certified Inspector of Sediment and Erosion Control (CISEC) registered through CISEC, Inc.
3. Qualifications described in the Permit (Order No. 2009-009-DWQ, NPDES No. CAS000002) for a QSD.
4. Department approved storm water management training described in the Department's "Construction Storm Water and Water Pollution Control" web site

At the job site, the Water Pollution Control Manager must:

1. Be responsible for water pollution control work
2. Be the primary contact for water pollution control work
3. Oversee the maintenance of water pollution control practices
4. Oversee and enforce hazardous waste management practices

5. Have the authority to mobilize crews to make immediate repairs to water pollution control practices
6. Ensure that all employees have current water pollution control training
7. Implement the accepted WPCP and amend the WPCP when required

Water Pollution Control Manager must oversee:

1. Inspections of water pollution control practices identified in the WPCP
2. Inspections for visual monitoring

You may designate one manager to prepare the WPCP and a different manager to implement the plan. The WPCP preparer shall meet the training requirements for the WPCM.

10-1.03.B WATER POLLUTION CONTROL PROGRAM:

The work includes preparing a WPCP, obtaining WPCP acceptance, amending the WPCP, and reporting on water pollution control practices at the job site. The WPCP must comply with the Preparation Manual. The WPCP is required by the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, and these Special Provisions.

You may request, or the Engineer may order, changes to the water pollution control work. Changes may include addition of new water pollution control practices. Additional water pollution control work is change order work.

The WPCP must include water pollution control practices:

1. For storm water and non-stormwater from areas outside of the job site related to project work activities such as:
  - 1.1. Staging areas
  - 1.2. Storage yards
  - 1.3. Access roads
2. For activities or mobile operations related to contractor obtained NPDES permits
3. Construction support facilities

The WPCP must include a copy of permits obtained by the County such as Fish & Game permits, US Army Corps of Engineers permits, RWQCB 401 Certifications, and RWQCB Waste Discharge Requirements for Aerially Deposited Lead Reuse.

### WPCP Amendments

You must amend the WPCP when:

1. Changes in work activities could affect the discharge of pollutants
2. Water pollution control practices are added by change order work
3. Water pollution control practices are added by your discretion

If you amend the WPCP, follow the same process specified for WPCP acceptance.

Retain a printed copy of the accepted WPCP at the job site.

### WPCP Schedule

The WPCP schedule must:

1. Describe when work activities will be performed that could cause the discharge of pollutants in storm water
2. Describe water pollution control practices associated with each construction phase
3. Identify soil stabilization and sediment control practices for disturbed soil areas

#### 10-1.03.C IMPLEMENTATION REQUIREMENTS:

Monitor the National Weather Service Forecast Office on a daily basis. For forecasts, go to:

<http://www.srh.noaa.gov/forecast>

Whenever you or the Engineer identifies a deficiency in the implementation of the accepted WPCP:

1. Correct the deficiency immediately, unless the Engineer authorizes an agreed date for correction
2. Correct the deficiency before precipitation occurs

If you fail to correct the deficiency by the agreed date or before the onset of precipitation, the County may correct the deficiency and deduct the cost of correcting the deficiency from payment.

If you fail to comply with "Water Pollution Control" of these Special Provisions, the Engineer will order a suspension of work until the project complies with the requirements of "Water Pollution Control" of these Special Provisions.

The Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications.

Install water pollution control practices within 15 days or before predicted precipitation, whichever occurs first except as required sooner as required elsewhere by these Special Provisions.

If actions for the Contractor's convenience disturb one or more acres, the Contractor must pay all costs and be responsible for all delays associated with complying with Order No. 2009-0009-DWQ, NPDES General Permit No. CAS000002) issued by the SWRCB for "Storm Water Discharges Associated with Construction and Land Disturbance Activities." The General Permit is available at:

<http://www.waterboards.ca.gov/>

#### Inspection

The Water Pollution Control Manager must oversee inspections for water pollution control practices identified in the WPCP:

1. Before a forecasted storm
2. After precipitation that causes site runoff
3. At 24-hour intervals during extended precipitation
4. On a predetermined schedule, a minimum of once a week

The Water Pollution Control Manager must oversee daily inspections of:

1. Storage areas for hazardous materials and wastes
2. Hazardous waste disposal and transporting activities
3. Hazardous material delivery and storage activities
4. Water pollution control practices specified under "Construction Site Management" of these Special Provisions

The Water Pollution Control Manager must use the Storm Water Site Inspection Report provided in the Preparation Manual.

The Water Pollution Control Manager must prepare BMP status reports that include the following:

1. Location and quantity of installed water pollution control practices

2. Location and quantity of disturbed soil for the active or inactive areas

Within 24 hours of finishing the weekly inspection, the Water Pollution Control Manager must submit:

1. Copy of the completed site inspection report
2. Copy of the BMP status report

Reporting Requirements

If the following occur, notify the Engineer within 6 hours:

1. You identify discharges into receiving waters or drainage systems causing or potentially causing pollution
2. The job receives a written notice or order from a regulatory agency

No later than 48 hours after the conclusion of a storm event resulting in a discharge, a non-stormwater discharge, or receiving the notice or order, submit:

1. Date, time, location, and nature of the activity, type of discharge and quantity, and the cause of the notice or order
2. Water pollution control practices used before the discharge, or before receiving the notice or order
3. Description of water pollution control practices and corrective actions taken to manage the discharge or cause of the notice.

10-1.03.D PAYMENT:

If you fail to comply with “Water Pollution Control” of these Special Provisions or fail to implement water pollution control practices during each estimate period, the County withholds 25 percent from progress payment.

Withholds for failure to perform water pollution control work are in addition to all other withholds provided for in the contract. The County returns performance-failure withholds in the progress payment following the correction for noncompliance.

Full compensation for preparing and implementing a water pollution control program, including furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing, obtaining acceptance of, and amending the WPCP and inspecting water pollution control practices as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, 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.

The County does not pay for implementation of water pollution control practices in areas outside the right of way not specifically provided for in the drawings or in the Special Provisions.

The County does not pay for water pollution control practices installed at construction support facilities.

10-1.04 CONSTRUCTION SITE MANAGEMENT

10-1.04.A GENERAL

Summary

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-stormwater at the job site by implementing effective handling, storage, use, and disposal practices.

For information on documents specified in these Special Provisions, refer to the Department's Preparation Manual, Dewatering Guide, and BMP Manual.

Preparation Manual, Dewatering Guide, and BMP Manual are available from the Department's Construction Storm Water and Water Pollution Control web site at:

<http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm>

Definitions and Abbreviations

active and inactive areas: (1) Active areas have soil disturbing work activities occurring at least once within 14 days, and (2) Inactive areas are areas that have not been disturbed for at least 15 days.

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

CDPH: California Department of Public Health

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

ELAP: Environmental Laboratory Accreditation Program

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.

MSDS: Material Safety Data Sheet

Preparation Manual: The Department's Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual.

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.

WPC: Water Pollution Control

WPC Manager: Water Pollution Control Manager as defined under "Water Pollution Control" of these Special Provisions.

### Submittals

Submit the following:

1. MSDS at least 5 days before material is used or stored
2. Monthly inventory records for material used or stored
3. Copy of written approval to discharge into a sanitary sewer system at least 5 days before beginning discharge activities

## 10-1.04.B CONSTRUCTION

### Spill Prevention and Control

Implement spill and leak prevention procedures for chemicals and hazardous substances stored at the job site. If you spill or leak chemicals or hazardous substances at the job site, you are responsible for all associated cleanup costs and related liability.

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.

### Minor Spills

Clean up minor spills using the following procedures:

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

### Semi-significant Spills

Clean up semi-significant spills immediately by the following procedures:

1. Contain the spread of the spill

2. Recover the spilled material using absorption whenever a spill occurs on a paved surface or an impermeable surface
3. Contain the spill with an earthen dike and dig up the contaminated soil for disposal whenever a spill occurs on soil
4. If the spill occurs during precipitation, cover the spill with plastic or other material to prevent contaminated runoff
5. Dispose of the contaminated material promptly and properly

Significant or Hazardous Spills

Immediately notify qualified personnel of significant or hazardous spills. Do not let construction personnel attempt to clean up the spill until qualified staff have 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 at 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:
  - 6.1. Fire Department
  - 6.2. Public Works Department
  - 6.3. Coast Guard
  - 6.4. Highway Patrol
  - 6.5. County Sheriff Department
  - 6.6. Department of Toxic Substances
  - 6.7. California Division of Oil and Gas
  - 6.8. Cal OSHA
  - 6.9. Regional Water Resources Control Board

Report minor, semi-significant, and significant spills to the WPC Manager. The WPC Manager must notify the Engineer immediately. The WPC Manager must oversee and enforce proper spill prevention and control measures.

Prevent spills from entering storm water runoff before and during cleanup. Do not bury spills or wash spills with water.

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

#### 10-1.04.C 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, and watercourses.

Implement the practices described under "Material Management" of these Special Provisions while taking delivery of, using, or storing any of the following 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 materials 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 the unloading of hazardous materials or chemicals.

If practicable, use less hazardous materials.

##### Material Storage

Use the following material storage procedures:

1. Store liquids, petroleum materials, and substances listed in CFR Title 40, Parts 110, 117, and 302 as specified by the Department, 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. 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" of these Special Provisions 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 material labels maintained in legible condition. Replace damaged or illegible labels immediately.
7. Secondary containment facilities 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. 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 the following stockpile management procedures:

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

2.2. If outside the floodplain, at least 50 feet from concentrated flows of storm water, drainage courses, and inlets unless approved

Install WPC practices within 15 days or before predicted precipitation, whichever occurs first.

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

Pressure treated wood stockpiles must be:

1. Placed on pallets
2. Covered with impermeable material

Cold mix asphalt concrete stockpiles must be:

1. Placed on impervious surface
2. Covered with impermeable material
3. Protected from run-on and runoff

Control wind erosion 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 the sediment.

#### 10-1.04.D WASTE MANAGEMENT

##### Solid Waste

Do not allow litter or debris to accumulate anywhere at the job site, including storm drain grates, trash racks, and ditch lines. Pick up and remove trash and debris from the job site at least once a week. The WPC Manager must monitor solid waste storage and disposal procedures at 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 any solid waste generated by work activities. When the refuse reaches the fill line, empty the dumpsters. Dumpsters must be watertight. Do not wash out dumpsters at the job site. Furnish additional containers and pick up dumpsters more frequent 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 at 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 at the job site from the following substances:

1. Petroleum products
2. Asphalt products
3. Concrete curing compound
4. Pesticides

5. Acids
6. Paints
7. Stains
8. Solvents
9. Wood preservatives and treated posts
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

The 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 ELAP under 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 containers of dry waste that are not watertight on 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, and

storm drain systems. Handle and dispose of the following as hazardous waste: paints, thinners, solvents, residues, and sludges that cannot be recycled or reused. When thoroughly dry, dispose of the following 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.

The WPC Manager must inspect the following 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 the following 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. Sawcutting, 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. The 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, watercourses, and flow lines.

Obtain written approval from the 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 that will 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-stormwater 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, and storm drain inlets unless approved
3. If outside the floodplain, at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved

Remove and dispose of deposited solids from sediment traps under "Solid Waste" of these Special Provisions unless the Engineer approves 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 California Code of Regulations, Title 23, Section 2511(g) may be dried by evaporation in a leak proof container. Dispose of remaining solid waste under "Solid Waste" of these Special Provisions.

#### 10-1.04.E 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 at 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 them 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.

Whenever 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

#### Vehicle 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, clean or wash vehicles and equipment in an outside area. The outside area must be:

1. Paved with AC, HMA, or concrete paving
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, and storm drain inlets unless approved
5. If outside the floodplain, located at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, and 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.

The WPC Manager must inspect vehicle and equipment cleaning facilities:

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

#### Vehicle and Equipment Fueling and Maintenance

If practicable, perform maintenance on vehicles and equipment off the job site.

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.

If vehicle and equipment fueling and maintenance must be done at the job site, areas for the following activities 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, and storm drain inlets unless approved
4. If outside the floodplain, located at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, and 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.

The 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

The 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 the vehicle 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.

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

#### Paving, Sealing, Sawcutting, 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 sawcutting residue
5. Pavement chunks

6. Shoulder backing

7. Methacrylate

Cover drainage inlets and use linear sediment barriers to protect downhill watercourses until paving, sealing, sawcutting, 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, sawcutting, 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.

When paving equipment is not in use, park over drip pans or plastic sheeting with absorbent material to catch drips.

*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.

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:
  - 1.1. 8 hours of predicted rain
  - 1.2. 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.

If dewatering and discharging activities are specified under a work item such as "Temporary Active Treatment System" or "Dewatering and Discharge," perform dewatering work as specified in the section involved.

If dewatering and discharging activities are not specified under a work item and you will be performing dewatering activities, you must:

1. Submit a Dewatering and Discharge Plan under Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications and "Water Pollution Control" of these Special Provisions at least 10 days before starting dewatering activities. The Dewatering and Discharge Plan must include:
  - 1.1. Title sheet and table of contents
  - 1.2. Description of dewatering and discharge activities detailing locations, quantity of water, equipment, and discharge points
  - 1.3. Estimated schedule for dewatering and discharge (start and end dates, intermittent or continuous)
  - 1.4. Discharge alternatives such as dust control or percolation
  - 1.5. Visual monitoring procedures with inspection log
2. Conduct dewatering activities under the Department's "Field Guide for Construction Dewatering."
3. Ensure that any dewatering discharge does not cause erosion, scour, or sedimentary deposits that could impact natural bedding materials.
4. Discharge the water within the project limits. Dispose of the water in the same way as specified for material in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specification if it cannot be discharged within project limits due to site constraints.
5. Do not discharge storm water or non-stormwater that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface. Notify the Engineer immediately upon discovering any such condition.

The WPC manager must inspect dewatering activities:

1. Daily when dewatering work occurs daily
2. Weekly when dewatering work does not occur daily

10-1.04.F PAYMENT:

Full compensation for construction site management, including furnishing all labor, materials, tools, equipment, and incidentals and for fully complying with the provisions in this section and for doing all the work involved in spill prevention and control, material management, waste management, non-storm water management, and dewatering and identifying, sampling, testing, handling, and disposing of hazardous waste resulting from contractor activities, as specified in the Standard Specifications and these Special Provisions, and as directed by the

Engineer, 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.

10-1.05 MAINTAINING TRAFFIC

10-1.05.A GENERAL:

Attention is directed 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. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in these sections.

During the times when men or equipment are actually working, a minimum of one 12-foot wide lane with flagging shall be provided for public traffic. At all other times, a minimum of two 10-foot wide lanes which are reasonably smooth and satisfactory for public two-way traffic shall be provided and maintained by the Contractor irrespective of the state of construction. Adequate sight distance for vehicles exiting driveways shall be maintained.

All flaggers shall hold current certifications in accordance with Cal OSHA Construction Safety Order Section 1599. All workers in the roadway shall wear Type 2 Cal OSHA high-visibility vests.

The Contractor shall conduct operations in such a manner that access of abutting residences and businesses along the road is not obstructed. 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.

Unless otherwise permitted, the full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, designated legal holidays, and when construction operations are not actively in progress on working days.

The Contractor will not be permitted to work on two sides of any road at a time. All work on one side of the road shall be completed as required prior to the beginning of construction operations on the other side of the road.

The Contractor, pursuant to Section 22651-M of the California Vehicle Code, shall be responsible for notifying and making arrangements with owners of vehicles required to be removed from the work area.

Streets and roads shall be posted by the Contractor with temporary "NO PARKING" signs on Type II barricades. Temporary "NO PARKING" signs shall be 12" x 18", and shall display the message "TEMPORARY NO PARKING TOW AWAY" in 2" red letters. Signs shall be posted with the appropriate dates listed, a minimum of 48 hours in advance of doing the work. In the event that a change in sign posting is required due to a change in the Contractor's work

schedule, the Contractor shall repost the locations affected at the Contractor's own expense.

Locations where Micro-surfacing is placed shall be posted by the Contractor with W 21-2 "FRESH OIL" signs on Type II barricades. W 21-2 signs shall be 48" x 48". The first W 21-2 sign in each direction shall be placed where traffic first encounters fresh oil. The signs shall be placed at maximum 2,000-foot intervals along each side of the traveled way, and at public roads or streets entering the micro-seal area as directed by the Engineer. W 21-2 signs shall be placed in advance of Micro-surfacing operations, and maintained in place for a minimum of 48 hours after completion of Micro-surfacing operations.

Portable delineators, traffic cones, barricades, telescoping flag tree with flags, signs, and all traffic control devices specified in these Special Provisions shall conform to the requirements of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications.

The Contractor's jobsite vehicles and equipment shall be equipped with amber, flashing lights, visible to jobsite labor public traffic, and pedestrians.

The provisions in this section may be modified if, in the opinion of the Engineer, public traffic will be better served and work expedited. Any proposed modifications shall be approved in writing by the Engineer.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed therefore.

10-1.05.B TRAFFIC CONTROL SYSTEM FOR LANE CLOSURES:

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

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

If components in the traffic control system are damaged, displaced, or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

When lane closures are made for work periods only, at the end of each work period, components of the traffic control system, except portable delineators

placed along open trenches or excavation adjacent to the traveled way shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations designated by the Engineer within the limits of the highway right of way.

One-way traffic shall be controlled through the project in conformance with the plan entitled "Traffic Control System for Lane Closure on Two Lane Conventional Highways" and these Special Provisions.

Utilizing a pilot car will be at the option of the Contractor. If the Contractor elects to use a pilot car, the cones shown along the centerline of the plan need not be placed. The pilot car shall have radio contact with personnel in the work area and the maximum speed of the pilot car through the traffic control zone shall be 25 miles-per-hour.

With the exception of Los Osos Valley Road, Foothill Road, and Tank Farm Road, the Contractor may close roads for Micro-surfacing operations with the written approval of the Engineer, provided a detour plan, closure schedule, and public notice are submitted a minimum of 10 days in advance of the closure. Road closures and detours shall conform to the Manual of Traffic Controls for Construction and Maintenance Work Zones and these Special Provisions. Road closures shall be no greater than 1,000 feet long. Adjacent streets shall not be closed simultaneously. 7 to 10 days prior to closing any road, the Contractor shall furnish and distribute public notices to all residences and businesses within a road closure area. Public notices will consist of flyers hung on front door knobs indicating the dates of closures, type of work, and the Contractor's contact information. The Contractor shall submit public notices to the Engineer for approval 10 days before distribution.

Flagging costs will be paid for as provided in Section 12-2.02, "Flagging Costs," of the Standard Specifications.

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 and for furnishing and operating the pilot car (including driver, radios, other equipment, and labor required), as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Costs for flagging in accordance with Section 7-1.09, "Public Safety," and supplemental traffic control ordered by the Engineer 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 Section 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of traffic control system, or the supplemental work item for flagging and supplemental traffic control)". Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system 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. The adjustment will be made on a force account basis as provided in Section 9-1.03, "Force Account Payment," of the Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as a part of the supplemental work item for flagging and supplemental traffic control.

10-1.05.C TEMPORARY PAVEMENT DELINEATION:

When the work causes obliteration or removal of pavement delineation, temporary or permanent pavement delineation shall be in place before opening the traveled way to public traffic. Centerline pavement delineation shall be provided for traveled ways open to public traffic.

Temporary pavement delineation shall be furnished, placed, maintained and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as reducing the minimum standards specified in the California MUTCD or as relieving the Contractor from the responsibilities specified in Section 7-1.09, "Public Safety," of the Standard Specifications.

After removing pavement delineation and before applying binder that would obliterate existing traffic stripes, temporary raised pavement markers shall be placed on the existing traffic stripes (except right edgelines) at intervals of not more than 24 feet. On double traffic stripes 2 markers shall be placed side by side, one on each stripe, at longitudinal intervals of not more than 24 feet. Prior to opening the lanes to uncontrolled traffic, the covers shall be removed from the temporary raised pavement markers.

Temporary raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) for seal coats in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

The markers shall be placed in conformance with the manufacturer's installation procedure instructions.

Where "no passing" centerline pavement delineation is obliterated, the following "no passing" zone signing shall be installed prior to opening the lanes to public traffic. W20-1 (ROAD WORK AHEAD) signs shall be installed from 1,000 feet to 2,000 feet in advance of "no passing" zones. R4-1 (DO NOT PASS) signs shall

be installed at the beginning and at every 2,000-foot interval within "no passing" zones. For continuous zones longer than 2 miles, W7-3a or W71(CA) (NEXT \_\_\_\_\_ MILES) signs shall be installed beneath the W20-1 signs installed in advance of "no passing" zones. R4-2 (PASS WITH CARE) signs shall be installed at the end of "no passing" zones. The exact location of "no passing" zone signing will be as determined by the Engineer and shall be maintained in place until permanent "no passing" centerline pavement delineation has been applied. The signing for "no passing" zones shall be removed when no longer required for the direction of public traffic. The signing for "no passing" zones shall conform to the provisions in "Construction Area Signs" of these special provisions, except for payment.

Where stop bars or crosswalks are obliterated, temporary pavement markers shall be placed at the direction of the Engineer.

Temporary pavement delineation shall be maintained until replaced with permanent pavement delineation by County forces within 14 days of completion of Micro-surfacing operations. Temporary pavement delineation shall be removed when, as determined by the Engineer, the temporary pavement delineation conflicts with the permanent pavement delineation.

Full compensation for furnishing, placing and maintaining temporary pavement delineation and the construction area signing specified for "no passing" zones and for removing and disposing of these signs and conflicting temporary raised pavement markers, when no longer required, shall be considered as included in the contract prices paid for the seal coat work and no separate payment will be made therefor.

#### 10-1.05.D 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, "Construction Area Traffic Control Devices," of the Standard Specifications and these Special Provisions.

