

**2014-15 MICRO SURFACING  
LOS OSOS, CA  
CONTRACT NO. 300528**

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**WORK LOCATION SCHEDULE**

**PLANS**

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

**NOTICE AND INSTRUCTIONS  
TO BIDDERS**

**FOR**

**2014-15 MICRO SURFACING  
LOS OSOS, CA  
CONTRACT NO. 300528**

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

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

**2014-15 MICRO SURFACING**  
**LOS OSOS, CA**  
**CONTRACT NO. 300528**

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

Bids are required for the entire work described herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 Board of Supervisors to waive errors applies even if the Contract Documents state that a discrepancy, irregularity, informality or other error makes a bid nonresponsive, so long as the error does not constitute a material error.

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

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

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

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

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

**BID PROTESTS AND OTHER CHALLENGES**  
**TO 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 207, County Government Center, 976 Osos Street, San Luis Obispo, CA 93408; Attention: Design Engineer.

## **SPECIAL INSTRUCTIONS TO BIDDERS**

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

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

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

**COUNTY OF SAN LUIS OBISPO  
DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION  
BID PROPOSAL AND FORMS  
FOR  
2014-15 MICRO SURFACING  
LOS OSOS, CA  
CONTRACT NO. 300528**

**BID PROPOSAL**

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

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

**SEE NEXT PAGE FOR BID PROPOSAL FORM**

**2014-15 MICRO-SURFACING  
LOS OSOS, CA  
CONTRACT NO. 300528  
BID PROPOSAL**

**BASE BID**

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	3	EA		
4	378000	MICRO-SURFACING (TYPE II)	4229	TONS		
5	-	ALLOWANCE FOR SUPPLEMENTAL FLAGGING AND TRAFFIC CONTROL	1	LS	LUMP SUM	\$ 24,000.00
<b>TOTAL BASE BID</b>						

**ADDITIVE BID 1 - VISTA DE ORO ESTATES**

6	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
7	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
8	378000	MICRO-SURFACING (TYPE II)	95	TONS		
9	-	ALLOWANCE FOR SUPPLEMENTAL FLAGGING AND TRAFFIC CONTROL	1	LS	LUMP SUM	\$ 4,000.00
<b>TOTAL ADDITIVE BID 1 - VISTA DE ORO ESTATES</b>						

**ADDITIVE BID 2 - OAK RIDGE**

10	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
11	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
12	378000	MICRO-SURFACING (TYPE II)	237	TONS		
13	-	ALLOWANCE FOR SUPPLEMENTAL FLAGGING AND TRAFFIC CONTROL	1	LS	LUMP SUM	\$ 4,000.00
<b>TOTAL ADDITIVE BID 2 - OAK RIDGE</b>						

**ADDITIVE BID 3 - EL MORRO BIKE PATH**

14	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
15	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
16	378000	COLORED MICRO-SURFACING (TYPE II)	26	TONS		
17	-	ALLOWANCE FOR SUPPLEMENTAL FLAGGING AND TRAFFIC CONTROL	1	LS	LUMP SUM	\$ 2,400.00
<b>TOTAL ADDITIVE BID 3 - EL MORRO BIKE PATH</b>						

<b>TOTAL BASE BID</b>	
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<b>TOTAL BASE BID + ADDITIVES</b>	
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Bidder's Name: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

The undersigned, as bidder, declares that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

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

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

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

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

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

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

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

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

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

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

Email 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 awarded this public works contract unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

**RETURN THIS FORM WITH YOUR BID PROPOSAL**

## **BIDDERS INFORMATION LIST**

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

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

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

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

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

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

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

Gross Annual Receipts for last year:

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

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

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

Contractor Specialty for this job:

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

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

**RETURN THIS FORM WITH YOUR BID PROPOSAL**

**DESIGNATION OF SUBCONTRACTORS FORM**

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

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

A-13

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**

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

Bidder hereby states, under penalty of perjury, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

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

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

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

\_\_\_\_\_  
Title

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

**RETURN THIS FORM WITH YOUR BID PROPOSAL**

**BIDDER'S BOND**

KNOW ALL BY THESE PRESENTS:

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

**2014-15 MICRO SURFACING  
LOS OSOS, CA  
CONTRACT NO. 300528**

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

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

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

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

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

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

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

Principal

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

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

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

Surety

\_\_\_\_\_

Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged.

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

**CONTRACT AGREEMENT**

**FOR**

**2014-15 MICRO SURFACING  
LOS OSOS, CA  
CONTRACT NO. 300528**

## COUNTY OF SAN LUIS OBISPO

### AGREEMENT

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

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

#### ARTICLE 1 – WORK

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

**2014-15 MICRO SURFACING  
LOS OSOS, CA  
CONTRACT NO. 300528**

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

#### ARTICLE 2 – CONTRACT

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

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

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

### ARTICLE 3 – CONTRACT TIMES

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

### ARTICLE 4 – CONTRACT PRICE

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

### ARTICLE 5 – SUBCONTRACTING

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

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

### ARTICLE 6

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

### ARTICLE 7 - INSURANCE REQUIREMENTS

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

7.01 SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES

A. COMMERCIAL GENERAL LIABILITY

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

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

B. BUSINESS AUTOMOBILE POLICY

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

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

C. WORKERS' COMPENSATION / EMPLOYERS' LIABILITY INSURANCE

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

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

7.02 DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

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

7.03 DOCUMENTATION

Prior to commencement of work and annually thereafter for the term of this Agreement, Contractor will provide to the County of San Luis Obispo, Department of Public Works, Room 207, County Government Center, CA 93408, Attention Design Engineer, Contract No. 300528, 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

.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 14 and shall post copies of the Notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County of San Luis Obispo and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

#### ARTICLE 14 - SAFETY

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

#### ARTICLE 15 – BONDS

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

#### ARTICLE 16 – ATTORNEYS FEES

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

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

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

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

COUNTY OF SAN LUIS OBISPO

CONTRACTOR

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

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

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

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

ATTEST:  
CLERK OF THE BOARD OF  
SUPERVISORS

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

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

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

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

APPROVAL RECOMMENDED

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

By:   
Director of Public Works

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

Date: 08 APR 2015

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

APPROVED AS TO FORM AND  
LEGAL EFFECT:

RITA L. NEAL  
County Counsel

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

Date: 4/17/15

**PERFORMANCE BOND**

KNOW ALL BY THESE PRESENTS: That

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

\_\_\_\_\_

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

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

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

NOW, THEREFORE, we, the Principal and \_\_\_\_\_  
\_\_\_\_\_, as Surety, are held and firmly bound unto

the County of San Luis Obispo, (hereinafter called "County"), in the penal sum of  
\_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

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

Principal

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

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

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

Surety

\_\_\_\_\_

\_\_\_\_\_ Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged.

**PAYMENT BOND**

KNOW ALL BY THESE PRESENTS:

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

Principal

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

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

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

Surety

\_\_\_\_\_

\_\_\_\_\_ Address

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

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

**SPECIAL PROVISIONS**

**FOR**

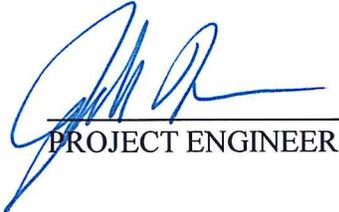
**2014-15 MICRO SURFACING  
LOS OSOS, CA  
CONTRACT NO. 300528**

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CONTRACT NO. 300528

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

**PREPARED BY:**

  
PROJECT ENGINEER



4/8/15  
DATE

  
DESIGN ENGINEER



4/8/15  
DATE

**RECOMMENDED FOR APPROVAL AND ADVERTISING BY:**

  
DEPUTY PUBLIC WORKS DIRECTOR

4/8/15  
DATE

**APPROVED BY:**

  
PUBLIC WORKS DIRECTOR

08 APR 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"), insofar as they may apply and in accordance with these Contract Documents. Wherever State Agencies, Departments, or Officers are referred to in the above mentioned Standard Specifications and Standard Plans, the comparable County of San Luis Obispo Agency, Department, or Officer having jurisdiction shall be meant thereby for the purpose of these Contract Documents.

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

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

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

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

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

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

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.

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

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

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

Section 2-1.07, “Proposal Guaranty” of the Standard Specifications, is hereby amended by substituting the words, “made payable to the County of San Luis Obispo” for the words, “made payable to the Director of Transportation” in the first paragraph. The 2nd paragraph is hereby amended by adding the following

sentence, “The provisions of the Public Contract Code § 10181 are applicable to this contract.” The first sentence of the last paragraph is hereby amended by substituting the words, “General and Special Provisions” for the words, “Proposal and Contract”. The last sentence of the last paragraph is hereby deleted.

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

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

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

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

## 2-1.02 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

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

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

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

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

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

The award of 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 reserves the right to add any of the additive bid items to the award of the contract once 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 45 calendar days after the opening of proposals.

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

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

The successful bidder shall furnish two (2) bonds:

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

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

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

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

3-1.03 EXECUTION OF CONTRACT

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

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

## SECTION 4. PROSECUTION AND PROGRESS OF THE WORK

### 4-1.01 GENERAL

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

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

This work shall be diligently prosecuted to completion before the expiration of 50 WORKING DAYS from the date of receipt of the County's "Notice to Proceed." The Contractor shall not begin work in advance of receiving the County's "Notice to Proceed."

### 4-1.02 LIQUIDATED DAMAGES

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

It is agreed by the parties to the contract that in the case all the work called for under the contract in all parts and requirements is not finished or completed within the number of working days as set forth in these Special Provisions, damage will be sustained by the County of San Luis Obispo, and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the County of San Luis Obispo the sum of TWO THOUSAND EIGHT HUNDRED DOLLARS (\$2,800.00) per day for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above as liquidated and agreed damages; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the County may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

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

### 4-1.03 CONTRACT SUBMITTALS

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

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

- Proposed Progress Schedule
- Identity of Project Safety Officer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 5-1.03 CONTROL OF WORK

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

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

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

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

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

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

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

5-1.04 PREVAILING WAGE

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

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

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

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

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

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

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

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

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

5-1.05 PRESERVATION OF PROPERTY

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

5-1.06 PROGRESS SCHEDULE

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

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

5-1.07 MEASUREMENT AND PAYMENT

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

The 13th paragraph of Section 9-1.01, “Measurement of Quantities,” of the Standard Specifications shall be amended to read as follows: “Whenever pay quantities of materials are determined by weighing, the scales shall be operated by a weighmaster licensed in accordance with provisions of the California Business and Professions Code, Division 5, Chapter 7. The contractor shall furnish a Public Weighmaster’s certificate, or a private Weighmaster’s certificate (load slip) with each load and a Daily Record of Platform Scale Weights. The Weighmaster’s certificates shall be numbered consecutively to correspond with the Daily Record of Platform Scale Weights. The Daily Record of Platform Scale Weights shall be prepared using a form supplied by the County and shall be

delivered to the Engineer at the end of each day. Contractor shall provide the County sufficient advance notice so as to enable a representative of the County to be present to witness the Weighing and check the Daily Record of Platform Scale Weights.”

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

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

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

Section 9-1.06 “Partial Payments,” of the Standard Specifications is hereby amended by 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 District 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 District 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 District, 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 District 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 accordance with PUBLIC CONTRACT CODE SECTION 7201, the retention proceeds withheld from payment shall not exceed 5 percent of the payment."

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

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

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

- (a) The Contractor shall bear the expense of the County and the escrow agent (either the County or the bank) in connection with the escrow deposit made.
- (b) Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
- (c) The value of any securities placed in escrow shall be based upon the market value of such securities as of the date the securities are deposited in escrow, and not upon the face value of the securities. Such securities shall be valued by the County, whose decision on valuation of the securities shall be final.
- (d) The escrow agreement shall provide that the escrow agent must convert the securities deposited therein for cash, in whole or in part, to meet the defaults by the Contractor upon a unilateral demand for such conversion by the Public Works Director, and further that any amount so demanded shall be paid to the County upon said unilateral demand for payment.

