

**2015-16 CHIP SEAL  
VARIOUS COUNTY ROADS  
SAN LUIS OBISP COUNTY, CA  
CONTRACT NO. 300563**

## TABLE OF CONTENTS

	<b>Beginning w/ Page No.</b>
<b>NOTICE AND INSTRUCTIONS TO BIDDERS .....</b>	<b>1</b>
NOTICE TO BIDDERS .....	2
BID PROTESTS AND OTHER CHALLENGES TO AWARD OF CONSTRUCTION CONTRACTS.....	5
SPECIAL INSTRUCTIONS TO BIDDERS .....	6
<b>BID PROPOSAL AND FORMS.....</b>	<b>7</b>
BID PROPOSAL .....	8
ADDENDA ACKNOWLEDGMENT .....	10
BIDDERS INFORMATION LIST .....	12
DESIGNATION OF SUBCONTRACTORS FORM – BASE BID.....	13
DESIGNATION OF SUBCONTRACTORS FORM – ADDITIVE BID 1 .....	14
DESIGNATION OF SUBCONTRACTORS FORM – ADDITIVE BID 2.....	15
DESIGNATION OF SUBCONTRACTORS FORM – ADDITIVE BID 3.....	16
BIDDER'S NON-COLLUSION DECLARATION (STATE FORM) .....	17
BIDDER'S BOND .....	18
<b>CONTRACT AGREEMENT .....</b>	<b>21</b>
AGREEMENT .....	23
PERFORMANCE BOND.....	35
PAYMENT BOND.....	38
<b>SPECIAL PROVISIONS .....</b>	<b>41</b>
SECTION 1. SPECIFICATIONS AND PLANS.....	45
1-1.01 SPECIFICATIONS AND PLANS.....	45
1-1.02 ORDER OF PRECEDENCE .....	45
SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS .....	47
2-1.01 PROPOSAL REQUIREMENTS AND CONDITIONS .....	47
2-1.02 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS .....	48
SECTION 3. AWARD AND EXECUTION OF CONTRACT .....	49
3-1.01 AWARD OF CONTRACT .....	49
3-1.02 CONTRACT BONDS.....	49
3-1.03 EXECUTION OF CONTRACT .....	50

SECTION 4. PROSECUTION AND PROGRESS OF THE WORK .....	51
4-1.01    GENERAL .....	51
4-1.02    LIQUIDATED DAMAGES.....	51
4-1.03    CONTRACT SUBMITTALS .....	51
4-1.04    MANDATORY PRE-CONSTRUCTION CONFERENCE.....	52
SECTION 5. GENERAL AND MISCELLANEOUS .....	53
5-1.01    DEFINITIONS AND TERMS .....	53
5-1.02    SCOPE OF WORK.....	53
5-1.03    CONTROL OF WORK.....	54
5-1.04    PREVAILING WAGE.....	55
5-1.05    PRESERVATION OF PROPERTY .....	57
5-1.06    PROGRESS SCHEDULE.....	57
5-1.07    MEASUREMENT AND PAYMENT .....	57
5-1.08    CLAIMS.....	60
5-1.09    AUDIT OF RECORDS.....	68
5-1.10    CONTRACTOR’S REPORTS.....	69
5-1.11    REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES .....	69
5-1.12    SUBCONTRACTING .....	69
5-1.13    CONSTRUCTION SUBMITTALS .....	70
5-1.14    LEGAL ADDRESS OF THE CONTRACTOR.....	71
5-1.15    WEEKLY PROGRESS MEETINGS .....	71
5-1.16    SURFACE MINING AND RECLAMATION ACT .....	71
5-1.17    SUPPLEMENTAL WORK PAYMENTS .....	71
5-1.18    SOLID WASTE MANAGEMENT .....	72
SECTION 6. (BLANK).....	75
SECTION 7. (BLANK).....	75
SECTION 8. (BLANK).....	75
SECTION 9. DESCRIPTION OF WORK.....	9-1
SECTION 10. CONSTRUCTION DETAILS.....	10-1
SECTION 11. AMENDMENT TO STANDARD SPECIFICATION .....	11-1
SECTION 12. ENVIRONMENTAL PERMIT SUMMARY FORM.....	12-1
SECTION 13. RULES GOVERNING BID PROTESTS AND OTHER CHALLENGES TO AWARDS OF CONSTRUCTION CONTRACTS .....	13-1

SECTION 14. CALTRANS ENCROACHMENT PERMIT ..... 14-1

**WORK LOCATION SCHEDULE**

**PROJECT PLANS**

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

**NOTICE AND INSTRUCTIONS  
TO BIDDERS**

**FOR**

**2015-16 CHIP SEAL  
VARIOUS COUNTY ROADS  
SAN LUIS OBISP COUNTY, CA  
CONTRACT NO. 300563**

**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 Monday, \_\_\_\_\_, 20\_\_, which bids will then be opened and declared at 3:15 o'clock P.M. on the above mentioned date at a public meeting at 1055 Monterey Street, Room D-120, by the County Clerk, for the following Public Works Project (hereinafter "Project"):

**2015-16 CHIP SEAL  
VARIOUS COUNTY ROADS  
SAN LUIS OBISPO COUNTY, CA  
CONTRACT NO. 300563**

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

An official bound copy of a reduced size set of the Project Plans, the Agreement, the Special Provisions, and blank forms suitable for use in bidding on said work may be obtained from the Department of Public Works, Room 206, County Government Center, San Luis Obispo, CA 93408 and may be purchased therefrom for \$ \_\_\_\_\_, (tax included), per bound copy, said purchase cost not to be refunded. Such documents must be purchased from the Department of Public Works in order to be recognized as an official planholder. No bid will be considered which is not on the forms herein provided. A full size set of the Project Plans and cross sections, if available, are charged separately at the department's current rates and will be provided only upon request.

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 – BASE BID”, “DESIGNATION OF SUBCONTRACTORS – ADDITIVE BID ITEM 1”, “DESIGNATION OF SUBCONTRACTORS – ADDITIVE BID ITEM 2”, and “DESIGNATION OF SUBCONTRACTORS – ADDITIVE BID ITEM 3”, forms for listing subcontractors, as required, is included in the section titled “Bid Proposal and Forms” of the Contract Documents. These forms must be completed and submitted with bidder's bid proposal.

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

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

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

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

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

Within five (5) calendar days, not including Saturdays, Sundays, and legal holidays, after receipt of notice that the contract has been awarded, the successful bidder, shall execute a written contract with the County in the form prescribed herein.

At the time of execution of the contract, the successful bidder shall submit the certificates of insurance stipulated in Article 7 of the Agreement, and, in addition thereto, shall furnish a “Performance Bond” in the sum of one hundred percent (100%) of the contract base bid plus the each additive bid item, if added by the County, to guarantee the performance of the contract, and a “Payment Bond” in the sum of one hundred percent (100%) of the contract base bid plus each additive bid item, if added by the County. 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 206, County Government Center, 976 Osos Street, San Luis Obispo, CA 93408; Attention: Design Engineer.

## **SPECIAL INSTRUCTIONS TO BIDDERS**

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

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

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

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

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

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

**BID PROPOSAL AND FORMS**

**FOR**

**2015-16 CHIP SEAL  
VARIOUS COUNTY ROADS  
SAN LUIS OBISP COUNTY, CA  
CONTRACT NO. 300563**

**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**

**2015-16 CHIP SEAL PROJECT  
VARIOUS COUNTY ROADS  
SAN LUIS OBISPO COUNTY, CA  
CONTRACT NO. 300563  
BID PROPOSAL**

**BASE BID - SITE 1 - SAN MIGUEL AREA**

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
1	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
2	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
3	128650	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA		
4	373900	ASPHALTIC EMULSION (PMCRS-2h)	22	TON		
5	375021	SCREENINGS (MEDIUM FINE)	170	TON		
6	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	0.5	TON		
7		ALLOWANCE FOR SUPPLEMENTAL FLAGGING AND TRAFFIC CONTROL	1	LS	LUMP SUM	\$ 5,000.00
<b>TOTAL SITE 1 BID</b>						

**BASE BID - SITE 2 - ATASCADERO AREA**

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
8	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
9	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
10	128650	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA		
11	373900	ASPHALTIC EMULSION (PMCRS-2h)	45	TON		
12	375021	SCREENINGS (MEDIUM FINE)	345	TON		
13	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	1	TON		
14		ALLOWANCE FOR SUPPLEMENTAL FLAGGING AND TRAFFIC CONTROL	1	LS	LUMP SUM	\$ 5,000.00
<b>TOTAL SITE 2 BID</b>						

**BASE BID - SITE 3 - POZO AREA**

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
15	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
16	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
17	128650	PORTABLE CHANGEABLE MESSAGE SIGN	1	EA		
18	373900	ASPHALTIC EMULSION (PMCRS-2h)	238	TON		
19	375021	SCREENINGS (MEDIUM FINE)	1807	TON		
20	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	5.1	TON		
21		ALLOWANCE FOR SUPPLEMENTAL FLAGGING AND TRAFFIC CONTROL	1	LS	LUMP SUM	\$ 5,000.00
<b>TOTAL SITE 3 BID</b>						

**BASE BID - SITE 4 - NIPOMO AREA**

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
22	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
23	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
24	128650	PORTABLE CHANGEABLE MESSAGE SIGN	3	EA		
25	373900	ASPHALTIC EMULSION (PMCRS-2h)	162	TON		
26	375021	SCREENINGS (MEDIUM FINE)	1230	TON		
27	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	3	TON		
28		ALLOWANCE FOR SUPPLEMENTAL FLAGGING AND TRAFFIC CONTROL	1	LS	LUMP SUM	\$ 5,000.00
<b>TOTAL SITE 4 BID</b>						

**ADDITIVE BID 1 - SITE 2 - ATASCADERO AREA (EL CAMINO REAL)**

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
40	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
41	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
42	373900	ASPHALTIC EMULSION (PMCRS-2h)	55	TON		
43	375021	SCREENINGS (MEDIUM FINE)	419	TON		
43	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	0.7	TON		
44		ALLOWANCE FOR SUPPLEMENTAL FLAGGING AND TRAFFIC CONTROL	1	LS	LUMP SUM	\$ 5,000.00

**ADDITIVE BID 1 - SITE 2 - ATASCADERO AREA (EL CAMINO REAL)****ADDITIVE BID 2 - SITE 5 - SOUTH COUNTY AREA (DIVISION STREET)**

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
29	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
30	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
31	373900	ASPHALTIC EMULSION (PMCRS-2h)	79	TON		
32	375021	SCREENINGS (MEDIUM FINE)	603	TON		
33	374001	ASPHALTIC EMULSION (FOG SEAL COAT)	2	TON		
34		ALLOWANCE FOR SUPPLEMENTAL FLAGGING AND TRAFFIC CONTROL	1	LS	LUMP SUM	\$ 5,000.00

**ADDITIVE BID 2 - SITE 5 - SOUTH COUNTY AREA (DIVISION STREET)**

**ADDITIVE BID 3 - SITE 5 - SOUTH COUNTY AREA (OSO FLACO LAKE ROAD)**

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
35	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	
36	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	
37	373900	ASPHALTIC EMULSION (PMCRS-2h)	35	TON		
38	375021	SCREENINGS (MEDIUM FINE)	267	TON		
38	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	0.8	TON		
39		ALLOWANCE FOR SUPPLEMENTAL FLAGGING AND TRAFFIC CONTROL	1	LS	LUMP SUM	\$ 5,000.00

**ADDITIVE BID 3 - SITE 5 - SOUTH COUNTY AREA (OSO FLACO LAKE ROAD)**

<b>BASE BID SITES</b>	
<b>ADDITIVE BID 1 TOTAL</b>	
<b>ADDITIVE BID 2 TOTAL</b>	
<b>ADDITIVE BID 3 TOTAL</b>	

<b>TOTAL BASE BID, ADDITIVE BIDS 1, 2 &amp; 3</b>	
---	--

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

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

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

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

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

- BIDDERS INFORMATION LIST
- DESIGNATION OF SUBCONTRACTORS – BASE BID
- DESIGNATION OF SUBCONTRACTORS – ADDITIVE BID 1
- DESIGNATION OF SUBCONTRACTORS – ADDITIVE BID 2
- DESIGNATION OF SUBCONTRACTORS – ADDITIVE BID 3
- 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 base bid. The proceeds thereof shall become the property of the County of San Luis Obispo if the proposal is withdrawn after the time fixed in the Notice to Bidders for the opening of bids, or if, in case this bid is accepted by said Board of Supervisors and such bidder has received notice that the contract has been awarded to him/her, the undersigned shall fail within five (5) 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 five (5) 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.

---

---

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 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**

## **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 – BASE BID**

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

- a. The name and location of the place of business of each subcontractor who will perform work or labor, or render service to the undersigned Prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the undersigned Prime Contractor's total bid or in the case of bids for the construction of streets and highways, including bridges, in excess of one-half of one percent or ten thousand dollars (\$10,000), whichever is greater.\*
- b. The portion of the work which will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion. If the subcontractor is not performing all of the work under the bid item number(s) listed for that subcontractor, the bidder shall set forth the portion of the work relating to said bid item number(s) that will be done by the subcontractor.

A-13

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

By:

---

(Bidder's Signature/Printed Name and Title/Company Name)

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

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

**RETURN THIS FORM WITH YOUR BID PROPOSAL**

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

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

- a. The name and location of the place of business of each subcontractor who will perform work or labor, or render service to the undersigned Prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the undersigned Prime Contractor's total bid or in the case of bids for the construction of streets and highways, including bridges, in excess of one-half of one percent or ten thousand dollars (\$10,000), whichever is greater.\*
- b. The portion of the work which will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion. If the subcontractor is not performing all of the work under the bid item number(s) listed for that subcontractor, the bidder shall set forth the portion of the work relating to said bid item number(s) that will be done by the subcontractor.

A-14

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

By:

---

(Bidder's Signature/Printed Name and Title/Company Name)

NOTES: \* When there is a failure to list a subcontractor, as required, the law provides that the Contractor agrees to do the work with his or her own forces. In such case, bidder must be authorized to perform said work. Any bid not complying with the provisions hereof may be rejected.  
 \*\* Pursuant to Labor Code Section 1771.1, no contractor or subcontractor may be listed on the bid proposal for this public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

**RETURN THIS FORM WITH YOUR BID PROPOSAL**

**DESIGNATION OF SUBCONTRACTORS FORM – ADDITIVE BID 2**

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.

A-15

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

By:

---

(Bidder's Signature/Printed Name and Title/Company Name)

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

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

**RETURN THIS FORM WITH YOUR BID PROPOSAL**

**DESIGNATION OF SUBCONTRACTORS FORM – ADDITIVE BID 3**

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.

