

**REMOVAL AND REPLACEMENT  
OF THE SECURITY FENCE AT  
LOPEZ WATER TREATMENT PLANT  
ARROYO GRANDE, CA  
CONTRACT NO. 300291**

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**STANDARD PLANS**

**PLANS**

**SAN LUIS OBISPO COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

**NOTICE AND INSTRUCTIONS  
TO BIDDERS**

**FOR**

**REMOVAL AND REPLACEMENT  
OF THE SECURITY FENCE AT  
LOPEZ WATER TREATMENT PLANT  
ARROYO GRANDE, CA  
CONTRACT NO. 300291**

**SAN LUIS OBISPO COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
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:

**REMOVAL AND REPLACEMENT  
OF THE SECURITY FENCE AT  
LOPEZ WATER TREATMENT PLANT  
ARROYO GRANDE, CA  
CONTRACT NO. 300291**

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.

**NON-MANDATORY PRE-BID MEETING: Bidders may attend a non-mandatory pre-bid meeting in order to assess existing site conditions. The site is a secure facility and no other site visits will be allowed outside of the pre-bid meeting.**

The non-mandatory pre-bid meeting will be held on Wednesday, June 11, 2014 at 9:00 am at the following location:

Lopez Water Treatment Plant  
2845 Lopez Drive  
Arroyo Grande, CA 93420

The non-mandatory pre-bid meeting will include a brief discussion of construction issues and contract requirements as well as a tour of the project site and is for the Bidder's information only. For additional information regarding the meeting, please contact Brian Uder at (805) 781-5252.

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 of the San Luis Obispo County Flood Control and Water Conservation District (District) 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 District 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 of the San Luis Obispo Flood Control and Water Conservation District 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 "Rules Governing Bid Protests and Other Challenges to Awards of Construction Contracts" ("Rules"), a copy of which is attached to this contract. In addition to the requirements described in the Rules, 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.

**SAN LUIS OBISPO COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

**BID PROPOSAL AND FORMS**

**FOR**

**REMOVAL AND REPLACEMENT  
OF THE SECURITY FENCE AT  
LOPEZ WATER TREATMENT PLANT  
ARROYO GRANDE, CA  
CONTRACT NO. 300291**

**BID PROPOSAL**

TO: THE BOARD OF SUPERVISORS OF THE SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, 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 San Luis Obispo County Flood Control and Water Conservation District 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**

**REMOVAL AND REPLACEMENT  
OF THE SECURITY FENCE AT  
LOPEZ WATER TREATMENT PLANT  
ARROYO GRANDE, CA  
CONTRACT NO. 300291  
BID PROPOSAL**

<b>BASE BID</b>						
ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
1		SEGMENT 1 - DEMOLITION	1	LS	LUMP SUM	
2		SEGMENT 1 - CHAIN LINK SECURITY FENCE	2280	LF		
3		CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
<b>TOTAL BASE BID</b>						<b>\$</b>

<b>ADDITIVE BID ITEM</b>						
ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
A1		SEGMENT 2 - DEMOLITION	1	LS	LUMP SUM	
A2		SEGMENT 2 - CHAIN LINK SECURITY FENCE	2165	LF		
A3		SEGMENT 3 – DEMOLITION	1	LS	LUMP SUM	
A4		SEGMENT 3 – CHAIN LINK SECURITY FENCE	1930	LF		
<b>TOTAL ADDITIVE BID ITEMS</b>						<b>\$</b>

<b>TOTAL BASE BID</b>						<b>\$</b>
<b>TOTAL ADDITIVE BID ITEM</b>						<b>\$</b>
<b>TOTAL BASE BID PLUS ADDITIVE BID ITEM</b>						<b>\$</b>

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

Award of the contract, if it be awarded, will be in the manner specified in Section 3-1.01 "Award of Contract" of these Special Provisions.

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 San Luis Obispo County Flood Control and Water Conservation District, 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 San Luis Obispo County Flood Control and Water Conservation District 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 District 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 District 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 San Luis Obispo County Flood Control and Water Conservation District 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 District 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.\*
- † 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

FC-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 San Luis Obispo County Flood Control and Water Conservation District, State of California (hereinafter called "District") 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 District 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 District for certain construction specifically described as follows, for which bids are to be opened on \_\_\_\_\_, 20\_\_\_\_, has been submitted by Principal to District for:

**REMOVAL AND REPLACEMENT  
OF THE SECURITY FENCE AT  
LOPEZ WATER TREATMENT PLANT  
ARROYO GRANDE, CA  
CONTRACT NO. 300291**

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 District, in the prescribed form, in accordance with the bid as accepted, and file with the District 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 District.

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 District and judgment is recovered, the Surety shall pay all costs incurred by District in such suit, including a reasonable attorney's fee to be fixed by the court. Death of the Principal shall not relieve Surety of its obligations hereunder.

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.

**SAN LUIS OBISPO COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

**CONTRACT AGREEMENT**

**FOR**

**REMOVAL AND REPLACEMENT  
OF THE SECURITY FENCE AT  
LOPEZ WATER TREATMENT PLANT  
ARROYO GRANDE, CA  
CONTRACT NO. 300291**

**SAN LUIS OBISPO COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

**AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between the San Luis Obispo County Flood Control and Water Conservation District, a political subdivision and County of the State of California, party of the first part, hereinafter called "District" 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 District, for

**REMOVAL AND REPLACEMENT  
OF THE SECURITY FENCE AT  
LOPEZ WATER TREATMENT PLANT  
ARROYO GRANDE, CA  
CONTRACT NO. 300291**

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 San Luis Obispo County Flood Control and Water Conservation District, 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 San Luis Obispo County Flood Control and Water Conservation District, 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 District’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 District’s Board of Supervisors. The Contractor will receive and accept and the District 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 District; 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. 300291, 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 San Luis Obispo County Flood Control and Water Conservation District 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 District 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 District is or becomes defective during the period of said guarantee without expense whatsoever to the District.

#### 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 District 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.

SAN LUIS OBISPO COUNTY  
FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT

CONTRACTOR

By: \_\_\_\_\_  
Chairperson of the Board of Supervisors

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

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

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: \_\_\_\_\_

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

APPROVAL RECOMMENDED  
PAAVO OGREN

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

By: PAAVO OGREN  
Director of Public Works

Address for giving notices:

Date: 5/6/2014

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By: RITA L. NEAL

Date: 5/5/14

**PERFORMANCE BOND**

KNOW ALL BY THESE PRESENTS: That

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

\_\_\_\_\_

(hereinafter designated as "Principal") a contract for \_\_\_\_\_

\_\_\_\_\_ ; and

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

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

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and

meaning, and shall indemnify and save harmless District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force virtue and effect.

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

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

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

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 San Luis Obispo County Flood Control and Water Conservation District, 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 San Luis Obispo County Flood Control and Water Conservation District, 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.

**SAN LUIS OBISPO COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

**SPECIAL PROVISIONS**

**FOR**

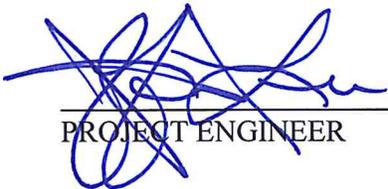
**REMOVAL AND REPLACEMENT  
OF THE SECURITY FENCE AT  
LOPEZ WATER TREATMENT PLANT  
ARROYO GRANDE, CA  
CONTRACT NO. 300291**

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CONTRACT NO. 300291

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

**PREPARED BY:**

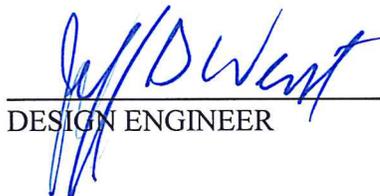
  
PROJECT ENGINEER



5/6/2014  
DATE

  
UTILITIES DIVISION MANAGER

5/7/2014  
DATE

  
DESIGN ENGINEER



5/6/2014  
DATE

**RECOMMENDED FOR APPROVAL AND ADVERTISING BY:**

  
DEPUTY PUBLIC WORKS DIRECTOR

5/6/14  
DATE

**APPROVED BY:**

  
PUBLIC WORKS DIRECTOR

5/6/2014  
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 District 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 District would lack the authority to implement the applicable provisions of the Standard Specifications or Standard Plans absent the District's election to have the District'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 San Luis Obispo County Flood Control and Water Conservation District” 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 San Luis Obispo County Flood Control and Water Conservation District” 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 San Luis Obispo County Flood Control and Water Conservation District 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 the contract, if it be awarded, will be to the responsible bidder with the lowest responsive bid price on the Base Bid plus Additive Bid Item, provided that the sum of the Base Bid and Additive Bid Item is less than, or equal to, the funding amount of \$150,000 (150 Thousand Dollars). If the lowest responsive bid price on the Base Bid plus Additive Bid Item is not less than, or equal to, \$150,000 (150 Thousand Dollars), the award of the contract, if it be awarded, will be to the responsible bidder with the lowest responsive bid price on the Base Bid that is less than, or equal to, \$150,000 (150 Thousand Dollars). Under any scenario, the District has the option of awarding, or not awarding, the Additive Bid Item after the lowest responsible bidder has been determined, and the bidder is bound by its bid amount for said Additive Item. 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 San Luis Obispo County Flood Control and Water Conservation District 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 San Luis Obispo County Flood Control and Water Conservation District 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 San Luis Obispo County Flood Control and Water Conservation District 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 District 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 District's "Notice to Proceed."

