

# PROJECT EVALUATION (PEF)

PROJECT CONCEPT		
PROJECT TITLE San Clemente State Beach Asphalt Repairs		PARK UNIT NAME San Clemente State Beach
DISTRICT NAME Orange Coast District		FACILITY NO. 611-C-5-02-3-001
PROJECT MANAGER Greg Kania	PHONE NO. 949-366-8590	EMAIL greg.kania@parks.ca.gov
DISTRICT PROJECT MANAGER Steve Scott	PHONE NO. 949-366-8510	EMAIL steve.scott@parks.ca.gov
PROJECT BID DATE TBD	CONSTRUCTION START DATE 1/2022	FUNDING SOURCE Roads
<p><b><u>PROJECT DESCRIPTION</u></b></p> <p><i>Identify the scope of the project in detail, including its purpose, location, and potential impacts. If the ground is to be disturbed, describe the depth and extent of excavation. Describe the existing site conditions, including previous development. Note if work will impact or extend beyond park property. Indicate if work will be done in conjunction with, or as part of, other projects. (Use additional pages if necessary.)</i></p> <p>Please see attached Scope of Work. All areas of work are in previously developed areas and have had extensive repairs and or asphalt overlays. No potential impacts and all work is being performed inside the park boundaries.</p>		
<p><b><u>DOCUMENTS ATTACHED</u></b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 7.5 minute (quad) map of project area (<b>Required</b>)</li> <li><input checked="" type="checkbox"/> Site Map (<b>Required</b> - Scale should show relationship to existing buildings, roads, landscape features, etc.)</li> <li><input type="checkbox"/> DPR 727 Accessibility Review and Comment Sheet (<b>Required</b> – Attach DPR 727 or emailed project exemption from the Accessibility Section.)</li> <li><input checked="" type="checkbox"/> Sea-level Rise Worksheet (for coastal park units)</li> <li><input checked="" type="checkbox"/> Graphics (Specify - photos, diagrams, drawings, cross-sections, etc.):</li> <li><input type="checkbox"/> Other (Specify):</li> </ul>		

Project ID No. 207239

PCA No. 12299

# PROJECT EVALUATION (PEF)

## REGULATORY REQUIREMENTS

IS AN APPLICATION, PERMIT, OR CONSULTATION REQUIRED?	YES	MAYBE	NO	CONTACT
Coastal Development Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DFG Stream Alteration Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
State & Federal Endangered Species Consultation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Corps of Engineers 404 Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
RWQCB or NPDES Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DPR Right to Enter or Temporary Use Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PRC 5024 Review	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stormwater Management Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Encroachment Permit ( <i>Specify Agency</i> ):	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Native American Consultation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other ( <i>Specify</i> ):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS:

Project ID No. 207239

PCA No. 12299

# PROJECT EVALUATION (PEF)

## DEPARTMENT POLICY COMPLIANCE

	YES	NO
HAS A GENERAL PLAN BEEN APPROVED FOR THE UNIT?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If YES, is the project consistent with the GP?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If NO, what is the project justification?		
Is it a temporary facility? (No permanent resource commitment)	<input type="checkbox"/>	<input type="checkbox"/>
Health and Safety?	<input type="checkbox"/>	<input type="checkbox"/>
Is it a Resource Management Project?	<input type="checkbox"/>	<input type="checkbox"/>
Is it repairing, replacing, or rehabilitating an existing facility?	<input type="checkbox"/>	<input type="checkbox"/>
IS THE PROJECT WITHIN A CLASSIFIED SUBUNIT?		
Natural Preserve	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cultural Preserve	<input type="checkbox"/>	<input checked="" type="checkbox"/>
State Wilderness	<input type="checkbox"/>	<input checked="" type="checkbox"/>
IS THE PROJECT CONSISTENT WITH THE DEPARTMENT'S CULTURAL RESOURCE MANAGEMENT DIRECTIVES?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IS THE PROJECT CONSISTENT WITH THE DEPARTMENT'S OPERATIONS MANUAL CHAPTER 0300?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

COMMENTS:

DISTRICT SUPERINTENDENT PROJECT CONCEPT APPROVAL OR DESIGNEE

DocuSigned by:  
*Todd Lewis*  
09F84C1F-C8D1473...