A-16

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

By:

---

(Bidder's Signature/Printed Name and Title/Company Name)

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

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

**RETURN THIS FORM WITH YOUR BID PROPOSAL**

**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:

**2015-16 CHIP SEAL  
VARIOUS COUNTY ROADS  
SAN LUIS OBISP COUNTY, CA  
CONTRACT NO. 300563**

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 five (5) 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**

**2015-16 CHIP SEAL  
VARIOUS COUNTY ROADS  
SAN LUIS OBISP COUNTY, CA  
CONTRACT NO. 300563**

THIS PAGE LEFT BLANK INTENTIONALLY

## 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

**2015-16 CHIP SEAL  
VARIOUS COUNTY ROADS  
SAN LUIS OBISPO COUNTY, CA  
CONTRACT NO. 300563**

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. 300563, properly executed certificates of insurance clearly evidencing the coverage, limits, and endorsements specified in this Agreement. Further, at the County's request, the Contractor shall provide certified copies of the insurance policies within thirty days of request.

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

#### 7.04 ABSENCE OF INSURANCE COVERAGE

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

#### 7.05 SPECIAL RISKS OR CIRCUMSTANCES

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

## ARTICLE 8 – INDEMNIFICATION

### 8.01 A.1 GENERAL

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

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

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

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

Contractor's obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnatee, 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 Indemnatee'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 Indemnatee(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 Indemnatee 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 Indemnatee. The Contractor's obligation to defend the Indemnatee(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  
WADE HORTON

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

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

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

Date: 04 JAN 2016

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

APPROVED AS TO FORM AND  
LEGAL EFFECT:

RITA L. NEAL  
County Counsel

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

Date: 12/11/15

**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**

**2015-16 CHIP SEAL  
VARIOUS COUNTY ROADS  
SAN LUIS OBISP COUNTY, CA  
CONTRACT NO. 300563**

THIS PAGE LEFT BLANK INTENTIONALLY

CONTRACT NO. 300563

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

**PREPARED BY:**



*Mark K Davis*  
PROJECT ENGINEER

12/15/15  
DATE

*J/B West*  
DESIGN ENGINEER



12/29/15  
DATE

**RECOMMENDED FOR APPROVAL AND ADVERTISING BY:**

*Dave Flynn*  
DEPUTY PUBLIC WORKS DIRECTOR

12/30/15  
DATE

**APPROVED BY:**

*[Signature]*  
PUBLIC WORKS DIRECTOR

04 JAN 2016  
DATE

THIS PAGE LEFT BLANK INTENTIONALLY

## SECTION 1. SPECIFICATIONS AND PLANS

### 1-1.01 SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006 (hereinafter called, "Standard Specifications"), the Standard Plans of the State of California, Department of Transportation, dated May 2006 (hereinafter called, "Standard Plans"), except to the extent said Standard Specifications and/or Standard Plans are modified by these Special Provisions or any other portion of the Contract Documents. Wherever State Agencies, Departments, or Officers are referred to in the above mentioned Standard Specifications and Standard Plans, the comparable County of San Luis Obispo Agency, Department, or Officer having jurisdiction shall be meant thereby for the purpose of these Contract Documents.

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

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

### 1-1.02 ORDER OF PRECEDENCE

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

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

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

1. Written numbers and notes on a drawing govern over graphics;
2. A detail drawing governs over a general drawing;
3. A detail specification governs over a general specification;
4. A specification in a section governs over a specification referenced by that section.

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

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

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

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

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

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

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

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

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

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

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

substituting the words, “General and Special Provisions” for the words, “Proposal and Contract”. The last sentence of the last paragraph is hereby deleted.

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

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

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

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

## 2-1.02 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

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

The bidder shall complete and submit four “DESIGNATION OF SUBCONTRACTORS” forms with bidder's bid proposal in order to be considered responsive, one form for the base bid and one form for each of the three additive bid items.

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

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

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

The award of contract, if it be awarded, will be to the 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 60 calendar days after the opening of proposals, and bidder agrees to be bound by its bid, including all of its bid prices, for the entire 60 day period.

If the lowest responsible bidder refuses or fails to execute the contract, the Board of Supervisors of the County of San Luis Obispo may award the contract to the second lowest responsible bidder. Such award, if made, will be made within 90 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 120 calendar days after the opening of proposals. The periods of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the County of San Luis Obispo and the bidder concerned.

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

The successful bidder shall furnish two (2) bonds:

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

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

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

contract bonds, and such actions shall not in any way affect the obligations of the surety on the bonds.

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

3-1.03 EXECUTION OF CONTRACT

The contract shall be signed by the successful bidder and returned, together with the contract bonds, copy of insurance policies, and Certificates of Insurance, with documents to verify any self insurance coverage within five (5) 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 42 WORKING DAYS for the base work and 5 ADDITIONAL WORKING DAYS FOR ADDITIVE BID 1, 3 ADDITIONAL DAYS FOR ADDITIVE BID 2, AND 3 ADDITIONAL DAYS FOR ADDITIVE BID 3 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 five (5) calendar days, not including Saturdays, Sundays, and legal holidays, of the Contractor's receipt of the fully executed contract:

- Storm Water Pollution Prevention Plan or Water Pollution Control Plan (as required by the Special Provisions) – 3 copies
- Recycling Plan
- Proposed Progress Schedule
- Identity of Project Safety Officer

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

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

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

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

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

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

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

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

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

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

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

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

Section 1-1.26, “Liquidated Damages,” of the Standard Specifications is hereby amended to read: “The amount prescribed in Section 4, “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 13<sup>th</sup> paragraph of Section 9-1.01, "Measurement of Quantities," of the Standard Specifications shall be amended to read as follow: "Whenever pay quantities of materials are determined by weighting, the scales shall be operated by a weighmaster licensed in accordance with provisions of the California Business and Professions Code, Division 5, Chapter 7. The Contractor shall furnish a Public Weighmaster's certificate, or a private Weighmaster's certificate (load slip) with each load and a Daily Record of Platform Scale Weights. The Weighmaster's certificates shall be numbered consecutively to correspond with the Daily Record of Platform Scale Weights. The Daily Record

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

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

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

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

### **General**

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

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

### **Application for Payment**

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

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

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

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

Applications for Payment shall include the following:

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

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

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

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

each progress payment made; and (2) the County shall pay respective retained amount(s) with subsequent payments upon acceptance of portions of the work, as determined by the Engineer.”

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

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

#### 5-1.08 CLAIMS

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

#### 5-1.08A GENERAL

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

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

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

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

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

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

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

(b) The Contractor shall provide the Engineer the opportunity to examine the site of the Disputed Work as soon as reasonably possible, and in no event later than five (5) days from the date of the Initial Notice of Potential Claim. Throughout the processing of the Contractor's potential Claim, the Contractor shall provide the Engineer a reasonable opportunity to examine the site of the Disputed Work within five (5) days of the date of Engineer's written request therefor.

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

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

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

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

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

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

(i) The rights of the Engineer to request further records, documents, or information from the Contractor regarding a Claim are for the sole benefit of the Engineer, and may be exercised at their sole discretion. Any failure by the Engineer to exercise its rights does not provide the Contractor any excuse for not providing all of the records, documents, and other information it is requested to provide under Section 5-1.08 or any other provision of the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) If the Disputed Work is not completed within thirty (30) days, the Contractor shall, every thirty (30) days until the Disputed Work ceases, submit to the Engineer an updated Supplemental Notice of Potential Claim that shall update and quantify all of the information required in the Supplemental Notice of Potential Claim. The Contractor's failure to so quantify costs and schedule impacts every thirty (30) days shall result in a waiver of the Claim for that 30-day period. Any supplemental notice or updated notice that states that the requested adjustment of Contract Price and/or Contract Time will be provided or determined at a later date, or that any damages, costs, schedule impacts, and/or any other analysis will be provided or determined at a later date, shall be deemed to be not in compliance with this Section 5-1.08, and shall result in the Contractor waiving its Claim.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For Claims of less than fifty thousand dollars (\$50,000), the Engineer shall respond in writing to the Notice of Final Claim within forty-five (45) days of receipt thereof, or may request, in writing, within thirty (30) days of said receipt, any additional documentation relating to the Claim or any defenses to the Claim the County may have against the Contractor. The Contractor shall comply with the request within the reasonable time deadlines provided by the Engineer in the request. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the County and the Contractor. The written response to the Notice of Final Claim shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

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

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

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

For Claims less than or equal to \$375,000, if the Contractor disputes the written response to the Claim, or if a written response is not submitted within the time prescribed above, the Contractor may so notify the Engineer and County, in writing, either within fifteen (15) days of receipt of the written response or within fifteen (15) days of the Engineer’s failure to respond within the time

prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such a timely demand by the Contractor, the Engineer shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute. Within thirty (30) days after such conference, a final written response to the Claim shall be issued which will serve as the new final decision on the Claim. Pursuant to Public Contract Code section 20104.6, the County shall not fail to pay money as to any portion of a Claim which is undisputed, except as otherwise provided in the Contract Documents.

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

For Claims over three hundred seventy-five thousand dollars (\$375,000), the Engineer shall respond in writing to the Notice of Final Claim within sixty (60) days of receipt thereof Claim, or may request, in writing, within forty-five (45) days of said receipt, any additional information or documentation relating to the Claim or any defenses to the Claim the County may have against the Contractor. The Contractor shall comply with the request within the reasonable time deadline provided by the Engineer in the request. If any additional information is thereafter requested by the Engineer, it shall likewise be provided by the Contractor within the reasonable time deadline provided by the Engineer in such follow-up request. The written response to the Notice of Final Claim shall be submitted to the Contractor within thirty (30) days after receipt of such further information and documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or documentation, whichever is greater. The Contractor may request an informal conference to meet and confer for settlement of the issues in dispute, but the Contractor shall have no right to demand such a conference. Neither the requesting of any such conference by the Contractor or the Engineer, nor the holding of such conference shall affect the date of the final decision on the Claim. No written communications of the Engineer and/or the County sent to the Contractor after any such conference will change the date of the final decision on the Claim unless the writing expressly states that the date of the final decision is being changed to a new specific date.

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

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

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

5-1.08B OTHER REQUIREMENTS RELATING TO CLAIMS

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

For all Claims not resolved as a result of the Section 5-1.08A procedures, the Contractor must submit each Claim in a Government Code Section 910 form of claim for final investigation and consideration of its settlement prior to initiation of any litigation on any such Claim, as required by Government Code Section 945.4. Pursuant to Government Code Section 930.2, the one-year period in Government Code Section 911.2 is hereby reduced to 150 days. This time deadline is measured from the accrual date of each separate cause of action.

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

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

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

5-1.09 AUDIT OF RECORDS

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

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

5-1.10 CONTRACTOR'S REPORTS

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

5-1.11 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

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

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

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

5-1.12 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 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.

5-1.17 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.

5-1.18 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		
Contract Number			Contractor Phone		Contractor Fax
Total Contract Amount			Street Address		
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

A-73

**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>			
		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>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"/>		
<b>Information Required</b>					
Print Name and Title			Signature		Date

A-74

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

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

**SECTION 8. (*BLANK*)**

THIS PAGE LEFT BLANK INTENTIONALLY

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

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

THIS PAGE LEFT BLANK INTENTIONALLY

## SECTION 10. CONSTRUCTION DETAILS

### 10-1.01 ORDER OF WORK:

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

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

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

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

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

Attention is directed to Section 12 "Environmental Permit Summary Form".

The Contractor's attention is directed to Section 10-1.06 "Caltrans Encroachment Permit"

Public traffic shall be permitted to pass through the construction zone at all times.

**No lane closures on Thompson Avenue will be permitted between the hours of 0700-0830 and 1600-1800.**

**No lane closures will be permitted on Friday afternoon preceding a three-day weekend of a federal holiday.**

The Contractor's attention is directed to the provisions of "Maintaining Traffic," "Existing Highway Facilities," "Seal Coat," 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 traffic stripes as specified in "Temporary Pavement Delineation" of these special provisions.

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

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 prices paid for the items of work involved and no additional compensation will be allowed therefor. Permanent pavement delineation will be constructed by the County, and temporary pavement delineation shall be maintained by the Contractor until replaced with permanent pavement delineation by County forces within 14 days of completion of chip seal. Temporary pavement delineation shall be removed by the Contractor when, as determined by the Engineer, the temporary pavement delineation conflicts with the permanent pavement delineation.

Prior to applying emulsion, 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 seal coat 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 for items of work involved, 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 5 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.

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

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

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

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

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

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

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

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

10-1.04.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.

Traffic shall be controlled through the project in conformance with the current Caltrans Standard Plans for traffic control and these Special Provisions. In addition, the Engineer reserves the right to request a site specific traffic control plan from the Contractor. **In all cases, traffic delays associated with any proposed lane closures shall be limited to 10 minutes.**

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 to be placed. The pilot car shall have radio contact with personnel in the work area and a maximum speed of the pilot car through the traffic control zone shall be 25 miles-per-hour.

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

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

Costs for flagging in accordance with Section 7-1.09, "Public Safety," and supplemental traffic control ordered by the Engineer in accordance with Section 7-1.08, "Public Convenience," of the Standard Specifications will be paid for under supplemental work item "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.C TEMPORARY PAVEMENT DELINEATION:

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

responsibilities specified in Section 7-1.09, "Public Safety," of the Standard Specifications.

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. 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.

#### 10-1.05 PORTABLE CHANGEABLE MESSAGE SIGNS

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 in Section 10-1.01, "Order of Work," of these Special Provisions.

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

#### 10-1.06 CALTRANS ENCROACHMENT PERMIT

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

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

The Contractor's encroachment permit application shall state that it is a "Blanket Permit" for Permit Number 0515 NTK 0678. A copy of the encroachment permit is included to this Contract. The work requiring a Caltrans encroachment permit includes traffic control and construction area signs on all State highways adjacent

to the work. The Contractor shall be required to adhere to the requirements of the encroachment permit. The Contractor shall contact the State Permit Inspector (telephone 805-549-3151) 48 hours prior to commencing work to arrange a pre-job meeting.

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

10-1.07 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.

10-1.07.A REMOVE TRAFFIC STRIPE AND MARKINGS:

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

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

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

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

10-1.07.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 of all existing pavement markers shall be considered as included in the contract prices paid for items of work involved and no separate payment will be made therefore.

10-1.07.C PROTECTION OF SURVEY MONUMENTS

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

Special Provisions. Monuments to be preserved are identified in the appendix of this Contract.

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

10-1.08 SEAL COAT:

General: Seal coat shall be the medium fine type and shall conform to the provisions in Section 37-1, "Seal Coats," of the Standard Specifications and these special provisions.

10-1.08.A MATERIALS

Quality Control Testing

Attention is directed to Section 6-3.02, "Testing By Contractor," of the Standard Specifications. The name of an independent testing laboratory that participates in the AASHTO Proficiency Sample Program shall be submitted to the Engineer for approval at least 10 days before beginning seal coat operations. The independent testing laboratory shall conduct quality control testing on the polymer modified asphaltic emulsion for viscosity, sieve, demulsibility, and torsional recovery properties within 3 business days of sampling. The results shall be submitted to the Engineer within 7 days of the receipt of the samples. Within 10 days of beginning the seal coat operation, the Contractor's independent testing laboratory shall conduct the Vialit Test Method for aggregate in Chip Seals, French Chip for the retention requirement and submit a signed copy of a test results report to the Engineer:

The report will not be considered for acceptability testing. The Vialit Test Method is available at:

<http://www.dot.ca.gov/hq/esc/ctms/index.html>  
Polymer Modified Asphaltic Emulsion

Asphaltic emulsion for the seal coat shall be Grade PMCRS-2h cationic polymer modified asphaltic emulsion.

