

**REMOVAL AND REPLACEMENT OF  
THE RESERVOIR LINER AT THE  
SANTA MARGARITA  
BOOSTER STATION RESERVOIR  
SANTA MARGARITA, CA  
CONTRACT NO. 535R155715**

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**PLANS**

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

**NOTICE AND INSTRUCTIONS  
TO BIDDERS**

**FOR**

**REMOVAL AND REPLACEMENT OF  
THE RESERVOIR LINER AT THE  
SANTA MARGARITA  
BOOSTER STATION RESERVOIR  
SANTA MARGARITA, CA  
CONTRACT NO. 535R155715**

**SAN LUIS OBISPO COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
NOTICE TO BIDDERS**

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

**REMOVAL AND REPLACEMENT OF  
THE RESERVOIR LINER AT THE  
SANTA MARGARITA  
BOOSTER STATION RESERVOIR  
SANTA MARGARITA, CA  
CONTRACT NO. 535R155715**

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

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

Two non-mandatory pre-bid meetings will be held on Thursday, May 8, 2014 at 9:00 am and Thursday, May 15, 2014 at 9:00 am at the following location:

Santa Margarita Booster Station Reservoir  
18635 El Camino Real  
Santa Margarita, CA

Direction to the pre-bid meeting location are as follows:

- Northbound or southbound Highway 101 to Santa Margarita
- EXIT at Highway 58 to Santa Margarita
- TURN RIGHT(immediately after exit) through Park-n-Ride Lot onto PG&E Frontage Road
- CONTINUE on road to Santa Margarita Booster Pump Station Reservoir

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

Bids are required for the entire work described herein.

An official bound copy of a reduced size set of the Project Plans, the Agreement, the Special Provisions, and blank forms suitable for use in bidding on said work may be obtained from the Department of Public Works, Room 207, County Government Center, San Luis Obispo, CA 93408 and may be purchased therefrom for \$ \_\_\_\_\_, (tax included), per bound copy, said purchase cost

not to be refunded. Such documents must be purchased from the Department of Public Works in order to be recognized as an official planholder. No bid will be considered which is not on the forms herein provided. A full size set of the Project Plans and cross sections, if available, are charged separately at the department's current rates and will be provided only upon request.

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

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

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

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

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

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

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

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

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

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

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

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

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

The Board of Supervisors reserves the right to reject any or all bids, and to waive discrepancies, irregularities, informalities or any other errors in the bids or bidding, if to do so seems to best serve the public interest. The right of Board of Supervisors to waive errors applies even if the Contract Documents state that a discrepancy, irregularity, informality or other error makes a bid nonresponsive, so long as the error does not constitute a material error.

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

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

By order of the Board of Supervisors of the San Luis Obispo Flood Control and Water Conservation District made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

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

Bid protests and any other challenges to the award of this construction contract must comply with the requirements described in the "Policy Governing Bid Protests and other Challenges to Construction Contracts" ("Policy"), a copy of which is attached to this contract. In addition to the requirements described in the Policy, any bid protest must be submitted in writing to the Department of Public Works, Room 207, County Government Center, 976 Osos Street, San Luis Obispo, CA 93408; Attention: Design Engineer.

## **SPECIAL INSTRUCTIONS TO BIDDERS**

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

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

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

Attention is directed to Section 2-1.03, "Experience and Qualifications Certification," of the Special Provisions regarding the requirement that bidders submit the "CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS" form, included in Section titled "Bid Proposal and Forms of the Contract Documents."

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

**BID PROPOSAL AND FORMS**

**FOR**

**REMOVAL AND REPLACEMENT OF  
THE RESERVOIR LINER AT THE  
SANTA MARGARITA  
BOOSTER STATION RESERVOIR  
SANTA MARGARITA, CA  
CONTRACT NO. 535R155715**

**BID PROPOSAL**

TO: THE BOARD OF SUPERVISORS OF THE SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, STATE OF CALIFORNIA:

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

**SEE NEXT PAGE FOR BID PROPOSAL FORM**

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SANTA MARGARITA  
BOOSTER STATION RESERVOIR  
SANTA MARGARITA, CA  
535R155715  
BID PROPOSAL**

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
1	-	Mobilization / Demobilization	1	LS	LUMP SUM	
2	-	Demolition	1	LS	LUMP SUM	
3	-	Preparation of Reservoir	1	LS	LUMP SUM	
4	-	Installation of the Containment Membrane	1	LS	LUMP SUM	
					<b>TOTAL BID</b>	<b>\$</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:

- BIDDER'S INFORMATION LIST
- DESIGNATION OF SUBCONTRACTORS
- BIDDER'S NON-COLLUSION DECLARATION (STATE FORM)
- CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS
- BIDDER'S BOND

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

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

Accompanying this bid proposal is a bidder's bond, cash, cashier's check, or a certified check, payable to the San Luis Obispo County Flood Control and Water Conservation District, for the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said amount being at least ten percent (10%) of the total of the bid. The proceeds thereof shall become the property of the San Luis Obispo County Flood Control and Water Conservation District if the proposal is withdrawn after the time fixed in the Notice to Bidders for the opening of bids, or if, in case this bid is accepted by said Board of Supervisors and such bidder has received notice that the contract has been awarded to him/her, the undersigned shall fail within ten (10) calendar days, not including Saturdays, Sundays, and legal holidays, thereafter to execute a contract with the District and furnish the certificates of

insurance and Payment and Performance bonds required by the Contract Documents. Otherwise, said guarantee, except a bidder's bond, will be returned to the undersigned.

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

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

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

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

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

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

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

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

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

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

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

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

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

Telephone Number \_\_\_\_\_

Date \_\_\_\_\_

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

**RETURN THIS FORM WITH YOUR BID PROPOSAL**

## **BIDDERS INFORMATION LIST**

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

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

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

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

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

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

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

Gross Annual Receipts for last year:

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

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

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

Contractor Specialty for this job:

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

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

**RETURN THIS FORM WITH YOUR BID PROPOSAL**

**DESIGNATION OF SUBCONTRACTORS FORM**

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

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

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

FC-13

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

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

**RETURN THIS FORM WITH YOUR BID PROPOSAL**

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

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

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

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

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

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

\_\_\_\_\_  
Title

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

**RETURN THIS FORM WITH YOUR BID PROPOSAL**

## **CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**

**This form shall be completed, signed by bidder, and submitted to the County of San Luis Obispo with bidder's bid. Failure to complete, sign, and submit with bidder's bid may result in bidder's bid being rejected as nonresponsive.**

The undersigned bidder certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed in the State of California, to do the type of work contemplated in the Contract Documents. Bidder further certifies that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents. Any bidder not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board.

The bidder represents that it is competent, knowledgeable, and has special skills of the nature, extend, and inherent conditions of the work to be performed. Bidder further acknowledges that there may be certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Bidder shall fully and completely answer each question set forth below. If necessary attach additional sheets. Print or type each response. If your response to any question is "no" or "none," you must state "no" or "none." "Not applicable" or other similar response will not be accepted.

### **I. INSTALLER QUALIFICATION**

As noted in Section 33 47 00, Reinforced Polypropylene Lining System, Paragraph 1.06 Qualifications,

1. Installer shall have a minimum of 5,000,000 square feet of geomembrane or lining system installed during the last 10 years.
2. Installer shall have worked in a similar capacity on projects similar in complexity to the project described in the contract documents, and with at least 50,000 square feet of geomembrane or lining system installation on each project.
3. The Installation Supervisor shall have worked in a similar capacity on projects similar in size and complexity to the project described in the Contract Documents.
4. Installer experience shall include a minimum of 1,000,000 square feet of geomembrane seaming work using the type of seaming apparatus proposed for use on this project.

Bidder shall list such projects below:

*Project 1* Applies to qualification(s) # 1 2 3 4 (Circle all that apply)

Project Name: \_\_\_\_\_

Project Manager Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Address: \_\_\_\_\_

Owner's Representative: \_\_\_\_\_

Owner's Phone Number: \_\_\_\_\_

Bid Price: \_\_\_\_\_

Final Construction Cost: \_\_\_\_\_

General Description of Work: \_\_\_\_\_

*Project 2* Applies to qualification(s) # 1 2 3 4 (Circle all that apply)

Project Name: \_\_\_\_\_

Project Manager Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Address: \_\_\_\_\_

Owner's Representative: \_\_\_\_\_

Owner's Phone Number: \_\_\_\_\_

Bid Price: \_\_\_\_\_

Final Construction Cost: \_\_\_\_\_

General Description of Work: \_\_\_\_\_

*Project 3* Applies to qualification(s) # 1 2 3 4 (Circle all that apply)

Project Name: \_\_\_\_\_

Project Manager Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Address: \_\_\_\_\_

Owner's Representative: \_\_\_\_\_

Owner's Phone Number: \_\_\_\_\_

Bid Price: \_\_\_\_\_

Final Construction Cost: \_\_\_\_\_

General Description of Work: \_\_\_\_\_

Attach additional sheets with project information if necessary.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CONTRACTOR QUALIFICATION QUESTIONNAIRE AND ATTACHMENTS, IF ANY, AND KNOW ITS CONTENTS, AND SAID CONTRACTOR QUALIFICATION QUESTIONNAIRE AND ATTACHMENTS, IF ANY, ARE TRUTHFUL, COMPLETE AND ACCURATE; AND THAT DISTRICT MAY REASONABLY RELY UPON THE CONTENTS AS BEING COMPLETE AND ACCURATE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

Executed on the date indicated below, at the location indicated below.

Date \_\_\_\_\_

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

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

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

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

Telephone Number \_\_\_\_\_

**RETURN THIS FORM WITH YOUR BID PROPOSAL**

**BIDDER'S BOND**

KNOW ALL BY THESE PRESENTS:

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

**REMOVAL AND REPLACEMENT OF  
THE RESERVOIR LINER AT THE  
SANTA MARGARITA  
BOOSTER STATION RESERVOIR  
SANTA MARGARITA, CA  
CONTRACT NO. 535R155715**

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

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

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

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

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

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

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

Principal

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

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

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

Surety

\_\_\_\_\_

\_\_\_\_\_ Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged.

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

**CONTRACT AGREEMENT**

**FOR**

**REMOVAL AND REPLACEMENT OF  
THE RESERVOIR LINER AT THE  
SANTA MARGARITA  
BOOSTER STATION RESERVOIR  
SANTA MARGARITA, CA  
CONTRACT NO. 535R155715**

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

**AGREEMENT**

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

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

**ARTICLE 1 – WORK**

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

**REMOVAL AND REPLACEMENT OF  
THE RESERVOIR LINER AT THE  
SANTA MARGARITA  
BOOSTER STATION RESERVOIR  
SANTA MARGARITA, CA  
CONTRACT NO. 535R155715**

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

**ARTICLE 2 – CONTRACT**

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

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

COUNTY CLERK: Means the Clerk of the Board of Supervisors of the San Luis Obispo County Flood Control and Water Conservation District, State of California.