Standard W20-1 (ROAD WORK AHEAD) and G20-2 (END ROAD WORK) signs shall be placed in advance of the work at each site and left onsite during non-working hours until the work at each site is complete. The W20-1 and G20-2 signs shall be stationary mounted sign supports as specified in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications.

Encroachment permits for placement of construction area signs placed within the jurisdiction of adjacent agencies are the responsibility of the Contractor.

Attention is directed to the provisions in Section 8-1.01, "Prequalified and Tested Signing and Delineation Materials," of these Special Provisions. Type II retroreflective sheeting shall not be used on construction area sign panels. Type III, IV, VII, VIII, or IX retroreflective sheeting shall be used for stationary mounted construction area sign panels.

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.

The base material of construction area signs shall not be plywood. Used sign panels, in good repair as determined by the Engineer, may be furnished. If determined by the Engineer, signs damaged by any cause shall be replaced by the Contractor at the Contractor's own expense. 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 North, 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.

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.

Signs damaged by any cause shall be repaired, or, if determined by the Engineer to be irreparable, replaced by the Contractor at the Contractor's expense.

"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.

**10-1.05E PORTABLE CHANGEABLE MESSAGE SIGN:**

Portable changeable message signs (PCMSs) shall be furnished, placed, operated, and maintained at those locations where designated by the Engineer in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these Special Provisions.

The PCMSs shall be programmed as directed by the Engineer with messages for advance warning prior to construction operations, advisory warning during construction operations, and with other information as directed.

The PCMSs shall be placed and activated for advance warning to motorists in accordance with the requirements of Section 10-1.01, "Order of Work," of these Special Provisions.

"PORTABLE CHANGEABLE MESSAGE SIGN" will be measured and paid for by the unit in the manner specified in Section 12, "Construction Area Traffic control Devices", of the Standard Specifications.

10-1.06 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.

10-1.06.A REMOVE TRAFFIC STRIPE AND MARKINGS:

Remove traffic stripe and markings shall consist of the removal of all painted striping and pavement markings in conformance with the plans, the provisions in Section 15-2.02B, "Remove Traffic Stripe and Pavement Markings," of the Standard Specifications, the provisions under "Maintaining Traffic" of these Special Provisions, and these Special Provisions.

Traffic stripe and pavement markings shall be removed at the locations shown on the Plans and as directed by the Engineer.

Attention is directed to "Construction Site Management" of these Special Provisions.

Full compensation for removing of all existing painted striping and markings shall be considered as included in the contract prices paid for the Micro-surfacing work and no separate payment will be made therefore.

10-1.06.B REMOVE PAVEMENT MARKERS:

Existing pavement markers, including underlying adhesive, when no longer require for traffic lane delineation as determined by the Engineer, shall be removed and disposed of.

Full compensation for removing and disposing of all existing raised pavement markers shall be considered as included in the contract prices paid for the Micro-surfacing work and no separate payment will be made therefore.

10-1.06.C PROTECTION OF SURVEY MONUMENTS

The Contractor shall preserve existing survey monuments in place in accordance with the procedure described in Section 10-1.01 "Order of Work" of these Special Provisions. Monuments to be preserved are identified in the appendix of this Contract.

Full compensation for protection of existing monuments shall be considered as included in the contract price paid for the Micro-surfacing work and no separate payment will be made therefore.

10-1.07

## MICRO-SURFACING

### GENERAL

#### Summary

This work includes mixing a polymer modified cationic micro-surfacing emulsion (MSE), water, additives, mineral filler, and aggregate and spreading the mixture on pavement.

#### Submittals

At least 10 days before starting micro-surfacing, submit a mix design and a mix design report of laboratory tests performed for the micro-surfacing materials. A representative of your laboratory performing the mix design and tests must sign the report. The Engineer reviews and approves the submittal before you start micro-surfacing.

Do not substitute materials after the mix design is approved unless the substitute materials are laboratory-tested and you submit a new mix design and report. Do not use substitute materials until the Engineer approves the mix design for those materials.

Submit a Certificate of Compliance with each MSE shipment as specified for asphaltic emulsion in Section 94-1.05, "Test Report," of the Standard Specifications.

Before micro-surfacing activities start, submit the name of a person authorized to communicate with the Engineer about days when unsuitable weather conditions prevent micro-surfacing.

#### Mix Design

A mix design consists of performing tests to determine the optimum mix proportions and micro-surfacing qualities. Use a laboratory to perform the mix design. The component materials used in the mix design must have the same qualities as the micro-surfacing materials used.

The mix design proportions must comply with:

**Micro-Surfacing Mix Design Proportion Limits**

Material	Proportion Limits
MSE residual asphalt	5.5 - 9.5% of aggregate dry weight
Water and additives	No limit
Mineral filler	0 - 3% of aggregate dry weight

Your laboratory must be capable of performing International Slurry Surfacing Association (ISSA) tests. The mix design must comply with:

**Micro-Surfacing Mix Design Tests**

Property	ISSA Test Method <sup>a</sup>	Specification
Wet Cohesion @ 30 minute (set), minimum, kg-cm @ 60 minute (traffic), minimum, kg-cm	TB 139	12 20
Excess asphalt, maximum, g/m <sup>2</sup>	TB 109	540
Wet stripping, minimum, %	TB 114	90
Wet track abrasion loss 6-day soak, maximum, g/m <sup>2</sup>	TB 100	810
Displacement Lateral, maximum, % Specific gravity after 1000 cycles of 57 kg, maximum	TB 147A	5 2.10
Classification compatibility, minimum, grade points	TB 144	(AAA, BAA) 11
Mix time @ 25 °C, minimum	TB 113	Controllable to 120 seconds

Note:

<sup>a</sup>TB = Technical Bulletin

Mix Design Report

The mix design report must include:

1. Test results used in the mix design
2. Based on the aggregate's dry weight, the proportions of:
  - 2.1. Aggregate
  - 2.2. Water, minimum and maximum
  - 2.3. Additives
  - 2.4. Mineral filler, minimum and maximum
  - 2.5. MSE residual asphalt content, minimum and maximum
3. Based on heating the mixture to 100 °F and mixing for 60 seconds, any recommended changes to the proportions of:
  - 3.1. Water
  - 3.2. Additives
  - 3.3. Mineral filler

Do not recommend these changes when nighttime applications are specified or when atmospheric temperatures below 90 °F are forecast for daytime applications.

4. A comparison of each individual material's test results to its specified values. The Engineer accepts mix design reports prepared within the previous 12 months of this project's mix design report submittal if the test results are for the same materials.
5. The quantitative moisture effects on the aggregate's unit weight determined under ASTM C 29M.

#### Quality Control and Assurance

In the presence of the Engineer, calibrate each truck mounted mixer-spreader used. Notify the Engineer at least 5 business days before calibrating. Calibration must comply with the Department's Material Plant Quality Program (MPQP).

If the Department approves a truck mounted mixer-spreader, its calibration is valid for 6 months provided you:

1. Use the same truck verified with a unique identifying number
2. Use the same materials in compliance with the approved mix design
3. Do not perform any repair or alteration to the proportioning systems

Before using a variable rate emulsion pump, the pump must be calibrated and sealed in the calibrated condition under the MPQP.

Each aggregate grading and sand equivalent test must not represent more than the lesser of 300 tons or 1 day's micro-surfacing production.

Allow enough cure time for micro-surfacing to comply with the lane closure hours specified in "Maintaining Traffic" of these special provisions.

#### MATERIALS

##### Micro-Surfacing Emulsion

MSE consists of asphalt, polymer, and emulsifier solution. MSE must be homogenous.

Add polymer modifier to asphalt or emulsifier solution before emulsification. Polymer solids must be a minimum 3 percent by weight of MSE residual asphalt.

MSE must comply with:

**Micro-Surfacing Emulsion**

Property	Test Method	Specification
Viscosity @ 25 °C, SSF	AASHTO T 59	15 - 90 seconds
Sieve Test, maximum	AASHTO T 59	0.30%
Settlement, 5 days, maximum <sup>a</sup>	ASTM D 244	5%
Storage Stability, 1 day, maximum	AASHTO T 59	1%
Residue by Evaporation, minimum	California Test 331	62%

Note:

<sup>a</sup>Waived if used within 48 hours of shipment.

Residue by evaporation must comply with:

**Micro-Surfacing Emulsion Residue By Evaporation**

Property	Test Method	Specification
G* @ 20 °C, 10 rad/sec, MPa	AASHTO T 315	Report Only
Penetration @ 25 °C	AASHTO T 49	40 - 90
Phase Angle @ 50 °C, 10 rad/sec, PA (maximum) - PA base	AASHTO T 315	Report Only
Softening Point, minimum, °C	AASHTO T 53	57
Stiffness @ -12 °C, MPa, and M-value	AASHTO T 313	Report Only

Water and Additives

Water or additives must not cause MSE to separate from micro-surfacing during application.

Mineral Filler

If portland cement is used as mineral filler, it must be any combination of Type I, Type II, or Type III cement under Section 90-2.01A, "Cement," of the Standard Specifications.

Aggregate

Aggregate must be free of:

1. Vegetable matter
2. Deleterious substances
3. Clay lumps
4. Oversized particles

Aggregate must be Type II. If you blend aggregate from different sources, each source's aggregate must comply with the aggregate specifications except grading.

Aggregate grading must comply with:

### **Aggregate Grading**

Sieve Sizes	Percentage Passing	
	Type II	Type III
3/8 in.	100	100
No. 4	94 - 100	70 - 90
No. 8	65 - 90	45 - 70
No. 16	40 - 70	28 - 50
No. 30	25 - 50	19 - 34
No. 200	5 - 15	5 - 15

Aggregate properties excluding mineral filler must comply with:

### **Micro-surfacing Aggregate**

Property	California Test	Specification
Sand equivalent, minimum	217	65
Durability index, minimum	229	65
Percentage of crushed particles, minimum <sup>a</sup>	205	95%
Los Angeles Rattler Loss at 500 rev., maximum <sup>b</sup>	211	35%

Notes:

<sup>a</sup> Crushed particles must have at least 1 fractured face.

<sup>b</sup> California Test 211 must be performed on the parent aggregate before crushing.

## CONSTRUCTION

### Proportioning

Using the approved mix design, proportion the micro-surfacing materials by volume.

Field conditions may require adjustments during construction. Obtain the Engineer's approval before adjusting proportions.

A belt feeder with an adjustable cutoff gate must proportion aggregate. The gate opening height must be determinable.

For the aggregate belt feeder, the delivery rate for any individual check run must not deviate more than 2 percent from the average of the rates of 3 runs of at least 3 tons each.

Proportion MSE using a positive displacement pump.

For the emulsion pump, the delivery rate for any individual check run must not deviate more than 2 percent from the average of the rates of 3 runs of at least 300 gallons each.

### Mixing and Spreading Equipment

#### General

Choose a continuous self-loading mixing machine or truck mounted mixer-spreaders.

In areas inaccessible to spreading equipment, spread the micro-surfacing mixture with hand tools. If micro-surfacing is placed with hand tools, first lightly dampen the area. Do not handle or shift the mixture.

### Continuous Self-Loading Mixing Machine

Continuous self-loading mixing machine must be automatically sequenced and self-propelled. The mixing machine must deliver the micro-surfacing materials to a double shafted mixer and discharge the mixed product on a continuous flow basis. The mixing machine must have sufficient storage capacity for the micro-surfacing materials to maintain a continuous supply to the proportioning controls. The mixing machine must be self-loading without interrupting the micro-surfacing application. The mixing machine operator must have full control of forward and reverse speeds during application.

### Truck Mounted Mixer-Spreaders

Truck mounted mixer-spreaders must proportion micro-surfacing materials by volume and mix them in continuous pugmill mixers. Before starting mixing and spreading activities, demonstrate:

1. Rotating and reciprocating equipment are covered with metal guards.
2. Indicators work and are visible while walking alongside the truck mounted mixer-spreader.
3. Low-flow and no-flow devices work.
4. The aggregate feeder's drive shaft is equipped with a revolution counter that reads to the nearest 0.10 of a revolution.

Aggregate feeders must be connected directly to the drive on the emulsion pump.

Truck mounted mixer-spreaders must display identifying numbers at least 3 inches in height on the front and rear of the truck.

The emulsion storage tank must have a thermometer at the pump suction level measuring the MSE temperature to within 10 °F accuracy.

The belt feeder delivering aggregate to the pugmill must have a device monitoring the aggregate depth. The device must automatically shut down the power to the belt feeder if the aggregate depth is less than the target depth. If the aggregate delivery belt is not an integral part of the drive chain, a second device must detect belt movement by monitoring revolutions of the belt feeder. This second device must automatically shut down power to the belt feeder if movement is interrupted. For both devices, shutdown may be delayed 3 seconds from sensing to allow for normal fluctuations.

### Spreader Box

Spreader box must be capable of spreading the micro-surfacing a minimum of 12 feet wide and preventing the loss of micro-surfacing. Spreader boxes over 8 feet in application width must have a device, such as baffles or reversible motor driven augers, to ensure uniform application on super-elevated sections and shoulder slopes. Clean micro-surfacing and MSE from the spreader box before each work shift.

The spreader box must have a series of strike-off devices at its rear.

The leading strike-off device must be:

1. Fabricated of a suitable material such as steel or stiff rubber
2. Designed to maintain close contact with the pavement during spreading
3. Capable of obtaining the specified thickness
4. Capable of being adjusted to the various pavement cross sections

The final strike-off device must be:

1. Fabricated of flexible material that produces a uniform texture in the finished surface
2. Cleaned daily and changed if longitudinal scouring occurs in the micro-surfacing

Do not use flexible drags attached to the rear of the spreader box.

### Shoulder Equipment

Spread micro-surfacing on shoulders with a device such as an edge box that forms clean and straight joints and edges.

### Scratch Course Box

Spread scratch course with the same type spreader box used to spread micro-surfacing except use an adjustable steel strike-off device instead of a final strike-off device.

### Wheel Path Depression (Rut) Box

Wheel path depression (rut) boxes must have adjustable strike-off devices between 5 feet and 6 feet wide that regulate depth. The rut box must also have devices such as hydraulic augers capable of:

1. Moving the mixed material from the rear to the front of the filling chamber

2. Guiding larger aggregate into the deeper section of the wheel path depression
3. Forcing the finer material towards the outer edges of the spreader box

### Weather Conditions

Only place micro-surfacing if both the pavement and air temperatures are at least 45 °F and rising. Do not place micro-surfacing if either the pavement or air temperature is below 50 °F and falling.

Do not place micro-surfacing if rain is imminent or the air temperature is expected to be below 36 °F within 24 hours after placement.

Before 4:00 p.m. on the day before your first intended day to perform micro-surfacing work, the Engineer may give you notice the first intended day is not suitable.

After you have started micro-surfacing activities, the Engineer has until 4:00 p.m. the day before the next working day to give you unsuitable day notice. If the Engineer gives you unsuitable day notice, do not apply micro-surfacing that day. On unsuitable days, the specifications for maintaining micro-surfacing already applied are not void. The Engineer does not count notified unsuitable days as micro-surfacing working days, regardless of the actual conditions or whether maintenance was performed.

Absence of an unsuitable day notice does not void the specifications restricting micro-surfacing application. Return, store, or dispose of any micro-surfacing materials you deliver to the job site when the conditions are unsuitable. The Engineer does not count a working day for micro-surfacing for a day when the conditions are unsuitable but you did not receive a notice.

If you fail to submit the name of a person authorized to communicate with the Engineer about unsuitable day notices, the specifications for payment and working days when a day is unsuitable but you did not receive a notice are void.

### Test Strip

Construct a micro-surfacing test strip:

1. From 300 to 450 feet long
2. The same as the full production micro-surfacing
3. On one of the application courses specified at a location approved by the Engineer
4. At the same time of day or night the full production micro-surfacing is to be applied

If multiple application courses are specified, you may construct test strips over 2 days or nights.

The Engineer evaluates the test strip after traffic has used it for 12 hours. If the Engineer determines the mix design or placement procedure is unacceptable, make modifications and construct a new test strip for the Engineer's evaluation.

#### Preparation For Micro-surfacing

Remove loose particles of extraneous materials including paving and dirt by any non-destructive method including flushing or sweeping.

You may fog the roadway surface with water ahead of the spreader box. The fog spray must be adjusted for pavement:

1. Temperature
2. Surface texture
3. Dryness

#### Repair Wheel Path Depression

If repair wheel path depression is specified, before spreading micro-surfacing, fill wheel path depressions and irregularities with micro-surfacing material. If the depressions are less than 0.04 foot deep, fill with a scratch course. If the depressions are 0.04 foot deep or more, fill with a wheel path depression (rut) box.

Spread scratch course by adjusting the steel strike-off of a scratch course box until it is directly in contact with the pavement surface.

Spread micro-surfacing with a rut box leaving a slight crown at the surface. Use multiple applications to fill depressions more than 0.12 foot deep. Do not apply more than 0.12 foot in a single application.

Allow traffic to compact each wheel path depression application for a minimum of 12 hours before placing additional micro-surfacing.

#### Micro-surfacing Placement

Spread micro-surfacing in compliance with:

### Micro-surfacing Spread Rates

Micro-surfacing Type	Location	Spread Rate Range (pounds of dry aggregate per sqyd)
Type II	Full Lane Width	10 - 20
Type III <sup>a</sup>	Full Lane Width	20 - 32
Type III <sup>b</sup>	Full Lane Width	30 - 32

Notes:

<sup>a</sup> Over asphalt concrete pavement

<sup>b</sup> Over portland cement concrete pavement and concrete bridge decks

Spread micro-surfacing either in the direction of traffic or in the opposite direction.

Keep hand tools available to remove spillage.

### Joints

Construct longitudinal and transverse joints on micro-surfacing that are:

1. Uniform
2. Straight
3. Neat in appearance
4. Butt-type joints
5. Without material build-up
6. Without uncovered areas

Place longitudinal joints:

1. On centerlines, lane lines, edge lines, or shoulder lines
2. With overlaps not more than 3 inches

Set the leading edge of roofing felt on transverse joints to create a straight butt-joint with the next application when the roofing felt is removed.

The maximum difference between the pavement surface and the bottom edge of a 12 foot straightedge placed perpendicular to the joint must be:

1. 0.04 foot for longitudinal joints
2. 0.03 foot for transverse joints

### Finished Surface

Finish micro-surfacing to be free of irregularities such as scratch or tear marks. You may leave up to 4 marks that are 1/2 inch or more wide and 6 inches or more long per 75 linear feet of micro-surfacing placed. Do not leave any marks that are over 1 inch wide or 6 inches long.

Sweep micro-surfacing 24 hours after placement without damaging micro-surfacing. For 5 days afterward, sweep micro-surfacing daily.

### Repair Of Early Distress

If bleeding, raveling, delaminating, rutting, or washboarding occurs after placing the micro-surfacing, make repairs using a method approved by the Engineer.

### MEASUREMENT

Micro-surfacing is measured by the ton. The quantity determined for payment will be the combined weight of the aggregate and MSE used including test strips. The weight of added water and set-control additives will not be included as part of the quantity for payment.

Wheel path depression repair is measured by the ton of micro-surfacing used in the repair.

### PAYMENT

The contract item price paid per ton for "MICRO-SURFACING (TYPE II)" and "REPAIR WHEEL PATH DEPRESSION" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in micro-surfacing, complete in place, including developing and submitting mix designs and cleaning pavement, as shown on the plans, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

The Department pays for grinding existing asphalt concrete pavement to prepare the surface for micro-surfacing and removing and disposing of the grinding residue as extra work under Section 4-1.03D, "Extra Work," of the Standard Specifications.

If you request and the Engineer approves, micro-surfacing failing aggregate grading or sand equivalent tests may remain in place and the Department reduces payments by \$2.00 per ton for the micro-surfacing represented by those tests. If the aggregate fails both the aggregate grading and sand equivalent tests, the Department reduces payment by \$4.00 per ton for the micro-surfacing represented by those tests.

The contract item price paid per ton for wheel path depression repair includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in wheel path depression repair, complete in

place, as shown on the plans, as specified in these special provisions and the Standard Specifications, and as ordered by the Engineer.

If the Engineer determines a day to be unsuitable after 4:00 p.m. the previous day, the Department pays you for the return, storage, or disposal of micro-surfacing emulsion and aggregate delivered to the job site. The Department also pays for the time of workers who would have applied micro-surfacing and are not required for micro-surfacing maintenance. The Department determines this payment under Section 9-1.03, "Force Account Payment," of the Standard Specifications except markups are not added.

If the Engineer determines a test strip unacceptable, the Department does not pay for the test strip:

1. Materials
2. Placement
3. Removal, if ordered by the Engineer

10-1.08 FOG SEAL COAT:

Fog seal coat shall conform to the provisions in Section 37-1, "Seal Coats," of the Standard Specifications and these special provisions.

Fog seal coat shall be applied to dikes, shoulders, overside drains, and other AC surfaces as designated on the plans and as directed by the Engineer.

Attention is directed to "Order of Work" of these special provisions regarding application of asphaltic emulsion.

Asphaltic emulsion shall be Grade SS1h.

"ASPHALTIC EMULSION (FOG SEAL COAT) will be measured and paid for by the ton in the manner specified in Section 37-1, "Seal Coats," of the Standard Specifications.

No adjustment in compensation will be made for any increase or decrease in the quantities of asphaltic emulsion (fog seal coat), regardless of the reason for the increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to the items of asphaltic emulsion (fog seal coat).







- 2.3. Medicare
  - 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.