The polymer used to produce polymer modified asphaltic emulsion shall be an elastomeric polymer.

The polymer modified asphaltic emulsion shall be thoroughly circulated in the truck prior to obtaining a sample. The samples shall be taken from the distributor truck at mid-load or from a sampling tap or thief. Before the samples are taken, one gallon shall be drawn from the sampling device and discarded. Two separate 0.5-gallon samples shall be taken in the presence of the Engineer. The

Contractor shall provide one sample to the Contractor's approved independent testing laboratory in an insulated shipping container, within 24 hours of sampling. The second sample shall be given to the Engineer in an insulated shipping container, within 24 hours of sampling. Polymer modified asphaltic emulsion and screenings shall meet a 90 percent retention requirement, when tested in conformance with the requirements in the Vialit Test Method for aggregate in Chip Seals, French Chip.

In addition to the Test on Residue from Evaporation Test for asphaltic emulsion Grades PMRS2, PMRS2h, PMCRS2 and PMCRS2h in Table 3 of the Requirements for Polymer Modified Asphaltic Emulsion in Section 94-1.04, "Method of Test," of the Standard Specifications, the following shall apply:

- A. The penetration at 59°F (7 ounces for 60 seconds) shall be minimum of 6, when determined in conformance with the requirements in AASHTO Designation: T49.
- B. The requirement for Elastic Recovery shall be Report Only, when determined in conformance with the requirements in AASHTO Designation: T301.
- C. Polymer Content, percent (by weight) shall not apply.
- D. Ring and Ball Softening Point temperature shall be a minimum of 135 F in conformance with the requirements in AASHTO Designation: T53, for Test on Residue from Evaporation.

Test results for polymer modified asphaltic emulsion not within the allowable ranges specified, based upon the Engineer's tests, will be assessed a pay factor value in increments as follows:

Pay Factor Value Table

Test Method and Property	Increment	Pay Factor Value
Test on polymer modified asphaltic emulsion		

AASHTO Designation: T59 (Viscosity SSF at 50°C)	each 10 seconds above max. or below min	1
AASHTO Designation: T59 (Settlement, 5 days percent)	each 1.5 percent above max.	1
AASHTO Designation: T59 (Sieve test, percent max.)	each 0.2 percent above max	1
AASHTO Designation: T59 (Demulsibility percent)	each 2 percent below min.	1
Test on Residue from Evaporation Test		
AASHTO Designation: T49 (Penetration, 15°C)	each 2 dm above max. or below min	1
ASTM Designation: D36 (Field softening point °C)	2° C below min	1
California Test 332 Torsional Recovery	For each one increment below the min. value of 18, or	1
	For each two increments below the min. value of 18, or	3
	For each three or more increments below the min. value of 18	10
Improper sampling (see note)		1

Note:

Improper sampling shall also include samples that are sampled in inappropriate sample containers, or shipped in inappropriate containers.

If test results for polymer modified asphaltic emulsion are not within the allowable ranges, specified seal coats shall be removed. However, if requested in writing by the Contractor and approved by the Engineer, the seal coat containing total pay factor values of not more than 20 may remain in place. The Contractor shall pay to the State the following amount for the asphaltic emulsion represented by the tests and left in place.

Total Pay Factor Value	Payment to State
0	none
1 - 2	\$5.00 per ton
3 - 5	\$10.00 per ton
6 - 9	\$15.00 per ton
10 - 14	\$25.00 per ton
15 - 20	\$50.00 per ton

At least 90 percent by weight of the screenings shall consist of crushed particles as determined by California Test 205. A crushed particle is defined as a particle having 2 or more fresh mechanically fractured faces.

The percentage composition by weight of screenings shall conform to the following grading:

Medium Fine 5/16" max. size

Sieve Sizes	Percentage Passing
3/4"	—
1/2"	—
3/8"	100
No. 4	0 - 50
No. 8	0 - 15

No. 16	0 - 5
No. 30	0 - 3
No. 200	0 - 2

Cleanness Value quality requirement of screenings shall be 86 minimum in conformance with the requirements in California Test 227.

Cleanness Value test results for screenings below 86, will require that the seal coat represented by the test shall be removed. However, if requested in writing by the Contractor and approved by the Engineer, seal coat containing screenings with a Cleanness Value below 86, but not less than 75, may remain in place. The Contractor shall pay to the State the following amount for the screenings represented by the test and left in place:

Cleanness Value	Payment to State
86 or over	None
81 - 84	\$2.20 per ton
77 - 80	\$4.40 per ton
75 - 76	\$6.60 per ton

When the results of tests for polymer modified asphaltic emulsion and the aggregate grading and Cleanness Value requirements for screenings do not conform to the requirements specified, each payment to the State shall apply. The Department may deduct these amounts from any moneys due, or that may become due, the Contractor under the contract. No single test for polymer modified asphaltic emulsion shall represent more than 55 tons or one day's production, whichever is smaller. No single aggregate grading or Cleanness Value test shall represent more than 303 tons or one day's production, whichever is smaller.

10-1.08.B CONSTRUCTION

Polymer modified asphaltic emulsion shall not be placed when the ambient air temperature is expected to fall below 39° F within 24 hours after placement.

10-1.08.C MEASUREMENT AND PAYMENT

Full compensation for sampling and testing polymer modified asphaltic emulsion shall be considered as included in the contract price paid per ton for asphaltic emulsion (PMCRS-2h) and no additional compensation will be allowed therefor.

“ASPHALTIC EMULSION (PMCRS-2h)” will be measured and paid for by the ton in the manner specified in Section 37-1, “Seal Coats,” of the Standard Specifications.

Full compensation for sampling and testing aggregate screenings shall be considered as included in the contract price paid per ton for screenings, and no additional compensation will be allowed therefore.

“SCREENINGS (MEDIUM FINE)” will be measured and paid for by the ton in the manner specified in Section 37-1, “Seal Coats,” of the Standard Specifications

10-1.09 FOG SEAL COAT:

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

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

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

Asphaltic emulsion shall be Grade SS1h.

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

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

THIS PAGE LEFT BLANK INTENTIONALLY

## SECTION 11. AMENDMENTS TO STANDARD SPECIFICATIONS

### SECTION 5 CONTROL OF WORK

(Issued 06-01-11)

**Add:**

#### 5-1.055 SUBCONTRACTING

##### 5-1.055A General

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

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

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

Each subcontract must comply with the contract.

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

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

Submit copies of subcontracts upon request.

Before subcontracted work starts, submit a Subcontracting Request form.

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

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

**Replace Section 5-1.116 with:**

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

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

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

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

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

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

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

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

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

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

You may protest the Engineer's decision.









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.

#### **14-9 AIR QUALITY**

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

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

Do not burn material to be disposed of.

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

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

Apply water under Section 17, "Watering."

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

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

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

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

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

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

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

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

##### **14-11.01 GENERAL**

Reserved





THIS PAGE LEFT BLANK INTENTIONALLY

**SECTION 12. ENVIRONMENTAL PERMIT SUMMARY FORM**

THIS PAGE LEFT BLANK INTENTIONALLY



# SAN LUIS OBISPO COUNTY DEPARTMENT OF PUBLIC WORKS

Wade Horton, Director

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

Fax (805) 781-1229

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

## ENVIRONMENTAL PERMIT SUMMARY FORM

**Date:** October 2, 2015

**To:** Don Spagnolo, Project Manager

**From:** Andrew Anderson, Environmental Programs Division *AA*

**Subject:** Environmental Review & Permit Status for the 2015-2016 Chip Seal Various County Roads ED15-066 (300563)

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 9-24-2015	X
NEPA Review	n/a	
Coastal Permit	Exempt – waiver signed 9-29-15	X
CZMA	n/a	
CDFW	n/a	
USACOE 404	n/a	
NMFS ESA	n/a	
USFWS ESA	n/a	
RWQCB 401	n/a	
NPDES	n/a	

### Summary Project Timeframe

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

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

<i>Measure #</i>	<b>Special Environmental Conditions</b>	<b>Responsibility: Contractor, County or Both</b>
<b>Pre-Construction</b>		
<b>1</b>	Please notify the Environmental Programs Manager if the project description changes.	County
<b>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

---

**\*\*\*\*\* 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.:** 2015-2016 Chip Seal Project on Various County Roads, ED15-066 (300563)

**Project Location(Specific address):**  
Nipomo and North County

**Project Applicant & Phone No.:**  
San Luis Obispo County Public Works  
Department/805-781-5252

**Project Location(County):**  
San Luis Obispo

**Applicant Address (specific):**  
County Government Center, Room 206  
San Luis Obispo, CA 93408

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

Prepare and apply chip seal surfacing to approximately 34.3 miles of County-maintained asphalt concrete roadways. This work is necessary to halt further deterioration, and to improve safety and operation along County maintained roadways.

**Name of Public Agency Approving Project:** County of San Luis Obispo

### Exempt Status: (Check One)

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

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

Andrew Anderson, Environmental Resource Specialist

805-781-1952

### Lead Agency Contact Person

### Telephone

#### If filed by applicant:

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

Signature

*Ellen Carroll*

Date

9-24-2015

Name (Print) Ellen Carroll

Title Environmental Coordinator



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

Wade Horton, Director

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

Fax (805) 781-1229

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

## Memorandum

**Date:** September 24, 2015

**To:** Ryan Hostetter, Senior Planner

**From:** Andrew Anderson, Environmental Resource Specialist

**Subject:** Request for Coastal Permit Determination: 2015-2016 Chip Seal Project on Various County Roads, ED15-066 (300563)

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

### Project Description:

The Department of Public Works is proposing to chip seal approximately 34.3 miles of County roads in three areas of the County, including the Nipomo area (see attached table). The Project involves: 1) preparing the road surfaces by sweeping away any loose dust and debris, and 2) applying the binder (liquid asphaltic material), 3) applying aggregate chips onto the binder, and 4) sweeping away any unbound aggregate. The chip seal treatment will improve driving conditions, help preserve the pavement's existing condition and extend its useful life.

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

### Project Location:

The project sites include Oso Flaco Lake Road from Oso Flaco Lake parking lot to Highway 1 in the Nipomo area, the majority of which is located within the Coastal Zone.

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

pursuant to 23.03.040 d(1) repair & maintenance

- 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

9/29/15  
Date

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

THIS PAGE LEFT BLANK INTENTIONALLY



# COUNTY OF SAN LUIS OBISPO

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

---

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.

**SECTION 14. CALTRANS ENCROACHMENT PERMIT**

THIS PAGE LEFT BLANK INTENTIONALLY

**ENCROACHMENT PERMIT**

TR-0120 (REV. 6/2012)

Permit No. <b>0515 NTK 0678</b>	
Dist/Co/Rte/PM <b>05-SLO-VAR-VAR</b>	
Date <b>December 14, 2015</b>	
Fee Paid <b>\$ EXEMPT</b>	Deposit \$
Performance Bond Amount (1) \$	Payment Bond Amount (2) \$
Bond Company	
Bond Number (1)	Bond Number (2)

In compliance with (Check one):

- Your application of **November 2, 2015**
- Utility Notice No. \_\_\_\_\_ of \_\_\_\_\_
- Agreement No. \_\_\_\_\_ of \_\_\_\_\_
- R/W Contract No. \_\_\_\_\_ of \_\_\_\_\_

**TO:** County of San Luis Obispo  
Attn: Don Spagnolo  
County Government Center  
San Luis Obispo, CA 93408

Phone: (805) 781-4476  
Permittee's Reference No. \_\_\_\_\_

**, PERMITTEE**

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

Install and maintain temporary construction signage to facilitate county pavement management projects on local roadways near State highways as shown on the attached plans and as directed by the permit provisions in various State Route right of ways at various postmiles in the County of San Luis Obispo.

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

<b>State Permit Inspector:</b> Paul Matsuyama	<b>Phone:</b> (805) 549-3151
<b>Email:</b> paul.matsuyama@dot.ca.gov	<b>Fax:</b> (805) 549-3062

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

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

The following attachments are also included as part of this permit (Check applicable):	In addition to fee, the permittee will be billed actual costs for:
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    General Provisions (TR-0045) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Utility Maintenance Provisions <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Special Provisions <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    A Cal-OSHA permit, if required: Permit No. _____ <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    As-Built Plans Submittal Route Slip for Locally Advertised Projects <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Std Storm Water Pollution Prevention Special Prov.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Review <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Inspection <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Field Work  (If any Caltrans effort expended)

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

This permit is void unless the work is complete before **December 31, 2017**

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

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

cc:  
Permit File  
Paul Matsuyama-Permit Office (Insp)  
Martin Sanchez-SB Maint.

APPROVED:  
  
Timothy M. Gubbins, District Director

BY:  
  
Mark Ballentine, Acting District Encroachment Permit Engineer

### ADDITIONAL ATTACHMENTS

- Attached if checked:  WEEKLY TRAFFIC UPDATE  
 PUBLIC AFFAIRS PROJECT NOTIFICATION  
 CALTRANS STANDARD PLANS T9-T14  
 FORM DC-CEM-3101  
 PEDESTRIAN SAFETY (MCP)  
 TRAFFIC STRIPING, MARKERS, & SIGNS (MSC)  
 Other: Typical Portable Changeable Message Sign Placement

### PLANS AND SPECIFICATIONS

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

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

### WORK HOURS

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

**Designated legal holidays are:**

- January 1<sup>st</sup> - (New Year's Day), the third Monday in January - (Martin Luther King Jr. Day)
- The third Monday in February - (Washington's Birthday)
- March 31<sup>st</sup> - (Cesar Chavez's Day)
- The last Monday in May - (Memorial Day)
- July 4<sup>th</sup> - (Independence Day)
- The first Monday in September - (Labor Day)
- November 11<sup>th</sup> - (Veteran's Day), 4<sup>th</sup> Thursday and Friday in November - (Thanksgiving Holiday)
- December 25<sup>th</sup> - (Christmas Day)

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

### **CONDITIONS OF APPROVAL/SPECIAL REQUIREMENTS**

Permittee shall be required to contact the Caltrans Permit Inspector or the Caltrans District 5 Encroachment Permit Office to confirm that the proposed work may be performed under this general blanket traffic control permit.

Traffic control beyond the scope of this permit shall be the subject of a separate encroachment permit application.

The scope of work allowed under this permit is intended for general construction area sign needs, such as W20-1, G20-1, and G20-2 sign designations. Other construction area signs shall only be permitted as approved by the Caltrans Permit Inspector or Caltrans District 5 Encroachment Permits Office.

This permit does not allow for the closure of any traffic lanes on the State highways.

Permittee shall be solely responsible to provide additional traffic control devices to protect the work site and traveling public as directed by the Caltrans Permit Inspector to meet field conditions at no cost to the State.