### ARTICLE 3 – CONTRACT TIMES

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

### ARTICLE 4 – CONTRACT PRICE

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

### ARTICLE 5 – SUBCONTRACTING

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

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

### ARTICLE 6

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

## ARTICLE 7 - INSURANCE REQUIREMENTS

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

### 7.01 SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES

#### A. COMMERCIAL GENERAL LIABILITY

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

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

#### B. BUSINESS AUTOMOBILE POLICY

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

- i.) The County of San Luis Obispo, its officers, officials, employees, and volunteers are named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

- ii.) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of San Luis Obispo, Department of Public Works.

C. WORKERS' COMPENSATION / EMPLOYERS' LIABILITY INSURANCE

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

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

7.02 DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

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

7.03 DOCUMENTATION

Prior to commencement of work and annually thereafter for the term of this Agreement, Contractor will provide to the County of San Luis Obispo, Department of Public Works, Room 207, County Government Center, CA 93408, Attention Design Engineer, Contract No. 535R155715, properly executed certificates of insurance clearly evidencing the coverage, limits, and endorsements specified in this Agreement. Further, at the County's request, the Contractor shall provide certified copies of the insurance policies within thirty days of request.

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

7.04 ABSENCE OF INSURANCE COVERAGE

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and effect, all insurance

policies with coverage levels at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense.

#### 7.05 SPECIAL RISKS OR CIRCUMSTANCES

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

### ARTICLE 8 – INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the County, its officers, employees, and volunteers from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities, or other losses (hereafter, collectively "claims") that may be asserted by any person or entity, and that arise out of or relate in any way to any acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims, in their entirety, even when such claims arise from the comparative negligence of the County, its officers or employees. However, this indemnity will not extend to any claims arising out of the sole negligence or willful misconduct of the County, its officers or employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

1. Violation of statute.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Broad Form Property Damage (Including Completed Operations).
7. Premises Liability.
8. Strict Liability.
9. Inverse condemnation.
10. Violation of civil rights
11. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board, or any other California entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the County, against any responsibility or liability in contravention of Civil Code 2782.

It is the intent of the parties to provide the County the fullest indemnification, defense, and “hold harmless” rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

All of the preceding indemnification rights granted the County above shall survive any termination of this agreement.

#### ARTICLE 9 – FINAL PAYMENT

It is mutually agreed between the parties hereto, that no certificate given or payments made under this contract, except the final payment, shall be evidence of the performance of this contract, either wholly or in part, against any claim of the Contractor. Final payment for the work performed under this contract shall not be made until the lapse of thirty-five (35) calendar days after the notice of completion of said work has been filed for record and no payment shall be construed to be an acceptance of any defective work or improper materials. The Contractor further agrees that acceptance by the Contractor of the final payment due under this contract, and the adjustment and payment of his/her bill rendered for any work done in accordance with any amendments of this Contract, shall be and shall operate as a release to the San Luis Obispo County Flood Control and Water Conservation District from any and all claims or liabilities on account of work performed under this Contract except claims or liabilities for which written notice of claim or protest has been filed with the Public Works Director. Besides guarantees required elsewhere, the Contractor shall and does hereby guarantee all workmanship and material for a period of one year from and after both the date of acceptance of the work and the recordation of the notice of completion by the District and shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the District is or becomes defective during the period of said guarantee without expense whatsoever to the District.

#### ARTICLE 10 – CONTRACTOR’S REPRESENTATIONS

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

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

## ARTICLE 11 – APPRENTICES

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

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

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

## ARTICLE 12 – PAYROLL RECORDS

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

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

## ARTICLE 13 – EQUAL EMPLOYMENT OPPORTUNITY

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Public Works setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Public Works, advising the said labor union or worker's representative of the Contractor's commitments under this Article 14 and shall post copies of the Notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the District and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of this Article in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Public Works Director or the Secretary of Labor may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### ARTICLE 14 - SAFETY

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

#### ARTICLE 15 – BONDS

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

## ARTICLE 16 – ATTORNEYS FEES

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

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

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

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

SAN LUIS OBISPO COUNTY  
FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT

CONTRACTOR

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

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

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

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

ATTEST:  
CLERK OF THE BOARD OF  
SUPERVISORS

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

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

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

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

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

APPROVAL RECOMMENDED  
PAAVO OGREN

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

By: PAAVO OGREN  
Director of Public Works

Address for giving notices:

Date: 7/14/14

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

APPROVED AS TO FORM AND  
LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By: Rita L. Neal

Date: 4/3/14

**PERFORMANCE BOND**

KNOW ALL BY THESE PRESENTS: That

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Principal

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

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

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

Surety

\_\_\_\_\_

\_\_\_\_\_ Address

NOTE:

Signatures of those executing for Surety must be properly acknowledged.

**PAYMENT BOND**

KNOW ALL BY THESE PRESENTS:

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

\_\_\_\_\_ (hereinafter designated as "Principal") have

entered into an agreement for \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

Principal

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

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

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

Surety

\_\_\_\_\_

Address

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

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

**SPECIAL PROVISIONS**

**FOR**

**REMOVAL AND REPLACEMENT OF  
THE RESERVOIR LINER AT THE  
SANTA MARGARITA  
BOOSTER STATION RESERVOIR  
SANTA MARGARITA, CA  
CONTRACT NO. 535R155715**

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CONTRACT NO. 535R155715

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

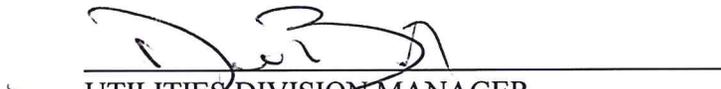
**PREPARED BY:**

  
PROJECT ENGINEER



4/7/14  
EXP 6/30/14

4/4/2014  
DATE

  
UTILITIES DIVISION MANAGER

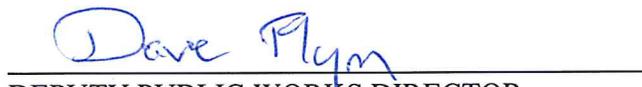
4/4/2014  
DATE

  
DESIGN ENGINEER



4/4/2014  
DATE

**RECOMMENDED FOR APPROVAL AND ADVERTISING BY:**

  
DEPUTY PUBLIC WORKS DIRECTOR

4/4/14  
DATE

**APPROVED BY:**

  
PUBLIC WORKS DIRECTOR

4/4/14  
DATE

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## SECTION 1. SPECIFICATIONS AND PLANS

### 1-1.01 SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the Standard Specifications of the State of California, Department of Transportation, dated May 2006 (hereinafter called, "Standard Specifications"), the Standard Plans of the State of California, Department of Transportation, dated May 2006 (hereinafter called, "Standard Plans"), insofar as they may apply and in accordance with these Contract Documents. Wherever State Agencies, Departments, or Officers are referred to in the above mentioned Standard Specifications and Standard Plans, the comparable County of San Luis Obispo Agency, Department, or Officer having jurisdiction shall be meant thereby for the purpose of these Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 2-1.02 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

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

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

#### 2-1.03 EXPERIENCE AND QUALIFICATIONS CERTIFICATIONS

The County of San Luis Obispo has determined that the bidder must submit evidence that the prime or subcontractor engaged in the installation of the reinforced polypropylene lining has the minimum experience described in Section 33 47 00, Reinforced Polypropylene Lining System, Paragraph 1.06 Qualification.

Bidders shall submit the "CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS" form included in the section titled "Bid Proposal and Forms" of the Contract Documents with the bid proposal.

Failure to complete, sign and submit the "CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS" form with the bid may result in the bid being rejected as nonresponsive.

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

### **3-1.01     AWARD OF CONTRACT**

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

The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all of the requirements prescribed. Such award, if made, will be made within 45 calendar days after the opening of proposals.

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

### **3-1.02     CONTRACT BONDS**

The successful bidder shall furnish two (2) bonds:

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

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

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

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

3-1.03 EXECUTION OF CONTRACT

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

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

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

### **4-1.01 GENERAL**

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

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

This work shall be diligently prosecuted to completion before the expiration of 90 WORKING DAYS from the date of receipt of the District's "Notice to Proceed." The Contractor shall not begin work in advance of receiving the District's "Notice to Proceed."

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

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

It is agreed by the parties to the contract that in the case all the work called for under the contract in all parts and requirements is not finished or completed within the number of working days as set forth in these Special Provisions, damage will be sustained by the San Luis Obispo County Flood Control and Water Conservation District, and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the District will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the San Luis Obispo County Flood Control and Water Conservation District the sum of ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800.00) per day for each and every calendar day(s) delay in finishing the work in excess of the number of working days prescribed above as liquidated and agreed damages; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the District may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

It is also agreed by the parties to the contract that if the Santa Margarita Booster Station Reservoir remains out of service longer than twenty five (25) consecutive calendar days or is taken out of service to enact repairs per Technical Provision 33 47 00, damage will be sustained by the San Luis Obispo County Flood Control and Water Conservation District, and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the District will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor shall pay the San Luis Obispo County Flood Control and Water Conservation District the sum of FIVE HUNDRED DOLLARS (\$500.00) per day for each and every calendar day(s) delay that the Santa Margarita Booster Station Reservoir remains out of service, not counting days required by the District to fill or drain the reservoir, as a result of the Contractor's work, in excess of 25 consecutive days during installation, or for more than 2 consecutive days during leak repairs, as liquidated and agreed damages; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the District may deduct

the amount thereof from any moneys due or that may become due the Contractor under the contract.

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

#### 4-1.03 CONTRACT SUBMITTALS

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

- Schedule of Values
- Recycling Plan
- Proposed Progress Schedule
- Identity of Project Safety Officer
- Quality Assurance Manual

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

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

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

Prior to the issuance of the “Notice to Proceed” a mandatory pre-construction conference will be held at the office of the Construction Engineer for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. The Contractor’s representatives at this conference shall include major superintendents and shall include major subcontractors’ representatives. So long as the District provides the Contractor at

least 5 calendar days advance notice of the date and time of said conference. The number of working days within which the Contractor must complete the work under this contract shall be reduced by 1 working day for each day said conference is delayed by the Contractor's failure to attend the conference with the appropriate representatives.

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

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

### 5-1.01 DEFINITIONS AND TERMS

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

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

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

Section 1-1.18, “Engineer,” of the Standard Specifications is hereby amended to read: “Any duly authorized representative either employed by or contracting with the San Luis Obispo County Flood Control and Water Conservation District acting within the scope of the particular duties delegated to them.”