- (e) The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.
- (f) The Contractor shall enter into an escrow agreement satisfactory to the County, which agreement shall be substantially similar to the form set forth in Public Contract Code Section 22300. The Contractor shall obtain the written consent of the surety to such agreement. The Public Works Director is authorized to sign such escrow agreements on behalf of the County.

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

#### 5-1.08 DETERMINATION OF DISPUTES

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

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

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

#### Article 1.5 Resolution of Construction Claims

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators, and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid

equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds. (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

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

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

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

#### 5-1.09 AUDIT OF RECORDS

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

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

#### 5-1.10 CONTRACTOR'S REPORTS

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

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

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

shall immediately cease work in the affected area and report the condition to the Engineer in writing.

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

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

#### 5-1.12 SUBCONTRACTING

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

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

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

Each subcontract shall comply with the contract.

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

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

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

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

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

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

5-1.13 CONSTRUCTION SUBMITTALS

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

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

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

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

5-1.14 LEGAL ADDRESS OF THE CONTRACTOR

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

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

5-1.15 WEEKLY PROGRESS MEETINGS

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

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

5-1.16 GOVERNMENT CODE CLAIM REQUIREMENTS

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

5-1.17 SURFACE MINING AND RECLAMATION ACT

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

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

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

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

5-1.18 SUPPLEMENTAL WORK PAYMENTS

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

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

payment(s) for Supplemental Work that is decreased or entirely eliminated by the County.

5-1.19 SOLID WASTE MANAGEMENT

The Contractor shall recycle at least 50% of the construction and demolition waste generated by the project.

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

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

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

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

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

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

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

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

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

## RECYCLING PLAN FOR COUNTY PROJECTS

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

**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			
<b>Contractor Certification: I certify under penalty of perjury that the information provided in this form is complete and accurate.</b>					
Print Name and Title			Signature		Date
<b>SECTION 2. DISPOSAL REPORT</b>					
<b>After Construction (actual tons)</b>					
<b>Materials</b>	Landfill	Recycling Facility		Reuse	
	(Tons)	(Tons)	Location	(Tons)	Location
Cleared Vegetation					
Asphalt Concrete					
Concrete					
Metals (including spent equipment)					
Lumber					
Drywall					
Mixed Recyclables					
Trash					
<b>Totals</b>					
<b>% Diversion</b>					
<b>I have reviewed and approved the information submitted in this report for completeness</b>					
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 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**

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

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## SECTION 10. CONSTRUCTION DETAILS

### 10-1.01 ORDER OF WORK:

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

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

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

Attention is directed to Section 12, Environmental Permit Summary. Prior to construction the County's qualified biologist shall conduct a mandatory training session for the Contractor's workers and all subcontractors to familiarize all construction personnel with the identification of Morro Shoulderband Snail (MSS) and its habitat.

Staging and parking areas not on existing roadway surfaces must be reviewed and approved by the Environmental Programs Division prior to use.

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 therefor.

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

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

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

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

**Los Osos Valley Road            0700 to 0830 and 1500 to 1800**

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

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

**Road work may be permitted, with written approval by the Engineer, on the weekend for roads: Los Osos Valley Road.**

**The Contractor shall complete all roads adjacent to schools prior to August 24, 2015.**

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

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

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

Prior to applying Micro-surfacing, the Contractor shall cover all manholes, valve and monument covers, grates, or other exposed facilities (including all survey control monuments not in monument wells as itemized in these special provisions) located within the area of application, using a plastic or oil resistant construction paper secured to the facility being covered by tape or adhesive. The covered facilities shall be referenced by the Contractor, with a sufficient number of control points to relocate the facilities after the seal coat has been placed. After completion of the Micro-surfacing operation, all covers shall be removed and disposed of in a manner satisfactory to the Engineer. Full compensation for covering manholes, valve and monument covers, grates, or other exposed facilities, referencing, and removing temporary cover shall be considered as

included in the contract price paid per ton for Micro-surfacing, and no additional compensation will be allowed therefor.

10-1.02 WATER POLLUTION CONTROL:

10-1.02.A GENERAL:

Summary

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

Do not begin work until the WPCP is accepted.

Definitions and Abbreviations

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

BMPs: Best Management Practices are water pollution control practices.

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

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

NPDES: National Pollutant Discharge Elimination System

RWQCB: Regional Water Quality Control Board

SWPPP: Storm Water Pollution Prevention Plan

SWRCB: State Water Resources Control Board

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

WPCP: Water Pollution Control Program

### Submittals

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

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

Submit:

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

Submit as required:

1. BMP Status Report
2. Inspection Reports

At least 5 days before operating any construction support facility:

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

Quality Control and Assurance:

### Training

Provide storm water training for:

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

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

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

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

Conduct weekly training meetings covering:

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

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

State of California  
Department of Transportation  
Publication Distribution Unit  
1900 Royal Oaks Drive  
Sacramento, California 95815  
Telephone: (916) 445-3520

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

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

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

Construction support facilities include:

1. Staging areas
2. Storage yards for equipment and materials
3. Mobile operations
4. Batch plants for PCC and HMA
5. Crushing plants for rock and aggregate
6. Other facilities installed for your convenience such as haul roads

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

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

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

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

### Water Pollution Control Manager

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

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

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

1. Be responsible for water pollution control work
2. Be the primary contact for water pollution control work
3. Oversee the maintenance of water pollution control practices
4. Oversee and enforce hazardous waste management practices
5. Have the authority to mobilize crews to make immediate repairs to water pollution control practices
6. Ensure that all employees have current water pollution control training
7. Implement the accepted WPCP and amend the WPCP when required

Water Pollution Control Manager must oversee:

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

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

10-1.02.B WATER POLLUTION CONTROL PROGRAM:

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

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

The WPCP must include water pollution control practices:

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

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

WPCP Amendments

You must amend the WPCP when:

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

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

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

WPCP Schedule

The WPCP schedule must:

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

10-1.02.C IMPLEMENTATION REQUIREMENTS:

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

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

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

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

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

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

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

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

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

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

### Inspection

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

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

The Water Pollution Control Manager must oversee daily inspections of:

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

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

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

1. Location and quantity of installed water pollution control practices
2. Location and quantity of disturbed soil for the active or inactive areas

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

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

### Reporting Requirements

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

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

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

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

10-1.02.D PAYMENT:

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

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

Full compensation for preparing and implementing a water pollution control program, including furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing, obtaining acceptance of, and amending the WPCP and inspecting water pollution control practices as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, shall be considered as included in the contract price paid for the various items of work involved and no separate payment will be made therefor.

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

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

10-1.03 CONSTRUCTION SITE MANAGEMENT

10-1.03.A GENERAL

Summary

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

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

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

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

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

#### Definitions and Abbreviations

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

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

CDPH: California Department of Public Health

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

ELAP: Environmental Laboratory Accreditation Program

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

MSDS: Material Safety Data Sheet

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

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

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

WPC: Water Pollution Control

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

#### Submittals

Submit the following:

1. MSDS at least 5 days before material is used or stored
2. Monthly inventory records for material used or stored

3. Copy of written approval to discharge into a sanitary sewer system at least 5 days before beginning discharge activities

10-1.03.B CONSTRUCTION

Spill Prevention and Control

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

As soon as it is safe, contain and clean up spills of petroleum products, sanitary and septic waste substances listed under CFR Title 40, Parts 110, 117, and 302.

Minor Spills

Clean up minor spills using the following procedures:

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

Semi-significant Spills

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

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

Significant or Hazardous Spills

Immediately notify qualified personnel of significant or hazardous spills. Do not let construction personnel attempt to clean up the spill until qualified staff have arrived. Do the following:

1. Notify the Engineer and follow up with a written report

2. Obtain the services of a spills contractor or hazardous material team immediately
3. Notify the local emergency response team by dialing 911 and county officials at the emergency phone numbers kept at the job site
4. Notify the Governor's Office of Emergency Services Warning Center at (805) 852-7550
5. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities under CFR Title 40, Parts 110, 119, and 302
6. Notify other agencies as appropriate, including:
  - 6.1. Fire Department
  - 6.2. Public Works Department
  - 6.3. Coast Guard
  - 6.4. Highway Patrol
  - 6.5. County Sheriff Department
  - 6.6. Department of Toxic Substances
  - 6.7. California Division of Oil and Gas
  - 6.8. Cal OSHA
  - 6.9. Regional Water Resources Control Board

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

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

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

#### 10-1.03.C MATERIAL MANAGEMENT

##### General

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

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

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

Employees trained in emergency spill cleanup procedures must be present during the unloading of hazardous materials or chemicals.

If practicable, use less hazardous materials.

#### Material Storage

Use the following material storage procedures:

1. Store liquids, petroleum materials, and substances listed in CFR Title 40, Parts 110, 117, and 302 as specified by the Department, and place them in secondary containment facilities.
2. Secondary containment facilities must be impervious to the materials stored there for a minimum contact time of 72 hours.
3. Cover secondary containment facilities during non-working days and when precipitation is predicted. Secondary containment facilities must be adequately ventilated.
4. Keep secondary containment facility free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, collect accumulated liquid and place into drums within 24 hours. Handle these liquids as hazardous waste under "Hazardous Waste" of these Special Provisions unless testing determines them to be nonhazardous.
5. Do not store incompatible materials, such as chlorine and ammonia, in the same secondary containment facility.

6. Store materials in the original containers with the original material labels maintained in legible condition. Replace damaged or illegible labels immediately.
7. Secondary containment facilities must have the capacity to contain precipitation from a 24-hour-long, 25-year storm, and 10 percent of the aggregate volume of all containers, or entire volume of the largest container within the facility, whichever is greater.
8. Store bagged or boxed material on pallets. Protect bagged or boxed material from wind and rain during non-working days and while precipitation is predicted.
9. Provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas must be kept clean, well organized, and equipped with cleanup supplies appropriate for the materials being stored.
10. Repair or replace perimeter controls, containment structures, covers, and liners as necessary. Inspect storage areas before and after precipitation, and at least weekly during other times.

#### Stockpile Management

Use the following stockpile management procedures:

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

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

Active and inactive soil stockpiles must be:

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

Portland cement concrete rubble, AC, HMA, AC and HMA rubble, aggregate base or aggregate sub-base stockpiles must be:

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

Pressure treated wood stockpiles must be:

1. Placed on pallets
2. Covered with impermeable material

Cold mix asphalt concrete stockpiles must be:

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

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

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

#### 10-1.03.D WASTE MANAGEMENT

##### *Solid Waste*

Do not allow litter or debris to accumulate anywhere at the job site, including storm drain grates, trash racks, and ditch lines. Pick up and remove trash and debris from the job site at least once a week. The WPC Manager must monitor solid waste storage and disposal procedures at the job site.

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

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

Solid waste includes:

1. Brick
2. Mortar
3. Timber

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

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

*Hazardous Waste*

Use hazardous waste management practices if waste is generated at the job site from the following substances:

1. Petroleum products
2. Asphalt products
3. Concrete curing compound
4. Pesticides
5. Acids
6. Paints
7. Stains
8. Solvents
9. Wood preservatives and treated posts
10. Roofing tar
11. Road flares
12. Lime
13. Glues and adhesives

14. Materials classified as hazardous by California Code of Regulations, Title 22, Division 4.5; or listed in CFR Title 40, Parts 110, 117, 261, or 302

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

If hazardous material levels are unknown, use a laboratory certified by ELAP under CDPH to sample and test waste to determine safe methods for storage and disposal.

