

**INSTALLATION OF  
CENTERLINE RUMBLE STRIPS  
COUNTYWIDE  
CONTRACT NO. 300508  
FEDERAL AID PROJECT NO.: HSIPL-5949(154)**

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**PROJECT PLANS**

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

**NOTICE AND INSTRUCTIONS TO BIDDERS**

**FOR**

**INSTALLATION OF  
CENTERLINE RUMBLE STRIPS  
COUNTYWIDE**

**CONTRACT NO. 300508  
FEDERAL AID PROJECT NO.: HSIPL-5949(154)**

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IMPORTANT SPECIAL NOTICE

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Attention is directed to the following sections of the Special Provisions regarding the County's DBE program:

Section 2-1.04 Disadvantaged Business Enterprise (DBE)

Section 3-1.01 Award of Contract

Section 5-1.12 Subcontractor and DBE Records

Section 5-1.13 DBE Certification Status

Section 5-1.14 Performance of Subcontractors

Section 5-1.15 Subcontracting

Pursuant to Labor Code Section 1771.1, no contractor or subcontractor may be listed on the bid proposal for this public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Pursuant to Labor Code Section 1771.1, no contractor or subcontractor may be awarded this public works contract unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations, pursuant to Labor Code Section 1771.4.

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

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

**INSTALLATION OF  
CENTERLINE RUMBLE STRIPS  
COUNTYWIDE  
CONTRACT NO. 300508  
FEDERAL AID PROJECT NO.: HSIPL-5949(154)**

NON-MANDATORY DBE INFORMATIONAL MEETING: Bidders are encouraged to attend a non-mandatory DBE Informational meeting. The meeting will be held on Thursday, June 4, 2015 at 10:00 a.m. at the City/County Library Community Room at 995 Palm Street, San Luis Obispo, CA 93401. The meeting is intended to provide additional instruction to potential bidders and subcontractors for the County's Federal Aid funded construction contracts in the proper implementation of the DBE program requirements, including the required forms and supporting documentation, as well as information on the new Department of Industrial Relations (DIR) registration requirements.

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.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

**The DBE Contract goal is 8 percent, applicable to the Base Bid and the Additive Bid Item 1.**

Bids are required for the entire work described herein. 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 without any consideration of any prices on the additive bid items. The County of San Luis Obispo reserves the right to add any of the additive bid items to the award of the contract after the lowest responsible bidder has been determined, and the bidder is bound by its bid amount for said additive bid items. Such award, if made, will be made within 60 calendar days after the opening of proposals, and bidder agrees to be bound by its bid, including all of its bid prices, for the entire 60 day period.

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 206, 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.

Federal funds are being used on this project, and therefore, the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in the Department of Labor regulations (29 CFR Part 5) applies. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the Special Provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined to be applicable to this contract by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate.

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

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

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

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

Attention is directed to the provision 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 - BASE BID" and "DESIGNATION OF SUBCONTRACTORS FORM - ADDITIVE BID 1" for listing subcontractors, as required, is included in the section titled "Bid Proposal and Forms" of the Contract Documents. These forms must be completed and submitted with bidder's bid proposal.

The bidder's attention is directed to the provisions of Section 2-1.04A, "DBE Commitment Submittal," of the Special Provisions regarding the requirement that bidders submit the "DBE COMMITMENT" form, included in the section titled "Bid Proposal and Forms" of the Contract Documents. The bidder shall submit a "DBE Commitment" form for each of the following scenarios with bidder's bid proposal in order to be considered responsive:

- Base Bid
- Base Bid plus Additive Bid 1

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 base bid.

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

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

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

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

At the time of execution of the contract, the successful bidder shall submit the certificates of insurance stipulated in Article 7 of the Agreement, and, in addition thereto, shall furnish a "Performance Bond" in the sum of one hundred percent (100%) of the contract base bid plus the additive bid items, if added by the County, to guarantee the performance of the contract, and a "Payment Bond" in the sum of one hundred percent (100%) of the base bid plus the additive bid items, if added by the County.

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.

Pursuant to Labor Code Section 1771.1, no contractor or subcontractor may be listed on the bid proposal for this public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Pursuant to Labor Code Section 1771.1, no contractor or subcontractor may be awarded this public works contract unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations, pursuant to Labor Code Section 1771.4.

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 the 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.

The County of San Luis Obispo hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

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

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

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

**BID PROTESTS AND OTHER CHALLENGES**  
**TO AWARDS 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 206, 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)

The bidder's attention is directed to the provisions of Section 2-1.04B, "Good Faith Effort Submittal," of the Special Provisions regarding the requirement that bidder's submit the "DBE INFORMATION - GOOD FAITH EFFORTS" form, included in the section titled "Bid Proposal and Forms" of the Contract Documents.

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.

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.

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

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

**BID PROPOSAL AND FORMS**

**FOR**

**INSTALLATION OF  
CENTERLINE RUMBLE STRIPS  
COUNTYWIDE  
CONTRACT NO. 300508  
FEDERAL AID PROJECT NO.: HSIPL-5949(154)**

**BID PROPOSAL**

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

Pursuant to and in compliance with your Notice to Bidders, the undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he/she is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this contract; that he/she has carefully examined the location of the proposed work, the annexed proposed form of contract, and he/she proposes, and agrees if this proposal is accepted, that he/she will contract with the Board of Supervisors of the County of San Luis Obispo in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other equipment needed, and to do all of the work and furnish all the materials specified in the contract, in the manner and the time therein prescribed, and according to the requirements of the Department of Public Works and Transportation as therein set forth, and that he/she will take in full payment therefor the following unit prices, to-wit:

**SEE NEXT PAGE FOR BID PROPOSAL FORM**

**CENTERLINE RUMBLE STRIPS COUNTYWIDE  
VARIOUS ROADS  
SAN LUIS OBISPO COUNTY, CA  
CONTRACT NO. 300508  
BID PROPOSAL**

**SITE 1 - HERITAGE RANCH AREA**

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
1	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
2	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
3	128650	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA		
4	150714	REMOVE TRAFFIC STRIPE	101	STA		
5	394050	RUMBLE STRIP (CENTERLINE)	101	STA		
6	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	0.35	TONS		
7	840656	PAINT TRAFFIC STRIPE (2-COAT)	101	STA		
8	850111	PAVEMENT MARKER (RETROREFLECTIVE)	786	EA		
<b>TOTAL SITE 1</b>						

**SITE 2 - PASO ROBLES AREA (WEST)**

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
9	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
10	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
11	128650	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA		
12	150714	REMOVE TRAFFIC STRIPE	238	STA		
13	394050	RUMBLE STRIP (CENTERLINE)	238	STA		
14	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	0.85	TONS		
15	840656	PAINT TRAFFIC STRIPE (2-COAT)	238	STA		
16	850111	PAVEMENT MARKER (RETROREFLECTIVE)	1990	EA		
<b>TOTAL SITE 2</b>						

### SITE 3 - PASO ROBLES AREA (EAST)

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
17	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
18	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
19	128650	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA		
20	150714	REMOVE TRAFFIC STRIPE	366	STA		
21	394050	RUMBLE STRIP (CENTERLINE)	366	STA		
22	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	0.85	TONS		
23	840656	PAINT TRAFFIC STRIPE (2-COAT)	366	STA		
24	850111	PAVEMENT MARKER (RETROREFLECTIVE)	2600	EA		
<b>TOTAL SITE 3</b>						

### SITE 4 - CAYUCOS AREA

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
25	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
26	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
27	128650	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA		
28	150714	REMOVE TRAFFIC STRIPE	427	STA		
29	394050	RUMBLE STRIP (CENTERLINE)	427	STA		
30	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	1.5	TONS		
31	840656	PAINT TRAFFIC STRIPE (2-COAT)	427	STA		
32	850111	PAVEMENT MARKER (RETROREFLECTIVE)	1742	EA		
<b>TOTAL SITE 4</b>						

**SITE 5 - LOS OSOS AREA**

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
33	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
34	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
35	128650	PORTABLE CHANGEABLE MESSAGE SIGN	4	EA		
36	150714	REMOVE TRAFFIC STRIPE	312	STA		
37	394050	RUMBLE STRIP (CENTERLINE)	312	STA		
38	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	1.1	TONS		
39	840656	PAINT TRAFFIC STRIPE (2-COAT)	312	STA		
40	850111	PAVEMENT MARKER (RETROREFLECTIVE)	966	EA		
<b>TOTAL SITE 5</b>						

**SITE 6 - SAN LUIS OBISPO AREA**

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
41	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
42	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
43	128650	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA		
44	150714	REMOVE TRAFFIC STRIPE	91	STA		
45	394050	RUMBLE STRIP (CENTERLINE)	91	STA		
46	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	0.35	TONS		
47	840656	PAINT TRAFFIC STRIPE (2-COAT)	91	STA		
48	850111	PAVEMENT MARKER (RETROREFLECTIVE)	426	EA		
<b>TOTAL SITE 6</b>						

**SITE 7 - SANTA MARGARITA AREA**

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
49	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
50	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
51	128650	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA		
52	150714	REMOVE TRAFFIC STRIPE	834	STA		
53	394050	RUMBLE STRIP (CENTERLINE)	834	STA		
54	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	3	TONS		
55	840656	PAINT TRAFFIC STRIPE (2-COAT)	834	STA		
56	850111	PAVEMENT MARKER (RETROREFLECTIVE)	4520	EA		
<b>TOTAL SITE 7</b>						

**SITE 8 - AVILA BEACH AREA**

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
57	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
58	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
59	128650	PORTABLE CHANGEABLE MESSAGE SIGN	3	EA		
60	150714	REMOVE TRAFFIC STRIPE	249	STA		
61	394050	RUMBLE STRIP (CENTERLINE)	249	STA		
62	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	0.9	TONS		
63	840656	PAINT TRAFFIC STRIPE (2-COAT)	249	STA		
64	850111	PAVEMENT MARKER (RETROREFLECTIVE)	1714	EA		
<b>TOTAL SITE 8</b>						

**SITE 9 - PISMO BEACH AREA**

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
65	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
66	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
67	128650	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA		
68	150714	REMOVE TRAFFIC STRIPE	135	STA		
69	394050	RUMBLE STRIP (CENTERLINE)	135	STA		
70	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	0.5	TONS		
71	840656	PAINT TRAFFIC STRIPE (2-COAT)	135	STA		
72	850111	PAVEMENT MARKER (RETROREFLECTIVE)	1128	EA		
<b>TOTAL SITE 9</b>						

**SITE 10 - ARROYO GRANDE AREA**

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
73	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
74	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
75	128650	PORTABLE CHANGEABLE MESSAGE SIGN	4	EA		
76	150714	REMOVE TRAFFIC STRIPE	822	STA		
77	394050	RUMBLE STRIP (CENTERLINE)	822	STA		
78	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	3	TONS		
79	840656	PAINT TRAFFIC STRIPE (2-COAT)	822	STA		
80	850111	PAVEMENT MARKER (RETROREFLECTIVE)	2108	EA		
<b>TOTAL SITE 10</b>						

**SITE 11 -NIPOMO AREA**

	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
81	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
82	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
83	128650	PORTABLE CHANGEABLE MESSAGE SIGN	4	EA		
84	150714	REMOVE TRAFFIC STRIPE	349	STA		
85	394050	RUMBLE STRIP (CENTERLINE)	349	STA		
86	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	1.25	TONS		
87	840656	PAINT TRAFFIC STRIPE (2-COAT)	349	STA		
88	850111	PAVEMENT MARKER (RETROREFLECTIVE)	1794	EA		
<b>TOTAL SITE 11</b>						

**ADDITIVE BID 1 - SITE 12 (ARROYO GRANDE AREA)**

	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
89	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
90	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
91	128650	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA		
92	150714	REMOVE TRAFFIC STRIPE	249	STA		
93	394050	RUMBLE STRIP (CENTERLINE)	249	STA		
94	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	0.9	TONS		
95	840656	PAINT TRAFFIC STRIPE (2-COAT)	249	STA		
96	850111	PAVEMENT MARKER (RETROREFLECTIVE)	1682	EA		
<b>TOTAL ADDITIVE BID 1</b>						

**TOTAL BASE BID**

**TOTAL ADDITIVE BID 1**

**TOTAL BASE BID PLUS ADDITIVE BID 1**

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

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

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

**In accordance with 23 CFR 635.102, proposals in which the prices are mathematically or materially unbalanced may be rejected.** Following are the U.S. Comptroller General's definitions of mathematically and materially unbalanced bids:

- 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 Government.

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

- DESIGNATION OF SUBCONTRACTORS – BASE BID
- DESIGNATION OF SUBCONTRACTORS – ADDITIVE BID 1
- DBE COMMITMENT – BASE BID
- DBE COMMITMENT – BASE BID PLUS ADDITIVE BID 1
- BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)
- EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
- CERTIFICATION OF NON-SEGREGATED FACILITIES
- NON-COLLUSION AFFIDAVIT
- DEBARMENT AND SUSPENSION CERTIFICATION
- PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE
- PUBLIC CONTRACT CODE SECTION 10232 STATEMENT
- PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT
- NONLOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS
- DISCLOSURE OF LOBBYING ACTIVITIES

Bidder declares that he/she has read, and agrees to, the Special Provisions, including, without limitation, the provisions of Sections 1, 2, 3, 4, 5, 6, and 7 thereof.

Bidder understands that this Contract is subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation By Disadvantaged Business Enterprise in Department of Transportation Financial Assistance Programs." Bidder further understands that the award of this Contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed herein.

Bidder is fully informed respecting the requirements of Part 26, Title 49, of the Code of Federal Regulations, and has read and understands the Disadvantaged Business Enterprise (DBE) provisions set forth in Sections 2, 3, and 5 of the Special Provisions.

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" formS for listing the subcontractors is included in the section titled "Bid Proposal and Forms" of the Contract Documents.

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

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

The undersigned bidder will sign and deliver to the County of San Luis Obispo the written contract, together with the certificates of insurance and bonds described in the Notice to Bidders, within ten (10) calendar days, not including Saturdays, 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.

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

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 \_\_\_\_\_  
DIR Registration No.\* \_\_\_\_\_

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

\* Pursuant to Labor Code Section 1771.1, no contractor or subcontractor may be listed on the bid proposal for this public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

**RETURN THIS FORM WITH YOUR BID PROPOSAL**

**DESIGNATION OF SUBCONTRACTORS FORM – BASE BID**

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

- a. The name and location of the place of business of each subcontractor who will perform work or labor, or render service to the undersigned Prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the undersigned Prime Contractor's total bid or in the case of bids for the construction of streets and highways, including bridges, in excess of one-half of one percent or ten thousand dollars (\$10,000), whichever is greater.\*
- b. The portion of the work which will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion. 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.	DIR Reg. No.**	Address	Percent of Total Bid Price

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

NOTES: \* 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.

\*\* Pursuant to Labor Code Section 1771.1, no contractor or subcontractor may be listed on the bid proposal for this public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

**RETURN THIS FORM WITH YOUR BID PROPOSAL**

**DESIGNATION OF SUBCONTRACTORS FORM – ADDITIVE BID 1**

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

- a. The name and location of the place of business of each subcontractor who will perform work or labor, or render service to the undersigned Prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the undersigned Prime Contractor's total bid or in the case of bids for the construction of streets and highways, including bridges, in excess of one-half of one percent or ten thousand dollars (\$10,000), whichever is greater.\*
- b. The portion of the work which will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion. 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.	DIR Reg. No.**	Address	Percent of Total Bid Price

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

NOTES: \* 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.

\*\* Pursuant to Labor Code Section 1771.1, no contractor or subcontractor may be listed on the bid proposal for this public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

**RETURN THIS FORM WITH YOUR BID PROPOSAL**

FED-15



**DBE COMMITMENT FORM – BASE BID PLUS ADDITIVE BID 1**

1. Local Agency: County of San Luis Obispo      2. Contract DBE Goal: 8%  
 3. Project Description: Installation of Rumble Strips Countywide  
 4. Project Location: San Luis Obispo County  
 5. Bidder's Name: \_\_\_\_\_ 6. Prime Certified DBE:       7. Bid Amount: \_\_\_\_\_  
 8. Total Dollar Amount for **ALL** Subcontractors: \_\_\_\_\_ 9. Total Number of **ALL** Subcontractors: \_\_\_\_\_

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
<b>Local Agency to Complete this Section</b>			<b>15. TOTAL CLAIMED DBE PARTICIPATION</b>	\$
21. Local Agency Contract Number: <u>300508</u> 22. Federal-Aid Project Number: <u>HSIPL-5949(154)</u> 23. Bid Opening Date: _____ 24. Contract Award Date: _____  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				%
25. Local Agency Representative's Signature _____		26. Date _____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
27. Local Agency Representative's Name _____		28. Phone _____	16. Preparer's Signature _____      17. Date _____	
29. Local Agency Representative's Title _____			18. Preparer's Name _____      19. Phone _____	
			20. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**RETURN THIS FORM WITH YOUR BID PROPOSAL**

## INSTRUCTIONS DBE COMMITMENT FORM

### ALL BIDDERS:

**PLEASE NOTE: This information must be submitted with your bid. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive**

#### CONTRACTOR SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

#### LOCAL AGENCY SECTION

21. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
22. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
23. **Bid Opening Date** - Enter the date contract bids were opened.
24. **Contract Award Date** - Enter the date the contract was executed.
25. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
26. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
27. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
28. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
29. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

**DBE INFORMATION - GOOD FAITH EFFORTS**

Federal-aid Project No.: \_\_\_\_\_ Bid Opening Date: \_\_\_\_\_

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

The County of San Luis Obispo established a Disadvantaged Business Enterprise (DBE) goal of 8% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest, and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "DBE COMMITMENT" form indicates the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the County determines the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "DBE COMMITMENT" for may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in Section 2-1.04B, "Good Faith Effort Submittal," of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of DBE search results, solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	DBE Certification Number	Method and Date of Initial Solicitation	Follow Up Methods and Dates	Results of Follow Up
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



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F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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

**NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.**

**BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)**

The bidder shall list all subcontractors, subconsultants, and suppliers (both DBE and non-DBE) who supplied bids or quoted for this project, in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Are all subcontractors/subconsultants/supplier bids (quotes) received by your firm for this Project listed below?  YES  NO

RETURN THIS FORM WITH YOUR BID PROPOSAL  
FED-20

Name of Firm Submitting Bid/Quote	Phone/ Fax	Description of Work Items	Certified DBE?	Firm Being Used?
1.	Phone  Fax		<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.	Phone  Fax		<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	Phone  Fax		<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
4.	Phone  Fax		<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
5.	Phone  Fax		<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO

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.

**BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE) continued**

RETURN THIS FORM WITH YOUR BID PROPOSAL  
FED-21

Name of Firm Submitting Bid/Quote	Phone/ Fax	Description of Work Items	Certified DBE?	Firm Being Used?
6.	<i>Phone</i>  <i>Fax</i>		<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
7.	<i>Phone</i>  <i>Fax</i>		<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
8.	<i>Phone</i>  <i>Fax</i>		<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
9.	<i>Phone</i>  <i>Fax</i>		<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
10.	<i>Phone</i>  <i>Fax</i>		<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
11.	<i>Phone</i>  <i>Fax</i>		<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO

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

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.

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that they have \_\_\_\_, have not \_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

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

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

\_\_\_\_\_  
Title

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

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filled out the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

**FEDERALLY ASSISTED PROJECTS**

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Company: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

**NONCOLLUSION AFFIDAVIT**

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and California Public Contract Code Section 7106, the bidder hereby declares, 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 other 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 thereto 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: \_\_\_\_\_

**DEBARMENT AND SUSPENSION CERTIFICATION**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions below. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, the initiating agency, and dates of action.

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

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

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

\_\_\_\_\_  
Title

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

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal.

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

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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: \_\_\_\_\_

**PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

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: \_\_\_\_\_

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

**Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.**

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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: \_\_\_\_\_

**NON-LOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS**

The prospective participant certifies, by signing and submitting their bid proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

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: \_\_\_\_\_

# DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year ____ quarter ____ date of last report _____
<b>4. Name and Address of Reporting Entity</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>	
<b>6. Federal Department/Agency:</b>  Congressional District, if known _____	<b>7. Federal Program Name/Description:</b>  Congressional District, if known _____  CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>	
<b>10. a. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
<b>11. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b>  (attach Continuation Sheet(s) if necessary)		
<b>15. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

## Federal Use Only:

Standard Form LLL Rev. 09-12-97

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10  
(c). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**BIDDER'S BOND**

KNOW ALL BY THESE PRESENTS:

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

\_\_\_\_\_

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

\_\_\_\_\_.

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

**INSTALLATION OF  
CENTERLINE RUMBLE STRIPS  
COUNTYWIDE  
CONTRACT NO. 300508  
FEDERAL AID PROJECT NO.: HSIPL-5949(154)**

NOW, THEREFORE, the penal sum guaranteed by this bond shall be forfeited to the County in the event of any of the following:

(1) The aforesaid Principal withdraws said bid after the time fixed in the Notice of Bidders for the opening of bids; or,

(2) Principal fails to provide the County within the time(s) specified in the aforesaid contract documents all of the completed DBE documents required to perfect the Principal's bid before the contract is awarded; or

(3) Principal fails, within ten (10) calendar days, not including Saturdays, Sundays, and legal holidays, after receipt of written notice that the contract has been awarded to Principal, to, enter into a written contract with County, in the prescribed form, in accordance with the bid as accepted, and file with the County the certificates of insurance as stipulated in Article 7 of the Agreement and the two bonds (in the prescribed forms), one to guarantee faithful performance and the other to guarantee payment for labor and materials.

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

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

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

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

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

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

Principal

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

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

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

Surety

\_\_\_\_\_

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged.

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

**AGREEMENT**

**FOR**

**INSTALLATION OF  
CENTERLINE RUMBLE STRIPS  
COUNTYWIDE  
CONTRACT NO. 300508  
FEDERAL AID PROJECT NO.: HSIPL-5949(154)**

**COUNTY OF SAN LUIS OBISPO**

**AGREEMENT**

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

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

**ARTICLE 1 - WORK**

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

**INSTALLATION OF  
CENTERLINE RUMBLE STRIPS  
COUNTYWIDE  
CONTRACT NO. 300508  
FEDERAL AID PROJECT NO.: HSIPL-5949(154)**

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

**ARTICLE 2 - CONTRACT**

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

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

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

### ARTICLE 3 - CONTRACT TIMES

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

### ARTICLE 4 - CONTRACT PRICE

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

### ARTICLE 5 - SUBCONTRACTING

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

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

### ARTICLE 6

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

### ARTICLE 7 - INSURANCE REQUIREMENTS

Contractor, at its sole cost, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, an A.M. Best & Co. rating of A:VII or above,

unless exception is granted by Risk Manager. Further, all policies shall be maintained for the full term of this Agreement and related warranty period if applicable.

## 7.01 SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES

### A. COMMERCIAL GENERAL LIABILITY

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

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

### B. BUSINESS AUTOMOBILE POLICY

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

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

### C. WORKERS' COMPENSATION / EMPLOYERS' LIABILITY INSURANCE

- i.) Workers' Compensation: policy shall provide statutory limits as required by State of California. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

- a. Contractor and its insurer shall waive all rights of subrogation against the County, its officers and employees for workers' compensation losses arising out of this Agreement.
  - b. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of San Luis Obispo, Department of Public Works.
- ii.) Employer's Liability: policy shall provide \$1 million dollars per accident for bodily injury or disease.

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

#### 7.02 DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

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

#### 7.03 DOCUMENTATION

Prior to commencement of work and annually thereafter for the term of this Agreement, Contractor will provide to the County of San Luis Obispo, Department of Public Works, Room 207, County Government Center, CA 93408, Attention Design Engineer, Contract No. 300508, 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

### 8.01 A.1 GENERAL

To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the County, its Board and each member thereof, and their respective officials, officers, directors, employees, commission members, representatives, and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop payment notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts, or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened, or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

1. Any activity on or use of the County's premises or facilities;
2. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
3. The failure of Contractor or the Work to comply with any applicable law, permit, or orders;
4. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
5. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations, or agreements set forth in the Contract Documents;
6. Any failure to coordinate the Work with the County's separate contractors;
7. Any failure to provide notice to any party as required under the Contract Documents;
8. Any failure to act in such a manner as to protect the Project from loss, cost, expense, or liability;
9. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
10. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the County) sustained by any person or persons (including, but

not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);

11. Any liability imposed by applicable law including, but not limited to criminal or civil fines or penalties;
12. Any dangerous, hazardous, unsafe or defective condition of, in or on the site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the site by Contractor, its officers, agents, employees, or Subcontractors;
13. Any operation conducted upon or any use or occupation of the site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
14. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
15. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or the County arising out of Contractor's Work, for which the Contractor is responsible; and
16. Any and all claims against the County seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the County from such claims.

#### A.2 EFFECT OF INDEMNITEES' ACTIVE NEGLIGENCE

Contractor's obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article 8 A. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

#### A.3 INDEPENDENT DEFENSE OBLIGATION

The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall

be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) calendar days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the County.

A.4 INTENT OF PARTIES REGARDING SCOPE OF INDEMNITY

It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

A.5 WAIVER OF INDEMNITY RIGHT AGAINST INDEMNITEES

With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

A.6 SUBCONTRACTOR REQUIREMENTS

In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Article 8 A.

A.7 NO LIMITATION OR WAIVER OF RIGHTS

Contractor's obligations under this Article 8 A are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Article 8 A are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or

obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Article 8 A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the County to monitor compliance with these requirements imposes no additional obligations on the County and will in no way act as a waiver of any rights hereunder.

A.8 WITHHOLDING TO SECURE OBLIGATION

In the event an Indemnity Claim arises prior to final payment to Contractor, the County may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the County may release such funds if the Contractor provides the County with reasonable assurances of protection of the Indemnitees' interests. The County shall, in its sole discretion, determine whether such assurances are reasonable.

A.9 SURVIVAL OF INDEMNITY OBLIGATIONS

Contractor's obligations under this Article 8 A are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

B.01 RESPONSIBILITY TO OTHER ENTITIES

You are responsible for any liability imposed by law and for injuries to or death of any person, including workers and the public, or damage to property. Indemnify and save harmless any county, city or district and its officers and employees connected with the work, within the limits of which county, city, or district the work is being performed, all in the same manner and to the same extent specified for the protection of the State.