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

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

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

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

5-1.02 SCOPE OF WORK

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

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

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

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

5-1.03 CONTROL OF WORK

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

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

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

When the Contractor requests stakes or marks to be set, the Contractor shall notify the Engineer of the request in writing no less than three (3) working days in advance of starting operations that require their use. The Contractor shall also submit to the Engineer for acceptance, a tentative schedule of all anticipated staking requests for the initial thirty (30) working days of the contract. The

Engineer shall determine if the staking request schedule is reasonable before recognizing any requests for stakes or marks to be set. Said schedule shall correlate with any order of work specified in the Contract Special Provisions. If any vegetation needs to be cleared or grubbed, as determined by the Engineer, before stakes or marks can be set, then the Contractor shall clear the obstructing vegetation for the proper placement of stakes or marks. The Engineer and the Contractor shall agree on the extent of vegetation removal necessary to prepare the work site for the setting of stakes or marks. Vegetation removal for the preparation of the work site for the setting of stakes or marks shall be considered as included in the various items of work involved and no additional compensation will be allowed therefor. The Contractor will not be entitled to any compensation for any perceived delay, nor entitled to an extension of time for any perceived delay without due cause for the period between when the work site is deemed cleared by the Engineer and when the stakes or marks are set for use by the Contractor.

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

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

contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.”

5-1.04 PREVAILING WAGE

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

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

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

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

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

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

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

Additionally, changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the contract when issued by the Director of Industrial

Relations at least ten (10) calendar days prior to the date of the Notice to Bidders for the project. Changes, if any, to the general prevailing wage rate will be on file at the Office of the Clerk of the Board of Supervisors and available at the California Department of Industrial Relations' web site at:

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

5-1.05 PRESERVATION OF PROPERTY

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

5-1.06 PROGRESS SCHEDULE

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

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

5-1.07 MEASUREMENT AND PAYMENT

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

The 13th paragraph of Section 9-1.01, "Measurement of Quantities," of the Standard Specifications shall be amended to read as follows: "Whenever pay quantities of materials are determined by weighing, the scales shall be operated

by a weighmaster licensed in accordance with provisions of the California Business and Professions Code, Division 5, Chapter 7. The contractor shall furnish a Public Weighmaster's certificate, or a private Weighmaster's certificate (load slip) with each load and a Daily Record of Platform Scale Weights. The Weighmaster's certificates shall be numbered consecutively to correspond with the Daily Record of Platform Scale Weights. The Daily Record of Platform Scale Weights shall be prepared using a form supplied by the District and shall be delivered to the Engineer at the end of each day. Contractor shall provide the District sufficient advance notice so as to enable a representative of the District to be present to witness the Weighing and check the Daily Record of Platform Scale Weights."

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

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

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

Section 9-1.06, "Partial Payments," of the Standard Specifications is hereby amended by modifying the third paragraph to read: "In accordance with PUBLIC CONTRACT CODE SECTION 7201, the retention proceeds withheld from payment shall not exceed 5 percent of the payment."

Section 9-1.06, "Partial Payments," of the Standard Specifications is hereby amended by adding the following statement: "The Contractor will be required to certify each progress pay estimate. The certification will include the following Contractor Verification: Contractor has carefully reviewed this entire document and hereby attests that the quantities and amounts stated herein accurately represent the total work that has been performed, and materials that have been

provided, under this Contract, and that all such work and materials are in compliance with the Contract Documents."

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

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

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

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

written consent of the surety to such agreement. The Public Works Director is authorized to sign such escrow agreements on behalf of the District.

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

5-1.08 DETERMINATION OF DISPUTES

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

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

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

Article 1.5 Resolution of Construction Claims

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

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

otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

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

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

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

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

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

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

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

schedule a meet and confer conference within 30 days for settlement of the dispute.

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

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

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

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

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators, and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds. (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment

of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

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

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

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

5-1.09 AUDIT OF RECORDS

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

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

5-1.10 CONTRACTOR'S REPORTS

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

5-1.11 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

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

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

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

#### 5-1.12 SUBCONTRACTING

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

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

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

Each subcontract shall comply with the contract.

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

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

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

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

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

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

#### 5-1.13 CONSTRUCTION SUBMITTALS

Construction project submittals, including shop drawings and manufacturer's product specifications, shall be supplied for all material, equipment items, and for other items of work required by its contract documents. The Contractor shall supply 5 copies of manufacturer's scaled, dimensioned shop drawings complete with all information required to describe the item and demonstrate compliance with contract drawings and these specifications. Submittals will only be accepted from the Contractor (not sub-contractor or material supplier). Neither fabrication

nor onsite preparation shall be started before receipt of written review from the County.

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

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

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

5-1.14 LEGAL ADDRESS OF THE CONTRACTOR

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

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

5-1.15 WEEKLY PROGRESS MEETINGS

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

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

5-1.16 GOVERNMENT CODE CLAIM REQUIREMENTS

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

5-1.17 SURFACE MINING AND RECLAMATION ACT

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

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

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

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

5-1.18 SUPPLEMENTAL WORK PAYMENTS

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

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

5-1.19 SOLID WASTE MANAGEMENT

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

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

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

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

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

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

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

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

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

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

## RECYCLING PLAN FOR DISTRICT PROJECTS

<b>SECTION 1. PROJECT INFORMATION</b>						
Contract Title		Contractor Name				
Contract Number		Contractor Phone		Contractor Fax		
Total Contract Amount		Street Address				
Print Name and Title		City, State, Zip			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	

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## DISPOSAL REPORT FOR DISTRICT PROJECTS

### SECTION 1. PROJECT INFORMATION

Contract Title	Contractor Name	
	Contractor Phone	Contractor Fax
Contract Number	Street Address	
Total Contract Amount	City, State, Zip	

**Contractor Certification: I certify under penalty of perjury that the information provided in this form is complete and accurate.**

Print Name and Title	Signature	Date
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### SECTION 2. DISPOSAL REPORT

	After Construction (actual tons)				
	Landfill	Recycling Facility		Reuse	
	(Tons)	(Tons)	Location	(Tons)	Location
Materials					
Cleared Vegetation					
Asphalt Concrete					
Concrete					
Metals (including spent equipment)					
Lumber					
Drywall					
Mixed Recyclables					
Trash					
<b>Totals</b>					
<b>% Diversion</b>					

**I have reviewed and approved the information submitted in this report for completeness**

Resident Engineer's Name:	Signature:	Date:
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#### Official Use Only

Disposal Report Approved <input type="checkbox"/>	Disposal Report Denied <input type="checkbox"/>	
Information Required		
Print Name and Title	Signature	Date

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**SECTION 7. (BLANK)**

**SECTION 8. (BLANK)**

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

Work for this project involves upgrades to the Santa Margarita Booster Station Reservoir near Santa Margarita, California, including removal and disposal of the existing reservoir geotextile and geomembrane liner materials; repair, as necessary, to the existing concrete reservoir; and furnishing and installing new geotextile and liner materials and such other items of work not mentioned herein that are required by the Drawings, the Standard Specifications, Standard Plans, or these Special Provisions.

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## SECTION 10. CONSTRUCTION DETAILS

### 10-1.01 ORDER OF WORK:

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

**Contractor's attention is directed to items and or materials of construction that may have long lead times, including, but not limited to, the geotextile membrane and liner. It shall be the Contractor's responsibility to insure that adequate lead time is provided for review and approval of all submittals and for ordering of all materials required for construction of the improvements under this Contract.**

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

- **Anchors, fasteners, battens and other attachments**
- **Sealants and Joint Sealant**
- **Geotextile Membrane**
- **Liner**

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

#### Maximum Time Permitted for Santa Margarita Booster Station Reservoir to be Out of Service

Water conveyed through the Reservoir is a primary water supply to the City of San Luis Obispo. The Contractor shall complete all work necessary to:

- a) Mobilize the project;
- b) Remove the existing containment membrane and any loose material or debris within the reservoir;
- c) Clean and seal the existing construction joints as noted on the plans and specifications;

- d) Clean and seal the access ladder, stairway and other areas not covered by the reservoir liner;
- e) Install the containment membrane; and
- f) Demobilize

**Due to coordination of water deliveries, all work within the reservoir shall commence on or after OCTOBER 1, 2014 and be completed within twenty-five (25) consecutive calendar days from the date that work first begins within the reservoir. In order that the work can be accomplished in a timely manner, Contractor shall have all equipment and materials at the project site prior to dewatering of the Reservoir.**

Prior to Contractor commencing work within the Santa Margarita Booster Station Reservoir, the reservoir will need to be dewatered. Dewatering of the Reservoir will be completed by District forces with as much advance notice as possible, but with not less than a minimum of seven (7) calendar days advance notice. Upon completion of the Contractor's work within the Reservoir in accordance with plans and specifications, District forces will refill the reservoir.

For purposes of Contractor scheduling, the Reservoir will take two (2) working days to drain and one (1) working day to refill.

As noted above, the Contractor shall complete their work within the reservoir within twenty-five (25) consecutive calendar days. Including the District's time to drain and refill the reservoir, the reservoir shall not be out of service for more than twenty-eight (28) consecutive calendar days. Prior to starting construction, Contractor shall plan work accordingly and submit a project schedule demonstrating compliance for review and approval by Engineer.

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

If any archaeological materials are unearthed during construction (shells, old bottles, stone tools, bone, etc.) stop work in the vicinity of the find and notify the Environmental Programs Division.

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

10-1.02 PROGRESS SCHEDULE:

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

10-1.03 SCHEDULE OF VALUES:

The Contractor shall submit to the Engineer a Schedule of Values at the same time as the initial progress schedule is submitted. The Schedule of Values shall be in a form accepted by the Engineer and shall subdivide the Contract bid items into components with quantities and prices, which when added to together equal the contract price for said bid item. Subdivided components shall be in sufficient detail to serve as the basis for progress payments during performance of the work.

Item 1 – “Mobilization/Demobilization”

Item 2 – “Demolition”

Item 3 – “Preparation of Reservoir”

Item 4 – “Installation of the Containment Membrane”

The form and content of the schedule of values shall be approved by the Engineer prior to commencing work.

10-1.04 SUBMITTALS:

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

The Contractor’s attention is directed to the fact that shop drawings and a Quality Assurance Manual are required for review and acceptance by the Engineer for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. The Contractor shall be responsible for confirming and correlating all quantities and dimensions, the compatibility of different components, selecting fabrication processes and techniques of construction, coordinating its work with that of other trades or other contractors at the site, and performing its work in a safe and satisfactory manner.

Resubmittals will be reviewed and returned in the same review period as the original submittals. It is considered reasonable that the Contractor shall make a complete and acceptable submittal by the second submission. The Engineer reserves that right to withhold monies due to the Contractor to cover additional costs of any review beyond the second submittal.