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**SECTION 12. ENVIRONMENTAL PERMIT SUMMARY FORM**

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# SAN LUIS OBISPO COUNTY DEPARTMENT OF PUBLIC WORKS

Paavo Ogren, Director

County Government Center, Room 206 • San Luis Obispo CA 93408 • (805) 781-5252

Fax (805) 781-1229

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

## ENVIRONMENTAL PERMIT SUMMARY FORM

**Date:** April 2, 2014

**To:** Don Spagnolo, Project Manager

**From:** John Farhar, Environmental Programs Division

**Subject:** Environmental Review & Permit Status for the 2014 Pavement Surface Treatment Project ED13-169 (245R12B619)

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	CE Class 1(c) filed 3/11/2014	Y
NEPA Review	n/a	
Coastal Permit	CDP exempt memo signed 3/31/2014	Y
CZMA	n/a	
CDFW	n/a	
USACOE 404	n/a	
NMFS ESA	n/a	
USFWS ESA	n/a	
RWQCB 401	n/a	
NPDES	n/a	

### Summary Project Timeframe

Based on the below work windows, the basic work window for this project is from: **no window identified.**

**\*\*\*\*\* A COPY OF THIS PERMIT SUMMARY FORM AND ALL OF ITS ATTACHMENTS MUST BE ON THE WORK SITE WHEN ANY WORK IS UNDERWAY**

<i>Measure #</i>	<b>Special Environmental Conditions</b>	<b>Responsibility: Contractor, County or Both</b>
<b>Pre-Construction</b>		
<b>1</b>	Please notify the Environmental Programs Manager if the project description changes.	County
<b>During Construction</b>		
<b>2</b>	Pavement Surface Treatment is limited to existing paved roadway surfaces only.	County
<b>Post-Construction</b>		

**\*\*\*\*\* A COPY OF THIS PERMIT SUMMARY FORM AND ALL OF ITS ATTACHMENTS MUST BE ON THE WORK SITE WHEN ANY WORK IS UNDERWAY**



# 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

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

(ENDORSED)  
**FILED**

2014 Pavement Surface Treatment Project; ED13-169 (245R12B619)

**Project Title**

MAR 11 2014

Cayucos, San Luis Obispo, Santa Margarita, and Templeton areas

JULIE L. ROBEWALD COUNTY CLERK  
BY TARY BURWELL  
DEPUTY CLERK

**Project Location - Specific**

San Luis Obispo

**Project Location - County**

Prepare and apply Pavement Surface Treatment to approximately 24 miles of County-maintained asphalt concrete roadways. The work will help preserve the existing pavement and increase its useful life.

**Description of Nature, Purpose and Beneficiaries of Project**

County of San Luis Obispo (see address above)

**Name of Public Agency Approving Project**

Department of Public Works, County Government Center Room 207, San Luis Obispo, CA 93408

**Name of Person or Agency Carrying Out 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: (c)}
- Statutory Exemption {Sec. \_\_\_\_\_}

Reasons why project is exempt: Maintenance of existing public facilities that will involve no expansion of existing use and will not significantly affect any environmental resources

John Farhar

805-781-5714

**Lead Agency 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 3.7.14  
Name (Print) Ellen Carroll Title Env. Coord.



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

Paavo Ogren, Director

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

Fax (805) 781-1229

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

Memorandum

**Date:** March 11, 2014  
**To:** Nancy Orton, Division Manager  
**From:** John Farhar, Environmental Resource Specialist  
**Subject:** Request for Coastal Permit Determination: 2014 Pavement Surface Treatment Project; ED13-169 (245R12B619)

The purpose of this memorandum is to request your determination as to the need for a coastal permit for the above referenced project.

**Project Description:**

The Department of Public Works is proposing to apply Pavement Surface Treatment on approximately 24 miles of County roads in four areas of the County, including Cayucos, San Luis Obispo, Santa Margarita, and Templeton (see attached table). The Project involves: 1) preparing the road surfaces by sweeping away any loose dust and debris, and 2) applying the Pavement Surface Treatment material, which consists of: polymer modified asphalt emulsion, aggregate, water and additives. The Pavement Surface Treatment will help preserve the pavement's existing condition and extend its useful life.

The Pavement Surface Treatment will occur on existing paved roadways, which have been highly disturbed by previously constructed improvements. No cultural resources and no other sensitive biological resources are present. The Environmental Coordinator has determined that the project is categorically exempt pursuant to CEQA.

**Project Location:**

The project sites include areas of southern Cayucos near Old Creek Road within the Coastal Zone.

The project described above is exempt from the land use permit requirements of Title 23 of the San Luis Obispo County Code for the following reason(s):

23.03.040 d(1) - Repair & maintain existing roadway. No expansion anticipated.

- The project described above is NOT exempt from the permit requirements of Title 23 of the San Luis Obispo County Code. Please forward a complete Coastal Development Permit application to us as soon as possible. No work can commence until a permit has been granted.
- This project also requires a Coastal Development Permit from the Coastal Commission.

Comments:

John Farhar  
Signature

3/31/14  
Date

**SECTION 13. BID PROTESTS AND OTHER CHALLENGES  
TO CONSTRUCTION CONTRACTS**

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# COUNTY OF SAN LUIS OBISPO

*Board Approved Policy*

## Bid Protests and other Challenges to Construction Contracts

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**Effective Date:** July 16, 2013  
**Revision Date:**  
**Prepared by:** General Services Agency, Public Works, Administrative Office, and  
County Counsel  
**Next Review Date:**  
**Approved by:** Board of Supervisors on July 16, 2013

### 1. PURPOSE

To establish a procedure for the resolution of any protests, objections, or challenges to the award of Construction Contracts.

### 2. AUTHORITY

By this Policy, Department Heads are delegated the authority to make the County's final determination on (1) whether any Bidder's bid on a Construction Contract is responsive; and (2) whether any Bidder is not a responsible Bidder. Each Department Head is further delegated the authority to process any and all bid Protests in the manner authorized by this Policy. Each Department Head shall interpret this Policy in a manner consistent with the Board's general and specific intent set forth herein. Each Department Head shall exercise all of its delegated authority in a manner consistent with all applicable laws, and in consultation with the Office of County Counsel.

### 3. POLICY

The requirements set forth in this Policy are mandatory and are a Bidder's sole and exclusive remedy in the event a Bidder desires to challenge, protest or contest the award of any Construction Contract. A Bidder's failure to comply with these requirements shall constitute a waiver of any right to challenge, protest or contest the award of a Construction Contract in any subsequent proceeding, including but not limited to, the filing of a Government Code Claim or a court action.

A Bidder may not rely upon another Bidder's compliance with the requirements of this Policy. Any Bidder that does not independently comply with the requirements set forth herein shall be deemed to have waived any right to challenge, protest or contest the award of a Construction Contract.

The only exception to the mandatory requirements of this Policy arises when the specific bid documents that constitute the County's solicitation of bids for a particular Construction Contract expressly amend this Policy or state that this Policy shall not be applicable to that particular bid solicitation. In such event, the bid protest requirements shall be governed by the requirements set forth in those specific bid documents.

Nothing in this Policy affects the right of the County to reject all bids at any time prior to the award of a Construction Contract.

### 3.1 Definitions.

- 3.1.1 Bidder - The contractor submitting a bid in response to a County solicitation for bids on a Construction Contract.
- 3.1.2 Protestor - A Bidder who files a Protest in accordance with the provisions of this Policy.
- 3.1.3 Board – Board of Supervisors of the County of San Luis Obispo (hereinafter, also “County”).
- 3.1.4 Construction Contract - Any Construction Contract which is formally or informally advertised for bids in which the County of San Luis Obispo is, or will be, a party.
- 3.1.5 Protest – Any challenge, objection, or protest to the award of a Construction Contract to any Bidder.
- 3.1.6 Response – Any response to a Protest that is filed by an Interested Party in accordance with the provisions of this Policy.
- 3.1.7 Responsible Department - The County department, agency, or office responsible for the preparation of the bid documents for the Construction Contract and the administration of the Construction Contract.
- 3.1.8 Department Head - The person appointed to be the head of the Responsible Department, or that person designated by the Department Head to assume the powers, duties, and responsibilities conferred upon the Department Head under the terms of this Policy.
- 3.1.9 Initial Determination – A written notice by the Department Head that notifies a Bidder of the reasons why the Department Head believes that a bid is nonresponsive, or that a Bidder is not a responsible Bidder.
- 3.1.10 Interested Parties - For the purpose of this policy, Interested Parties are defined as:
  - 3.1.10.1 The Responsible Department and/or its Department Head.
  - 3.1.10.2 Any Bidder that filed a Protest or whose bid is the subject of an Initial Determination.
  - 3.1.10.3 Any Bidder whose eligibility for having the Construction Contract awarded to it as a responsible Bidder with the lowest responsive bid would be affected by the outcome of a Protest or Initial Determination.

### 3.2 Department Head's Independent Authority to Determine Bid Responsiveness and Bidder Responsibility.

- 3.2.1 Regardless of whether a Protest is submitted under this Policy, the Department Head is authorized to determine whether any bid is a responsive bid and whether any Bidder is a responsible Bidder. In the event the Department Head issues an Initial Determination, the Department Head shall provide the Interested Parties with written notice of the Initial Determination at least five (5) business days before the Department Head renders a final decision addressing the grounds stated in the Initial Determination. A final decision of the Department Head under this section 3.2 shall be the final decision of the County with no provision for reconsideration or appeal to the Board.
- 3.2.2 The Department Head need not issue an Initial Determination in order to make a final decision on whether a bid is a responsive bid or a Bidder is a responsible Bidder. A final decision can also be issued by the Department Head through the processing of a Protest pursuant to the procedures set forth in this Policy.
- 3.2.3 The Department Head reserves the right to amend or withdraw an Initial Determination at any time before the Department Head renders a final decision addressing the grounds stated in the Initial Determination. When an Initial Determination is withdrawn, it shall have the same effect as if the Initial Determination had never been made.

### 3.3 Basis for Protest.

- 3.3.1 Grounds for Protest – The grounds for a Protest may include any grounds a Protestor may have for contesting or challenging the award of a Construction Contract to any Bidder, including but not limited to the following grounds:
- 3.3.1.1 A Protestor objects to a Construction Contract being awarded to another Bidder on the grounds that the other Bidder's bid is nonresponsive.
- 3.3.1.2 A Protestor objects to a Construction Contract being awarded to another Bidder on the grounds that the other Bidder is not a responsible Bidder.
- 3.3.1.3 A Protestor objects to a Construction Contract being awarded to the Protestor on the grounds that the Protestor made a mistake in its bid that entitles the Protestor to be relieved of its bid under Public Contract Code Sections 5100 et seq.
- 3.3.1.4 A Protestor objects to a Department Head's Initial Determination issued under section 3.2.1 above.
- 3.3.2 Required Form of Protest - All Protests shall be made in writing, containing the information listed below, and shall be filed with the Responsible Department identified in the solicitation package. Protests shall contain the following information:
- 3.3.2.1 The name, address, telephone, facsimile numbers, and email address of the Protestor.

- 3.3.2.2 The signature of the Protestor or its representative.
- 3.3.2.3 The bid, solicitation and/or contract number.
- 3.3.2.4 The Protest must contain a complete statement of all grounds for the Protest, and must refer to the specific portion of the bid documents that are the basis of the Protest. The Protest must set forth all supporting facts and documentation. If Protester believes there are some facts relevant to its Protest that Protester cannot adequately present in writing, Protester must describe such facts in its Protest under the heading "Facts Requiring Oral Presentation", and state therein the reasons why the Bid Protester believes it cannot adequately present those facts through documentation.
- 3.3.2.5 All information establishing that the Protestor is a Bidder for the purpose of filing a Protest.
- 3.3.2.6 The form of relief requested.

#### 3.4 Protest Requirements and Procedure.

- 3.4.1 Standing to Protest - Protests shall be filed only by a Bidder.
- 3.4.2 Time for Filing a Protest:
  - 3.4.2.1 Except as provided in sections 3.4.2.2 and 3.4.2.3 below, all Protests must be submitted in writing to the Department Head before 5 p.m. PST of the sixth (6) business day following the date upon which the bids on the Construction Contract were opened.
  - 3.4.2.2 When a Protestor objects to a Construction Contract being awarded to the Protestor on the grounds that the Protestor made a mistake in its bid that entitles the Protestor to be relieved of its bid under Public Contract Code Sections 5100 et seq., the Protest must be submitted in writing to the Department Head before 5 p.m. PST of the fifth (5) business day following the date upon which the bids on the Construction Contract were opened pursuant to Public Contract Code Section 5103.
  - 3.4.2.3 When the Protestor objects to an Initial Determination made by the Department Head under section 3.2.1 above, the Protest must be submitted in writing to the Department Head before 5 p.m. PST of the fifth (5) business day following the date upon which the Initial Determination was first delivered to Protestor (either electronically or otherwise).
- 3.4.3 Written Responses of Interested Parties - If any Interested Party desires to respond to the Protest, the Response must be submitted in writing to the Department Head within five (5) business days of the date the Protest was first delivered to the Interested Party (either electronically or otherwise). If an Interested Party believes there are some facts relevant to its Response that the Interested Party cannot adequately present in writing, the Interested Party must describe such facts in its Response under the heading "Facts Requiring Oral Presentation", and state therein the reasons why the Interested Party believes it cannot adequately present those facts through documentation.

- 3.4.4 Proof of Transmittal - All Protests, Responses, and Replies shall include documentation evidencing that all Interested Parties were concurrently sent a complete copy of the respective Protest, Response or Reply in a manner that would provide all Interested Parties with a complete copy of the respective Protest, Response or Reply no later than one (1) business day after it was submitted to the Department Head. The means of transmission chosen must also provide the sending party a means of verifying the date and time the copy was received by each Interested Party. Transmission by email may be an acceptable means of transmittal.
- 3.4.5 No Ex Parte or Unilateral Communications on the Merits of a Protest - No Bidder shall have any written communications regarding the merits of a Protest with the Responsible Department or its Department Head that are not concurrently sent to all of the other Interested Parties. No Bidder shall have any oral communications regarding the merits of a Protest with the Responsible Department or its Department Head other than during an oral presentation properly noticed by the Department Head under this Policy.
- 3.4.6 Suspension of Process for Proposed Rejection of all Bids - At any time during the processing of a Protest, the Department Head may elect to indefinitely suspend any further processing of the Protest by providing written notice to all Interested Parties that the Department Head intends to recommend to the Board that all bids be rejected. All time deadlines provided in this Policy shall be tolled during any such suspension period. If the Board decides to not reject all bids, or if the Department Head otherwise decides to lift the suspension, the requirements of this Policy shall be reactivated upon the Department Head providing all Interested Parties with written notice thereof.

### 3.5 Summary Dismissal of Protest.

The Department Head may summarily dismiss a protest, or specific protest allegations, at any time that the Department Head determines that the Protest is untimely, frivolous, or without merit; is not submitted in the required form of Protest, as set forth above in section 3.3.2., "Required Form of Protest;" or is submitted by a non-Bidder. In such cases, a notice of summary dismissal will be furnished to the Interested Parties.

### 3.6 Decision by the Department Head Based on Written Submissions Only.

In reaching a decision on the merits of a Protest, the Department Head may consider relevant documentation submitted by the Protestor and any other Interested Party. If the Department Head wishes to have additional information submitted by the Protestor that was not included in the Protest or in any documentation from other Interested Parties, the Department Head will make a request specifying the information sought and time for submittal. Submissions of additional information that have not been specifically requested by the Department Head may not be considered at the Department Head's sole discretion. The Department Head need not conduct a "hearing" or consider oral testimony. The

Department Head will issue a written decision containing the basis of the decision. The decision shall be the final decision of the County with no provision for reconsideration or appeal to the Board except as provided in section 3.9 below.

### 3.7 Decision by the Department Head Following Oral Presentation.

3.7.1 The Department Head may, at his or her discretion, elect to provide an opportunity for the Protestor to make an oral presentation to the Department Head regarding the Protest. In such event, oral presentations shall be conducted in accordance with the following procedure:

- 3.7.1.1 Notice of Oral Presentation - The Department Head will set a date, time, and place for an oral presentation. Written notice will be sent to Interested Parties not less than five (5) business days in advance of the oral presentation unless it is agreeable to all parties that an earlier date be established. Continuances may be granted by the Department Head for good cause.
- 3.7.1.2 Guidelines for Oral Presentation - Oral presentations are informal in nature and shall be made by the Protestor or its authorized representative. The Department Head will determine how the oral presentations will be conducted and may set time limits for the presentation. The Department Head may request additional documentation or information prior to, during or after the oral presentation. Unless requested by the Department Head, additional documentation or information may not be accepted. Technical rules of evidence shall not apply. The Department Head may question Interested Parties or provide an opportunity for Interested Parties to make an oral presentation.
- 3.7.1.3 Record of Oral Presentation - Any Interested Party may request, and in the Department Head's sole discretion, the Department Head may allow recording of the presentation. If the Department Head allows the presentation to be recorded, the Interested Party requesting that the presentation be recorded must pay the cost of recording, including the costs to make and distribute copies of the recording to the Department Head and other Interested Parties. There shall be no cost to the County.
- 3.7.1.4 Decisions - The Department Head will issue a written decision within 30 calendar days of the oral presentation; however, the time for issuing the written decision may be extended by the Department Head. A copy of the decision will be furnished to the Interested Parties. The decision shall be the final decision of the County with no provision for reconsideration or appeal to the Board except as provided in section 3.9 below.

### 3.8 Effect on Contracts.

The failure of a County employee or department to comply with the provisions stated in this Board Policy shall in no way affect the validity of any Construction Contract entered into by the County.

3.9 Department Head Decisions on Protests Seeking Relief from a Bidder's Mistake under Public Contract Code Section 5103.

When a Protestor objects to a Construction Contract being awarded to the Bid Protester on the grounds that the Protestor made a mistake in its bid that entitles the Protestor to be relieved of its bid under Public Contract Code Sections 5100 et seq., a final decision of the Department Head that relieves the Protestor of its bid on the grounds of mistake must be approved by the Board before it can become a final decision of the County. Any other final decision of the Department Head regarding a Protestor's request to be relieved of its bid on the grounds of mistake under Public Contract Code Sections 5100 et seq., shall be the final decision of the County with no provision for reconsideration or appeal to the Board.

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**APPENDIX A.**  
**SURVEY MONUMENTS**

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**MICROSURFACING 2014/15 - VARIOUS ROADS - SURVEY MONUMENT REVIEW - 245R12B619**

(record survey monuments within area of pavement that may be covered by application of chip seal)

MAP BK/PG	MAP NO / NAME	MONUMENT DESCRIPTION	COMMENTS
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note: only monuments within the paved roadway are considered to be at risk - ROW or other monuments outside the roadway surface are not included in this inventory

**SITE 1**

**COUNTRY OAKS SUBDIVISION**

12-MB-52	TR 927-1	NONE	STREET MONS PER MAP, NONE FOUND OR DETECTED WITH METAL LOCATOR PER SITE VISIT BY CREW
15-MB-20	TR 927-2	NONE	STREET MONS PER MAP, NONE FOUND OR DETECTED WITH METAL LOCATOR PER SITE VISIT BY CREW

**SITE 2**

**SHILOH PLACE**

		8 MON WELLS	CONFIRMED IN GSV
--	--	-------------	------------------

**ORLEN LANE**

15-MB-21	TR 1234	1 WELL (CUL DE SAC) , & 1 IRON PIPE P 60' WLY OF PENDLETON LANE	CERT CORR 3576/895
----------	---------	---	--------------------

**PENDLETON LANE, Las Tablas Rd to Shiloh PI**

15-MB-21	TR 1234	6 WELLS	CONFIRMED IN GSV
18-MB-72	TR 2243	3 WELLS	CONFIRMED IN GSV

**LAS TABLAS RD Bethel to Booker**

15-MB-77	TR 1247	NONE	
15-MB-21	TR1234	1 WELL AT PENDLETON	CONFIRMED IN GSV
15-MB-32	TR 1628	1 WELL AT PUFFIN	CONFIRMED IN GSV

**HELGREN CT, LAS TABLAS Rd to end cul de sac**

15-MB-77	TR1247	WELL AT NLY RW X CL, 4 WELLS IN 90 CURVE, 2 REBARS IN CUL DE SAC	WELLS CONFIRMED IN GSV
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**PUFFIN WY, Las Tablas to Briarwood**

18-MB-03	TR 1905 1&2	4 WELLS	CONFIRMED IN GSV
15-MB-32	TR 1628	6 WELLS	CONFIRMED IN GSV

**TANANGER CT Puffin Way to Cul de Sac**

15-MB-32	TR 1628	4 WELLS	CONFIRMED IN GSV
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**IRONWOOD CT, Puffin Way to CDE**

18-MB-30	TR 1905 3&4	2 WELLS	CONFIRMED IN GSV
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**BRIARWOOD PL Burlwood to Sandlwood**

18-MB-30	TR 1905 3&4	1 WELL	CONFIRMED IN GSV
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**WILDWOOD**

18-MB-03	TR 1905 1&2	NONE	
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**SANDALWOOD**

18-MB-03	TR 1905 1&2	2 WELLS	CONFIRMED IN GSV
18-MB-30	TR 1905 3&4	2 WELLS	CONFIRMED IN GSV

**DONNELSON**

17-MB-49	TR 1979	3 WELLS	CONFIRMED IN GSV
12-MB-26	TR 1069	3 WELLS	CONFIRMED IN GSV

**RAINBOW CT**

17-MB-38	TR 1890	1 WELL AT CUL DE SAC END	CONFIRMED IN GSV
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**NEW WINE PL**

12-MB-07	TR 1093	2 (1- WELL, 1- SURFACE MON)	CL @ELY TR BDY NOT IN WELL, 77 '+/-WLY OF CulDeSac MON, SEE 44-PM-6
16-MB-39	TR 1836	1 WELL AT CUL DE SAC (EAST END)	

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**MICROSURFACING 2014/15 - VARIOUS ROADS - SURVEY MONUMENT REVIEW - 245R12B619**

(record survey monuments within area of pavement that may be covered by application of chip seal)

MAP BK/PG	MAP NO / NAME	MONUMENT DESCRIPTION	COMMENTS
-----------	---------------	----------------------	----------

note: only monuments within the paved roadway are considered to be at risk - ROW or other monuments outside the roadway surface are not included in this inventory