### **DOUBLE PERMIT**

**Notwithstanding General Provision #4, your Contractor is required to apply for and obtain an encroachment permit prior to starting work. The Contractor shall include a fee deposit (to be determined) with the encroachment permit application, made payable to the State of California Department of Transportation, to compensate the State for the estimated time needed to inspect that portion of construction within the State's right of way. The Contractor will be billed for any amount exceeding the deposit, or refunded any unused portion thereof after completion of the project. The Contractor's encroachment permit application shall state that it is a "Double Permit for permit number 0515 NTK 0678."**

### **NOTIFICATIONS**

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

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

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

Permittee shall be solely responsible to furnish a list of materials to be used on the permitted project by completing the attached Form CEM-3101 "Notice of Materials Used" for traffic signal standards, lighting (electrolier) standards, metal poles, mast arms, foundation bolts, overhead sign trusses, guard rail components, column casings, epoxy coated rebar, reinforced concrete pipe, steel girders, sign panels, and other items as specified by the State representative. Form shall be submitted to the Caltrans Permit Inspector and METS Material Administrator. Materials identified on the TL-608, which are not inspected and not approved by the State at the manufacturer's plant, will be rejected from use within the State right of way.

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

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

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

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

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

Traffic control and construction zone signing shall be performed per an approved traffic control plan. In the absence of a project specific traffic control plan:

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

or

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

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

Allowable construction zone signing shall be performed in accordance with the applicable Caltrans Standard Plans for traffic control, Caltrans Traffic Manual, California Manual on Uniform Traffic Control Devices, or as approved by and under the direction of the State Inspector.

The Permittee shall provide all traffic construction signs and personnel. All expenses incurred from traffic construction sign operations shall be borne by the Permittee.

All traffic control devices shall comply with the current California Manual of Uniform Traffic Control Devices.

Except for installing, maintaining and removing traffic control devices, work shall not be performed nor shall equipment be operated in the following areas:

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

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

**Suspended Loads**

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

**GENERAL REQUIREMENTS**

**Project/Work Site**

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

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

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

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

**Personnel Protective/Safety Equipment**

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

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

**Construction Debris and Waste Materials**

The Permittee solely owns all construction debris and waste materials, including hazardous waste, generated by this permitted project. Said materials shall be removed from the State right of way, stored, and disposed of in accordance with applicable local, regional, State, and Federal specifications or regulations. Construction debris and waste materials shall be disposed of:

at designated off-site commercial facilities approved to accept said materials;

at non-commercial permitted sites approved to accept said materials (Permittee must provide copies of all necessary local and State agency permits prior to disposal.);

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

Permittee shall provide a copy of documentation as proof of the proper disposal of said materials if so requested by the State Permit Inspector.

**Survey Monumentation**

Permittee's attention is directed to Section 5-1.36, "Property and Facility Preservation," Caltrans Standard Specifications and "Professional Land Surveyors' Act," Section 8771 of the State of California Business and Professions Code. Permittee shall physically inspect the work site and locate survey monuments prior to work commencement. Monuments that might be disturbed shall be referenced or reset in accordance with the standards mentioned above.

If feasible, monuments should not be set within the traveled way. All monuments that must be set or perpetuated in paved surfaces shall be constructed in accordance with Caltrans Standard Specifications, Section 81, "Monuments," and Caltrans Standard Plan A74, Type D, or equal with prior approval of the District Surveys Engineer.

Copies of Corner Record files or Record of Surveys recorded in compliance with the Business and Professions Code shall be forwarded to the Caltrans District 5 Surveys Engineer at the following address:

Department of Transportation  
Survey Section  
Attn: Jeremy Villegas  
50 Higuera Street  
San Luis Obispo, CA 93401

**Material Testing**

Material testing and quality control shall conform to the State Construction Manual and to the State Material Testing Manual. Testing shall be performed by a certified material-testing consultant acceptable to the State and paid for by the Permittee. Material testing and quality control tests shall be performed as required by the State's Inspector and the results thereof shall be made immediately available.

All required construction compliance tests shall be performed with the California Test Methods and shall be in accordance with the latest edition of Caltrans Independent Assurance Program Manual. A Caltrans certified laboratory shall also perform all tests and all laboratory reports shall be furnished to the Department's representative at no cost to the State.

**Backfill Requirements**

All backfilling and compaction shall conform to the applicable sections of the Department's Standard Specifications Section 19-5 "Compaction."

Backfilling using ponding or jetting methods are prohibited.

**Relative Compaction (90 Percent)**

Embankment compaction beyond the roadbed or outside of structure backfill shall not be less than 90 percent relative compaction unless stated otherwise in the Caltrans Standard Specifications or Caltrans Highway Design Manual.

**Relative Compaction (95 Percent)**

Relative compaction of not less than 95 percent shall be obtained for a minimum depth of 0.5-foot below the grading plan for the width between the outer shoulders, whether in excavation or embankment.

In addition, relative compaction of not less than 95 percent shall be obtained for a minimum depth of 2.5 feet below the finished grade for the width of the traveled way plus 3 feet on each side thereof, whether in excavation or embankment.

For limits of 95 percent compaction of embankment adjacent to abutments and for retaining walls without pile foundations reference Caltrans Standard Specifications Section 19-5.03B.

**Existing Trees and Vegetation**

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

hand dug and the utility routed beneath or around root structure. Major tree roots must not be cut or damaged. Additionally, the exposed roots shall be wrapped and kept moist until the excavation is back filled with the native material. Requests for exceptions shall be accompanied by an Arborist's recommendation.

### **Archaeological/Cultural Requirements**

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

### **Signs**

Installation of roadside signs shall comply with all applicable portions of the current Caltrans Standard Specifications Section 56-2, Caltrans Standard Plans, California Manual on Uniform Traffic Control Devices, and Caltrans policies.

Temporary and permanent signs placed within the State right of way shall comply with minimum retroreflectivity requirements of the most current of the following: Federal Highway Administration Manual on Uniform Traffic Control Devices - Section 2A.08, Caltrans Standards, or Caltrans policy.

With the exception of white background signs, retroreflective sheeting shall conform to ASTM D4956-13 Type XI and Caltrans "Prequalified and Tested Signing and Delineation Materials."

White background sign retroreflective sheeting shall conform to ASTM D4956 Type VIII or Type IX and Caltrans "Prequalified and Tested Signing and Delineation Materials."

Retroreflective sheeting shall be applied to sign panels as recommended by the retroreflective-sheeting manufacturer without stretching, tearing or damage.

Roadside signs mounted on post(s) shall be placed at locations shown on the permit plans and shall be installed in compliance with the latest edition of Caltrans Standard Plan RS1 through RS4.

Temporary signs mounted on barricades and barricade/sign combinations shall be crashworthy.

The bottom of a temporary sign mounted on a barricade, or other portable support, shall be at least 1 foot above the traveled way or the existing surface at the location of placement.

Proposed sign placement shall not interfere with the visibility of any existing warning, regulatory, information or guide signs along the State Highway.

A safe pedestrian passageway width of 4 feet shall be maintained at any sign installation in areas normally traversed by pedestrians. The minimum passageway adjacent to a drop off, such as a curb face or gutter shall be at least 5 feet.

### **EXISTING FACILITIES**

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

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

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

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

#### **Utility Relocations**

If existing public or private utilities conflict with the construction PROJECT, PERMITTEE will make necessary arrangements with the owners of such utilities for their protection, relocation, or removal. PERMITTEE shall inspect the protection, relocation, or removal of such facilities. Total costs of such protection, relocation, or removal which STATE or PERMITTEE must legally pay, will be borne by PERMITTEE. If any protection, relocation, or removal of utilities is required, including determination of liability for cost, such work shall be performed in accordance with STATE policy and procedure. PERMITTEE shall require any utility company performing relocation work in the STATE's right-of-way to obtain a State Encroachment Permit before the performance of said relocation work. Any relocated utilities shall be correctly located and identified on the as-built plans.

### **WATER POLLUTION CONTROL**

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

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

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

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

#### **PROJECT COMPLETION**

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

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

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION  
ENCROACHMENT PERMIT GENERAL PROVISIONS  
TR-0045 (REV. 05/2007)

---

1. **AUTHORITY:** The Department's authority to issue encroachment permits is provided under, Div. 1, Chpt. 3, Art. 1, Sect. 660 to 734 of the Streets and Highways Code.
2. **REVOCACTION:** Encroachment permits are revocable on five days notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. These General Provisions and the Encroachment Permit Utility Provisions are subject to modification or abrogation at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State highway right of way are exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay permit fees when due can result in rejection of future applications and denial of permits.
4. **ASSIGNMENT:** No party other than the permittee or permittee's authorized agent is allowed to work under this permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept these General Provisions and all attachments to this permit, for any work to be performed under this permit.
6. **BEGINNING OF WORK:** When traffic is not impacted (see Number 35), the permittee shall notify the Department's representative, two (2) days before the intent to start permitted work. Permittee shall notify the Department's Representative if the work is to be interrupted for a period of five (5) days or more, unless otherwise agreed upon. All work shall be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within highway right of way shall conform to recognized construction standards and current Department Standard Specifications, Department Standard Plans High and Low Risk Facility Specifications, and Utility Special Provisions. Where reference is made to "Contractor and Engineer," these are amended to be read as "Permittee and Department representative."
8. **PLAN CHANGES:** Changes to plans, specifications, and permit provisions are not allowed without prior approval from the State representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, permittee shall request a final inspection for acceptance and approval by the Department. The local agency permittee shall not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
10. **PERMIT AT WORKSITE:** Permittee shall keep the permit package or a copy thereof, at the work site and show it upon request to any Department representative or law enforcement officer. If the permit package is not kept and made available at the work site, the work shall be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee shall yield start of work to ongoing, prior authorized, work adjacent to or within the limits of the project site. When existing encroachments conflict with new work, the permittee shall bear all cost for rearrangements, (e.g., relocation, alteration, removal, etc.).
12. **PERMITS FROM OTHER AGENCIES:** This permit is invalidated if the permittee has not obtained all permits necessary and required by law, from the Public Utilities Commission of the State of California (PUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum passageway of 4' shall be maintained through the work area at existing pedestrian or bicycle facilities. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.09 Public Safety of the Department Standard Specifications.
14. **PUBLIC TRAFFIC CONTROL:** As required by law, the permittee shall provide traffic control protection warning signs, lights, safety devices, etc., and take all other measures necessary for traveling public's safety. While providing traffic control, the needs and control of all road users [motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA)] shall be an essential part of the work activity.  
  
Day and night time lane closures shall comply with the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control), Standard Plans, and Standard Specifications for traffic control systems. These General Provisions are not intended to impose upon the permittee, by third parties, any duty or standard of care, greater than or different from, as required by law.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee shall plan and conduct work so as to create the least possible inconvenience to the traveling public; traffic shall not be unreasonably delayed. On conventional highways, permittee shall place properly attired flagger(s) to stop or warn the traveling public in compliance with the California Manual on Uniform Traffic Control Devices (Chapter 6E, Flagger Control).
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials **is not** allowed within State highway right-of-way, **unless specified** within the Special Provisions of this specific encroachment permit. If Encroachment Permit Special Provisions allow for the storage of equipment or materials within the State right of way, the equipment and material storage shall comply with Standard Specifications, Standard Plans, Special Provisions, and the Highway Design Manual. The clear recovery zone widths must be followed and are the minimum desirable for the type of facility indicated below: freeways and expressways - 30', conventional highways (no curbs) - 20', conventional highways (with curbs) - 1.5'. If a fixed object cannot be eliminated, moved outside the clear recovery zone, or modified to be made yielding, it should be shielded by a guardrail or a crash cushion.
17. **CARE OF DRAINAGE:** Permittee shall provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Standard Specifications, Standard Plans and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN RIGHT OF WAY:** Permittee is responsible for restoration and repair of State highway right of way resulting from permitted work (State Streets and Highways Code, Sections 670 et. seq.).

19. **RIGHT OF WAY CLEAN UP:** Upon completion of work, permittee shall remove and dispose of all scraps, brush, timber, materials, etc. off the right of way. The aesthetics of the highway shall be as it was before work started.
20. **COST OF WORK:** Unless stated in the permit, or a separate written agreement, the permittee shall bear all costs incurred for work within the State right of way and waives all claims for indemnification or contribution from the State.
21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the permittee actual costs at the currently set hourly rate for encroachment permits.
22. **AS-BUILT PLANS:** When required, permittee shall submit one (1) set of folded as-built plans within thirty (30) days after completion and approval of work in compliance with requirements listed as follows:
  1. Upon completion of the work provided herein, the permittee shall send one vellum or paper set of As-Built plans, to the State representative. Mylar or paper sepia plans are not acceptable.
  2. All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
  3. The plans are to be stamped or otherwise noted AS-BUILT by the permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a State stamp, or Caltrans representative signature, shall be used for producing the As-Built plans.
  4. If As-Built plans include signing or striping, the dates of signing or striping removal, relocation, or installation shall be shown on the plans when required as a condition of the permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage shall show the removal, relocation or installation dates of the appropriate staged striping and signing.
  5. As-Built plans shall contain the Permit Number, County, Route, and Post Mile on each sheet.
  6. Disclaimer statement of any kind that differ from the obligations and protections provided by Sections 6735 through 6735.6 of the California Business and Professions Code, shall not be included on the As-Built plans. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department of Transportation retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future permits, or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the right of way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt permit is issued to the permittee for the purpose of providing a notice and record of work. The Permittee's prior rights shall be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" shall be stamped across the face of the permit.
24. **BONDING:** The permittee shall file bond(s), in advance, in the amount set by the Department. Failure to maintain bond(s) in full force and effect will result in the Department stopping of all work and revoking permit(s). Bonds are not required of public corporations or privately owned utilities, unless permittee failed to comply with the provision and conditions under a prior permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedures, Section 337.15. Local agency permittee shall comply with requirements established as follows: In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local agency permittee agrees to require the construction contractor furnish both a payment and performance bond in the local agency's name with both bonds complying with the requirements set forth in Section 3-1.02 of State's current Standard Specifications before performing any project construction work. The local agency permittee shall defend, indemnify, and hold harmless the State, its officers and employees from all project construction related claims by contractors and all stop notice or mechanic's lien claimants. The local agency also agrees to remedy, in a timely manner and to State's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the permittee shall comply with said notice at his sole expense.
26. **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are revealed in the work vicinity, the permittee shall immediately stop work, notify the Department's representative, retain a qualified archaeologist who shall evaluate the site, and make recommendations to the Department representative regarding the continuance of work.
27. **PREVAILING WAGES:** Work performed by or under a permit may require permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements are directed to State of California Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, California 94102.
28. **RESPONSIBILITY FOR DAMAGE:** The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit.
 

The permittee shall indemnify and save harmless the State of California, all officers, employees, and State's contractors, thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute.

The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the State, its officers, employees, and State contractors. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers, employees, and State's contractors, from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee, or acting on behalf of the permittee.

For the purpose of this section, "State's contractors" shall include contractors and their subcontractors under contract to the State of California performing work within the limits of this permit.