This work shall be diligently prosecuted to completion before the expiration of 60 WORKING DAYS from the date of receipt of the District's "Notice to Proceed." The Contractor shall not begin work in advance of receiving the District'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 San Luis Obispo County Flood Control and Water Conservation District, and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the District will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the San Luis Obispo County Flood Control and Water Conservation District the sum of ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800.00) 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 District may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

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

### 4-1.03 CONTRACT SUBMITTALS

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

- Storm Water Pollution Prevention Plan – 3 copies

- Recycling Plan
- Proposed Progress Schedule
- Identity of Project Safety Officer

The Contractor shall allow ten (10) days, not including Saturdays, Sundays, and legal holidays, for the Engineer's review. The Contractor shall revise and resubmit the submittal within 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 District 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 San Luis Obispo County Flood Control and Water Conservation District acting by and through its Department of Public Works and Transportation of the County of San Luis Obispo as the ex officio Public Works Department of the District.”

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 as the ex officio Public Works Director of the District.”

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 San Luis Obispo County Flood Control and Water Conservation District 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 District, 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 San Luis Obispo County Flood Control and Water Conservation District.”

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 San Luis Obispo County Flood Control and Water Conservation District 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 District and shall be delivered to the Engineer at the end of each day. Contractor shall provide the District sufficient advance notice so as to enable a representative of the District 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 District that pertain to the potential claim, the Contractor shall make its records of the project, as deemed by the District to be pertinent to the potential claim, available to the District 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 District 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 District, 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 District. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor. Alternatively, the Contractor may request that the District 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 District 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 District, 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 District 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 District, 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 District.

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 District.

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, District, 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 District may exercise the remedies provided under Public Contract Code §4100. The District 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 District 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 DISTRICT 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 DISTRICT 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				
<b>Contractor Certification: I certify under penalty of perjury that the information provided in this form is complete and accurate.</b>					
Print Name and Title	Signature			Date	
<b>SECTION 2. DISPOSAL REPORT</b>					
	After Construction (actual tons)				
<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>I have reviewed and approved the information submitted in this report for completeness</b>					
Resident Engineer's Name:	Signature:			Date:	
Official Use Only					
Disposal Report Approved <input type="checkbox"/>			Disposal Report Denied <input type="checkbox"/>		
Information Required					
Print Name and Title	Signature			Date	

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**SECTION 6. (BLANK)**

**SECTION 7. (BLANK)**

**SECTION 8. (BLANK)**

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

Work for this project involves security upgrades to the Lopez Water Treatment Plant near Arroyo Grande, California, including removal and disposal of the existing fence and posts and furnishing and installing new chain link security fence with barbed wire top materials and such other items of work not mentioned herein that are required by the Drawings, the Standard Specifications, Standard Plans, or these Special Provisions.

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## SECTION 10. CONSTRUCTION DETAILS

10-1.01 Order of Work: The order of work shall conform to the provisions in Section 5-1.05, Progress Schedule, of the Standard Specifications and these Special Provisions.

It shall be the Contractor's responsibility to insure that adequate lead time is provided for review and approval of all submittals and for ordering of all materials required for construction of the improvements under this Contract.

**At a minimum, submittals for the following material(s) shall be submitted to the Engineer no later than 10 working days after the Contractor's receipt of the Notice to Proceed:**

- **Posts**
- **Chain Link**
- **Barbed Wire**
- **Barbed Wire Top Post**

All work under this Contract shall be conducted in such a manner which will not impact plant operations, not require shutdown of the terminal reservoir, maintain access to and around the terminal reservoir, and minimize traffic obstructions caused by the construction. Impacts to the plant and/or terminal reservoir, adjacent public and/or private property shall not be permitted, and any damage resulting shall be the sole responsibility of the Contractor to fix, repair or replace to pre-existing condition or better to the satisfaction of the District.

The Lopez Water Treatment Plant is a secure facility and shall remain secure during Contractor's operations. Entrance to the project site will be through a locked gate, controlled by Lopez Water Treatment Plant operators. All access shall be coordinated with the operators. Contractor shall minimize trips to and from the project side during each working day. Contractor shall abide by all rules and directions provided by the District regarding conduct within secure sites.

All work shall be completed within sixty (60) working days after the Contractor's receipt of the Notice to Proceed. In order that the work be accomplished in a timely manner, Contractor shall have necessary equipment and materials at the project site prior to the start of work.

Contractor's attention is directed to Section 4-1.02, "Liquidated Damages", of the Special Provisions.

Full compensation for conforming to these requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

10-1.02 Progress Schedule: Attention is directed to Section 5-1.05, “Progress Schedule”, of the Special Provisions regarding submittal of progress schedules. The Contractor’s attention is directed to the service interruption constraints described in Section 10-1.01, “Order of Work”, of these Special Provisions.

10-1.03 Submittals: The Contractor shall submit submittals in accordance with the requirements specified in Section 4-1.03, “Contract Submittals”, and Section 10-1.01, “Order of Work”, of these Special Provisions.

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.

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.

Submittals will only be accepted from the Contractor (not sub-contractor or material supplier).

Payment 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 therefor.

10-1.04 Substitutions and Equivalent Materials: The Engineer shall approve equivalent materials in accordance with Section 6-1.05, “Trade Names and Alternatives”, of the Standard Specifications.

10-1.05 Certificates of Compliance: A certificate of compliance shall be furnished for all materials delivered to the work site. Certificates of compliance shall conform to the provisions in Section 6-1.07, “Certificates of Compliance”, of the Standard Specifications.

10-1.06 Access to the Site: Access to the site will be over public and private roads. Contractor shall exercise care in the use of such roads and shall be responsible to repair at Contractor’s own expense any damage thereto caused by Contractor’s operations. Such repair shall be to the satisfaction of the District or agency having jurisdiction over the road.

Some sections of fence within the site are not accessible by road and will require off-road transportation. Contractor shall exercise care while performing any off-road operations and shall be responsible to repair at Contractor's own expense any damage thereto caused by Contractor's operations. Such repair shall be to the satisfaction of the District.

The Lopez Water Treatment Plant is a secure facility and shall remain secure during Contractor's operations. Entrance to the project site will be through a locked gate, controlled by Lopez Water Treatment Plant operators. All access shall be coordinated with the operators. Contractor shall minimize trips to and from the project side during each working day. Contractor shall abide by all rules and directions provided by the District regarding conduct within secure sites.

Contractor's operations shall not compromise facility security at any time. Contractor shall keep all work, equipment and personnel within the project limits depicted on the Drawings.

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

- 10-1.07 Protection of Property: All structures, utilities, monuments, water works and other equipment and material within the vicinity of the project site shall be protected at all times from the Contractor's operations. Any damage to property caused by the Contractor's operations shall be repaired by the Contractor at the Contractor's expense to the satisfaction of the District or agency having jurisdiction.

The contractor shall be responsible to protect and preserve in place all survey monuments. All disturbed monuments shall be reset by a Professional Land Surveyor or pre-82 Professional Engineer and appropriate corner record or record of survey filed, at the contractors expense.

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

- 10-1.08 Construction Water: The District will permit the Contractor to use water free of charge for construction operations on this project only. If it is determined by the Engineer that Contractor's use of water is excessive or wasteful, the District will charge the Contractor for water usage at a rate to be determined at the time of the Engineer's determination.

Location(s) proposed by the Contractor to obtain water on site are to be approved by the Engineer prior to use.

Full compensation for obtaining, pumping, transporting and applying construction water shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

#### 10-1.10 Construction Site Management

##### 10-1.10A 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

## 10-1.10B 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.

#### 10-1.10C 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.

#### 10-1.10D 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.

#### 10-1.10E 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

10-1.10F 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.

10-1.11 Construction Area Signs: Construction area signs shall conform to the provisions of Section 12, "Construction Area Traffic Control Devices", of the Standard Specifications and these Special Provisions.

The contractor shall furnish all sign panels, posts and hardware. The Contractor shall also erect and maintain all construction area signs shown on the plans and/or specified in these Special Provisions. The Contractor is responsible for having any underground utilities marked where sign posts will be placed. Construction area signs shall not be used until they are needed and when no longer needed, they shall be removed from the site of the work by the Contractor.

The exact location and position of signs shall be determined by the Engineer.

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 repaired or replaced by the Contractor at the Contractor's own 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.

- 10-1.12 Maintaining Traffic: Attention is directed to the provisions of Section 7-108, "Public Convenience", Section 7-1.09, "Public Safety", and Section 12, "Construction Area Traffic Control Devices", of the Standard Specifications and these Special Provisions.

Free access must be maintained to all fire hydrants, water valves and meters, and private driveways. Access to the entrance gate and facilities for the Lopez Water Treatment Plant shall be maintained at all times.

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

- 10-1.13 Contractor's Staging Area: Any staging areas the Contractor proposes to use shall be reviewed and approved by the Engineer. The Contractor shall be responsible for his/her own security and weatherproofing. Missing or damaged material shall be replaced by the Contractor at no additional charge. Use of the staging area shall be subject to the approval of the Engineer and the Contractor shall be required to restore the site to the satisfaction of the Engineer after construction.

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

- 10-1.14 Environmental Mitigation Measures: The Contractor's work shall be in compliance with all conditions and mitigation measures identified in the attached Environmental Permit Summary Form. Specifically, Contractor shall be responsible for performing work in accordance with those conditions and measures labeled as "Contractor" or "Both" in the Responsibility column of the Environmental Permit Summary Form. It shall be the Contractor's responsibility to read and understand the conditions and mitigation measures identified in the Environmental Permit Summary Form.

The District will be responsible for providing the services of a qualified biologist to satisfy the conditions and mitigation measures that require the services of a biologist. The District-supplied biologist's services will include environmental surveys, identification and relocation of species, reporting, correspondence with environmental agencies, and re-vegetation activities not specifically identified in these Special Provisions or shown on the Drawings. **The Contractor shall provide construction site access to the District biologist and shall allow time in the construction schedule to coordinate construction activities with biologist's work efforts.**

The Contractor's attention is specifically directed to the following environmental conditions and mitigations (this list does not relieve the Contractor from complying with other items identified in the Environmental Permit Summary Form):

- **Measure #1:** County responsibility – Notify the EPD if the project description changes.
- **Measure #2:** County responsibility – A qualified biologist must conduct botanical surveys prior to project activities.
- **Measure #3:** Both County and Contractor responsibility – If sensitive or listed species or cultural resources are identified during construction, all work will stop and the Environmental Programs Division will be contacted to determine next steps.