**SITE 3**

**SOUTHEAST CAYUCOS**

**RICHARD AVE, Obispo to Old Creek**

17 CR 100	3/4" IP AT STUART INT (SEE 26 CR 84)	
29 CR 90	MAG NAIL & TAG LS 5702 AT CL PROJ LTS 42/43 BL 78	
30 CR 64	NAIL&TAG LS 5702 ON 14' O/S LTS 38/39 BL 78	
26 CR 84	NAIL&TAG LS 5702 INT STUART	
27 CR 42	N&T LS 5702 CL AT BCR/ECR BTWN RICHARD/ORVILLE	

**SANTA BARBARA AVE, Orville to Obispo**

26 CR 84	REBAR LS 5702 INT STUART, SEE ALSO 23 CR 55	
23 CR 55	NAIL AT CL OPP NE COR LT 56 BL 79	
106 RS 18	N&T LS5702 INT OLD CREEK	

**ORVILLE AVE, Obispo to Old Creek**

23 CR 55	5/8 REBAR WITH CAP LS 5702 INT STUART	
23 CR 55	1.25 IP 0.2' DEEP INT HILDAGO, SEE 74 RS 40	
106 RS 18	N&T LS5702 INT OLD CREEK	
27 CR 108	REBAR LS 5702 INT OBISPO	

**OCEAN AVE, Obispo to Chaney**

68 RS 49	WELL MON AT INT NELY ROW OCEAN/ CL HILDAGO	4" below AC per 27 CR 108
31 CR 106	REBAR LS 5702 @ CL INT HAINES	
29 CR 38	FND REBAR LS 5702 AT INT WLY RW/CL EL SERENO	
29 CR 38	SET N&T LS 5702 AT INT WLY RW/CL DEL MAR	
11 CR 80	3/4 IP AT ROW INT CORONADO	

**OBISPO AVE, Richard to Ocean**

27 CR 42	N&T LS 5702 CL AT BCR/ECR BTWN ORVILLE/OCEAN	
----------	--	--

**SHEARER AVE, Hacienda to Chaney**

14 CR 97	1" IP LS 5702 AT INT CHANEY	
14 CR 97	1.25" IP LS 3877 AT INT HAINES, SEE ALSO 30 CR 56	
14 CR 86	NAIL IN PATCH W/1' SWING TIES AT CL PROJ LTS 11/12	
100 RS 51	2 - N&T LS 8006 AT CL PRJ LT 20 BL 14	
100 RS 51	FND NAIL PER 41 RS 18 , FND REBAR PER 11 CR 96 OPP LT 22	
CR 25 101	SET N&T (2) LS 5702 AT CL ON PROJ LT 10	
11 CR 96	SET REBAR LS 6192 CL SHEARER EC/BC	
24 RS 68	FD 1.25 IP EC/BC OPP LOT 49 BL 15	
100 RS 97	SET SPIKE & TAG LS 5702 AT INT HACIENDA	
17 CR 114	PK NAIL AT INT EL SERENO PER 71 RS 58	
103 RS 57	SET NAIL & WASHER LS 5702 AT INT CERRO GORDO	
13 LS 92	SPIKE AT CL AT INT PROJ SWLY LINE LT 43 LT BL 64, SEE 16 CR 83	

**DAVIES AVE, Adoree to Chaney**

14 CR 86	NAIL IN WASHER AT INT HAINES, NOW 1" IP PER 31 CR 106 AND 14 CR 97	
31 CR 106	see above	
14 CR 32	LS 6192 REBAR AT CL AT PROJ LTS 22/23 , NAIL AT INT THALBERG	

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**MICROSURFACING 2014/15 - VARIOUS ROADS - SURVEY MONUMENT REVIEW - 245R12B619**

(record survey monuments within area of pavement that may be covered by application of chip seal)

MAP BK/PG	MAP NO / NAME	MONUMENT DESCRIPTION	COMMENTS
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note: only monuments within the paved roadway are considered to be at risk - ROW or other monuments outside the roadway surface are not included in this inventory

**STUDIO DRIVE, North end to South end**

76 RS 54		MON PRESERVATION VARIOUS INTS EL SERENO TO <b>CODY</b>	
28 CR 12		(2) SET N&T LS 5702 @ <b>CL FLORES</b> , 1 @ <b>EL SERENO</b>	
25 RS 64		3/4 IP AT <b>EL SERENO</b> , IN WELL PER 92 RS 83	
12 CR 60		SPIKE AT <b>DEL MAR</b> , MON WELL AT <b>CORONADO</b> (see also 29 CR 38)	
29 CR 38		N&T LS 5702 INT <b>DEL MAR</b>	
27 CR 27		COTTON SPINDLE LS 5702 INT CL <b>BONITA</b> SEE 25 CR 62	
26 RS 46		FND SPIKES AT EC & BC, IRON PIPE SET AT PI, BTWN <b>BONITA</b> & <b>ACACIA</b>	
104 RS 64		MON WELL AT <b>ACACIA</b> INT	
70 RS 96		FND REBAR LS 3877 AT <b>MAYER</b> , FD REBAR LS 5139 N OF <b>THALBERG</b> (See RS 87/13)	
53 RS 52		REBAR W CAP RCE 18753 AT <b>NAGEL</b> (paper street) see 38/RS/28	

**SITE 4**

**WEST OF SAN LUIS OBISPO**

**VALLE VISTA**

9-MB-55	TR 502	14 CL MONS	AT SURFACE - NOT IN WELLS mons per CERT CORR 2151/OR/132, CONFIRMED BY SITE CHECK
---------	--------	------------	---

**ARROYO LANE**

9-MB-55	TR 502	1 CL MON	AT SURFACE, NOT IN WELL AT CUL DE SAC END
---------	--------	----------	---

**NASELLA LN**

24-MB-17	TR 2270	8 CL WELL MONS & 4 REBAR W CAP AT CL	
----------	---------	--------------------------------------	--

**LOVR Los Osos Cemetery to SLO City Limits**

		12 MON WELLS	PER PLAN DOC# 29948, 30027, 35295, 50190, 12+/- PER GSV
--	--	--------------	---

**SITE 5**

SLO Country Club area

**LOS RANCHOS, Hwy 227 to Sly end**

		NONE	no street monuments
--	--	------	---------------------

**Glenview Lane**

15 MB 91	TR 1616	3 CL WELLS	CONFIRMED IN GSV
----------	---------	------------	------------------

**Country Club Drive, Los Ranchos to End**

6 MB 22	TR 137	14 CL MONS	
---------	--------	------------	--

6 MB 89	TR 265	13 WELLS	
---------	--------	----------	--

**Club View Lane**

6 MB 22	TR 137	none	
---------	--------	------	--

**Marshall Way**

6 MB 22	TR 137	3 WELLS,	CONFIRMED IN GSV
---------	--------	----------	------------------

**Gallant PI**

6 MB 22	TR 137	3 WELLS	CONFIRMED IN GSV
---------	--------	---------	------------------

**Gary PI**

6 MB 22	TR 137	3 WELLS	CONFIRMED IN GSV
---------	--------	---------	------------------

**Joan PI**

6 MB 22	TR 137	4 WELLS	CONFIRMED IN GSV
---------	--------	---------	------------------

**Kathy Ct**

6 MB 22	TR 137	1 WELL	CONFIRMED IN GSV
---------	--------	--------	------------------

**Charles Dr**

6 MB 22	TR 137	11 WELLS	CONFIRMED IN GSV
---------	--------	----------	------------------

**Lewis Ln**

9 MB 43	TR 486	4 WELLS	CONFIRMED IN GSV
---------	--------	---------	------------------

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**MICROSURFACING 2014/15 - VARIOUS ROADS - SURVEY MONUMENT REVIEW - 245R12B619**

*(record survey monuments within area of pavement that may be covered by application of chip seal)*

MAP BK/PG	MAP NO / NAME	MONUMENT DESCRIPTION	COMMENTS
note: only monuments within the paved roadway are considered to be at risk - ROW or other monuments outside the roadway surface are not included in this inventory			
<b>Madbury Ct</b>			
11-MB-68	TR 906	3 WELLS	CONFIRMED IN GSV
15-MB-22	TR 1625	NONE	(FND WELLS PER TR 906) CERT CORR 3370/464
<b>White Oak Ln</b>			
9-MB-42	486-U3	3 WELLS	CONFIRMED IN GSV
<b>Countryside Ln</b>			
9-MB-42	486-U3	1 WELL	CONFIRMED IN GSV
<b>Alta Mira Lane</b>			
41-RS-3		NONE	
9-MB-23	486-U2	NONE	
<b>Peters Pl</b>			
6 MB 22	TR 137	NONE	
<b>Tank Farm Rd, Wly City Limits to Ely City Limits</b>			
		NONE	

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**APPENDIX B.**  
**STANDARD PLANS**

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DIST COUNTY ROUTE TOTAL PROJECT SHEET NO. SHEETS

REGISTERED CIVIL ENGINEER

PROFESSIONAL ENGINEER

W. Edwards

NO. C18386

EXPIRES 6-30-06

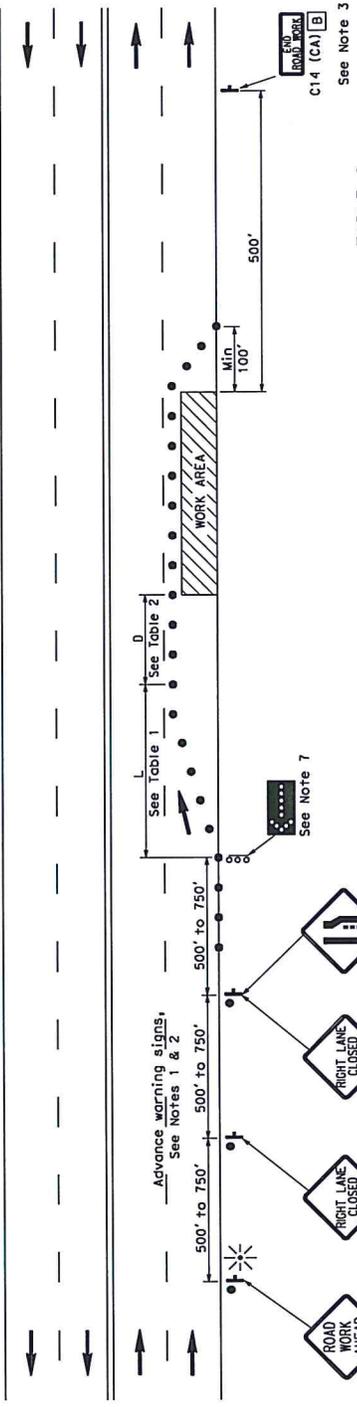
PLANS APPROVAL DATE

MOY 1, 2006

The State of California or its officers or employees shall not be held liable for consequences or electronic copies of this plan or plan.

To go to the Caltrans web site, go to: <http://www.dot.ca.gov>

TYPICAL LANE CLOSURE



NOTES:

Unless otherwise specified in the special provisions, all temporary warning signs shall have black legends on orange background. California code are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.

LEGEND

- Traffic Cone
- ⊥ Temporary Sign
- Direction of Travel
- Flashing Arrow Sign (FAS)
- FAS Support or Trailer
- ☆ Portable Flashing Beacon

SIGN PANEL SIZE (Min)

- A 36" x 36"
- B 36" x 18"

TABLE 2

Approach Speed mph	Minimum D ft	Downgrade Minimum D *		
		-3%	-6%	-9%
25 and below	155	158	165	173
30	200	205	215	227
35	250	257	271	287
40	305	315	333	354
45	360	378	400	427
Over 50	425	446	474	507

\* Use on sustained downgrade steeper than -3 percent and longer than 1 mile.

TABLE 1

Approach Speed mph	* Minimum L ft	** Max spacing along taper ft
20 and below	80	20
25	125	25
30	180	30
35	245	35
40	320	40
45	540	45
50	600	50

\* Use L for lane widths less than or equal to 12'.  
\*\* See Note 8.

NOTES:

1. Where approach speeds are low, advance warning signs shall be placed at 300' spacing and placed closer in urban areas.
2. Each advance warning sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 6" x 6" and fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
3. A C14 (CA) "END ROAD WORK" sign, as appropriate, shall be placed at the end of the lane closure unless the end of work area is obvious, or ends within a larger project's limits.
4. If the W20-1 sign would follow within 2000' of a stationary W20-1 or C11 (CA) "ROAD WORK NEXT MILES", use a C20 (CA) sign for the first advance warning sign.
5. All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands (or sleeves) as specified in the specifications.
6. Portable delineators, placed at one-half the spacing indicated for traffic cones, may be used instead of cones for daytime closures only.
7. Flashing arrow sign shall be either Type I or Type II.
8. The maximum spacing between cones along a taper shall be 50' and along a taper shall be approximately as shown in Table 1.
9. For approach speeds over 50 mph, use the "Traffic Control System for Lane Closure On Freeways And Expressways" plan for lane closure details and requirements.
10. When specified in the special provisions, a place of the C20 (CA) "RIGHT LANE CLOSED AHEAD" sign.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL SYSTEM  
FOR LANE CLOSURE ON  
MULTILANE CONVENTIONAL  
HIGHWAYS**

NO SCALE

T11

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DIST COUNTY ROUTE POST MILES TOTAL SHEET NO. SHEETS  
 REGISTERED CIVIL ENGINEER  
 MAY 1, 2006  
 PLANS APPROVAL DATE  
 The State of California or its officers or agents shall not be responsible for the accuracy, completeness or absence of notice of this plan.  
 To get to the Caltrans web site, go to: [Nhpz/Amend/tdspg](http://Nhpz/Amend/tdspg)

TABLE 2

Approach Speed	Minimum D	Downgrade Minimum D *		
		-3%	-6%	-9%
25 and below	155	158	165	173
30	200	205	215	227
35	250	257	271	287
40	305	315	333	354
45	360	378	400	427
Over 50	425	446	474	507

\* Use on sustained downgrade steeper than -3 percent and longer than 1 mile.

TABLE 1

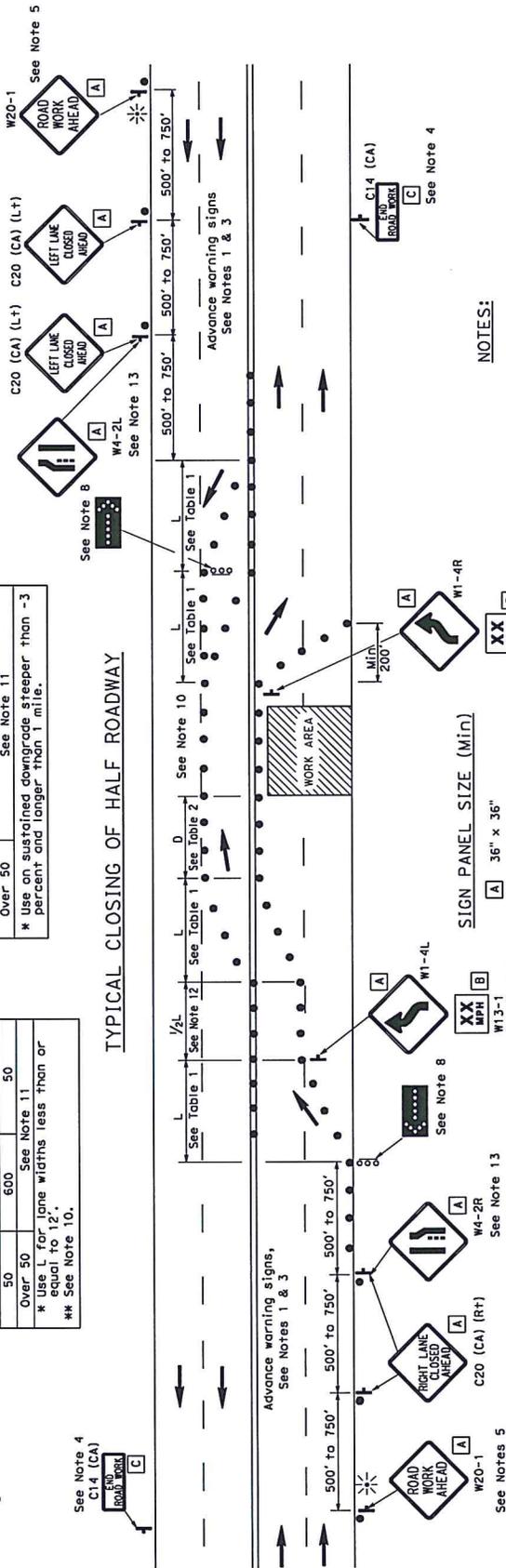
Approach Speed	* Minimum L	** Max spacing of cones along taper
20 and below	80	20
25	125	25
30	180	30
35	245	35
40	320	40
45	540	45
Over 50	600	50

\* Use L for lane widths less than or equal to 12'.  
\*\* See Note 10.

LEGEND

- Traffic Cone
- ↑ Temporary Sign
- Direction of Travel
- Flashing Arrow Sign (FAS)
- FAS Support or Trailer
- Portable Flashing Beacon

TYPICAL CLOSING OF HALF ROADWAY



NOTES:

1. Where approach speeds are low, advance warning signs may be placed at 300' spacing and placed closer in urban areas.
2. At least one person shall be assigned to provide full lane maintenance or traffic control services the Engineer.
3. Each advance warning sign in each direction of travel shall be equipped with at least two flags 16" x 16" in size. The flags shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
4. A C14 (CA) "END ROAD WORK" sign, as appropriate, shall be placed at the end of the lane closure unless the end of work area is obvious, or ends within a larger project's limits.
5. If the W20-1 sign would follow within 2000' of a stationary W20-1 or C11 (CA) "ROAD WORK NEXT MILES", use a C20 (CA) sign for the first advance warning sign.
6. All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands (or sleeves) as specified in the specifications.
7. Portable delineators, placed at one-half the spacing of cones, may be used instead of cones for daytime closures only.
8. Flashing arrow signs shall be either Type I or Type II.
9. Advisory speed will be determined by the Engineer. The W13-1 Sign will not be required when advisory speed is more than the posted or maximum speed limit.
10. The maximum spacing between cones along a tangent shall be 50' and along a taper shall be approximately as shown in Table 1.
11. For approach speeds over 50 mph use the "Traffic Control System For Lane Closure On Freeways And Expressways" plan for lane closure details and requirements.
12. Unless otherwise specified in the special provisions, the spacing between the two (L) lane closure tapers shall be used.
13. "Lane Ends" symbol sign is to be used in place of the C20 (CA) "RIGHT (LEFT) LANE CLOSED AHEAD" sign.