ARTICLE 9 FINAL PAYMENT

It is mutually agreed between the parties hereto, that no certificate given or payments made under this contract, except the final payment, shall be evidence of the performance of this contract, either wholly or in part, against any claim of the Contractor. Final payment for the work performed under this contract shall not be made until the lapse of thirty-five (35) calendar days after the notice of completion of said work has been filed for record and no payment shall be construed to be an acceptance of any defective work or improper materials. The Contractor further agrees that acceptance by the Contractor of the final payment due under this contract, and the adjustment and payment of his/her bill rendered for any work done in accordance with any amendments of this

Contract, shall be and shall operate as a release to the County of San Luis Obispo from any and all claims or liabilities on account of work performed under this Contract except claims or liabilities for which written notice of claim or protest has been filed with the Public Works Director. Besides guarantees required elsewhere, the Contractor shall and does hereby guarantee all workmanship and material for a period of one year from and after both the date of acceptance of the work and the recordation of the notice of completion by the County and shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the County is or becomes defective during the period of said guarantee without expense whatsoever to the County.

#### ARTICLE 10 CONTRACTOR'S REPRESENTATIONS

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

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

#### ARTICLE 11 APPRENTICES

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

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

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

#### ARTICLE 12 PAYROLL RECORDS

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

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

## ARTICLE 13 EQUAL EMPLOYMENT OPPORTUNITY

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Public Works setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Public Works, advising the said labor union or worker's representative of the Contractor's commitments under this Article and shall post copies of the Notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County of San Luis Obispo and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of this Article in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant

to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Public Works Director or the Secretary of Labor may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### ARTICLE 14 SAFETY

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

#### ARTICLE 15 COPELAND ANTI-KICKBACK ACT

During performance of this contract, Contractor agrees to comply with the Copeland Anti-Kickback Act (18 USC 874) as supplemented in the Department of Labor regulations (29 CFR Part 3). This act provides that the Contractor shall be prohibited from inducing any person employed in the construction, completion, or repair of public facilities to give up any part of the compensation which they are otherwise entitled.

#### ARTICLE 16 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

During the performance of this contract, Contractor and/or subcontractor agrees to comply with all of the standards, orders, and requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

#### ARTICLE 17 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 18 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.

#### ARTICLE 19 TITLE VI ASSURANCES

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as Contractor) agrees as follows:

1. **Compliance with Regulations:** Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the County, California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the County, California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts Contractor has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the nondiscrimination provisions of this agreement, the County or California Department of

Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- a. withholding of payments to Contractor under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - b. cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: Contractor shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Contractor shall take such action with respect to any sub-agreement or procurement as the County, California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Contractor may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor shall maintain records and submit reports documenting performance under this article.

#### ARTICLE 20 FAIR EMPLOYMENT PRACTICES

1. In the performance of this Agreement, Contractor will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by the County setting forth the provisions of this article.
2. Contractor, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of the Contractor's contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
3. Contractor shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

4. Contractor will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by the County, the California Department of Transportation, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by California Department of Transportation, for the purposes of investigation to ascertain compliance with this article.
5. Remedies for Willful Violation:
  - a. The County may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Contractor has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
  - b. For willful violation of this Fair Employment Provision, the County shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by the County in securing the goods or services thereunder shall be borne and paid for by Contractor and by the surety under the performance bond, if any, and the County may deduct from any moneys due or thereafter may become due to Contractor, the difference between the price named in the Agreement and the actual cost thereof to the County to cure Contractor's breach of this Agreement.

#### ARTICLE 21 FORM FHWA-1273 REQUIREMENTS

Federal form 1273 is included in the Agreement as Exhibit A, and is incorporated herein by reference.

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

COUNTY OF SAN LUIS OBISPO

CONTRACTOR

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

\_\_\_\_\_

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

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

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

ATTEST:  
CLERK OF THE BOARD OF  
SUPERVISORS

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

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

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

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

APPROVAL RECOMMENDED  
WADE HORTON

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

By:  \_\_\_\_\_  
Director of Public Works

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

Date: 24 NOV 2015

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

APPROVED AS TO FORM AND  
LEGAL EFFECT:

RITA L. NEAL  
County Counsel

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

Date: 11/22/15

## Exhibit A

FHWA-1273 -- Revised May 1, 2012

### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 CFR 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. **Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1)) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2)) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3)) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt.

Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(ii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.**

In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.**

The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.**

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System [web site \(https://www.epls.gov/\)](https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\*\*\*\*\*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System web [site \(https://www.epls.gov/\)](https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**PERFORMANCE BOND**

KNOW ALL BY THESE PRESENTS: That

WHEREAS, the Board of Supervisors of the County of San Luis Obispo, State of California, has awarded to \_\_\_\_\_

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

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

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

NOW, THEREFORE, we, the Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the County of San Luis Obispo, (hereinafter called "County"), in the penal sum of \_\_\_\_\_

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

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless County, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force virtue and effect.

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

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

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

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

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

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

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

Principal

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

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

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

Surety

\_\_\_\_\_

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged.

**PAYMENT BOND**

KNOW ALL BY THESE PRESENTS:

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

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

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

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

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

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

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

\_\_\_\_\_ (\$\_\_\_\_\_), lawful money of the United States for the payment of which sum well

and truly made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally by these presents.

The condition of this obligation is such that if the said Principal, his/her or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and his/her subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will

pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

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

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force, virtue, and effect.

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

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

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

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

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

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

Principal

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

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

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

Surety

\_\_\_\_\_

Address

NOTE:  
Signatures of those executing for Surety must be properly acknowledged.

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

**SPECIAL PROVISIONS**

**FOR**

**INSTALLATION OF  
CENTERLINE RUMBLE STRIPS  
COUNTYWIDE  
CONTRACT NO. 300508  
FEDERAL AID PROJECT NO.: HSIPL-5949(154)**

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CONTRACT NO. 300508  
FEDERAL AID PROJECT NO.: HSIPL-5949(154)

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

**PREPARED BY:**

  
PROJECT ENGINEER



11/20/15  
DATE

  
DESIGN ENGINEER



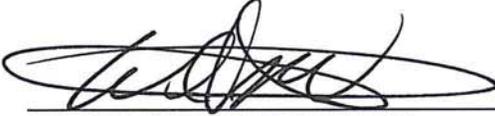
11/23/15  
DATE

**RECOMMENDED FOR APPROVAL AND ADVERTISING BY:**

  
DEPUTY PUBLIC WORKS DIRECTOR

11/23/15  
DATE

**APPROVED BY:**

  
PUBLIC WORKS DIRECTOR

24 NOV 2015  
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"), except to the extent said Standard Specifications and/or Standard Plans are modified by these Special Provisions or any other portion of the Contract Documents. Wherever State Agencies, Departments, or Officers are referred to in the above mentioned Standard Specifications and Standard Plans, the comparable County of San Luis Obispo Agency, Department, or Officer having jurisdiction shall be meant thereby for the purpose of these Contract Documents.

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

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

### 1-1.02 ORDER OF PRECEDENCE

In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following order of precedence:

1. Permits and other governmental approvals;
2. Change Orders and Construction Change Directives, issued after execution of the Agreement;
3. Agreement
4. Special Provisions;
5. Project Plans;
6. Revised Standard Specifications that are included in the Contract Documents;
7. Revised Standard Plans that are included in the Contract Documents;
8. Standard Specifications;
9. Standard Plans;
10. Bidding Documents.

In the event of conflicts or discrepancies within the Contract Documents, interpretations will be based on the following order of precedence:

1. Written numbers and notes on a drawing govern over graphics;
2. A detail drawing governs over a general drawing;
3. A detail specification governs over a general specification;

A specification in a section governs over a specification referenced by that section.

## **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.

Pursuant to Labor Code Section 1771.1, no contractor or subcontractor may be listed on the bid proposal for this public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Pursuant to Labor Code Section 1771.1, no contractor or subcontractor may be awarded this public works contract unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations, pursuant to Labor Code Section 1771.4.

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.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the section titled "Bid Proposal and Forms" of the Contract Documents.

The Contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of Title 49 Code of Federal Regulations Part 26 (49 CFR 26) in the award and administration of contracts financed in whole or in part with Federal funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Contract Documents for submittals required to be furnished after bid opening will be grounds for finding the bid nonresponsive.

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

Section 2-1.03, “Examination of Plans, Specifications, Contract, and Site of Work,” of the Standard Specifications is hereby amended by modifying the first sentence of the 5th paragraph to read: “Inspection of such records may be made at the Department of Public Works and Transportation of the County of San Luis Obispo.”

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

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

Section 2-1.08, “Withdrawal of Proposals” of the Standard Specifications, is hereby amended by substituting the words, “Office of the Clerk of the Board of Supervisors of the County of San Luis Obispo” for the words, “Office Engineer, Division of Construction” in the first sentence. The last sentence is hereby amended by modifying it to read: “Any bid received at the Office of the Clerk of the Board of Supervisors of the County of San Luis Obispo after the date and time specified in the Notice to Bidders shall not be considered and shall be returned to the bidder unopened nor may any bid be withdrawn after the time fixed in the public notice for the opening of bids.”

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

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

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

2-1.02 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

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

The bidder shall complete and submit two "DESIGNATION OF SUBCONTRACTORS" forms with bidder's bid proposal in order to be considered responsive, one form for the base bid and one form for the additive bid items.

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of contracts financed in whole or in part with Federal funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate. Each subcontract signed by the bidder must include this assurance.

2-1.03 FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Contract Documents. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included. Signing the Proposal shall constitute signature of the Certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors, and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors, and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
3. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

2-1.04 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This contract is subject to Title 49 Code of Federal Regulations Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The Regulations in their entirety are incorporated herein by this reference.

Under 49 CFR 26.13(b):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

Include this assurance in each subcontract you sign with a subcontractor.

Consistent with 49 Code of Federal Regulations (CFR) Part 26.11, data provided by the bidders on the "BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)" will provide the County as accurate data as possible

about the DBE and non-DBE firms actively seeking work on its public works contracts, for use in setting overall DBE goals. Bidders shall submit the "BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)" forms with their bid.

Bidders shall take necessary and reasonable steps to ensure that DBEs have an opportunity to participate in this contract (49 CFR 26).

The County shows a goal for DBEs to comply with the DBE program objectives provided in 49 CFR 26.1.

It is the bidder's responsibility to make work available to DBEs and select work parts consistent with available DBEs, including subcontractors, suppliers, service providers, and truckers.

**Bidders shall meet the DBE Goal shown in the Notice to Bidders or demonstrate that, prior to bidding, Good Faith Efforts were made to meet the goal.**

It is the bidder's responsibility to verify at bid opening the DBE firm is certified as a DBE by the California Unified Certification Program and possess the work codes applicable to the type of work the firm will perform on the Contract. Listings of DBEs certified by the California Unified Certification Program are available at:

[http://www.dot.ca.gov/hq/beq/find\\_certified.htm](http://www.dot.ca.gov/hq/beq/find_certified.htm)

All DBE participation will count towards the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies purchased from DBEs will be evaluated on a contract-by-contract basis and count towards the DBE goal in the following manner:

1. 100 percent if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies, if they are obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit toward the goal if you employ a DBE trucking company that is performing a commercially useful function. The County uses the following factors in determining whether a DBE trucking company is performing a commercially useful function:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

#### 2-1.04A DBE COMMITMENT SUBMITTAL

**Bidders shall submit DBE information on the “DBE COMMITMENT” forms included in the section titled “Bid Proposal and Forms” of the Contract Documents with the bid proposal.** These forms shall be completely filled out, signed by the bidder, and submitted with the bid proposal regardless of whether DBE participation is reported.

Bidders are required to submit written confirmation for each DBE listed on the DBE Commitment form that is participating in the contract work. A copy of a DBE’s quote will serve as written confirmation that the DBE is participating in the contract. **If said written confirmation is not submitted with the bid, the apparent low bidder, second low bidder, and the third low bidder must complete and submit this confirmation to the office of the County Clerk, 1055 Monterey Street, Room D-120, San Luis Obispo, CA 93408, no later than 4:00 p.m. on the second business day after bid opening.** Unless the Director has authorized in writing a late submittal, failure to submit said confirmation within said time period shall be grounds for forfeiture of the bidder’s security. If a DBE is participating as a joint venture partner, submit a copy of the joint venture agreement with the written confirmation as specified above.

Other bidders do not need to submit the written confirmation unless the County requests it. If the County requests a bidder to submit this confirmation, the bidder shall submit said confirmations no later than 4:00 p.m. on the third business day following the request.

A DBE subcontractor listed on the “DBE COMMITMENT” form shall also be listed on the “DESIGNATION OF SUBCONTRACTORS” form when 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.

#### 2-1.04B GOOD FAITH EFFORT SUBMITTAL

You can meet the DBE requirements by either documenting commitments to DBEs to meet the Contract goal or by documenting adequate good faith efforts to meet the Contract goal. An adequate good faith effort means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts form and supporting documentation (hereafter, collectively “GFE documentation”) showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed toward obtaining participation by DBEs are considered.

Bidders are encouraged to submit the GFE documentation with their bid. If the GFE documentation is not submitted with the bid, the apparent low Bidder, second low Bidder, and the third low Bidder must complete and submit this documentation to the County. The GFE documentation must be received by the County no later than 4:00 p.m. on the second business day after Bid opening. Failure to submit the GFE documentation as required shall be grounds for forfeiture of the Bid Security. GFE documentation shall be submitted to the office of the County Clerk, 1055 Monterey Street, Room D-120, San Luis Obispo, California 93408.

Other Bidders do not need to submit the GFE documentation unless the County requests it. If the County requests a Bidder to submit their GFE documentation, the Bidder shall submit said documentation no later than 4:00 p.m. on the third business day following the request.

Bidders are cautioned that even if their DBE Commitment form indicates they will meet the DBE goal, they are required to submit their GFE documentation, within the time specified herein, to be considered a responsive Bidder in the event the County finds the DBE goal has not been met.

Refer to 49 CFR 26 app A for guidance regarding evaluation of good faith efforts to meet the DBE goal.

The County considers DBE commitments of other bidders in determining whether the low bidder made good faith efforts to meet the DBE goal.

## **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 without any consideration of any prices on the additive bid item. The County of San Luis Obispo has the option of adding 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 60 calendar days after the opening of proposals, and bidder agrees to be bound by its bid, including all of its bid prices, for the entire 60 day period.

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

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

The successful bidder shall furnish two (2) bonds:

1. The Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the contract. This bond shall be equal to one hundred percent (100%) of the Base Bid plus the Additive Bid items, if added by the County.
2. The Performance bond to guarantee the faithful performance of the contract. This bond shall be equal to one hundred percent (100%) of the Base Bid plus the Additive Bid items, if added by the County.

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

Surety on said bonds must agree that death of the Contractor shall not relieve the surety of its obligation hereunder. The said surety, for the value received, must stipulate and agree that all alterations, extension of time, extra and additional work, and other changes authorized by these Specifications or any

part of the contract may be made without securing consent of the surety on the contract bonds, and such actions shall not in any way affect the obligations of the surety on the bonds.

Attention is directed to the provisions in Section 6-1.075, "Guarantee," of the Amendments to the Standard Specifications.

3-1.03 EXECUTION OF CONTRACT

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

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

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

### **4-1.01 GENERAL**

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

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

This work shall be diligently prosecuted to completion before the expiration of 40 WORKING DAYS from the date of receipt of the County's "Notice to Proceed." The Contractor shall not begin work in advance of receiving the County's "Notice to Proceed."

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

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

It is agreed by the parties to the contract that in the case all the work called for under the contract in all parts and requirements is not finished or completed within the number of working days as set forth in these Special Provisions, damage will be sustained by the County of San Luis Obispo, and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the County of San Luis Obispo the sum of TWO THOUSAND DOLLARS (\$2,000.00) per day for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above as liquidated and agreed damages; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the County may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

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

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

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

- Storm Water Pollution Prevention Plan or Water Pollution Control Plan (as required by the Special Provisions) – 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 County provides the Contractor at least 5 calendar days advance notice of the date and time of said conference. The number of working days within which the Contractor must complete the work under this contract shall be reduced by 1 working day for each day said conference is delayed by the Contractor's failure to attend the conference with the appropriate representatives.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4-1.03B(1), “Increases of More Than 25 Percent,” of the Standard Specifications is amended by adding the following sentence to the last

paragraph: “Additionally, such written request by the Contractor shall be accompanied by adequate, detailed data to support actual costs incurred.”

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

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

#### 5-1.03 CONTROL OF WORK

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

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

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

When the Contractor requests stakes or marks to be set, the Contractor shall notify the Engineer of the request in writing no less than three (3) working days in advance of starting operations that require their use. The Contractor shall also submit to the Engineer for acceptance, a tentative schedule of all anticipated staking requests for the initial thirty (30) working days of the contract. The Engineer shall determine if the staking request schedule is reasonable before recognizing any requests for stakes or marks to be set. Said schedule shall correlate with any order of work specified in the Contract Special Provisions. If any vegetation needs to be cleared or grubbed, as determined by the Engineer, before stakes or marks can be set, then the Contractor shall clear the obstructing vegetation for the proper placement of stakes or marks. The Engineer and the Contractor shall agree on the extent of vegetation removal necessary to prepare the work site for the setting of stakes or marks. Vegetation removal for the

preparation of the work site for the setting of stakes or marks shall be considered as included in the various items of work involved and no additional compensation will be allowed therefor. The Contractor will not be entitled to any compensation for any perceived delay, nor entitled to an extension of time for any perceived delay without due cause for the period between when the work site is deemed cleared by the Engineer and when the stakes or marks are set for use by the Contractor.

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

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

5-1.04 PREVAILING WAGE

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

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

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

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

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

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

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

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

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

5-1.05 PRESERVATION OF PROPERTY

Attention is directed to the provisions in Section 7-1.11, "Preservation of Property," of the Standard Specifications is hereby amended by adding the following to the end of the second paragraph: "Pursuant to Section 8771(b) of the California Business and Professions Code, existing survey monuments that

control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide survey control that are within or adjacent to the Contractor's operations, shall be located and referenced by or under the direction of a licensed land surveyor or registered civil engineer prior to the time when any streets, highways, other rights-of-way, or easements are improved, constructed, reconstructed, maintained, resurfaced, or relocated. In the event that any existing survey monument is disturbed in any way by the Contractor's operations as determined by a licensed land surveyor or registered civil engineer, they shall be reset accordingly and a corner record shall be filed with the county surveyor prior to the recording of a certificate of completion for the project. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in locating existing survey monuments by or under the direction of a licensed land surveyor or registered civil engineer, resetting any disturbed survey monument and filing a corner record, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor."

5-1.06 PROGRESS SCHEDULE

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

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

5-1.07 MEASUREMENT AND PAYMENT

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

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

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

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

Section 9-1.06 “Partial Payments,” of the Standard Specifications is hereby amended by deleting the first sentence of the first paragraph and inserting the following at the beginning of the section:

### **General**

Based upon Applications for Payment submitted to the Engineer by the Contractor, the County shall make progress payments to the Contractor as provided below and elsewhere in the Contract Documents. The pay period covered by each Application for Payment shall be one calendar month ending on the 20th day of the month. The Contractor shall submit each Application for Payment to the Engineer by the last day of each month.

Applications for Payment shall indicate the percentage of completion of each portion of the Work for which a lump sum price is specified as of the end of the period covered by the Application for Payment.

### **Application for Payment**

Contractor shall submit to the Engineer an Application for Payment (on a form provided by the Engineer) for Work completed in accordance with the measurement of quantities. Such application shall be supported by such data substantiating the Contractor’s right to payment as the Engineer may require.

Each Application for Payment shall be reviewed by the Engineer as soon as practicable after receipt for the purpose of determining that the Application for Payment is a “proper” payment request, accurately reflecting the value of Work completed. An Application for Payment shall be deemed "proper" only if it is properly completed and submitted on the proper forms. The Engineer shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any Application for Payment.

The County shall make payment to the Contractor not later than thirty (30) calendar days after the Engineer’s verification and approval that an Application for Payment is undisputed and properly submitted.

The Contractor may elect to allow an alternative procedure for processing monthly applications for payment whereby the Engineer prepares monthly

progress payment estimates. To initiate such alternative procedure, the Contractor shall submit to the Engineer a written request (before the 10th day of the month) which authorizes the Engineer to prepare the monthly progress payment estimates for all remaining payments due under the Contract. Under such alternative procedure, the County, once in each month, shall cause an estimate in writing to be made by the Engineer, and the Contractor's signature approving the progress payment estimate shall be considered to be "receipt of an undisputed and properly submitted payment request" from the Contractor under Section 20104.50 of the California Public Contract Code, and the County shall make payment to the Contractor within thirty (30) calendar days after such receipt.

Applications for Payment shall include the following:

Contractor's Verification: Contractor has carefully prepared this entire document and hereby attests that the quantities and amounts stated herein accurately represent the total work that has been performed in compliance with the Contract Documents. Contractor will pay any released retainage to subcontractor due to accepted complete work of the Subcontractors portion of the work within 30 days of receipt of payment as required under 49 CFR Part 26 sub section 26.29(b)(3).

Under the alternative procedure described above, progress pay estimates prepared by the Engineer shall include the following:

Contractor's 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 in compliance with the Contract Documents. Contractor will pay any released retainage to subcontractor due to accepted complete work of the Subcontractors portion of the work within 30 days of receipt of payment as required under 49 CFR Part 26 sub section 26.29(b)(3).

Section 9-1.06, "Partial Payments," of the Standard Specifications is hereby amended by modifying the third paragraph to read, "In the event the County is withholding retainage for incremental portions of work pursuant to Section 5-1.17 "Prompt Payment of Funds Withheld to Subcontractors," of these Special Provisions, or for acceptable materials pursuant to the first paragraph of said Section 9-1.06: (1) The County shall retain 5 percent of the estimated value of the work done and/or 5 percent of the estimated value of materials eligible for partial payment that has been furnished and delivered and unused or furnished and stored in accordance with the provisions in the first paragraph of Section 9-1.06 as part security for the fulfillment of the contract by the Contractor from each progress payment made; and (2) the County shall pay respective retained amount(s) with subsequent payments upon acceptance of portions of the work, as determined by the Engineer."

Section 9-1.065, "Payment of Withheld Funds," of the Standard Specifications is hereby amended to read: "Attention is directed to Section 9-1.06, "Partial

Payments,” of the Standard Specifications, to these Special Provisions and in particular to the retention provisions therein.

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

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

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

Section 9-1.07B, “Final Payments and Claims,” of the Standard Specifications is hereby amended by deleting the introductory phrase “After acceptance by the Director,” and inserting in its place the phrase, “After the Engineer makes a

formal recommendation to the Director that the Public Works Department initiates the internal procedures that would allow the Board to accept the work at a future Board meeting.”

5-1.08 CLAIMS

The subsections below replace and supercede Section 9-1.04, “Notice of Potential Claim,” of the Standard Specifications.

5-1.08A GENERAL

**5-1.08A(1) Mandatory Procedure and Condition Precedent**

(a) Any demand or assertion by the Contractor seeking an adjustment of Contract Price and/or Contract Times, or other relief, for any reason whatsoever, must be in strict compliance with the requirements of this Section 5-1.08. For purposes of this Section 5-1.08, any and all work relating to any such demand or assertion shall be referred to as “Disputed Work”, regardless of whether the basis of the demand or assertion arises from an interpretation of the Contract Documents, an action or inaction of the Contractor, the Engineer, or the County, or any other event, issue, or circumstance. The Contractor shall bear all costs incurred in complying with the provisions of this Section 5-1.08.

(b) Compliance with these requirements is a condition precedent to the Contractor’s ability to exercise any rights or remedies that may otherwise be available to Contractor under the Contract Documents or any applicable Laws or Regulations relating to the Claim. No action or inaction by the Contractor or the Engineer to try to resolve any Claim(s) through agreement (including Change Order), mediation, settlement, or any other means shall excuse the Contractor from complying with the requirements of this Section 5-1.08.

(c) For Claims less than or equal to \$375,000, Section 5-1.08 shall be interpreted in a manner consistent with Public Contract Code sections 20104 and 20104.2. The substance of Public Contract Code sections 20104 and 20104.2 have been incorporated into Section 5-1.08 in a manner that is consistent with the notice requirements provided herein. For purposes of Public Contract Code 20104 and 20104.2, a Claim shall not be deemed submitted until a Notice of Final Claim is properly submitted.

(d) In the event of any conflict between Section 5-1.08 and any other language in the Contract Documents, the provisions of Section 5-1.08 shall take precedence over any such conflicting language.

**5-1.08A(2) Contractor’s Continuing Obligations.**

(a) At all times during the processing of the Contractor’s potential Claim, the Contractor shall diligently proceed with the performance of the Disputed Work and other Work, unless otherwise specified or directed by the Engineer.

(b) The Contractor shall provide the Engineer the opportunity to examine the site of the Disputed Work as soon as reasonably possible, and in no event later than five (5) days from the date of the Initial Notice of Potential Claim.

Throughout the processing of the Contractor's potential Claim, the Contractor shall provide the Engineer a reasonable opportunity to examine the site of the Disputed Work within five (5) days of the date of Engineer's written request therefor.

(c) The Contractor shall promptly respond to any requests for further information or documentation regarding the Contractor's potential Claim. If the Contractor fails to provide an adequate written response to the Engineer within fifteen (15) days of the Engineer's written request for such further documentation or information, the Contractor shall be deemed to have waived its Claim. If the further documentation or information requested by the Engineer would, in the opinion of the Engineer, reasonably take the Contractor more than fifteen (15) days to comply with, the written request shall provide the Contractor a specific response deadline that is commensurate to a reasonable response time.

(d) Throughout the performance of the Disputed Work, the Contractor shall maintain records that provide a clear distinction between the incurred direct costs of Disputed Work and other Work. The Contractor shall allow the Engineer access to its Project records deemed necessary by the Engineer to evaluate the potential Claim within fifteen (15) days of the date of the Engineer's written request. The Contractor's failure to comply with the provision of this Section 5-1.08 shall constitute a waiver of the Contractor's Claim.

(e) All Subcontractor's and material supplier's claims of any type shall be brought only through Contractor pursuant to the provisions of this Section 5-1.08. Under no circumstances shall any Subcontractor or material supplier make any direct claim against County.

(f) Except where provided by law, or elsewhere in these Contract Documents, **THE COUNTY SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES AND THE CONTRACTOR SHALL NOT INCLUDE THEM IN ITS CLAIMS.** Contractor shall be limited in its recovery on any Claim(s) to the adjustments allowed in the Contract Documents.

(g) During each step in the processing of the Contractor's Claim, each notice shall be accompanied by the Contractor's written statement that the adjustment or relief claimed is the entire adjustment or relief to which the claimant believes it is entitled as a result of the event, issue, or circumstance giving rise to the Claim.

(h) The Contractor shall be responsible for providing written evidence of the date any of the notices referenced in Section 5-1.08 above were provided to Engineer, and shall provide Engineer a copy of such written evidence within five (5) days of a request thereof. Such evidence shall be either a written receipt of actual delivery from U.S. Postal Service or other reputable delivery service, or by the recipient's written acknowledgement of receipt.