29. **NO PRECEDENT ESTABLISHED:** This permit is issued with the understanding that it does not establish a precedent.
30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**  
A. The permittee, for himself, his personal representative, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that:
1. No person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
  2. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination shall be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
  3. That such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the right of way.
  4. That the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
  5. That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the land and the facilities thereon, and hold the same as if said permit had never been made or issued.
31. **MAINTENANCE OF HIGHWAYS:** The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to State facilities resulting from the encroachment.
32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code Section 682.5, the Department of Transportation shall not be responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State and the city or county against any and all claims arising out of any activity for which the permit is issued.

The permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the State of California, all officers and employees thereof, including but not limited to the Director of Transportation, from any claims or liability arising out of or by virtue of said Act.

33. **PRIVATE USE OF RIGHT OF WAY:** Highway right of way shall not be used for private purposes without compensation to the State.

The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.

34. **FIELD WORK REIMBURSEMENT:** Permittee shall reimburse State for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or clear debris not attended to by the permittee.
35. **NOTIFICATION OF DEPARTMENT AND TMC:** The permittee shall notify the Department's representative and the Transportation Management Center (TMC) at least 7 days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur 3 days before closure or other potential traffic impacts. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative shall be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The permittee, upon notification by the Department's representative, shall immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension shall be borne by the permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code Section 4216 et. seq., including, but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The permittee shall provide notification at least 48 hours before performing any excavation work within the right of way.

**1. GENERAL:** The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP) that would require a waste discharge identification number or coverage under the California Construction General Permit (*Order No. 2009-0009-DWQ, NPDES No CAS000002*). The Permittee shall comply with the following Special Provisions and the direction of the State Representative.

**2. NPDES REQUIREMENTS:** The Permittee shall be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements. It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices before performing daily work activities. Installation and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, and 9) illicit connection, illegal discharge detection and reporting. The Permittee shall report to the state representative when discharges enter into receiving waters, adjacent property, drainage systems or when discharges could be a cause or a threat for water pollution. The Permittee shall also control illicit discharges or illegal dumping prior to start of daily work schedule. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency shall be provided to the State representative within 48 hours of reported activity. For additional information on storm water compliance, visit the State Water Resources Control Boards storm water Website at [http://www.waterboards.ca.gov/water\\_issues/programs/stormwater](http://www.waterboards.ca.gov/water_issues/programs/stormwater)

**3. RESPONSIBILITY FOR DEBRIS REMOVAL:** The Permittee shall be responsible for preventing sediment, trash, debris, and other construction waste from entering the street, the storm drains, local creeks, or any other bodies of water.

**4. SPOILS AND RESIDUE:** The Permittee shall vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. shall be washed into a drainage system.

**5. SWEEPING:** Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Keep dust to a minimum during sweeping activities. Use vacuum whenever dust generation is excessive or sediment pickup is ineffective. Roadways or work areas shall not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of the State of California standard specifications for construction (most current version) <http://www.dot.ca.gov/hq/esc/oe/specifications/SSPs/2010-SSPs/>.

**6. VEHICLES AND EQUIPMENT:** Permittee shall prevent all vehicles, equipment, etc. from leakage or mud tracking onto

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

**7. MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT:** Maintenance and fueling of equipment shall not result in any pollution at the job site. The Permittee shall immediately clean up spills/leaks, and properly dispose of contaminated soil and materials.

**8. CLEANING VEHICLES AND EQUIPMENT:** Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. The Permittee shall clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc shall be used in State right of way. Any water from this operation shall be collected and disposed of at an appropriate site. Containment berms or dikes shall be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain. Keep adequate quantities of absorbent spill-cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.

**9. DIESEL FUELS:** The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.

**10. WEATHER CONDITIONS AT WORKSITE:** Any activity that would generate fine particles or dust that could be transported off site by stormwater shall be performed during dry weather.

**11. HOT MIX ASPHALT:** Runoff from washing hot mix asphalt shall not enter into any drainage conveyances.

**12. PROTECTION OF DRAINAGE FACILITIES:** The Permittee shall protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. and materials must conform to Section 13-6.02 Materials for Water Pollution Control of the State of California standard specifications for construction (most current version). No such protection measures shall cause an obstruction to the traveling public. The Permittee shall implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site in accordance to section 13-4.03B(1-3) Spill Prevention and Control, Water Pollution Control, of the State of California standard specifications for construction (2010 version).

**13. PAINT:** Rinsing of painting equipment and materials is not permitted in state right-of-way. When thoroughly dry, dispose of the following as solid waste: dry latex paint, paint cans, used brushes, rags, gloves, absorbent materials, and drop cloths. Oil based paint sludge and unusable thinner shall be disposed of at an approved hazardous waste site.

**14. CONSTRUCTION MATERIALS:** Stockpile of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar, shall conform to section 13-4.03C Material Management (Storage & Stockpiles), Water Pollution Control, of the State of California standard specifications for construction (2010 version).

**15. CONCRETE EQUIPMENT:** Concrete equipment shall be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems.

**16. EXISTING VEGETATION:** Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Damaged or removed vegetation shall be replaced as directed by the State Representative.

**17. SOIL DISTURBANCE:** Soil disturbing activities shall be avoided during the wet weather season. If construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures shall be implemented in advance of soil disturbing activity.

**18. SLOPE STABILIZATION AND SEDIMENT CONTROL:** Consider a certified expert in Erosion and Sediment control in cases where slopes are disturbed during construction. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization and Section 21 Erosion Control of the State of California (2010 version) standard specifications for construction during application of temporary soil stabilization measures to the soil surface. Fiber rolls or silt fences may be required down slope until permanent soil stabilization is established. Remove the accumulated sediment whenever the sediment accumulates to 1/3 of the linear sediment barrier height.

**19. STOCKPILES:** Stockpiles containing aggregate and/or soil shall be stored at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain, and shall be covered and protected with a temporary perimeter sediment barrier. Cold mix stockpiles shall be stored on an impermeable surface and covered with 9mil plastic to prevent contact with water.

**20. DISCOVERY OF CONTAMINATION:** The State Representative shall be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material or if abandoned, underground tanks, pipes, or buried debris are encountered.

**21. SANITARY AND SEPTIC WASTE:** Do not bury or discharge wastewater from a sanitary or septic system within the highway. Properly connected sewer facilities are free from leaks. With State Representative approval place portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. Permittee must comply with local health agency provisions when using an on-site disposal system.

**22. LIQUID WASTE:** Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free waste water or rinse water, dredging, wash water or rinse water running off a surface or other nonstorm water liquids not covered under separate waste water permits shall be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least 50 feet away from moving vehicles and equipment. Liquid waste may require testing to determine hazardous material content prior to disposal

**23. WATER CONTROL AND CONSERVATION:** Manage water use in a way that will prevent erosion and the discharge of pollutants into storm drain systems and receiving waters. Direct runoff water, including water from water line repair from the job site to areas where it can infiltrate into the ground. Direct water from off-site sources around the job site or from contact with jobsite water.

**24. PILE DRIVING:** Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans,

absorbent pads, or plastic sheeting with absorbent material, and away from storm water run-on when not in use.

**25. DEWATERING:** Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations shall comply with the latest Caltrans guidelines. Contact State representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee shall provide the State Representative with a dewatering and discharge work plan that complies with section 13-4.01B Submittals, Water Pollution Control, of the State of California standard specifications for construction (2010 version). A copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board shall be provided to the State representative.

## DISTRICT 5 NOTIFICATION REQUIREMENTS

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

### Temporary Lane Closures

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

### Ramp Closures

14 to 7 days prior to an approved ramp closure, advance notice shall be posted at the ramp entrance using the appropriate SC6 sign. In addition, an SC8 or portable changeable message sign shall be posted for the preceding ramp the day of the closure unless otherwise approved by the Caltrans Permit Inspector.

### Special Notifications

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

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

### Caltrans Required Lane Closure Reporting

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

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

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



## WEEKLY TRAFFIC UPDATE

### PERMITS

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

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

**Weekly Traffic Updates must be received by Tuesday 12:00 PM (noon) the week prior to the requested date(s) of the planned traffic control. Failure to meet the deadline may result in the denial of the requested traffic control.**  
 The State Permit Inspector may also require changes to the requested traffic control prior to its approval.

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

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

Send or fax to: **Your PERMIT INSPECTOR - Paul Matsuyama, Fax #: (805) 549-3062, Email: paul.matsuyama@dot.ca.gov**

Your Name: \_\_\_\_\_ Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

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

PERMIT #: **0515 NTK 0678**

# PUBLIC AFFAIRS - PERMITTED ACTIVITY NOTIFICATION

This Project Notification should be faxed or e-mailed to Public Affairs as early as possible and preferably by noon the Wednesday prior to beginning of permitted activity. Please fill out this form as thoroughly as possible and use additional paper if needed. Include all information that the traveling public may need to be made aware of.

TO: PUBLIC AFFAIRS

FAX: (805) 549-3326

ATTN:  Susana Cruz (Monterey, San Benito, and Santa Cruz Counties)

PHONE: (805) 549-3138

E-Mail: susana\_cruz@dot.ca.gov

Jim Shivers (San Luis Obispo and Santa Barbara Counties)

PHONE: (805) 549-3237

E-Mail: jim\_shivers@dot.ca.gov

PERMIT NUMBER: **0515 NTK 0678**

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

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

PROJECT DESCRIPTION AND PURPOSE FOR PROJECT:

Install and maintain temporary construction signage to facilitate county pavement management projects on local roadways near State highways as shown on the attached plans and as directed by the permit provisions in various State Route right of ways at various postmiles in the County of San Luis Obispo.

ACTIVITY COORDINATOR:

PHONE:

FAX:

E-MAIL:

BEGIN ACTIVITY DATE:

END ACTIVITY DATE:

ANTICIPATED TRAFFIC CONTROL:

ANTICIPATED TRAFFIC DELAYS:

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

\*Please inform Public Affairs of any changes to the above information by submitting an updated form.

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER  
 July 19, 2013  
 JULY APPROVAL DATE  
 THE STATE OF CALIFORNIA AND ITS OFFICERS AND AGENCIES SHALL NOT BE RESPONSIBLE FOR CONSEQUENCES OF THIS PLAN SHEET.

TO ACCOMPANY PLANS DATED \_\_\_\_\_

TABLE 3

ROAD TYPE	DISTANCE BETWEEN SIGNS *		
	A	B	C
	ft	ft	ft
URBAN - 25 mph OR LESS	100	100	100
URBAN - MORE THAN 25 mph TO 40 mph	250	250	250
URBAN - MORE THAN 40 mph	350	350	350
RURAL	500	500	500
EXPRESSWAY / FREEWAY	1000	1500	2640

\* - The distances are approximate, are intended for guidance purposes only, and should be applied with engineering judgment. These distances should be adjusted by the Engineer for field conditions, if necessary, by increasing or decreasing the recommended distances.

TABLE 2

SPEED *	Min D **	DOWNGRADE Min D ***		
		-3%	-6%	-9%
20	115	116	120	126
25	155	158	165	173
30	200	205	215	227
35	250	257	271	287
40	305	315	333	354
45	360	378	400	427
50	425	446	474	507
55	495	520	553	593
60	570	598	638	686
65	645	682	728	785
70	730	771	825	891

\* - Speed is posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

\*\* - Longitudinal buffer space or flagger station spacing

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

TABLE 1

SPEED (S)	MINIMUM TAPER LENGTH * FOR WIDTH OF OFFSET 12 FEET (W)				MAXIMUM CHANNELIZING DEVICE SPACING				
	TANGENT		SHIFTING		TAPER		TANGENT		CONFLICT
	L	L/2	L/3	L/3	X	Y	Z		
20	80	40	27	20	40	10	10	10	10
25	125	63	42	25	50	12	12	12	12
30	180	90	60	30	60	15	15	15	15
35	245	123	82	35	70	17	17	17	17
40	320	160	107	40	80	20	20	20	20
45	400	200	140	45	90	22	22	22	22
50	500	250	175	50	100	25	25	25	25
55	600	300	210	55	110	27	27	27	27
60	720	360	240	60	120	30	30	30	30
65	840	420	280	65	130	32	32	32	32
70	960	480	320	70	140	35	35	35	35

\* - For other offsets, use the following merging taper length formula for L:  
 For speed of 40 mph or less,  $L = WS^2/60$   
 For speed of 45 mph or more,  $L = WS$

Where: L = Taper length in feet

W = Width of offset in feet

S = Posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

\*\* - Use for taper and tangent sections where there are no pavement markings or where there is a conflict between existing pavement markings and channelizers (CA).

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM TABLES  
 FOR LANE AND RAMP CLOSURES

NO SCALE

RSP T9 DATED JULY 19, 2013 SUPERSEDES RSP T9 DATED APRIL 19, 2013 THAT SUPPLEMENTS THE STANDARD PLANS BOOK DATED 2010.

REVISED STANDARD PLAN RSP T9

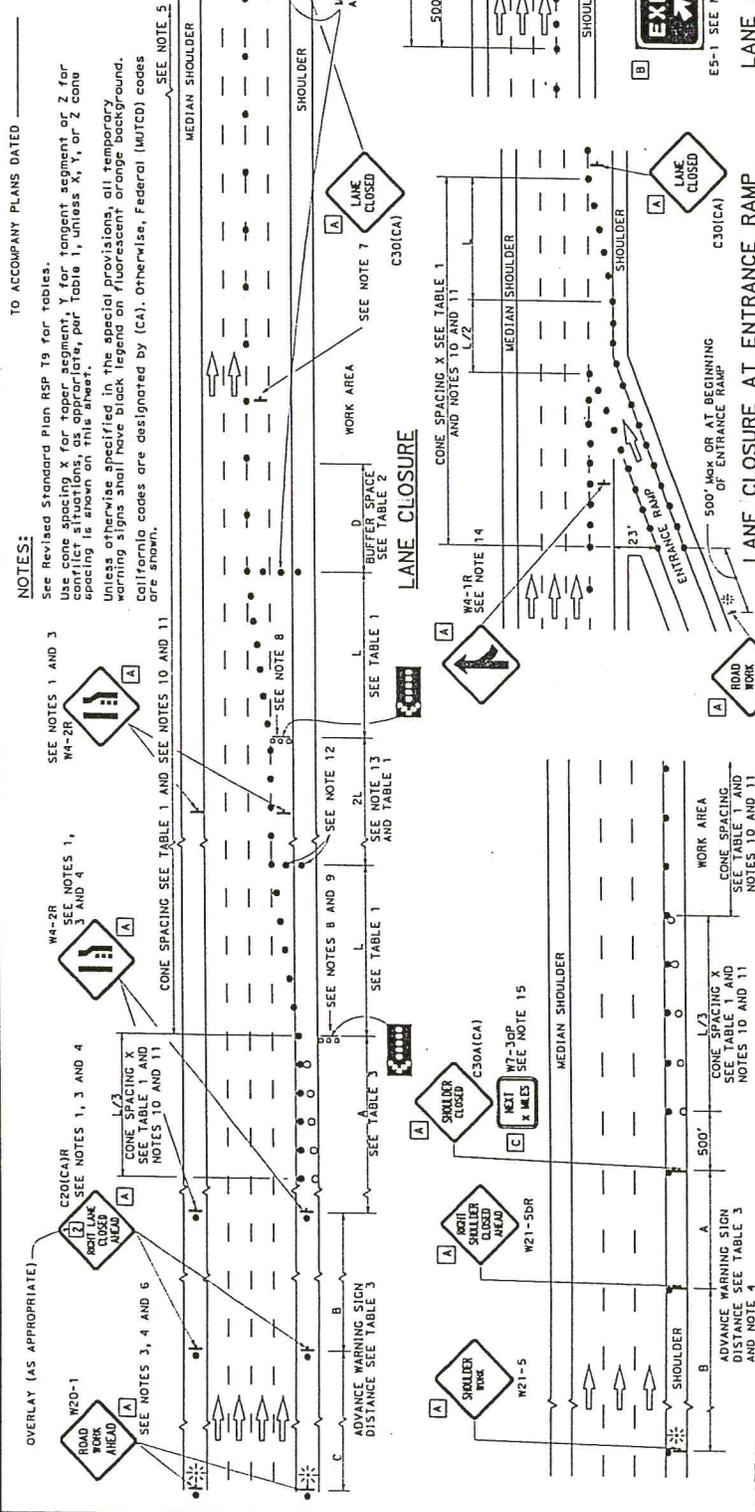
TO ACCOMPANY PLANS DATED \_\_\_\_\_

PROJECT NO. \_\_\_\_\_ SHEET NO. \_\_\_\_\_

DATE: APRIL 19, 2013

REGISTERED PROFESSIONAL ENGINEER  
 CIVIL ENGINEERING  
 No. 20011  
 State of California