SIGN PANEL SIZE (Min)

- A 36" x 36"
- B 24" x 24"
- C 36" x 18"

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM  
FOR LANE CLOSURE ON  
MULTILANE CONVENTIONAL  
HIGHWAYS

NO SCALE

T12

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**APPENDIX C.**

**WORK LOCATION SCHEDULE**

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2014 Pavement Surface Treatment												
Various County Road												
Contract No. 245R12B619												
ESTIMATED QUANTITIES - MICRO-SURFACING												
Weight												
Road	From	To	Average Length	Paved Width	Area	Micro-surfacing	Fog Seal	Dikes, etc.	Remove Painted	Remove Painted	Remove Pavement	
			(LF)	(LF)	(SY)	(Type II)	Length	Area	Weight	Striping	Markings	Markers
						(Tons)	(LF)	(SY)	(Tons)	(LF)	(SF)	(EA)
					Spread rate ---->	16		0.05	240.00			
						Lb/SY		Gal/SY	Gal/Ton			
<b>Site 1 - Country Oaks Subdivision</b>												
Golden Meadow Drive	Theatre Drive	Fir Tree Way	1,925	33	7,058	56	-	-	-	-	36	-
Fir Tree Way	Golden Meadow Dr	Amber Dr	295	33	1,082	9	-	-	-	-	-	-
Amber Court	Fir Tree Way	Cul-de-sac	930	33	3,410	27	-	-	-	-	-	-
Birchwood Circle	Golden Meadow Dr	Cul-de-sac	127	36	508	4	-	-	-	-	-	-
Oak Knoll Drive	Amber Dr	Golden Meadow Dr.	1,256	34	4,745	38	-	-	-	-	-	-
Sprucewood Court	Golden Meadow Dr	Cul-de-sac	130	34	491	4	-	-	-	-	-	-
Beechwood Court	Golden Meadow Dr	Cul-de-sac	120	37	493	4	-	-	-	-	-	-
		<b>Subtotals</b>	<b>4,783</b>		<b>17,787</b>	<b>142</b>	-	-	-	-	<b>36</b>	-
			0.91	Miles								

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2014 Pavement Surface Treatment																							
Various County Road																							
Contract No. 245R12B619																							
ESTIMATED QUANTITIES - MICRO-SURFACING																							
													Weight										
Road	From	To	Length	Average Width	Paved Area	Micro-surfacing	Fog Seal	Dikes, etc.		Remove Painted	Remove Painted	Remove Pavement											
			(LF)	(LF)	(SY)	(Type II)	Length	Area	Weight	Striping	Markings	Markers											
						(Tons)	(LF)	(SY)	(Tons)	(LF)	(SF)	(EA)											
						Spread rate ---->	16	0.05	240.00														
						Lb/SY		Gal/SY	Gal/Ton														
<b>Site 2 - West Templeton</b>																							
Shiloh Place	Bethel	West end	1,479	26	4,273	34	1,932	258	0.05	-	36	-											
Orien Lane	Pendleton Ln	West end	640	26	1,849	15	1,200	160	0.03	-	-	-											
Pendleton Lane	Shiloh Pl	Las Tablas Road	1,122	26	3,241	26	2,100	280	0.06	-	36	-											
Las Tablas Road	Bethel	Booker	5,978	25	16,606	133	50	7	0.00	11,956	89	-											
Helgren Court	Las Tablas Road	Cul-de-sac	565	19	1,193	10	-	-	-	-	36	-											
Puffin Way	Las Tablas Road	Briarwood Place	1,620	27	4,860	39	1,982	264	0.06	-	125	-											
Tanager Court	Puffin Way	Cul-de-sac	434	26	1,254	10	800	107	0.02	-	-	-											
Ironwood Place	Puffin Way	Cul-de-sac	890	25	2,472	20	850	113	0.02	-	-	-											
Briarwood Place	Burlwood Lane	Sandalwood Lane	1,440	23	3,680	29	-	-	-	-	-	-											
Wildwood Drive	Bethel	Briarwood Place	275	26	794	6	-	-	-	-	36	-											
Sandalwood Drive	Burlwood Lane	Briarwood Place	1,105	24	2,947	24	-	-	-	-	-	-											
Hopkins Street	Sandalwood Lane	South end	731	20	1,624	13	-	-	-	-	-	-											
Burlwood Lane	Sandalwood Lane	Cul-de-sac	892	27	2,676	21	-	-	-	-	-	-											
Donnelson Place	Bethel	West end	1,671	31	5,756	46	-	-	-	-	36	-											
<b>Subtotals</b>			18,842		53,224	<b>426</b>	8,914	1,189	<b>0.25</b>	<b>11,956</b>	<b>394</b>	-											
			3.57	Miles																			

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2014 Pavement Surface Treatment												
Various County Road												
Contract No. 245R12B619												
ESTIMATED QUANTITIES - MICRO-SURFACING												
Weight												
Road	From	To	Length	Average Width	Paved Area	Micro-surfacing (Type II)	Fog Seal	Dikes, etc.	Remove Painted	Remove Painted	Remove Pavement	
			(LF)	(LF)	(SY)	(Tons)	(LF)	(SY)	(LF)	(SF)	(EA)	
Spread rate ---->						16	0.05	240.00	Striping (LF)	Markings (SF)	Markers (EA)	
						Lb/SY	Gal/SY	Gal/Ton				
<b>Site 3 - South Cayucos</b>												
Richard Avenue	Obispo Avenue	Old Creek Road	1,977	17	3,734	30	-	-	-	-	36	-
Santa Barbara Avenue	Orville Avenue	Old Creek Road	1,682	20	3,738	30	-	-	-	-	108	-
Orville Avenue	Obispo Avenue	Old Creek Road	2,005	23	5,124	41	-	-	-	-	108	-
Ocean Blvd	Obispo Avenue	Chaney Avenue	5,100	33	18,700	150	-	-	-	-	45	-
Hidalgo Avenue	Ocean Avenue	Orville Avenue	208	20	462	4	-	-	-	-	36	-
Stuart Avenue	Ocean Avenue	East end	977	21	2,280	18	-	-	-	-	36	-
Shearer Avenue	Hacienda Drive	Chaney Avenue	2,635	23	6,734	54	-	-	-	-	90	-
Davies Avenue	Adoree Avenue	Chaney Avenue	739	23	1,889	15	-	-	-	-	-	-
Hacienda Drive	Ocean Avenue	East end	1,271	23	3,248	26	-	-	-	-	36	-
Cerro Gordo	Shearer	East end	264	20	587	5	-	-	-	-	-	-
El Sereno	West end	Shearer	324	20	720	6	-	-	-	-	36	-
Del Mar	West end	Shearer	158	33	579	5	-	-	-	-	36	-
Thalberg	Ocean Avenue	Shearer	166	22	406	3	-	-	-	-	36	-
Adoree	Shearer	East end	313	21	730	6	-	-	-	-	-	-
Haines Avenue	Ocean Avenue	Davies Avenue	390	22	953	8	-	-	-	-	36	-
Chaney Avenue	Davies Avenue	East end	549	20	1,220	10	-	-	-	-	-	-
Chaney Avenue	Ocean Avenue	Shearer	235	24	627	5	-	-	-	-	56	-
Obispo Ave.	Ocean Avenue	Richard Avenue	375	20	833	7	-	-	-	-	36	-
Studio Drive	North end	South end	5,910	26	17,073	137	-	-	-	-	159	-
Gracia	Studio Drive	East end	209	24	557	4	-	-	-	-	-	-
<b>Subtotals</b>			25,487		70,195	562	-	-	-	-	890	-
			4.83	Miles								

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2014 Pavement Surface Treatment												
Various County Road												
Contract No. 245R12B619												
ESTIMATED QUANTITIES - MICRO-SURFACING												
Road	From	To	Length	Average Width	Paved Area	Weight Micro-surfacing (Type II)	Fog Seal Length	Dikes, etc. Area	Weight	Remove Painted	Remove Painted	Remove Pavement
			(LF)	(LF)	(SY)	(Tons)	(LF)	(SY)	(Tons)	Striping (LF)	Markings (SF)	Markers (EA)
					Spread rate ---->	16 Lb/SY		0.05 Gal/SY	240.00 Gal/Ton			
<b>Site 4 - San Luis Obispo Area Arterial Roads</b>												
Los Osos Valley Road	Clark Valley Road	SLO City Limits	32,539	47	169,926	1,359	-	-	-	130,156	1,786	-
Foothill Blvd.	Los Osos Valley Road	SLO City Limits	9,575	48	51,067	409	-	-	-	38,300	483	-
Tank Farm Road	SLO City Limit East	SLO City Limits West	4,118	45	20,590	165	-	-	-	-	-	-
		<b>Subtotals</b>	46,232		241,583	<b>1,933</b>	-	-	-	168,456	2,269	-
			8.76	Miles								
ESTIMATED QUANTITIES - REPAIR WHEEL PATH DEPRESSION												
Road	From	To	Length	Average Width	Paved Area	Weight Micro-surfacing (Type II)	Fog Seal Length	Dikes, etc. Area	Weight	Remove Painted	Remove Painted	Remove Pavement
			(LF)	(LF)	(SY)	(Tons)	(LF)	(SY)	(Tons)	Striping (LF)	Markings (SF)	Markers (EA)
					Spread rate ---->	16 Lb/SY						
Los Osos Valley Road	Clark Valley Road	SLO City Limits	5,000	3	1,667	13						
		<b>Subtotals</b>	5,000		1,667	<b>13</b>						
			0.95	Miles								

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2014 Pavement Surface Treatment												
Various County Road												
Contract No. 245R12B619												
ESTIMATED QUANTITIES - MICRO-SURFACING												
Weight												
Road	From	To	Length	Average Width	Paved Area	Micro-surfacing (Type II)	Fog Seal Length	Dikes, etc. Area	Weight	Remove Painted	Remove Painted	Remove Pavement
			(LF)	(LF)	(SY)	(Tons)	(LF)	(SY)	(Tons)	Striping (LF)	Markings (SF)	Markers (EA)
					Spread rate ---->	16 Lb/SY		0.05 Gal/SY	240.00 Gal/Ton			
<b>Site 5 - San Luis Obispo Residential Roads</b>												
Los Ranchos Road	SR-227	South end	4,805	30	16,017	128	50	7	0.00	13,520	380	-
Glenview Lane	Los Ranchos Road	South end	447	33	1,639	13	-	-	-	-	36	-
Country Club Drive	Los Ranchos Road	End	6,320	38	26,684	213	432	58	0.01	-	223	-
Club View Lane	Country Club Drive	End	158	37	650	5	270	36	0.01	-	-	-
Marshall Way	Country Club Drive	Charles Lane	422	37	1,735	14	842	112	0.02	-	-	-
Glennheim Court	Country Club Drive	End	115	34	434	3	-	-	-	-	-	-
Anneford Circle	Country Club Drive	End	137	38	578	5	-	-	-	-	-	-
Gallant Place	Charles Lane	End	158	34	597	5	165	22	0.00	-	-	-
Gary Place	Charles Lane	End	370	33	1,357	11	356	47	0.01	-	-	-
Joan Place	Charles Lane	End	581	31	2,001	16	563	75	0.02	-	-	-
Kathy Court	Charles Lane	End	158	37	650	5	322	43	0.01	-	-	-
Charles Lane	Lewis Lane	End	1,267	36	5,068	41	2,478	330	0.07	-	-	-
Lewis Lane	Country Club Drive	End	2,693	37	11,071	89	-	-	-	-	71	-
Madbury Court	Lewis Lane	End	898	33	3,293	26	-	-	-	-	-	-
White Oak Lane	Country Club Drive	Countryside Lane	313	38	1,322	11	-	-	-	-	-	-
Countryside Lane	White Oak Lane	End	645	33	2,365	19	-	-	-	-	-	-
Alta Mira Lane	Country Club Drive	End	2,660	26	7,684	61	-	-	-	-	-	-
Peters Place	Charles Lane	End	158	36	632	5	-	-	-	-	-	-
Valle Vista	Los Osos Valley Road	West end	4,714	27	14,142	113	4,000	533	0.11	-	-	-
Arroyo Lane	Valle Vista	North end	270	26	780	6	540	72	0.02	-	-	-
Nasella Lane	Valle Vista	South end	2,587	26	7,474	60	3,587	478	0.10	-	-	-
Via Laguna Vista	Valle Vista	Diablo	4,330	23	11,066	89	3,845	513	0.11	-	36	-
		<b>Subtotals</b>	34,206		117,238	938	17,450	2,327	0.48	13,520	746	-
			6.48	Miles								
		<b>Grand Total</b>	129,550		500,027	4,000	26,364	3,515	0.73	193,932	4,334	-
			24.54	Miles								

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**APPENDIX D**

**CALTRANS ENCROACHMENT PERMIT**

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## Memorandum

To: Paul Matsuyama - Permit Office

Date: December 30, 2013

File: Permit #0513 NTK 0635  
05-SLO-VAR



Steven A. Senet

From : **DEPARTMENT OF TRANSPORTATION  
ENCROACHMENT PERMIT OFFICE**

Subject: Permit Inspection

You have been assigned as inspector for the attached permit. Only time spent on actual inspection, excluding supervision, should be shown on your time sheet. Pre-job meetings should be charged against the permit. This charge should be limited to one person. The permittee is normally to do his work during your regular working hours, so only rarely should overtime be charged to permits.

Your time sheet should correspond to the following information:

	PROJECT CODE	PHASE	REPORTING CODE	SUB OBJECT
Inspection & Testing	0000001155	N	705130635	037
Field Work	0000001154	N	705130635	037
Travel Time	0000001163	N	-	037

**Please report any inspection hours on the ENCROACHMENT PERMIT REPORT form provided and fill out and sign the attached COMPLETION NOTICE as soon as the work is satisfactorily completed, or upon expiration of the permit. It is advisable to contact the Permittee if there is a possibility that the work is incomplete and the Permittee has allowed the permit to expire.**

Reporting "ZERO" inspection hours may imply that the project was not inspected and could lead to legal complications in the future. In this case a notation should also be made on the ENCROACHMENT PERMIT REPORT regarding the state of the encroachment.

**DEPARTMENT OF TRANSPORTATION**

ENCROACHMENT PERMIT OFFICE  
50 HIGUERA STREET  
SAN LUIS OBISPO, CA 93401-5415  
PHONE (805) 549-3152  
FAX (805) 549-3062  
TTY 711  
<http://www.dot.ca.gov/dist05>



*Flex your power!  
Be energy efficient!*

December 30, 2013

05-SLO-VAR  
0513 NTK 0635

County of San Luis Obispo, Public Works  
Attn: Mr. Genaro Diaz  
Room 206, County Government Center  
San Luis Obispo, CA 93408

Dear Mr. Diaz:

Attached is your approved encroachment permit. **DO NOT BEGIN WORK UNTIL YOU HAVE FIRST READ THE PERMIT CAREFULLY AND COMPLETELY, AND CONTACTED THE STATE INSPECTOR LISTED ON YOUR PERMIT.**

**This permit is a legal and binding contract once work on it has begun.** You are subject to the provisions contained in the permit and in the attached Encroachment Permit General Provisions. If there is any question regarding interpretation of any detail in the permit or the General Provisions, you may contact the inspector listed on your permit or our office at (805) 549-3152. Thank you in advance for your cooperation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steven A. Senet".

Steven A. Senet  
District Encroachment Permit Engineer

**PROGRESS BILLING/ PERMIT CLOSURE**

TR-0129 (REV. 02/2009)

UNIT NUMBER <b>1245</b>	PERMIT NUMBER <b>0513 NTK 0635</b>
DIST/CO/RTE/PM <b>05-SLO-VAR</b>	

WORK ORDER/REFERENCE NUMBER	RELATED PERMITS
-----------------------------	-----------------

PERMITEE NAME  
**County of San Luis Obispo, Public Works**

DESCRIPTION OF WORK  
Install and maintain temporary construction area signs on various State highways in conjunction with maintenance and construction projects on local roadways; in the County of

INSPECTOR'S COMMENTS

ACTUAL INSPECTION HOURS BY	PERMIT INSPECTOR Paul Matsuyama	CONSTRUCTION R.E.	OTHER CALTRANS UNITS
----------------------------	---------------------------------	-------------------	----------------------

Completion Notice. To the best of my knowledge all work has been completed on (date) \_\_\_\_\_ in compliance with this permit.

Y  N  N/A Required final project completion records for structures.  Y  N  N/A Structure As-Built plans

Y  N  N/A Required final project completion records for roadway.  Y  N  N/A Roadway As-Built plans

Progress Bill  Quarter No.: \_\_\_\_\_

Permit Cancelled

Work is not complete (explain) \_\_\_\_\_

INSPECTOR'S SIGNATURE	DATE
-----------------------	------

**FOR PERMIT OFFICE USE**

FINAL BILL  RELEASE CASH DEPOSIT  PERFORMANCE BOND ATTACHED

PROGRESS BILL  OTHER

ACTUAL HOURS (NOT FOR BILLING)	BILLING / REFUND INFORMATION
Review Hours	FEE TYPE: <input type="checkbox"/> SF <input checked="" type="checkbox"/> AX
Inspection Hours	Review Hours @ \$ 0.00 = \$ 0.00
Field Work Hours	Inspection Hours @ \$ 0.00 = \$
COMMENTS:	Field work Hours @ \$ 0.00 = \$
	Equipment / Materials = \$
	<b>TOTAL FEES = \$</b> <input type="text"/>
	FEE DEPOSIT PAID ON (Date) \$
	<input type="checkbox"/> Cash <input type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Check (Check No.)
	FEE DEPOSIT PAID ON (Date) \$
	<input type="checkbox"/> Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> Check (Check No.)
	<b>TOTAL DEPOSITS = \$</b> <input type="text"/>
	<input type="checkbox"/> Final Bill <input type="checkbox"/> <b>BALANCE DUE</b> \$
	<input type="checkbox"/> Progress Bill <input type="checkbox"/> <b>REFUND</b> \$
COPIES TO:	<b>EXEMPT</b>
<input type="checkbox"/> Accounts Receivable (Billing / Refund)	REFUND OF CASH DEPOSIT IN LIEU OF BOND \$
<input type="checkbox"/> Local Agency (Agreement Work)	CASH DEPOSIT PAID ON (Date)
<input type="checkbox"/> Maintenance	<input type="checkbox"/> Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> Check (Check No.)

NAME AND ADDRESS TO BE USED FOR BILLING/REFUND  
County of San Luis Obispo, Public Works Room 206, County Government Center, San Luis Obispo, CA 93408

PERMIT ENGINEER for Steven A. Senet	PHONE NUMBER (805) 549-3206	DATE
--	--------------------------------	------

**NOTICE OF MATERIALS TO BE USED  
 INSTRUCTIONS TO PERMITTEE/CONTRACTOR**

Section 6 of the *State Standard Specifications* states that, "the Contractor shall furnish the Engineer/Caltrans Permit Inspector a list of the Contractor's sources of materials and the location at which those materials will be available for inspection."

In order to avoid delay in approval of materials, the Department of Transportation must receive, in a timely manner, your faxed Form CEM-3101, "Notice of Materials to Be Used." When filing your Form CEM-3101, please comply with the following instructions:

1. The Contract Number/Permit Number and job limits should be the same as they appear on the special provisions/encroachment permit.
2. The column headed "Contract Bid Item Number" refers to the sequential item number of the contract, if applicable.
3. The column headed "Item Code" refers to the number for which the material is to be used, if applicable. It is a six digit number.
4. The column headed "Contract Item Description" refers to an item description of the material as described in the special provisions.
5. The columns headed "Item Component" and "Item Sub-component" refer to the specific description of material to be used, not necessarily the name of the contract item.

For Example:

<b>Contract Bid Item Number</b>	<b>Item Code</b>	<b>Contract Item Description</b>	<b>Item Component</b>	<b>Item Sub-Component</b>
		Bar Reinforcing steel	Coupler (service splice)	Service Splice, CJP welded

6. The column headed "Manufacturer/Provider" refers to the manufacturer/fabricator of the item and the supplier/vendor of the item. List the name and address of the Manufacturer/Fabricator. Also, list the name and address of the location where inspection will occur, if different from the Manufacturer/Fabricator.
7. Form CEM-3101, "Notice of Materials to Be Used," must be faxed to (916) 227-7084, Attn: Materials Administrator or postal mail to: Material Engineering and Testing Services, 5900 Folsom Blvd., Sacramento, CA 95819.

If the sources of materials are not known at the beginning of a contract, submit a Form CEM-3101, "Notice of Materials to Be Used," for a given bid item as soon as a provider is known. Multiple submittals may be necessary. Resubmit a Form CEM-3101, "Notice of Materials to Be Used," for all changes or revisions.

When placing orders for materials that require inspection prior to shipment, be sure to indicate on your request form that state inspection is required before shipment.



## DISTRICT 5 NOTIFICATION REQUIREMENTS

The following provisions shall apply to all permit work requiring temporary lane closures or traffic detours:

### Temporary Lane Closures

Notification of temporary lane closures or traffic detours shall be given to the State Inspector for his approval using copies of the attached form entitled, **WEEKLY TRAFFIC UPDATE**. Notification shall be submitted to the State Inspector by 12:00 PM (noon) Tuesday, prior to the week of the proposed closure or detour. Notifications submitted after the aforementioned deadline cannot be approved for the upcoming week. **All traffic control requiring the temporary closure of lanes or detour of traffic shall be approved in advance by the State Inspector.**

### Ramp Closures

Seven days prior to an approved ramp closure, advance notice shall be posted at the ramp entrance using sign detail SC6. In addition, an SC8 sign shall be posted at the preceding ramp the day of the closure unless otherwise approved by the State representative.

### Special Notifications

If construction activities such as road closures or traffic detours may result in significant traffic congestion, Permittee shall be responsible for coordinating advance notification to local newspapers, television and radio stations, and emergency response providers with both the State Inspector and the Caltrans Public Information Officer, telephone (805) 549-3237. Public notice may include press releases and/or traffic signing.

Permittee shall complete and submit the attached form entitled **PUBLIC AFFAIRS PROJECT NOTIFICATION** to the Caltrans Public Affairs Office prior to 12:00 PM (noon) the Wednesday prior to the approved closure or event. Additional information or clarification may be required in the form of a written description of the activities in a format that is suitable for a press release. The form may be delivered by fax to (805) 549-3638.

### Caltrans Required Lane Closure Reporting

In order to provide timely and accurate notifications to the Caltrans District 5 Traffic Management Center, Permittee or Permittee's contractor must notify the State Inspector immediately **prior** to a lane/ramp closure, **after** closure when all traffic controls have been removed with lane/ramp opened to traffic, and **prior** to an approved scheduled closure that has been cancelled.

### Horizontal and Vertical Requirements for Extra-Legal Load Vehicles

Permittee shall provide written notification to the Caltrans Permit Inspector or Caltrans Representative, of proposed horizontal or vertical lane restrictions which will affect extra-legal loads up to 16' wide and 18' high, or ramp closures/reopenings that may affect extra-legal loads traveling through the project area. Said notification shall be delivered to the inspector no fewer than sixteen days prior to proposed change. Permittee shall immediately notify the Caltrans Permit Inspector or Caltrans Representative as soon as the restriction is no longer present.



## WEEKLY TRAFFIC UPDATE

### PERMITS

For the Week of: \_\_\_\_\_

Please send this form to your designated **PERMIT INSPECTOR** each week if you will be performing work that will impact traffic (lane closures, ramp closures, traffic control, etc.)

**Weekly Traffic Updates must be received by Tuesday 12:00 PM (noon) the week prior to the requested date(s) of the planned traffic control. Failure to meet the deadline may result in the denial of the requested traffic control.**

The State Permit Inspector may also require changes to the requested traffic control prior to its approval.

We appreciate your cooperation. These updates need to be done in a timely manner in order to provide information to the traveling public we serve. THANKS!!!!

DATE	TIME (begin / end)	Location – Cross Streets, County Route, and Post Mile (from / to)	Impact on Traffic (Description)	Reason

Send or fax to: **Your PERMIT INSPECTOR - Paul Matsuyama, Fax #: (805) 549-3062**

Your Name: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Company/Dept.: \_\_\_\_\_

PERMIT #: **0513 NTK 0635**

## PUBLIC AFFAIRS PROJECT NOTIFICATION

This Project Notification should be faxed to Public Affairs as early as possible prior to beginning any construction or maintenance project. Please fill out this form as thoroughly as possible.

TO: PUBLIC AFFAIRS PHONE: (805) 549-3237  
(805) 549-3138

ATTN: Susana Cruz FAX: (805) 549-3326  
Jim Shivers

E.A OR PERMIT NUMBER: **0513 NTK 0635**

COUNTY, ROUTE & POSTMILE: **05-SLO--**

PROJECT LIMITS (location in miles, distance from nearest landmarks or cities, etc.):

PROJECT DESCRIPTION AND PURPOSE FOR PROJECT:

RE/SUPV: PHONE: FAX:  
CONTRACTOR: FROM (CITY):

CONTRACT BID AMOUNT:

ANTICIPATED DATE TO \*BEGIN CONSTRUCTION:

ALLOTTED WORKING DAYS:

ANTICIPATED \*COMPLETION DATE:

ANTICIPATED TRAFFIC CONTROL & **HOURS OF CLOSURE:**

ANTICIPATED TRAFFIC DELAYS:

COMMENTS: (What else does the public need to know? Diagrams, maps also helpful.)