(i) The rights of the Engineer to request further records, documents, or information from the Contractor regarding a Claim are for the sole benefit of

the Engineer, and may be exercised at their sole discretion. Any failure by the Engineer to exercise its rights does not provide the Contractor any excuse for not providing all of the records, documents, and other information it is requested to provide under Section 5-1.08 or any other provision of the Contract Documents.

(j) Contractor's compliance with the provisions of this Section 5-1.08 shall not excuse Contractor's failure to comply with any additional requirements set forth in the Contract Documents, including but not limited to, any provisions relating to Contractor's obligation to provide any notice, information, documentation, inspections, site access, or any other requirements relating to any event, issue, or circumstance relating to the Contract.

(k) Contractor's compliance with the provisions of this Section 5-1.08 shall not excuse Contractor's failure to comply with any additional requirements set forth in the Contract Documents, including but not limited to, any provisions relating to contractor's obligation to provide any notice, information, documentation, inspections, site access, or any requirements relating to any event, issue, or circumstance relating to the Contract.

(l) Under no circumstances may the Contractor submit an Initial Notice of Potential Claim, Supplemental Notice of Potential Claim, or Notice of Final Claim after the date of final payment.

#### **5-1.08A(3) Claim Identification Number**

(a) The Contractor shall assign an exclusive identification number for each potential Claim, determined by chronological sequencing, based on the date of the potential Claim. The nature and circumstances involved in the dispute shall remain consistent throughout the processing of the Claim.

(b) The exclusive identification number for each Claim shall be used on the following corresponding documents:

- i.. Initial Notice of Potential Claim.
- ii. Supplemental Notice of Potential Claim.
- iii. Notice of Final Claim.
- iv. Contractor's written statement of Claims

#### **5-1.08A(4) Initial Notice of Potential Claim**

(a) Promptly upon becoming aware of any event, issue, or circumstance which the Contractor believes provides a basis for an adjustment of Contract Price and/or Contract Times, or other relief, Contractor shall provide a signed written Initial Notice of Potential Claim to the Engineer. The Initial Notice of Potential Claim shall be submitted before commencing any Disputed Work, or within five (5) days of the event, issue, or circumstance from which the Claim arises, whichever is earlier.

(b) The Initial Notice of Potential Claim shall clearly state the Contractor's grounds for seeking an adjustment in Contract Price and/or Contract Times or other relief, the nature and circumstances of the Disputed Work, the relief or adjustment sought by the Contractor for the Disputed Work. The Initial Notice of Potential Claim shall be submitted on a form furnished by the Engineer and shall be certified under penalty of perjury with reference to the California False Claims Act, Government Code Sections 12650-12655.

(c) After reviewing the Initial Notice of Potential Claim, the Engineer may provide a written response thereto or may decide to delay providing a response until the Contractor provides further information regarding the potential Claim pursuant to the provisions of this Section 5-1.08.

#### **5-1.08A(5) Supplemental Notice of Potential Claim**

(a) Within fifteen (15) days of submitting the Initial Notice of Potential Claim, the Contractor shall submit a signed Supplemental Notice of Potential Claim to Engineer that provides the following information:

- i. The complete nature and circumstances of the dispute which caused the potential Claim.
- ii. The contract provisions that provide the basis of the potential Claim.
- iii. The requested adjustment of Contract Price, if any, and the estimated cost of the potential Claim, including an itemized breakdown of individual costs and how each estimate was determined.
- iv. The requested adjustment of Contract Time, if any, and a time impact analysis of the schedule that illustrates the effect on the scheduled completion date due to schedule changes or disruptions.

(b) The information provided by the Contractor shall provide the Contractor's complete reasoning for additional compensation or adjustments and shall be as complete as reasonably possible.

(c) The Supplemental Notice of Potential Claim shall be submitted on a form furnished by Engineer and shall be certified under penalty of perjury with reference to the California False Claims Act, Government Code Sections 12650-12655. If at any time the estimated cost of the potential Claim or effect on the Progress Schedule changes, Contractor shall update information in items 3 and 4 above as soon as the change is recognized and submit this information to Engineer.

(d) If the Disputed Work is not completed within thirty (30) days, the Contractor shall, every thirty (30) days until the Disputed Work ceases, submit to the Engineer an updated Supplemental Notice of Potential Claim that shall update and quantify all of the information required in the Supplemental Notice of Potential Claim. The Contractor's failure to so quantify costs and schedule impacts every thirty (30) days shall result in a waiver of the Claim for that 30-day period. Any supplemental notice or updated notice that states that the requested adjustment of Contract Price and/or Contract Time will be provided

or determined at a later date, or that any damages, costs, schedule impacts, and/or any other analysis will be provided or determined at a later date, shall be deemed to be not in compliance with this Section 5-1.08, and shall result in the Contractor waiving its Claim.

(e) After reviewing the Supplemental Notice of Potential Claim or updated Supplemental Notice of Potential Claim, the Engineer may provide a written response thereto or may decide to delay providing a response until the Contractor provides further information regarding the potential Claim pursuant to the provisions of this Section 5-1.08.

**5-1.08A(6) Notice of Final Claim.**

As soon as reasonably practical upon completion of the Disputed Work, and no later than thirty (30) days after completion of the Disputed Work, the Contractor shall submit to the Engineer a Notice of Final Claim containing a full and final documentation of the Claim including, but not limited to, the following information:

(a) A detailed factual narration of events fully describing the nature and circumstances that caused the dispute, including, but not limited to, necessary dates, locations, and items of Work affected by the dispute.

(b) The specific provisions of the Contract that support the Claim and a statement of the reasons these provisions support and provide a basis for entitlement of the Claim.

(c) When additional monetary compensation is requested, the exact amount requested calculated in conformance with the Contract Documents and shall include an itemized breakdown of individual costs. These costs shall be segregated into the following cost categories:

- i. Labor – A listing of individuals, classifications, regular hours and overtime hours worked, dates worked, hourly labor rates, and other pertinent information related to the requested reimbursement of labor costs.
- ii. Materials – Invoices, purchase orders, location of materials either stored or incorporated into the work, dates materials were transported to the project or incorporated into the work, and other pertinent information related to the requested reimbursement of material costs.
- iii. Equipment – Listing of detailed description (make, model, and serial number), hours of use, dates of use, and equipment rates. Equipment rates shall be at the applicable State rental rate as listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," in effect when the Disputed Work was performed.
- iv. Other categories as specified by Contractor or Engineer.

(d) When an adjustment of Contract Time is requested the following information shall be provided:

- i. The chronology of the specific dates for which Contract Time is being requested.
- ii. The specific reasons for entitlement to a Contract Time adjustment.
- iii. The specific provisions of the Contract that provide the basis for the requested Contract Time adjustment.
- iv. A detailed time impact analysis of the schedule. The time impact analysis shall show the effect of changes or disruptions on the scheduled completion date to demonstrate entitlement to a Contract Time adjustment.

(e) The listing, identification, and production of copies of all documents the Contractor believes support its Claim and the date, time, circumstances, details and substance of any oral communications that the Contractor believes support the Claim.

The Notice of Final Claim shall be submitted on a form furnished by the Engineer and shall be certified under penalty of perjury with reference to the California False Claims Act, Government Code Sections 12650-12655.

Information submitted subsequent to the Notice of Final Claim will not be considered.

No Notice of Final Claim will be considered that does not have the same nature and circumstances, and basis of Claim as those specified on the Initial and Supplemental Notices of Potential Claim.

**5-1.08A(7) Response to Notice of Final Claim.**

(a) Date of Final Decision in Response to Final Claim

In the event a valid written decision is not provided to the Contractor within the time prescribed in this Section 5-1.08, the Claim shall be deemed denied on the last day a written response was due. The date upon which the Claim is approved or denied pursuant to the provisions of this Section 5-1.08, shall constitute the date of the final decision on the Claim under the provisions of this Section 5-1.08. The date of the final decision on a Claim can only be changed by a subsequent writing signed by Engineer and County that expressly states that the date of the final decision on the Claim has been changed to a new specific date. “

(b) Public Contract Code Requirements for Claims Less Than or Equal to \$375,000.

- i. Written Response to Claims of less than \$50,000.

For Claims of less than fifty thousand dollars (\$50,000), the Engineer shall respond in writing to the Notice of Final Claim within forty-five (45) days of receipt thereof, or may request, in writing, within thirty (30) days of said receipt, any additional documentation relating to the Claim or any defenses to the Claim the County may have against the Contractor. The Contractor shall comply with the request within the reasonable time deadlines provided by the Engineer in

the request. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the County and the Contractor. The written response to the Notice of Final Claim shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

ii. Written Response to Claims Over \$50,000 and Less Than or Equal to \$375,000

For Claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the Engineer shall respond in writing to the Notice of Final Claim within sixty (60) days of receipt thereof, or may request, in writing, within thirty (30) days of said receipt, any additional documentation relating to the Claim or any defenses to the Claim the County may have against the Contractor. The Contractor shall comply with the request within the reasonable time deadlines provided by Engineer in the request. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the County and the Contractor. The written response to the Notice of Final Claim shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

iii. Right to Meet and Confer For Claims Less Than or Equal to \$375,000

For Claims less than or equal to \$375,000, if the Contractor disputes the written response to the Claim, or if a written response is not submitted within the time prescribed above, the Contractor may so notify the Engineer and County, in writing, either within fifteen (15) days of receipt of the written response or within fifteen (15) days of the Engineer'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 such a timely demand by the Contractor, the Engineer shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute. Within thirty (30) days after such conference, a final written response to the Claim shall be issued which will serve as the new final decision on the Claim. Pursuant to Public Contract Code section 20104.6, the County shall not fail to pay money as to any portion of a Claim which is undisputed, except as otherwise provided in the Contract Documents.

(c) For Claims Greater Than \$375,000

For Claims over three hundred seventy-five thousand dollars (\$375,000), the Engineer shall respond in writing to the Notice of Final Claim within sixty (60) days of receipt thereof Claim, or may request, in writing, within forty-five (45) days of said receipt, any additional information or documentation relating to the Claim or any defenses to the Claim the County may have against the Contractor. The Contractor shall comply with the request within the reasonable time deadline provided by the Engineer in the request. If any additional information is thereafter requested by the Engineer, it shall likewise be provided by the

Contractor within the reasonable time deadline provided by the Engineer in such follow-up request. The written response to the Notice of Final Claim shall be submitted to the Contractor within thirty (30) days after receipt of such further information and documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or documentation, whichever is greater. The Contractor may request an informal conference to meet and confer for settlement of the issues in dispute, but the Contractor shall have no right to demand such a conference. Neither the requesting of any such conference by the Contractor or the Engineer, nor the holding of such conference shall affect the date of the final decision on the Claim. No written communications of the Engineer and/or the County sent to the Contractor after any such conference will change the date of the final decision on the Claim unless the writing expressly states that the date of the final decision is being changed to a new specific date.

#### **5-1.08A(8) Exclusive Remedy**

The administration of a Claim as provided in this Section 5-1.08, including the Contractor's performance of its duties and obligations specified in this Section 5-1.08 is the Contractor's sole and exclusive remedy for disputes of all types pertaining to the payment of money, extension of time, the adjustment or interpretation of the Contract Documents terms or other contractual or tort relief arising from the Contract Documents. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout the Contract Documents) apply notwithstanding the completion, termination, suspension, cancellation, breach, or rescission of the Work or the Contract Documents, the negligence or strict liability of the County, its representatives, consultants, or agents, or the transfer of Work or the Project to the County for any reason whatsoever.

The Contractor waives and covenants not to raise any claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with these Section 5-1.08 requirements. Compliance with the procedures described in this Section 5-1.08 is a condition precedent to the right to file a Government Code Claim, commence litigation, or commence any other legal action. Claim(s) or issue(s) not raised in a timely Claim submitted under this Section 5-1.08 may not be asserted in any subsequent Government Code Claim, litigation, or legal action. The County shall not be deemed to waive any provision under this Section 5-1.08, if at the County's sole discretion, a claim is administered in a manner not in accordance with this Section 5-1.08.

#### **5-1.08B OTHER REQUIREMENTS RELATING TO CLAIMS**

##### **5-1.08B(1) Government Code Claim Requirements**

For all Claims not resolved as a result of the Section 5-1.08A procedures, the Contractor must submit each Claim in a Government Code Section 910 form of claim for final investigation and consideration of its settlement prior to initiation of any litigation on any such Claim, as required by Government Code Section 945.4. Pursuant to Government Code Section 930.2, the one-year period in

Government Code Section 911.2 is hereby reduced to 150 days. This time deadline is measured from the accrual date of each separate cause of action.

#### **5-1.08B(2) Tolling**

For each unresolved Claim properly processed by the Contractor in accordance with Section 5-1.08A, the running of the period of time within which a Government Code claim must be submitted shall be tolled during the time the Contractor is processing the Claim in compliance with Section 5-1.08A. Under no circumstances shall the time for submitting a Government Code Claim be extended beyond 150 days of the date of the final decision on the Claim under Section 5-1.08A. The Contractor waives the right to pursue or submit any Claims not processed in accordance with Section 5-1.08A.

Other than as expressly provided above, the time deadline for filing a Government Code claim shall not be tolled by any action or inaction by the Contractor, the Engineer, or the County, including but not limited to any action or inaction to try to resolve the Claim through negotiation, mediation, settlement, agreement (including Change Order), or by any other means, other than by a separate written tolling agreement expressly approved as to form (on the face of the agreement) by the County.

#### 5-1.09 AUDIT OF RECORDS

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

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

#### 5-1.10 CONTRACTOR'S REPORTS

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

#### 5-1.11 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor

may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

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

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

#### 5-1.12 SUBCONTRACTOR AND DBE RECORDS

The Contractor shall use each DBE subcontractor listed on the "List of Subcontractors" and "DBE Commitment" forms unless the Contractor receives authorization for a substitution. The Contractor shall notify the Engineer of any changes to its anticipated DBE participation prior to starting the affected work.

The Contractor shall maintain records showing:

1. The name and business address of each first-tier subcontractor.
2. The name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier.
3. The date of payment and the total dollar figure paid to each business.

DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Prior to the fifteenth of each month, the Contractor shall submit a "Monthly DBE Trucking Verifications" Form CEM-2404 (F).

Upon completion of the contract, a summary of these records shall be prepared on "Final Report – Utilization of Disadvantaged Business Enterprises – DBE), First-Tier Subcontractors" Form CEM-2402 and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

The following is a copy of the "Final Report – Utilization of Disadvantaged Business Enterprises – DBE), First-Tier Subcontractors" Form CEM-2402.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES  
(DBE), FIRST-TIER SUBCONTRACTORS**

**ADA Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CEM-2402F (REV 02/2008)

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE	
PRIME CONTRACTOR			BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT \$	
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS		DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-DBE	DBE		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
ORIGINAL COMMITMENT \$ _____							
DBE			<b>TOTAL</b>	\$	\$		
<p>List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit.  If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.</p>							
<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>							
CONTRACTOR REPRESENTATIVE'S SIGNATURE					BUSINESS PHONE NUMBER		DATE
<b>TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>							
RESIDENT ENGINEER'S SIGNATURE					BUSINESS PHONE NUMBER		DATE

FED-105

Copy Distribution-Caltrans contracts:	Original - District Construction	Copy- Business Enterprise Program	Copy- Contractor
Copy Distribution-Local Agency contracts:	Original - District Local Assistance Engineer (submitted with the Report of Expenditure)	Copy- District Local Assistance Engineer	Copy- Local Agency file
			Copy Resident Engineer

5-1.13 DBE CERTIFICATION STATUS

If a DBE is decertified before completing its work, the DBE shall notify the Contractor in writing with the date of decertification. If a business becomes a certified DBE before completing its work, the business shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, “Disadvantaged Business Enterprises (DBE) Certification Status Change” Form CEM-2403(F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 30 days from the date of contract acceptance.

The following is a copy of the “Disadvantaged Business Enterprises (DBE) Certification Status Change” Form CEM-2403(F).

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION

**DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE**

CP-CEM-2403(F) (New. 10/99)

CONTACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE	
PRIME CONTRACTOR			BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT	
<i>Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit. Attach DBE certification/Decertification letter in accordance with the Special Provisions</i>						
CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS		BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/DECERTIFICATION DATE Letter attached
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
Comments:						
<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>						
CONTRACTOR REPRESENTATIVE SIGNATURE			TITLE	BUSINESS PHONE NUMBER	DATE	
<b>TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>						
RESIDENT ENGINEER				BUSINESS PHONE NUMBER	DATE	

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**Distribution** Original copy -DLAE Copy -1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Engineer

5-1.14 PERFORMANCE OF SUBCONTRACTORS

The subcontractors listed by the Contractor in conformance with Section 2-1.02, "Required Listing of Proposed Subcontractors," of the Standard Specifications, shall perform the work for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces.

DBEs must perform work or supply materials as listed by the Contractor in the "DBE COMMITMENT" form specified under Section 2, "Proposed Requirements and Conditions," of these Special Provisions. The Contractor shall not terminate or substitute a listed DBE for convenience and perform the work with its own forces or obtain materials from other sources without prior written authorization from the County.

Authorization to use other forces or sources of materials may be requested for the following reasons:

1. The listed DBE fails or refuses to execute a written contract based on the plans and specifications for the project.
2. The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE fails or refuses to meet the bond requirements of the Contractor.
3. The work performed requires a contractor's license and the listed DBE does not have a valid contractors license under Contractors License Law.
4. The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.
5. The work performed by the listed DBE is substantially unsatisfactory and is not in substantial conformance with the plans contract.
6. The listed DBE is ineligible to work on the project because of suspension or debarment.
7. The listed DBE becomes bankrupt or insolvent.
8. The listed DBE voluntarily withdraws with written notice from the contract.
9. The Listed DBE is ineligible to receive credit for the type of work required.
10. The Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the contract.
11. The County determines other documented good cause.

The Contractor shall notify the original DBE of its intent to use other forces or material sources and provide the reasons. The Contractor shall provide the DBE with five (5) days to respond to its notice and advise the Contractor and the County of the reasons why the use of other forces or sources of materials should not occur. The Contractor's request to use other forces or material sources must include:

1. 1 or more of the reasons listed in the preceding paragraph
2. Notices from Contractor to the DBE regarding the request
3. Notices from the DBEs to the Contractor regarding the request

If a listed DBE is terminated, the Contractor shall make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time the Contractor requests substitution.

Unless the County authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the County does not pay for work listed on the "DBE Commitment" form unless it is performed or supplied by the listed DBE or an authorized substitute.

#### 5-1.15 SUBCONTRACTING

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

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

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

Each subcontract shall comply with the contract.

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

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

The Contractor shall submit a "Subcontracting Request" Form CEM-1201 prior to commencement of that portion of the work. The following is a copy of the "Subcontracting Request" Form CEM-1201.

		REQUEST NUMBER
CONTRACTOR NAME		COUNTY
BUSINESS ADDRESS		ROUTE
CITY AND STATE		CONTRACT NUMBER
ZIP CODE	FEDERAL-AID PROJECT NUMBER. <i>(from special provisions)</i>	

SUBCONTRACTORS (Name, Business Address, Phone)	BID ITEM NUMBER(S)	PERCENTAGE OF BID ITEM SUBCONTRACTED	CHECK IF: (See Categories Below)			DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	DOLLAR AMOUNT BASED ON BID AMOUNT
			1	2	3		

Categories:                      **1 Specialty**                      **2 Listed Under Fair Practices Act**                      **3 Certified DBE/UDBE/DVBE**

I certify that:  
 • The *Standard Specifications* for labor set forth in the contract apply to the subcontracted work.  
 • If applicable, (federal-aid projects only) Section 14 (federal requirements) of the special provisions has been inserted in the subcontracts and will be incorporated in any lower-tier subcontract. Written contracts have been executed for the subcontracted work noted above.

CONTRACTOR'S SIGNATURE	DATE
------------------------	------

This section is to be completed by the resident engineer.

1. Total of bid items		\$ _____
2. Specialty items previously approved (if applicable, see Note in the instructions)		\$ _____
3. Specialty items this request (if applicable, see Note in the instructions)		\$ _____
4. Total (lines 2 + 3)		\$ _____
5. Contractor must perform with own forces (line 1 minus 4) x _____ %		\$ _____
6. Bid items previously subcontracted		\$ _____
7. Bid items subcontracted (this request)		\$ _____
8. Total (lines 6 + 7)		\$ _____
9. Balance of work contractor to perform (line 1 minus 8)		\$ _____

**APPROVED**

RESIDENT ENGINEER'S SIGNATURE	DATE
-------------------------------	------

**COPY DISTRIBUTION:**    **Original - Contractor**    **Copy - Resident Engineer**    **Copy - District Construction Office**    **Copy - OBEO - smallbusinessadvocate@dot.ca.gov**  
 or FAX to (916) 324-1949

**ADA Notice** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

### INSTRUCTIONS

*All first-tier subcontractors must be included on a subcontracting request.*

Before subcontracting work starts, the contractor will submit an original CEM-1201 according to the *Standard Specifications*. After approval, the RE returns the original to the contractor and complete the remaining distribution as listed on the bottom of the form.

When an entire item is subcontracted, show the contractor's bid price.

When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

In August 2008, the *Standard Specifications* were amended to eliminate specialty items. Enter Zeros or applicable amounts for specialty items should be entered in lines 2 and 3 of this form, depending on whether the contract includes the amendment.

**THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF SUBCONTRACTORS AND UDBE, DVBE OR SMALL BUSINESS ENTITIE**

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. A list of debarred contractors is available from the Department of Industrial Relations web site at:

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

Pursuant to the provisions in 44 CFR 17 the Contractor shall not use a subcontractor which is debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under “Executive Order 12549, “Debarment and Suspension.” A list of excluded contractors is available from the Excluded Parties List System web site at:

<https://www.epls.gov/>

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

Each subcontract and any lower tier subcontract that may in turn be made shall include Section 7, “Federal Requirements for Federal-Aid Construction Projects,” of these Special Provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1.16 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the County’s prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.17 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The County shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County, of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all

monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the County. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

#### 5-1.18 BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Title 23 United States Code, Section 313 and the regulations adopted pursuant thereto. In conformance with said law and regulations, the Contractor shall furnish steel and iron materials to be incorporated into the work with certificates of compliance, and all steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

5-1.19 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.

5-1.20 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.

5-1.21 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.

5-1.22 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.

5-1.23 FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is 0.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the County of San Luis Obispo:

1. Number of apprentices or trainees to be trained for each classification

2. Training program to be used
3. Training starting date for each classification

Obtain the County's approval for this submitted information before you start work. The County credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The County and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - Meet the your equal employment opportunity responsibilities
  - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward

construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The County reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:

Contribute to the cost of the training

Provide the instruction to the apprentice or trainee

Pay the apprentice's or trainee's wages during the off-site training period

3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed.

#### 5-1.24 QUALITY ASSURANCE

The County uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the County performs if they are available at the job site.

Schedule work to allow time for QAP.

#### 5-1.25 FEMALE AND MINORITY GOALS

To comply with Section II "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for

female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

**MINORITY UTILIZATION GOALS**

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	
	CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA	
	CA Santa Cruz	14.9
7500 Santa Rosa		
CA Sonoma	9.1	
8720 Vallejo-Fairfield-Napa, CA		
CA Napa; CA Solano	17.1	
Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2	
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo	
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties:	

	5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For each July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

5-1.26 SOLID WASTE MANAGEMENT

The Contractor shall recycle at least 50% of the construction and demolition waste generated by the project.

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

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

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

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

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

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

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

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

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

## RECYCLING PLAN FOR COUNTY PROJECTS

<b>SECTION 1. PROJECT INFORMATION</b>		
Contract Title	Contractor Name	
	Contractor Phone	Contractor Fax
Contract Number	Street Address	
Total Contract Amount	City, State, Zip	
Print Name and Title	Signature	Date

<b>SECTION 2. RECYCLING PLAN</b>						
	<b>Before Construction (estimated tons)</b>					
		Landfill	Recycling Facility		Reuse	
	(Tons)	(Tons)	Location	(Tons)	Location	
<b>Materials</b>						
Cleared Vegetation						
Asphalt Concrete						
Concrete						
Metals (including spent equipment)						
Lumber						
Drywall						
Mixed Recyclables						
Trash						
<b>Totals</b>						
<b>% Diversion</b>						

<b>Official Use Only</b>		
Recycling Plan Approved <input type="checkbox"/>	Recycling Plan Denied <input type="checkbox"/>	
Information Required:		
Print Name and Title	Signature	Date

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**DISPOSAL REPORT FOR COUNTY PROJECTS**

<b>SECTION 1. PROJECT INFORMATION</b>		
Contract Title	Contractor Name	
	Contractor Phone	Contractor Fax
Contract Number	Street Address	
Total Contract Amount	City, State, Zip	

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

Print Name and Title	Signature	Date
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<b>SECTION 2. DISPOSAL REPORT</b>					
	<b>After Construction (actual tons)</b>				
	Landfill	Recycling Facility		Reuse	
	(Tons)	(Tons)	Location	(Tons)	Location
<b>Materials</b>					
Cleared Vegetation					
Asphalt Concrete					
Concrete					
Metals (including spent equipment)					
Lumber					
Drywall					
Mixed Recyclables					
Trash					
<b>Totals</b>					
<b>% Diversion</b>					

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

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

<b>Official Use Only</b>	
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. FEDERAL MINIMUM WAGES**

Attention is directed to Exhibit A of the Agreement, “Required Contract Provisions Federal-Aid Construction Contracts, FHWA-1273” of the Contract Agreement, to the Notice to Bidders for this contract; and Decision No. CA120019 of the Secretary of Labor, included herein.

### **GENERAL WAGE DETERMINATIONS ISSUE UNDER THE DAVIS-BACON AND RELATED ACTS**

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General Decision Number: CA150019 11/06/2015 CA19

Superseded General Decision Number: CA20140019

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: San Luis Obispo County in California.