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

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

10-1.05 SUBSTITUTIONS AND EQUIVALENT MATERIALS:

The Engineer shall approve equivalent materials in accordance with Section 6-1.05, Trade Names and Alternatives, of the Standard Specifications.

10-1.06 CERTIFICATES OF COMPLIANCE:

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

10-1.07 ACCESS TO THE SITE:

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

The work site for this project is a secure facility and shall remain secure during Contractor's operations. Contractor shall abide by all rules and directions provided by the District regarding conduct within secure sites.

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

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

10-1.08 PROTECTION OF PROPERTY:

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

10-1.09 CONSTRUCTION WATER:

The District will permit the Contractor to use water free of charge for construction operations on this project only. Contractor may obtain construction water by filling water trucks from a fire hydrant of the District's choosing located in the town of Santa Margarita (approximately 1.5 miles from the Santa Margarita Booster Station). If it is determined by the Engineer that Contractor's use of water is excessive or wasteful, the District will charge the Contractor for water usage at a rate to be determined at the time of the Engineer's determination.

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

10-1.10 WATER POLLUTION CONTROL:

10-1.10A 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.

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

NPDES: National Pollutant Discharge Elimination System

RWQCB: Regional Water Quality Control Board

SWPPP: Storm Water Pollution Prevention Plan

SWRCB: State Water Resources Control Board

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

WPCP: Water Pollution Control Program

Submittals

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

1. Submit 2 copies of the WPCP and allow 5 days for the Engineer's review. If revisions are required, the Engineer provides comments and specifies the date that the review stopped.

2. Change and resubmit the WPCP within 5 days of receipt of the Engineer's comments. The Engineer's review resumes when the complete WPCP is resubmitted.
3. When the Engineer accepts the WPCP, submit an electronic and 3 printed copies of the accepted WPCP.

Submit:

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

Submit as required:

1. BMP Status Report
2. Inspection Reports

At least 5 days before operating any construction support facility:

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

Quality Control and Assurance:

Training

Provide storm water training for:

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

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

1. Water pollution control rules and regulations

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

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

Conduct weekly training meetings covering:

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

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

State of California

Department of Transportation

Publication Distribution Unit

1900 Royal Oaks Drive

Sacramento, California 95815

Telephone: (916) 445-3520

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

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

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

Construction support facilities include:

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

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

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

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

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

#### Water Pollution Control Manager

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

1. Certified Erosion, Sediment and Storm Water Inspector (CESSWI)<sup>TM</sup> registered through Enviro Cert International, Inc.

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

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

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

Water Pollution Control Manager must oversee:

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

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

#### 10-1.10B 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

#### 10-1.10C 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.

### 10-1.10D 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.

## 10-1.11 CONSTRUCTION SITE MANAGEMENT

### 10-1.11A 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

## 10-1.11B 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.

#### 10-1.11C 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.

#### 10-1.11D 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.

## 10-1.11E 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

10-1.11F 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.

10-1.12 MAINTAINING TRAFFIC:

Free access must be maintained to all fire hydrants, water valves and meters, and private driveways. Access to the entrance gate and facilities for the Santa Margarita Booster Pump Station shall be maintained at all times.

10-1.13 EXISTING FACILITIES:

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

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

10-1.14 MOBILIZATION/DEMOBILIZATION:

Mobilization shall conform to the provisions in Section 11, Mobilization, of the Standard Specifications and these Special Provisions.

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

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

The contract lump sum price paid for "MOBILIZATION/DEMOBILIZATION" shall include full compensation for furnishing all labor, materials, tools, equipment, and

incidentals and for doing all the work involved in preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site, including but not limited to, submittal of a detailed construction schedule and schedule of values; and for final site clean-up and restoration as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as Directed by the Engineer, and no additional compensation will be allowed therefor.

10-1.15 DEMOLITION:

Demolition shall consist of removing and disposing or salvaging of existing geotextile materials, liner materials, connectors or fasteners and other facilities and equipment required to perform work as shown on the plans and specified in these Special Provisions. Removal shall include disconnecting any equipment, cabling or facilities as shown on the Plans and specified in these Special Provisions. It shall also consist of removing and disposing of any deleterious materials within the reservoir, either above or below the liner.

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

This work requires the draining/dewatering of the booster pump station reservoir. The District will be responsible for dewatering both the downstream pipe and the reservoir. The Contractor shall coordinate with the District to perform said dewatering prior to demolishing or removing any materials from the reservoir.

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

The contract lump sum price paid for “DEMOLITION” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing and disposing or salvaging of all geomembrane, geotextile and liner attachments, deleterious materials; tree trimming and/or removal; clearing and grubbing; and all other appurtenant work, removals and disposals as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

10-1.16 PREPARATION OF RESERVOIR:

As noted in Section 10-1.01, Order of Work, the reservoir shall be drained by District forces and cleaned of any loose material or debris by the Contractor. Contractor shall be responsible for removal and disposal of all materials in accordance with Section 10-1.15, Demolition, of these Special Provisions.

Areas of the existing concrete lining are required to be sealed by the Contractor in accordance with the plans and specifications. The areas to be sealed include the exposed sections of the inlet and outlet structures and the access ladder and stairway as well as 6-inches either side of each reservoir construction joint, as depicted on the plans and Technical Specifications. Sealing and joint sealant shall be done in accordance with Section 03 05 00, Water-Based Acrylic Curing and Sealing Compound, Section 13 11 00, Elastomeric, Polysulfide-based Joint Sealant, of the Special Provisions and the manufacturer's specifications to the satisfaction of the District.

The contract lump sum price paid for "PREPARATION OF RESERVOIR" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in preparation of the reservoir, sealing concrete areas not covered by the liner system as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

10-1.17 LINING SYSTEM:

The liner system shall conform to the provisions in Section 33 47 00, Reinforced Polypropylene Lining System, of these Special Provisions.

Contractor's attention is directed to the Bid Proposal and Forms whereby a CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS is required to be filled out completely, demonstrating that minimum qualifications have been met, and submitted at the time of the bid including:

I. INSTALLER QUALIFICATION

The contract lump sum price paid for "INSTALLATION OF THE CONTAINMENT MEMBRANE" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the liner system construction, including installing, field testing, inspecting and preparing as-built drawings for the liner system, complete in place, including the liner, geotextile membrane, anchors, attachments to structures, and all appurtenant work and materials, as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

**SECTION 10-2**  
**Technical Specifications**

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<b>Section No.</b>	<b>Title</b>
03 05 00.....	Water-Based Acrylic Curing and Sealing Compound
13 11 00.....	Elastomeric, Polysulfide-based Joint Sealant
33 47 00.....	Reinforced Polypropylene Lining System

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**SECTION 03 05 00**  
**WATER-BASED ACRYLIC CURING AND SEALING COMPOUND**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Application of clear, water-based acrylic curing and sealing compound.

**1.02 REFERENCES**

- A. ASTM C 309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
- B. ASTM C 1315 - Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
- C. AASHTO M 148 - Liquid Membrane Forming Compounds for Curing Concrete.
- D. USDA - United States Department of Agriculture.

**1.03 SUBMITTALS**

- A. Comply with submittal requirements in accordance with Section 4-1.03, Contract Submittals, and Section 10-1.01, Order of Work.
- B. Submit manufacturer's product data, application instructions and Material Safety Data Sheet.

**1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Store materials in a clean, dry area in accordance with manufacturer's instructions.
- C. Keep product from freezing.
- D. Avoid direct contact with this product as it may cause mild-to-moderate irritation of the eyes and/or skin.
- E. Protect materials during handling and application to prevent damage or contamination.
- F. Do not mix any compound containing solvent.
- G. Do not mix or agitate aggressively as foaming can occur.

**1.05 ENVIRONMENTAL REQUIREMENTS**

03 05 00-1

Water-Based Acrylic Curing  
and Sealing Compound

July 2013

- A. Do not apply product when air, surface, or material temperatures are expected to fall below 40o F (4o C) within four hours of expected application.

Do not apply to frozen concrete.

Do not use on dense or porous surfaces.

## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURER**

- A. W. R. Meadows, Inc.  
PO Box 338  
Hampshire, Illinois 60140-0338.  
Phone: (800) 342-5976  
Fax: (847) 683-4544  
Website: [www.wrmeadows.com](http://www.wrmeadows.com)  
Product: VOCOMP-30
- B. BASF Corporation  
889 Valley Park Drive  
Shakopee, Minnesota 55379  
Phone: (952) 496-6000  
Fax: (952) 496-6062  
Website: [www.buildingsystems.basf.com](http://www.buildingsystems.basf.com)  
Product: KURE 1315
- C. Approved equal

### **2.02 MATERIALS**

- A. Performance Based Specification: Water-based acrylic curing and sealing compound shall be a non-yellowing, clear, acrylic curing and sealing compound meeting the following requirements:
1. ASTM C 309, Type 1, Class B
  2. AASHTO M 148
  3. ASTM C 1315

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Examine surfaces to receive curing and sealing compound. Prepare surfaces as noted in other sections of these specifications.

### **3.02 SURFACE PREPARATION**

- A. Protect adjacent surfaces not designated to receive curing and sealing compound.
- B. Clean and prepare surfaces to receive curing and sealing compound in accordance with manufacturer's instructions.
- C. Ensure concrete surface is clean and dry, with all stains, oil, grease, dust, and dirt removed.
- D. Concrete surfaces should not be marred by materials, equipment, or walking workers.

### **3.03 APPLICATION**

- A. Apply curing and sealing compound in accordance with manufacturer's instructions.
- B. Ensure product is mixed for optimum performance. Avoid aggressive mixing as foaming may occur.
- C. Use an industrial sprayer with a 5916 tip that produces a flow rate of 1/10 of one gallon per minute.
- D. Alternatively apply using a lint-free roller or lamb's wool roller.
- E. Avoid puddling in low areas.

### **3.04 PROTECTION**

- A. Restrict foot traffic for at least four hours; 12 hours is preferable.

**END OF SECTION**

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**SECTION 13 11 00**  
**ELASTOMERIC, POLYSULFIDE-BASED JOINT SEALANT**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Concrete joint preparation.
- B. Application of horizontal joint sealant.

**1.02 REFERENCES**

- A. ASTM C920: Standard Specification for Elastomeric Joint Sealants.

**1.03 SUBMITTALS**

- A. Comply with submittal requirements in accordance with Section 4-1.03, Contract Submittals, and Section 10-1.01, Order of Work.
- B. Submit manufacturer's product data, application instructions and Material Safety Data Sheet.

**1.04 QUALITY ASSURANCE**

- A. Installer Qualifications: Use an installer and adequate number of skilled personnel who are thoroughly trained and experienced in joint sealing application techniques.
- B. Obtain joint sealant materials and accessories from a single manufacturer regularly engaged in manufacturing the product.
- C. Provide products which comply with all state and local regulations controlling use of volatile organic compounds (VOCs).