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

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

Furnish containers with adequate storage volume at convenient locations for hazardous waste collection. Do not overfill hazardous waste containers. Do not mix hazardous wastes. Do not allow potentially hazardous waste to accumulate on the ground. Store containers of dry waste that are not watertight on pallets. Store hazardous waste away from storm drains, watercourses, moving vehicles, and equipment.

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

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

The WPC Manager must inspect the following daily:

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

### Contaminated Soil

Identify contaminated soil from spills or leaks by noticing discoloration, odors, or differences in soil properties. Soil with evidence of contamination must be sampled and tested by a laboratory certified by ELAP.

If levels of contamination are found to be hazardous, handle and dispose of the soil as hazardous waste.

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

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

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

### Concrete Waste

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

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

1. Concrete material, including grout, is used
2. Concrete dust and debris result from demolition
3. Sawcutting, coring, grinding, grooving, or hydro-concrete demolition of portland cement concrete, AC, or HMA creates a residue or slurry
4. Concrete truck or other concrete-coated equipment is cleaned at the job site

### Sanitary and Septic Waste

Do not bury or discharge wastewater from sanitary or septic systems within County right-of-way. The WPC Manager must inspect sanitary or septic waste storage and monitor disposal procedures at least weekly. Sanitary facilities that discharge to the sanitary sewer system must be properly connected and free from

leaks. Place sanitary facilities at least 50 feet away from storm drains, watercourses, and flow lines.

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

### Liquid Waste

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

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

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

1. Roll-off bins
2. Portable tanks

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

Store containers:

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

Remove and dispose of deposited solids from sediment traps under "Solid Waste" of these Special Provisions unless the Engineer approves another method.

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

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

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

#### 10-1.03.E NON-STORM WATER MANAGEMENT

##### Water Control and Conservation

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

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

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

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

Inspect the job site and the site perimeter before starting work for evidence of illegal connections, discharges, or dumping. After starting work, inspect the job site and perimeter on a daily schedule.

Whenever illegal connections, discharges, or dumping are discovered, notify the Engineer immediately. Take no further action unless ordered by the Engineer. Assume unlabeled or unidentifiable material is hazardous.

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

1. Debris or trash piles
2. Staining or discoloration on pavement or soils
3. Pungent odors coming from drainage systems
4. Discoloration or oily sheen on water
5. Stains or residue in ditches, channels or drain boxes
6. Abnormal water flow during dry weather

7. Excessive sediment deposits
8. Nonstandard drainage junction structures
9. Broken concrete or other disturbances near junction structures

#### Vehicle and Equipment Cleaning

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

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

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

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

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

The WPC Manager must inspect vehicle and equipment cleaning facilities:

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

#### Vehicle and Equipment Fueling and Maintenance

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

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

If vehicle and equipment fueling and maintenance must be done at the job site, areas for the following activities must be:

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

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

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

Recycle or properly dispose of used batteries and tires.

The WPC Manager must inspect vehicle and equipment maintenance and fueling areas:

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

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

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

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

Place drip pans and absorbent pads under vehicles or equipment used over water. Keep an adequate supply of spill cleanup material with the vehicle or equipment.

If the vehicle or equipment will be idle for more than one hour, place drip pans or plastic sheeting under the vehicle or equipment on docks, barges, or other surfaces over water.

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

#### Structure Removal Over or Adjacent to Water

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

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

#### Paving, Sealing, Sawcutting, Grooving, and Grinding Activities

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

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

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

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

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

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

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

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

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

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

#### Thermoplastic Striping and Pavement Markers

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

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

Collect bituminous material from the roadway after marker removal.

#### Pile Driving

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

Store pile driving equipment when not in use. Stored pile driving equipment must be:

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

If practicable, use vegetable oil instead of hydraulic fluid.

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

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

### Concrete Curing

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

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

### Concrete Finishing

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

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

### Sweeping

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

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

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

If sediment or debris is observed, perform sweeping:

1. Within:
  - 1.1. 8 hours of predicted rain
  - 1.2. 24 hours unless the Engineer approves a longer period
2. On paved roads at job site entrances and exit locations
3. On paved areas within the job site that flow to storm drains or receiving waters

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

You may dispose of sediment within the job site that you collected during sweeping activities. Protect disposal areas against erosion.

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

#### Dewatering

Dewatering consists of discharging accumulated storm water, ground water, or surface water from excavations or temporary containment facilities.

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

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

1. Submit a Dewatering and Discharge Plan under Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications and "Water Pollution Control" of these Special Provisions at least 10 days before starting dewatering activities. The Dewatering and Discharge Plan must include:
  - 1.1. Title sheet and table of contents
  - 1.2. Description of dewatering and discharge activities detailing locations, quantity of water, equipment, and discharge points
  - 1.3. Estimated schedule for dewatering and discharge (start and end dates, intermittent or continuous)
  - 1.4. Discharge alternatives such as dust control or percolation
  - 1.5. Visual monitoring procedures with inspection log

2. Conduct dewatering activities under the Department's "Field Guide for Construction Dewatering."
3. Ensure that any dewatering discharge does not cause erosion, scour, or sedimentary deposits that could impact natural bedding materials.
4. Discharge the water within the project limits. Dispose of the water in the same way as specified for material in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specification if it cannot be discharged within project limits due to site constraints.
5. Do not discharge storm water or non-stormwater that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface. Notify the Engineer immediately upon discovering any such condition.

The WPC manager must inspect dewatering activities:

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

10-1.03.F PAYMENT:

Full compensation for construction site management, including furnishing all labor, materials, tools, equipment, and incidentals and for fully complying with the provisions in this section and for doing all the work involved in spill prevention and control, material management, waste management, non-storm water management, and dewatering and identifying, sampling, testing, handling, and disposing of hazardous waste resulting from contractor activities, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, shall be considered as included in the contract price paid for the various items of work involved and no separate payment will be made therefor.

10-1.04 MAINTAINING TRAFFIC

10-1.04.A GENERAL:

Attention is directed to the provisions of Section 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in these sections.

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

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

The Contractor shall conduct operations in such a manner that access of abutting residences and businesses along the road is not obstructed. Care shall be taken by the Contractor so that materials or equipment placed or parked within the County road right of way will not block driveways or other access means used by the adjacent property owners.

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

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

The Contractor will not be permitted to work on two sides of any road at a time without a temporary road closure conforming to Section 10-1.04C, "Temporary Road Closures," of these Special Provisions. All work on one side of the road shall be completed as required prior to the beginning of construction operations on the other side of the road.

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

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

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

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

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

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

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

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

The contract lump sum price paid for "TRAFFIC CONTROL SYSTEM" shall include full compensation for furnishing all labor (except for flagging costs), materials including signs, tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system and for furnishing and operating the pilot car (including driver, radios, other equipment, and labor required), as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

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

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

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

10-1.04.B TRAFFIC CONTROL SYSTEM FOR LANE CLOSURES:

A traffic control system shall consist of closing traffic lanes in conformance with the details shown on the Plans, the provisions of Section 12, "Construction Area

Traffic Control Devices," of the Standard Specifications, the provisions of "Maintaining Traffic" and "Construction Area Signs" of these Special Provisions, and these Special Provisions.

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

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

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

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

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

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

10-1.04.C TEMPORARY PAVEMENT DELINEATION:

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

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

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

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

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

Where "no passing" centerline pavement delineation is obliterated, the following "no passing" zone signing shall be installed prior to opening the lanes to public traffic. W20-1 (ROAD WORK AHEAD) signs shall be installed from 1,000 feet to 2,000 feet in advance of "no passing" zones. R4-1 (DO NOT PASS) signs shall be installed at the beginning and at every 2,000-foot interval within "no passing" zones. For continuous zones longer than 2 miles, W7-3a or W71(CA) (NEXT \_\_\_\_\_ MILES) signs shall be installed beneath the W20-1 signs installed in advance of "no passing" zones. R4-2 (PASS WITH CARE) signs shall be installed at the end of "no passing" zones. The exact location of "no passing" zone signing will be as determined by the Engineer and shall be maintained in place until permanent "no passing" centerline pavement delineation has been applied. The signing for "no passing" zones shall be removed when no longer required for the direction of public traffic. The signing for "no passing" zones shall conform to the provisions in "Construction Area Signs" of these special provisions, except for payment.

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

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

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

10-1.04.D CONSTRUCTION AREA SIGNS:

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

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

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

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

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

The base material of construction area signs shall not be plywood. Used sign panels, in good repair as determined by the Engineer, may be furnished. If determined by the Engineer, signs damaged by any cause shall be replaced by the Contractor at the Contractor's own expense. Repair to construction area sign panels will not be allowed, except when approved by the Engineer. At nighttime under vehicular headlight illumination, sign panels that exhibit irregular luminance, shadowing, or dark blotches shall be immediately replaced at the Contractor's expense.

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

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes. The post hole diameter, if backfilled with portland cement concrete, shall be at least 4 inches greater than the longer dimension of the post cross section.

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

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

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

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

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

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

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

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

**10-1.05 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.

10-1.05.A REMOVE TRAFFIC STRIPE AND MARKINGS:

Remove Traffic Stripe shall consist of the removal of all painted and thermoplastic striping and pavement markers including underlying adhesive within rumble strip limits, 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.

Before obliterating any pavement delineation (traffic stripes, 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 or markers.

Waste from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking contains lead chromate in average concentrations greater than or equal to 5 mg/L Soluble Lead or 1,000 mg/kg Total Lead. Residue produced from the removal of yellow thermoplastic and yellow paint contains heavy metals in concentrations that exceed thresholds established by the California Health and Safety Code and Title 22 of the California Code of Regulations. The Contractor shall assume that the residue is not regulated under the Federal Resource Conservation and Recovery Act (RCRA). Yellow thermoplastic and yellow paint may produce toxic fumes when heated.

The removed yellow thermoplastic and yellow paint shall be disposed of at a Class 1 disposal facility in conformance with the requirements of the disposal facility operator within 10 days after accumulating 220 pounds of residue and dust. The Contractor shall make necessary arrangements to test the yellow thermoplastic and yellow paint residue as required by the disposal facility and these Special Provisions. Testing shall include, at a minimum, (1) Total Lead by EPA Method 6010B and Chromium by EPA Method 7000 series, (2) Soluble Lead and Chromium by California Waste Extraction Test, and (3) Soluble Lead and Chromium by Toxicity Characteristic Leaching Procedure. From the first 222 gallons of waste, or portion thereof if less than 222 gallons of waste are produced, a minimum of four randomly selected samples shall be taken and analyzed individually. Samples shall not be composited. From each additional 888 gallons of waste, or portion thereof if less than 888 gallons are produced, a minimum of one additional random sample shall be taken and analyzed. Each sample shall be homogenized prior to analysis by the laboratory performing the analyses. A sample aliquot sufficient to cover the amount necessary for the total and the soluble analyses shall then be taken. This aliquot shall be homogenized a second time and the total and soluble (if necessary) run on this aliquot. The homogenization process shall not include grinding of the samples. The

Contractor shall submit the name and location of the disposal facility and analytical laboratory along with the testing requirements to the Engineer not less than 5 days prior to the start of removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking. The analytical laboratory shall be certified by the Department of Health Services Environmental Laboratory Accreditation Program for all analyses to be performed. Test results shall be provided to the Engineer for review prior to signing a waste profile as requested by the disposal facility, prior to issuing an EPA identification number, and prior to allowing removal of the waste from the site.

The Contractor shall prepare a project specific Lead Compliance Plan to prevent or minimize worker exposure to lead while handling removed yellow thermoplastic and yellow paint residue. Attention is directed to Title 8, California Code of Regulations, Section 1532.1, "Lead," for specific Cal-OSHA requirements when working with lead.