\*Please let Public Affairs know of changes in Startup or Completion dates.

**ENCROACHMENT PERMIT**

TR-0120 (REV. 6/2012)

Permit No. <b>0513 NTK 0635</b>	
Dist/Co/Rte/PM <b>05-SLO-Variou-Variou</b>	
Date <b>December 30, 2013</b>	
Fee Paid <b>\$ Exempt</b>	Deposit \$
Performance Bond Amount (1) \$	Payment Bond Amount (2) \$
Bond Company	
Bond Number (1)	Bond Number (2)

In compliance with (Check one):

- Your application of **December 23, 2013**
- Utility Notice No. \_\_\_\_\_ of \_\_\_\_\_
- Agreement No. \_\_\_\_\_ of \_\_\_\_\_
- R/W Contract No. \_\_\_\_\_ of \_\_\_\_\_

**TO:** County of San Luis Obispo, Public Works  
Attn: Mr. Genaro Diaz  
Room 206, County Government Center  
San Luis Obispo, CA 93408

Phone: (805) 781-5252  
Your Reference No. \_\_\_\_\_

, PERMITTEE

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

Install and maintain temporary construction area signs on various State highways in conjunction with maintenance and construction projects. All work shall be done as shown on the attached plans and as directed by the permit provisions.

**Permittee shall contact State Inspector Paul Matsuyama, telephone number (805) 549-3151, a minimum of two working days prior to commencing work** to arrange a pre-job meeting in accordance with Provision 6 of the attached General Provisions. When work has been interrupted for more than five (5) working days, the Permittee shall notify the Caltrans Permit Inspector **a minimum of two working days prior to restarting work** unless a pre-arranged agreement has been made with the Department's representative.

**The issuance of this permit does not entitle the Permittee to start work immediately within the Caltrans right of way. If Permittee's operations will reduce the vertical roadway clearance, horizontal roadway clearance, or detour traffic, implementation of prescribed traffic control measures may require up to a 15-day waiting period from date of traffic control notification and the submittal of the attached "Weekly Traffic Update" form.**

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

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

- Yes  No General Provisions (TR-0045)
- Yes  No Utility Maintenance Provisions
- Yes  No Special Provisions
- Yes  No A Cal-OSHA permit, if required: Permit No. \_\_\_\_\_
- Yes  No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- Yes  No Std Storm Water Pollution Prevention Special Prov.

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

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

(If any Caltrans effort expended)

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

This permit is void unless the work is complete before **December 30, 2015**

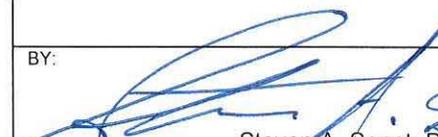
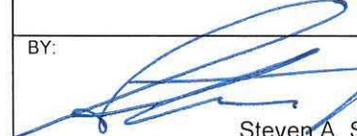
This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

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

cc:  
Permit File  
Paul Matsuyama-Permit Office (Insp)  
Vern Sweeney-Maint. (SLO)

APPROVED:

BY:

 Timothy M. Gubbins, District Director  
 Steven A. Senet, District Encroachment Permit Engineer

### ADDITIONAL ATTACHMENTS

Attached if checked:  WEEKLY TRAFFIC UPDATE  
 PUBLIC AFFAIRS PROJECT NOTIFICATION  
 CALTRANS STANDARD PLANS T9-T14  
 FORM DC-CEM-3101

### PLANS AND SPECIFICATIONS

If conflicts arise between Special Provisions, Plans, Caltrans Standard Plans, Standard Specifications, or other Caltrans standards, the Caltrans Inspector shall make the final determination regarding selection or interpretation of standards and/or specifications. State Standards and Specifications shall apply to all work within the State right of way unless directed otherwise by the State Inspector. Reference to the Engineer in the State Standard Specifications shall include the State Representative (Caltrans Permit Inspector or District Encroachment Permit Engineer).

Attention is directed to Section 5 of the current State Standard Specifications and the Encroachment Permit General Provisions (TR-0045) regarding control of work and permit work plan revisions. Additionally, the State Permit Inspector may require reasonable additions, modifications, or revisions to the scope of work at no cost to the State if the change is in the best interest of the State facility where the encroachment permit is being granted and Caltrans policy, Standard Specifications, or Permit Provisions are unclear.

### WORK HOURS

**All work on this permit shall be performed on weekdays between the hours of 9:00 AM and 3:00 PM, excluding designated legal holidays and State furlough days, unless stated otherwise for traffic control.** The State Inspector must approve deviations from these hours in advance.

**All work that will impact the normal operations of Caltrans traffic signal facilities shall be performed under traffic control and during the hours approved by the Caltrans Inspector and Caltrans District 5 Traffic Management Center.**

**Designated legal holidays are:**

January 1<sup>st</sup> - (New Year's Day), the third Monday in January - (Martin Luther King Jr. Day)

The third Monday in February - (Washington's Birthday)

March 31<sup>st</sup> - (Cesar Chavez's Day)

The last Monday in May - (Memorial Day)

July 4<sup>th</sup> - (Independence Day)

The first Monday in September - (Labor Day)

November 11<sup>th</sup> - (Veteran's Day), 4<sup>th</sup> Thursday and Friday in November - (Thanksgiving Holiday)

December 25<sup>th</sup> - (Christmas Day)

When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, Friday November 10th shall be a designated legal holiday.

### **DOUBLE PERMIT**

**Notwithstanding General Provision #4, your Contractor is required to apply for and obtain an encroachment permit prior to starting work. The Contractor shall include a fee deposit (fee determined by the State Permit Inspector) with the encroachment permit application, made payable to the State of California Department of Transportation. The fee deposit to compensate the State for the estimated time needed to inspect that portion of construction within the State's right of way. The Contractor will be billed for any amount exceeding the deposit, or refunded any unused portion thereof after completion of the project. The Contractor's encroachment permit application shall state that it is a "Double Permit for permit number 0513 NTK 0635."**

**Construction shall not begin until the double permit has been issued.**

The application and material for the double permit may be mailed or delivered to:

CALTRANS  
ENCROACHMENT PERMIT OFFICE  
Attention: Paul Matsuyama  
50 Higuera Street  
San Luis Obispo, CA 93401

Any questions concerning the double permits should be directed to Paul Matsuyama at (805) 549-3151.

### **NOTIFICATIONS**

#### **Notice of Materials Used**

Permittee's attention is directed to the State Standard Specification – Section 6 "Control of Materials."

The Permittee shall bear all costs for source material inspection. Please note that these materials may require source inspection and approval at the manufacturer's plant.

Permittee shall be solely responsible to furnish a list of materials to be used on the permitted project by completing the attached Form CEM-3101 "Notice of Materials Used" for traffic signal standards, lighting (electrolier) standards, metal poles, mast arms, foundation bolts, overhead sign trusses, guard rail components, column casings, epoxy coated rebar, reinforced concrete pipe, steel girders, sign panels, and other items as specified by the State representative. Form shall be submitted to the Caltrans Permit

Inspector and METS Material Administrator. Materials identified on the TL-608, which are not inspected and not approved by the State at the manufacturer's plant, will be rejected from use within the State right of way.

The METS Material administrator shall determine which materials will require source inspection and which will require onsite inspection by the Caltrans Permit Inspector. Additional form submissions may be required to address additional items that require source inspection.

Please allow a minimum of six weeks for source inspection, testing, and approval of materials to be used.

The METS Material Administrator can be reached via fax at 916-227-7084 or via email at *materials\_administrator-METS@dot.ca.gov*.

### **TRAFFIC CONTROL AND PUBLIC SAFETY**

All traffic control shall be performed under the direction of qualified and competent traffic control personnel. If it becomes apparent to the Caltrans Permit Inspector that the Permittee's contractor does not have adequately trained and competent staff to perform traffic control, the Permittee or Permittee's contractor shall hire a suitable contractor to provide traffic control.

Traffic control and construction zone signing shall be performed per an approved traffic control plan.

In the absence of a project specific traffic control plan:

All traffic control shall be performed in compliance with the applicable Caltrans Standard Plans for traffic control, California Manual on Uniform Traffic Control Devices, or as approved by and as directed by the Caltrans Permit Inspector,

or

If requested by the Caltrans Permit Inspector, Permittee or Permittee's contractor shall provide a traffic control plan prepared by a duly licensed individual for review and approval. Plans shall bear the licensed individual's signature and identifying licensing information.

All traffic control personnel performing flagging operations shall be trained in accordance with Cal/OSHA Title 8, Division 1, Chapter 4, subchapter 4 Construction Safety Orders, Article 11, Section 1599 (f) and (g), and shall provide certification of training if requested by the State Permit Inspector.

The Permittee shall provide all traffic control devices and personnel. All expenses incurred from traffic control operations shall be borne by the Permittee.

Work shall not interfere with traffic and no equipment shall be parked on or operated from the traveled way unless approved by the Caltrans representative.

Notwithstanding lane closures noted in the traffic control plans or elsewhere in this permit, the full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, designated legal holidays, the day preceding designated legal holidays, after 3:00 PM on Fridays, and when construction operations are not actively in progress.

On multilane roadways, a minimum of one-paved traffic lane, not less than 12 feet wide, shall be open for use by public traffic in each direction of travel.

On 2-lane, two-way roadways a minimum of one-paved traffic lane not less than 12 feet wide shall be open for use by public traffic. When construction operations are not actively in progress, not less than 2 of these lanes shall be open to public traffic.

If approved by the State Inspector, one lane may be closed during construction and public traffic stopped for periods not to exceed 5 minutes. After each closure, all accumulated traffic shall be allowed to pass through the work before another closure is made. Lane closures shall not exceed 0.5 mile in length.

Minor deviations from the requirements of this section concerning hours of work may be permitted upon the written request of the Permittee if, in the opinion of the Inspector, public traffic will be better served and the work expedited. The Permittee shall not adopt these deviations until the Inspector has approved them in writing.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas the Permittee shall close the adjacent traffic lane:

<b>APPROACH SPEED OF PUBLIC TRAFFIC</b> (Posted Speed Limit) (mph)	<b>WORK AREA</b>
Over 45	Within 6 feet of a traffic lane but not on a traffic lane.
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane.

The lane closure provisions of this section shall not apply if permanent railing, temporary railing or a barrier protects the work area.

“NO PARKING” zones shall be posted a minimum of 48 hours in advance of proposed parking lane closure.

**Suspended Loads**

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

necessary local and State agency permits prior to disposal.);

or at sites outside of the State of California approved to accept said materials (Permittee to provide copies of permits issued by the local and State agency with jurisdiction over the site prior to disposal

## **GENERAL REQUIREMENTS**

### **Project/Work Site**

All disturbed areas shall be restored to original or better condition.

Any change in the existing drainage pattern, whether occasioned by increase or diversion, and the cost of damage, repair or restoration of the State highway right of way shall be the responsibility of the Permittee.

No earth or construction materials are to be dragged or scraped across the highway pavement. No excavated earth shall be placed or allowed to remain at a location where it can be tracked on the highway traveled way, public or private approach by the Permittee's construction equipment, or by traffic entering or leaving the highway traveled way. The Permittee shall immediately remove excavated earth or mud so tracked onto the highway pavement or public or private approach.

No excavation, maintenance hole, pull box, or vault shall be left open overnight or unattended during work hours without written permission from the Caltrans representative and adequate protection for traffic and pedestrians is provided.

### **Personnel Protective/Safety Equipment**

All personnel working within the State right of way shall wear the appropriate personnel safety/protective equipment as specified by the personnel's employer's "Injury and Illness Prevention Program" required by the California Code of Regulations 3203. If requested by the Caltrans Permit Inspector, personnel's employer shall provide a copy of said "Injury and Illness Prevention Program" and identify the locations within the document that addresses, but not limited to, personal protective equipment, head protection, and warning garments.

In the absence of an "Injury and Illness Prevention Program," all other personnel within the project work zone shall conform to the personnel protective/safety equipment requirements in the latest edition of the Caltrans Safety Manual.

### **Construction Debris and Waste Materials**

The Permittee solely owns all construction debris and waste materials, including hazardous waste, generated by this permitted project. Said materials shall be removed from the State right of way, stored, and disposed of in accordance with applicable local, regional, State, and Federal specifications or regulations. Permittee shall provide a copy of documentation as proof of the proper disposal of said materials if so requested by the State Permit Inspector.

### **Existing Trees and Vegetation**

This permit does not authorize the removal, severing of roots or trimming of vegetation. If work of this nature is required, a written request and approval, by the Caltrans Permit Inspector, is required in advance of performing the work. Replacement planting may be required as a mitigation measure. Excavations should be done outside of drip line to reduce tree damage and integrity of trees. If excavations must be

made within the drip line of trees (or extending tree roots) along the right of way, the trenches shall be hand dug and the utility routed beneath or around root structure. Major tree roots must not be cut or damaged. Additionally, the exposed roots shall be wrapped and kept moist until the excavation is back filled with the native material. Requests for exceptions shall be accompanied by an Arborist's recommendation.

### **Archaeological/Cultural Requirements**

If archaeological resources or human remains are accidentally discovered during construction, work shall be halted within 150 feet of the find until a qualified professional archaeologist can evaluate it. Permittee shall notify Caltrans District Archaeologist Kelda Wilson (805) 542-4697 about the discovery immediately. If the find is determined to be significant, appropriate mitigation measures shall be formulated and implemented.

### **EXISTING FACILITIES**

Existing improvements shall be protected or relocated as required by the work authorized by this permit. If existing improvements including pavement markings and delineation are damaged or their operation impaired by this work, they shall be replaced or restored to the satisfaction of the Caltrans representative. Such work shall be done immediately if requested by the Caltrans representative.

**IT SHALL BE THE PERMITTEE'S RESPONSIBILITY TO FULLY INVESTIGATE THE PROPOSED WORK AREA FOR POSSIBLE CONFLICTS WITH EXISTING UTILITIES AND FACILITIES, INCLUDING BUT NOT LIMITED TO SEWERS, ELECTRICAL CONDUCTORS, GAS LINES, WATER PIPES AND TRAFFIC SIGNAL FACILITIES. THE PERMITTEE AGREES TO ACCEPT ALL LIABILITY FOR DAMAGES DONE TO EXISTING FACILITIES CAUSED BY THE WORK AUTHORIZED UNDER THIS PERMIT.**

### **Caltrans Traffic Signals, Lighting, and Electrical Facilities**

**Caltrans does not subscribe to underground utility locating services. It is the Permittee's sole responsibility to investigate, locate, and mark existing Caltrans traffic signal equipment, loops, conduits, and street lighting facilities prior to work in or between signalized intersections and street lighting facilities.**

If it is apparent that impacting traffic signal conduits during construction will be unavoidable Permittee shall install temporary overhead wiring for the signal at Permittee's own expense. Permittee shall have on hand at all times all necessary equipment and personnel needed to provide traffic control at an intersection should the traffic signal malfunction.

If a signal detector loop, including the portion leading to the adjacent pull box is damaged by Permittee's operations the entire detector loop shall be replaced, in kind, within 24 hours of the occurrence. If an adjacent loop is damaged during the replacement, that loop shall also be replaced. The Caltrans Inspector shall be notified immediately when damage occurs. Arrangements for Caltrans Electrical operations staff shall be made to have the traffic signal controller reprogrammed.

## **WATER POLLUTION CONTROL**

### **Discharge of Storm Water and Non-Storm Water**

Work within State highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Department of Transportation (Department), to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. The Department's NPDES Permit requires the Permittee to comply and maintain, if applicable, the approved Storm Water Special Provisions for Minimal or No Impact (TR-0400), Water Pollution Control Program, or Storm Water Pollution Prevention Plan.

The Contractor ( permittee ) shall be responsible for fines assessed or levied against the Contractor or the Department as a result of the Contractor's ( permittee ) failure to comply with these provisions. Fines shall include civil liability fines, criminal penalties and/or damages, assessed, or levied against the Department or the Contractor, Contractor liability for failure to comply with these provisions shall also include reimbursement for payments made or costs incurred by the Department in settlement for alleged violations of the Permits, the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent in lieu of fines or penalties, in mitigation or to remediate or correct violations.

**In the event that an unforeseen illicit discharge is generated during construction activities and the Caltrans Permit Inspector cannot be contacted, the Permittee or Permittee's contractor shall contact the Encroachment Permit Storm Water Coordinator, Harry Afshar (805) 459-3980 immediately. The Permittee or Permittee's contractor is responsible to contain and remediate the illicit discharge as directed by the Caltrans Permit Inspector or Encroachment Permit Storm Water Coordinator at no cost to the State.**

Unless stated otherwise in this permit, approved plan, or approved specifications, seeds sown for erosion control shall achieve 70% germination over the disturbed soil area as determined by the Caltrans Permit Inspector.

The Caltrans Permit Inspector shall approve the seed mix prior to its application.

## **PROJECT COMPLETION**

Immediately following completion of the work permitted herein, the Permittee shall fill out and mail the Notice of Completion attached to this permit.

**PLEASE USE THE ATTACHED ENVELOPE (PRE-PAID POSTAGE) TO SEND THE ATTACHED NOTICE OF COMPLETION AND QUESTIONNAIRE. THANK YOU!**

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**STANDARD ENCROACHMENT PERMIT APPLICATION**  
 TR-0100 (REV. 07/2007)

Permission is requested to encroach on the State Highway right-of-way as follows:  
 (Complete all BOXES [write N/A if not applicable] Please print single sided)  
 This application is not complete until all requirements have been approved.

FOR CALTRANS USE	
PERMIT NO.	0513-NTK-0635
DIST/CO/RTE/...	05-50-VAR-VAR
SIMPLEX STAMP	
DIST. 05 130635	
DATE OF SIMPLEX STAMP	
12-24-2013	

1. COUNTY San Luis Obispo		2. ROUTE Hwy 1		3. POSTMILE	
4. ADDRESS OR STREET NAME Halcyon Rd @ Hwy 1			5. CITY Arroyo Grande/Mesa		
6. CROSS STREET (Distance and direction from site) Halcyon Rd @ Hwy 1			7. PORTION OF RIGHT-OF-WAY		
8. WORK TO BE PERFORMED BY <input checked="" type="checkbox"/> OWN FORCES <input type="checkbox"/> CONTRACTOR		9. EST. START DATE 1/7/14		10. EST. COMPLETION DATE 1/7/14	
11. EXCAVATION	MAX. DEPTH n/a	AVG. DEPTH n/a	AVG. WIDTH n/a	LENGTH n/	SURFACE TYPE Type III Barricades
12. EST. COST IN STATE HIGHWAY RIGHT-OF-WAY n/a			FUNDING SOURCE(S) <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL <input type="checkbox"/> PRIVATE		
13. PIPES	PRODUCT TYPE n/a	DIAMETER n/a	VOLTAGE / PSIG n/a		14. CALTRANS' PROJECT CODE n/a

15.  Double Permit      Parent Permit Number \_\_\_\_\_  
 Applicant's Reference Number / Utility Work Order Number \_\_\_\_\_

16. Have your plans been reviewed by another Caltrans branch?  NO       YES (If "YES") Who? \_\_\_\_\_

17. Completely describe work to be done within STATE highway right-of-way :  
 Attach 6 complete sets of plans (folded to 8.5" x 11"), and any applicable specifications, calculations, maps, etc.  
 All dimensions shall be in U.S. Customary (English) Units.

Road Closure on Tuesday, January 7, 2014 of Halcyon Road between Hwy 1 (Arroyo Grande) and Hwy 1 (Mesa)

County Staff efforts for Utility Research (potholing) on Halcyon Road on the grade.

Type III barricades on Hwy 1 as shown and/or as directed for detouring purposes.

PLEASE ADD THIS UNDER A BLANKET CONSTRUCTION AREA PERMIT - GENARO DIAZ

18. Is a city, county, or other agency involved in the approval of this project?

YES (If "YES", check type of project and attach environmental documentation and conditions of approval.)

COMMERCIAL DEVELOPMENT     BUILDING     GRADING     OTHER Utility Research by County

CATEGORICALLY EXEMPT     NEGATIVE DECLARATION     ENVIRONMENTAL IMPACT REPORT     OTHER \_\_\_\_\_

NO (If "NO", please check the category below which best describes the project, and complete page 4 of this application.)

DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE, OR RESURFACING       FENCE

PUBLIC UTILITY MODIFICATIONS, EXTENSIONS, HOOKUPS       MAILBOX

FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS       EROSION CONTROL

OTHER \_\_\_\_\_       LANDSCAPING

19. Will this project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource?  YES  NO  
 (If "YES", provide a description)

20. Is this project on an existing highway or street where the activity involves removal of a scenic resource including a significant tree or stand of trees, a rock outcropping or a historic building?  YES  NO (If "YES", provide a description)

21. Is work being done on applicant's property?  YES  NO (If "YES", attach site and grading plans.)

PERMIT NO.  
0513 NTK 0635

22. Will this proposed project require the disturbance of soil?  YES  NO  
 If "YES", estimate the area within State Highway right-of-way in square feet AND acres: \_\_\_\_\_ (ft<sup>2</sup>) AND \_\_\_\_\_ (acres)  
 estimate the area outside of State Highway right-of-way in square feet AND acres: \_\_\_\_\_ (ft<sup>2</sup>) AND \_\_\_\_\_ (acres)
23. Will this proposed project require dewatering?  YES  NO  
 If "YES", estimate total gallons AND gallons/month. \_\_\_\_\_ (gallons) AND \_\_\_\_\_ (gallons/month)  
 SOURCE\*:  STORMWATER  NON-STORMWATER  
 (\*See Caltrans SWMP for definitions of non-storm water discharge: <http://www.dot.ca.gov/hq/env/stormwater/index.htm> )
24. How will any storm water or ground water be disposed of from within or near the limits of this proposed project?  
 Storm Drain System  Combined Sewer / Storm System  Storm Water Retention Basin  
 Other(explain): Disposal of Vac Trucks to Gator Crushing (Arroyo Grande)

PLEASE READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

*The applicant, understands and herein agrees that an encroachment permit can be denied, and/or a bond required for non-payment of prior or present encroachment permit fees. Encroachment Permit fees may still be due when an application is withdrawn or denied, and that a denial may be appealed, in accordance with the California Streets and Highways Code, Section 671.5. All work shall be done in accordance with Caltrans rules and regulations subject to inspection and approval.*

*The applicant, understands and herein agrees to the general provisions, special provisions and conditions of the encroachment permit, and to indemnify and hold harmless the State, its officers, directors, agents, employees and each of them (Indemnitees) from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, judgments, losses and liabilities of every kind and nature whatsoever (Claims) arising out of or in connection with the issuance and/or use of this encroachment permit and the placement and subsequent operation and maintenance of said encroachment for: 1) bodily injury and/or death to persons including but not limited to the Applicant, the State and its officers, directors, agents and employees, the Indemnitees, and the public; and 2) damage to property of anyone. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of Indemnitees. The Applicant, however, shall not be obligated to indemnify Indemnitees for Claims arising from the sole negligence and willful misconduct of State, its officers, directors, agents or employees.*

*An encroachment permit is not a property right and does not transfer with the property to a new owner*

**DISCHARGES OF STORM WATER AND NON-STORM WATER:** *Work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Department of Transportation (Department), to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. Compliance with the Departments NPDES permit requires amongst other things, the preparation and submission of a Storm Water Pollution Protection Plan (SWPPP), or a Water Pollution Control Program (WPCP), and the approval of same by the appropriate reviewing authority prior to the start of any work. Information on the requirements may also be reviewed on the Department's Construction Website at:*

<http://www.dot.ca.gov/hq/construc/stormwater>

25. NAME of APPLICANT or ORGANIZATION (Print or Type) County of San Luis Obispo, Public Works		E-MAIL ADDRESS gdiaz@co.slo.ca.us	
ADDRESS of APPLICANT or ORGANIZATION WHERE PERMIT IS TO BE MAILED (Include City and Zip Code) Room 206 County Government Center, San Luis Obispo, Ca 93408			
PHONE NUMBER 781-5252		FAX NUMBER	
26. NAME of AUTHORIZED AGENT / ENGINEER (Print or Type) Genaro Diaz, PE		IS LETTER OF AUTHORIZATION ATTACHED? <input type="checkbox"/> YES <input type="checkbox"/> NO	
E-MAIL ADDRESS			
ADDRESS of AUTHORIZED AGENT / ENGINEER (Include City and Zip Code) same			
PHONE NUMBER same		FAX NUMBER	
27. SIGNATURE of APPLICANT or AUTHORIZED AGENT 	28. PRINT OR TYPE NAME Genaro Diaz	29. TITLE Project Manager	30. DATE 12/23/13

PERMIT NO. <b>0513 NTK 0635</b>
WORK ORDER/REFERENCE NUMBER

FEE CALCULATION -- FOR CALTRANS USE					
<input type="checkbox"/> CASH <input type="checkbox"/> CREDITCARD    NAME ON CARD _____    PHONE NUMBER _____					
<input type="checkbox"/> CHECK    NUMBER _____    NAME ON CHECK _____    PHONE NUMBER _____					
<input checked="" type="checkbox"/> EXEMPT <input type="checkbox"/> PROJECT CODE _____ <input type="checkbox"/> DEFERREDBILLING(Utility)					
CALCULATED BY	(1)		(2)		
<b>REVIEW</b>	1. FEE / DEPOSIT	DATE	2. FEE / DEPOSIT	DATE	TOTAL FEE / DEPOSIT
1. _____ HOURS @ \$ _____ *	\$ _____		\$ _____		\$ _____
2. _____ HOURS @ \$ _____ *			\$ _____		\$ _____
<b>INSPECTION</b>	1. FEE / DEPOSIT	DATE	2. FEE / DEPOSIT	DATE	TOTAL FEE / DEPOSIT
1. _____ HOURS @ \$ _____ *	\$ _____		\$ _____		\$ _____
2. _____ HOURS @ \$ _____ *			\$ _____		\$ _____
<b>FIELDWORK</b>					
_____ HOURS @ \$ _____ *	\$ _____		\$ _____		\$ _____
<b>EQUIPMENT &amp; MATERIALS</b>	DEPOSIT	DATE	DEPOSIT	DATE	DEPOSIT
	\$ _____		\$ _____		\$ _____
<b>CASH DEPOSIT IN LIEU OF BOND</b>	\$ _____		\$ _____		\$ _____
<b>TOTAL COLLECTED</b>	\$ _____		\$ _____		
<b>CASHIER'S INITIALS</b>	_____		_____		\$ _____
* The Standard Hourly Rate is set annually by HQ Encroachment Permits. District Office staff do not have authority to modify this rate.					
<b>PERFORMANCE BOND</b>	<input type="checkbox"/>	DATE			AMOUNT \$
<b>PAYMENT BOND</b>	<input type="checkbox"/>	DATE			AMOUNT \$
<b>LIABILITY INSURANCE REQUIRED?</b>		<input type="checkbox"/> YES <input type="checkbox"/> NO			AMOUNT \$

PERMIT NO.

0513 NTK 0635

**INSTRUCTIONS**  
for completing page 4

This page needs to be completed when the proposed project DOES NOT involve a City, County or other public agency.

Your answers to these questions will assist departmental staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within the State highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit.

It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time-consuming. If possible, attach photographs of the location of the proposed project.

Please answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.)

1. Will any existing vegetation and/or landscaping within the highway right-of-way be disturbed?

No

2. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the project or highway right-of-way?

No

3. Is the proposed project located within five miles of the coast line?

No

4. Will the proposed project generate construction noise levels greater than 86 dBA (e.g. jack-hammering, pile driving)?

No

5. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?

No

6. Are there any recreational trails or paths within the limits of the proposed project or highway right-of-way?

No

7. Will the proposed project impact any structures, buildings, rail lines, or bridges within highway right-of-way?

No

8. Will the proposed project impact access to any businesses or residences?

No

9. Will the proposed project impact any existing public utilities or public services?

No

10. Will the proposed project impact existing pedestrian facilities, such as sidewalks, crosswalks, or overcrossings?

No

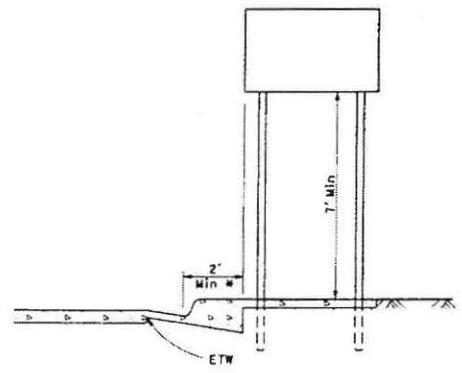
11. Will new lighting be constructed within or adjacent to highway right-of-way?

No

DIST.	COUNTY	ROUTE	ROAD MILES	SHEET NO.	TOTAL SHEETS

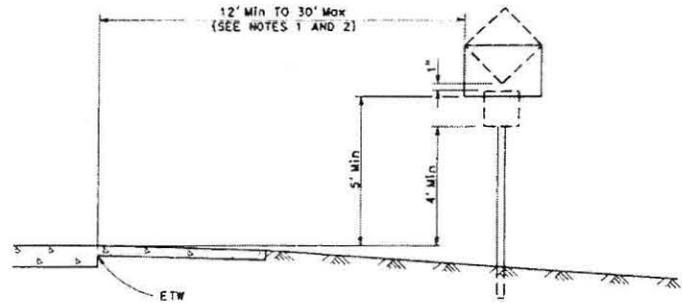
  

May 20, 2011 PLANS APPROVAL DATE	
<small>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</small>	



\* 1' Min WHERE LATERAL CLEARANCE LIMITED

URBAN LOCATIONS



12' Min TO 30' Max  
(SEE NOTES 1 AND 2)

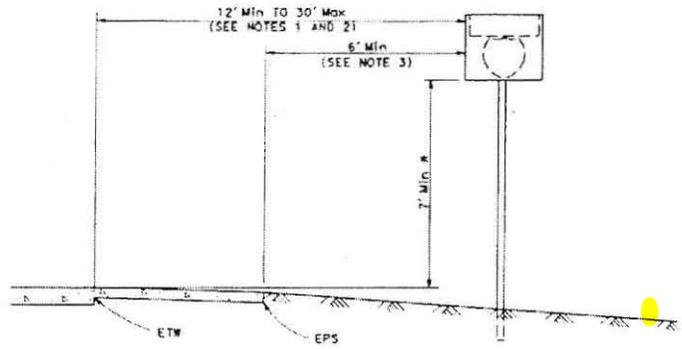
RURAL LOCATIONS

CONVENTIONAL HIGHWAYS AND INTERCHANGE AREAS

NOTES:

1. When clear roadside recovery areas are provided, signs shall be placed as far from the edge of traveled way as possible, up to a maximum of 30'. When possible, they shall be placed in protected locations.
2. Signs in medians shall be placed at midpoint of median up to a maximum distance of 30' from edge of traveled way. When appropriate, signs for opposing directions shall be placed back to back.
3. Does not apply at locations where minimum horizontal distance is not reasonable due to terrain characteristics, steep slopes, roadway features, or when signs are installed on structures or signal or lighting standards.

EPS = Edge of Paved Shoulder



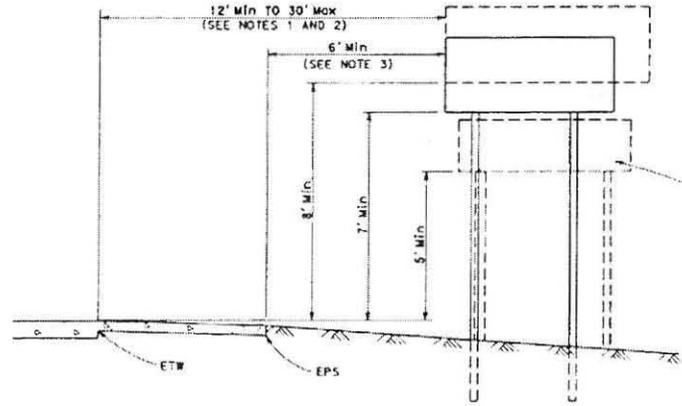
12' Min TO 30' Max  
(SEE NOTES 1 AND 2)

6' Min  
(SEE NOTE 3)

7' Min

\* 5' Min AT 30' FROM ETW

REGULATORY AND WARNING SIGNS  
AND ROUTE SHIELDS



12' Min TO 30' Max  
(SEE NOTES 1 AND 2)

6' Min  
(SEE NOTE 3)

8' Min

7' Min

5' Min

SECONDARY PANEL

GUIDE SIGNS

FREEWAY AND EXPRESSWAY LOCATIONS

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**ROADSIDE SIGNS  
TYPICAL INSTALLATION  
DETAILS No. 1**

NO SCALE

**RS1**

330

2010 STANDARD PLAN RS1



**APPENDIX E**

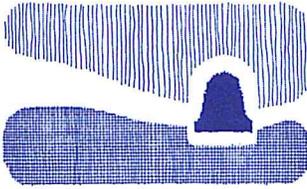
**CITY OF SAN LUIS OBISPO ENCROACHMENT PERMIT**

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# ENCROACHMENT PERMIT

Permit Number

07570



# city of san luis obispo

Public Works Department • 919 Palm Street • San Luis Obispo, CA 93401-3218

Location: 919 PALM  
 X-streets: \_\_\_\_\_  
 Project Name: PLACE MESSAGE BOARDS FOR COUNTY PROJECT  
 Permittee: COUNTY PUBLIC WORKS  
 Address: 976 OSOS  
 City/ST/Zip: SAN LUIS OBISPO CA 93401  
 Phone: 805-781-4476 Fax: \_\_\_\_\_  
 Emergency: DON SPAGNOLO @ 805-781-4476  
 Insurance: \_\_\_\_\_ Policy #: \_\_\_\_\_  
 Expires: \_\_\_\_\_ Endors #: \_\_\_\_\_  
 Owner: CITY OF SAN LUIS OBISPO Phone: \_\_\_\_\_

Other permits required

Caltrans: N  
 Fire Dept: N  
 Bldg Dept: N  
 OSHA: N

USA#: \_\_\_\_\_

	Length	Width
Sidewalk, Curb/Gutter:	<u>0</u> x	<u>0</u>
Driveway:	<u>0</u> x	<u>0</u>
	Trench	Bore
Exc/encr:	<u>0</u>	<u>0</u>
Water:	<u>0</u>	<u>0</u>
Sewer:	<u>0</u>	<u>0</u>
Fire Svc:	<u>0</u>	<u>0</u>
Other Util:	<u>0</u>	<u>0</u>

Description of Work  
Place message boards in the right-of-way per the attached plan.  
Message boards are for a County pavement surface treatment project.  
Signs to not be in: traffic lanes, bike lanes, or sidewalk. Contact the  
Public Works inspection hotline at 781-7554 two working days prior to the  
start of work. Also, please call the inspection hotline after the signs are  
removed so the permit can be closed.

Curb Ramps: No Sewer Wye: N  
 Fiber Infrastructure Protection Fee: No  
 Parking Meter Fee: 0 days 0 meters  
 Blanket Utility Company Permit: No

Traffic Delineation Plan Required: No  
 Approved by: \_\_\_\_\_ on: / /

**All work performed within the right-of-way shall conform to the City of San Luis Obispo Engineering Standard Details and Standard Specifications.**

You are responsible for liability for personal injury and/or property damage caused by this work or your failure to do what you are obligated to do. If a claim of such liability is made against the City or any of its departments, officers, or employees, you shall, and hereby agree to, defend and indemnify the City and hold the City harmless from any claims, including costs of defense and attorney fees. **All work shall be completed and the right-of-way restored by:**

**October 10, 2014**

**AGREEMENT:** I have read this permit and acknowledge receipt of the City of San Luis Obispo Encroachment Permit General Provisions and 0 pages of attached **special conditions** which I have read, agree to, and acknowledge as a part of this permit.

SIGNATURE Don Spagnolo Date 4/8/14  
 Print Name DON SPAGNOLO

**DEPT. of PUBLIC WORKS**  
 ISSUED BY Matthew LaFreniere Date 4/8/2014  
 LA FRENIERE, MATTHEW T

Final Inspection Date \_\_\_\_\_ By \_\_\_\_\_



The City of San Luis Obispo is committed to include the disabled in all of its services, programs and activities. Telecommunications Device for the Deaf (805) 781-7410. Permit Fee \$0.00



**Applicant**

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## PLANS

COUNTY OF SAN LUIS OBISPO, CALIFORNIA  
 PUBLIC WORKS DEPARTMENT  
 DESIGN DIVISION

INDEX OF SHEETS

SHEET NO. 1	VICINITY MAP
SHEET NO. 2	SITE 1 - COUNTRY OAKS SUBDIVISION
SHEET NO. 3	SITE 2 - WEST TEMPLETON
SHEET NO. 4	SITE 3 - SOUTH CAYUCOS
SHEET NO. 5	SITE 4 - SLO AREA ARTERIAL ROADS
SHEET NO. 6	SITE 5 - SLO RESIDENTIAL ROADS
SHEET NO. 7	SITE 6 - SALINAS DAM AREA

2014 PAVEMENT SURFACE TREATMENT  
 VARIOUS COUNTY ROADS  
 SAN LUIS OBISPO COUNTY, CA  
 CONTRACT NO. 245R12B619

To Be Supplemented By State Standard Plans Dated May, 2006

GENERAL NOTES:

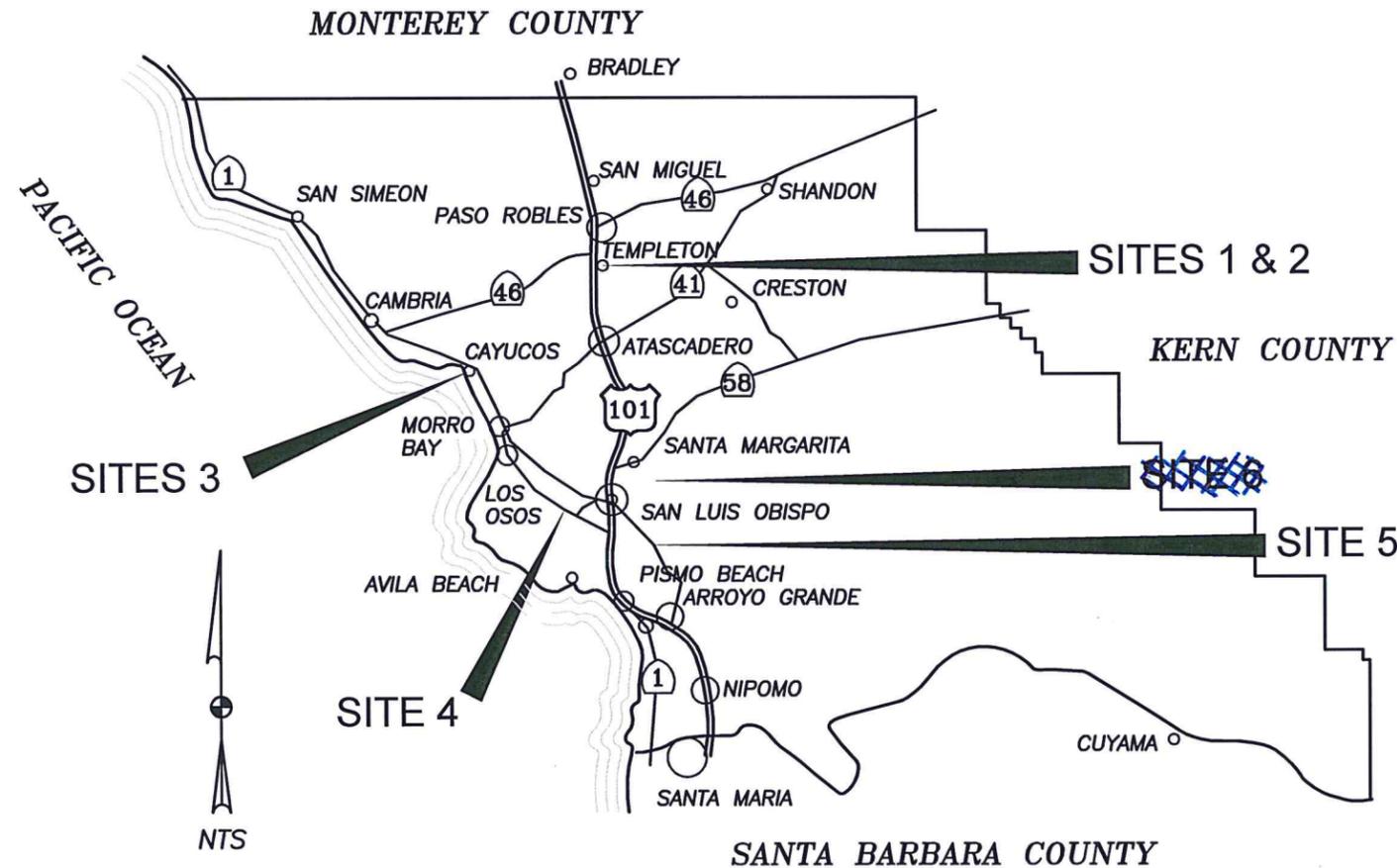
THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS"

"ROAD WORK AHEAD" SIGNS SHALL BE STATIONARY ON 4X6 WOOD POSTS, "END ROAD WORK" SIGNS ON 4X4 WOOD POSTS UNLESS OTHERWISE NOTED.

ALL CONSTRUCTION SIGNS SHALL BE PLACED APPROXIMATELY 4' OFF THE EDGE OF PAVEMENT POSITION OF SIGNS SHALL BE DETERMINED BY THE ENGINEER.

CONSTRUCTION AREA SIGNS SHALL BE PLACED 1500' IN ADVANCE AND BEYOND ANY PROJECT ROAD INTERSECTING A STATE HIGHWAY OR AS DIRECTED BY THE ENGINEER.