**BUILDING, DREDGING (does not include hopper dredge work), HEAVY (does not include water well drilling, AND HIGHWAY CONSTRUCTION PROJECTS**

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number    Publication Date

0	01/02/2015
1	01/16/2015
2	02/06/2015
3	02/20/2015
4	03/27/2015
5	05/08/2015
6	06/19/2015
7	07/10/2015
8	07/17/2015
9	07/24/2015
10	07/31/2015
11	08/07/2015
12	08/14/2015
13	09/04/2015
14	09/25/2015
15	10/09/2015

16 10/23/2015  
 17 11/06/2015

\* ASBE0005-002 07/01/2015

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 36.74	19.49
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 25.38	16.81

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 \* ASBE0005-004 06/29/2015

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 18.06	10.57

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 BOIL0092-004 10/01/2012

Area within a 25 mile radius of City of Santa Maria

	Rates	Fringes
BOILERMAKER.....	\$ 41.17	28.27

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 BOIL0549-007 01/01/2013

Remainder of County outside a 25 mile radius of City of Santa

Maria

	Rates	Fringes
BOILERMAKER.....	\$ 38.37	31.32

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\* BRCA0004-006 05/01/2015

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 36.26	13.70

\*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-008 06/01/2014

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.45	11.38
TILE FINISHER.....	\$ 23.78	9.84

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BRCA0018-011 06/01/2014

	Rates	Fringes
TILE LAYER.....	\$ 35.14	14.33

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CARP0409-001 07/01/2010

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 37.35	11.08
(2) Millwright.....	\$ 37.85	11.08
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock		

Carpenter, Heavy Frammer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 37.48	11.08
(4) Pneumatic Nailer, Power Stapler.....	\$ 37.60	11.08
(5) Sawfiler.....	\$ 37.44	11.08
(6) Scaffold Builder.....	\$ 28.55	11.08
(7) Table Power Saw Operator.....	\$ 37.45	11.08

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

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 CARP0409-005 07/01/2010

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	6.67

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 CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

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 ELEC0639-001 06/01/2015

	Rates	Fringes
Electricians		
Wireman/Technician.....	\$ 39.30	18.66

FOOTNOTES:

CABLE SPLICER: 10% additional per hour above Wireman/Technician basic hourly rate.

Work from trusses, swinging scaffolds, open ladders, scaffolds, bosun chairs, stacks or towers, where subject to a direct fall from the ground floor or support structure from a distance of fifty (50) feet to ninety (90) feet: to be paid time and one-half. Work from trusses, swinging scaffolds, open ladders, scaffolds, bosun chairs, stacks or towers, where subject to a direct fall from the ground floor or support structure from a distance over ninety (90) feet: to be paid double the regular straight time rate of pay. Where workers are required to work under compressed air or in areas where injurious gases, dust or fumes are present in amounts necessitating the use of gas masks or self-contained breathing apparatus (particle masks are not considered self-contained breathing apparatus) or where workers work on poles at a distance of seventy-five (75) feet or more from the ground: to be paid a bonus of straight time pay. This shall be at a minimum of one hour, and thereafter, each succeeding hour or fraction thereof shall constitute an hour at the bonus rate. Tunnel work: to be paid at the time and one-quarter hourly rate.

All employers may request workmen to report direct to a job within a free zone to include everything west of ten (10) miles east of Highway 101, as the crow flies, and then (10) miles north and south of Highway 46, as the crow flies, to the junction of Highway 41 and Highway 46. Everything outside this area shall be paid at full subsistence provide said job is of five (5) days duration or more and provide there is storage on the job for the Employee's tools. The Employer will be responsible for loss of tools under such circumstances. (Road: The most direct route on a surfaced road).

On all jobs or projects outside the free zone, as stated above, Employees may be required to report to the job site in their own transportation at the regular starting time and remain on the job site until the regular quitting time and these shall be paid at fifty dollars (\$50.00) per day or fifty-one cents (\$0.51) per mile for each road mile from shop to job and job to shop (round trip). (Day worked shall mean at least four (4) hours on the job unless sent home on account of weather, emergency, sickness, or injury).

The Employer shall pay for traveling time and furnish transportation from shop to job, job to job, and job to shop. Travel time shall be at the appropriate rate of pay

for that day of the week. (Monday through Friday, straight time, Saturday and Sunday, double time.)

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\* ELEC0639-003 12/01/2014

COMMUNICATIONS AND SYSTEMS WORK

SAN LUIS OBISPO COUNTY

	Rates	Fringes
Communications System		
Installer.....	\$ 29.92	12.27
Technician.....	\$ 30.89	11.66

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

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ELEC1245-001 06/01/2015

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 52.85	15.53
(2) Equipment specialist		

(operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 42.21      14.32  
 (3) Groundman.....\$ 32.28      14.03  
 (4) Powderman.....\$ 47.19      14.60

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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 ELEV0008-003 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 60.39	28.38

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.  
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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 ENGI0012-003 07/06/2015

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 39.95	23.35
GROUP 2.....	\$ 40.73	23.35
GROUP 3.....	\$ 41.02	23.35
GROUP 4.....	\$ 42.51	23.35
GROUP 5.....	\$ 41.86	23.35
GROUP 6.....	\$ 41.83	23.35
GROUP 8.....	\$ 42.84	23.35
GROUP 9.....	\$ 42.19	23.35
GROUP 10.....	\$ 42.96	23.35
GROUP 11.....	\$ 42.31	23.35

GROUP 12.....	\$ 43.13	23.35
GROUP 13.....	\$ 43.23	23.35
GROUP 14.....	\$ 43.26	23.35
GROUP 15.....	\$ 43.34	23.35
GROUP 16.....	\$ 43.46	23.35
GROUP 17.....	\$ 43.63	23.35
GROUP 18.....	\$ 43.73	23.35
GROUP 19.....	\$ 43.84	23.35
GROUP 20.....	\$ 43.96	23.35
GROUP 21.....	\$ 44.13	23.35
GROUP 22.....	\$ 44.23	23.35
GROUP 23.....	\$ 44.34	23.35
GROUP 24.....	\$ 44.46	23.35
GROUP 25.....	\$ 44.63	23.35

OPERATOR: Power Equipment  
(Cranes, Piledriving &  
Hoisting)

GROUP 1.....	\$ 41.30	23.35
GROUP 2.....	\$ 42.08	23.35
GROUP 3.....	\$ 42.37	23.35
GROUP 4.....	\$ 42.51	23.35
GROUP 5.....	\$ 42.73	23.35
GROUP 6.....	\$ 42.84	23.35
GROUP 7.....	\$ 42.96	23.35
GROUP 8.....	\$ 43.13	23.35
GROUP 9.....	\$ 43.30	23.35
GROUP 10.....	\$ 44.30	23.35
GROUP 11.....	\$ 45.30	23.35
GROUP 12.....	\$ 46.30	23.35
GROUP 13.....	\$ 47.30	23.35

OPERATOR: Power Equipment  
(Tunnel Work)

GROUP 1.....	\$ 41.80	23.35
GROUP 2.....	\$ 42.58	23.35
GROUP 3.....	\$ 42.87	23.35
GROUP 4.....	\$ 43.01	23.35
GROUP 5.....	\$ 43.23	23.35
GROUP 6.....	\$ 43.34	23.35
GROUP 7.....	\$ 43.46	23.35

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp

Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel

Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types -

drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

#### GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator;

Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system

(multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator,

operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

## CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline,

clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

## TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San

Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of

the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W.

Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

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IRON0377-002 07/01/2015

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 27.08	20.21
Ornamental, Reinforcing and Structural.....	\$ 33.50	28.85

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0220-001 08/01/2015

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 37.04	16.78
GROUP 2.....	\$ 37.36	16.78
GROUP 3.....	\$ 38.82	16.78
GROUP 4.....	\$ 38.51	16.78
LABORER		
GROUP 1.....	\$ 31.39	16.78
GROUP 2.....	\$ 31.94	16.78
GROUP 3.....	\$ 32.49	16.78
GROUP 4.....	\$ 34.04	16.78
GROUP 5.....	\$ 34.39	16.78

#### LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as

walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of

pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.);

GROUP 2: Bull gang mucker, track person; Chucktender, Cabletender; Concrete crew, including rodder and spreader; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

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LABO0220-004 07/01/2014

	Rates	Fringes
Brick Tender.....	\$ 29.12	15.78

LABO0300-005 01/01/2014

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 28.00	15.25

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2014

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 34.79	17.92
GROUP 2.....	\$ 33.84	17.92
GROUP 3.....	\$ 30.30	17.92

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LABO1184-001 08/01/2015

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 32.60	12.16
(2) Vehicle Operator/Hauler.	\$ 32.77	12.16
(3) Horizontal Directional Drill Operator.....	\$ 34.62	12.16
(4) Electronic Tracking Locator.....	\$ 36.62	12.16
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 33.76	15.04
GROUP 2.....	\$ 35.06	15.04
GROUP 3.....	\$ 37.07	15.04
GROUP 4.....	\$ 38.81	15.04

**LABORERS - STRIPING CLASSIFICATIONS**

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic

delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1414-001 08/05/2015

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 30.16	17.11
PLASTER TENDER.....	\$ 32.71	17.11

Work on a swing stage scaffold: \$1.00 per hour additional.

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PAIN0036-007 07/01/2015

	Rates	Fringes
Painters:		
(1) Repaint Including Lead Abatement.....	\$ 24.19	12.83
(2) High Iron & Steel.....	\$ 30.70	12.83
(3) Journeyman Painter including Lead Abatement....	\$ 28.70	12.83
(4) Industrial.....	\$ 32.02	12.83
(5) All other work.....	\$ 28.70	12.83

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

**HIGH IRON & STEEL:**

Aerial towers, towers, radio towers, smoke stacks, flag poles

(any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

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 PAIN0036-008 10/01/2015

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 36.18	16.82

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 PAIN0169-002 01/01/2015

	Rates	Fringes
GLAZIER.....	\$ 34.83	19.75

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 PAIN1247-002 01/01/2015

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 29.85	13.56

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 PLAS0200-001 08/05/2015

	Rates	Fringes
PLASTERER.....	\$ 38.44	13.77

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 PLAS0500-002 07/01/2015

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.30	20.65

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 PLUM0016-001 07/01/2015

	Rates	Fringes
PLUMBER/PIPEFITTER Plumber and Pipefitter All other work except		

work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 45.96	20.71
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 44.54	19.73
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 35.16	18.06

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PLUM0345-001 07/01/2014

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 29.27	19.75
Sewer & Storm Drain Work....	\$ 33.24	17.13

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ROOF0036-002 08/01/2014

	Rates	Fringes
ROOFER.....	\$ 35.02	13.57

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

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SFCA0669-014 07/01/2013

	Rates	Fringes
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SPRINKLER FITTER.....\$ 32.98      19.35

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SHEE0273-002 08/01/2015

Rates      Fringes

SHEET METAL WORKER.....\$ 40.50      26.67

HOLIDAYS: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & Friday after, Christmas Day

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TEAM0011-002 07/01/2015

Rates      Fringes

TRUCK DRIVER

GROUP 1.....	\$ 28.24	25.24
GROUP 2.....	\$ 28.39	25.24
GROUP 3.....	\$ 28.52	25.24
GROUP 4.....	\$ 28.71	25.24
GROUP 5.....	\$ 28.74	25.24
GROUP 6.....	\$ 28.77	25.24
GROUP 7.....	\$ 29.02	25.24
GROUP 8.....	\$ 29.27	25.24
GROUP 9.....	\$ 29.47	25.24
GROUP 10.....	\$ 29.77	25.24
GROUP 11.....	\$ 30.27	25.24
GROUP 12.....	\$ 30.70	25.24

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter

\* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

**SECTION 7. BLANK**

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## SECTION 8. MATERIALS

### SECTION 8-1. MISCELLANEOUS

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

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

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

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

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

#### **PAVEMENT MARKERS, PERMANENT TYPE**

##### **Retroreflective With Abrasion Resistant Surface (ARS)**

("length along the direction of travel" x "marker width")

1. Apex, Model 921AR (4" x 4")
2. Ennis-Flint, Models C88 (4" x 4"), 911 (4" x 4") and C80FH (3.1" x 4.5")
3. Ray-O-Lite, Models "AA" ARC II (4" x 4") and ARC Round Shoulder (4" x 4")
4. 3M Series 290 (3.5" x 4")
5. 3M Series 290 PSA
6. Glowlite, Inc Model 988AR (4" x 4")

##### **Retroreflective With Abrasion Resistant Surface (ARS)**

(for recessed applications only)

1. Ennis-Flint, Model 948 (2.3" x 4.7")
2. Ennis-Flint, Model 944SB (2" x 4")\*
3. Ray-O-Lite, Model 2002 (2" x 4.6")
4. Ray-O-Lite, Model 2004 (2" x 4")\*

\*For use only in 4.5 inch wide (older) recessed slots

## **Non-Reflective, 4-inch Round**

1. Apex Universal (Ceramic)
2. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
3. Glowlite, Inc. (Ceramic) and PP (Polypropylene)
4. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
5. Interstate Sales, "Diamond Back" (Polypropylene)
6. Novabrite Models Cdot (White) Cdot-y (Yellow), Ceramic
7. Novabrite Models Pdot-w (White) Pdot-y (Yellow), Polypropylene
8. Three D Traffic Works TD10000 (ABS), TD10500 (Polypropylene)
9. Ray-O-Lite, Ray-O-Dot (Polypropylene)

## **PAVEMENT MARKERS, TEMPORARY TYPE**

### **Temporary Markers For Long Term Day/Night Use (180 days or less)**

1. Vega Molded Products "Temporary Road Marker" (3" x 4")
2. Pexco LLC, Halftrack model 25, 26 and 35

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

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

1. Apex Universal, Model 932
2. Pexco LLC, Models T.O.M., T.R.P.M., and "HH" (High Heat)
3. Hi-Way Safety, Inc., Model 1280/1281
4. Glowlite, Inc., Model 932

## **STRIPING AND PAVEMENT MARKING MATERIAL**

### **Permanent Traffic Striping and Pavement Marking Tape**

1. Advanced Traffic Marking, Series 300 and 400
2. Brite-Line, Series 1000
3. Brite-Line, "DeltaLine XRP"
4. Swarco Industries, "Director 35" (For transverse application only)
5. Swarco Industries, "Director 60"
6. 3M, "Stamark" Series 380 and 270 ES
7. 3M, "Stamark" Series 420 (For transverse application only)

### **Temporary (Removable) Striping and Pavement Marking Tape (180 days or less)**

1. Advanced Traffic Marking, Series 200
2. Brite-Line, "Series 100", "Deltaline TWR"
3. Garlock Rubber Technologies, Series 2000
4. Tape 4, Aztec, Grade 102
5. Swarco Industries, "Director-2", "Director 2-Wet Reflective"
6. Trelleborg Industries, R140 Series
7. 3M Series 620 "CR", Series 780 and Series 710
8. 3M Series A145, Removable Black Line Mask  
(Black Tape: for use only on Hot mix asphalt surfaces)
9. Advanced Traffic Marking Black "Hide-A-Line"  
(Black Tape: for use only on Hot mix asphalt surfaces)

10. Brite-Line "BTR" Black Removable Tape  
(Black Tape: for use only on Hot mix asphalt surfaces)
11. Trelleborg Industries, RB-140  
(Black Tape: for use only on Hot mix asphalt surfaces)

**Preformed Thermoplastic (Heated in place)**

1. Ennis-Flint, "Hot Tape"
2. Ennis-Flint, "Premark Plus"
3. Ennis-Flint, "Flametape"

**Ceramic Surfacing Laminate, 6" x 6"**

1. Highway Ceramics, Inc.

**CLASS 1 DELINEATORS**

**One Piece Driveable Flexible Type, 66-inch**

1. Pexco LLC, "Flexi-Guide Models 400 and 566"
2. Carsonite, Curve-Flex CFRM-400
3. Carsonite, Roadmarker CRM-375
4. FlexStake, Model 654 TM
5. GreenLine Model CGD1-66

**Special Use Type, 66-inch**

1. Pexco LLC, Model FG 560 (with 18-inch U-Channel base)
2. Carsonite, "Survivor" (with 18-inch U-Channel base)
3. Carsonite, Roadmarker CRM-375 (with 18-inch U-Channel base)
4. FlexStake, Model 604
5. GreenLine Model CGD (with 18-inch U-Channel base)
6. Impact Recovery Model D36, with #105 Driveable Base
7. Safe-Hit with 8-inch pavement anchor (SH248-GP1)
8. Safe-Hit with 15-inch soil anchor (SH248-GP2) and with 18-inch soil anchor (SH248-GP3)
9. Safe-Hit RT 360 Post with Soil Mount Anchor (GPS)
10. Shur-Tite Products, Shur-Flex Drivable

**Surface Mount Type, 48-inch**

1. Bent Manufacturing Company, Masterflex Model MFEX 180-48
2. Carsonite, "Channelizer"
3. FlexStake, Models 704, 754 TM, and EB4
4. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
5. Three D Traffic Works "Channelflex" ID No. 522248W
6. Flexible Marker Support, Flexistiff Model C-9484
7. Safe-Hit, SH 248 SMR

## **CHANNELIZERS**

### **Surface Mount Type, 36-inch**

1. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) MF-180-36 (Flat) and MFEX 180—36
2. Pexco LLC, Flexi-Guide Models FG300PE, FG300UR, and FG300EFX
3. Carsonite, "Super Duck" (Round SDR-336)
4. Carsonite, Model SDCF03601MB "Channelizer"
5. FlexStake, Models 703, 753 TM, and EB3
6. GreenLine, Model SMD-36
7. Hi-way Safety, Inc. "Channel Guide Channelizer" Model CGC36
8. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
9. Safe-Hit, Guide Post, Model SH236SMA and Dura-Post, Model SHL36SMA
10. Three D Traffic Works "Boomerang" 5200 Series
11. Flexible Marker Support, Flexistiff Model C-9484-36
12. Shur-Tite Products, Shur-Flex

### **Lane Separation System**

1. Pexco LLC, "Flexi-Guide (FG) 300 Curb System"
2. Qwick Kurb, "Klemmfix Guide System"
3. Dura-Curb System
4. Tuff Curb
5. FG 300 Turnpike Curb
6. Shur-Tite Products, SHUR-Curb , Model No. SF0200

## **CONICAL DELINEATORS, 42-inch**

(For 28-inch Traffic Cones, see Standard Specifications)

1. Bent Manufacturing Company "T-Top", TDSC Series
2. Plastic Safety Systems "Navigator-42"
3. TrafFix Devices "Grabber"
4. Three D Traffic Works "Ringtop" TD7000, ID No. 742143
5. Three D Traffic Works, TD7500
6. Work Area Protection Corp. C-42
7. Custom-Pak 4600 (Part No. 93005-0001)
8. Plasticade, Navicade, 650 RI

## **OBJECT MARKERS**

### **Type "K", 18-inch**

1. Pexco LLC, Model FG318PE
2. Carsonite, Model SMD 615
3. FlexStake, Model 701 KM
4. Safe-Hit, Model SH718SMA
5. Impact Recover Systems, Model 282-K

### **Type "Q" Object Markers, 24-inch**

1. Bent Manufacturing "Masterflex" Model MF-360-24

2. Pexco LLC, Model FG324PE
3. Carsonite, "Channelizer"
4. FlexStake, Model 701KM
5. Safe-Hit, Models SH824SMA\_WA and SH824GP3\_WA
6. Three D Traffic Works ID No. 531702W and TD 5200
7. Three D Traffic Works ID No. 520896W
8. Safe-Hit, Dura-Post SHLQ-24"
9. Flexible Marker Support, IMC 9484-24
10. Impact Recover Systems, Model 282-Q

## **CONCRETE BARRIER MARKERS AND TEMPORARY RAILING (TYPE K) REFLECTORS**

### **Impactable Type**

1. ARTUK, "FB"
2. Pexco LLC, Models PCBM-12 and PCBM-T12, PCBM 912
3. Duraflex Corp., "Flexx 2020" and "Electriflexx"
4. Hi-Way Safety, Inc., Model GMKRM100
5. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
6. Three D Traffic Works "Roadguide" Model TD 9300

### **Non-Impactable Type**

1. ARTUK, JD Series
2. Plastic Safety Systems "BAM" Models OM-BITARW and OM-BITARA
3. Vega Molded Products, Models GBM and JD
4. Plastic Vacuum Forming, "Cap-It C400"

## **METAL BEAM GUARD RAIL POST MARKERS**

(For use to the left of traffic)

1. Pexco LLC, "Mini" (3" x 10"), I-Flex
2. Creative Building Products, "Dura-Bull, Model 11201"
3. Duraflex Corp., "Railrider"
4. Plastic Vacuum Forming, "Cap-It C300"

## **CONCRETE BARRIER DELINEATORS, 16-inch**

(For use to the right of traffic)

1. Pexco LLC, Model PCBM T-16
2. Safe-Hit, Model SH216RBM
3. Three D Traffic Works "Roadguide" Model 9400

## **CONCRETE BARRIER-MOUNTED MINI-DRUM (10" x 14" x 22")**

1. Stinson Equipment Company "SaddleMarker"

## **GUARD RAILING DELINEATOR**

(Place top of reflective element at 48 inches above plane of roadway)

### **Wood Post Type, 27-inch**

1. Pexco LLC, FG 427 and FG 527
2. Carsonite, Model 427
3. FlexStake, Model 102 GR
4. GreenLine GRD 27
5. Safe-Hit, Model SH227GRD
6. Three D Traffic Works "Guardflex" TD9100
7. New Directions Mfg, NDM27
8. Shur-Tite Products, Shur-Tite Flat Mount
9. Glasforms, Hiway-Flex, GR-27-00
10. Impact Recover Systems, 200-GRP

### **Barrier, Guardrail Visibility Enhancement**

1. UltraGuard Safety System, Potters Industries, Inc.
2. Worldwide Safety and Irwin Hodson, Monarch Butterfly Reflective Device (MBGR only)

### **Steel Post Type**

1. Carsonite, Model CFGR-327

## **RETROREFLECTIVE SHEETING**

### **Channelizers, Barrier Markers, and Delineators**

1. Avery Dennison T-6500 Series (For rigid substrate devices only)
2. Avery Dennison WR-7100 Series and WR-6100
3. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
4. Reflexite, PC-1000 Metalized Polycarbonate
5. Reflexite, AC-1000 Acrylic
6. Reflexite, AP-1000 Metalized Polyester
7. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
8. 3M, High Intensity

### **Traffic Cones, 4-inch and 6-inch Sleeves**

1. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
2. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight", C85
3. 3M Series 3840, Series 3340
4. Avery Dennison S-9000C

### **Drums**

1. Avery Dennison WR-6100 Series
2. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
3. Reflexite, "Conformalight", "Super High Intensity" or "High Impact Drum Sheeting"
4. 3M Series 3810

## **BARRICADE SHEETING**

### **Type I, Medium-Intensity (Typically Enclosed Lens, Glass-Bead Element)**

1. Nippon Carbide Industries, CN8117
2. Avery Dennison, W 1100 series
3. 3M Series CW 44

### **Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)**

1. Avery Dennison, W-2100 Series

### **Type IV, High Intensity (Typically Unmetalized Microprismatic Retroreflective Element)**

1. 3M Series 3334/3336

### **Vertical Clearance Signs: Structure Mounted**

1. 3M Model 4061, Diamond Grade DG3, Fluorescent Yellow

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

1. Avery Dennison, T-2500 Series
2. Nippon Carbide Industries, Nikkalite 18000

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

1. Avery Dennison, T-5500A and T-6500 Series
2. Nippon Carbide Industries, Nikkalite Brand Ultralite Grade II
3. 3M 3870 and 3930 Series
4. Changzhou Hua R Sheng, Series TM 1200
5. Oracal, Oralite Series 5800

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

1. Avery Dennison, T-6500 Series
2. Nippon Carbide Industries, Crystal Grade, 94000 Series
3. Nippon Carbide Industries, Model No. 94847 Fluorescent Orange
4. 3M Series 3930 and Series 3924S

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

1. Avery Dennison, WU-6014
2. Novabrite LLC, "Econobrite"
3. Reflexite "Vinyl"
4. Reflexite "SuperBright"
5. Reflexite "Marathon"
6. 3M Series RS20

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

1. Avery Dennison, T-7500 Series
2. Avery Dennison, T-7511 Fluorescent Yellow
3. Avery Dennison, T-7513 Fluorescent Yellow Green
4. Avery Dennison, W-7514 Fluorescent Orange
5. Nippon Carbide Industries, Nikkalite Crystal Grade Series 92800
6. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92847 Fluorescent Orange

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

1. 3M VIP Series 3981 Diamond Grade Fluorescent Yellow
2. 3M VIP Series 3983 Diamond Grade Fluorescent Yellow/Green
3. 3M VIP Series 3990 Diamond Grade
4. Avery Dennison T-9500 Series
5. Avery Dennison, T9513, Fluorescent Yellow Green
6. Avery Dennison, W9514, Fluorescent Orange
7. Avery Dennison, T-9511 Fluorescent Yellow

**Signs: Type XI, Very High Intensity (Typically Unmetallized Microprismatic Element)**

1. 3M Diamond Grade, DG3, Series 4000
2. 3M Diamond Grade, DG3, Series 4081, Fluorescent Yellow
3. 3M Diamond Grade, DG3, Series 4083, Fluorescent Yellow/Green
4. 3M Diamond Grade, DG3, Series 4084, Fluorescent Orange
5. Avery Dennison, OmniCube, T-11500 Series
6. Avery Dennison, OmniCube, T-11511, Fluorescent Yellow
7. Avery Dennison, OmniCube, T-11513, Fluorescent Yellow Green
8. Avery Dennison, OmniCube, W-11514 Fluorescent Orange

**SPECIALTY SIGNS**

1. Reflexite "Endurance" Work Zone Sign (with Semi-Rigid Plastic Substrate)

**ALTERNATIVE SIGN SUBSTRATES**

**Fiberglass Reinforced Plastic (FRP) and Expanded Foam PVC**

1. Fiber-Brite (FRP)
2. Sequentia, "Polyplate" (FRP)
3. Inteplast Group "InteCel" (0.5 inch for Post-Mounted CZ Signs, 48-inch or less)(PVC)

**Aluminum Composite, Temporary Construction Signs and Permanent Signs up to 4 foot, 7 Inches**

1. Alcan Composites "Dibond Material, 80 mils"

2. Mitsubishi Chemical America, Alpolic 350
3. Bone Safety Signs, Bone Light ACM (temporary construction signs only)
4. Kommerling, USA, KomAlu 3 mm

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

The project consists of installing rumble strips along the centerlines of various county roads per the County's Procedural memorandum and Caltrans Standard Plan A40B. Work includes removal of centerline traffic stripe, installation of rumble strips, asphaltic emulsion, painted traffic stripes, placing pavement markers, and other such items or detail work not mentioned herein that is required by the Plans, the Standard Specifications, and/or these Special Provisions shall be performed, constructed, furnished, and/or installed.

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## SECTION 10. CONSTRUCTION DETAILS

- 10-1.1 Order of Work: Order of work shall conform to the provisions in Section 5-1.05, “Order of Work,” of the Standard Specifications and these Special Provisions.

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

After having received written notice to proceed, Contractor shall install all the required construction areas signs as the first item of work in accordance with these Special Provisions. No other work will be allowed until the placement of the construction area signs has been completed.