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Store materials in a clean, cool, dry area in accordance with manufacturer's instructions.
- C. Do not open packaging until ready to use.
- D. Protect materials during handling and application to prevent damage or contamination.

**1.06 ENVIRONMENTAL REQUIREMENTS**

- A. Apply sealant at temperatures between 40o F and 122o F (4o C and 50o C).
- B. Do not apply sealant in joints containing free water.

## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURER**

- A. W. R. Meadows, Inc.  
PO Box 338  
Hampshire, Illinois 60140-0338  
Phone : (800) 342-5976.  
Fax: (847) 683-4544  
Web Site: [www.wrmeadows.com](http://www.wrmeadows.com)  
Product: DECK-O-SEAL
  
- B. PolySpec, LP  
6614 Gant Road  
Houston, Texas 77066  
Phone: (888) 797-0033  
Fax: (281) 397-6512  
Website: [www.polyspec.com](http://www.polyspec.com)  
Product: THIOKOL 2235SL
  
- C. Approved equal

### **2.02 MATERIALS**

- A. Horizontal Joint Sealant: Pourable, cold-applied, self-leveling polysulfide based joint sealant.
  - 1. Performance Based Specification: Horizontal joint sealant shall have the following characteristics:
    - a. Consistency: Liquid, Self-Leveling
    - b. Application time (77° F - 50% RH): .5 - 1 hour
    - c. Tack-Free Time: 6 hours
    - d. Linear Shrinkage: Negligible
    - e. Shore Hardness: Shore A 20 ± 5
    - f. Tensile Strength: 125 - 200 psi. (862 – 1379 KPa)
    - g. Elongation: 500%

### **2.03 ACCESSORIES**

- A. Backer Rod: As compatible with product manufacturer
- B. Joint Filler: As compatible with product manufacturer

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Examine areas to receive joint sealant. Prepare surfaces as noted in other sections of these specifications.
- B. Ensure accessory materials are compatible with joint sealant and approved by membrane manufacturer.
- C. Ensure joint sealant is not in direct contact with asphaltic concrete pavements or asphaltic joint fillers.

### **3.02 JOINT PREPARATION**

- A. Ensure proper joint design practices are followed.
- B. Remove foreign substances, incompressibles, and free water from joint opening.
- C. Concrete joints must be clean and dry.
- D. Dust, dirt, and laitance should be removed prior to application.
- E. Install backer rod or joint filler to control depth of joint sealant.
- F. Protect adjacent surfaces not designated to receive joint sealant.

### **3.03 PRIMING**

- A. Mix all material in both containers, as applicable.
- B. Pour part A into part B and mix thoroughly with a clean wooden or metal paddle for approximately 3 - 4 minutes.
- C. Scrape container sides and bottom for complete integration.
- D. Apply primer system to properly prepared joint surfaces by brush, depositing a light, continuous film.
- E. Apply an additional coat to very soft, porous surfaces.
- F. Allow primer to become tacky to the touch prior to application of the joint sealant.

### **3.04 APPLICATION**

- A. Mix the setting agent and base components separately using a wooden paddle or slow speed drill and flat blade paddle in accordance with manufacturer's instructions.

- B. Pour setting agent into base and mix slowly.
- C. Scrape material from sides and bottom until joint sealant is a uniform color.
- D. Continue mixing for a minimum of 10 minutes.
- E. Apply joint sealant in accordance with manufacturer's instructions.
- F. Joint sealant will become tack-free after approximately four hours and will fully cure after 24 hours at air and surface temperatures above 77o F (25o C).

### **3.05 CLEAN UP**

- A. Clean tools with xylene, toluene or per manufacturer's recommendations and remove masking tape before sealant cures.

**END OF SECTION**

**SECTION 33 47 00**  
**REINFORCED POLYPROPYLENE LINING SYSTEM**

**PART 1 - GENERAL**

**1.01 SUMMARY**

This drop-in specification covers the technical requirements for manufacturing, furnishing and installing a 16-ounce geotextile baseliner and a 45-mil reinforced polypropylene liner on the inside of the Santa Margarita Booster Station Reservoir. All materials shall meet or exceed the requirements of this specification, and all work will be performed in accordance with the procedures provided in these specifications.

The work covered consists of installing a reinforced polypropylene liner system per the project plans and specifications. All work shall be done in strict accordance with the project drawings, these specifications and the fabricator's approved shop drawings.

Sufficient materials shall be furnished to cover all areas as shown on the plans including seam areas and accessories as required. The fabricator/installer of the lining system shall allow for any anticipated or planned shrinkage or wrinkles in the field panels, installing the system free of stress or tension.

**1.02 REFERENCES**

- A. Test equipment and procedures are used which enable effective and economical confirmation that the product will conform to specifications based on the noted procedures. Some test procedures have been modified for application to geosynthetics.

American Society for Testing and Materials (ASTM)

1. D 751 Standard Test Methods for Coated Fabrics
2. D 1004 Test Method for Tear Resistance (Graves Tear) of Plastic Film and Sheeting
3. D 1603 Test Method for Carbon Black in Olefin Plastics
4. D 2136 Test Method for Coated Fabrics – Low Temperature Bend Test
5. D 4218 Test Method for Determination of Carbon Black Content in Polyethylene Compounds by the Muffle-Furnace Technique
6. D 4439 Standard Terminology for Geosynthetics
7. D 4833 Test Method for Index Puncture Resistance of Geotextiles, Geomembranes and Related Products
8. D 4873 Guide for Identification, Storage and Handling of Geosynthetics
9. D 5199 Test Method for Measuring Nominal Thickness of Geotextiles and Geomembranes
10. D 5261 Test Method for Measuring Mass per Unit Area of Geotextiles
11. D 5323 Practice for Determination of 2% Secant Modulus for Polyethylene Geomembranes
12. D 5538 Standard Practice for Thermoplastic Elastomers – Terminology and Abbreviations
13. D 5617 Test Method for Multi-Axial Tensile Test for Geosynthetics

14. D 5884 Test Method for Determining the Tearing Strength of Internally Reinforced Geomembranes
15. D 6392 Standard Test Method for Determining the Integrity of Nonreinforced Geomembrane Seams Produced Using Thermo-Fusion Methods.
16. D 6636 Determination of Ply Adhesion Strength of Reinforced Geomembranes
17. D 6693 Test Method for Determining Tensile Properties of Nonreinforced Polyethylene for Nonreinforced Flexible Polypropylene Geomembranes
18. D 7004 Test Method for Garb Tensile Properties of Reinforced Geomembranes
19. D 7238 Test Method for Effect of Exposure of Unreinforced Polyolefin Geomembrane Using Fluorescent UV Condensation Apparatus

#### B. Geosynthetic Research Institute

1. GRI GM 18 Test Methods, Test Properties and Testing Frequencies for Flexible Polypropylene (fPP and fPP-R) Nonreinforced and Reinforced Geomembranes
2. GRI GM 19 Seam Strength and Related Properties of Thermally Bonded Polyolefin Geomembranes

### 1.03 DEFINITIONS

- A. Lot - A quantity of resin (usually the capacity of one rail car) used in the manufacture of geomembranes. Finished roll will be identified by a roll number traceable to the resin lot used.
- B. Geomembrane Manufacturer (Manufacturer) - The party responsible for manufacturing the geomembrane rolls.
- C. Geosynthetic Quality Assurance Laboratory (Testing Laboratory) - Party, independent from the District, Manufacturer and Installer, responsible for conducting laboratory tests on samples of geosynthetics obtained at the site or during manufacturing, usually under the direction of the District.
- D. Installer - Party responsible for field handling, transporting, storing, deploying, seaming and testing of the geomembrane seams.
- E. Panel - Unit area of a geomembrane that will be seamed in the field that is larger than 100 square feet.
- F. Patch - Unit area of a geomembrane that will be seamed in the field that is less than 100 square feet.

### 1.04 SUBMITTALS

- A. Shop Drawings: Submit the following information on proposed materials in accordance with the Standard Specifications.
  1. Qualifications of lining systems installer and factory-trained field supervising technician.

2. Details of lining terminations at basin inlet pipes, access ladder and stairway. Field erection drawings indicating liner panel layout and the location of all field seams and details.
  3. Extent, size and details of ballast required to prevent damage to the lining system when the basin is empty during winds of up to 60 mph. Ballast tubes or bags shall be arranged down slope.
  4. Complete information on field testing procedures and equipment. Submit qualifications of test equipment operators.
  5. Information on welding equipment.
  6. Description of repair procedures.
  7. Manufacturer's literature on polypropylene liner and geotextile. Provide documentation that shows sufficient material (slack) shall be provided to allow for liner expansion and contraction for ambient temperatures of 0° F to 120° F in direct sunlight.
  8. Certification that materials meet all specified parameters.
  9. Certification that liner system installer is approved by the supplier.
- B. Samples:
1. Three 1-square foot samples of liner and geotextile materials.
  2. Samples of each type of weld and joint proposed for factory or field use. Obtain samples of each lot of liner sheeting proposed for actual installation. Submit three (3) samples of each type, with each sample having a minimum 6-inch length of weld.
- C. Quality Assurance Manual: Submit the installer's documentation that outlines the means and methods necessary to provide adequate confidence that the products provided and installed fulfill expectations, is problem-free and will function and perform the required service.
- D. Affidavits: Furnish an affidavit signed by officers of the Contractor and the Installing Subcontractor, if used, stating that the lining system has been installed in accordance with the Contract Documents and is free of defects.
- E. As-built drawings shall be submitted showing actual liner and geotextile placement and seam locations.

## **1.05 QUALITY ASSURANCE**

- A. Materials: All materials furnished under this Section shall be by manufacturers regularly engaged in the design and manufacture of these types of materials. Demonstrate to the satisfaction of the Engineer that the quality of any proposed substitute products is equal to material made by those manufacturers specifically named herein.

All sheets and seams shall be 100% visually inspected during fabrication. No defective seams or exposed scrim will be allowed. All exposed scrim edges shall be sealed with an approved polypropylene edge caulk or capped with a strip of

polypropylene. The fabricator shall make all necessary and indicated repairs before the panels are packaged for shipment.

- B. **Manufacturer In-House Testing:** The manufacturer shall perform testing of the liner materials in accordance with the Quality Assurance Manual. Manufacturer shall supply certification that proper testing was accomplished and that supplied materials and prefabrications are free from defects.

A log shall be maintained showing the date, time, panel number and test results. Failure of the material and/or seams to meet all the requirements of these specifications may be cause for rejection of the material and/or seams, as appropriate. The fabricator shall provide the test results to the District or Engineer prior to delivery of the materials to the site.