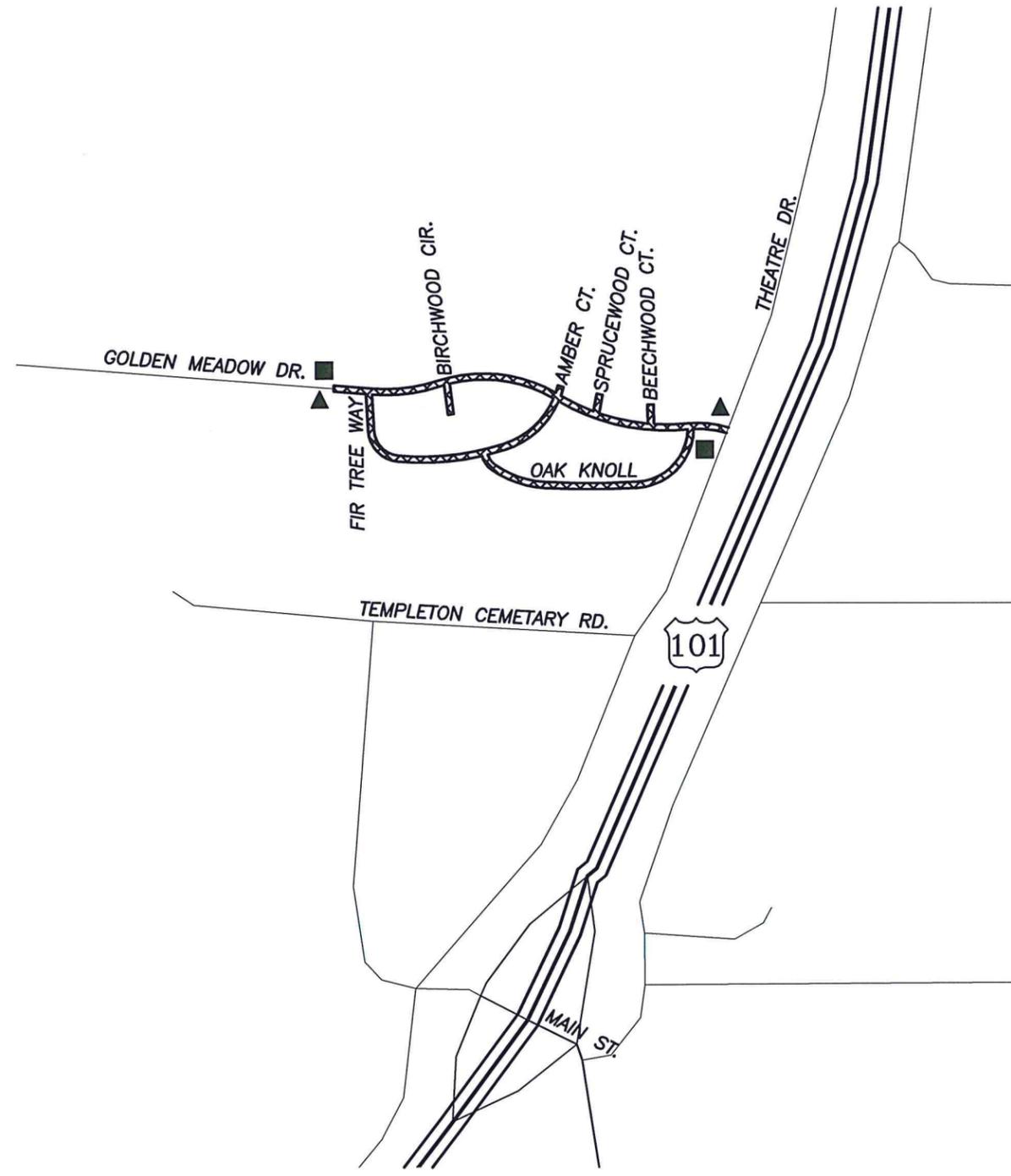
	TYPE	SIZE	SIGN NAME
▲	W20-1	48"x48"	"ROAD WORK AHEAD"
■	G20-2	36"x18"	"END ROAD WORK"



APPROVED: April 7, 20 14

Dave Flynn  
 DEPUTY DIRECTOR OF PUBLIC WORKS  
 ENGINEERING SERVICES  
 R.C.E. 43933

COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PUBLIC WORKS					
2014 PAVEMENT SURFACE TREATMENT, VARIOUS COUNTY ROADS					
SAN LUIS OBISPO COUNTY, CA CONTRACT NO. 245R12B619					
<b>TITLE PAGE</b>					
SAN LUIS OBISPO COUNTY					
Designer	Date	Drawn By	Date	Design Engineer	Date
J WHALEN	3/2014	J LAMBERT	3/2014	J. WERST	3/2014



TRAFFIC CONTROL SIGNAGE

	TYPE	SIZE	SIGN NAME	QTY.
▲	W20-1	48"x48"	"ROAD WORK AHEAD"	2
■	G20-2	36"x18"	"END ROAD WORK"	2
∇	PORTABLE CHANGEABLE MESSAGE SIGNS			-



COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PUBLIC WORKS  
 2014 PAVEMENT SURFACE TREATMENT, VARIOUS COUNTY ROADS  
 SAN LUIS OBISPO COUNTY, CA CONTRACT NO. 245R12B619  
**SITE 1 - COUNTRY OAK SUBDIVISION**  
 SAN LUIS OBISPO COUNTY

Designer	Date	Drawn By	Date	Design Engineer	Date
J WHALEN	3/2014	J LAMBERT	3/2014	J. WERST	3/2014

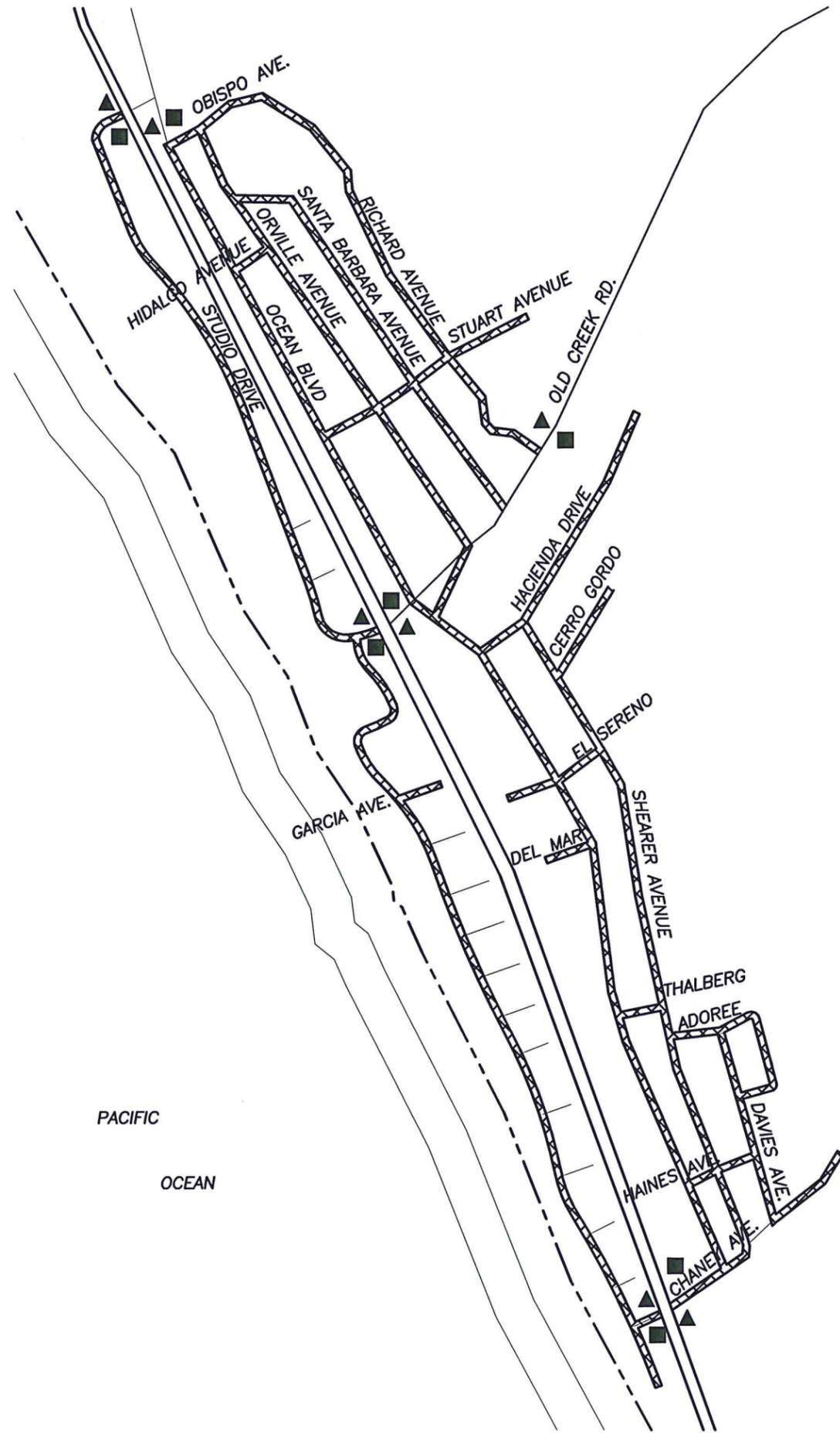


TRAFFIC CONTROL SIGNAGE

	TYPE	SIZE	SIGN NAME	QTY.
▲	W20-1	48"x48"	"ROAD WORK AHEAD"	8
■	G20-2	36"x18"	"END ROAD WORK"	8
∇	PORTABLE CHANGEABLE MESSAGE SIGNS			-



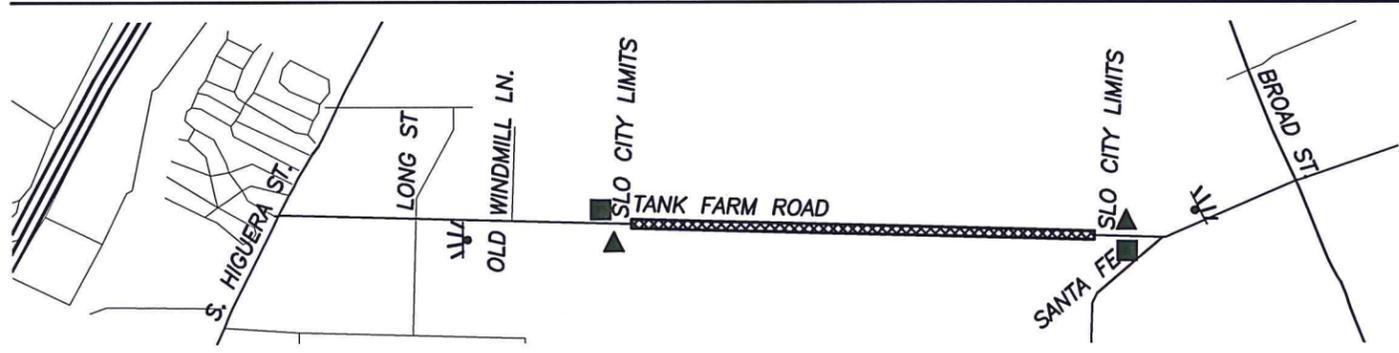
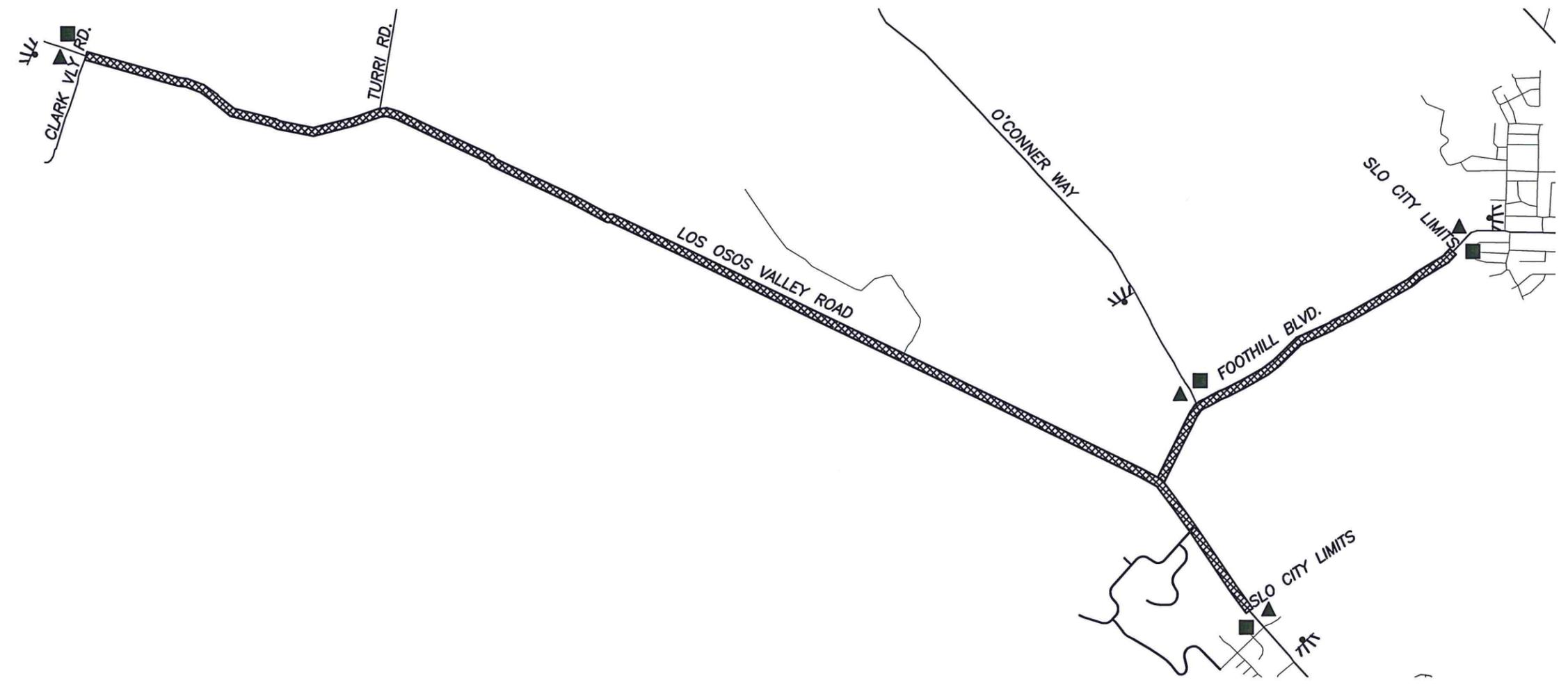
COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PUBLIC WORKS					
2014 PAVEMENT SURFACE TREATMENT, VARIOUS COUNTY ROADS					
SAN LUIS OBISPO COUNTY, CA CONTRACT NO. 245R12B619					
<b>SITE 2 - WEST TEMPLETON</b>					
SAN LUIS OBISPO COUNTY					
Designer	Date	Drawn By	Date	Design Engineer	Date
J WHALEN	3/2014	J LAMBERT	3/2014	J. WERST	3/2014



TRAFFIC CONTROL SIGNAGE

	TYPE	SIZE	SIGN NAME	QTY.
▲	W20-1	48"x48"	"ROAD WORK AHEAD"	4
■	G20-2	36"x18"	"END ROAD WORK"	4
▼	PORTABLE CHANGEABLE MESSAGE SIGNS			-

COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PUBLIC WORKS					
2014 PAVEMENT SURFACE TREATMENT, VARIOUS COUNTY ROADS					
SAN LUIS OBISPO COUNTY, CA CONTRACT NO. 245R12B619					
<b>SITE 3 - SOUTH CAYUCOS</b>					
SAN LUIS OBISPO COUNTY					
Designer	Date	Drawn By	Date	Design Engineer	Date
J WHALEN	3/2014	J LAMBERT	3/2014	J. WERST	3/2014



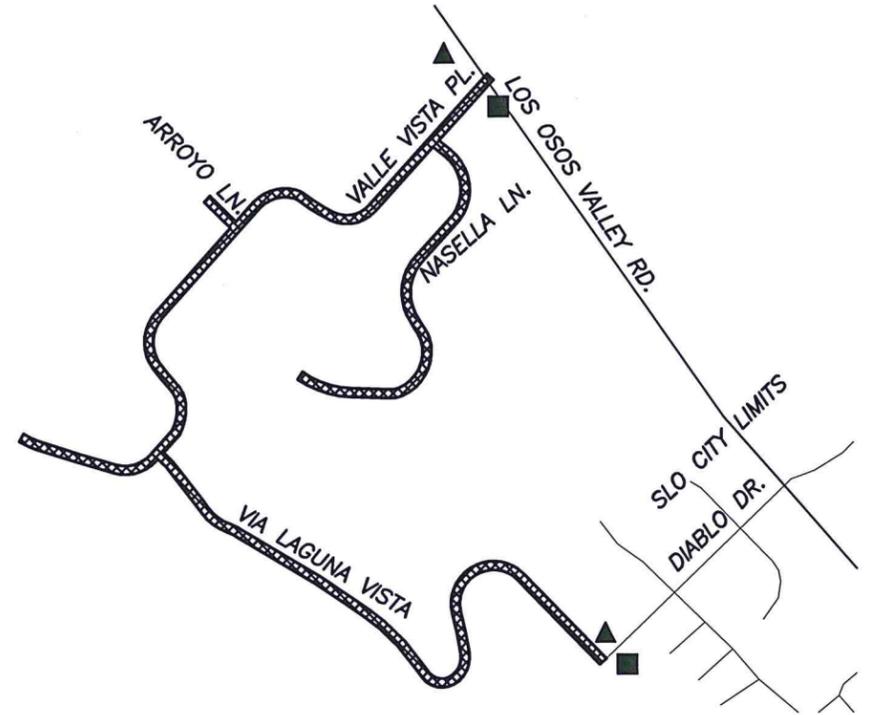
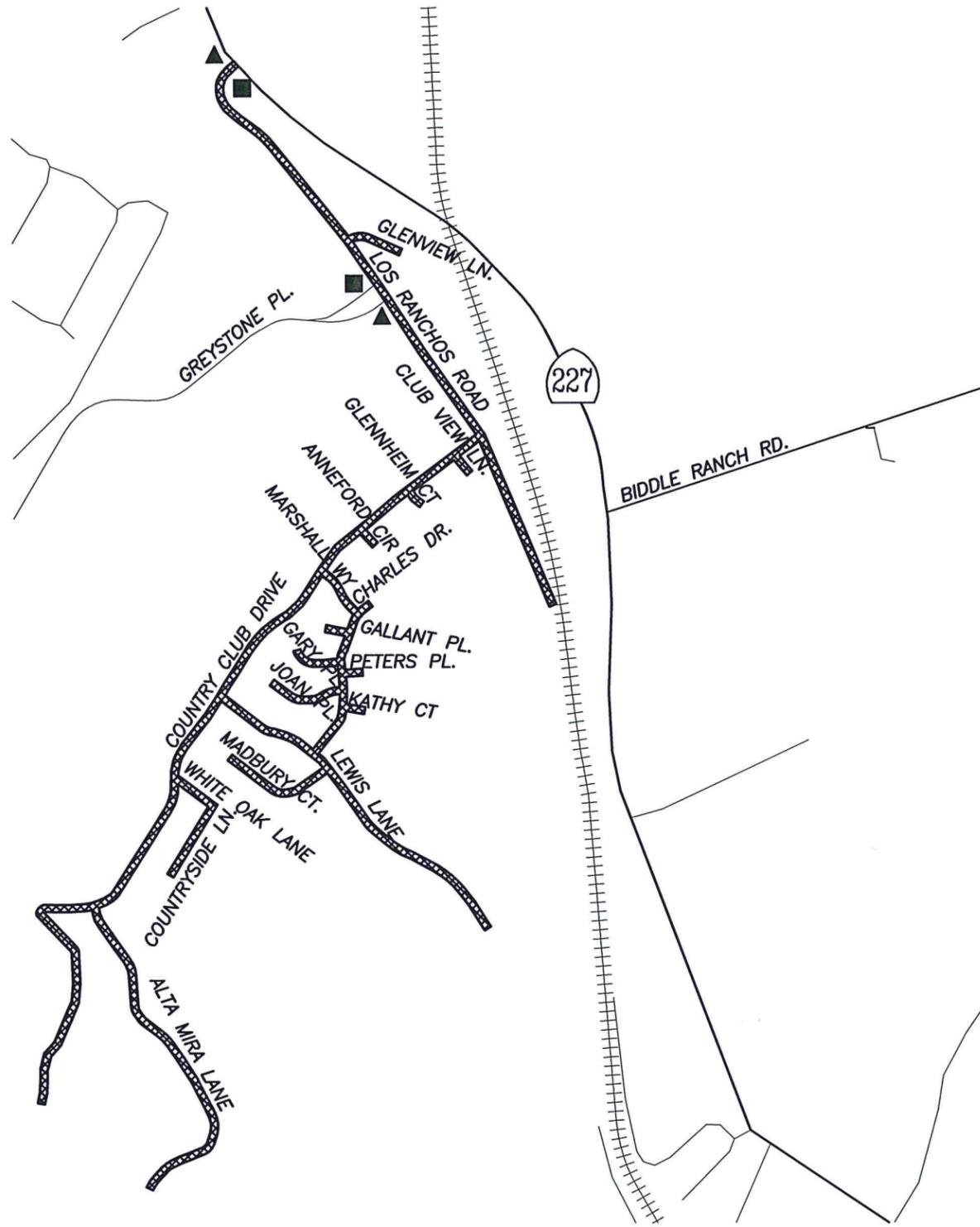
TRAFFIC CONTROL SIGNAGE

	TYPE	SIZE	SIGN NAME	QTY.
▲	W20-1	48"x48"	"ROAD WORK AHEAD"	6
■	G20-2	36"x18"	"END ROAD WORK"	6
⏏	PORTABLE CHANGEABLE MESSAGE SIGNS			6



COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PUBLIC WORKS  
 2014 PAVEMENT SURFACE TREATMENT, VARIOUS COUNTY ROADS  
 SAN LUIS OBISPO COUNTY, CA CONTRACT NO. 245R12B619  
**SITE 4 - SLO AREA ARTERIAL ROADS**  
 SAN LUIS OBISPO COUNTY

Designer	Date	Drawn By	Date	Design Engineer	Date
J WHALEN	3/2014	J LAMBERT	3/2014	J. WERST	3/2014



TRAFFIC CONTROL SIGNAGE

	TYPE	SIZE	SIGN NAME	QTY.
▲	W20-1	48"x48"	"ROAD WORK AHEAD"	4
■	G20-2	36"x18"	"END ROAD WORK"	4
▼	PORTABLE CHANGEABLE MESSAGE SIGNS			-



COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PUBLIC WORKS					
2014 PAVEMENT SURFACE TREATMENT, VARIOUS COUNTY ROADS					
SAN LUIS OBISPO COUNTY, CA CONTRACT NO. 245R12B619					
<b>SITE 5 - SLO RESIDENTIAL ROADS</b>					
SAN LUIS OBISPO COUNTY					
Designer	Date	Drawn By	Date	Design Engineer	Date
J WHALEN	3/2014	J LAMBERT	3/2014	J. WERST	3/2014