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

- 10-1.15 Existing Facilities: The locations of existing utilities and facilities, where shown on the plans, are based on available records and are approximate only. The Contractor shall assume sole and complete responsibility for locating or having located all underground utilities and other facilities and for protecting the same during the course of constructing the project. Any deviations from the plan location of any existing facilities shall be immediately brought to the attention of the Engineer.

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

- 10-1.16 Mobilization/Demobilization: Mobilization shall conform to the provisions in Section 11, "Mobilization", of the Standard Specifications and these Special Provisions.

Prior to final demobilization from the worksite, Contractor shall remove from the vicinity of the completed work and adjacent property and streets, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. All parts of the work shall be left in a neat and presentable condition. All disturbed areas and surfaces shall be returned to their original condition unless otherwise shown on the plans or specified in these Special Provisions.

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

- 10-1.17 Segment 1 - Demolition: Demolition shall consist of removing and disposing of existing fence materials, connectors or fasteners and other facilities and equipment required to perform work as shown on the plans and specified in these Special

Provisions. Removal shall include disconnecting any equipment, cabling or facilities as shown on the Plans and specified in these Special Provisions.

Any clearing and grubbing required for demolition and/or construction of new improvements shall conform to the provisions in Section 16, Clearing and Grubbing, of the Standard Specifications and these Special Provisions.

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

The contract lump sum price paid for **“SEGMENT 1 - DEMOLITION”** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing and disposing of all existing fence materials; tree trimming and/or removal; clearing and grubbing; and all other appurtenant work, removals and disposals 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.

10-1.18 Segment 1 - Chain Link Security Fence: All fences in this contract shall conform to the provisions in Section 80, “Fences”, of the Caltrans Standard Specifications and Caltrans Standard Plans.

Fencing shall be chain link fence Type CL-6 with 3-strand barbed wire apron, offset 1’ inside the property boundary. At monument locations offset will be increased to 2’ with a taper to achieve offset at least 20’ long per Standard Plans.

The contractor shall be responsible to protect and preserve in place all survey monuments. All disturbed monuments shall be reset by a Professional Land Surveyor or pre-82 Professional Engineer and appropriate corner record or record of survey filed, at the contractors expense.

All posts shall be round and sized per Caltrans Standard Plans A85 using a fence height “Over 6 feet”.

Contractor shall provide end post assemblies at the beginning and ending of new fences under this contract and line posts in accordance with the Plans and these Special Provisions. They shall be considered as included in the contract price paid per foot for each type of new fence. Contractor shall connect existing fence remaining to the new pull post assemblies.

Holes resulting from the removal of line posts shall be backfilled.

Openings made in existing fences for installation of new fence shall be closed during the working day in which the openings are made and when work is not in progress. Temporary closures shall be made with the existing fence material or with 6 foot chain link as directed by the Engineer.

Chain link security fence shall be measured in accordance with Section 80 "Fences" of the Standard Specifications.

The contract price paid per linear foot for "**SEGMENT 1 - CHAIN LINK SECURITY FENCE**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the fence construction, including installing, temporary fence closures, connecting to existing fence, backfilling existing post holes, inspecting and preparing as-built drawings for the fence, complete in place, including the footings, posts, chain link fabric, barbed wire, anchors, attachments to structures, and all related appurtenances, as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

- 10-1.19 Segment 2 – Demolition (Additive Bid Item): Demolition shall consist of removing and disposing of existing fence materials, connectors or fasteners and other facilities and equipment required to perform work as shown on the plans and specified in these Special Provisions. Removal shall include disconnecting any equipment, cabling or facilities as shown on the Plans and specified in these Special Provisions.

Any clearing and grubbing required for demolition and/or construction of new improvements shall conform to the provisions in Section 16, "Clearing and Grubbing", of the Standard Specifications and these Special Provisions.

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

The contract lump sum price paid for "**SEGMENT 2 - DEMOLITION**" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing and disposing of all existing fence materials; tree trimming and/or removal; clearing and grubbing; and all other appurtenant work, removals and disposals 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.

- 10-1.20 Segment 2 - Chain Link Security Fence (Additive Bid Item): All fences in this contract shall conform to the provisions in Section 80, "Fences", of the Caltrans Standard Specifications and Caltrans Standard Plans.

Fencing shall be chain link fence Type CL-6 with 3-strand barbed wire apron, offset 1' inside the property boundary and not offset as shown in the Standard Plans. At monument locations offset will be increased to 2' with a taper to achieve offset at least 20' long per Standard Plans.

The contractor shall be responsible to protect and preserve in place all survey monuments. All disturbed monuments shall be reset by a Professional Land Surveyor

or pre-82 Professional Engineer and appropriate corner record or record of survey filed, at the contractors expense.

All posts shall be round and sized per Caltrans Standard Plans A85 using a fence height "Over 6 feet".

Contractor shall provide end post assemblies at the beginning and ending of new fences under this contract and line posts in accordance with the Plans and these Special Provisions. They shall be considered as included in the contract price paid per foot for each type of new fence. Contractor shall connect existing fence remaining to the new pull post assemblies.

Holes resulting from the removal of line posts shall be backfilled.

Chain link security fence shall be measured in accordance with Section 80 "Fences" of the Standard Specifications.

Openings made in existing fences for installation of new fence shall be closed during the working day in which the openings are made and when work is not in progress. Temporary closures shall be made with the existing fence material or with 6 foot chain link as directed by the Engineer.

The contract price paid per linear foot for "**SEGMENT 2 - CHAIN LINK SECURITY FENCE**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the fence construction, including installing, temporary fence closures, connecting to existing fence, backfilling existing post holes, inspecting and preparing as-built drawings for the fence, complete in place, including the footings, posts, chain link fabric, barbed wire, anchors, attachments to structures, and all related appurtenances, as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

10-1.21 Segment 3 – Demolition (Additive Bid Item): Demolition shall consist of removing and disposing of existing fence materials, connectors or fasteners and other facilities and equipment required to perform work as shown on the plans and specified in these Special Provisions. Removal shall include disconnecting any equipment, cabling or facilities as shown on the Plans and specified in these Special Provisions.

Any clearing and grubbing required for demolition and/or construction of new improvements shall conform to the provisions in Section 16, "Clearing and Grubbing", of the Standard Specifications and these Special Provisions.

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

The contract lump sum price paid for **“SEGMENT 3 - DEMOLITION”** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing and disposing of all existing fence materials; tree trimming and/or removal; clearing and grubbing; and all other appurtenant work, removals and disposals 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.

10-1.22 Segment 3 - Chain Link Security Fence (Additive Bid Item): All fences in this contract shall conform to the provisions in Section 80, “Fences”, of the Caltrans Standard Specifications and Caltrans Standard Plans.

Fencing shall be chain link fence Type CL-6 with 3-strand barbed wire apron, offset 1’ inside the property boundary and not offset as shown in the Standard Plans. At monument locations offset will be increased to 2’ with a taper to achieve offset at least 20’ long per Standard Plans.

The contractor shall be responsible to protect and preserve in place all survey monuments. All disturbed monuments shall be reset by a Professional Land Surveyor or pre-82 Professional Engineer and appropriate corner record or record of survey filed, at the contractors expense.

All posts shall be round and sized per Caltrans Standard Plans A85 using a fence height “Over 6 feet”.

Contractor shall provide end post assemblies at the beginning and ending of new fences under this contract and line posts in accordance with the Plans and these Special Provisions. They shall be considered as included in the contract price paid per foot for each type of new fence. Contractor shall connect existing fence remaining to the new pull post assemblies.

Holes resulting from the removal of line posts shall be backfilled.

Chain link security fence shall be measured in accordance with Section 80 “Fences” of the Standard Specifications.

Openings made in existing fences for installation of new fence shall be closed during the working day in which the openings are made and when work is not in progress. Temporary closures shall be made with the existing fence material or with 6 foot chain link as directed by the Engineer.

The contract price paid per linear foot for **“SEGMENT 3 - CHAIN LINK SECURITY FENCE”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the fence construction, including installing, temporary fence closures, connecting to existing fence, backfilling existing post holes, inspecting and preparing as-built drawings for the fence, complete in place, including the footings, posts, chain link

fabric, barbed wire, anchors, attachments to structures, and all related appurtenances, as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

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## SECTION 11. AMENDMENTS TO STANDARD SPECIFICATIONS

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### SECTION 5 CONTROL OF WORK (Issued 06-01-11)

**Add:**

#### **5-1.055 SUBCONTRACTING**

##### **5-1.055A General**

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

If you violate Pub Cont Code § 4100 et seq., the Department may exercise the remedies provided under Pub Cont Code § 4110. The Department may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

Except for a building-construction non-federal-aid contract, perform work equaling at least 30 percent of the value of the original total bid with your employees and with equipment owned or rented by you, with or without operators.

Each subcontract must comply with the contract.

The Department encourages you to include a dispute resolution process in each subcontract.

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

Submit copies of subcontracts upon request.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

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

#### **5-1.116 DIFFERING SITE CONDITIONS (23 CFR 635.109)**

##### **5-1.116A Contractor's Notification**

Promptly notify the Engineer if you find either of the following:

1. Physical conditions differing materially from either of the following:
  - 1.1. Contract documents
  - 1.2. Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract

Include details explaining the information you relied on and the material differences you discovered.