APPROVED FOR THE PROJECT BY THE CALIFORNIA DEPARTMENT OF TRANSPORTATION  
 DATE: APRIL 19, 2013



NOTES:

1. Median lane closures shall conform to the details on signs except that C201(CA) and W4-2L signs shall be used.
2. At least one person shall be assigned to the control devices for lane closures.
3. Duplicate sign installations are not required:
  - a) On opposite shoulder if at least one-half of the available lanes remain open.
  - b) In each station if the width of the median shoulder is less than 8' and the outside lanes are to be closed.
4. Each advance warning sign on each side of the roadway shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
  - a) A C20-2 "END ROAD WORK" sign, with minimum size of 48" x 24" as appropriate, shall be placed at the end of the lane closure unless the obvious or ends within a larger project's limits.
5. A W4-2R "NEXT MILES" sign shall be used in lieu of cones for daytime closures only.
6. If the W20-1 sign would follow within 2000' of a stationary W20-1 or C20-1 "ROAD WORK NEXT MILES", use a C20(CA) sign for the first advance warning sign.
7. Place a C301(CA) sign every 2000' throughout length of lane closure.
8. One flashing arrow sign for each lane closed. The flashing arrow sign shall be Type 1.
9. A minimum 1500' of sight distance shall be provided where possible for vehicles in the lane closure. Lane closures shall not begin at top of crest vertical curve or on a horizontal curve.
10. All cones used for lane closure during the hours of darkness shall be fitted with retroreflective bands (or sleeves) as specified in the specifications.
11. Portable delineators, placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
12. Unless otherwise specified in the special provisions, a minimum of 3 cones shall be placed transversely across each closed lane and shoulder at each location where every 2000' as shown on the "Lane Closure" detail. Two Type II barricades may be used instead of the 3 cones. The transverse alignment of the 3 cones, the transverse alignment of the closed shoulder may be shifted from the transverse alignment to provide access to the work.
13. Unless otherwise specified in the special provisions, the 2L tangent shown along lane lines shall be used between the L tapers required for each closed traffic lane.
14. Unless otherwise specified in the special provisions, the E5-1 or SC18(CA) and W4-1 signs shall be used as shown.
  - a) A W4-30P "NEXT MILES" plaque must be used if the shoulder closure extends beyond the distance that can be perceived by road users.

LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- ⊥ TEMPORARY TRAFFIC CONTROL SIGN
- ⊥ FLASHING ARROW SIGN (FAS)
- ⊥ FAS SUPPORT OR TRAILER
- ⊥ PORTABLE FLASHING BEACON

LANE CLOSURE AT ENTRANCE RAMP

LANE CLOSURE AT EXIT RAMP

SHOULDER CLOSURE

SHOULDER CLOSURE

SIGN PANEL SIZE (Min)

A	48" x 48"
B	72" x 60"
C	36" x 30"

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM  
 FOR LANE CLOSURE ON  
 FREEWAYS AND EXPRESSWAYS

NO SCALE

RSP T10 DATED APRIL 19, 2013. SUPERSEDES STANDARD PLAN T10 DATED MAY 20, 2011 - PAGE 237 OF THE STANDARD PLANS BOOK DATED 2010.

REVISED STANDARD PLAN RSP T10

TO ACCOMPANY PLANS DATED \_\_\_\_\_

PROJECT NO. \_\_\_\_\_ SHEET NO. \_\_\_\_\_

ROUTE \_\_\_\_\_ TOTAL PROJECT \_\_\_\_\_

COUNTY \_\_\_\_\_

REGISTERED CIVIL ENGINEER

APRIL 19, 2013

PLANS APPROVAL DATE

PLANS APPROVED BY \_\_\_\_\_

DATE \_\_\_\_\_

SCALE \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

DATE \_\_\_\_\_

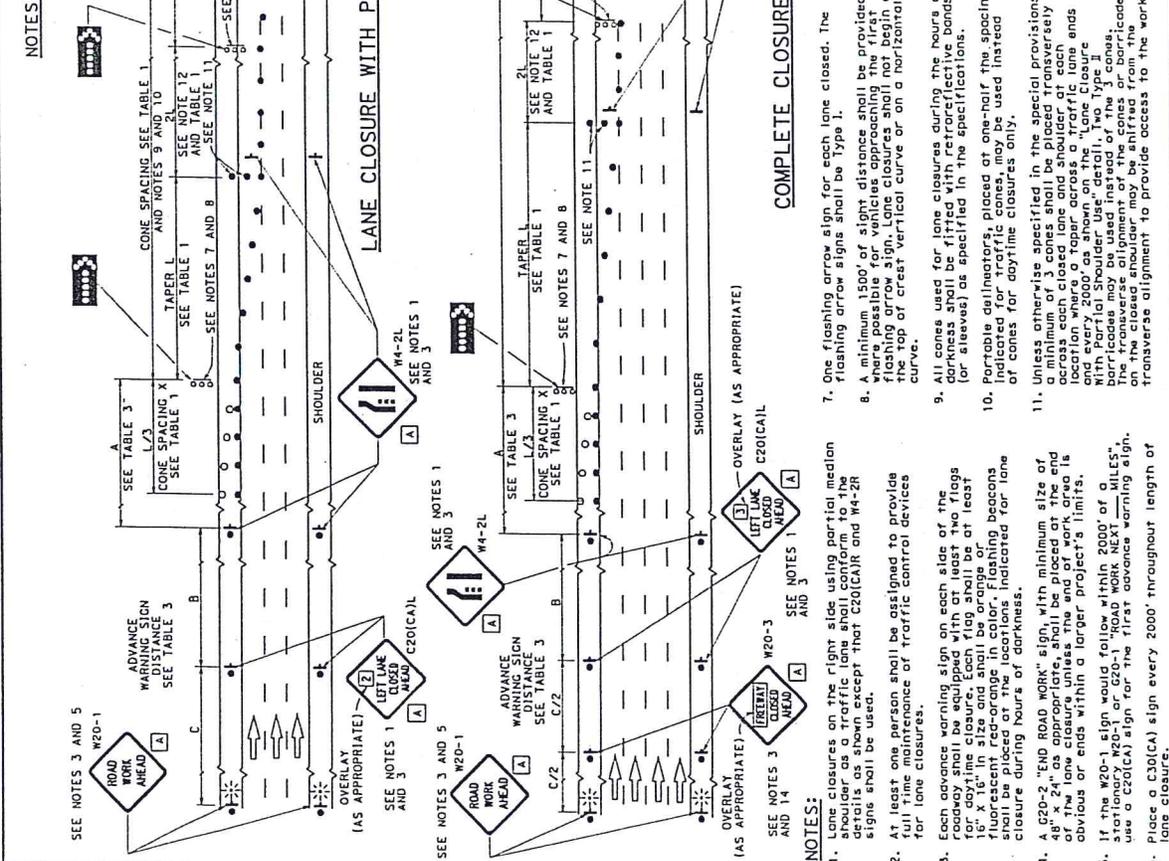
SCALE \_\_\_\_\_

**NOTES:** See Revised Standard Plan RSP T9 for tables.

Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.

Unless otherwise specified in the special provisions, all temporary warning signs shall have black legend on fluorescent orange background.

California codes are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.



- LEGEND**
- TRAFFIC CONE
  - TRAFFIC CONE (OPTIONAL TAPER)
  - ⊥ TEMPORARY TRAFFIC CONTROL SIGN
  - ⊥ FLASHING ARROW SIGN (FAS)
  - ⊥ FAS SUPPORT OR TRAILER
  - ⊥ PORTABLE FLASHING BEACON

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL SYSTEM  
FOR LANE CLOSURES ON  
FREEWAYS AND EXPRESSWAYS**

NO. SCALE

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL SYSTEM  
FOR LANE CLOSURES ON  
FREEWAYS AND EXPRESSWAYS**

NO. SCALE

RSP T10A DATED APRIL 19, 2013 SUPERSEDES STANDARD PLAN T10A  
DATED MAY 20, 2011 - PAGE 238 OF THE STANDARD PLANS BOOK DATED 2010.

REVISED STANDARD PLAN RSP T10A

- NOTES:**
1. Lane closures on the right side using partial median shoulder as a traffic lane shall conform to the details as shown except that C20(CA)R and W4-2R signs shall be used.
  2. At least one person shall be assigned to provide full time maintenance of traffic control devices for lane closures.
  3. Each advance warning sign on each side of the roadway shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or red with fluorescent orange background. The flags shall be placed in advance of the closure during hours of darkness.
  4. A W20-2 "END ROAD WORK" sign, with minimum size of 48" x 48", shall be placed at the end of the lane closure unless the end of work area is obvious or ends within a larger project's limits.
  5. If the W20-1 sign would follow within 2000' of a station marker, W20-1 or C20-1 "ROAD WORK NEXT 1/4 MILE" or C20(CA) sign for the first advance warning sign.
  6. Place a C30(CA) sign every 2000' throughout length of lane closure.
- COMPLETE CLOSURE**
7. One flashing arrow sign for each lane closed. The flashing arrow signs shall be Type 1.
  8. A minimum 1500' of sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Lane closures shall not begin at the top of crest vertical curve or on a horizontal curve.
  9. All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands (or sleeves) as specified in the specifications.
  10. Portable delineators, placed at one-half the spacing indicated for traffic cones, may be used instead of cones for daytime closures only.
  11. Unless otherwise specified in the special provisions, a minimum of 3 cones shall be placed transversely across each closed lane and shoulder at each location where a taper across a "Taper Closure With Partial Shoulder Use" detail, Two Type II barricades may be used instead of the 3 cones. The transverse alignment may be shifted from the transverse alignment to provide access to the work.
- LANE CLOSURE WITH PARTIAL SHOULDER USE**
12. Unless otherwise specified in the special provisions, the 2L tangent shown along lane lines shall be used for each closed traffic lane.
  13. A minimum of Two Type II or III barricades shall be placed across each closed lane approximately 100' from the complete closure area. Within the complete closure area, the transverse alignment of the barricades on the closed shoulder may be shifted from the transverse alignment to provide access to the work.
  14. When specified in the special provisions, a W20-2 "DETOUR AHEAD" sign is to be used in place of the W20-3 "FREEWAY CLOSED AHEAD" sign.

**SIGN PANEL SIZE (MIN)**

A 48" x 48"

B 48" x 18"

C 48" x 30"



**WORK LOCATION SCHEDULE – CHIP SEAL**

THIS PAGE LEFT BLANK INTENTIONALLY

QUANTITIES  
CHIP SEAL

**SITE 1 - SAN MIGUEL AREA**

ROAD	FROM	TO	Length (feet)	Average Width (feet)	Paved Area (SY)	Spread Rate - PMCRS-2h (Gal/SY)	Spread Rate - Fog Seal (Gal/SY)	Spread Rate - Screenings (lb/SY)	Weight of PMCRS-2h (Tons)	Length of Dike (feet)	Weight of Fog Seal (Tons)	Weight of Screenings (Ton)
River Road, North	Via Vendimia	Estrella Road	4560	21	10640	0.3	0.05	19	13.3	9120.0	0.3	101.1
River Road, North	Mission Lane	Bridge w/o Cross Canyon	2950	22	7211	0.3	0.05	19	9.0	5900.0	0.2	68.5
<b>TOTALS</b>			<b>7,510</b>		<b>17,851</b>				<b>22.3</b>		<b>0.5</b>	<b>169.6</b>

**SITE 2 - ATASCADERO AREA**

ROAD	FROM	TO	Length (feet)	Average Width (feet)	Paved Area (SY)	Spread Rate - PMCRS-2h (Gal/SY)	Spread Rate - Fog Seal (Gal/SY)	Spread Rate - Screenings (lb/SY)	Weight of PMCRS-2h (Tons)	Length of Dike (feet)	Weight of Fog Seal (Tons)	Weight of Screenings (Ton)
Carmel Road	Morningside Drive	San Antonio Road	1537	27	4611	0.3	0.05	19	5.8	3074.0	0.1	43.8
Carmel Road	San Antonio Road	El Camino Real	2380	19	5024	0.3	0.05	19	6.3	4760.0	0.2	47.7
Pasadena Road	Carmel Road	West end	1351	19	2852	0.3	0.05	19	3.6	2702.0	0.1	27.1
San Antonio Road	Carmel Road	N. Santa Margarita Road	3307	29	10656	0.3	0.05	19	13.3	6614.0	0.2	101.2
San Antonio Road	N. Santa Margarita Road	Santa Barbara Road	5265	22.5	13163	0.3	0.05	19	16.5	10530.0	0.4	125.0
<b>TOTALS</b>			<b>13,840</b>		<b>36,306</b>				<b>45.4</b>		<b>1.0</b>	<b>344.9</b>