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

The Contractor’s attention is directed to the provisions of Sections 10-1.9, “Remove Traffic Stripe”, for documentation of the existing pavement delineation for the purposes of reestablishment upon completion of asphaltic emulsion.

**No lane closures on Avila Beach Drive will be permitted between the hours of 0700-0830 and 1500-1800. No Lane closures will be permitted on Friday afternoon preceding three-day weekend of a Federal holiday.**

**No lane closures on Foothill Road will be permitted between the hours of 0700-0830 and 1500-1800. No Lane closures will be permitted on Friday afternoon preceding three-day weekend of a Federal holiday.**

**No lane closures on Lopez Drive will be permitted between the hours of 0700-0830 and 1500-1800. No Lane closures will be permitted on Friday afternoon preceding three-day weekend of a Federal holiday.**

**No lane closures on Los Berros Road will be permitted between the hours of 0700-0830 and 1500-1800.**

**No lane closures on Los Osos Valley Road will be permitted between the hours of 0700-0830 and 1500-1800. No Lane closures will be permitted on Friday afternoon preceding three-day weekend of a Federal holiday.**

**No lane closures on Nacimiento Lake Drive will be permitted between the hours of 0700-0830 and 1600-1800. No Lane closures will be permitted on Friday afternoon preceding three-day weekend of a Federal holiday.**

**No lane closures on Price Canyon Road will be permitted between the hours of 0700-0830 and 1600-1800. No Lane closures will be permitted on Friday afternoon preceding three-day weekend of a Federal holiday.**

**No lane closures on San Luis Bay Drive will be permitted between the hours of 0700-0830 and 1430-1800. No Lane closures will be permitted on Friday afternoon preceding three-day weekend of a Federal holiday.**

**No lane closures on South Bay Boulevard will be permitted between the hours of 0700-0830 and 1500-1800. No Lane closures will be permitted on Friday afternoon preceding three-day weekend of a Federal holiday.**

**No lane closures on Thompson Ave will be permitted between the hours of 0700-0830 and 1430-1800. No Lane closures will be permitted on Friday afternoon preceding three-day weekend of a Federal holiday.**

**No lane closures on Valley Road will be permitted between the hours of 0700-0830 and 1500-1800.**

The Contractor's attention is directed to the provisions of Sections 10-1.07, "Maintaining Traffic," 10-1.08, "Existing Highway Facilities," and other requirements of these Special Provisions regarding order of work.

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

Before obliterating any centerline pavement delineation (traffic stripe, pavement markers) that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, and other pavement markings. Full compensation for referencing existing pavement delineation shall be considered as included in the contract prices paid for "REMOVE TRAFFIC STRIPE," and no separate payment will be made therefore.

## 10-1.2 Water Pollution Control

### 10-1.2A General:

#### Summary

Water pollution control work applies to projects where work activities result in less than 1 acre of soil disturbance.

Manage work activities to reduce the discharge of pollutants to surface waters,

groundwater, or municipal separate storm sewer systems including contract work item for Prepare Water Pollution Control Program. Water Pollution Control Program (WPCP) preparation includes obtaining WPCP acceptance, amending the WPCP, and installation, maintenance, monitoring, and inspecting water pollution control practices at the job site.

Do not begin work until the WPCP is accepted.

#### Definitions and Abbreviations

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

BMPs: Best Management Practices are water pollution control practices.

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

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

NPDES: National Pollutant Discharge Elimination System

RWQCB: Regional Water Quality Control Board

SWPPP: Storm Water Pollution Prevention Plan

SWRCB: State Water Resources Control Board

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

WPCP: Water Pollution Control Program

#### Submittals

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

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

#### Submit:

1. Stormwater training records including training dates and subject for employees and subcontractors. Include dates and subject for ongoing training, including tailgate meetings.
2. Employee training records:
  - 2.1. Within 5 days of WPCP acceptance for existing employees
  - 2.2. Within 5 days of training for new employees

- 2.3. At least 5 days before subcontractors start work for subcontractor's employees

Submit as required:

1. BMP Status Report
2. Inspection Reports

At least 5 days before operating any construction support facility:

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

Quality Control and Assurance:

Training

Provide storm water training for:

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

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

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

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

Conduct weekly training meetings covering:

1. Water pollution control BMPs deficiencies and corrective actions
2. BMPs that are required for work activities during the week
3. Spill prevention and control
4. Material delivery, storage, use, and disposal

5. Waste management
6. Non-storm water management procedures

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

State of California  
Department of Transportation  
Publication Distribution Unit  
1900 Royal Oaks Drive  
Sacramento, California 95815  
Telephone: (916) 445-3520

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

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

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

Construction support facilities include:

1. Staging areas
2. Storage yards for equipment and materials
3. Mobile operations
4. Batch plants for PCC and HMA
5. Crushing plants for rock and aggregate
6. Other facilities installed for your convenience such as haul roads

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

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

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

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

### Water Pollution Control Manager

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

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

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

1. Be responsible for water pollution control work
2. Be the primary contact for water pollution control work
3. Oversee the maintenance of water pollution control practices
4. Oversee and enforce hazardous waste management practices
5. Have the authority to mobilize crews to make immediate repairs to water pollution control practices
6. Ensure that all employees have current water pollution control training
7. Implement the accepted WPCP and amend the WPCP when required

Water Pollution Control Manager must oversee:

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

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

#### 10-1.2B Water Pollution Control Program:

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

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

The WPCP must include water pollution control practices:

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

#### WPCP Amendments

You must amend the WPCP when:

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

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

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

#### WPCP Schedule

The WPCP schedule must:

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

#### 10-1.2C Implementation Requirements:

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

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

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

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

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

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

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

Install water pollution control practices within 15 days or before predicted precipitation, whichever occurs first.

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

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

#### Inspection

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

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

The Water Pollution Control Manager must oversee daily inspections of:

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

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

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

1. Location and quantity of installed water pollution control practices
2. Location and quantity of disturbed soil for the active or inactive areas

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

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

#### Reporting Requirements

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

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

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

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

#### 10-1.2D Payment:

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

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

Full compensation for Water Pollution Control, including furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing, obtaining acceptance of, and amending the WPCP and inspecting water pollution control practices as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, shall be included in the contract price paid for the various items of work involved and no separate payment will be made therefore.

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

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

#### 10-1.3 Construction Site Management

## 10-1.3A 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

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.

### 10-1.3C 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.

#### 10-1.3D

#### 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.

### 10-1.3E 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

10-1.3F 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.

10-1.4 Preservation of Property: Attention is directed to Sections 7-1.11 “Preservation of Property,” 7-1.12 “Responsibility for Damage,” and Section 8-1.10 “Utility and Non-Highway Facilities” of the Standard Specifications. Existing highway and adjacent property, utility and non-highway facilities, trees, plants, and irrigation facilities that are not designated to be removed, shall be fully protected from damage at the Contractor’s expense.

Full compensation for preservation of property, responsibility for damage, utility and non-highway facilities, provisions of public convenience, and public safety, and for conforming to the provisions of the Standard Specifications, the project Plans and these Special Provisions, and the requirements of the Engineer shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed therefor.

10-1.5 Measurement and Payment: In addition to the provisions of Section 9-1.01 of the Standard Specifications, the following requirement will apply:

The 13<sup>th</sup> paragraph of Section 9-1.01, “Measurement of Quantities,” of the Standard Specifications shall be amended to read as follows:

Whenever pay quantities of material are determined by weighing, the scales shall be operated by a weighmaster licensed in accordance with the provisions of the California Business and Professions Code, Division 5, Chapter 7. The Contractor shall furnish a Public Weighmaster’s certificate, or a Private Weighmaster’s certificate (load slip) with each load and a Daily Record of Platform Scale Weights. The Weighmaster’s certificates shall be numbered consecutively to correspond with the Daily Record of Platform Scale Weights. The Daily Record of Platform Scale Weights shall be prepared using a form supplied by the County and shall be delivered to the Engineer at the end of each day. A representative of the County may be present to witness the weighing and to check the Daily Record of Platform Scale Weights.

10-1.6 Material Deposited at Job Site: The Contractor shall provide load slips to the Engineer at the point of delivery for all materials deposited at the job site for payment purposes.

10-1.7 Maintaining Traffic

10-1.7A General: Attention is directed to the provisions of Section 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in these sections.

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

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

The Contractor shall conduct operations in such a manner that access of abutting residences and businesses along the road is not obstructed. Care shall be taken by the Contractor so that materials or equipment placed or parked within the County road right of way will not block driveways or other access means used by the adjacent property owners.

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

When the Contractor's operations result in a drop off at the edge of pavement of 0.15' or more, the Contractor shall place and maintain portable delineators, W8-9 (LOW SHOULDER) signs, and R4-1 (DO NOT PASS) signs prior to opening the lane to uncontrolled traffic. Portable delineators shall be placed at maximum intervals of 100 feet on tangents and 50 feet on curves. Warning signs shall be mounted on Type II barricades off of and adjacent to the traveled way at maximum intervals of 2000 feet.

Where shoulder backing or striping is performed by others, Contractor shall maintain portable delineators and signs for a period of 14 calendar days from the date paving operations were completed by the Contractor.

When the Contractor's operations result in a transverse drop off in the traveled way, the Contractor shall construct a temporary asphalt concrete taper on a slope of 50:1 or flatter at the drop off, and place and maintain a W37-1 (BUMP) sign mounted on a Type II barricade off of and adjacent to the traveled way in advance of the drop off prior to opening the lane to uncontrolled traffic. The Contractor shall maintain warning signs and barricades until paving resumes at these work areas.

Longitudinal vertical drop offs are not allowed in the traveled way open to traffic, regardless of thickness. When the Contractor's operations result in a longitudinal drop off in the traveled way, the Contractor shall construct a temporary asphalt concrete taper on a slope of 10:1 or flatter at the drop off, prior to opening the lane to uncontrolled traffic.

The Contractor shall maintain temporary asphalt concrete tapers to the satisfaction of the Engineer. The temporary asphalt concrete taper shall remain in place until being replaced with permanent road surfacing.

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

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

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

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

Full compensation for furnishing, placing, maintaining, removing and disposing of the temporary tapers shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed therefor.

10-1.7B Construction Area Signs: Construction area signs for temporary traffic control shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these Special Provisions.

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

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

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

retroreflective sheeting shall be used for stationary mounted construction area sign panels.

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

The base material of construction area signs shall not be plywood. Used sign panels, in good repair as determined by the Engineer, may be furnished. If determined by the Engineer, signs damaged by any cause shall be replaced by the Contractor at the Contractor's own expense. Repair to construction area sign panels will not be allowed, except when approved by the Engineer. At nighttime under vehicular headlight illumination, sign panels that exhibit irregular luminance, shadowing, or dark blotches shall be immediately replaced at the Contractor's expense.

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

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes. The post hole diameter, if backfilled with portland cement concrete, shall be at least 4 inches greater than the longer dimension of the post cross section.

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

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

The contract lump sum price paid for "CONSTRUCTION AREA SIGNS" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing and removing construction area signs as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-1.7C Traffic Control System for Lane Closures: A traffic control system shall consist of closing traffic lanes in conformance with the details shown on the Plans, the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions of "Maintaining Traffic" and "Construction Area Signs" of these Special Provisions, and these Special Provisions.

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

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

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

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

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

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

The contract lump sum price paid for "TRAFFIC CONTROL SYSTEM" shall include full compensation for furnishing all labor (except for County's portion of flagging costs), materials including signs, tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system and for furnishing and operating the pilot car (including driver, radios, other equipment, and labor required), as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of traffic control system, or the supplemental work item for flagging and supplemental traffic control. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. The adjustment will be made on a

force account basis as provided in Section 9-1.03, "Force Account Payment," of the Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

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

- 10-1.7D Portable Changeable Message Sign: Portable changeable message signs shall be furnished, placed, operated, and maintained at those locations where designated by the Engineer in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these Special Provisions.

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

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

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

- 10-1.7E Temporary Pavement Delineation: Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as reducing the minimum standards specified in the California MUTCD or as relieving the Contractor from the responsibilities specified in Section 7-1.09, "Public Safety," of the Standard Specifications.

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

Work necessary, including required lines or markers, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive application of paint or removable traffic tape temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation, or as determined by the Engineer.

Temporary pavement markers and removable traffic tape that conflicts with a new traffic pattern or that is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

Temporary pavement delineation shall be used on or adjacent to lanes open to public traffic for a maximum of 14 days. Before the end of the 14 days, the permanent pavement delineation shall be placed unless otherwise directed by the Engineer. The Contractor shall maintain the temporary pavement delineation until permanent pavement delineation is completed.

Painted traffic stripe used for temporary delineation shall conform to Section 84-3, "Painted Traffic Stripes and Pavement Markings," of the Standard Specifications, except for payment.

Temporary Laneline and Centerline Delineation: When lanelines or centerlines are obliterated, the minimum laneline and centerline delineation to be provided shall be temporary pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary pavement markers shall be the same color as the laneline or centerline the markers replace. Temporary pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" of these Special Provisions. Temporary pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Where laneline and centerline delineation is obliterated by cold plane grinding operations, temporary painted delineation shall be used. Temporary pavement markers, or "Floppies", shall not be placed on cold plane surfaces.

Where "no passing" centerline pavement delineation is obliterated, or where the Contractor's operations result in a drop off at the edge of pavement of 0.15' or more, the following "no passing" zone signing shall be installed before opening the lanes to public traffic. W20-1 (ROAD WORK AHEAD) signs shall be installed from 1,000 feet to 2,000 feet in advance of "no passing" zones. R4-1 (DO NOT PASS) signs shall be installed at the beginning and at every 2,000-foot interval within "no passing" zones. For continuous zones longer than 2 miles, W7-3a or W71 (CA) (NEXT \_\_\_\_\_ MILES) signs shall be installed beneath the W20-1 signs installed in advance of "no passing" zones. R4-2 (PASS WITH CARE) signs shall be installed at the end of "no passing" zones. The exact location of "no passing" zone signing will be as determined by the Engineer and shall be maintained in place until permanent "no passing" centerline pavement delineation has been applied. Signs for "no passing" zones shall be removed when no longer required for the direction of public traffic. Signs for "no passing" zones shall be mounted on Type II barricades and shall conform to the provisions in "Construction Area Signs" of these Special Provisions, except for payment.

Full compensation for furnishing, placing, maintaining, and removing temporary pavement markers used for temporary laneline and centerline delineation and for providing equivalent patterns of permanent traffic lines for these areas when required shall be considered as included in the contract prices paid for "REMOVE TRAFFIC STRIPE" and no separate payment will be made therefor.

Full compensation for furnishing, placing, and maintaining temporary painted laneline and centerline pavement delineation shall be considered as included in the contract prices paid for "REMOVE TRAFFIC STRIPE" and no separate payment will be made therefor.

Full compensation for furnishing, placing, maintaining, and removing signing specified for "no passing" zones shall be considered as included in the contract prices paid for "REMOVE TRAFFIC STRIPE" no separate payment will be made therefore.

Temporary Edgeline Delineation: When edgelines are obliterated , the edgeline delineation to be provided for that area adjacent to lanes open to public traffic shall consist of portable delineators placed at longitudinal intervals not to exceed 100' feet.

The lateral offset for portable delineators used for temporary edgeline delineation shall be determined by the Engineer. The Contractor shall provide personnel to maintain the delineators during the time that the cones or delineators are in use. In areas subject to heavy traffic, the Engineer may require delineator bases to be doubled at the Contractor's expense.

Temporary edgeline delineation shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

Full compensation for furnishing, placing, maintaining, and removing temporary edgeline delineation shall be considered as included in the contract prices paid for "REMOVE TRAFFIC STRIPE" and no separate payment will be made therefor.

10-1.8 Existing Highway Facilities: The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these Special Provisions.

10-1.9 Remove Traffic Stripe: Remove centerline thermoplastic and painted traffic stripe within the rumble strip limits, as directed by the Engineer and in conformance with the plans, the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications, the provisions under "Traffic Control System" of these Special Provisions, and these Special Provisions.

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

Unless otherwise approved by the Engineer, project locations where traffic strip have been removed shall be receive rumble strips within 24 hours of such removal.

Before obliterating any centerline pavement delineation (traffic stripes) that is to be

replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with sufficient number of control points to reestablish the alignment and location of the new pavement delineation including type of markers. The references shall include the limits of changes in striping pattern, including one- and 2-way barrier lines, limit lines, and other pavement markings or markers.

Waste residue from removal of thermoplastic and painted traffic stripe is a non-hazardous waste residue and contains lead in average concentrations less than 1000 mg/kg total lead and 5 mg/L soluble lead. This waste residue does not contain heavy metals in concentrations that exceed thresholds established by the Health and Safety Code and 22 CA Code of Regs and is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC 6901 et seq.

The contract unit price paid for “REMOVE TRAFFIC STRIPE” measured by station along the length of the rumble strips shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing centerline thermoplastic and painted striping, and disposing of removed material, including placing and maintaining temporary laneline and centerline delineation as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Nothing in these Special Provisions shall relieve the Contractor of the Contractor’s responsibilities as specified in Section 7-1.09, “Public Safety,” of the Standard Specifications.

10-1.10 Remove Pavement Markers:

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

Full compensation for removing and disposing of all existing raised pavement markers shall be considered as included in the contract prices paid for “REMOVE TRAFFIC STRIPE” and no separate payment will be made therefore.

10-1.11 Rumble Strip: This work includes constructing rumble strips in the top layer of the hot mix asphalt surfacing by the ground-in method.

Construction of centerline rumble strips shall be per the detail shown on the plans. Do not construct rumble strips on or through utility structures, survey monuments, detector loops, or through non striped intersections or as directed by the Engineer.

Construct rumble strips along the roadway within 2 inches of center of the existing centerline strip or as specified by the Engineer. The grinding equipment must be equipped with a sighting device enabling the operator to maintain the rumble strip alignment. Indentations must comply with the specified dimensions within 0.06 inch in depth and 10 percent in length and width.

The Engineer may order grinding or removal and replacement of noncompliant rumble strips to bring them within specified tolerances. Ground surface areas must be neat and uniform in appearance.

The grinding equipment must be equipped with a vacuum attachment to remove residue from the roadbed.

Removed material shall be disposed of in accordance with Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

On ground areas, apply fog seal coat under Section 37-1, "Seal Coats," of the Standard Specifications.

The contract unit price paid for "RUMBLE STRIP (CENTERLINE)" measured by station along the length of the rumble strips without deductions for gaps between indentations shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing rumble strip complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

- 10-1.12 Asphaltic Emulsion (Fog Seal Coat): Fog seal coat shall conform to the provisions in Section 37-1, "Seal Coats," of the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Asphaltic emulsion shall be Grade SS1h.

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

- 10-1.13 Painted Traffic Stripe: Painted traffic stripes (traffic lines) shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these Special Provisions.

Painted traffic stripes shall match the location and type of striping removed by the Contractor except for thermoplastic which shall be replaced with 2-coat paint. Contractor responsible for documenting limits, transitions, and types of striping prior to removal as outlined in "Remove Traffic Stripe" of these Special Provisions.

For each batch of paint for traffic stripes, the Contractor shall submit to the Engineer:

1. Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications
2. Material Safety Data Sheet

Traffic stripe paint shall conform to the requirements in State Specification No. PTWB-01.

The color of the painted traffic stripes shall conform to the requirements in ASTM Designation: D 6628-01.

Within 14 days of applying a painted traffic stripe the retroreflectivity of the traffic stripe or pavement marking shall be a minimum of 250 millicandelas per square meter per lux for white, and 150 millicandelas per square meter per lux for yellow. The Contractor shall test the retroreflectivity under ASTM E 1710.

The contract unit price paid for "PAINT TRAFFIC STRIPE (2-COAT)" measured by station along the length of rumble strips shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in replacing the existing centerline stripe, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

- 10-1.14 Pavement Markers: Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these Special Provisions.

The Contractor shall furnish the Engineer certificates of compliance for the pavement markers in conformance with the provision in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

Raised pavement markers shall be marked as abrasion resistant on the body of the markers and shall match the type of existing markers removed or as otherwise directed by the Engineer.

"PAVEMENT MARKER (RETROREFLECTIVE)", will be measured and paid for by the unit in the same manner specified in Section 85, "Pavement Markers", of the Standard Specifications.

## SECTION 11. AMENDMENTS TO STANDARD SPECIFICATIONS

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### SECTION 5 CONTROL OF WORK

(Issued 06-10-10)

**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.

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## **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 06-05-09)**

**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

## **14-12 OTHER INTERAGENCY RELATIONS**

Reserved

### **14-13 PAYMENT**

Payment for work specified in Section 14 is included in the payment for the bid items involved unless:

1. Bid item for the work is shown in the verified Bid Item List
2. Work is specified as paid for as extra work  
ast 2,500 vibrations per minute and must be equipped with amplitude and frequency controls.  
The roller's gross static weight must be at least 7.5 tons.

## **SECTION 37 BITUMINOUS SEALS**

**(Issued 06-05-09)**

**In Section 37-1.03 replace the 4th through 6th paragraphs with:**

On 2-lane two-way roadways, W8-7 "LOOSE GRAVEL" signs and W13-1 (35) speed advisory signs shall be furnished and placed adjacent to both sides of the traveled way where screenings are being spread on a traffic lane. The first W8-7 sign in each direction shall be placed where traffic first encounters loose screenings, regardless of which lane the screenings are being spread on. The W13-1 (35) signs need not be placed in those areas with posted speed limits of less than 40 MPH. The signs shall be placed at maximum 2,000-foot intervals along each side of the traveled way and at public roads or streets entering the seal coat area as directed by the Engineer.

On multilane roadways (freeways, expressways and multilane conventional highways) where screenings are being spread on a traffic lane, W8-7 "LOOSE GRAVEL" signs and W13-1 (35) speed advisory signs shall be furnished and placed adjacent to the outside edge of the traveled way nearest to the lane being worked on. The first W8-7 sign shall be placed where the screenings begin with respect to the direction of travel on that lane. The W13-1 (35) signs need not be placed in those areas with posted speed limits of less than 40 MPH. The signs shall be placed at maximum 2,000-foot intervals along the edge of traveled way and at on-ramps, public roads or streets entering the seal coat area as directed by the Engineer.

The W8-7 and W13-1 signs shall be maintained in place at each location until final brooming of the seal coat surface at that location is completed. The W8-7 and W13-1 signs shall conform to the provisions for construction area signs in Section 12, "Construction Area Traffic Control Devices." The signs may be set on temporary portable supports with the W13-1 below the W8-7 or on barricades with the W13-1 sign alternating with the W8-7 sign.

**In Section 37-1.07 replace the 2nd paragraph with:**

Rollers shall be oscillating type pneumatic-tired rollers. A minimum of 2 pneumatic-tired rollers conforming to the provisions in Section 39-3.03 "Spreading and Compacting Equipment," shall be furnished.

**In Section 37-1.09 replace the 2nd paragraph with:**

The above prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying seal coat, complete in place, including furnishing, placing, maintaining, and removing W8-7 and W13-1 signs, when required, and temporary supports or barricades for the signs, as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

**In Section 37-2.05 replace the 6th paragraph with:**

In addition to conforming to the provisions in Section 5-1.10, "Equipment," the identifying number of mixer-spreader trucks shall be at least 2 inches in height, located on the front and rear of the vehicle.

**SECTION 85 PAVEMENT MARKERS**

**(Issued 07-31-07)**

**In Section 85-1.06 replace the 6th paragraph with:**

Pavement markers shall not be placed on new hot mix asphalt surfacing or seal coat until the surfacing or seal coat has been opened to public traffic for a period of not less than 7 days when hot melt bituminous adhesive is used, and not less than 14 days when epoxy adhesive is used.

**In Section 85-1.06 in the 14th paragraph, replace the 2nd sentence with:**

Cleaning shall be done by blast cleaning on all surfaces regardless of age or type, except that blast cleaning of clean, new hot mix asphalt and clean, new seal coat surfaces will not be required when hot melt bituminous adhesive is used.

## **SECTION 12. ENVIRONMENTAL PERMIT SUMMARY**

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SAN LUIS OBISPO COUNTY
DEPARTMENT OF PUBLIC WORKS

Wade Horton, Director

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

Fax (805) 781-1229

email address: pwd@co.slo.ca.us



ENVIRONMENTAL PERMIT SUMMARY FORM

Date: August 7, 2015

To: Michael Britton, Project Manager

From: Andrew Anderson, Environmental Programs Division AA

Subject: Environmental Review & Permit Status for the Install Rumble Strips
Countywide Project ED14-099 (300508)

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:

Table with 3 columns: Permit, Status, Attachments. Rows include CEQA Review, NEPA Review, Coastal Permit, CZMA, CDFW, USACOE 404, NMFS ESA, USFWS ESA, RWQCB 401, NPDES.

Summary Project Timeframe

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

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

<i>Measure #</i>	<b>Special Environmental Conditions</b>	<b>Responsibility: Contractor, County or Both</b>
<b>Pre-Construction</b>		
<b>1</b>	Please notify the Environmental Programs Manager if the project description changes.	County
<b>2</b>	Staging and parking areas not on existing roadway surfaces must be reviewed and approved by the Environmental Programs Division prior to use.	Both
<b>During Construction</b>		
<b>3</b>	Rumble strip installation is limited the center-line of existing roadway surfaces.	Both

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



# NOTICE OF EXEMPTION

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

**Project Title and No.: Install Rumble Strips Countywide Project, ED 14-099 (300508)**

<b>Project Location(Specific address):</b> Countywide. Project will occur along up to 82 miles of County roads, within existing right-of-way.	<b>Project Applicant &amp; Phone No.:</b> San Luis Obispo County Public Works Department/805-781-5252
<b>Project Location(County):</b> San Luis Obispo	<b>Applicant Address (specific):</b> County Government Center, Room 206 San Luis Obispo, CA 93408

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

Implementation of this project will install center-line rumble strips along up to 82 miles of existing County roads throughout San Luis Obispo County. The County's annual Roadway Safety Analysis has identified the roads proposed under this project as having crossover collisions involving head-on or run-off road attributes. The purpose of the project is to reduce the occurrence and consequence of leaving the roadway in head-on collision. The general public served by the roads are the beneficiaries.