If you fail to notify the Engineer promptly, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

#### **5-1.116B Engineer's Investigation and Decision**

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

You may protest the Engineer's decision.

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## **SECTION 6 CONTROL OF MATERIALS** **(Issued 05-01-09)**

### **Replace Section 6-1.05 with:**

#### **6-1.05 SPECIFIC BRAND OR TRADE NAME AND SUBSTITUTION**

A reference to a specific brand or trade name establishes a quality standard and is not intended to limit competition. You may use a product that is equal to or better than the specified brand or trade name if approved.

Submit a substitution request within a time period that:

1. Follows Contract award
2. Allows 30 days for review
3. Causes no delay

Include substantiating data with the substitution request that proves the substitution:

1. Is of equal or better quality and suitability
2. Causes no delay in product delivery and installation

#### **6-1.075 GUARANTEE**

Guarantee the work remains free from substantial defects for 1 year after contract acceptance except for work parts for which you were relieved of maintenance and protection. Guarantee each of these relieved work parts for 1 year after the relief date.

The guarantee excludes damage or displacement caused by an event outside your control including:

1. Normal wear and tear
2. Improper operation
3. Insufficient maintenance
4. Abuse

5. Unauthorized change
6. Act of God

During the guarantee period, repair or replace each work portion having a substantial defect. The Department does not pay for corrective work.

During corrective work activities, provide insurance coverage specified for coverage before contract acceptance.

The contract bonds must be in full force and effect until the later of:

1. Expiration of guarantee period
2. Completion of corrective work

If a warranty specification conflicts with Section 6-1.075, "Guarantee," comply with the warranty specification.

During the guarantee period, the Engineer monitors the completed work. If the Engineer finds work having a substantial defect, the Engineer lists work parts and furnishes you the list.

Within 10 days of receipt of the list, submit for authorization a detailed plan for correcting the work. Include a schedule that includes:

1. Start and completion dates
2. List of labor, equipment, materials, and any special services you plan to use
3. Work related to the corrective work, including traffic control and temporary and permanent pavement markings

The Engineer notifies you when the plan is authorized. Start corrective work and related work within 15 days of notice.

If the Engineer determines corrective work is urgently required to prevent injury or property damage:

1. The Engineer furnishes you a request to start emergency repair work and a list of parts requiring corrective work
2. Mobilize within 24 hours and start work
3. Submit a corrective work plan within 5 days of starting emergency repair work

If you fail to perform work as specified, the Department may perform the work and bill you.

## **SECTION 9 MEASUREMENT AND PAYMENT**

**(Issued 03-11-10)**

### **In Section 9-1.03A replace the 2nd paragraph with:**

To the total of the direct costs computed as provided in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," there will be added a markup of 35 percent to the cost of labor, 15 percent to the cost of materials, and 15 percent to the cost of equipment rental.

### **In Section 9-1.03A replace the 4th paragraph with:**

If a subcontractor performs work at force account, accept an additional 10 percent markup to the total cost of that work paid at force account, including markups specified in Section 9-1.03, "Force Account Payment," as reimbursement for additional administrative costs.

### **Replace Section 9-1.03B with:**

The Contractor, and all subcontractors obtained before or after contract execution, shall itemize the labor, material, and equipment rental costs, and shall not be deemed specialists unless the selected Contractor or available subcontractors on site are not capable of performing the specialty work and it is not the special service industry's established practice to provide cost itemization. In addition, the Engineer may approve work required to be performed at an off-site manufacturing plant or machine shop to be paid as a non-itemized specialist billing. To obtain approval as a specialist, the Contractor shall submit on behalf of the subcontractor a request to the Engineer prior to the start of the proposed specialist work.

If approval is granted, the Engineer will accept the non-itemized invoices for specialty work performed, provided the invoices are at current market rates. Markup percentages of Section 9-1.03A, "Work Performed by Contractor," will not apply. A markup of 10 percent will be added to the total cost of the extra work. The 10 percent markup shall reimburse the Contractor for additional administrative costs, and no other payment will be made by reason of performance of the extra work by a specialist.

If approval is not granted prior to the start of the proposed specialty work, the Contractor or subcontractor shall itemize labor, material, and equipment rental costs and apply percentage markups as required by Section 9-1.03A, "Work Performed by Contractor."

### **In Section 9-1.03C delete the 6th paragraph.**

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## **SECTION 12 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES**

**(Issued 11-07-08)**

**In Section 12-1.01 in the 2nd paragraph, replace the 1st sentence with:**  
Attention is directed to Part 6 of the California MUTCD.

**Replace Section 12-2.01 with:**

**12-2.01 FLAGGERS**

Flaggers while on duty and assigned to traffic control or to give warning to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in conformance with Part 6 of the California MUTCD. The equipment shall be furnished and kept clean and in good repair by the Contractor at the Contractor's expense.

All flaggers shall wear safety apparel meeting the requirements of ANSI/ISEA 107-2004 for Class 2 or 3 garment and complying with 71 Fed Reg 67792.

**In Section 12-3.01 replace the 1st paragraph with:**

In addition to the requirements in Part 6 of the California MUTCD, all devices used by the Contractor in the performance of the work shall conform to the provisions in this Section 12-3.

**In Section 12-3.06 in the 1st paragraph, replace the 2nd sentence with:**

Construction area signs are shown in or referred to in Part 6 of the California MUTCD.

**In Section 12-3.06 in the 4th paragraph, replace the 1st sentence with:**

All construction area signs shall conform to the dimensions, color and legend requirements of the plans, Part 6 of the California MUTCD and these specifications.

**In Section 12-3.06 in the 8th paragraph, replace the 1st sentence with:**

Used signs with the specified sheeting material will be considered satisfactory if they conform to the requirements for visibility and legibility and the colors conform to the requirements in Part 6 of the California MUTCD.

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**SECTION 14 (BLANK)**

**(Issued 06-01-11)**

**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 take archaeological resources 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) for an AMA is described in the Contract, install temporary fence (Type ESA) 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 take paleontological resources 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 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.

## **14-9 AIR QUALITY**

### **14-9.01 AIR POLLUTION CONTROL**

Comply with air pollution control rules, regulations, ordinances, and statutes that apply to work performed under the Contract, including air pollution control rules, regulations, ordinances, and statutes provided in Govt Code § 11017 (Pub Cont Code § 10231).

Do not burn material to be disposed of.

### **14-9.02 DUST CONTROL**

Prevent and alleviate dust by applying water, dust palliative, or both under Section 14-9.01.

Apply water under Section 17, "Watering."

Apply dust palliative under Section 18, "Dust Palliative."

If ordered, apply water, dust palliative, or both to control dust caused by public traffic. This work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

## **14-10 SOLID WASTE DISPOSAL AND RECYCLING**

### **14-10.01 SOLID WASTE DISPOSAL AND RECYCLING**

Submit an annual Solid Waste Disposal and Recycling Report between January 1 and 15 for each year work is performed under the Contract at any time during the previous calendar year. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project from January 1 through December 31 of the previous calendar year.

Submit a final annual Solid Waste Disposal and Recycling Report within 5 business days after Contract acceptance. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project from January 1 to Contract acceptance.

For each failure to submit a completed form, the Department withholds \$10,000.

## **14-11 HAZARDOUS WASTE AND CONTAMINATION**

### **14-11.01 GENERAL**

Reserved

### **14-11.02 ASBESTOS AND HAZARDOUS SUBSTANCES**

Upon discovery, immediately stop working in and notify the Engineer of areas where asbestos or a hazardous substance is present if the:

1. Contractor reasonably believes the substance is asbestos as defined in Labor Code § 6501.7 or a hazardous substance as defined in Health & Safety Code §§ 25316 and 25317
2. Presence is not described in the Contract
3. Substance has not been made harmless

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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 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)

## ENVIRONMENTAL PERMIT SUMMARY FORM

**Date:** December 4, 2012

**To:** Eric Laurie, Project Manager

**From:** Katie Drexhage

**Subject:** Environmental Review & Permit Status for the Zone 3 Security Fence Around Lopez Terminal Project; 300291

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	Categorical Exemption	X
NEPA Review	Not applicable	
Coastal Permit	Not applicable, not in coastal zone	
CZMA	Not applicable, not in coastal zone	
CDFG 1601	Not applicable, no substantial alteration of bed/bank	
USACOE 404	Not applicable, no fill of jurisdictional waters	
NMFS ESA	Not applicable, no listed species effects	
USFWS ESA	Not applicable, no listed species effects	
RWQCB 401	Not applicable, no 404 permit required	
NPDES	Not applicable, less than 1 acre disturbance	

Measure #	Special Environmental Conditions	Responsibility: Contractor, County or Both
1	Please notify the EPD if the project description changes.	County
2	A qualified biologist must conduct botanical surveys prior to project activities.	County
3	If sensitive or listed species or cultural resources are identified during construction, all work will stop and the Environmental Programs Division will be contacted to determine next steps.	Both



# NOTICE OF EXEMPTION

SAN LUIS OBISPO COUNTY DEPARTMENT OF PLANNING AND BUILDING

976 OSOS STREET • ROOM 200 • SAN LUIS OBISPO • CALIFORNIA 93408 • (805) 781-5600

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

(ENDORSED)  
**FILED**

AUG 29 2012

JULIE L. RODEWALD, COUNTY CLERK

BY Ingrid Fagan  
DEPUTY CLERK

Zone 3 Lopez Terminal Reservoir Security Fencing Project, 300291.02

**Project Title**

Lopez Reservoir is located approximately 5 miles east of Arroyo Grande

**Project Location - Specific**

San Luis Obispo

**Project Location – County**

The Department of Public Works is proposing to install new and replace existing security fencing around the Lopez Terminal Reservoir.