**SITE 3 - POZO AREA**

ROAD	FROM	TO	Length (feet)	Average Width (feet)	Paved Area (SY)	Spread Rate - PMCRS-2h (Gal/SY)	Spread Rate - Fog Seal (Gal/SY)	Spread Rate - Screenings (lb/SY)	Weight of PMCRS-2h (Tons)	Length of Dike (feet)	Weight of Fog Seal (Tons)	Weight of Screenings (Ton)
Las Pilitas Road	6 miles E/o Pozo Road	Park Hill Road	5217	22	12753	0.3	0.05	19	15.9	10434.0	0.4	121.2
Park Hill Road	Highway 58	1 mile e/o Highway 58	5280	22	12907	0.3	0.05	19	16.1	10560.0	0.4	122.6
Park Hill Road	1 mile e/o Highway 58	2 mile e/o Highway 58	5280	22	12907	0.3	0.05	19	16.1	10560.0	0.4	122.6
Park Hill Road	2 mile e/o Highway 58	7 Oaks Lane	5020	24	13387	0.3	0.05	19	16.7	10040.0	0.3	127.2
Park Hill Road	7 Oaks Lane	1 mile e/o 7 Oaks Lane	5280	21	12320	0.3	0.05	19	15.4	10560.0	0.4	117.0
Park Hill Road	River Road	1 mile e/o River Road	5280	21	12320	0.3	0.05	19	15.4	10560.0	0.4	117.0
Park Hill Road	1 mile e/o River Road	2 mile e/o River Road	5280	21	12320	0.3	0.05	19	15.4	10560.0	0.4	117.0
Park Hill Road	2 mile e/o River Road	Black Mountain Road	3236	20	7191	0.3	0.05	19	9.0	6472.0	0.2	68.3
Park Hill Road	Black Mountain Road	1 mile e/o. Black Mountain Rd	5280	21	12320	0.3	0.05	19	15.4	10560.0	0.4	117.0
Park Hill Road	1 mile e/o. Black Mountain Rd	2 mile e/o. Black Mountain Rd	5280	22	12907	0.3	0.05	19	16.1	10560.0	0.4	122.6
Park Hill Road	2 mile e/o. Black Mountain Rd	Pozo Road	2365	24	6307	0.3	0.05	19	7.9	4730.0	0.2	59.9
Pozo Road	Highway 58	1 mile e/o. Highway 58	5280	35	20533	0.3	0.05	19	25.7	10560.0	0.4	195.1
Pozo Road	Santa Margarita Lake Road	8 ft culvert	5280	24	14080	0.3	0.05	19	17.6	10560.0	0.4	133.8
Pozo Road	8 ft culvert	2 mile e/o Santa Margarita Rd	5280	24	14080	0.3	0.05	19	17.6	10560.0	0.4	133.8
Pozo Road	2 mile e/o Santa Margarita Rd	Rinconada Trailhead	5007	25	13908	0.3	0.05	19	17.4	10014.0	0.3	132.1
<b>TOTALS</b>			<b>73,645</b>		<b>190,239</b>				<b>237.8</b>		<b>5.1</b>	<b>1807.3</b>

QUANTITIES  
CHIP SEAL

SITE 4 - NIPOMO AREA

ROAD	FROM	TO	Length (feet)	Average Width (feet)	Paved Area (SY)	Spread Rate - PMCRS-2h (Gal/SY)	Spread Rate - Fog Seal (Gal/SY)	Spread Rate - Screenings (lb/SY)	Weight of PMCRS-2h (Tons)	Length of Dike (feet)	Weight of Fog Seal (Tons)	Weight of Screenings (Ton)
Thompson Road	Hwy 166	1 mile n/o Cuyama Ln (Hwy 166)	5280	26	15253	0.3	0.05	19	19.1	10560.0	0.4	144.9
Thompson Road	1 mile n/o Cuyama Ln (Hwy 166)	Poague Road	4110	28	12787	0.3	0.05	19	16.0	8220.0	0.3	121.5
Thompson Road	Poague Road	Rancho Road	8081	30	26937	0.3	0.05	19	33.7	16162.0	0.6	255.9
Thompson Road	Rancho Road	Knotts Street	2147	31	7395	0.3	0.05	19	9.2	4294.0	0.1	70.3
Thompson Road	Chestnut	Hwy 101	15237	32	54176	0.3	0.05	19	67.7	30474.0	1.1	514.7
Suey Creek Road	Hwy 166	1 mile N/O Hwy 166	5280	22	12907	0.3	0.05	19	16.1	10560.0	0.4	122.6
<b>TOTALS</b>			<b>40,135</b>		<b>129,455</b>				<b>161.8</b>		<b>2.8</b>	<b>1229.8</b>

QUANTITIES  
CHIP SEAL

**ADDITIVE BID 1 - SITE 2 - ATASCADERO AREA (EL CAMINO REAL)**

ROAD	FROM	TO	Length (feet)	Average Width (feet)	Paved Area (SY)	Spread Rate - PMCRS-2h (Gal/SY)	Spread Rate - Fog Seal (Gal/SY)	Spread Rate - Screenings (lb/SY)	Weight of PMCRS-2h (Tons)	Length of Dike (feet)	Weight of Fog Seal (Tons)	Weight of Screenings (Ton)
El Camino Real	Santa Margarita Road	Carmel Road	2803	46	14326	0.3	0.05	19	17.9	5606.0	0.2	136.1
El Camino Real	Carmel Road	Santa Clara Road	4810	33.5	17904	0.3	0.05	19	22.4	9620.0	0.3	170.1
El Camino Real	Santa Clara Road	Atas City Limits	3341	32	11879	0.3	0.05	19	14.8	6682.0	0.2	112.9
<b>TOTALS</b>			<b>10,954</b>		<b>44,109</b>				<b>55.1</b>		<b>0.8</b>	<b>419.0</b>

**ADDITIVE BID 2 - SITE 5 - SOUTH COUNTY AREA (DIVISION STREET)**

ROAD	FROM	TO	Length (feet)	Average Width (feet)	Paved Area (SY)	Spread Rate - PMCRS-2h (Gal/SY)	Spread Rate - Fog Seal (Gal/SY)	Spread Rate - Screenings (lb/SY)	Weight of PMCRS-2h (Tons)	Length of Dike (feet)	Weight of Fog Seal (Tons)	Weight of Screenings (Ton)
Division Street	Highway 1	1 mile e/o Hwy 1	5280	24.6	14432	0.3	0.05	19	18.0	10560.0	0.4	137.1
Division Street	1 mile e/o Hwy 1	2 miles e/o Hwy 1	5280	24.5	14373	0.3	0.05	19	18.0	10560.0	0.4	136.5
Division Street	2 miles e/o Hwy 1	Oso Flaco Road	2149	23.6	5635	0.3	0.05	19	7.0	4298.0	0.1	53.5
Division Street	Osos Flaco Road	Bonita School Road	3755	25	10431	0.3	0.05	19	13.0	7510.0	0.3	99.1
Division Street	Bonita School Road	Riverside Road	6263	26.7	18580	0.3	0.05	19	23.2	12526.0	0.4	176.5
<b>TOTALS</b>			<b>22,727</b>		<b>63,451</b>				<b>79.3</b>		<b>1.6</b>	<b>602.8</b>

**ADDITIVE BID 3 - SITE 5 - SOUTH COUNTY AREA (OSO FLACO LAKE ROAD)**

ROAD	FROM	TO	Length (feet)	Average Width (feet)	Paved Area (SY)	Spread Rate - PMCRS-2h (Gal/SY)	Spread Rate - Fog Seal (Gal/SY)	Spread Rate - Screenings (lb/SY)	Weight of PMCRS-2h (Tons)	Length of Dike (feet)	Weight of Fog Seal (Tons)	Weight of Screenings (Ton)
Oso Flaco Lake Road	1 mile e/o Oso Flaco Lake	2 miles e/o Oso Flaco Lake	5280	23	13493	0.3	0.05	19	16.9	10560.0	0.4	128.2
Oso Flaco Lake Road	2 miles e/o Oso Flaco Lake	Hwy 1	5707	23	14585	0.3	0.05	19	18.2	11414.0	0.4	138.6
<b>TOTALS</b>			<b>10,987</b>		<b>28,078</b>				<b>35.1</b>		<b>0.8</b>	<b>266.7</b>

<b>GRAND TOTAL</b>	<b>179,798</b>	<b>509,489</b>	<b>636.9</b>	<b>12.5</b>	<b>4,840.1</b>
--------------------	----------------	----------------	--------------	-------------	----------------

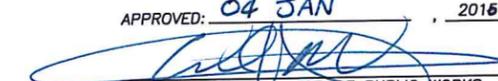
THIS PAGE LEFT BLANK INTENTIONALLY

## **PROJECT PLANS**

THIS PAGE LEFT BLANK INTENTIONALLY

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
VARIES	300563	1	8

**COUNTY OF SAN LUIS OBISPO, CALIFORNIA**  
**PUBLIC WORKS DEPARTMENT**  
**TRANSPORTATION DIVISION**

APPROVED: 04 JAN, 2016  
  
 WADE HORTON, DIRECTOR OF PUBLIC WORKS - R.C.E. 64745

INDEX OF SHEETS

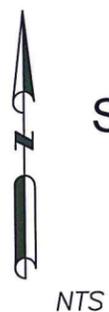
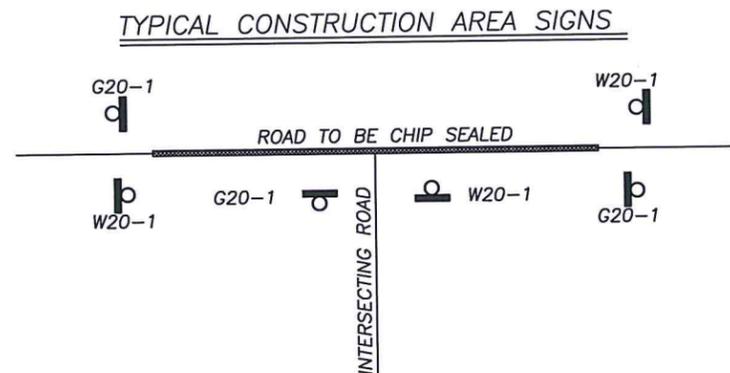
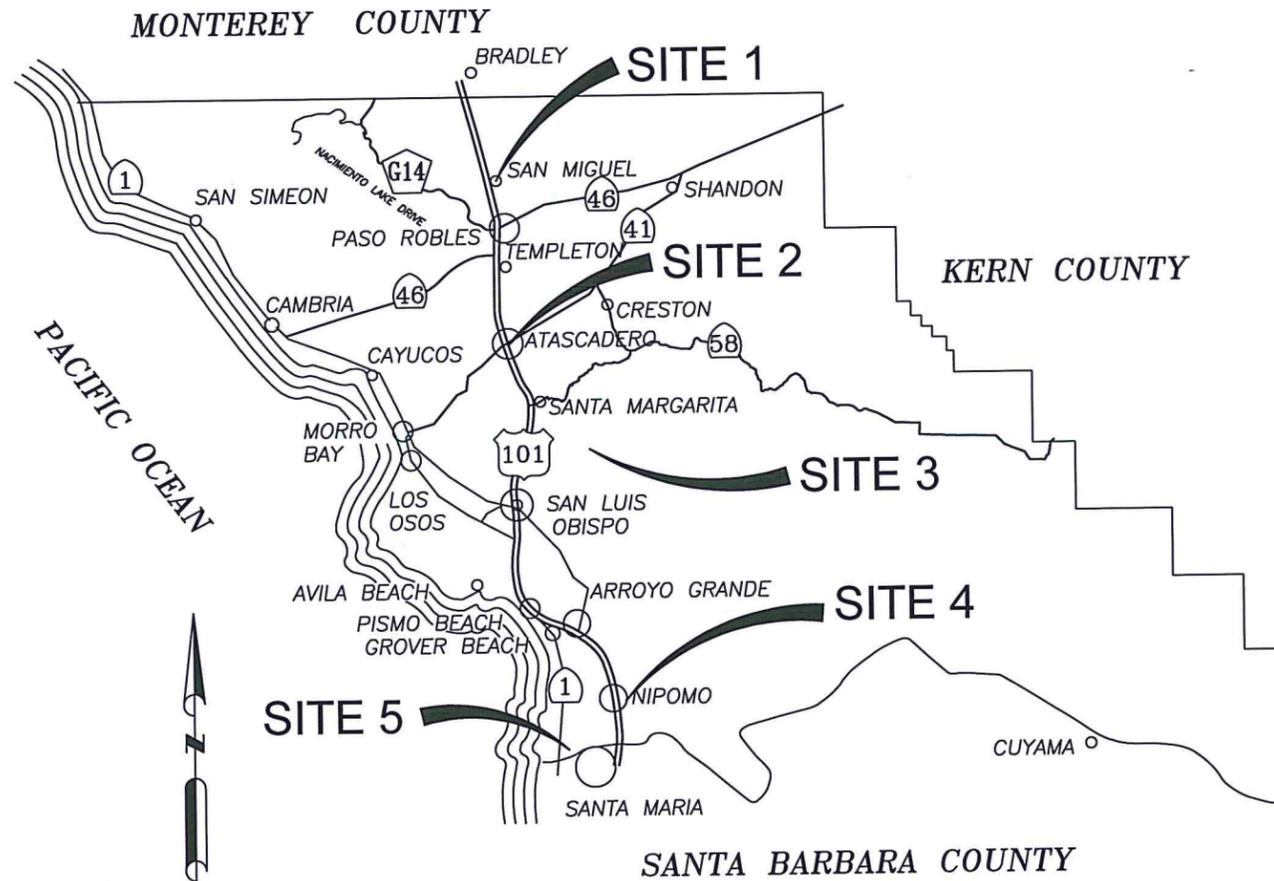
SHEET NO. 1	TITLE SHEET
SHEET NO. 2	SITE 1 - SAN MIGUEL AREA
SHEET NO. 3	SITE 2 - ATASCADERO AREA
SHEET NO. 4	SITE 3 - POZO AREA
SHEET NO. 5	SITE 3 - POZO AREA
SHEET NO. 6	SITE 4 - NIPOMO AREA
SHEET NO. 7	SITE 4 - NIPOMO AREA
SHEET NO. 8	SITE 5 - SOUTH COUNTY AREA

**2015-16 CHIP SEAL,**  
**VARIOUS COUNTY ROADS,**  
**SAN LUIS OBISPO COUNTY, CA**  
**CONTRACT NO. 300563**

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

LICENSE REQUIREMENTS

THE SUCCESSFUL BIDDER SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSES AS SPECIFIED IN THE "NOTICE TO BIDDERS".