- C. **Installation:** Comply with manufacturer's and supplier's published recommendations for installation of materials furnished. Lining system shall be installed by a contractor or subcontractor approved by the supplier and regularly engaged in the installation of similar lining systems for at least five years.
- D. At District's prerogative, District may engage and pay for the services of a Testing Laboratory to monitor liner system installation.
- E. Coordinate with manufacturer to ensure proper fabrication, delivery, storage, installation and testing of liner materials and prefabrications as specified in the design drawings.

## **1.06 QUALIFICATIONS**

### **A. MANUFACTURER**

- 1. Geomembrane shall be manufactured by the following:
  - a. The Cooley Group,
  - b. Firestone Specialty Products
  - c. Seaman Corporation
  - d. Approved equal
- 2. Manufacturer shall have manufactured a minimum of 2,000,000 square feet of polypropylene geomembrane during the last year.

### **B. INSTALLER**

- 1. Installation shall be performed in accordance with these plans and specifications by an installer approved by the manufacturer as described in 1.05C above, and meeting the experience qualifications described below.
- 2. Installer shall have installed a minimum of 5,000,000 square feet of geomembrane or lining system during the last 10 years.
- 3. Installer shall have worked in a similar capacity on projects similar in complexity to the project described in the contract documents, and with at least 50,000 square feet of geomembrane or lining system installation on each project.

4. The Installation Supervisor shall have worked in a similar capacity on projects similar in size and complexity to the project described in the Contract Documents.
5. Installer experience shall include a minimum of 1,000,000 square feet of geomembrane seaming work using the type of seaming apparatus proposed for use on this project.

#### **1.07 MATERIAL LABELING, DELIVERY, STORAGE AND HANDLING**

- A. Labeling: Each roll of geomembrane delivered to the site shall be labeled by the manufacturer. The label will identify:
  - a. Manufacturer's name
  - b. Product Identification
  - c. Thickness
  - d. Length
  - e. Width
  - f. Roll number
- B. Delivery: Rolls of liner will be prepared to ship by appropriate means to prevent damage to the material and to facilitate off-loading.
- C. Storage: On-site storage locations are shown on the project plans. The area should be level, smooth, elevated and dry. The Contractor shall utilize a storage location that will protect the liner from punctures, abrasions, excessive moisture and dirt.
- D. Handling: Materials are to be handled so as to prevent damage.

#### **1.08 WARRANTY**

- A. For a period of five (5) years after acceptance of the work, the Contractor shall be responsible for the repair of factory and field seams and/or workmanship under normal use and the normal weather conditions of the area.
- B. The manufacturers of the membrane liner shall furnish a written warranty for a period of twenty (20) years from the time of completion against manufacturing defects and degradation of the material in normal service conditions of outdoor exposure.

### **PART 2 – PRODUCTS**

#### **2.01 GENERAL**

- A. General: Provide new, first-quality liner material designed and manufactured for liquid containment in hydraulic structures. Provide liners free of holes, blisters, undispersed raw materials, contamination by foreign matter and other defects.

- B. Form Supplied: Furnish liner as rolled seamless sheets. Provide as large a sheet width as practicable to reduce the length of field joints. Provide labels on all rolls clearly identifying thickness, length, width, date of manufacture, catalog number, net weight, manufacturer's mark or lot number, and factory inspector's initials.
- C. Manufacturer shall furnish complete written instructions for the storage, handling, installation, seaming and inspection of the material in compliance with this specification and conforming to the conditions of the warranty. Work shall not commence until copies are provided to the Engineer.

**2.02 CONTAINMENT MEMBRANE PROPERTIES**

The containment membrane liner system shall be a double liner system consisting of a geotextile baseliner and a reinforced flexible liner.

- A. Material shall be a non-woven geotextile and geomembrane as shown on the drawings and noted in Section 1.06, Qualifications, above.

Geotextile Baseliner: The geotextile baseliner shall be placed first over the prepared concrete surface. The fabric shall conform to the following minimum standards:

Property	Test Method	Minimum Value
Composition:		100% polyester or polypropylene
Weight, per sq. yard		16 oz
Grab Elongation		50% of ultimate
Breaking Strength, lbf	ASTM D751 method A	250
Tear Strength, lbf	ASTM D751	100
Puncture Resistance, lbf	ASTM D4883	300
Hydrostatic resistance, psi	ASTM D751 method A	300
UV resistance, hrs	ASTM G26 xenon Arc @ 80°C, 8,000 hrs +	Pass

The geotextile liner shall be a 16-ounce non-woven geomembrane cushion fabric as distributed by Tencate, US Fabrics, or approved equal.

- B. The liner material shall be 45-mil, reinforced polypropylene (R-PP).

Flexible Liner: The flexible containment liner shall be placed over the geotextile liner and shall conform to the following minimum standards:

Property	Test Method	Minimum Value
Grade:		Non-potable / Industrial grade
Composition:		Polypropylene
Gauge (nominal), mils	ASTM D751	45
Reinforcing Piles		1
Breaking Strength, lbf	ASTM D751 method A	250
Tear Strength, lbf	ASTM D751	70

Puncture Resistance, lbf	ASTM D4883	100
Dimensional Stability (max % change)	ASTM D1204 180° F, 1 hr	1.0
Hydrostatic resistance, psi	ASTM D751 method A	350
UV resistance, hrs	ASTM G26 xenon Arc @ 80°C, 8,000 hrs +	Pass
Ply adhesion, lbs/in	ASTM D413	20
Mass per unit Area, lbs/sq. in.	ASTM D5261	0.20
Low Temperature		-40° F

1. The membrane shall be manufactured from high quality, virgin ingredients compounded for use in hydraulic structures. Only domestic resins shall be used. Reprocessed materials will not be acceptable.
2. The Liner shall be free of holes, pinholes, bubbles, blisters, tears or excessive contamination by foreign matter and nicks or cuts on roll edges.
3. Liner material is to be supplied to the fabricator in roll form. Each roll is to be identified with labels indicating number, thickness, length, width and manufacturer.

Fabricator shall minimize factory seams and minimize field seams. Panel shall be folded per manufacturer's recommendation and clearly marked for installation location.

4. All linear sheets produced at the factory shall be inspected prior to shipment for compliance with the physical appearance requirements; the physical properties listed and shall be tested by an acceptable method of inspecting for pinholes.
5. The liner fastened to concrete surfaces shall be done so using 304 stainless steel wedge anchors and aluminum flat bar running continuously around the edge of the membrane as shown on the drawings. A butyl (or approved alternate) tack tape shall be placed along the upper edge of the liner between the liner and the concrete.

## **PART 3 - EXECUTION**

### **3.01 GENERAL**

- A. Install the liner system, liner sheets and liner system accessories in strict compliance with the manufacturer's recommendations and system supplier's instructions.

### **3.02 SURFACE PREPARATION**

- A. The Contractor shall be responsible for preparing and ensuring that the existing reservoir surface, including existing construction joints, is in good condition and

suitably prepared for placement of the liner system. A suitably prepared surface shall be clean, dry, smooth, free of organic material, and free of sharp objects, rocks and projections larger than ¼” in size, sharp objects. Projections larger than ¼” in size shall be blunted, rounded or otherwise dulled by the Contractor prior to installation of the liner system.

- B. It shall be the responsibility of the installing Contractor to keep the receiving surface in the accepted condition until complete installation of liner is accomplished.

### **3.03 EQUIPMENT**

- A. Welding equipment and accessories shall meet the following requirements:
  1. Gauges showing temperatures in apparatus such as extrusion welder or fusion welder shall be present.
  2. An adequate number of welding apparatus shall be available to avoid delaying work.
  3. Power source must be capable of providing constant voltage under combined line load.

### **3.04 LINING SYSTEM INSTALLATION**

- A. General: All work shall be performed by a favorably reviewed lining system installer. Strictly follow all manufacturer’s instructions and recommendations. Perform all work in accordance with favorably reviewed shop drawings and as shown on the Drawings. Take care to prevent wind damage during installation. Field weld lining in the cool part of the day and night so that lining will not expand or contract excessively during subsequent high and low temperature periods, and so that field seaming is accomplished while liner sheets are lying flat. Conform to supplier’s recommendations regarding proper temperature, sunlight, and weather conditions for installation. Continuously monitor ambient temperature at the actual work locations.
- B. The liner system shall be placed over the prepared surface in such a manner to insure minimum handling and in accordance with the approved shop drawings. The lining shall be sealed to all concrete structures and other openings in accordance with details shown on the plans, specifications and shop drawings.

All structure sealing operations shall be completed before lining installation begins. The sheets shall be of such length and width and shall be placed in such a manner as to minimize field seams. Horizontal field seams on the slope shall be kept to a minimum. Only those sheets of lining material which can be anchored and sealed together that same day shall be unpacked and placed in position.

- C. Lining sheets shall be closely fitted and sealed around inlets, outlets and other projections through the lining. Lining to concrete seals shall be made with a mechanical anchor as shown on Plans. All structures and projections through the lining system shall be sealed with approved sealing methods. Any liner

components, damaged from any cause, shall be repaired or covered with additional sheeting.

- D. Liner material shall be shipped and stored by appropriate means so that no damage is caused to the material. Material shall be stored in a secure area so as to protect it from standing water, soil, theft and vandalism.
- E. Installation shall be performed in accordance with the lining installer's documented Quality Assurance Manual. Only those sheets of lining material that can be anchored and seamed together the same day shall be unpackaged and placed into position. Materials, equipment or other items shall not be dragged across the liner surface or be allowed to slide down slopes on the lining. All parties walking or working on the liner material shall wear soft-sole shoes.
- F. Installation area may be subject to prevalent winds. When winds are present, installation shall be started at the upwind side of the project and proceed downwind. The leading edge of the liner shall be secured at all times with sandbags or other means sufficient to hold it down during high winds. Items used to hold down the liner shall not have sharp edges which may damage the lining system.

### **3.05 DEPLOYMENT**

- A. Assign each panel a simple and logical identifying code. The coding system shall be subject to approval and shall be determined at the job site.
- B. Visually inspect the materials during deployment for imperfections and mark faulty or suspect areas.
- C. Deployment of panels shall be performed in a manner that will comply with the following guidelines:
  - 1. Material shall be installed according to site-specific specifications, manufacturer's recommendations, the Quality Assurance Manual and these plans and specifications.
  - 2. Unroll material using methods that will not damage liner system and will protect underlying surface from damage (spreader bar, protected equipment bucket).
  - 3. Place ballast (commonly sandbags) on liner system which will not damage liner and prevent wind uplift.
  - 4. Personnel walking on geomembrane shall not engage in activities or wear shoes that could damage it. Smoking is not be permitted on the property.
  - 5. Do not allow heavy vehicular traffic directly on liner system. Rubber-tired ATV's and trucks are acceptable if wheel contact is less than 6 psi.
  - 6. Protect geomembrane in areas of heavy traffic by placing protective cover over the liner system.
- D. Sufficient material (slack) shall be provided to allow for thermal expansion and contraction of the material.