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

County of San Luis Obispo, County Government Center Rm 207, San Luis Obispo, CA 93408

**Name of Public Agency Approving Project**

County of San Luis Obispo Flood Control and Water Conservation District

**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: 1 (f) }
- Statutory Exemption {Sec. \_\_\_\_\_}

**Reasons why project is exempt:** Art. 19 - Categorical Exemption descriptions

Katie Drexhage

805 781 4469

**Lead Agency Contact Person**

**Telephone**

<b>If filed by applicant:</b>	
1.	Attach certified document of exemption finding
2.	Has a notice of exemption been filed by the public agency approving the project?
	Yes <input type="checkbox"/> No <input type="checkbox"/>

Signature Ellen Carroll Date 8-29-12

Name (Print) Ellen Carroll Title Sw. Cevelmeyer

**SECTION 13. RULES GOVERNING BID PROTESTS AND OTHER CHALLENGES TO AWARDS OF CONSTRUCTION CONTRACTS**

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# SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

## Rules Governing Bid Protests And Other Challenges to Awards of Construction Contracts

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The requirements set forth in these “Rules Governing Bid Protests And Other Challenges to Awards of Construction Contracts” (“Rules”) 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 court action.

A Bidder may not rely upon another Bidder’s compliance with the requirements of these Rules. 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.

Nothing in these Rules affects the right of the District to reject all bids at any time prior to the award of a Construction Contract.

### 1.1 Definitions.

- 1.1.1 Bidder - The contractor submitting a bid in response to a District solicitation for bids on a Construction Contract.
- 1.1.2 Protestor - A Bidder who files a Protest in accordance with the provisions of these Rules.
- 1.1.3 Board – Board of Supervisors of the San Luis Obispo County Flood Control and Water Conservation District (hereinafter, also “District”).
- 1.1.4 Construction Contract - Any Construction Contract which is formally or informally advertised for bids in which the District is, or will be, a party.
- 1.1.5 Protest – Any challenge, objection, or protest to the award of a Construction Contract to any Bidder.
- 1.1.6 Response – Any response to a Protest that is filed by an Interested Party in accordance with the provisions of these Rules.
- 1.1.7 Public Works Department - The District department responsible for the preparation of the bid documents for the Construction Contract and the administration of the Construction Contract.
- 1.1.8 Director - The person appointed to be the head of the Department of Public Works and Transportation, or that person designated by the Director to

assume the powers, duties, and responsibilities conferred upon the Director under the terms of these Rules.

1.1.9 Initial Determination – A written notice by the Director that notifies a Bidder of the reasons why the Director believes that a bid is nonresponsive, or that a Bidder is not a responsible Bidder.

1.1.10 Interested Parties - For the purpose of these Rules, Interested Parties are defined as:

1.1.10.1 The Public Works Department and/or its Director.

1.1.10.2 Any Bidder that filed a Protest or whose bid is the subject of an Initial Determination.

1.1.10.3 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.

## 1.2 Director's Independent Authority to Determine Bid Responsiveness and Bidder Responsibility.

1.2.1 Regardless of whether a Protest is submitted under these Rules, the Director is authorized to determine whether any bid is a responsive bid and whether any Bidder is a responsible Bidder. In the event the Director issues an Initial Determination, the Director shall provide the Interested Parties with written notice of the Initial Determination at least five (5) business days before the Director renders a final decision addressing the grounds stated in the Initial Determination. A final decision of the Director under this section 1.2 shall be the final decision of the District with no provision for reconsideration or appeal to the Board.

1.2.2 The Director 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 Director through the processing of a Protest pursuant to the procedures set forth in these Rules.

1.2.3 The Director reserves the right to amend or withdraw an Initial Determination at any time before the Director 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.

## 1.3 Basis for Protest.

1.3.1 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:

1.3.1.1 A Protestor objects to a Construction Contract being awarded to another Bidder on the grounds that the other Bidder's bid is nonresponsive.

- 1.3.1.2 A Protestor objects to a Construction Contract being awarded to another Bidder on the grounds that the other Bidder is not a responsible Bidder.
- 1.3.1.3 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.
- 1.3.1.4 A Protestor objects to the Director's Initial Determination issued under section 1.2.1 above.
- 1.3.2 Required Form of Protest - All Protests shall be made in writing, containing the information listed below, and shall be filed with the Public Works Department as identified in the solicitation package. Protests shall contain the following information:
  - 1.3.2.1 The name, address, telephone, facsimile numbers, and email address of the Protestor.
  - 1.3.2.2 The signature of the Protestor or its representative.
  - 1.3.2.3 The bid, solicitation, and/or contract number.
  - 1.3.2.4 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 Protestor believes there are some facts relevant to its Protest that Protestor cannot adequately present in writing, Protestor must describe such facts in its Protest under the heading "Facts Requiring Oral Presentation", and state therein the reasons why the Bid Protestor believes it cannot adequately present those facts through documentation.
  - 1.3.2.5 All information establishing that the Protestor is a Bidder for the purpose of filing a Protest.
  - 1.3.2.6 The form of relief requested.

#### 1.4 Protest Requirements and Procedure.

- 1.4.1 Standing to Protest - Protests shall be filed only by a Bidder.
- 1.4.2 Time for Filing a Protest:
  - 1.4.2.1 Except as provided in sections 1.4.2.2 and 1.4.2.3 below, all Protests must be submitted in writing to the Director before 5 p.m. PST of the sixth (6) business day following the date upon which the bids on the Construction Contract were opened.
  - 1.4.2.2 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 Director 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.

- 1.4.2.3 When the Protestor objects to an Initial Determination made by the Director under section 1.2.1 above, the Protest must be submitted in writing to the Director 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).
- 1.4.3 Written Responses of Interested Parties - If any Interested Party desires to respond to the Protest, the Response must be submitted in writing to the Director 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.
- 1.4.4 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 sent to the Director. 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.
- 1.4.5 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 Public Works Department or its Director 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 Public Works Department or its Director other than during an oral presentation properly noticed by the Director under these Rules.
- 1.4.6 Suspension of Process for Proposed Rejection of all Bids - At any time during the processing of a Protest, the Director may elect to indefinitely suspend any further processing of the Protest by providing written notice to all Interested Parties that the Director intends to recommend to the Board that all bids be rejected. All time deadlines provided in these Rules shall be tolled during any such suspension period. If the Board decides to not reject all bids, or if the Director otherwise decides to lift the suspension, the requirements of these Rules shall be reactivated upon the Director providing all Interested Parties with written notice thereof.

## 1.5 Summary Dismissal of Protest.

The Director 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 1.3.2., "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. Such a summary dismissal shall be the final decision of the District with no provision for reconsideration or appeal to the District.

#### 1.6 Decision by the Director Based on Written Submissions Only.

In reaching a decision on the merits of a Protest, the Director may consider relevant documentation submitted by the Protestor and any other Interested Party. If the Director wishes to have additional information submitted that was not included in the Protest or in any documentation from other Interested Parties, the Director may make a request specifying the information sought and time for submittal. Submissions of additional information that have not been specifically requested by the Director may not be considered at the Director's sole discretion. If the Director does not provide an opportunity for an oral presentation under section 1.7 below, the Director will issue a written decision without any oral presentation. The Director's decision shall be the final decision of the District with no provision for reconsideration or appeal to the Board.

#### 1.7 Decision by the Director Following Oral Presentation.

1.7.1 The Director may, at his or her discretion, elect to provide an opportunity for the Protestor and other Interested Parties to make an oral presentation to the Director regarding the Protest. In such event, oral presentations shall be conducted in accordance with the following procedure:

1.7.1.1 Notice of Oral Presentation - The Director 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 Director for good cause.

1.7.1.2 Guidelines for Oral Presentation - Oral presentations are informal in nature and shall be made by the Protestor or its authorized representative. Technical rules of evidence shall not apply. The Director will determine how the oral presentations will be conducted and may set time limits for the presentation. The Director may question Interested Parties or provide an opportunity for Interested Parties to make an oral presentation. The Director may request additional documentation or information prior to, during or after the oral presentation. Unless requested by the Director, additional documentation or information may not be accepted.

1.7.1.3 Record of Oral Presentation - Any Interested Party may request, and in the Director's sole discretion, the Director may allow recording of the presentation. If the Director 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 Director and other Interested Parties. There shall be no cost to the District.

- 1.7.1.4 Decisions - The Director 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 Director. A copy of the decision will be furnished to the Interested Parties. The decision shall be the final decision of the District with no provision for reconsideration or appeal to the Board.