The Lead Compliance Plan shall contain the elements listed in Title 8, California Code of Regulations, Section 1532.1(e)(2)(B). Before submission to the Engineer, the Lead Compliance Plan shall be approved by an Industrial Hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene. The Plan shall be submitted to the Engineer at least 7 days prior to beginning removal of yellow thermoplastic and yellow paint.

Prior to removing yellow thermoplastic and yellow painted traffic stripe and pavement marking, personnel who have no prior training, including County personnel, shall complete a safety training program provided by the Contractor that meets the requirements of Title 8, California Code of Regulations, Section 1532.1, "Lead," and the Contractor's Lead Compliance Program.

Personal protective equipment, training, and washing facilities required by the Contractor's Lead Compliance Plan shall be supplied to County personnel by the Contractor. The number of County personnel will be 3.

Where grinding or other methods approved by the Engineer are used to remove yellow thermoplastic and yellow painted traffic stripe and pavement marking, the removed residue, including dust, shall be contained and collected immediately. Collection shall be by a high efficiency particulate air (HEPA) filter equipped vacuum attachment operated concurrently with the removal operations or other equally effective methods approved by the Engineer. The Contractor shall submit a written work plan for the removal, storage, and disposal of yellow thermoplastic and yellow painted traffic stripe and pavement marking to the Engineer for approval not less than 7 days prior to the start of the removal operations. Removal operations shall not be started until the Engineer has approved the work plan.

The removed yellow thermoplastic and yellow painted traffic stripe and pavement marking residue shall be stored and labeled in covered containers. Labels shall conform to the provisions of Title 22, California Code of Regulations, Sections 66262.31 and 66262.32. Labels shall be marked with date when the waste is

generated, the words "Hazardous Waste," composition and physical state of the waste (for example, asphalt grindings with thermoplastic or paint), the word "Toxic," the name and address of the Engineer, the Engineer's telephone number, contract number, and Contractor or subcontractor. The containers shall be a type approved by the United States Department of Transportation for the transportation and temporary storage of the removed residue. The containers shall be handled so that no spillage will occur. The containers shall be stored in a secured fenced enclosure at a location within the project limits until disposal, as approved by the Engineer.

If the yellow thermoplastic and yellow painted traffic stripe and pavement marking residue is transported to a Class 1 disposal facility as a hazardous waste, a manifest shall be used, and the transporter shall be registered with the California Department of Toxic Substance Control. The Engineer will obtain the United States Environmental Protection Agency Identification Number and sign all manifests as the generator within 2 working days of receiving sample test results and approving the test methods.

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.

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

10-1.05.B REMOVE PAVEMENT MARKERS:

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

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

10-1.05.C PROTECTION OF SURVEY MONUMENTS

The Contractor shall preserve existing survey monuments in place in accordance with the procedure described in Section 10-1.01 "Order of Work" of these Special Provisions.

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

10-1.06 MICRO-SURFACING

GENERAL

### Summary

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

### Submittals

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

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

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

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

### Mix Design

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

The mix design proportions must comply with:

**Micro-Surfacing Mix Design Proportion Limits**

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

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

### Micro-Surfacing Mix Design Tests

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

Note:

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

### Mix Design Report

The mix design report must include:

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

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

4. A comparison of each individual material's test results to its specified values. The Engineer accepts mix design reports prepared within the

previous 12 months of this project's mix design report submittal if the test results are for the same materials.

5. The quantitative moisture effects on the aggregate's unit weight determined under ASTM C 29M.

#### Quality Control and Assurance

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

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

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

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

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

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

#### MATERIALS

##### Micro-Surfacing Emulsion

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

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

MSE must comply with:

**Micro-Surfacing Emulsion**

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

Note:

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

Residue by evaporation must comply with:

**Micro-Surfacing Emulsion Residue By Evaporation**

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

Water and Additives

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

Mineral Filler

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

Aggregate

Aggregate must be free of:

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

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

Aggregate grading must comply with:

### **Aggregate Grading**

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

Aggregate properties excluding mineral filler must comply with:

### **Micro-surfacing Aggregate**

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

Notes:

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

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

## CONSTRUCTION

### Proportioning

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

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

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

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

Proportion MSE using a positive displacement pump.

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

### Mixing and Spreading Equipment

#### General

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

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

### Continuous Self-Loading Mixing Machine

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

### Truck Mounted Mixer-Spreaders

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

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

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

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

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

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

### Spreader Box

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

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

The leading strike-off device must be:

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

The final strike-off device must be:

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

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

### Shoulder Equipment

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

### Scratch Course Box

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

### Wheel Path Depression (Rut) Box

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

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

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

### Weather Conditions

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

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

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

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

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

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

### Test Strip

Construct a micro-surfacing test strip:

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

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

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

#### Preparation For Micro-surfacing

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

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

1. Temperature
2. Surface texture
3. Dryness

#### Micro-surfacing Placement

Spread micro-surfacing in compliance with:

**Micro-surfacing Spread Rates**

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

Notes:

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

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

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

Keep hand tools available to remove spillage.

#### Joints

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

1. Uniform
2. Straight
3. Neat in appearance

4. Butt-type joints
5. Without material build-up
6. Without uncovered areas

Place longitudinal joints:

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

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

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

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

#### Finished Surface

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

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

#### Repair Of Early Distress

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

#### MEASUREMENT

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

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

#### PAYMENT

The contract item price paid per ton for “MICRO-SURFACING (TYPE II)” includes full compensation for furnishing all labor, materials, tools, equipment,

and incidentals for doing all the work involved in micro-surfacing, complete in place, including developing and submitting mix designs, removal of thermoplastic markings cleaning pavement, as shown on the plans, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

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

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

The contract item price paid per ton for wheel path depression repair includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in wheel path depression repair, complete in place, as shown on the plans, as specified in these special provisions and the Standard Specifications, and as ordered by the Engineer.

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

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

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

10-1.07 COLORED MICRO-SURFACING:

Colored Micro-surfacing shall consist of mixing a synthetic bitumen emulsion, pigment, aggregate, additives, and water and spreading the mixture on a surface or pavement where shown on the plans, as specified in these specifications and these Special Provisions, and as directed by the Engineer.

Colored Micro-surfacing is specialized material and is similar to a standard Micro-surfacing, however, the synthetic bitumen emulsion based colored Micro-surfacing is highly resistant to wear. The high bonding strength of the polymer-

modified binder ensures durable bonding to the pavement surface and increases the life of the pavement. The colored Micro-surfacing enhances appearance and provides high-visibility marking and delineation of bike lanes, crosswalks, pedestrian areas, and traffic calming schemes.

10-1.07.A MATERIALS:

The materials for colored Micro-surfacing immediately prior to mixing shall conform to the following requirements:

- a. Synthetic Bitumen Emulsion: Synthetic Bitumen Emulsion is a cationic, slow setting emulsion based on synthetic bitumen, to which polymers have been added. The emulsion is designed in such a way that the mixing with fine aggregates and a small portion of cement will result in a rapid setting system. The Synthetic Bitumen Emulsion shall be “milky” white in color prior to the addition of the pigment and shall cure to a transparent film. The synthetic bitumen emulsion shall conform to the following requirements.

<b>Test on Synthetic Bitumen Emulsion</b>	<b>Method of Test</b>	<b>Requirement</b>
Viscosity (ISO 4 mm, 25°C) sec.	ASTM D244	30-60
Evaporation Residue %, Minimum	ASTM D244	56
<b>Test on Residue from Distillation Test</b>	<b>Method of Test</b>	<b>Requirement</b>
Penetration, (100g, 25°C, 5s)	ASTM D5	50-170
Softening Point (Ring & Ball), °C	ASTM D36	43 min.
Asphaltenes, % (in n-Pentane)	ASTM D3279	>2

- b. Pigment Paste: The pigment paste shall be a mixture of pigment (45-55%) and water (45-55%) and shall meet the following requirements:

<b>Test</b>	<b>Color</b>	<b>Method of Test</b>	<b>Requirement</b>
Solid Content	Red	ASTM D3926	Approx. 50%
PH	Red	ASTM E70	<5
Specific Gravity	Red	ASTM D153-84	1.70 – 1.90 G/cm <sup>3</sup>

- c. Water: Water shall be potable.
- d. Aggregate: Aggregate shall consist of sound, durable, crushed stone or crushed gravel and approved mineral filler. The material shall be free from vegetable matter and other deleterious substances. Aggregates shall be 100% crushed with no rounded particles. The percentage composition by weight of the aggregate shall conform to the following grading:

<b>PERCENTAGE PASSING</b>		
<b>Sieve Sizes</b>	<b>Type I</b>	<b>Type II</b>
3/8" (9.5 mm)	---	100
No. 4 (4.75 mm)	100	90-100
No. 8 (2.36 mm)	90-100	65-90
No. 16 (1.18 mm)	60-90	40-70
No. 30 (600 um)	40-65	25-50
No. 200 (75 um)	10-20	5-15

The aggregate shall also conform to the following quality requirements:

<b>Test</b>	<b>Method of Test</b>	<b>Requirement</b>	
		<b>Type I</b>	<b>Type II</b>
Sand Equivalent	California Test 217 or ASTM D2417	45 min.	55 min.
Durability Index	California Test 229	55 min.	55 min.

<b>Approximate Application Rate</b>		
	<b>Type I</b>	<b>Type II</b>
Pounds/Square Yard	8-12	10-15

- e. Mineral Filler: The mineral filler shall be either Portland cement or other approved mineral fillers, if required. Portland cement if used, shall be free of lumps and clods.

10-1.07.B **MIX DESIGN:**

At least 7 working days before colored Micro-surfacing placement commences, the Contractor shall submit to the Engineer for approval a laboratory report of tests and proposed mix design covering the specific materials to be used on the project. The percentage of synthetic bitumen emulsion and pigment paste proposed in the mix design shall be within the percentage range specified in Section "Proportioning".

The Contractor shall submit sample plates of the proposed colored mix for pre-approval prior to construction.

The test and mix design shall be performed by a laboratory capable of performing the applicable International Slurry Seal Association (ISSA) tests. The proposed colored Micro-surfacing mixture shall conform to the requirements specified when tested in accordance with the following tests:

<b>Test</b>	<b>ISSA Test Method</b>	<b>Requirement</b>
Slurry Seal Consistency, cm	TB 106	3 max
Wet Stripping	TB 114	Pass
Compatibility	TB 115	Pass (a)
Cohesion Test (b), kg-com within 1 hour	TB 139	20 min.

- (a.) Mixing test must pass at the maximum expected air temperature at the project site during application.
- (b.) Using project source aggregate asphalt emulsion and set-control agents if used.

The laboratory test results shall be provided in a report and shall be signed by the laboratory that performed the tests and mix design and shall show the results of the tests on individual materials, comparing the test results to those required by the specifications. The report shall clearly show the proportions of aggregate, filler (as determined from the tests, minimum and maximum), water (minimum and maximum), asphalt solids content based on the dry weight of aggregate and set-control agent usage. Previous laboratory reports covering the same materials may be accepted provided they are made during the same calendar year.

10-1.07.C PROPORTIONING:

The synthetic bitumen emulsion shall be added at a rate determined by the mix design and within the following range of percent by mass of the dry aggregate.

<b>Type of Aggregate</b>	<b>Range</b>
Type I	14-18%
Type II	14-18%

The pigment paste shall be added to synthetic bitumen emulsion at a rate that will allow the cured colored Micro-surfacing to comply with the color reference in Section 2.02B “Pigment Paste.” The pigment paste shall not exceed four percent by mass of the dry aggregate.

The pigment paste shall be pre-mixed with the synthetic bitumen emulsion.