2015-16 CHIP SEAL PROJECT					
TITLE SHEET					
SAN LUIS OBISPO COUNTY, CA.					
Designer	Date	Drawn By	Date	Design Engineer	Date
J. LAMBERT	01/2016	JPF	01/2016	JEFF WERST	01/2016

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
VARIES	300563	2	8



TAG	TYPE	SIZE	SIGN NAME	QTY.
	PORTABLE CHANGEABLE MESSAGE SIGNS			2

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



0 1 2 3  
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS



2015-16 CHIP SEAL					
SITE 1 - SAN MIGUEL AREA					
SAN LUIS OBISPO COUNTY, CA.					
Designer	Date	Drawn By	Date	Design Engineer	Date
J. LAMBERT	01/2016	JPF	01/2016	JEFF WERST	01/2016

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
VARIES	300563	3	8

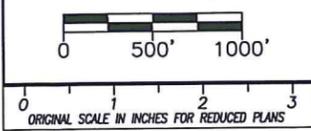


TAG	TYPE	SIZE	SIGN NAME	QTY.
	PORTABLE CHANGEABLE MESSAGE SIGNS			2

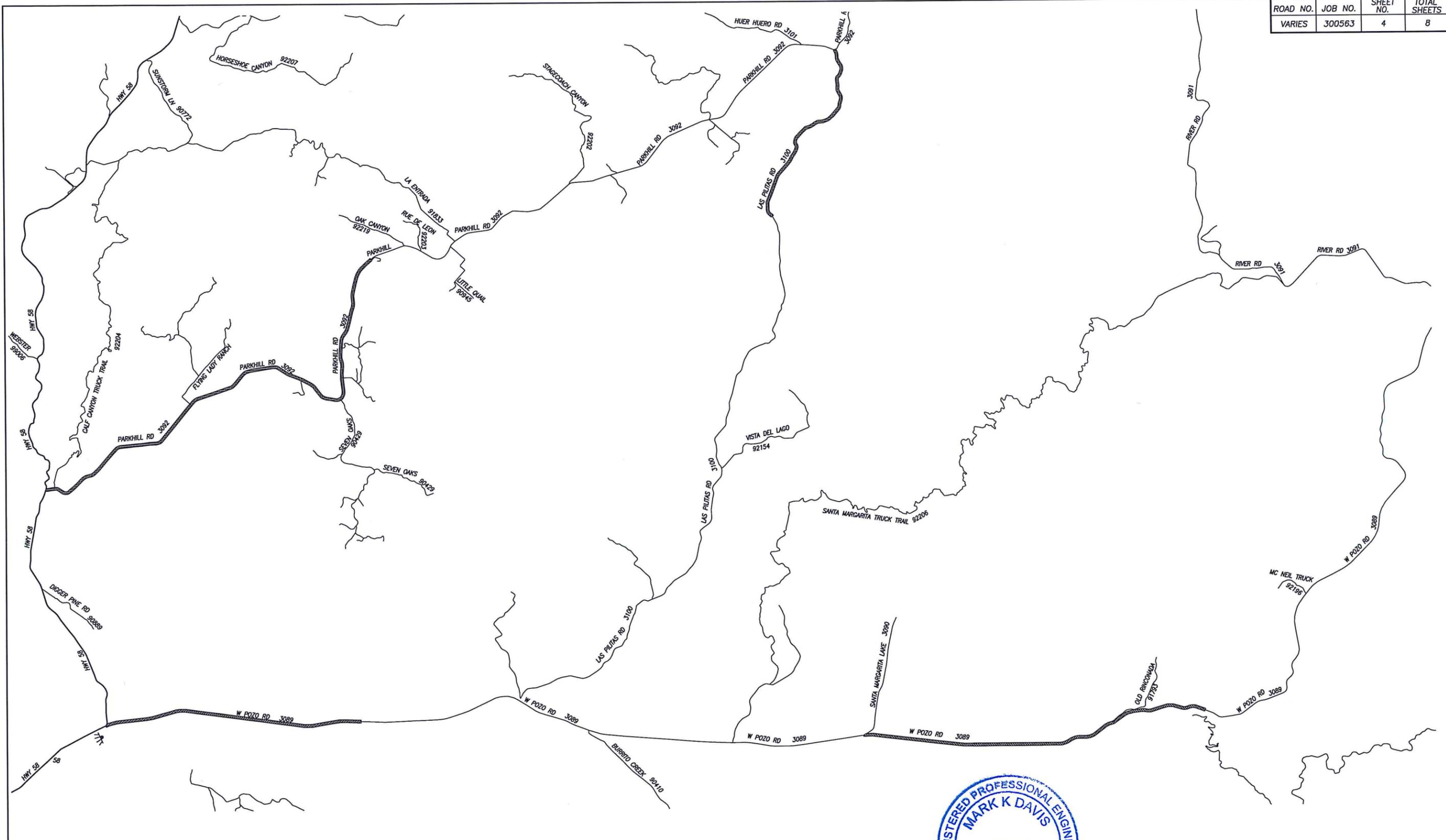
NOTE:  
CONSTRUCTION AREA SIGNS SHALL BE PLACED 1500' IN ADVANCE AND BEYOND ANY PROJECT ROAD INTERSECTING A STATE HIGHWAY OR AS DIRECTED BY THE ENGINEER.



2015-16 CHIP SEAL					
SITE 2 - ATASCADERO AREA					
SAN LUIS OBISPO COUNTY, CA.					
Designer	Date	Drawn By	Date	Design Engineer	Date
J. LAMBERT	01/2016	JPF	01/2016	JEFF WERST	01/2016

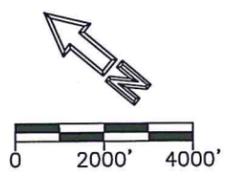


ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
VARIES	300563	4	8



TAG	TYPE	SIZE	SIGN NAME	QTY.
	PORTABLE CHANGEABLE MESSAGE SIGNS			1

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

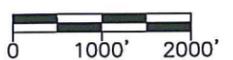
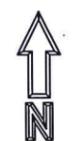
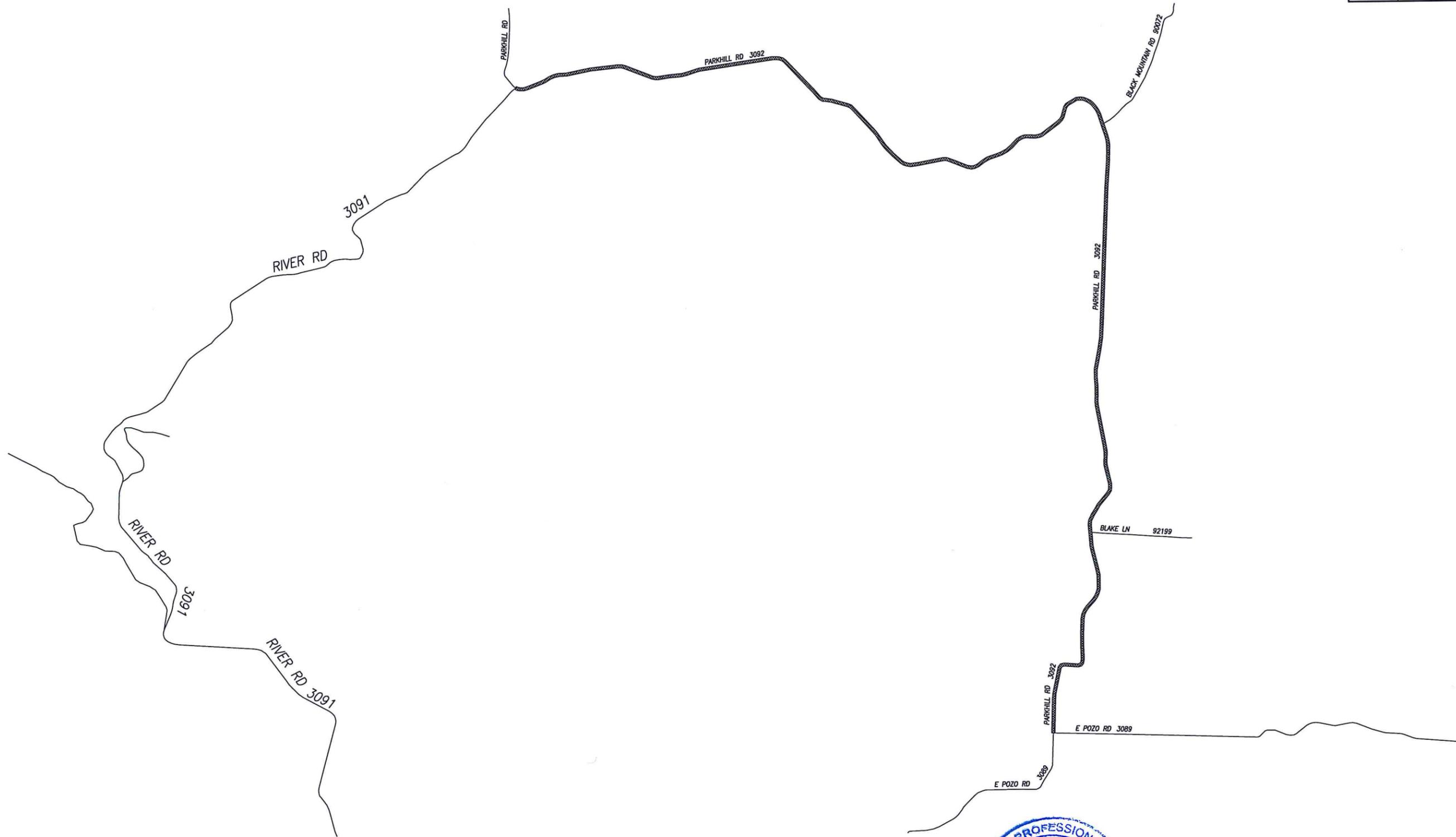


0 1 2 3  
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS



2015-16 CHIP SEAL					
SITE 3 - POZO AREA					
SAN LUIS OBISPO COUNTY, CA.					
Designer	Date	Drawn By	Date	Design Engineer	Date
J. LAMBERT	01/2016	JPF	01/2016	JEFF WERST	01/2016

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
VARIES	300563	5	8



0 1 2 3  
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

TAG	TYPE	SIZE	SIGN NAME	QTY.
∩/∩	PORTABLE CHANGEABLE MESSAGE SIGNS			0

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



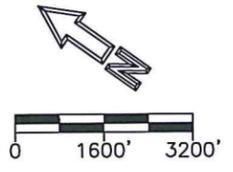
2015-16 CHIP SEAL					
SITE 3 - POZO AREA					
SAN LUIS OBISPO COUNTY, CA.					
Designer	Date	Drawn By	Date	Design Engineer	Date
J. LAMBERT	01/2016	JPF	01/2016	JEFF WERST	01/2016

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
VARIES	300563	6	8



TAG	TYPE	SIZE	SIGN NAME	QTY.
1	PORTABLE CHANGEABLE MESSAGE SIGNS			1

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



0 1 2 3  
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

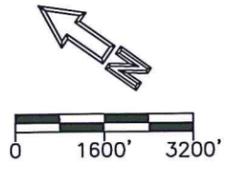
2015-16 CHIP SEAL					
SITE 4 - NIPOMO AREA					
SAN LUIS OBISPO COUNTY, CA.					
Designer	Date	Drawn By	Date	Design Engineer	Date
J. LAMBERT	01/2016	JPF	01/2016	JEFF WERST	01/2016

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
VARIABLES	300563	7	8



TAG	TYPE	SIZE	SIGN NAME	QTY.
1/1	PORTABLE CHANGEABLE MESSAGE SIGNS			2

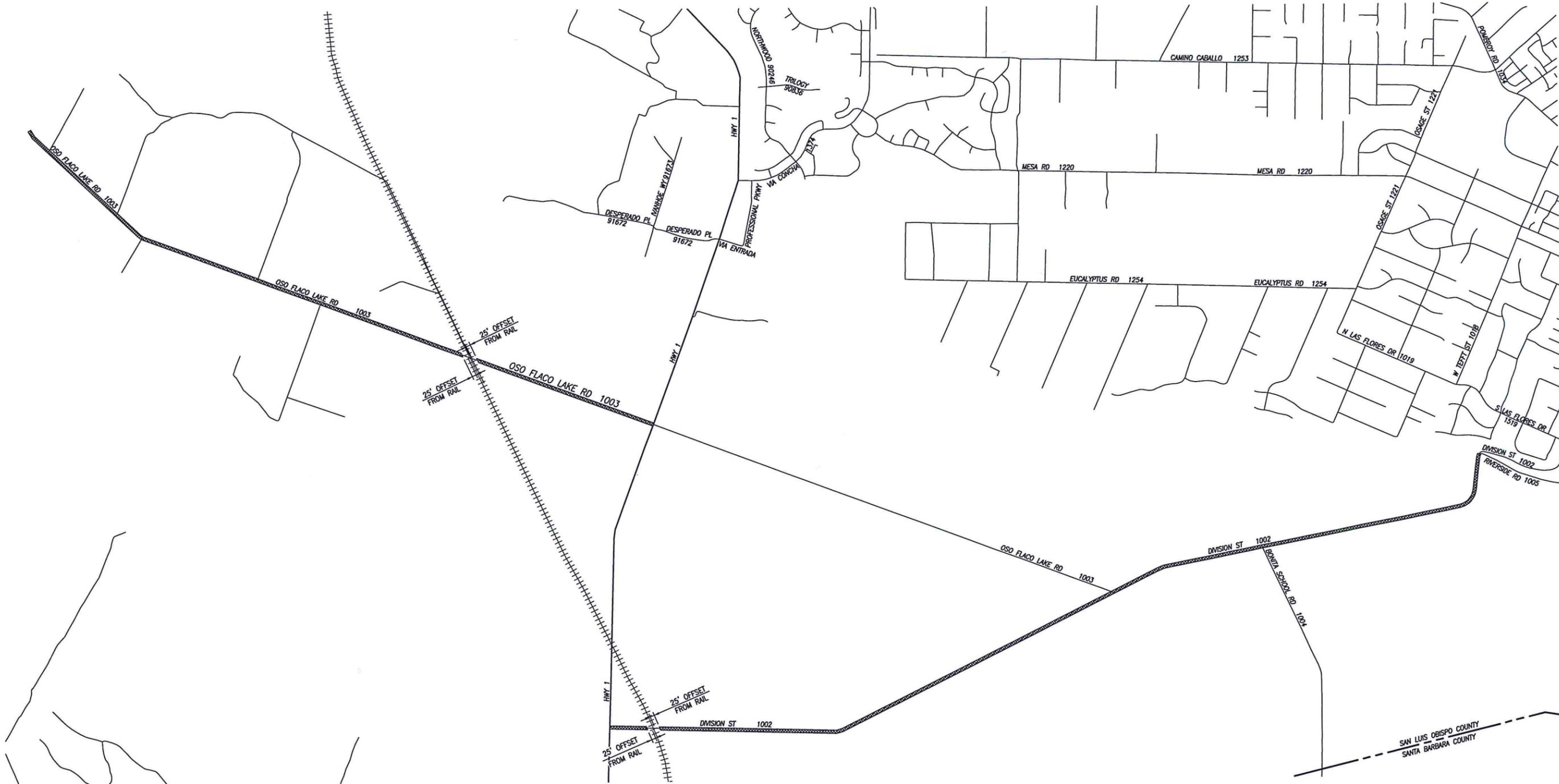
NOTE:  
CONSTRUCTION AREA SIGNS SHALL BE PLACED 1500' IN ADVANCE AND BEYOND ANY PROJECT ROAD INTERSECTING A STATE HIGHWAY OR AS DIRECTED BY THE ENGINEER.



2015-16 CHIP SEAL					
SITE 4 - NIPOMO AREA					
SAN LUIS OBISPO COUNTY, CA.					
Designer	Date	Drawn By	Date	Design Engineer	Date
J. LAMBERT	01/2016	JPF	01/2016	JEFF WERST	01/2016

0 1 2 3  
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

ROAD NO.	JOB NO.	SHEET NO.	TOTAL SHEETS
VARIES	300563	8	8



0 1 2 3  
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

TAG	TYPE	SIZE	SIGN NAME	QTY.
	PORTABLE CHANGEABLE MESSAGE SIGNS			0

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



2015-16 CHIP SEAL					
SITE 5 - SOUTH COUNTY AREA					
SAN LUIS OBISPO COUNTY, CA.					
Designer	Date	Drawn By	Date	Design Engineer	Date
J. LAMBERT	01/2016	JPF	01/2016	JEFF WERST	01/2016