## 1.8 Effect on Contracts.

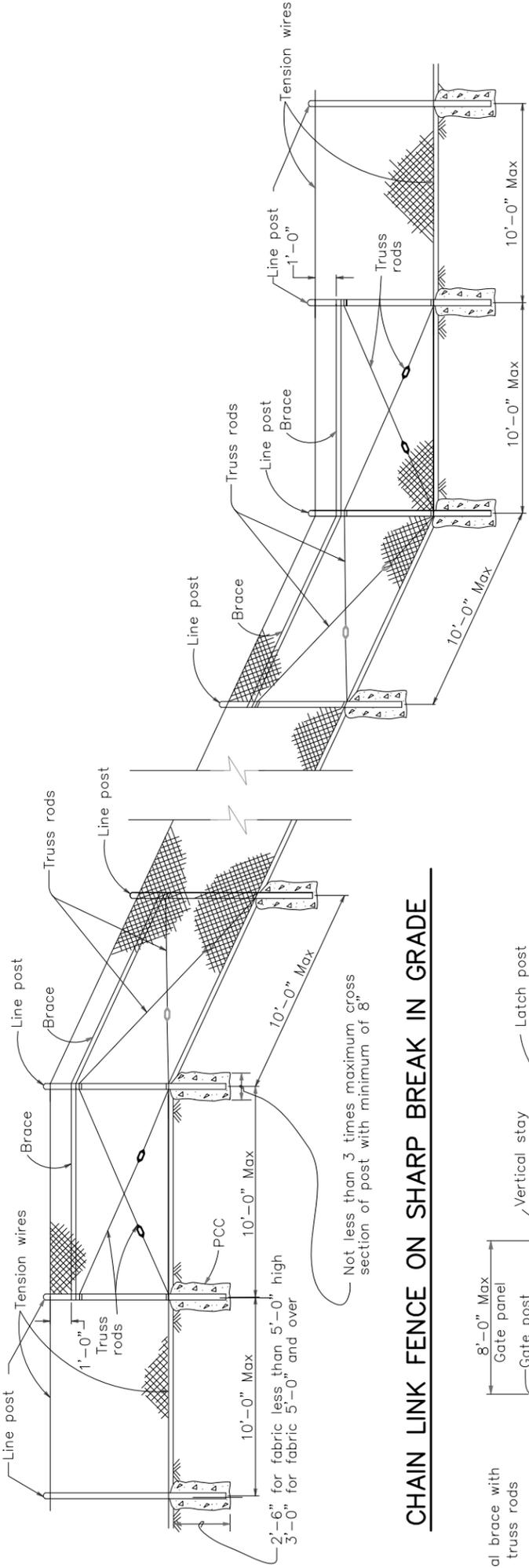
The failure of a District employee to comply with the provisions stated in these Rules shall in no way affect the validity of any Construction Contract entered into by the District.

## 1.9 Director 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 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., a final decision of the Director 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 District. Any other final decision of the Director 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 District with no provision for reconsideration or appeal to the Board.

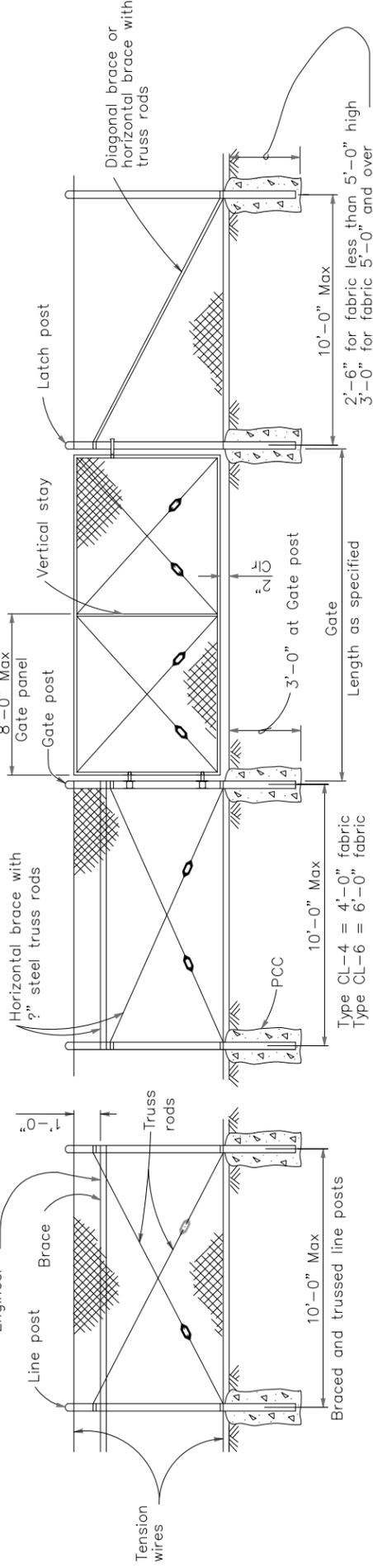
## **STANDARD PLANS**

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**CHAIN LINK FENCE ON SHARP BREAK IN GRADE**

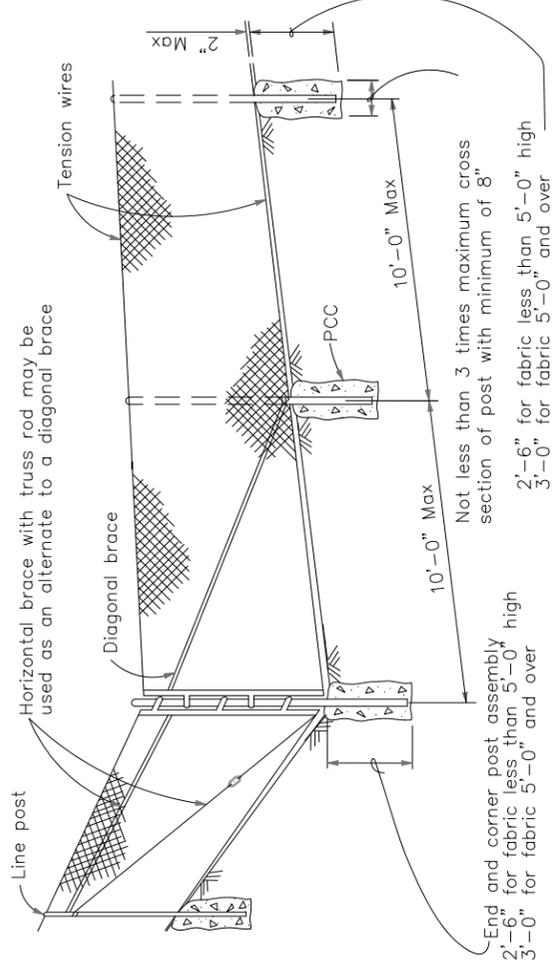
Brace to be removed after all other fence construction is completed unless otherwise directed by the Engineer



**CHAIN LINK GATE INSTALLATION**

**NOTES:**

1. The below table shows examples of post and brace sections which may comply with the Specifications.
2. Sections shown in the tables must also comply with the strength requirements and other provisions of the Specifications.
3. Other sections which comply with the strength requirements and other provisions of the Specifications may be used on approval of the Engineer.
4. Options exercised shall be uniform on any one project.
5. Dimensions shown are nominal.
6. Offset to be 2'-0" at monument locations, measured at right angles to R/W lines. Taper to achieve offset to be at least 20'-0" long.



**CORNER POST**

FENCE HEIGHT	GATE WIDTHS	NOMINAL ID	WEIGHT PER FOOT
6'-0" and Less	Up thru 6'-0"	2.5"	4.95 LB
	Over 6'-0" thru 12'-0"	4"	10.79 LB
	Over 12'-0" thru 18'-0"	5"	14.62 LB
Over 6'-0"	Over 18'-0" to 24'-0" Max	6"	18.97 LB
	Up thru 6'-0"	3"	7.58 LB
	Over 6'-0" thru 12'-0"	5"	14.62 LB
	Over 12'-0" thru 18'-0"	6"	18.97 LB
	Over 18'-0" to 24'-0" Max	8"	28.55 LB

Above post dimensions and weights are minimums. Larger sizes may be used on approval of the Engineer.

FENCE HEIGHT	LINE POSTS		END, LATCH & CORNER POSTS		BRACES	
	ROUND ID	H	ROUND ID	ROLL FORMED	ROUND ID	H
6' & less	1.5"	1.88" x 1.62"	2"	3.5" x 3.5"	1.25"	1.5" x 1.31"
Over 6'	2"	2.25" x 2"	2.5"	3.5" x 3.5"	1.25"	1.5" x 1.31"
					1.62" x 1.25"	1.75" x 1.25"
					1.62" x 1.25"	1.75" x 1.25"

**TYPICAL MEMBER DIMENSIONS (See Notes)**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**CHAIN LINK FENCE**  
NO SCALE

RSP A85 DATED JUNE 5, 2009 SUPERSEDES STANDARD PLAN A85  
DATED MAY 1, 2006 - PAGE 111 OF THE STANDARD PLANS BOOK DATED MAY 2006.