**Name of Public Agency Approving Project:** County of San Luis Obispo

**Exempt Status: (Check One)**

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

**Reasons why project is exempt:** Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety).

Andrew Anderson, Environmental Resource Specialist

805-781-1952

**Lead Agency Contact Person**

**Telephone**

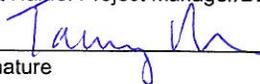
**If filed by applicant:**

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

Signature Ellen Carroll Date 3.11.2015

Name (Print) Ellen Carroll Title Environmental Coordinator

**CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM**

<b>05-SLO-0</b>	<b>CR</b>	<b>05-1500-0013</b>	<b>HSIPL5949 (154)</b>
Dist.-Co.-Rte. (or Local Agency)	P.M./P.M.	E.A/Project No.	Federal-Aid Project No. (Local Project)/Project No.
<b>PROJECT DESCRIPTION:</b> (Briefly describe project including need, purpose, location, limits, right-of-way requirements, and activities involved in this box. Use Continuation Sheet, if necessary.)			
<p>The County of San Luis Obispo proposes to install centerline rumble strips along 82 miles of County roads. The purpose of the project is to reduce the occurrence and consequence of leaving the roadway in a head-on collision. The project is Needed because there are a high number of head-on collisions. All work shall be done within existing County right-of-way.</p>			
<b>CEQA COMPLIANCE</b> (for State Projects only)			
Based on an examination of this proposal and supporting information, the following statements are true and exceptions do not apply (See 14 CCR 15300 et seq.):			
<ul style="list-style-type: none"> <li>• If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law.</li> <li>• There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time.</li> <li>• There is not a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.</li> <li>• This project does not damage a scenic resource within an officially designated state scenic highway.</li> <li>• This project is not located on a site included on any list compiled pursuant to Govt. Code § 65962.5 ("Cortese List").</li> <li>• This project does not cause a substantial adverse change in the significance of a historical resource.</li> </ul>			
<b>CALTRANS CEQA DETERMINATION</b> (Check one)			
<input type="checkbox"/> Exempt by Statute. (PRC 21080[b]; 14 CCR 15300 et seq.)			
Based on an examination of this proposal, supporting information, and the above statements, the project is:			
<input type="checkbox"/> Categorically Exempt. Class _____ . (PRC 21084; 14 CCR 15300 et seq.)			
<input type="checkbox"/> Categorically Exempt. General Rule exemption. [This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (CCR 15061[b][3].)]			
_____ Print Name: Environmental Branch Chief		_____ Print Name: Project Manager/DLA Engineer	
_____ Signature	_____ Date	_____ Signature	_____ Date
<b>NEPA COMPLIANCE</b>			
In accordance with 23 CFR 771.117, and based on an examination of this proposal and supporting information, the State has determined that this project:			
<ul style="list-style-type: none"> <li>• does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS), and</li> <li>• has considered unusual circumstances pursuant to 23 CFR 771.117(b).</li> </ul>			
<b>CALTRANS NEPA DETERMINATION</b> (Check one)			
<input checked="" type="checkbox"/> <b>23 USC 326:</b> The State has determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). As such, the project is categorically excluded from the requirements to prepare an environmental assessment or environmental impact statement under the National Environmental Policy Act. The State has been assigned, and hereby certifies that it has carried out the responsibility to make this determination pursuant to Chapter 3 of Title 23, United States Code, Section 326 and a Memorandum of Understanding dated June 07, 2013, executed between the FHWA and the State. The State has determined that the project is a Categorical Exclusion under:			
<input checked="" type="checkbox"/> <b>23 CFR 771.117(c): activity (c)(4)</b> <input type="checkbox"/> <b>23 CFR 771.117(d): activity (d)</b> <input type="checkbox"/> <b>Activity _____ listed in Appendix A of the MOU between FHWA and the State</b>			
<input type="checkbox"/> <b>23 USC 327:</b> Based on an examination of this proposal and supporting information, the State has determined that the project is a CE under 23 USC 327.			
<b>Randy LaVack</b>		<b>Garin Schneider</b>	
_____ Print Name: Environmental Branch Chief		_____ Print Name: Project Manager/DLA Engineer	
 Signature	<u>1-27-15</u> Date	 Signature	<u>1/27/15</u> Date
Date of Categorical Exclusion Checklist completion:12/30/14		Date of ECR or equivalent :	

Briefly list environmental commitments on continuation sheet. Reference additional information, as appropriate (e.g., CE checklist, additional studies and design conditions).



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

Wade Horton, Director

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

Fax (805) 781-1229

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

**Memorandum**

**Date:** March 16, 2015  
**To:** Ryan Hostetter, Senior Planner  
**From:** Andrew Anderson, Environmental Resource Specialist  
**Subject:** Request for Coastal Permit Determination: Install Centerline Rumble Strips  
Countywide Project, ED 14-099 (300508)

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

**Project Description:**

The Department of Public Works is proposing to install center-line rumble strips along 82 miles of County roads. The purpose of the project is to reduce the occurrence and consequence of leaving the roadway in a head-on collision. The project is needed because there are a high number of head-on collisions on the roadways designated to undergo the proposed work. All work will be confined to the centerline of the roadways and within existing County right-of-way.

**Project Location:**

The project site is located on County roads at various locations (see attached roads list and maps).

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

Permit: Maintenance - CZUO Section 23.03.04od(1)

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

Comments:

Ryan Hostetter  
Signature

3/17/15  
Date

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

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# COUNTY OF SAN LUIS OBISPO

## 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 County 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 County 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 County of San Luis Obispo (hereinafter, also “County”)
- 1.1.4 Construction Contract - Any Construction Contract which is formally or informally advertised for bids in which the County of San Luis Obispo is, or will be, a party.
- 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 Responsible Department - The County department, agency, or office responsible for the preparation of the bid documents for the Construction Contract and the administration of the Construction Contract.
- 1.1.8 Department Head - The person designated by the Board to be the head of the Responsible Department, or that person designated by the Department

Head to assume the powers, duties, and responsibilities conferred upon the Department Head under these Rules.

- 1.1.9 Initial Determination – A written notice by the Department Head that notifies a Bidder of the reasons why the Department Head believes that a bid is nonresponsive, or that a Bidder is not a responsible Bidder.
- 1.1.10 Interested Parties - For the purpose of these Rules, Interested Parties are defined as:
  - 1.1.10.1 The Responsible Department and/or its Department Head.
  - 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 Department Head's Independent Authority to Determine Bid Responsiveness and Bidder Responsibility.

- 1.2.1 Regardless of whether a Protest is submitted under these Rules, the Department Head is authorized to determine whether any bid is a responsive bid and whether any Bidder is a responsible Bidder. In the event the Department Head issues an Initial Determination, the Department Head shall provide the Interested Parties with written notice of the Initial Determination at least five (5) business days before the Department Head renders a final decision addressing the grounds stated in the Initial Determination. A final decision of the Department Head under this section 1.2 shall be the final decision of the County with no provision for reconsideration or appeal to the Board.
- 1.2.2 The Department Head need not issue an Initial Determination in order to make a final decision on whether a bid is a responsive bid or a Bidder is a responsible Bidder. A final decision can also be issued by the Department Head through the processing of a Protest pursuant to the procedures set forth in these Rules.
- 1.2.3 The Department Head reserves the right to amend or withdraw an Initial Determination at any time before the Department Head renders a final decision addressing the grounds stated in the Initial Determination. When an Initial Determination is withdrawn, it shall have the same effect as if the Initial Determination had never been made.

## 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 a Department Head'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 Department Head . 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 Protester believes there are some facts relevant to its Protest that Protester cannot adequately present in writing, Protester must describe such facts in its Protest under the heading "Facts Requiring Oral Presentation", and state therein the reasons why the Bid Protester believes it cannot adequately present those facts through documentation.
  - 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 Department Head before 5 p.m. PST of the fifth (5) business day following the date upon which the bids on the Construction Contract were opened.
  - 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 Department Head before 5 p.m. PST of the fifth (5) business day following the date upon

which the bids on the Construction Contract were opened pursuant to Public Contract Code Section 5103.

- 1.4.2.3 When the Protestor objects to an Initial Determination made by the Department Head under section 1.2.1 above, the Protest must be submitted in writing to the Department Head before 5 p.m. PST of the fifth (5) business day following the date upon which the Initial Determination was first delivered to Protestor (either electronically or otherwise).
- 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 Department Head within five (5) business days of the date the Protest was first delivered to the Interested Party (either electronically or otherwise). If an Interested Party believes there are some facts relevant to its Response that the Interested Party cannot adequately present in writing, the Interested Party must describe such facts in its Response under the heading "Facts Requiring Oral Presentation", and state therein the reasons why the Interested Party believes it cannot adequately present those facts through documentation.
- 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 Department Head. The means of transmission chosen must also provide the sending party a means of verifying the date and time the copy was received by each Interested Party. Transmission by email may be an acceptable means of transmittal.
- 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 Responsible Department or its Department Head that are not concurrently sent to all of the other Interested Parties. No Bidder shall have any oral communications regarding the merits of a Protest with the Responsible Department or its Department Head other than during an oral presentation properly noticed by the Department Head under these Rules.
- 1.4.6 Suspension of Process for Proposed Rejection of all Bids - At any time during the processing of a Protest, the Department Head may elect to indefinitely suspend any further processing of the Protest by providing written notice to all Interested Parties that the Department Head intends to recommend to the Board that all bids be rejected. All time deadlines provided in these Rules shall be tolled during any such suspension period. If the Board decides to not reject all bids, or if the Department Head otherwise decides to lift the suspension, the requirements of these Rules shall be reactivated upon the Department Head providing all Interested Parties with written notice thereof.

## 1.5 Summary Dismissal of Protest

The Department Head may summarily dismiss a protest, or specific protest allegations, at any time that the Department Head determines that the Protest is untimely, frivolous, or without merit; is not submitted in the required form of Protest, as set forth above in section 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 County with no provision for reconsideration or appeal to the Board.

#### 1.6 Decision by the Department Head Based on Written Submissions Only

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

#### 1.7 Decision by the Department Head Following Oral Presentation

1.7.1 The Department Head 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 Department Head 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 Department Head will set a date, time, and place for an oral presentation. Written notice will be sent to Interested Parties not less than five (5) business days in advance of the oral presentation unless it is agreeable to all parties that an earlier date be established. Continuances may be granted by the Department Head for good cause.

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 Department Head will determine how the oral presentations will be conducted and may set time limits for the presentation. The Department Head may question Interested Parties or provide an opportunity for Interested Parties to make an oral presentation. The Department Head may request additional documentation or information prior to, during or after the oral presentation. Unless

requested by the Department Head, additional documentation or information may not be accepted.

1.7.1.3 Record of Oral Presentation - Any Interested Party may request, and in the Department Head's sole discretion, the Department Head may allow recording of the presentation. If the Department Head allows the presentation to be recorded, the Interested Party requesting that the presentation be recorded must pay the cost of recording, including the costs to make and distribute copies of the recording to the Department Head and other Interested Parties. There shall be no cost to the County.

1.7.1.4 Decisions - The Department Head will issue a written decision within 30 calendar days of the oral presentation; however, the time for issuing the written decision may be extended by the Department Head. A copy of the decision will be furnished to the Interested Parties. The decision shall be the final decision of the County with no provision for reconsideration or appeal to the Board.

## 1.8 Effect on Contracts

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

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

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

## **PROJECT PLANS**

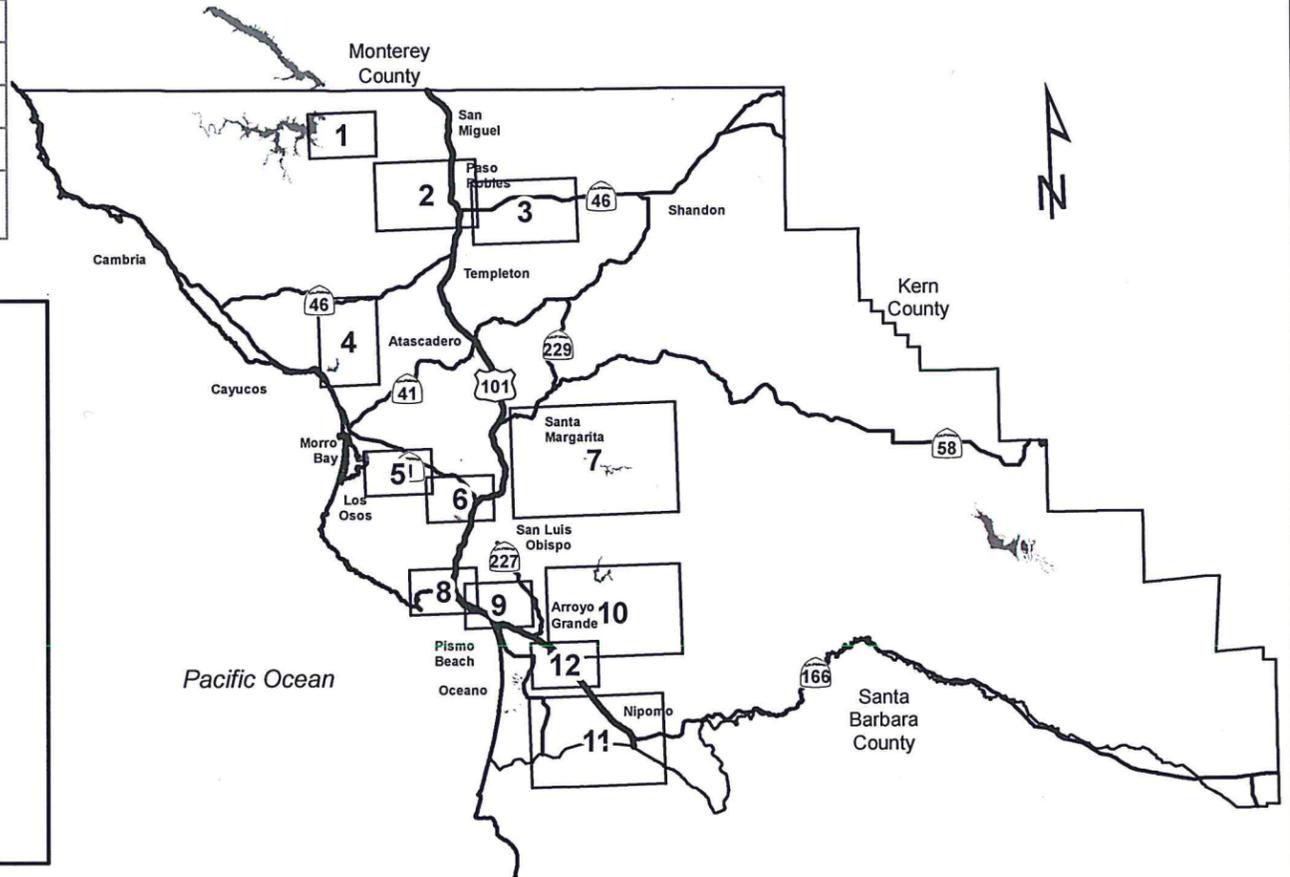
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ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
NA	300508	1	14

APPROVED: 24 AUGUST, 2015  
  
 WADE HORTON DIRECTOR OF PUBLIC WORKS - R.C.E. 64745

SHEET INDEX		
SITE	LOCATION	SHEET
	TITLE SHEET	1
1	HERITAGE RANCH AREA - NACIMIENTO LAKE DR	2
2	PASO ROBLES AREA (WEST) - NACIMIENTO LAKE DR	3
3	PASO ROBLES AREA (EAST) - UNION RD	4
4	CAYUCOS AREA - OLD CREEK RD	5
5	LOS OSOS AREA - SOUTH BAY BLVD, TURRI RD, LOS OSOS VALLEY RD	6
6	SAN LUIS OBISPO AREA - FOOTHILL BLVD	7
7	SANTA MARGARITA AREA - POZO RD	8
8	AVILA BEACH - AVILA BEACH DR, SAN LUIS BAY DR	9
9	PISMO BEACH AREA - PRICE CANYON RD	10
10	ARROYO GRANDE AREA - LOPEZ DR, HUASNA RD	11
11	NIPOMO AREA - DIVISION ST, THOMPSON AVE	12
12	ARROYO GRANDE AREA - LOS BERROS RD, THOMPSON AVE	13

**COUNTY OF SAN LUIS OBISPO, CALIFORNIA**  
**PUBLIC WORKS DEPARTMENT**  
 PLANS FOR THE INSTALLATION OF CENTERLINE  
 RUMBLE STRIPS COUNTYWIDE  
 SAN LUIS OBISPO COUNTY, CA  
 CONTRACT NO. 300508  
 FEDERAL AID PROJECT NO. HSIPL-5949 (154)  
 TO BE SUPPLEMENTED BY STATE STANDARD PLANS DATED MAY 2006  
 AND AMENDMENTS TO THE STATE STANDARD PLANS.

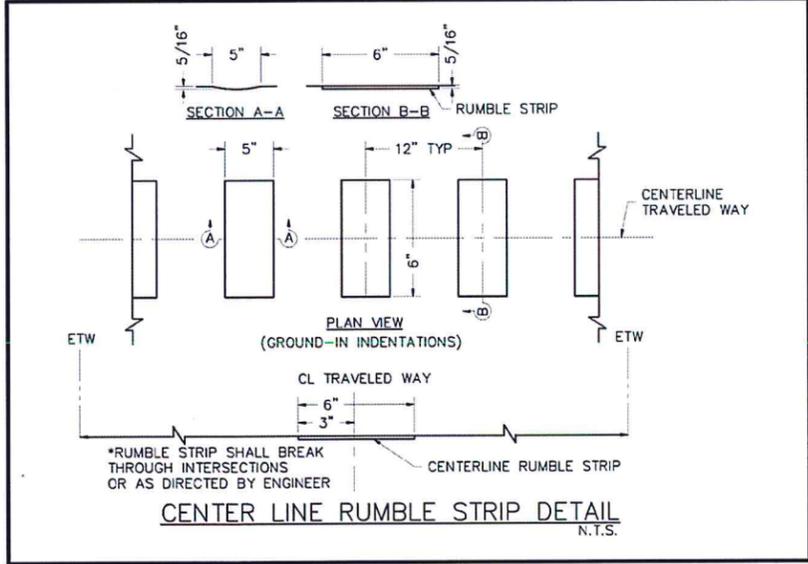


**TYPICAL CONSTRUCTION AREA SIGN PLAN**

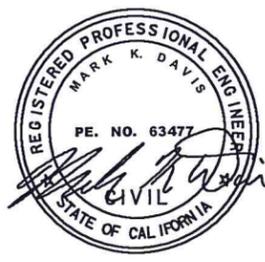
LEGEND:

No.	Type	Size	Message
1	PCMS		AS DIRECTED BY ENGINEER
2	W20-1	48"X48"	"ROAD WORK AHEAD" w/ 12" DIA. FLASHING BEACON
3	W3-5A	48"X18"	"35 MPH SHEED ZONE AHEAD"

NOTES: All Signs Shall Be Stationary Mounted on 4X4 Wood Posts, Unless Noted Otherwise or as directed by the Engineer. All Construction Signs Shall be Placed Approximately 4' off the Edge of Roadway, the Exact Location and Position of Signs Shall be Determined by the Engineer.



**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.

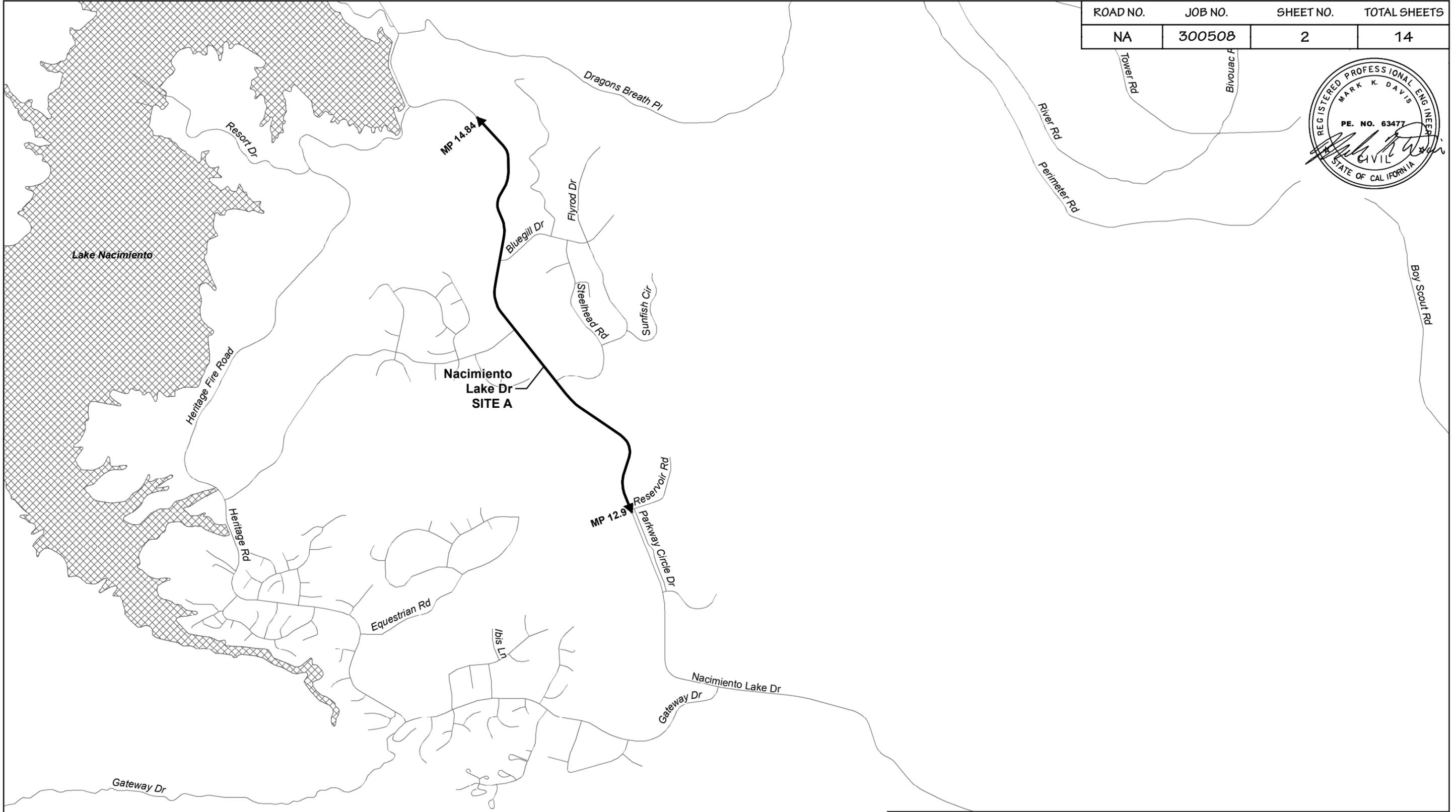
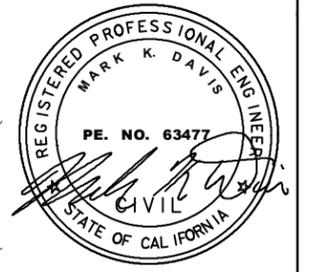


INSTALL CENTERLINE RUMBLE STRIPS COUNTYWIDE					
TITLE SHEET/SHEET INDEX					
SAN LUIS OBISPO COUNTY, CA					
DESIGNER	DATE	DRAWN BY	DATE	DESIGN MANAGER	DATE
M. DAVIS	8/2015	B. CLOSE	8/2015	J. WERST	8/2015

California and Nevada  
 Call Two Working Days Before You Dig!  
**811 / 800-227-2600**



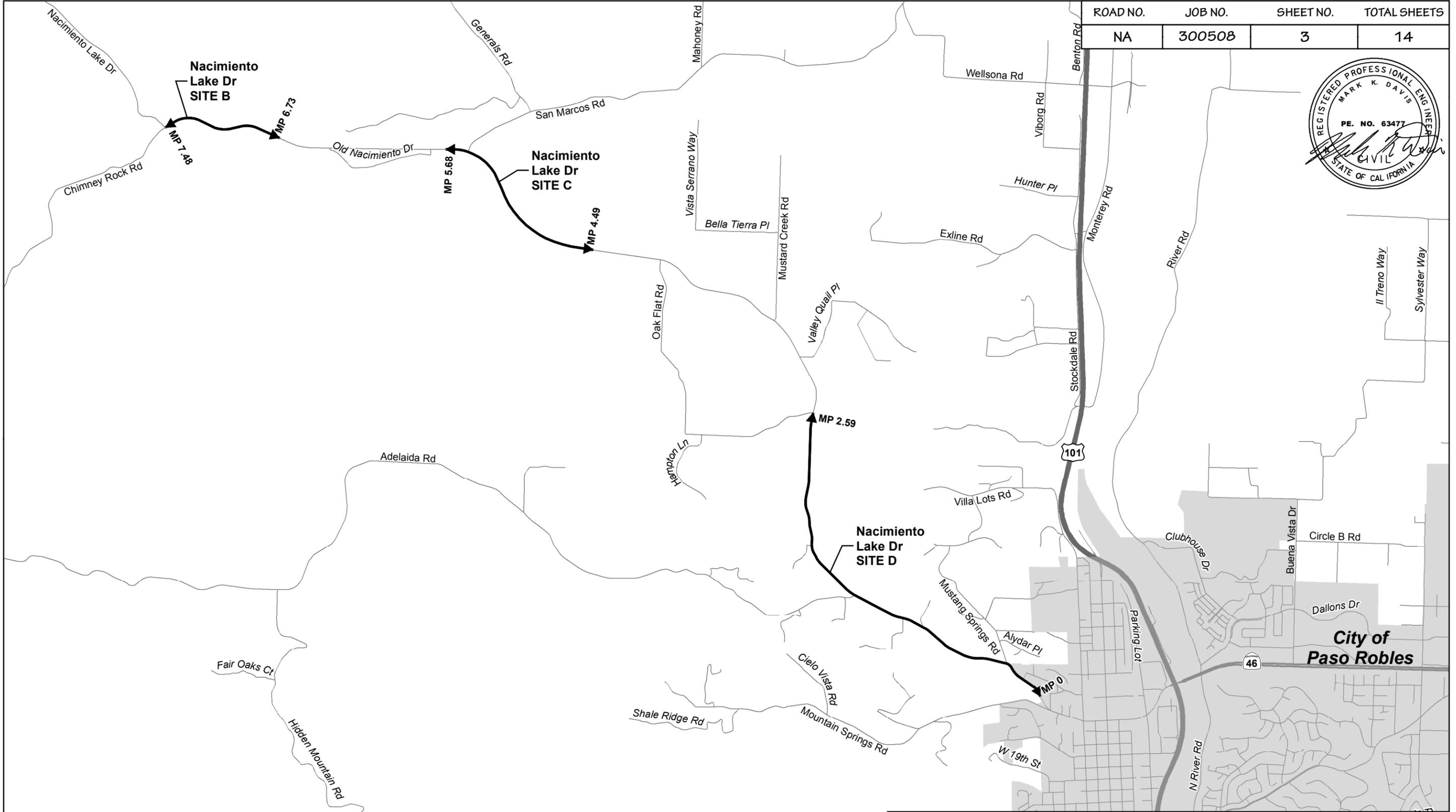
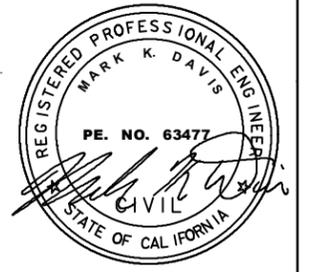
ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
NA	300508	2	14



1 in. = 2,000 ft.  
 0 1,000 2,000 Feet

Mileage has been adjusted to remove sections of road where rumble strips are not needed.  
 Nacimiento Lake Dr A 0.30 mi. east of Resort Dr to 0.015 mi. south of Reservoir Rd 1.94 mi.