A job mix design shall be submitted by the Contractor for approval by the Engineer that conforms to the specification limits, and that is suitable for the traffic, climate conditions, curing conditions and final use.

The colored Micro-surfacing mixture shall be proportioned by the operation of a single start/stop switch or lever that automatically sequences the introduction of aggregate, synthetic bitumen emulsion, pigment paste, admixtures, if used, and water to the pug mill.

Calibrated flow meters shall be provided to measure both the addition of water and liquid additives to the pug mill. If necessary for workability, a retarding agent, that will not adversely affect the seal, may be used.

Water, and retarding agent if used, shall be added to ensure proper workability.

10-1.07.D MIXING AND SPREADING EQUIPMENT:

The color Micro-surfacing shall be mixed in a self-propelled mixing machine equipped with a continuous flow pugmill capable of accurately delivering and automatically proportioning the aggregate, synthetic bitumen emulsion, pigment paste, water and additives to the pugmill. The pugmill shall be a double shafted, multi-blade pugmill mixer capable of minimum speeds of 200 revolutions per minutes.

The mixing machine shall have sufficient storage capacity of aggregate, emulsified synthetic bitumen, and water to maintain an adequate supply to the proportioning controls.

The mixing machine shall be equipped with hydraulic controls for proportioning the material by volume to the pugmill. Each material control device shall be calibrated, properly marked, preset and lockable at the direction of the Engineer. The mixing machine shall be equipped with a peristaltic pump to insure proper delivery of synthetic bitumen emulsion without shearing the emulsion. Other types of pumps are not allowed. The mixing machine shall be equipped with a water pressure system and nozzle type spray bars to provide a water spray immediately ahead of the spreader box.

The mixing machine shall be equipped with an approved fines feeder that provides a uniform, positive, accurately metered, predetermined amount of a mineral filler, if used, at the same time and location that the aggregate is fed.

The colored Micro-surfacing mixture shall be uniformly spread by means of a controlled spreader box conforming to the following requirements:

The spreader shall have strips of flexible rubber belting or similar material on each side of the spreader box and in contact with the pavement to prevent loss of colored Micro-surfacing from the box. The box shall have baffles, or other suitable devices, to insure uniform application on super-elevated sections and shoulder slopes. Spreader boxes shall be maintained in such a manner as to prevent chatter (wash boarding) or other surface defects that will affect the esthetic value of the finished colored Micro-surfaced mat.

The rear flexible strike-off blade shall make close contact with the pavement and shall be capable of being adjusted to the various crown shapes so as to apply a uniform colored Micro-surfacing.

Colored Micro-surfacing mixture, to be spread in areas inaccessible to the controlled spreader box, may be spread by other approved methods.

10-1.07.E PLACING:

The colored Micro-surfacing shall not be placed if either the pavement or the air temperature is below 55° F (13°C) and falling, but may be applied when both the air and pavement temperature is 45° F (7°C) or above and rising. The mixture shall not be applied if high relative humidity prolongs the curing beyond a reasonable time.

Before placing the colored Micro-surfacing, the pavement surface shall be cleaned by sweeping, flushing or other means necessary to remove all loose particles of paving, all dirt and all other extraneous material.

Immediately before commencing the colored Micro-surfacing, all surface metal utility covers (including survey monuments) shall be protected by thoroughly covering the surface with an appropriate adhesive and paper or plastic. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned of colored Micro-surfacing material by the end of the same workday.

Hand tools shall be available in order to remove spillage. Ridges or bumps in the finished surface will not be permitted. The mixture shall be uniform and homogeneous after spreading on the existing surface and shall not show separation of the emulsion and aggregate after setting.

Adequate means shall be provided to protect the colored Micro-surfacing from damage from traffic until such time that the mixture has cured sufficiently so that the colored Micro-surfacing will not adhere to and be picked up by the tires of the vehicles.

Any deviations from the specifications shall not be made without prior written approval from the project engineer.

10-1.07.F MEASUREMENT AND PAYMENT:

Colored Micro-surfacing will be measured and paid for by the square foot for the actual surface areas covered.

The contract price paid per ton for “COLORED MICRO-SURFACING (TYPE II)” shall include full compensation for furnishing all labor, materials, tools and equipment, and incidentals, and for doing all the work involved in the furnishing and placing of the colored Micro-surfacing complete in place, including removal of thermoplastic markings, cleaning the surface and protecting the colored Micro-surfacing until it has set, all as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.







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

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

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

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

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

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

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

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

Equipment rental payment is full compensation for:

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

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

Before moving or loading the equipment, obtain authorization for the equipment rental's original location.

The Engineer determines rental costs:

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

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

Equipment rental rates include the cost of:

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

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

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

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

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

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

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

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

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

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

**Equipment Rental Hours**

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

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

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

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

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

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



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

**14-1 GENERAL**

**14-1.01 GENERAL**

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

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

**14-2 CULTURAL RESOURCES**

**14-2.01 GENERAL**

Reserved

**14-2.02 ARCHAEOLOGICAL RESOURCES**

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

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

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

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

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

**14-2.03 ARCHAEOLOGICAL MONITORING AREA**

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

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

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

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

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

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

**14-2.04 HISTORIC STRUCTURES**

Reserved

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

Reserved

## 14-4 NATIVE AMERICAN CONCERNS

Reserved

## 14-5 AESTHETICS

Reserved

## 14-6 BIOLOGICAL RESOURCES

### 14-6.01 GENERAL

Reserved

### 14-6.02 BIRD PROTECTION

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

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

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

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

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

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

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

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

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

Prevent nest materials from falling into waterways.

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

## 14-7 PALEONTOLOGICAL RESOURCES

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

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

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

## 14-8 NOISE AND VIBRATION

### 14-8.01 GENERAL

Reserved

### 14-8.02 NOISE CONTROL

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

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





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**SECTION 12. ENVIRONMENTAL PERMIT SUMMARY FORM**

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# SAN LUIS OBISPO COUNTY DEPARTMENT OF PUBLIC WORKS

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## ENVIRONMENTAL PERMIT SUMMARY FORM

**Date:** January 7, 2015

**To:** Don Spagnolo, Project Manager

**From:** Eric Wier, Environmental Programs Division *E Wier*

**Subject:** Environmental Review & Permit Status for the 2015 Pavement Management Projects; ED14-126 (300519, 300528 & 300525)

Project description: Pavement management in the community of Los Osos including: approximately 3.7 miles of overlay, 21 miles of surface treatment (microsurfacing), modification or replacement of approximately 20 curb ramps to comply with ADA access requirements, and moving the crosswalk across Pecho Valley Road from Monarch Lane to Montana Way.

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

Permit	Status	Attachments
CEQA Review	CE Class 1(c) signed 11/19/2014	X
NEPA Review	n/a	
Coastal Permit	CDP exempt memo signed 11/26/2014	X
CZMA	n/a	
CDFW	n/a	
USACOE 404	n/a	
NMFS ESA	n/a	
USFWS ESA	ReInitiated Biological Opinion for the Los Osos Wastewater Project (8-8-13-F-14R) <b>NOTE:</b> The curb ramp component of the project is not included in the biological opinion and has no coverage under the Endangered Species Act.	X

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

RWQCB 401	n/a	
NPDES	n/a	

**Summary Project Timeframe**

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

<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 Division 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>	Pavement Surface Treatment is limited to existing paved roadway surfaces.	County
<b>4</b>	<p>Environmental training sessions for all project-related personnel will be conducted by a Service-authorized biologist prior to the start of vegetation removal, grading, and ground disturbing construction-related activities.</p> <p>The worker environmental education program must be developed and presented by a Service-authorized biologist with experience in the identification of the Morro shoulderband snail and its habitat. The program must include descriptions and pictures of the Morro shoulderband snail, relevant provisions of the Endangered Species Act, specific measures being implemented to conserve the Morro shoulderband snail as they relate to the project and the project boundaries within which the work will occur, and identify a chain-of-command for all operational activities that would occur in Morro shoulderband snail habitat.</p> <p>Eric Wier, Kate Ballantyne, John Farhar, Katie Drexhage, Bob Sloan, Travis Belt, and Barrett Holland are authorized to present this program.</p>	County
<b>5</b>	Curb ramp construction areas with sensitive resources will be clearly marked with high visibility flagging or barrier fencing. Construction equipment and personnel will be restricted to the marked areas.	Contractor, with County guidance
<b>6</b>	Only Service-authorized biologists may survey for, monitor, capture, handle, or relocate Morro shoulderband snails. Eric Wier, Kate Ballantyne, John Farhar, Katie Drexhage, Bob Sloan, Travis Belt, and Barrett Holland are authorized to independently conduct such activities as described in the biological opinion. Trevis Warner is authorized to conduct such activities only under the direct supervision of one of the above persons.	County
<b>7</b>	Any project areas not identified in the project description and biological assessment for the proposed action must be surveyed for the presence of Morro shoulderband snail. Survey results must be provided to the Service to ensure that any effects to Morro shoulderband snail do not exceed that identified and analyzed in the biological opinion.	County

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8	A Service-authorized biologist must monitor the proposed project area(s) daily during work activities until completion of initial site disturbance at each project site and have the authority to stop project activities that occur outside the demarcated boundaries of the construction footprint until such time as identified Morro shoulderband snails can be relocated to suitable habitat out of harm's way or the Service is contacted regarding how to proceed regarding the presence of an unanticipated federally listed species within the work area. Eric Wier, Kate Ballantyne, John Farhar, Katie Drexhage, Bob Sloan, Travis Belt, and Barrett Holland are authorized to conduct such monitoring and to direct the cessation of any work activities if they are anticipated to exceed demarcated project boundaries.	County
9	The County must ensure that monitoring surveys are conducted as described in the project description and keep a detailed record of all Morro shoulderband snails captured and relocated, inclusive of the number of individuals, their capture site, and area of relocation.	County
10	In the event archaeological resources are unearthed during excavation activities associated with the project, work shall be stopped immediately, and the discovery shall be evaluated by a qualified archaeologist, pursuant to the procedures set forth at CEQA Section 15064.5. Any find shall be reported to the Environmental Coordinator.	Both
11	If human skeletal remains are found at the project site during earth moving activities, work shall be suspended and the San Luis Obispo County Coroner's Office shall be notified. Standard guidelines set by California law provides for the treatment of skeletal material of Native American origin (California Public Resources Code, Sections 5097.98 et seq.; Health and Safety Code, Section 7050.5 and others).	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.: Public Works - 2015 Pavement Management Projects; 300529 (ED14-126)**

<b>Project Location(Specific address):</b> Most of the streets in the community of Los Osos	<b>Project Applicant &amp; Phone No.:</b> Department of Public Works/(805) 781-5252
<b>Project Location(County):</b> San Luis Obispo	<b>Applicant Address (specific):</b> County Gov't. Ctr. Rm. 206, SLO, CA 93408

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

Pavement management in the community of Los Osos to include approximately 3.7 miles of overlay, 21 miles of surface treatment (microsurfacing), and modification or replacement of approximately 50 curb ramps to comply with ADA access requirements.

**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: c}
- Statutory Exemption {Sec.       }

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

Eric Wier, Environmental Resource Specialist

(805) 788-2766

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

Signature Ellen Carroll Date 11-19-2014

Name (Print) Ellen Carroll Title Environmental Coordinator



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

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:** November 21, 2014  
**To:** Ryan Hostetter, Senior Planner  
**From:** Eric Wier, Environmental Resource Specialist *EW*  
**Subject:** Request for Coastal Permit Determination: 2015 Pavement Management Project; ED14-126 (300519, 300528 & 300525)

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 proposes to conduct pavement management and associated ADA curb ramp improvements in the community of Los Osos. Approximately 3.7 miles of roadway will be overlaid, approximately 21 miles will receive surface treatment (microsurfacing), approximately 50 curb ramps will be modified or replaced to comply with current ADA access requirements, and the crosswalk across Pecho Valley Road at Monarch Lane will be moved to Montana Way. The Project involves: 1) preparing the road surfaces by grinding pavement (for overlay), sweeping away any loose dust and debris, and 2) applying the hot mix asphalt or microsurfacing material. The existing pavement in the segments to be overlaid is too degraded for surface treatment only. The microsurfacing treatment will help preserve the pavement's existing condition and extend its useful life.