**REVISED STANDARD PLAN RSP A85**

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## PLANS

JOB NO.	SHEET NO.	TOTAL SHEETS
WBS300291	1	4

**INDEX OF SHEETS**

SHEET NO. 1	TITLE SHEET
SHEET NO. 2	SITE PLAN
SHEET NO. 3	SITE PLAN
SHEET NO. 4	TRAFFIC CONTROL PLAN

**SAN LUIS OBISPO COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
UTILITIES DIVISION**

APPROVED: May 6, 20 14  
Dave Flynn  
DEPUTY DIRECTOR OF PUBLIC WORKS



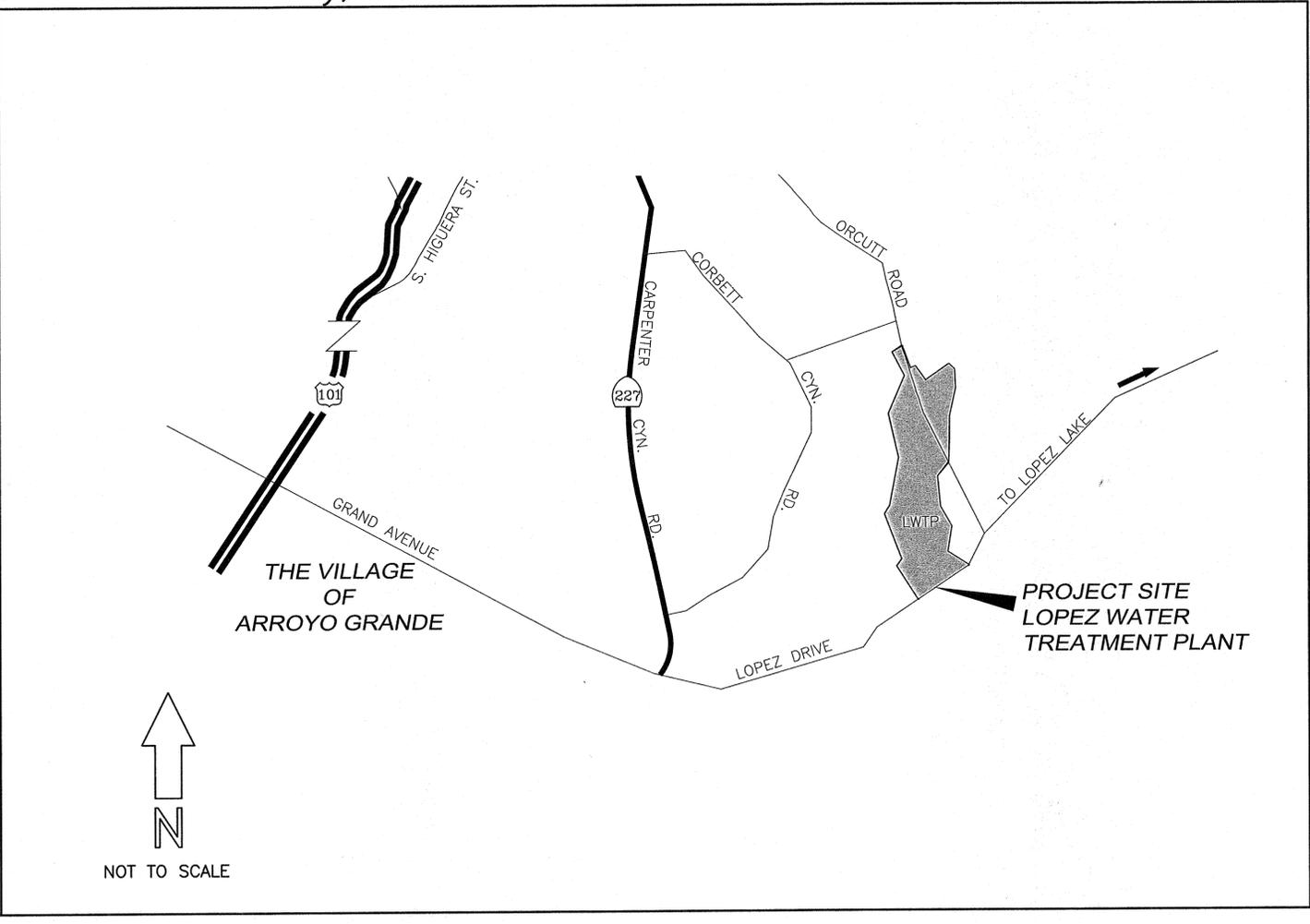
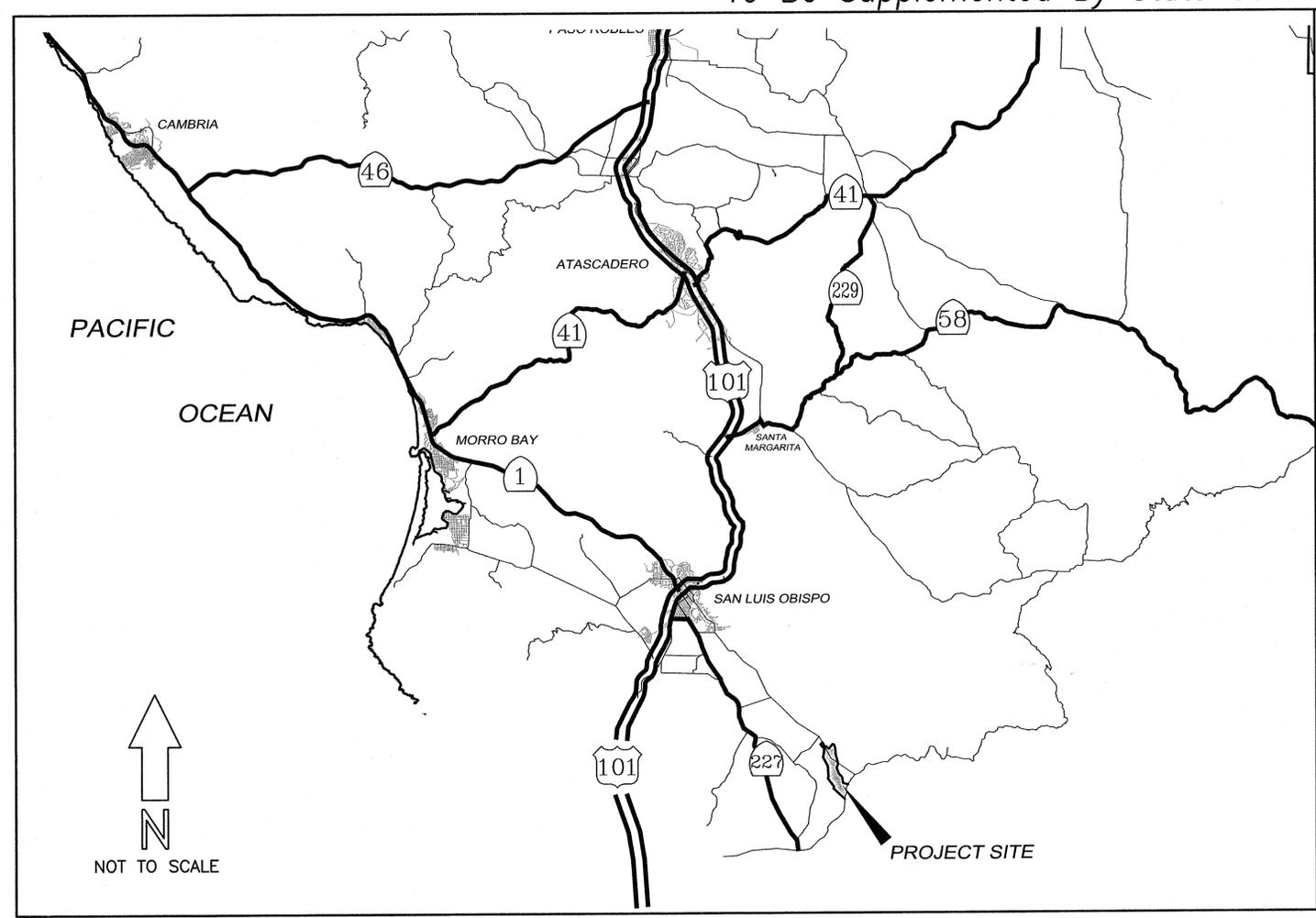
**LICENSE REQUIREMENTS**

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 AT THE TIME THIS CONTRACT IS AWARDED 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 8-1.01, "SUBCONTRACTING," OF THE STANDARD SPECIFICATIONS.

**PLANS FOR THE REMOVAL AND REPLACEMENT OF THE  
SECURITY FENCE AT  
LOPEZ WATER TREATMENT PLANT  
ARROYO GRANDE, CA  
CONTRACT NO. 300291**

APPROVED: May 7, 20 14  
D. B. [Signature]  
UTILITIES DIVISION MANAGER

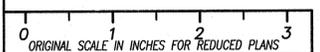
*To Be Supplemented By State Standard Plans Dated May, 2006.*



~~BASIS OF BEARING~~  
~~ALL COORDINATES SHOWN ARE IN~~  
~~CONFORMANCE WITH THE CALIFORNIA~~  
~~STATE COORDINATE SYSTEM, ZONE~~  
~~PER 18/LS/4.~~