INSTALL CENTERLINE RUMBLE STRIPS COUNTYWIDE					
SITE 1: HERITAGE RANCH AREA - NACIMIENTO LAKE DR					
SAN LUIS OBISPO COUNTY, CA					
DESIGNER	DATE	DRAWN BY	DATE	DESIGN MANAGER	DATE
M. DAVIS	8/2015	B. CLOSE	8/2015	J. WERST	8/2015



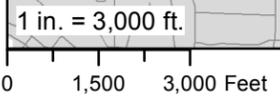
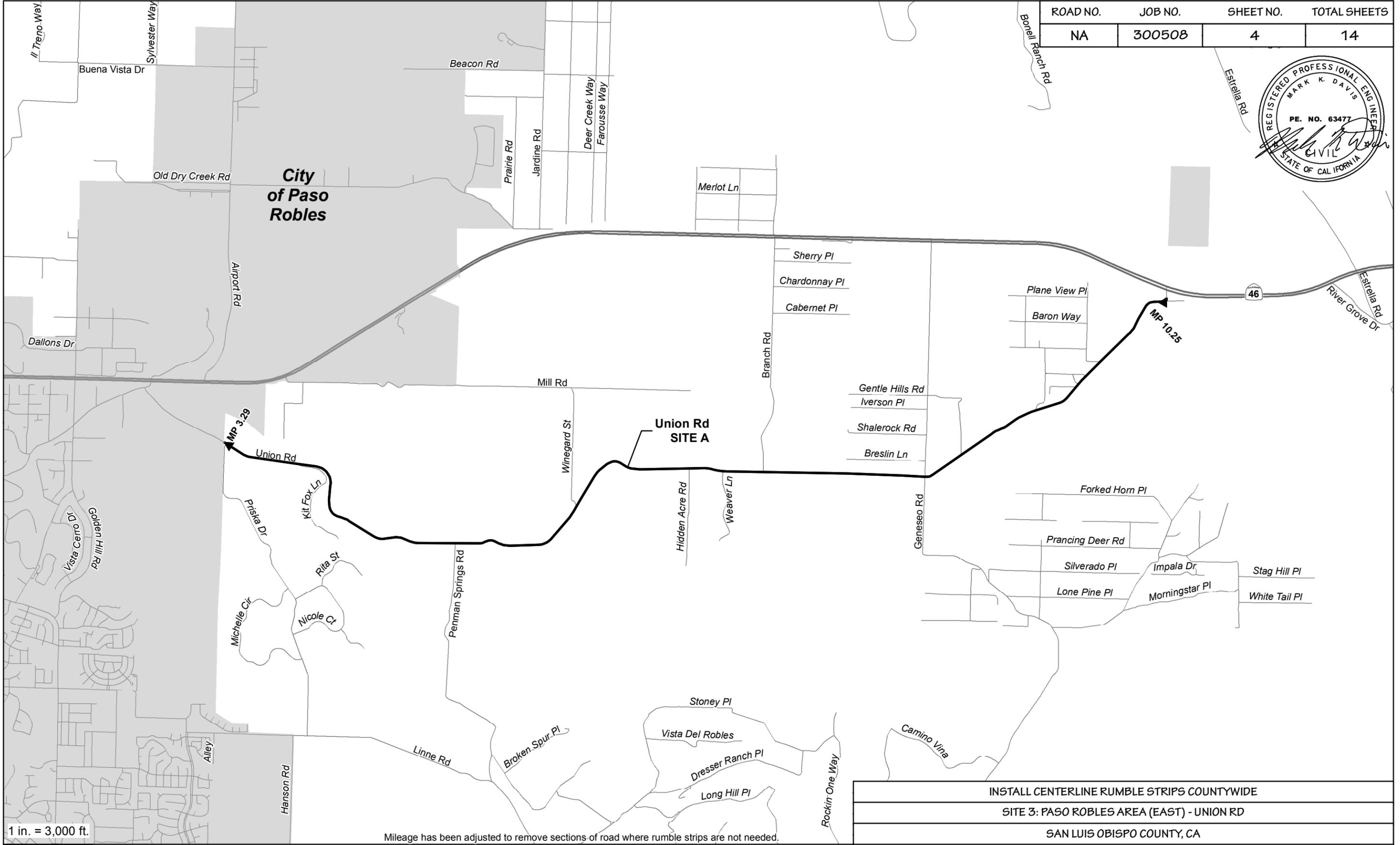
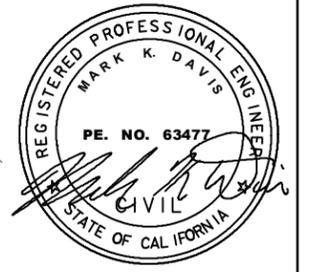
1 in. = 3,000 ft.  
 0 1,500 3,000 Feet

Mileage has been adjusted to remove sections of road where rumble strips are not needed.

Nacimiento Lake Dr B	Chimney Road Rd to 0.75 miles east	0.76 mi.
Nacimiento Lake Dr C	0.14 miles west of San Marcos to 0.42 mi west of Oak Flat Rd	1.19 mi.
Nacimiento Lake Dr D	Oak Flat Rd to Paso Robles City Limits	2.59 mi.

INSTALL CENTERLINE RUMBLE STRIPS COUNTYWIDE					
SITE 2: PASO ROBLES AREA (WEST) - NACIMIENTO LAKE DR					
SAN LUIS OBISPO COUNTY, CA					
DESIGNER	DATE	DRAWN BY	DATE	DESIGN MANAGER	DATE
M. DAVIS	8/2015	B. CLOSE	8/2015	J. WERST	8/2015

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
NA	300508	4	14

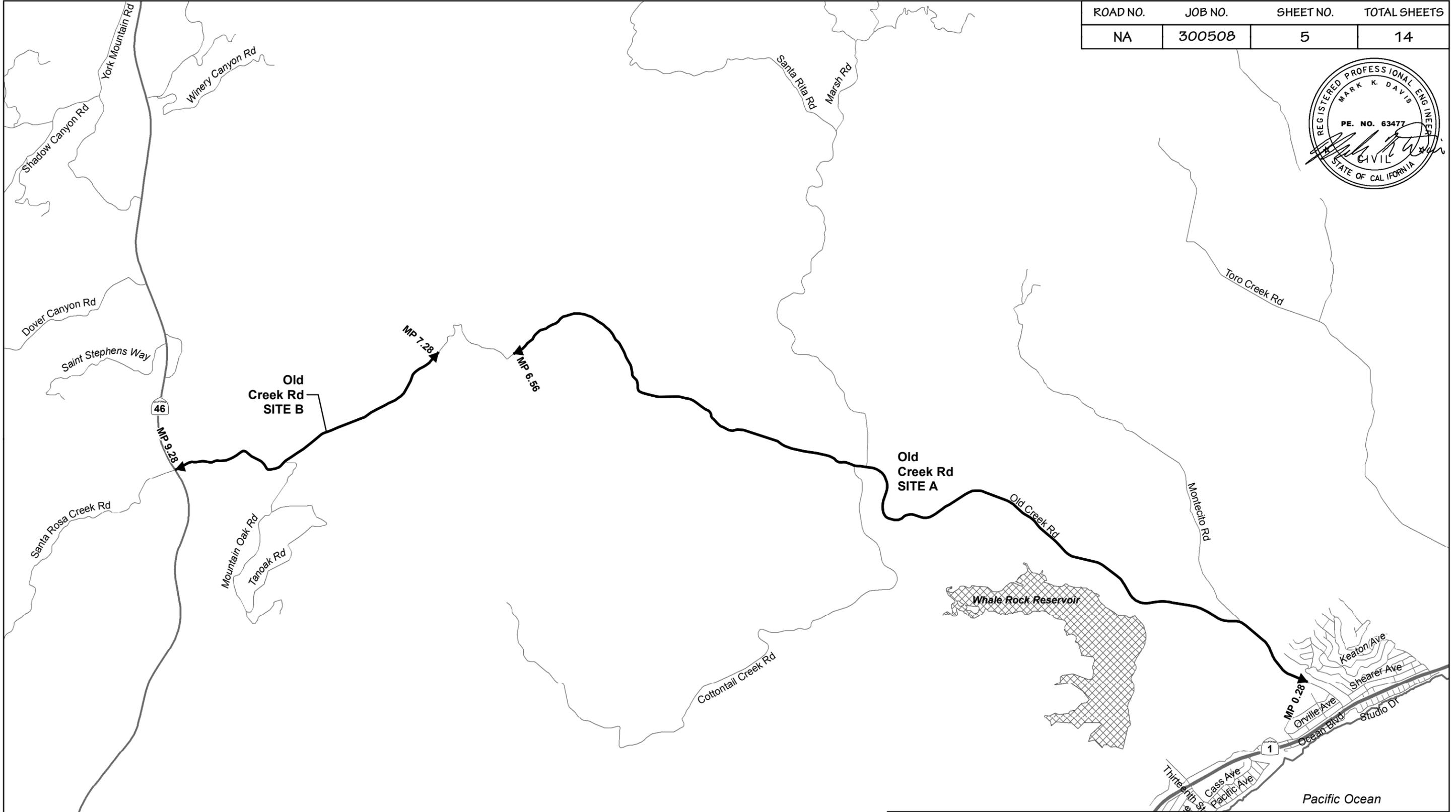
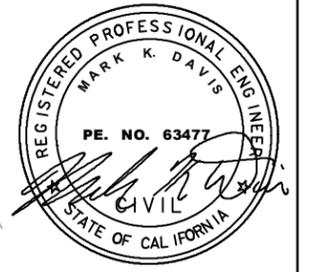


Mileage has been adjusted to remove sections of road where rumble strips are not needed.

INSTALL CENTERLINE RUMBLE STRIPS COUNTYWIDE					
SITE 3: PASO ROBLES AREA (EAST) - UNION RD					
SAN LUIS OBISPO COUNTY, CA					
DESIGNER	DATE	DRAWN BY	DATE	DESIGN MANAGER	DATE
M. DAVIS	8/2015	B. CLOSE	8/2015	J. WERST	8/2015

Union Rd A Paso Robles City Limits to Hwy 46 6.93 mi.

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
NA	300508	5	14



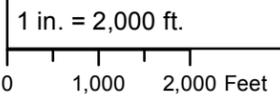
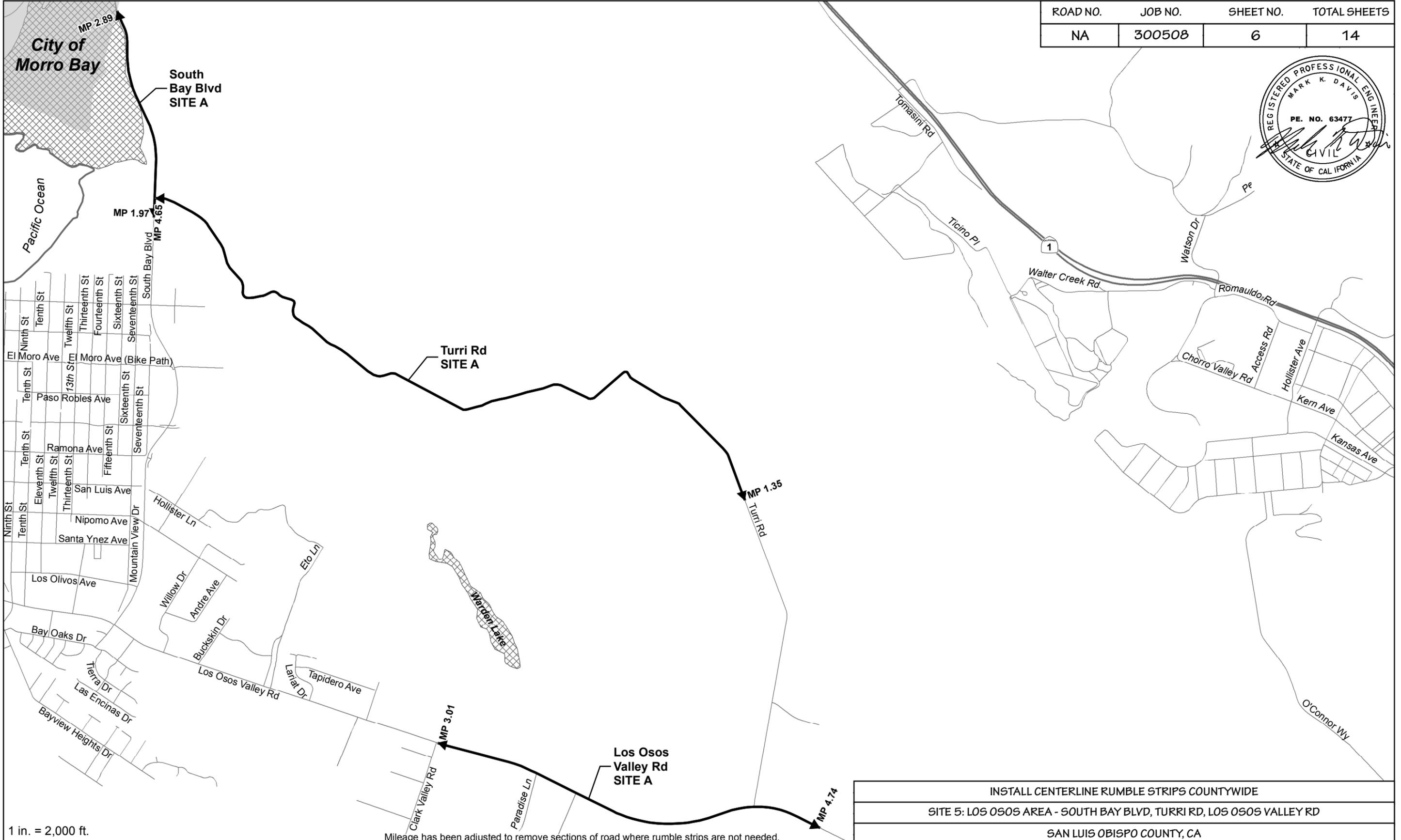
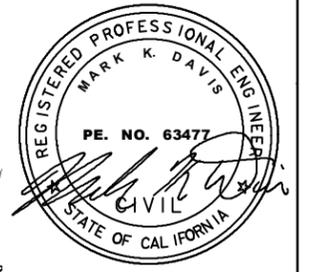
1 in. = 3,000 ft.  
 0 1,500 3,000 Feet

Mileage has been adjusted to remove sections of road where rumble strips are not needed.

Old Creek Rd	A	Cayucos Community Boundary to MP 6.56	6.26 mi.
Old Creek Rd	B	MP 7.28 to HWY 46	2.00 mi.

INSTALL CENTERLINE RUMBLE STRIPS COUNTYWIDE					
SITE 4: CAYUCOS AREA - OLD CREEK RD					
SAN LUIS OBISPO COUNTY, CA					
DESIGNER	DATE	DRAWN BY	DATE	DESIGN MANAGER	DATE
M. DAVIS	8/2015	B. CLOSE	8/2015	J. WERST	8/2015

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
NA	300508	6	14

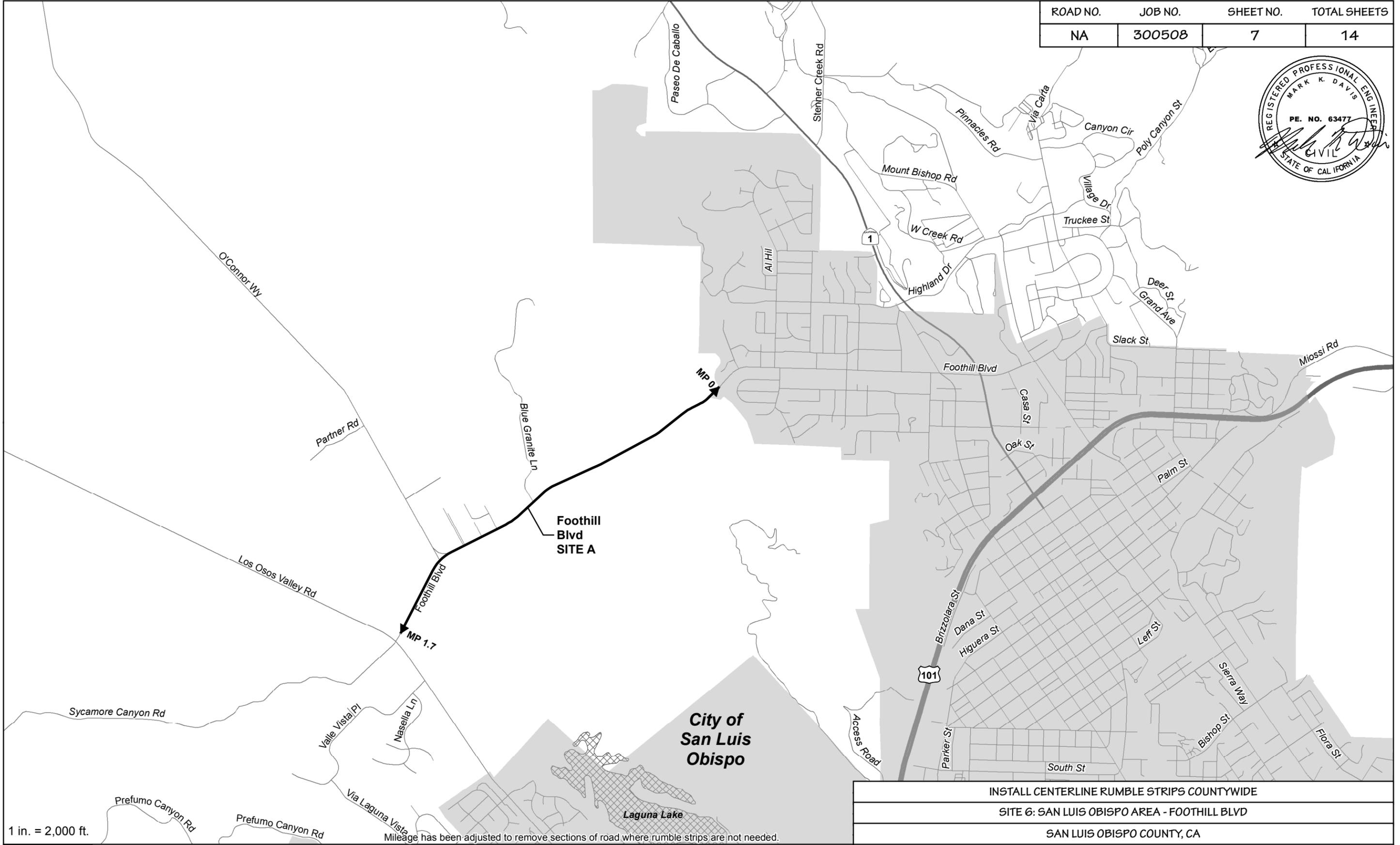
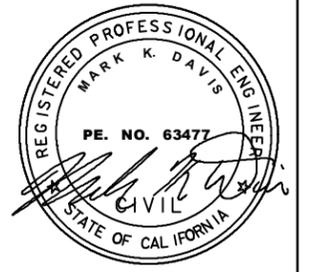


Mileage has been adjusted to remove sections of road where rumble strips are not needed.

Los Osos Valley Rd	A	Clark Valley Rd to 0.3 miles east of Turri Rd	1.72 mi.
South Bay Blvd	A	North end of Los Osos Creek Bridge to Morro Bay City Limits	0.90 mi.
Turri Rd	A	South Bay Blvd to 3.3 miles southeast of South Bay Blvd	3.30 mi.

INSTALL CENTERLINE RUMBLE STRIPS COUNTYWIDE					
SITE 5: LOS OSOS AREA - SOUTH BAY BLVD, TURRI RD, LOS OSOS VALLEY RD					
SAN LUIS OBISPO COUNTY, CA					
DESIGNER	DATE	DRAWN BY	DATE	DESIGN MANAGER	DATE
M. DAVIS	8/2015	B. CLOSE	8/2015	J. WERST	8/2015

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
NA	300508	7	14



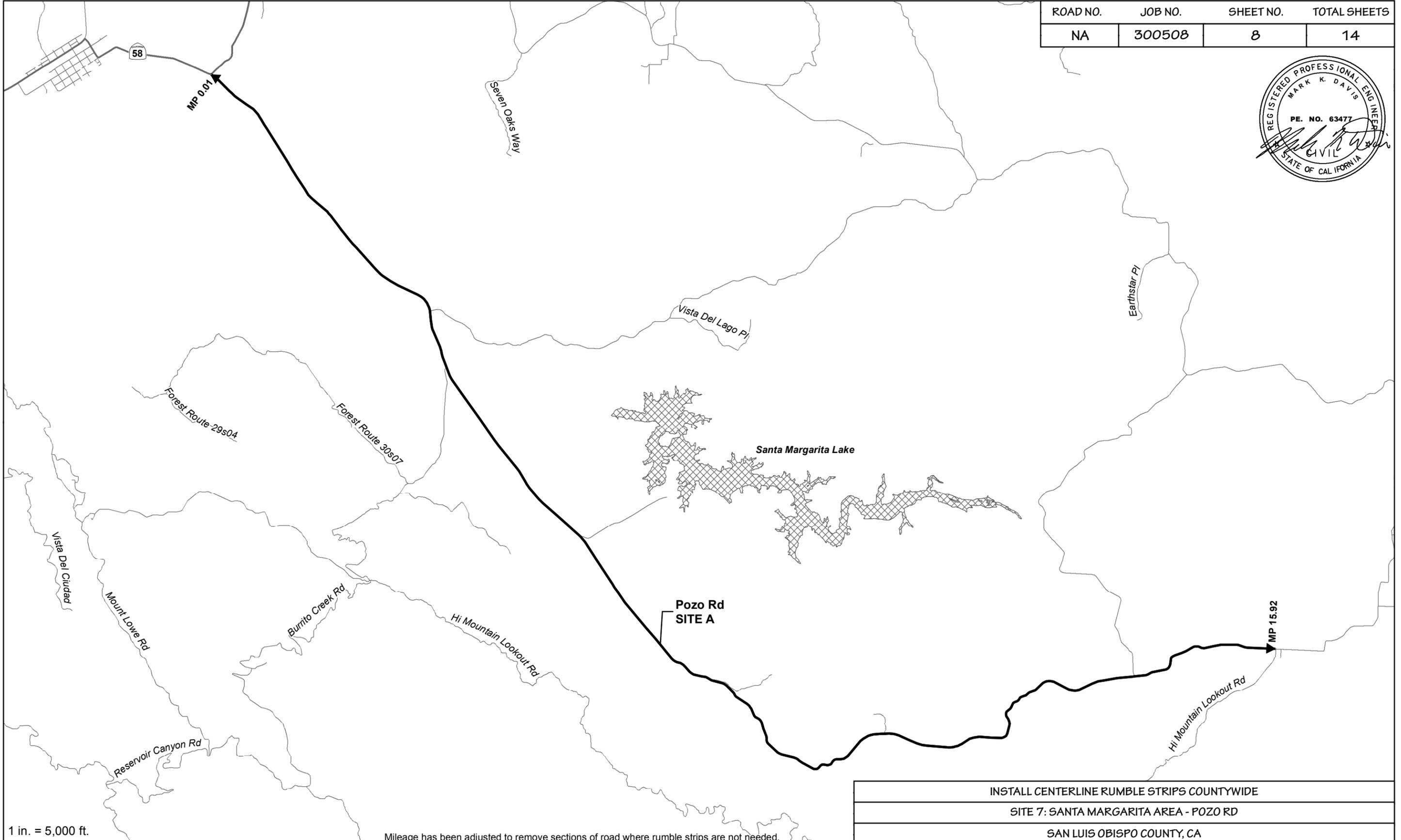
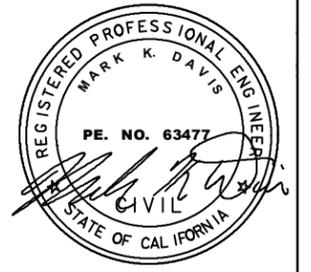
1 in. = 2,000 ft.  
 0 1,000 2,000 Feet

Foothill Blvd A Los Osos Valley Rd to San Luis Obispo City Limits 1.65 mi.

Mileage has been adjusted to remove sections of road where rumble strips are not needed.