All work will be on existing paved roadways, which have been highly disturbed by previously constructed improvements. No cultural resources or sensitive biological resources will be disturbed. The Environmental Coordinator has determined that the project is categorically exempt pursuant to CEQA.

**Project Location:**

The project site is most of the community of Los Osos.

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

*23.03.040 d(1) Maintain existing roadway & repair*

- 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

*11/26/14*  
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.

## **WORK LOCATION SCHEDULE**

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**2014-15 MICRO-SURFACING  
LOS OSOS, CA  
CONTRACT NUMBER 300528**

**BASE BID**

ROAD	FROM		TO		Length (feet)	Average Width (feet)		Paved Area (SY)	Spread Rate (lb/SY)	Weight Micro- surfacing (Type II) (tons)
Alexander Avenue	Los Osos Valley Road	Highland Drive	1400	37	5756	18	52			
Ash Street	Fearn Avenue	East End	478	21	1115	18	10			
Bayview Heights Drive	300 feet south of LOVR	Highland Drive	750	40	3333	18	30			
Broderson Avenue	Ramona Avenue	Binscarth Road	678	21	1582	18	14			
Broderson Avenue	Los Osos Valley Road	Highland Drive	1510	31	5201	18	47			
Bush Drive	Ferrell Avenue	Los Osos Valley Road	500	19	1056	18	10			
Butte Drive	West End	Solano Street	877	37	3605	18	32			
Del Norte Street	Howard Avenue	Monarch Street	1384	23	3537	18	32			
Don Avenue	Mitchell Drive	Henrietta Avenue	827	21	1930	18	17			
Donna Avenue	Binscarth Avenue	South End	956	22	2337	18	21			
Doris Avenue	Binscarth Avenue	South Court Street	868	22	2122	18	19			
Doris Avenue	Rosina	Highland Drive	624	29	2011	18	18			
Eighteenth Street	El Moro Avenue (bike path)	Paso Robles Avenue	717	27	2151	18	19			
Eighteenth Street	Pismo Avenue	Ramona Avenue	667	24	1779	18	16			
Eighth Street	Santa Maria Avenue	370 feet south of Santa Maria Ave.	370	20	822	18	7			
Eighth Street	410 feet north of Ramona Ave.	Santa Ynez Avenue	2460	21	5740	18	52			
Eighth Street	North End	215 feet south of Santa Ysabel	573	21	1337	18	12			
El Dorado Street	Howard Avenue	Monarch Street	1036	33	3799	18	34			
El Moro Avenue	South Bay Boulevard	East End	1097	31	3779	18	34			
Eleventh Street	North End	Los Olivos Avenue	6790	29	21879	18	197			
Fairchild Way	Los Olivos Avenue	Los Osos Valley Road	860	36	3440	18	31			
Fearn Avenue	Binscarth Avenue	Skyline Drive	1377	22	3366	18	30			
Ferrell Avenue	Bush Drive	Ninth Street	1500	19	3167	18	29			
Fifteenth Street	Santa Ysabel Avenue	234 feet north of Ramona Ave.	3158	21	7369	18	66			
Fifth Street	North End	South End	4252	21	9921	18	89			
First Street	Santa Lucia Avenue	Santa Ysabel Avenue	1377	21	3213	18	29			
Fourteenth Street	Santa Ysabel Avenue	San Luis Avenue	4085	21	9532	18	86			
Fourth Street	North End	Santa Ysabel Avenue	475	30	1583	18	14			
Fourth Street	261 feet north of El Moro Avenue	Pismo Avenue	1629	20	3620	18	33			
Fresno Street	Howard Avenue	Monarch Street	1050	33	3850	18	35			
Glenn Street	Howard Avenue	Monarch Street	1050	33	3850	18	35			
Grove Street	Pecho Road	Nancy Avenue	485	21	1132	18	10			

**2014-15 MICRO-SURFACING  
LOS OSOS, CA  
CONTRACT NUMBER 300528**

**BASE BID**

ROAD	FROM		TO		Length (feet)	Average Width (feet)	Paved Area (SY)	Spread Rate (lb/SY)	Weight Micro- surfacing (Type II) (tons)
Henrietta Avenue	Pecho Road		Pine Avenue		2161	23	5523	18	50
Highland Drive	End/Mar Vista Dr.		Bayview Heights Drive		5485	38	23159	18	208
Howard Avenue	West End		Solano Street		1758	38	7423	18	67
Humboldt Street	Howard Avenue		Monarch Street		1050	32	3733	18	34
Inyo Drive	Howard Avenue		Monarch Street		1050	33	3850	18	35
Lilac Avenue	West End		Palisades Avenue		4067	29	13105	18	118
Los Osos Valley Road	South Bay Boulevard		Clark Valley Road		7787	65	56239	18	506
Manzanita Drive	West End		East End		4235	29	13646	18	123
Maple Avenue	Binscarth Avenue		Henrietta Avenue		385	20	856	18	8
Mar Vista Drive	End/Highland Drive		Palisades Avenue		4464	29	14384	18	129
Mitchell Drive	Ramona Avenue		Pine Avenue		542	21	1265	18	11
Monarch Lane	West End		Pecho Valley Road		1835	38	7748	18	70
Mountain View Drive	Ramona Avenue		South End		3569	25	9914	18	89
Nancy Avenue	Garden Street		Skyline Drive		980	18	1960	18	18
Nevada Court	Butte Drive		South End		303	24	808	18	7
Ninth Street	Santa Ynez Avenue		Los Osos Valley Road		1381	23	3529	18	32
Ninth Street	North End		Paso Robles Avenue		1716	36	6864	18	62
Ninth Street	Ramona Avenue		North End		1171	20	2602	18	23
Nipomo Avenue	Twelfth Street		South Bay Boulevard		2335	24	6227	18	56
Palisades Avenue	North End		Los Osos Valley Road		1166	37	4794	18	43
Palisades Avenue	Los Osos Valley Road		South End		1411	37	5801	18	52
Pasadena Drive	80 feet north of Santa Ysabel Ave.		Baywood Way		470	20	1044	18	9
Paso Robles Avenue	Tenth Avenue		Fourteenth Street		1316	20	2924	18	26
Pecho Avenue	Binscarth Avenue		Los Osos Valley Road		2083	23	5323	18	48
Pismo Avenue	Sixteenth Street		South Bay Boulevard		1092	25	3033	18	27
Pismo Avenue	Tenth Avenue		Palisades Avenue		325	25	903	18	8
Ramona Avenue	Mitchell Drive		Fourth Street		2184	26	6309	18	57
Ramona Avenue	Ninth Street		Tenth Street		328	28	1020	18	9
Ravenna Avenue	Los Osos Valley Road		Highland Drive		1442	25	4006	18	36
Rosina Drive	Pecho Road		Doris Avenue		1216	22	2972	18	27
San Luis Avenue	West End		Sixth Street		210	22	513	18	5
San Luis Avenue	Thirteenth Street		East End		1572	21	3668	18	33

**2014-15 MICRO-SURFACING  
LOS OSOS, CA  
CONTRACT NUMBER 300528**

**BASE BID**

ROAD	FROM		TO		Length (feet)	Average Width (feet)	Paved Area (SY)	Spread Rate (lb/SY)	Weight Micro- surfacing (Type II) (tons)
Santa Lucia Avenue	Pasadena Drive		Fourth Street	656	22	1604	18	14	
Santa Maria Avenue	159 feet west of Fourth Street		Eleventh Street	2459	22	6011	18	54	
Santa Ynez Avenue	Eighth Street		165 feet east of Ninth Street	500	28	1556	18	14	
Santa Ynez Avenue	135 feet east of Twelfth Street		520 feet east of Fairchild Way	1040	28	3236	18	29	
Santa Ysabel Avenue	Pasadena Drive		First Street	482	21	1125	18	10	
Santa Ysabel Avenue	Second Street		South Bay Boulevard	5262	32	18709	18	168	
Second Street	Santa Lucia Avenue		El Moro Avenue	1826	36	7304	18	66	
Seventeenth Street	North End		Ramona Avenue	1510	28	4698	18	42	
Seventh Street	Ramona Avenue		San Luis Avenue	677	22	1655	18	15	
Seventh Street	323 Feet North of Nipomo Ave.		South End	673	22	1645	18	15	
Sixteenth Street	Barricade		Ramona Avenue	2566	21	5987	18	54	
Sixteenth Street	North End		Barricade	1420	27	4260	18	38	
Sixth Street	Santa Ysabel Avenue		South End	4479	21	10451	18	94	
Skyline Drive	Solano Street		Pecho Road	470	37	1932	18	17	
Skyline Drive	Pine Avenue		East End	497	27	1491	18	13	
Solano Street	Butte Drive		Howard Avenue	724	37	2976	18	27	
South Bay Boulevard	Los Osos Valley Road		Bay Oaks Drive	665	31	2291	18	21	
Tenth Street	Santa Ynez Avenue		Los Olivos Avenue	720	43	3440	18	31	
Third Street	Santa Lucia Avenue		El Moro Avenue	2042	24	5445	18	49	
Thirteenth Street	North End		Santa Ysabel Avenue	653	20	1451	18	13	
Thirteenth Street	Ramona Avenue		Nipomo Avenue	1364	21	3183	18	29	
Thirteenth Street	Santa Maria Avenue		Paso Robles Avenue	1356	22	3315	18	30	
Twelfth Street	North End		Santa Ynez Avenue	2960	22	7236	18	65	
Van Beurden Drive	West End		South Bay Boulevard	238	20	529	18	5	
Vine Street	Pine Avenue		Broderson Avenue	514	22	1256	18	11	
Woodland Drive	West End		Palisades Avenue	4045	29	13034	18	117	

**BASE BID - Subtotals**    146,747    27.79 Miles

469,875    **4229**

**2014-15 MICRO-SURFACING  
LOS OSOS, CA  
CONTRACT NUMBER 300528**

**ADDITIVE BID 1 - VISTA DE ORO ESTATES**

ROAD	FROM	TO	Length (feet)	Average Width (feet)	Paved Area (SY)	Spread Rate (lb/SY)	Weight Micro- surfacing (Type II) (tons)	
								Length (feet)
Montana Way	Pecho Valley Road	East End	790	37	3248	18	29	
Los Arboles Way	North End	South End	740	37	3042	18	27	
Los Padres Court	Los Arboles Way	East End	309	33	1133	18	10	
Vista Court	West End	East End	853	33	3128	18	28	
			<b>2,692</b>	<b>0.51 Miles</b>	<b>10,551</b>		<b>95</b>	
			<b>ADDITIVE BID 1 - Subtotals</b>					

**ADDITIVE BID 2 - OAK RIDGE**

ROAD	FROM	TO	Length (feet)	Average Width (feet)	Paved Area (SY)	Spread Rate (lb/SY)	Weight Micro- surfacing (Type II) (tons)	
								Length (feet)
Bay Oaks Drive	South Bay Boulevard	East End	1200	36	4800	18	43	
Oak Ridge Drive	Los Osos Valley Road	Las Encinas Drive	1506	37	6191	18	56	
Tierra Drive	Bay Oaks Drive	East End	1675	33	6142	18	55	
Las Encinas Drive	West End	East End	1518	33	5566	18	50	
Osos Court	Bay Oaks Drive	South End	206	34	778	18	7	
Redwood Court	Las Encinas Drive	North End	620	34	2342	18	21	
Conejo Court	Tierra Drive	West End	97	43	463	18	4	
			<b>6,822</b>	<b>1.29 Miles</b>	<b>26,283</b>		<b>237</b>	
			<b>ADDITIVE BID 2 - Subtotals</b>					