### **3.06 FIELD SEAMING**

- A. Seams shall meet the following requirements:
1. To the maximum extent possible, orient seams parallel to line of slope, i.e., down and not across slope.
  2. Minimize number of field seams in corners, odd-shaped geometric locations and outside corners.
  3. Slope seams (panels) shall extend a minimum of five-feet beyond the grade break into the flat area.
  4. Use a sequential seam numbering system compatible with panel numbering system that is agreeable to the District, Contractor and Installer.
  5. Align seam overlaps consistent with the requirements of the welding equipment being used. A 6-inch overlap is commonly suggested.
  6. All field seams shall be made with hot air or hot wedge welding techniques in accordance with Sections 7 and 8 of the EPA Technical Guidance Document: Inspection Techniques for the Fabrication of Geomembrane Field Seams.
- B. During Welding Operations
1. Provide at least one Master Seamer who shall provide direct supervision over other welders as necessary.
- C. Extrusion Welding
1. Hot-air tack adjacent pieces together using procedures that do not damage the liner system.
  2. Clean liner system surfaces by disc grinder or equivalent.
  3. Purge welding apparatus of heat-degraded extrudate before welding.
- D. Hot Wedge Welding
1. Welding apparatus shall be a self-propelled device equipped with an electronic controller which displays applicable temperatures.
  2. Clean seam area of dust, mud, moisture and debris immediately ahead of hot wedge welder.
  3. Protect against moisture build-up between sheets.
- E. Trial Welds
1. Perform trial welds on liner system samples to verify welding equipment is operating properly.
  2. Make trial welds under the same surface and environmental conditions as the production welds, i.e., in contact with subgrade and similar ambient temperature.
  3. Minimum of two trial welds per day, per welding apparatus, one made prior to the start of work and one completed at mid shift.
  4. Cut four, one-inch wide by six-inch long test strips from the trial weld.
  5. Quantitatively test specimens for peel adhesion, and then for shear strength.
  6. Trial weld specimens shall pass when the results shown in the following tables are achieved in both peel and shear test.

- a. The break, when peel testing, occurs in the liner material itself, not through peel separation (FTB).
    - b. The break is ductile.
  - 7. Repeat the trial weld, in its entirety, when any of the trial weld samples fail in either peel or shear.
  - 8. No welding equipment or welder shall be allowed to perform production welds until equipment and welders have successfully completed trial weld.
- F. Seaming shall not proceed when ambient air temperature or adverse weather conditions jeopardize the integrity of the liner installation. Installer shall demonstrate that acceptable seaming can be performed by completing acceptable trial welds.
- G. Defects and Repairs
  - 1. Examine all seams and non-seam areas of the liner system for defects, holes, blisters, undispersed raw materials, and any sign of contamination by foreign matter.
  - 2. Repair and non-destructively test each suspect location in both seam and non-seam areas. Do not cover liner system at locations that have been repaired until test results with passing values are available.

### **3.07 FIELD QUALITY ASSURANCE**

- A. Manufacturer and Installing Contractor shall participate in and conform to all terms and requirements of the District's quality assurance program. Contractor shall be responsible for assuring this participation.
- B. Visual Inspection: Visually inspect all field welds. Provide smooth welds with a near, even appearance. Allow no "fish mouths" within the seamed area. If fish mouths occur, clearly mark and repair as described Section 3.08, Repair Procedures, below.
- C. Instrumented tensile tests of Peel Adhesion and Bonded Seam strength may be performed once every 150 m (500 ft) of seam on projects over 50,000 square feet. Tensile testing shall be performed on a field tensionmeter in accordance with ASTM D6392. Cutout seam samples shall be taken from a location that does not affect the performance of the liner.
- D. Field Testing
  - 1. Non-destructive testing may be carried out as the seaming progresses or at completion of all field seaming.
    - a. Air lance test – ASTM D4545 performed by the Contractor and witnessed by the Engineer on all seams.
    - b. Visual inspection by the Contractor and the Engineer of all seams.
    - c. Testing results shall be provided to the District or Engineer upon request.
    - d. Other approved methods as provided for in the Quality Assurance Manual.

## 2. Failed Seam Procedures

- a) If the seam fails, Installer shall follow one of two options:
  - 1) Reconstruct the seam between any two passed test locations.
  - 2) Trace the weld to intermediate location at least 10 feet minimum or where the seam ends in both directions from the location of the failed test.
- b) The next seam welded using the same welding device is required to obtain an additional sample, i.e., if one side of the seam is less than 10 feet long.
- c) If sample passes, then the seam shall be reconstructed or capped between the test sample locations.
- d) If any sample fails, the process shall be repeated to establish the zone in which the seam shall be reconstructed.

### 3.08 REPAIR PROCEDURES

- A. Remove damaged liner system and replace with acceptable materials if damage cannot be satisfactorily repaired.
- B. Repair any portion of unsatisfactory materials or seam area failing a destructive or non-destructive test.
- C. Installer shall be responsible for repair of defective areas.
- D. Agreement upon the appropriate repair method shall be decided between Contractor, manufacturer and installer, with concurrence by the District or Engineer, by using one of the following repair methods:
  1. Patching: Used to repair large holes, tears, undispersed raw materials and contamination by foreign matter.
  2. Abrading and Re-welding: Used to repair short section of a seam.
  3. Spot Welding: Used to repair pinholes or other minor, localized flaws or where liner system thickness has been reduced.
  4. Capping: Used to repair long lengths of failed seams.
  5. Flap Welding: Used to extrusion weld the flap (excess outer portion) of a fusion weld in lieu of a full cap.
  6. Remove the unacceptable seam and replace with new material.
- E. The following procedures shall be observed when a repair method is used:
  1. All surfaces shall be clean and dry at the time of repair.
  2. Surfaces of the polyethylene to be repaired by extrusion welds shall be lightly abraded to assure cleanliness.
  3. Extend patches or caps at least 6 inches for extrusion welds and 4 inches for wedge welds beyond the edge of the defect, and around all corners of patch material.
- F. Repair Verification

1. Number and log each patch repair. Note each location on the as-built drawings.
2. Non-destructively test each repair using methods specified in this Specification.

### **3.09 DOCUMENTATION**

- A. After lining system installation, Contractor shall furnish inspection and testing records, as-built documentation and warranty information called for in other portions of this Section.

### **3.10 CLEANUP**

- A. Brooming: Remove all equipment and debris. Thoroughly hand broom the entire lined area and remove sweepings.
- B. Clean-up within the work area shall be the on-going responsibility of the Contractor throughout the course of work. Particular care shall be taken to ensure that no trash, tools, and other unwanted materials are trapped beneath the lining system. Care shall be taken to ensure that all scraps of lining material are removed from the work area prior to completion of the installation.

### **3.11 FIELD SERVICES**

- A. Provide the services of a qualified factory-trained technician for full-time supervision of lining system installation and field testing.

### **3.12 LEAK TESTING**

- A. Following completion of the reservoir lining, the Contractor shall request the District to fill the reservoir to the normal operating water level. The reservoir has an under drain system and a covered catch basin/vault that collects leaked water and transports it to a location outside the reservoir. Prior to filling of the reservoir, the catch basin/vault will be cleaned of debris and dry by the Contractor.
- B. A leak test shall be conducted for a minimum period of seven (7) days with visual inspection of the catch basin/vault occurring at least twice a day. If the catch basin/vault contains water leakage, the Contractor will make arrangements with the District to drain the reservoir in order for the Contractor to locate defective areas and repair or replace as needed. After liner repair, the Contractor shall request the District refill the reservoir and the Contractor shall retest the liner.

Contractor's attention is directed to Section 4-1.01, General, and 4-1.02, Liquidated Damages, of the Special Provisions.

- C. Test results shall be provided to the District or Engineer as part of the as-built and final documentation submittals.

### **3.13 LINER SYSTEM ACCEPTANCE**

- A. After work is complete, the Contractor and the Engineer shall conduct a final inspection of the area for conformation that all repairs have been appropriately performed, all test results are acceptable and only after evaluation by the Contractor and the Engineer and acceptance by the District shall any material, including water, be placed upon the lining system or in the reservoir.
- B. The lining system will be accepted by the Engineer when:
  - 1. Installation of materials is complete, and
  - 2. Verification of the adequacy of all seams and repairs, including associated testing and documentation is complete
- C. If more than 30% destructive tests result in failure, the Contractor shall replace entire lining system at no cost to the Owner.

### **3.14 SPARE PARTS**

Contractor shall provide a minimum 200 square feet of each liner material, identical to that installed, in pieces not less than 10 foot by 20.

**END OF SECTION**







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

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

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

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

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

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

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

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

Equipment rental payment is full compensation for:

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

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

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

The Engineer determines rental costs:

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

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

Equipment rental rates include the cost of:

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

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

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

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

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

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

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

The Department pays for fuel consumed during operation of rented equipment not included in the invoiced rental rate.

**9-1.03D(3) Equipment Not On the Job Site Required for Original Contract Work**

For equipment not on the job site at the time required to perform work paid by force account and required for original Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated 4 hours or less is paid as 1/2 day
3. Operated 4 hours or more is paid as 1 day

If the minimum total time exceeds 8 hours and if hourly rates are listed, the Department rounds up hours operated to the nearest 1/2-hour increment and pays based on the following table. The table does not apply when equipment is not operated due to breakdowns; in which case rental hours are the hours the equipment was operated.

**Equipment Rental Hours**

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

**9-1.03D(4) Equipment Not On the Job Site Not Required for Original Contract Work**

For equipment not on the job site at the time required to perform work paid by force account and not required for original Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

For this equipment, the Engineer may authorize rates in excess of those in Labor Surcharge and Equipment Rental Rates subject to the following:

1. Equipment is not available from your normal sources or from one of your subcontractors
2. Proposed equipment rental rate is reasonable
3. Engineer authorizes the equipment source and the rental rate before you use the equipment



**Replace Section 14 with:  
SECTION 14 ENVIRONMENTAL STEWARDSHIP**

**14-1 GENERAL**

**14-1.01 GENERAL**

Environmental stewardship includes both environmental compliance and environmental resource management. If an ESA is shown on the plans:

1. The boundaries shown are approximate; the Department marks the exact boundaries on the ground
2. Do not enter the ESA unless authorized
3. If the ESA is breached, immediately:
  - 3.1. Secure the area and stop all operations within 60 feet of the ESA boundary
  - 3.2. Notify the Engineer
4. If the ESA is damaged, the Department determines what efforts are necessary to remedy the damage and who performs the remedy; you are responsible for remedies and charges.