INSTALL CENTERLINE RUMBLE STRIPS COUNTYWIDE					
SITE 6: SAN LUIS OBISPO AREA - FOOHILL BLVD					
SAN LUIS OBISPO COUNTY, CA					
DESIGNER	DATE	DRAWN BY	DATE	DESIGN MANAGER	DATE
M. DAVIS	8/2015	B. CLOSE	8/2015	J. WERST	8/2015

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
NA	300508	8	14

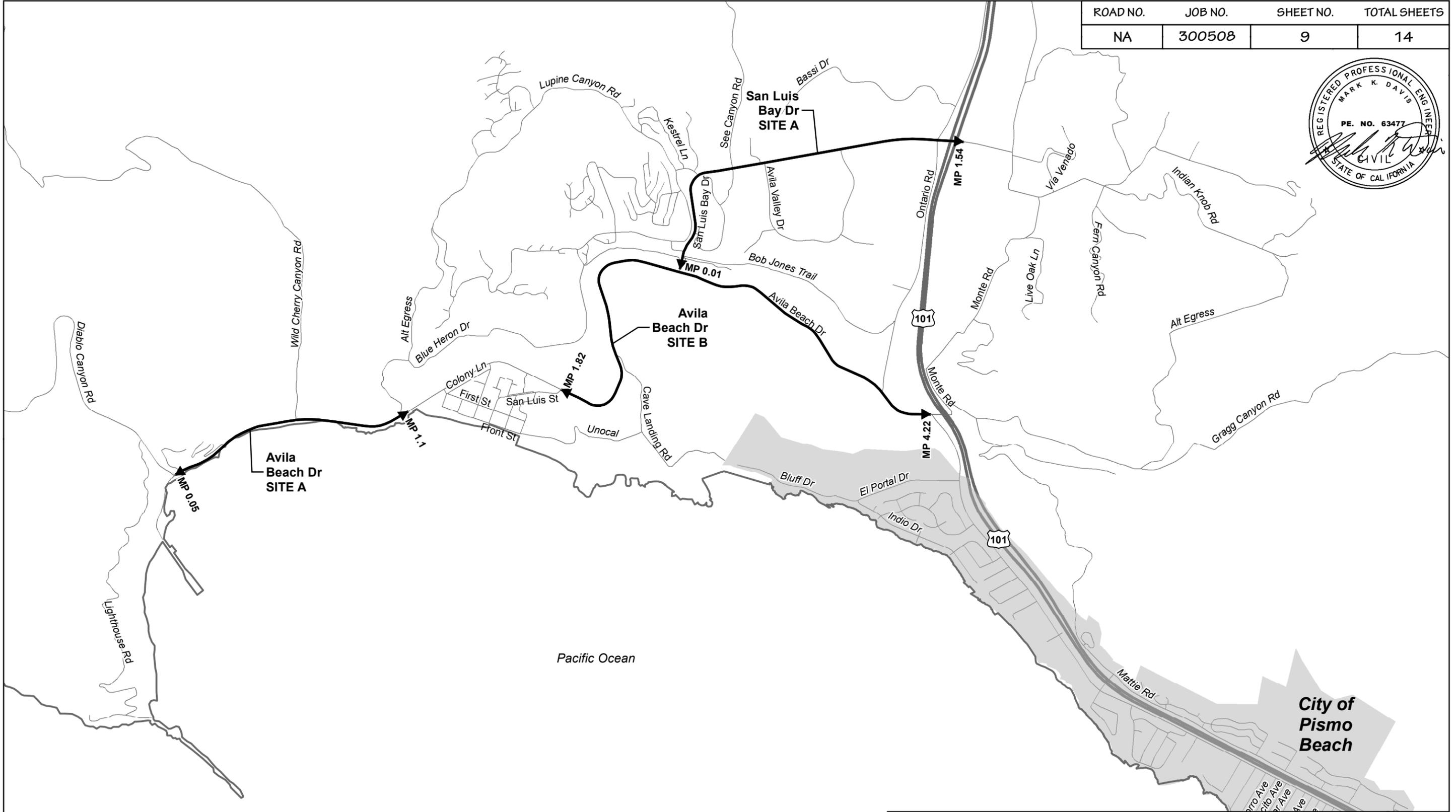


1 in. = 5,000 ft.  
0 2,500 5,000 Feet

Mileage has been adjusted to remove sections of road where rumble strips are not needed.  
Poza Rd A HWY 58 e ly to Hi Mtn Lookout Rd 15.87 mi.

INSTALL CENTERLINE RUMBLE STRIPS COUNTYWIDE					
SITE 7: SANTA MARGARITA AREA - POZO RD					
SAN LUIS OBISPO COUNTY, CA					
DESIGNER	DATE	DRAWN BY	DATE	DESIGN MANAGER	DATE
M. DAVIS	8/2015	B. CLOSE	8/2015	J. WERST	8/2015

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
NA	300508	9	14



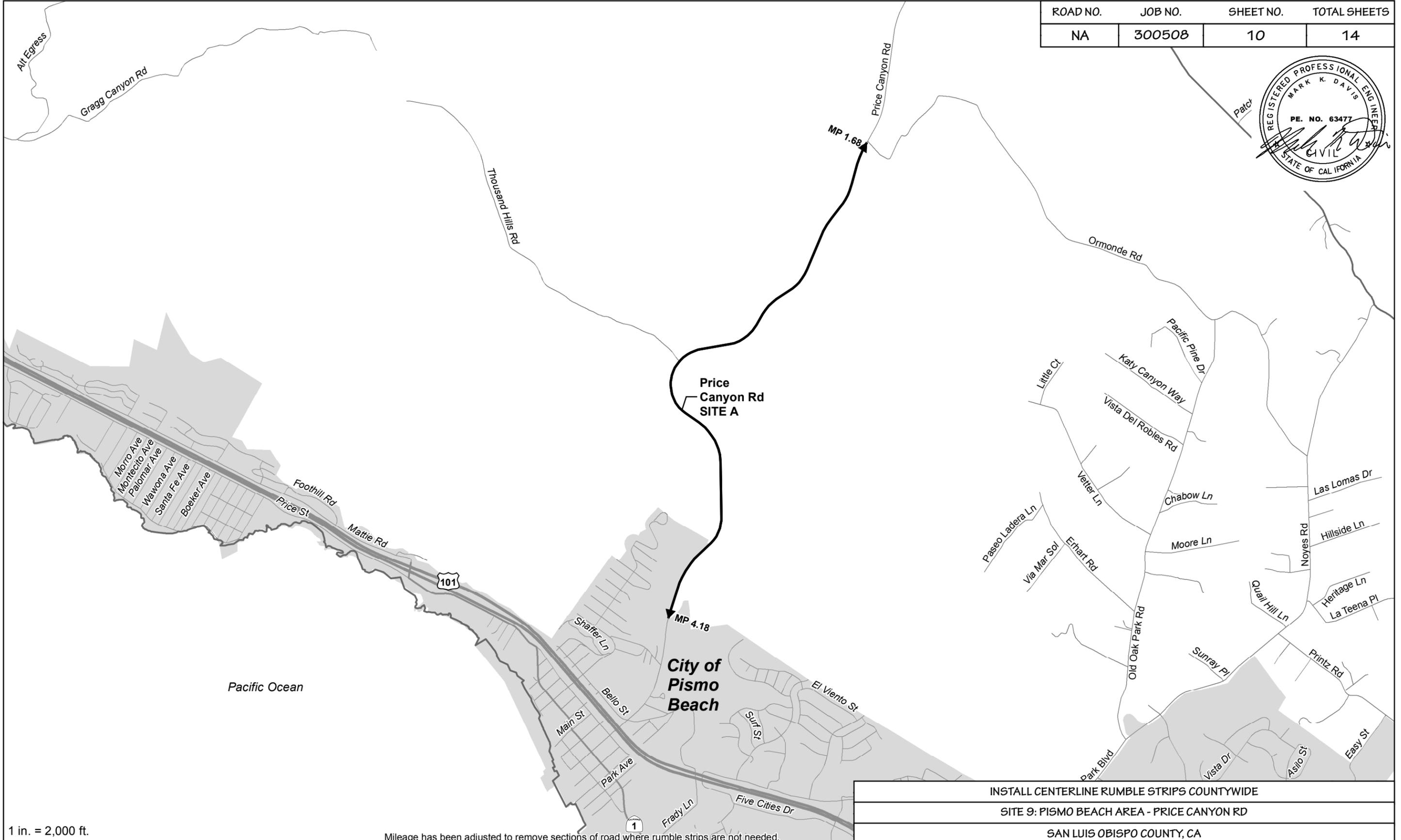
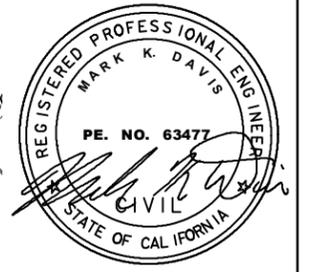
1 in. = 2,000 ft.  
 0 1,000 2,000 Feet

Mileage has been adjusted to remove sections of road where rumble strips are not needed.

Avila Beach Dr	A	Diablo Driveway to East end of San Luis Creek Bridge	1.03 mi.
Avila Beach Dr	B	San Luis St to Shell Beach Rd	2.36 mi.
San Luis Bay Dr	A	Avila Beach Dr to HWY 101 North Bound Ramps	1.38 mi.

INSTALL CENTERLINE RUMBLE STRIPS COUNTYWIDE					
SITE B: AVILA BEACH - AVILA BEACH DR, SAN LUIS BAY DR					
SAN LUIS OBISPO COUNTY, CA					
DESIGNER	DATE	DRAWN BY	DATE	DESIGN MANAGER	DATE
M. DAVIS	8/2015	B. CLOSE	8/2015	J. WERST	8/2015

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
NA	300508	10	14



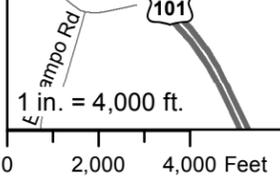
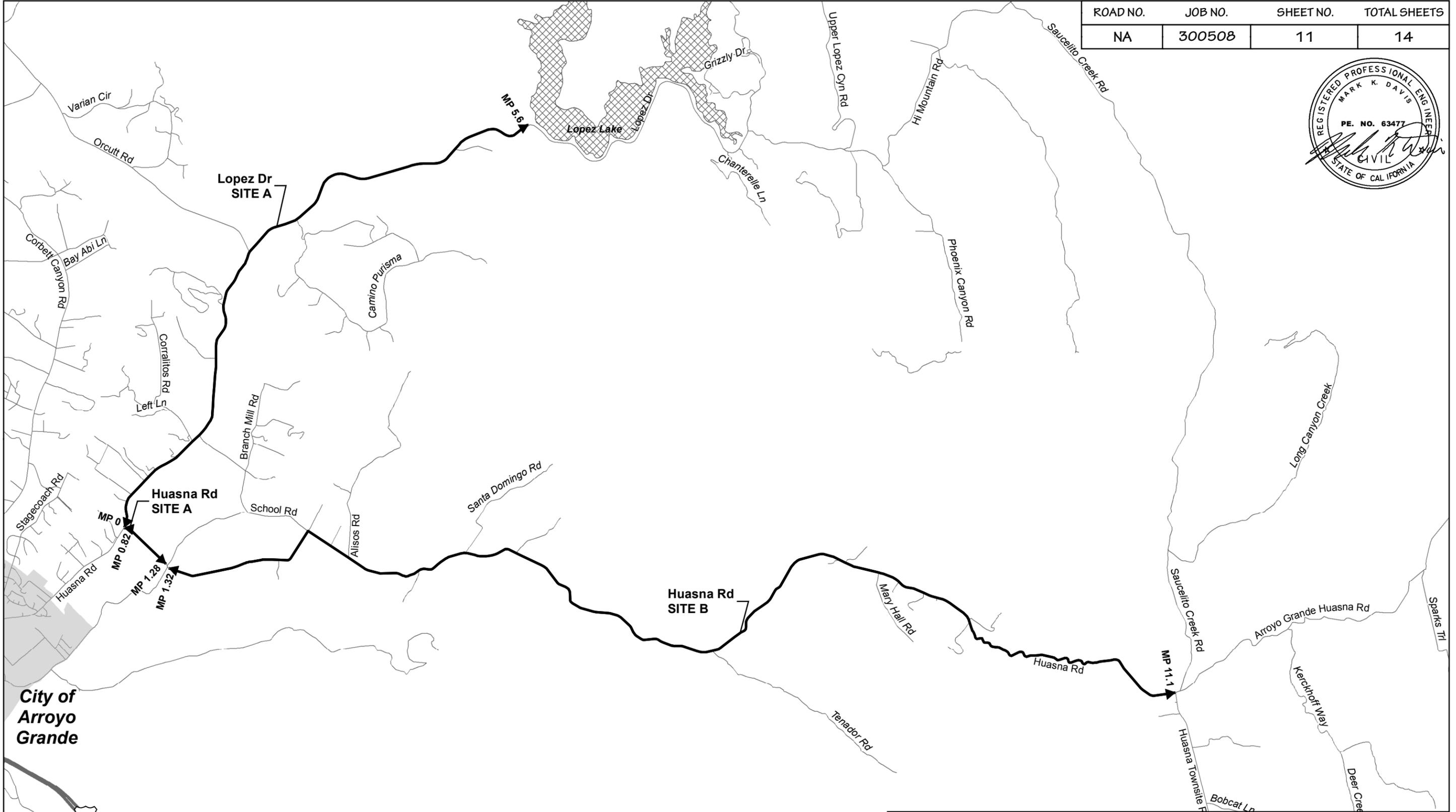
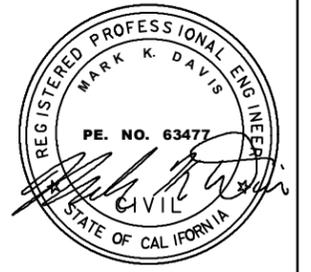
1 in. = 2,000 ft.  
 0 1,000 2,000 Feet

Mileage has been adjusted to remove sections of road where rumble strips are not needed.

Price Canyon Rd A Pismo Beach City Limits to Ormonde Rd 2.50 mi.

INSTALL CENTERLINE RUMBLE STRIPS COUNTYWIDE					
SITE 9: PISMO BEACH AREA - PRICE CANYON RD					
SAN LUIS OBISPO COUNTY, CA					
DESIGNER	DATE	DRAWN BY	DATE	DESIGN MANAGER	DATE
M. DAVIS	8/2015	B. CLOSE	8/2015	J. WERST	8/2015

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
NA	300508	11	14

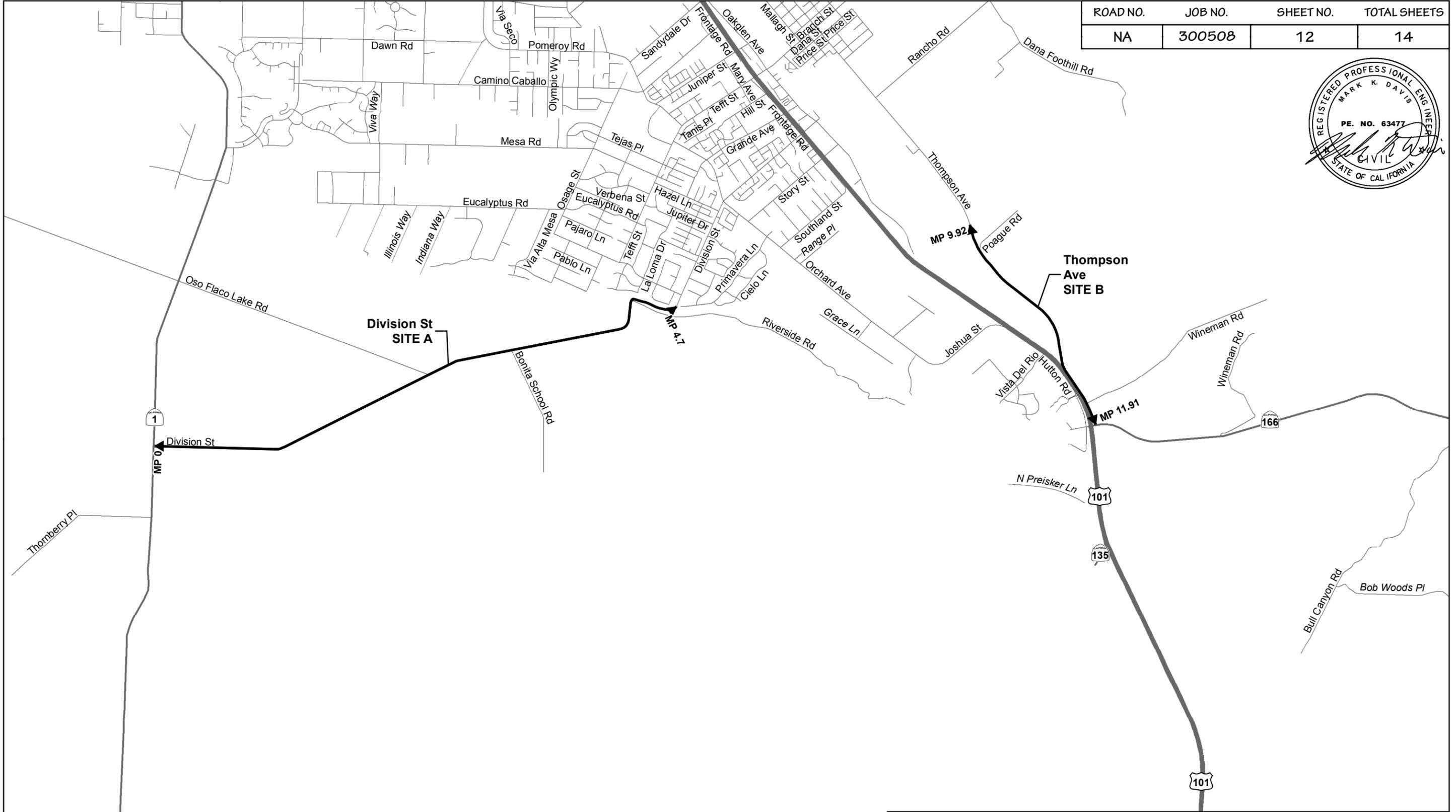
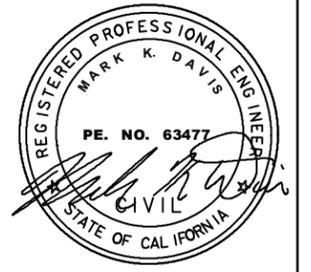


Mileage has been adjusted to remove sections of road where rumble strips are not needed.

Huasna Rd	A	Lopez Dr to Branch Mill Rd	0.46 mi.
Huasna Rd	B	Branch Mill Rd to Huasna Townsite Rd	9.74 mi.
Lopez Dr	A	Huasna Rd to Lopez Dam Spill Gate	5.51 mi.

INSTALL CENTERLINE RUMBLE STRIPS COUNTYWIDE					
SITE 10: ARROYO GRANDE AREA - LOPEZ DR, HUASNA RD					
SAN LUIS OBISPO COUNTY, CA					
DESIGNER	DATE	DRAWN BY	DATE	DESIGN MANAGER	DATE
M. DAVIS	8/2015	B. CLOSE	8/2015	J. WERST	8/2015

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
NA	300508	12	14



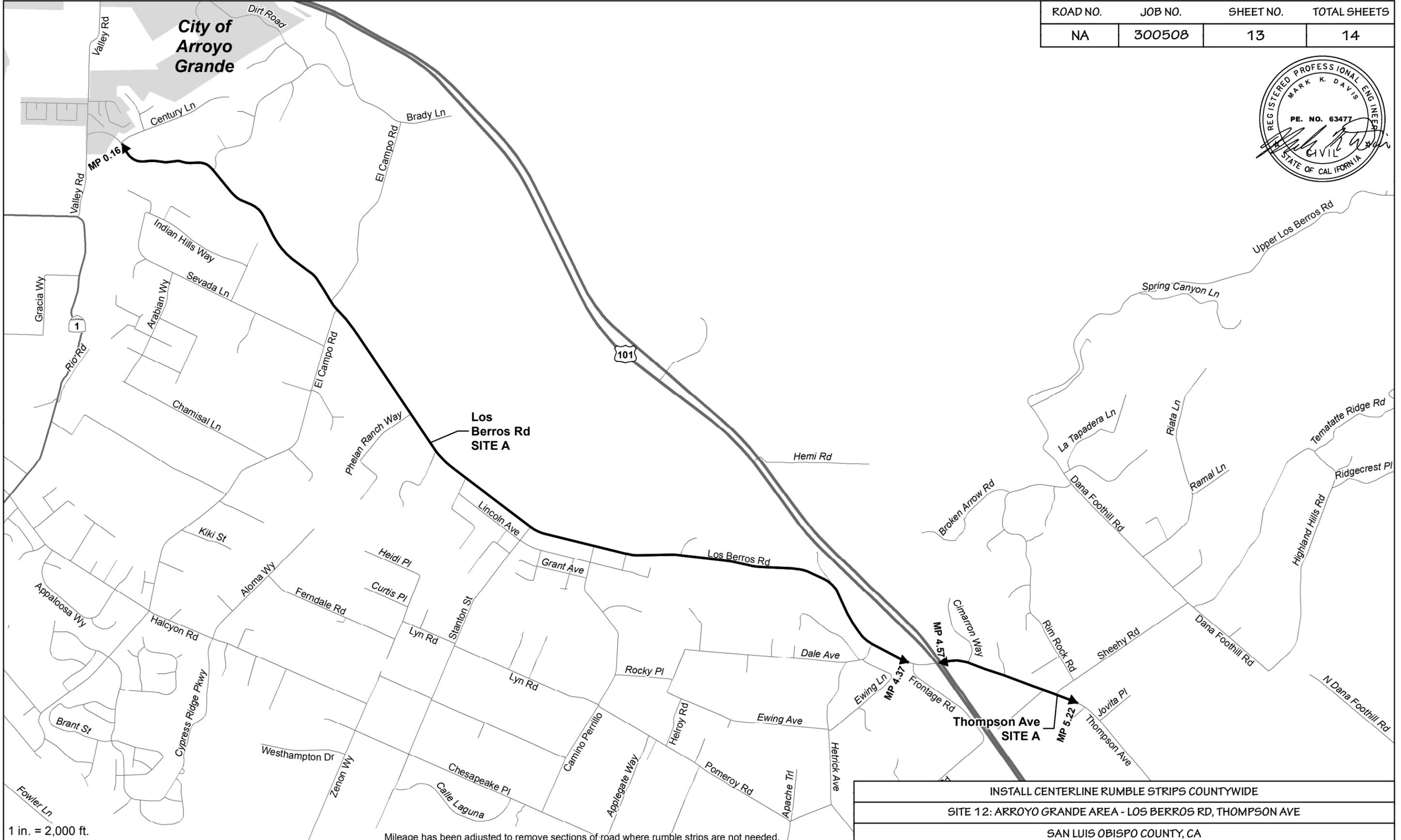
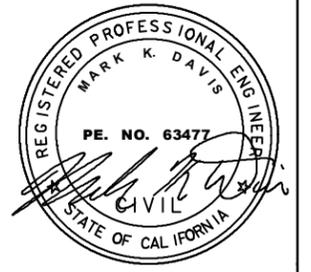
1 in. = 4,000 ft.  
 0 2,000 4,000 Feet

Mileage has been adjusted to remove sections of road where rumble strips are not needed.

Division St	A	HWY 1 to 0.40 miles east of Riverside Rd	4.61 mi.
Thompson Ave	B	0.29 miles north of Poague Rd to HWY 166	1.98 mi.

INSTALL CENTERLINE RUMBLE STRIPS COUNTYWIDE					
SITE 11: NIPOMO AREA - DIVISION ST, THOMPSON AVE					
SAN LUIS OBISPO COUNTY, CA					
DESIGNER	DATE	DRAWN BY	DATE	DESIGN MANAGER	DATE
M. DAVIS	8/2015	B. CLOSE	8/2015	J. WERST	8/2015

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
NA	300508	13	14



1 in. = 2,000 ft.  
 0 1,000 2,000 Feet

Mileage has been adjusted to remove sections of road where rumble strips are not needed.

Los Berros Rd	A	Century Ln to Frontage Rd	4.08 mi.
Thompson Ave	A	HWY 101 to 0.1 mile south of Sheehy	0.55 mi.

INSTALL CENTERLINE RUMBLE STRIPS COUNTYWIDE					
SITE 12: ARROYO GRANDE AREA - LOS BERROS RD, THOMPSON AVE					
SAN LUIS OBISPO COUNTY, CA					
DESIGNER	DATE	DRAWN BY	DATE	DESIGN MANAGER	DATE
M. DAVIS	8/2015	B. CLOSE	8/2015	J. WERST	8/2015

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
NA	300508	14	14

**BASE BID**

SHEET	LOCATION	ROAD NAME	SEGMENT	SEGMENT DESCRIPTION	LENGTH (MI.)	STA
2	SITE 1: HERITAGE RANCH AREA	Nacimiento Lake Dr	A	0.30 mi. east of Resort Dr to 0.015 mi. south of Reservoir Rd	1.94	101.4
3	SITE 2: PASO ROBLES AREA (WEST)	Nacimiento Lake Dr	B	Chimney Road Rd to 0.75 miles east	0.76	39.6
			C	0.14 miles west of San Marcos to 0.42 mi west of Oak Flat Rd	1.19	62.4
			D	Oak Flat Rd to Paso Robles City Limits	2.59	136.2
4			SITE 3: PASO ROBLES AREA (EAST)	Union Rd	A	Paso Robles City Limits to HWY 46
5	SITE 4: CAYUCOS AREA	Old Creek Rd	A	Cayucos Community Boundary to MP 6.56	6.26	323.9
			B	MP 7.28 to HWY 46	2.00	103.4
6	SITE 5: LOS OSOS AREA	Los Osos Valley Rd	A	Clark Valley Rd to 0.3 miles east of Turri Rd	1.72	90.4
		South Bay Blvd	A	North end of Los Osos Creek Bridge to Morro Bay City Limits	0.90	47.0
		Turri Rd	A	South Bay Blvd to 3.3 miles southeast of South Bay Blvd	3.30	174.1
7	SITE 6: SAN LUIS OBISPO AREA	Foothill Blvd	A	Los Osos Valley Rd to San Luis Obispo City Limits	1.65	90.9
8	SITE 7: SANTA MARGARITA AREA	Pozo Rd	A	HWY 58 ely to Hi Mtn Lookout Rd	15.87	834.3
9	SITE 8: AVILA BEACH	Avila Beach Dr	A	Diablo Driveway to East end of San Luis Creek Bridge	1.03	53.8
			B	San Luis St to Shell Beach Rd	2.36	123.0
		San Luis Bay Dr	A	Avila Beach Dr to HWY 101 North Bound Ramps	1.38	72.5
10	SITE 9: PISMO BEACH AREA	Price Canyon Rd	A	Pismo Beach City Limits to Ormonde Rd	2.50	135.4
11	SITE 10: ARROYO GRANDE AREA	Huasna Rd	A	Lopez Dr to Branch Mill Rd	0.46	24.4
			B	Branch Mill Rd to Huasna Townsite Rd	9.74	517.4
		Lopez Dr	A	Huasna Rd to Lopez Dam Spill Gate	5.51	280.3
12	SITE 11: NIPOMO AREA	Division St	A	HWY 1 to 0.40 miles east of Riverside Rd	4.61	243.6
		Thompson Ave	B	0.29 miles north of Poague Rd to HWY 166	1.98	105.0

**BASE BID TOTAL      74.67 MI.      3924.91**

**ADDITIVE BASE BID 1**

SHEET	LOCATION	ROAD NAME	SEGMENT	SEGMENT DESCRIPTION	LENGTH (MI.)	STA
13	SITE 12: ARROYO GRANDE AREA	Los Berros Rd	A	Century Ln to Frontage Rd	4.08	221.2
		Thompson Ave	A	HWY 101 to 0.1 mile south of Sheehy	0.55	28.3

**ADDITIVE BID TOTAL      4.63 MI.      249.5**

Construction centerline rumble strips in new HMA overlay shall be per the detail shown on the plans. Do not construct rumble strips on or through utility structures, survey monuments, detector loops, or through intersections or as directed by the Engineer. Distances have been adjusted to remove intersection where rumble strips are not needed.

INSTALL CENTERLINE RUMBLE STRIPS COUNTYWIDE					
QUANTITY SHEET					
SAN LUIS OBISPO COUNTY, CA					
DESIGNER	DATE	DRAWN BY	DATE	DESIGN MANAGER	DATE
M. DAVIS	8/2015	B. CLOSE	8/2015	J. WERST	8/2015