## PLANS

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
-	300528	1	4

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

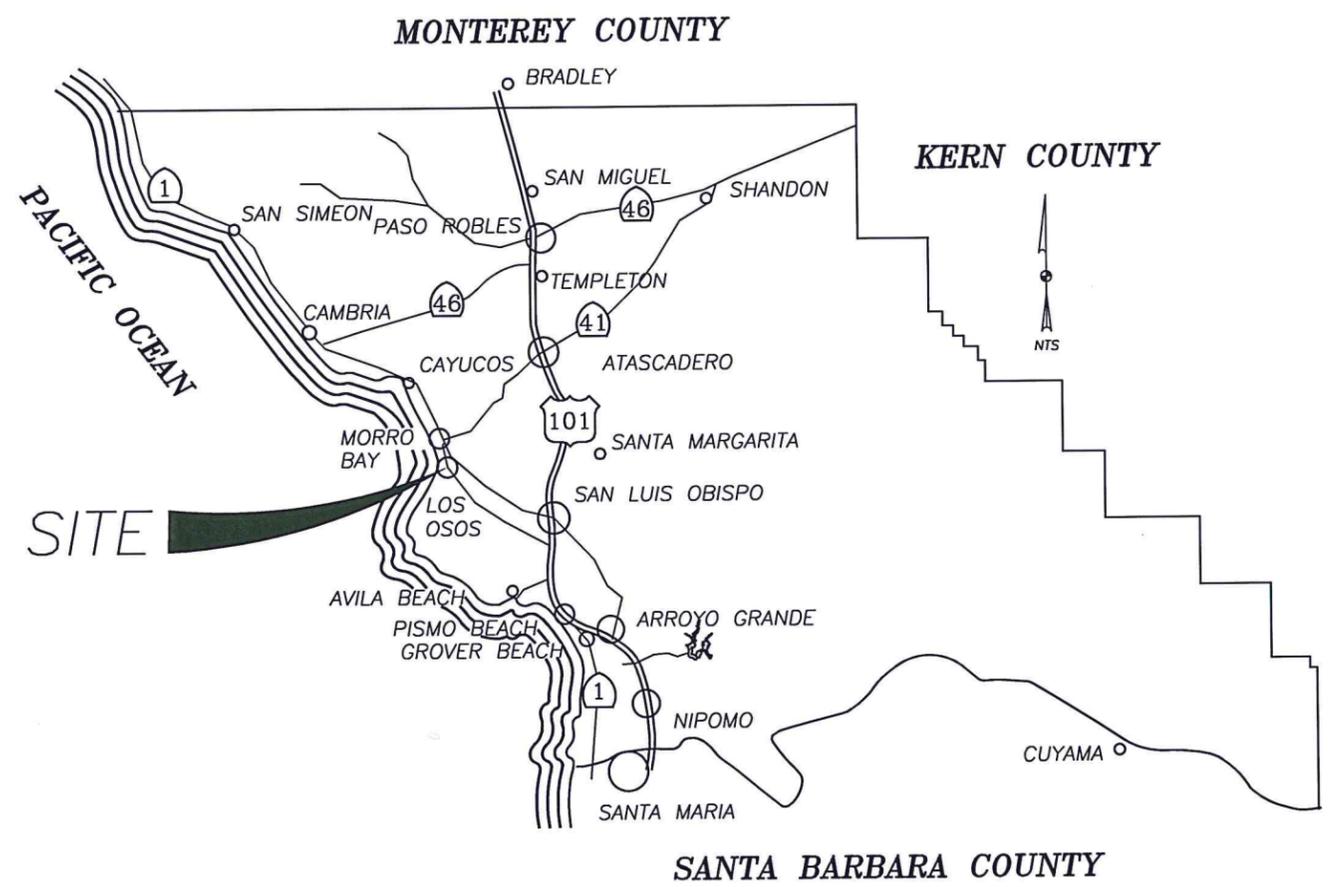
**2014-15 MICRO-SURFACING  
 LOS OSOS, CA  
 CONTRACT NO. 300528**

APPROVED: OB APK ,20 15  
  
 WADE HORTON DIRECTOR OF PUBLIC WORKS  
 R.C.E. 64745

To Be Supplemented By State Standard Plans Dated May, 2006

INDEX OF SHEETS

SHEET NO. 1	TITLE SHEET
SHEET NO. 2	MICRO-SURFACING OVERVIEW MAP
SHEET NO. 3	LOS OSOS VALLEY ROAD - BASE BID
SHEET NO. 4	ADDITIVE BID SITES



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 speciality 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 subcontracting the remaining work in accordance with Section 8-1.01, "Subcontracting," of the Standard Specifications.



CALL BEFORE YOU DIG  
 1-800-227-2600

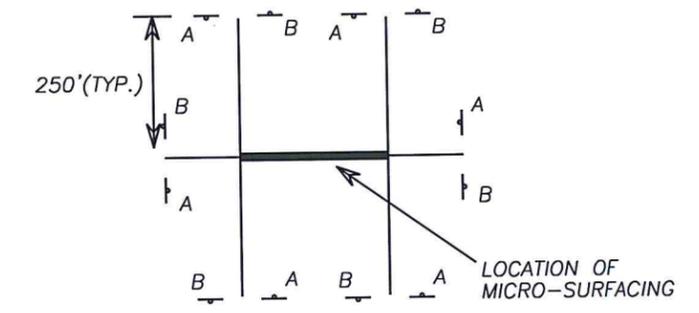
2014-15 MICRO-SURFACING - LOS OSOS, CA					
TITLE PAGE					
SAN LUIS OBISPO COUNTY, CA					
Designer	Date	Drawn By	Date	Design Manager	Date
J. WHALEN	4/2015	JLAMBERT	4/2015	J. WERST	4/2015

V:\PROJECTS\WBS\_300528 - 2015 MICRO-SURFACING - LOS OSOS\300528 - LOSOSOS - OVERLAY AND ADA.DWG, 4/8/2015 10:52 AM, 11x17BW-NORMAL.cad, JEFFREY A. LAMBERT



ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
-	300528	2	4

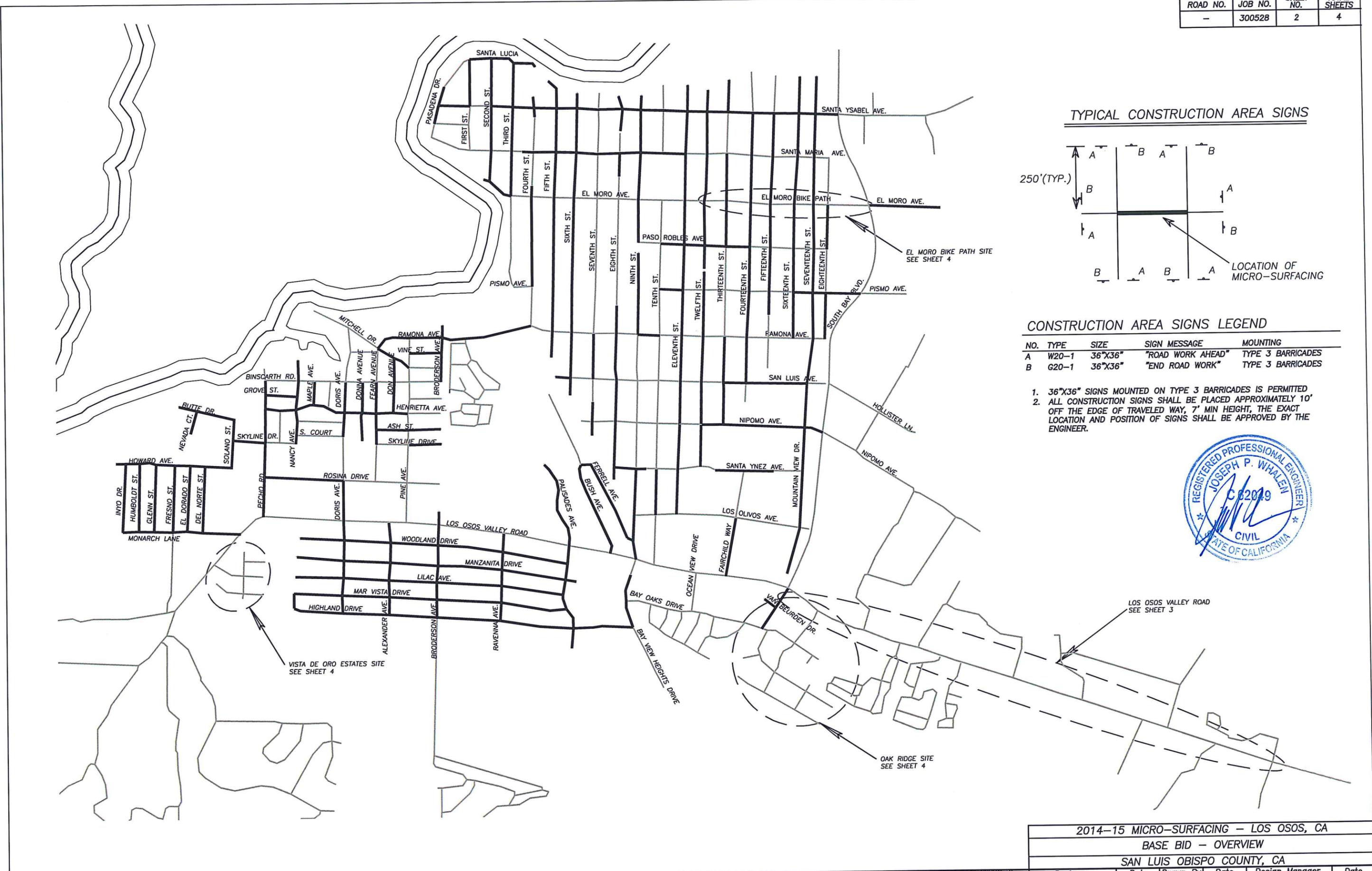
TYPICAL CONSTRUCTION AREA SIGNS



CONSTRUCTION AREA SIGNS LEGEND

NO.	TYPE	SIZE	SIGN MESSAGE	MOUNTING
A	W20-1	36"x36"	"ROAD WORK AHEAD"	TYPE 3 BARRICADES
B	G20-1	36"x36"	"END ROAD WORK"	TYPE 3 BARRICADES

- 36"x36" SIGNS MOUNTED ON TYPE 3 BARRICADES IS PERMITTED
- ALL CONSTRUCTION SIGNS SHALL BE PLACED APPROXIMATELY 10' OFF THE EDGE OF TRAVELED WAY, 7' MIN HEIGHT, THE EXACT LOCATION AND POSITION OF SIGNS SHALL BE APPROVED BY THE ENGINEER.