TITLE  
SPSV

DATE  
12/20/2021

**PROJECT EVALUATION (PEF)****RESOURCES**

*Explain all 'Yes' or 'Maybe' answers in the "Evaluation and Comments" section (reference by letter and number). Attach additional pages, if necessary.*

YES	MAYBE	NO	
			<b>A. EARTH – WILL THE PROJECT:</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Create unstable soil or geologic conditions?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Adversely affect topographic features?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Adversely affect any unusual or significant geologic features?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Increase wind or water erosion?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Adversely affect sand deposition or erosion of a sand beach?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. Expose people, property, or facilities to geologic hazards or hazardous waste?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7. Adversely affect any paleontological resource?
			<b>B. AIR – WILL THE PROJECT:</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Adversely affect general air quality or climatic patterns?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Introduce airborne pollutants that may affect plant or animal vigor or viability?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Increase levels of dust or smoke?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Adversely affect visibility?
			<b>C. WATER – WILL THE PROJECT:</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Change or adversely affect movement in marine or fresh waters?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Change or adversely affect drainage patterns or sediment transportation rates?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Adversely affect the quantity or quality of groundwater?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Adversely affect the quantity or quality of surface waters?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Expose people or property to flood waters?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. Adversely affect existing or potential aquatic habitat(s)?
			<b>D. PLANT LIFE – WILL THE PROJECT:</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Adversely affect any native plant community?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Adversely affect any unique, rare, endangered, or protected plant species?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Introduce a new species of plant to the area?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Adversely affect agricultural production?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Adversely affect the vigor or structure of any tree?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. Encourage the growth or spread of alien (non-native) species?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7. Interfere with established fire management plans or practices?

Project ID No. 207239

PCA No. 12299

**PROJECT EVALUATION (PEF)**

YES	MAYBE	NO	
		<input checked="" type="checkbox"/>	<b>E. ANIMAL LIFE – WILL THE PROJECT:</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Adversely affect any native or naturalized animal population?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Adversely affect any unusual, rare, endangered, or protected species?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Adversely affect any animal habitat?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Introduce or encourage the proliferation of any non-native species?
			<b>F. CULTURAL RESOURCES – WILL THE PROJECT:</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Adversely affect a prehistoric or historic archeological site, or tribal cultural resource?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Adversely affect a prehistoric or historic building, structure, or object?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Cause an adverse physical or aesthetic effect on an eligible or contributing building, structure, object, or cultural landscape?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Diminish the informational or research potential of a cultural resource?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Increase the potential for vandalism or looting?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. Disturb any human remains?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7. Restrict access to a sacred site or inhibit the traditional religious practice of a Native American community?
			<b>G. AESTHETIC RESOURCES – WILL THE PROJECT:</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Adversely affect a scenic vista or view?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Significantly increase noise levels?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Adversely affect the quality of the scenic resources in the immediate area or park-wide?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Create a visually offensive site?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Be incompatible with the park design established for this unit or diminish the intended sense of “a special park quality” for the visitor?
			<b>H. RECREATIONAL RESOURCES – WILL THE PROJECT:</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Be in a public use area?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Have an adverse effect on the quality of the intended visitor experience?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Have an adverse effect on the quality or quantity of existing or future recreational opportunities or facilities?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Have an adverse effect on the accessibility of recreational facilities (e.g., ADA requirements)?

Project ID No. 207239

PCA No. 12299

# PROJECT EVALUATION (PEF)

YES	MAYBE	NO	<b><u>I. SEA-LEVEL RISE AND EXTREME EVENTS (COASTAL UNITS ONLY):</u></b>
<input checked="" type="checkbox"/>		<input type="checkbox"/>	1. Has this project been evaluated for potential impacts from sea-level rise, coastal storm surge, and other extreme events, using the Department's Sea-Level Rise and Extreme Events Guidance Document or an equivalent process? <i>Please attach the Sea-Level Rise Worksheet (provided in the guidance document) or other detailed evaluation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Based on the evaluation described above, will the project be adversely impacted by frequent flooding or permanent inundation during its expected lifetime?
<input type="checkbox"/> Non-coastal unit			



## EVALUATION AND COMMENTS

Project ID No. 207239

PCA No. 12299

**PROJECT EVALUATION (PEF)****ENVIRONMENTAL REVIEW**

*To Be Completed by Qualified Specialist(s) ONLY.  
Attach additional reviews or continuation pages, as necessary.*

**TRIBAL LIAISON COMMENTS AND SIGNATURE (REQUIRED FOR ALL FINDINGS)**

- Reviewer is Designated District/Service Center/Division **Tribal Liaison or Designee**  
 NAHC Listed Tribe(s) contacted (attach correspondence record for contact and findings)  
 DN 2007-05 Tribal Consultation Only  
 AB52 Consultation Initiated