LOCATION MAP

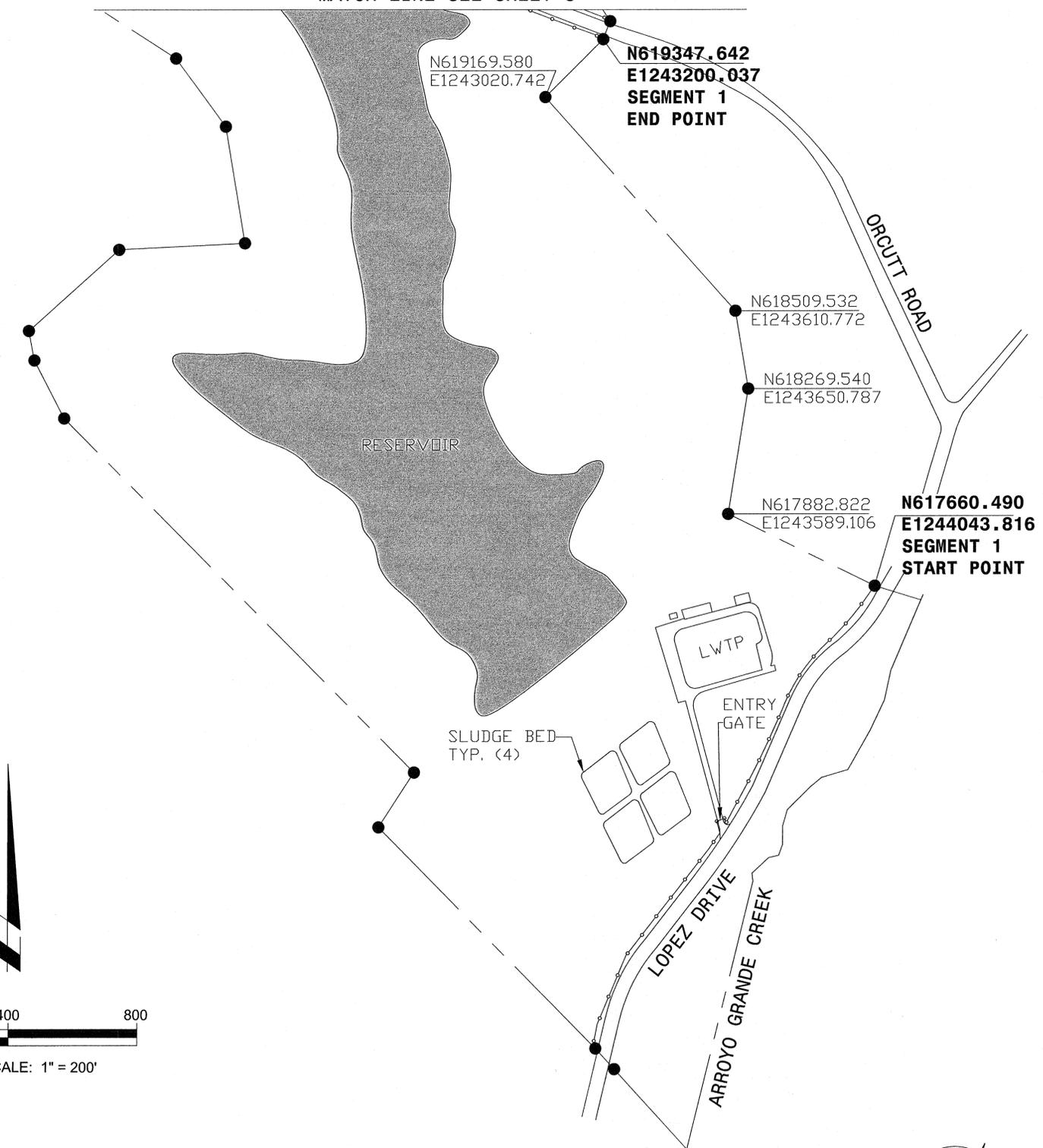
VICINITY MAP



COUNTY OF SAN LUIS OBISPO - PUBLIC WORKS DEPARTMENT					
LOPEZ WATER TREATMENT PLANT-ARROYO GRANDE, CA					
SECURITY FENCE REPLACEMENT PROJECT					
TITLE SHEET					
Designer	Date	Drawn By	Revised	Design Engineer	Scale
J.LEE	05-02-14	KSS		J.WERST	NO SCALE

JOB NO.	SHEET NO.	TOTAL SHEETS
WBS300291	2	4

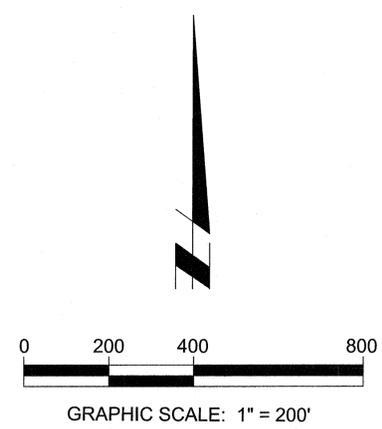
MATCH LINE SEE SHEET 3



**LEGEND**

TYP.	TYPICAL
●	RECORD MONUMENT PER 18/LS/1
---	RECORD PROPERTY BOUNDARY PER 18/LS/1
○-○	EXISTING CHAIN LINK FENCE
==	EXISTING ROADWAY
◊	EXISTING RESERVOIR

- NOTES:**
1. CONSTRUCT NEW 6' CHAIN LINK FENCE PER CALTRANS STANDARD PLAN A85 WITH BARBED WIRE POST TOP PER CALTRANS STANDARD A85A. OFFSET FENCE 1' INSIDE PROPERTY BOUNDARY, AND 2' AT MONUMENT LOCATIONS PER CALTRANS STANDARD PLAN A85.
  2. CONNECTION TO EXISTING FENCE SHALL BE IN ACCORDANCE WITH CALTRANS STANDARD PLAN A85.
  3. BID ITEM NO. 2 IS APPROXIMATELY 2280 FEET OF CHAIN LINK SECURITY FENCE ALONG THE BOUNDARY LABELED AS "SEGMENT 1" ON THE PLANS.
  4. ADDITIVE BID ITEM NO. A2 IS APPROXIMATELY 2165 FEET OF CHAIN LINK SECURITY FENCE ALONG THE BOUNDARY LABELED AS "SEGMENT 2" ON THE PLANS.
  4. ADDITIVE BID ITEM NO. A4 IS APPROXIMATELY 1930 FEET OF CHAIN LINK SECURITY FENCE ALONG THE BOUNDARY LABELED AS "SEGMENT 3" ON THE PLANS.
  5. EXISTING BARBED WIRE FENCE ALONG SEGMENT 1, 2 AND 3 IS TO BE REMOVED DURING INSTALLATION OF NEW CHAIN LINK SECURITY FENCE UNDER THE RESPECTIVE DEMOLITION BID ITEMS. NO SEGMENT SHALL BE LEFT OPEN AT THE END OF EACH WORKING DAY.
  6. ALL DISTURBED MONUMENTS TO BE RESET BY P.L.S. OR PRE-1982 P.E. AND APPROPRIATE CORNER RECORD OR RECORD OF SURVEY FILED.



COUNTY OF SAN LUIS OBISPO - PUBLIC WORKS DEPARTMENT					
LOPEZ WATER TREATMENT PLANT ARROYO GRANDE, CA.					
SECURITY FENCE REPLACEMENT PROJECT					
SITE PLAN					
Designer	Date	Drawn By	Revised	Design Engineer	Scale
J.LEE	05-02-14	KSS		J.WERST	1" = 200'

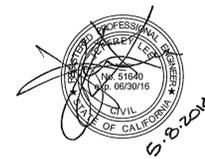
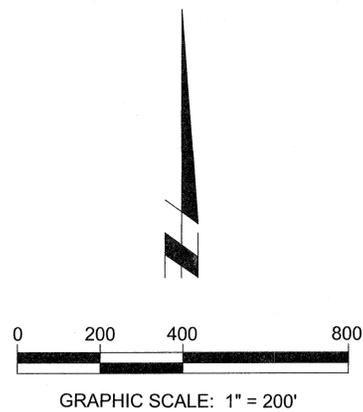
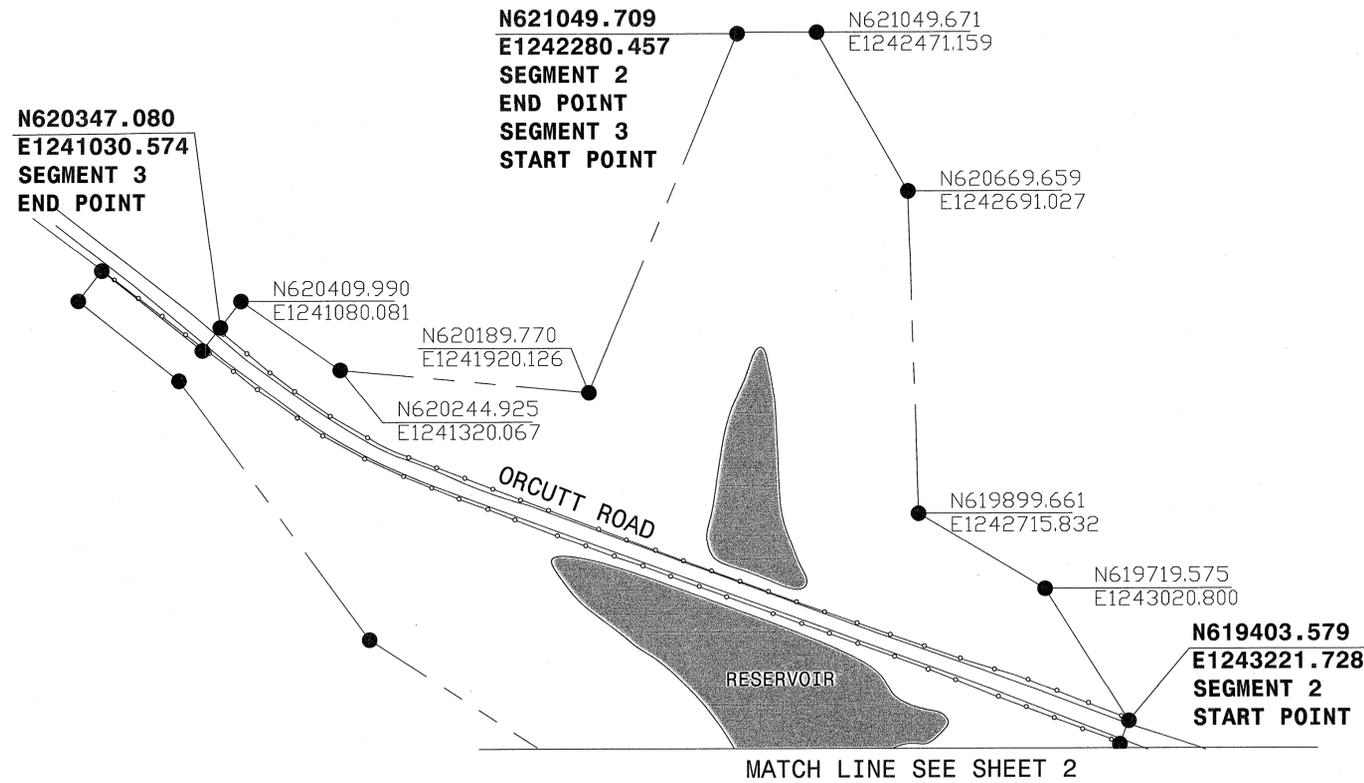
JOB NO.	SHEET NO.	TOTAL SHEETS
WBS300291	3	4

**LEGEND**

- TYP. TYPICAL
- RECORD MONUMENT PER 18/LS/1
- RECORD PROPERTY BOUNDARY PER 18/LS/1
- EXISTING CHAIN LINK FENCE
- ══ EXISTING ROADWAY
- ◼ EXISTING RESERVOIR

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COUNTY OF SAN LUIS OBISPO - PUBLIC WORKS DEPARTMENT					
LOPEZ WATER TREATMENT PLANT ARROYO GRANDE, CA.					
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Designer	Date	Drawn By	Revised	Design Engineer	Scale
J.LEE	05-02-14	KSS		J.WERST	1" = 200'