0 1 2 3  
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

V:\PROJECTS\WBS 300528 - 2015 MICRO-SURFACING - LOS OSOS\300528 - LOSOSOS - OVERLAY AND ADDING, 4/8/2015 10:52 AM, 11x17BW-NORMAL.ctb, JEFFREY A. LAMBERT

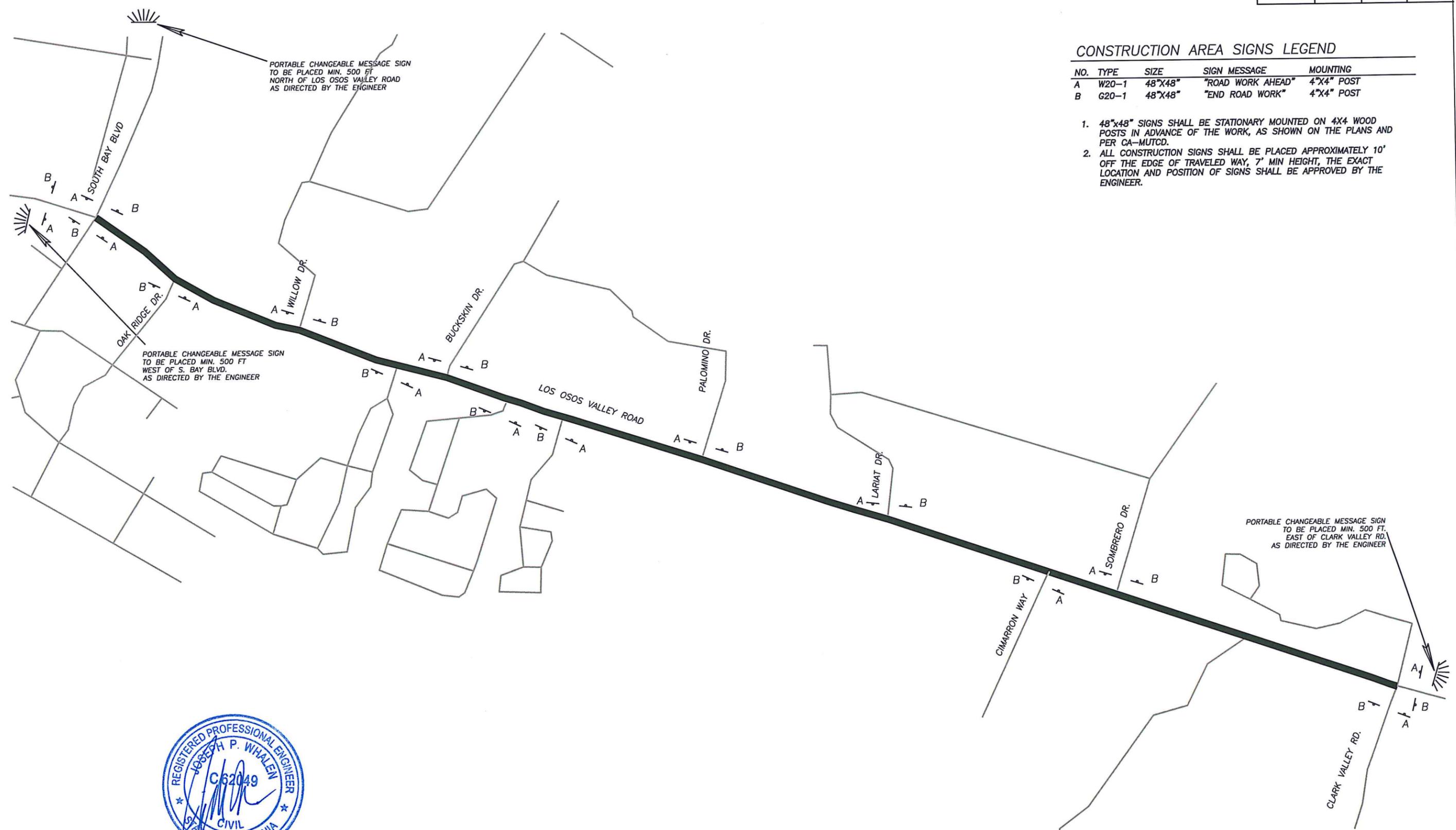
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BASE BID - OVERVIEW					
SAN LUIS OBISPO COUNTY, CA					
Designer	Date	Drawn By	Date	Design Manager	Date
J. WHALEN	4/2015	JLAMBERT	4/2015	J. WERST	4/2015

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
-	300528	3	4

**CONSTRUCTION AREA SIGNS LEGEND**

NO.	TYPE	SIZE	SIGN MESSAGE	MOUNTING
A	W20-1	48"X48"	"ROAD WORK AHEAD"	4"X4" POST
B	G20-1	48"X48"	"END ROAD WORK"	4"X4" POST

- 48"x48" SIGNS SHALL BE STATIONARY MOUNTED ON 4X4 WOOD POSTS IN ADVANCE OF THE WORK, AS SHOWN ON THE PLANS AND PER CA-MUTCD.
- ALL CONSTRUCTION SIGNS SHALL BE PLACED APPROXIMATELY 10' OFF THE EDGE OF TRAVELED WAY, 7' MIN HEIGHT, THE EXACT LOCATION AND POSITION OF SIGNS SHALL BE APPROVED BY THE ENGINEER.



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ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

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2014-15 MICRO-SURFACING - LOS OSOS, CA					
LOS OSOS VALLEY ROAD - BASE BID					
SAN LUIS OBISPO COUNTY, CA					
Designer	Date	Drawn By	Date	Design Manager	Date
J. WHALEN	4/2015	JLAMBERT	4/2015	J. WERST	4/2015

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
-	300528	4	4

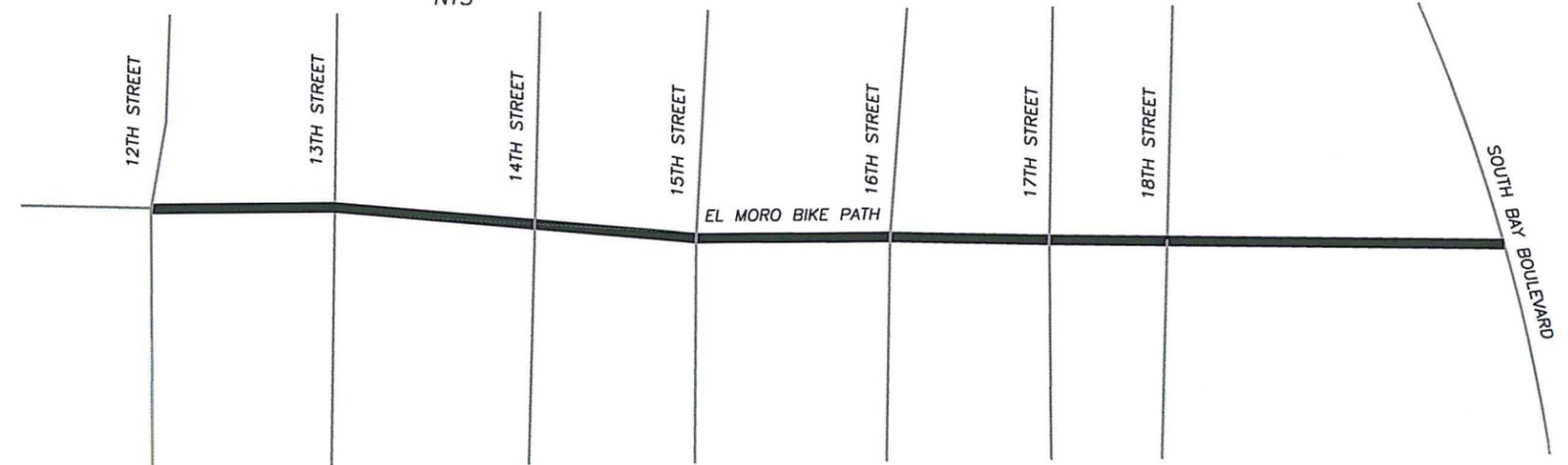
VISTA DE ORO ESTATES SITE

NTS



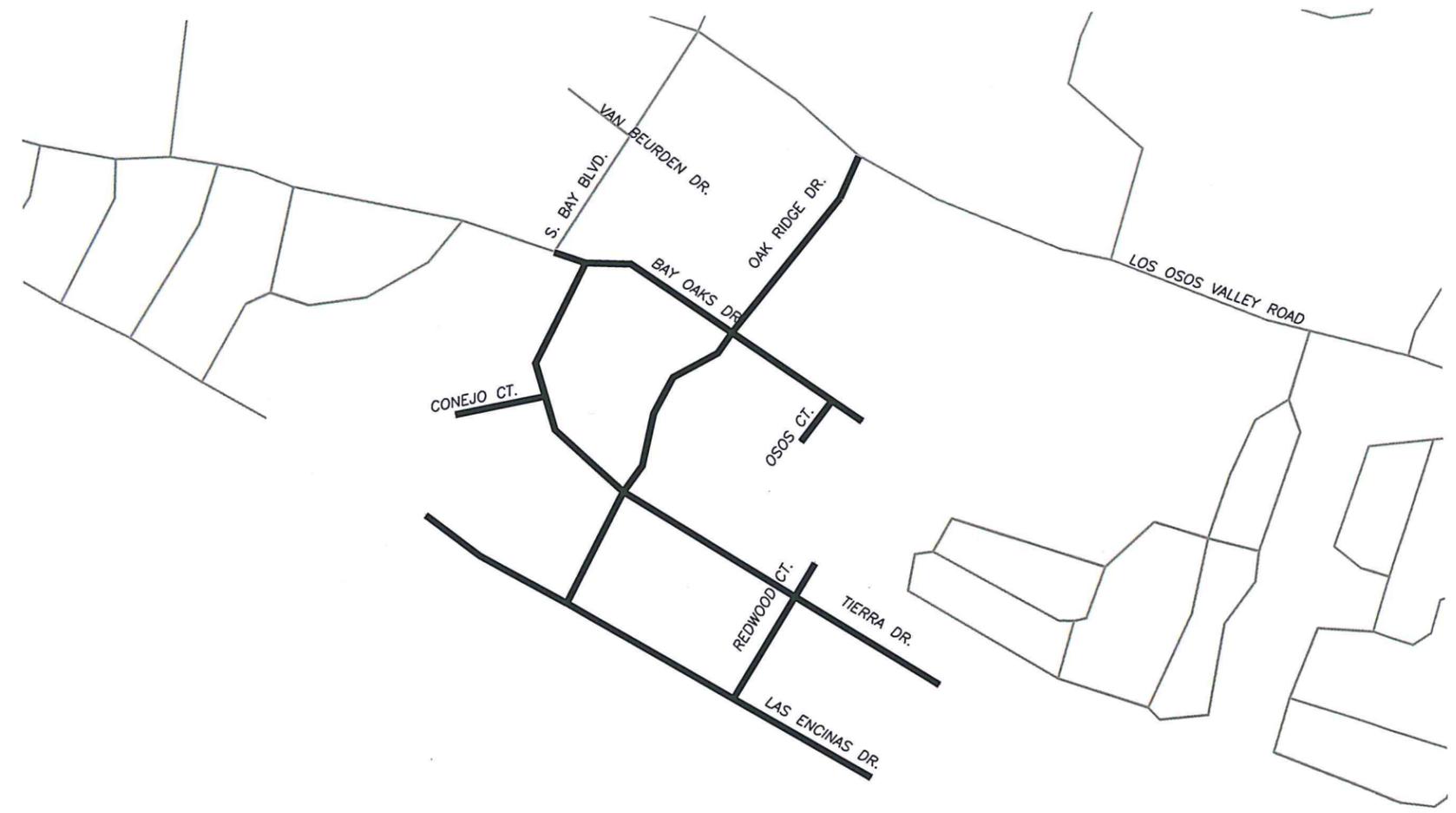
EL MORO BIKE PATH SITE

NTS



OAK RIDGE SITE

NTS



0 1 2 3  
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

2014-15 MICRO-SURFACING - LOS OSOS, CA					
ADDITIVE BID SITES					
SAN LUIS OBISPO COUNTY, CA					
Designer	Date	Drawn By	Date	Design Manager	Date
J. WHALEN	4/2015	JLAMBERT	4/2015	J. WERST	4/2015