**14-2 CULTURAL RESOURCES**

**14-2.01 GENERAL**

Reserved

**14-2.02 ARCHAEOLOGICAL RESOURCES**

If archaeological resources are discovered at the job site, do not disturb the resources and immediately:

1. Stop all work within a 60-foot radius of the discovery
2. Protect the discovery area
3. Notify the Engineer

The Department investigates. Do not move archaeological resources or take them from the job site. Do not resume work within the discovery area until authorized.

If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of an archaeological find, or investigation or recovery of archeological materials, you will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays."

If ordered, furnish resources to assist in the investigation or recovery of archaeological resources. This work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

**14-2.03 ARCHAEOLOGICAL MONITORING AREA**

Section 14-2.03 applies if an AMA is described in the Contract.

The Department assigns an archaeological monitor to monitor job site activities within the AMA. Do not work within the AMA unless the archeological monitor is present.

The Engineer and the Department archaeological monitor conduct an AMA location field review with you at least 5 business days before start of work. The Department marks the exact boundaries of the AMA on the ground.

If temporary fence (Type ESA) or other enclosure for an AMA is described in the Contract, install temporary fence (Type ESA) or other enclosure to define the boundaries of the AMA during the AMA location field review.

At least 5 business days before starting work within an AMA, submit a schedule of days and hours to be worked for the Engineer's approval. If you require changes in the schedule, submit an update for the Engineer's approval at least 5 business days before any changed work day.

If archaeological resources are discovered within an AMA, comply with Section 14-2.02, "Archaeological Resources."

**14-2.04 HISTORIC STRUCTURES**

Reserved

**14-3 COMMUNITY IMPACTS AND ENVIRONMENTAL JUSTICE**

Reserved

## **14-4 NATIVE AMERICAN CONCERNS**

Reserved

## **14-5 AESTHETICS**

Reserved

## **14-6 BIOLOGICAL RESOURCES**

### **14-6.01 GENERAL**

Reserved

### **14-6.02 BIRD PROTECTION**

Protect migratory and nongame birds, their occupied nests, and their eggs.

The Department anticipates nesting or attempted nesting from February 15 to September 1.

The federal Migratory Bird Treaty Act, 16 USC § 703–711, and 50 CFR Pt 10 and Fish & Game Code §§ 3503, 3513, and 3800 protect migratory and nongame birds, their occupied nests, and their eggs.

The federal Endangered Species Act of 1973, 16 USC §§ 1531 and 1543, and the California Endangered Species Act, Fish & Game Code §§ 2050–2115.5, prohibit the take of listed species and protect occupied and unoccupied nests of threatened and endangered bird species.

The Bald and Golden Eagle Protection Act, 16 USC § 668, prohibits the destruction of bald and golden eagles and their occupied and unoccupied nests.

If migratory or nongame bird nests are discovered that may be adversely affected by construction activities or an injured or killed bird is found, immediately:

1. Stop all work within a 100-foot radius of the discovery.
2. Notify the Engineer.

The Department investigates. Do not resume work within the specified radius of the discovery until authorized.

When ordered, use exclusion devices, take nesting prevention measures, remove and dispose of partially constructed and unoccupied nests of migratory or nongame birds on a regular basis to prevent their occupation, or perform any combination of these. This work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

Prevent nest materials from falling into waterways.

Bird protection that causes a delay to the controlling activity is a condition unfavorable to the suitable prosecution of work as specified in Section 8-1.05, "Temporary Suspension of Work."

## **14-7 PALEONTOLOGICAL RESOURCES**

If paleontological resources are discovered at the job site, do not disturb the material and immediately:

1. Stop all work within a 60-foot radius of the discovery
2. Protect the area
3. Notify the Engineer

The Department investigates and modifies the dimensions of the protected area if necessary. Do not move paleontological resources or take them from the job site. Do not resume work within the specified radius of the discovery until authorized.

## **14-8 NOISE AND VIBRATION**

### **14-8.01 GENERAL**

Reserved

### **14-8.02 NOISE CONTROL**

Do not exceed 86 dBA LMax at 50 feet from the job site activities from 9 p.m. to 6 a.m.

Equip an internal combustion engine with the manufacturer-recommended muffler. Do not operate an internal combustion engine on the job site without the appropriate muffler.





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**SECTION 12. ENVIRONMENTAL PERMIT SUMMARY FORM**

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

Paavo Ogren, Director

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

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Fax (805) 781-1229

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

**ENVIRONMENTAL PERMIT SUMMARY FORM**

**Date:** February 5, 2013

**To:** Jeff Lee, P.E., Project Manager

**From:** Eric Wier, Environmental Resource Specialist *EW*

**Subject:** Environmental Review & Permit Status for the Salinas Dam Booster Station Reservoir Liner Replacement Project; ED12-125 (535R155715)

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	Categorically Exempt – February 5, 2013	X
NEPA Review	Not applicable, no federal permits or funding	
Coastal Permit	Not applicable, outside of Coastal Zone	
CZMA	Not applicable, no federal action	
CDFG 1601	Not applicable	
USACOE 404	Not applicable, no fill in "waters of the United States"	
NMFS ESA	Not applicable, no listed species effects	
USFWS ESA	Not applicable, no listed species effects	
RWQCB 401	Not applicable, no 404 permit required	
NPDES	Not applicable, less than 1 acre disturbance	

Measure #	Special Environmental Conditions	Responsibility: Contractor, County or Both
1	Please notify the Environmental Programs Division if the project description changes.	County
2	If any archaeological materials are unearthed during construction (shells, old bottles, stone tools, bone, etc.) stop work in the vicinity of the find and notify the Environmental Programs Division.	Both



# NOTICE OF EXEMPTION

SAN LUIS OBISPO COUNTY DEPARTMENT OF PLANNING AND BUILDING

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

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

Salinas Dam Booster Station Reservoir Liner Replacement Project; ED12-125 (535R155715)

**Project Title**

On the east side of Highway 101, 0.3 mile northeast of Tassajara Creek Road, southwest of Santa Margarita

**Project Location - Specific**

San Luis Obispo

**Project Location – County**

Replace the deteriorated reservoir liner with a similar liner and geotextile. The project will protect the reservoir walls, reduce possible leakage, and improve water quality.

**Description of Nature and Purpose of Project**

County of San Luis Obispo

**Name of Public Agency Approving Project**

Department of Public Works - County Gov't. Center Rm. 207, San Luis Obispo, CA 93408

**Name of Person or Agency Carrying Out Project/Beneficiaries of Project**

**Exempt Status: (Check One)**

- Ministerial {Sec. 21080(b)(1); 15268}
- Declared Emergency {Sec. 21080(b)(3); 15269(a)}
- Emergency Project {Sec. 21080(b)(4); 15269(b)(c)}
- Categorical Exemption. {Sec. 15302 ; Class: 2(c) }
- Statutory Exemption {Sec.      }

(ENDORSED)  
**FILED**

FEB - 5 2013

JULIE L. RODEWALD COUNTY CLERK  
BY HANS THIEL  
DEPUTY CLERK

**Reasons why project is exempt:** The project is a replacement of an existing utility system structure involving no expansion of capacity an no significant effects on environmental resources.

Eric Wier, Environmental Resource Specialist

(805) 788-2766

**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 2.5.13

Name (Print) Ellen Carroll Title Env. Coord

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

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# SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

*Board Approved Policy*

## Bid Protests and other Challenges to Construction Contracts of the San Luis Obispo County Flood Control and Water Conservation District

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**Effective Date:** October 22, 2013  
**Revision Date:**  
**Prepared by:** Public Works, General Services Agency, Administrative Office, and  
County Counsel  
**Next Review Date:**  
**Approved by:** Board of Supervisors, San Luis Obispo County Flood Control and  
Water Conservation District on October 22, 2013

### 1. PURPOSE

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

### 2. AUTHORITY

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

### 3. POLICY

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

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

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

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

### 3.1 Definitions.

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

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

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

### 3.3 Basis for Protest.

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

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

### 3.4 Protest Requirements and Procedure.

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

respective Protest, Response or Reply no later than one (1) business day after it was submitted to the Director. The means of transmission chosen must also provide the sending party a means of verifying the date and time the copy was received by each Interested Party. Transmission by email may be an acceptable means of transmittal.

- 3.4.5 No Ex Parte or Unilateral Communications on the Merits of a Protest - No Bidder shall have any written communications regarding the merits of a Protest with the Public Works Department or its Director that are not concurrently sent to all of the other Interested Parties. No Bidder shall have any oral communications regarding the merits of a Protest with the Public Works Department or its Director other than during an oral presentation properly noticed by the Director under this Policy.
- 3.4.6 Suspension of Process for Proposed Rejection of all Bids - At any time during the processing of a Protest, the Director may elect to indefinitely suspend any further processing of the Protest by providing written notice to all Interested Parties that the Director intends to recommend to the Board that all bids be rejected. All time deadlines provided in this Policy shall be tolled during any such suspension period. If the Board decides to not reject all bids, or if the Director otherwise decides to lift the suspension, the requirements of this Policy shall be reactivated upon the Director providing all Interested Parties with written notice thereof.

### 3.5 Summary Dismissal of Protest.

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

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

In reaching a decision on the merits of a Protest, the Director may consider relevant documentation submitted by the Protestor and any other Interested Party. If the Director wishes to have additional information submitted by the Protestor that was not included in the Protest or in any documentation from other Interested Parties, the Director will make a request specifying the information sought and time for submittal. Submissions of additional information that have not been specifically requested by the Director may not be considered at the Director's sole discretion. The Director need not conduct a "hearing" or consider oral testimony. The Director will issue a written decision containing the basis of the decision. The decision shall be the final decision of the District with no provision for reconsideration or appeal to the Board except as provided in section 3.9 below.

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

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

3.7.1.1 Notice of Oral Presentation - The Director will set a date, time, and place for an oral presentation. Written notice will be sent to Interested Parties not less than five (5) business days in advance of the oral presentation unless it is agreeable to all parties that an earlier date be established. Continuances may be granted by the Director for good cause.

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

3.7.1.3 Record of Oral Presentation - Any Interested Party may request, and in the Director's sole discretion, the Director may allow recording of the presentation. If the Director allows the presentation to be recorded, the Interested Party requesting that the presentation be recorded must pay the cost of recording, including the costs to make and distribute copies of the recording to the Director and other Interested Parties. There shall be no cost to the District.

3.7.1.4 Decisions - The Director will issue a written decision within 30 calendar days of the oral presentation; however, the time for issuing the written decision may be extended by the Director. A copy of the decision will be furnished to the Interested Parties. The decision shall be the final decision of the District with no provision for reconsideration or appeal to the Board except as provided in section 3.9 below.

### 3.8 Effect on Contracts.

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

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

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

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