**Findings:**

- Project action does not have potential to affect "tribal cultural" resources (explain)

**Check more than one box if tribes provide differing responses, and describe all consultations below.**

- Tribe(s) did not respond  
 Tribe(s) approved project as written  
 Tribe(s) approved project with treatments or conditions  
 Tribe(s) and DPR unable to reach mutual agreement on project treatments or conditions

**Explain**

No previously recorded cultural resources have been identified in the vicinity of the project area. All work as described in the current scope will occur in areas previously disturbed by past paving and grading activities. The likelihood of encountering or negatively impacting prehistoric resources is very low.

SIGNATURE



DocuSigned by:  
JOSEPH FAYER

PRINTED NAME

JOSEPH FAYER

TITLE

Associate State Archaeologist

DATE

12/20/2021


**ARCHEOLOGIST COMMENTS AND SIGNATURE (REQUIRED FOR ALL FINDINGS)****Findings:**

- No PRC 5024 necessary (provide justification)  
 PRC 5024 attached; project approved as written  
 PRC 5024 attached, conditions necessary  
 PRC 5024 attached, mitigations and/or potential significant impacts

**Explain**

A records search was conducted at the Orange Coast District State Parks office, and no previously recorded cultural resources were identified in the vicinity of the project. The current scope of work has identified that all work will take place within areas previously disturbed. Furthermore, ground disturbance will be minimal with the asphalt repairs and replacement. No further cultural review is required. In the event that crews observe shell, bone, modified stone, soil changes such as dark stains, work should be temporarily halted in the area, and the District Archaeologist should be notified to assess the find, prior to work resuming in the location.

SIGNATURE



DocuSigned by:  
JOSEPH FAYER

PRINTED NAME

JOSEPH FAYER

TITLE

Associate State Archaeologist

DATE

12/20/2021

Project ID No. 207239


PCA No. 12299

**PROJECT EVALUATION (PEF)****HISTORIAN COMMENTS AND SIGNATURE (REQUIRED FOR ALL FINDINGS)****Findings:**

- No PRC 5024 necessary (provide justification)
- PRC 5024 attached, project approved as written
- PRC 5024 attached, conditions necessary
- PRC 5024 attached, mitigations and/or potential significant impacts

**Explain**

The proposed project will repair approximately 3,250 sq. ft. of asphalt in the Hook Up and Tent Areas at San Clemente SB. The areas identified for repair are all in previously-developed locations with extensive prior repairs and/or asphalt overlays. No known above-ground historic resources would be impacted by the scope of work as proposed, including those associated with the California- and National Register-eligible San Clemente State Beach Historic District. The latter is a discontinuous district consisting of buildings and structures built by the Civilian Conservation Corps (CCC) between 1934 and 1941 and CDPR's continued statewide postwar park development program from 1946 to 1960.

SIGNATURE 	PRINTED NAME Michael Yengling
TITLE Associate Park & Rec Specialist and Reviewing Historian, Southern Service Center	DATE 12/20/2021

**ENVIRONMENTAL SCIENTIST COMMENTS AND SIGNATURE (REQUIRED FOR ALL FINDINGS)****Findings:**

- No Impact
- Impact(s), see conditions/mitigations below or on attached page(s)
- Potential Significant Impact


**Explain**

The project replaces asphalt within existing asphalt parking lots and camping areas. The action falls under maintenance of Existing Facilities and is exempt from further CEQA §15300.4 review. To the extent practical, avoid work during the bird nesting season between February 15 and July 31. As necessary, protect storm drain inlets near work and down gradient of the area to be paved.

SIGNATURE 	PRINTED NAME Riley Pratt
TITLE Sr. Environmental Scientist	DATE 12/31/2021

**MAINTENANCE CHIEF/SUPERVISOR (REQUIRED FOR ALL FINDINGS)****COMMENTS:**

All potential impacts addressed.




SIGNATURE 	PRINTED NAME Steven L Scott
TITLE Park Maintenance Chief III	DATE 12/20/2021



Project ID No. 207239

PCA No. 12299


# PROJECT EVALUATION (PEF)

<b>OTHER COMMENTS (COMMENTER MUST INCLUDE TITLE AND SIGNATURE)</b>		
SIGNATURE 	PRINTED NAME	
TITLE	DATE	
<b>OTHER COMMENTS (COMMENTER MUST INCLUDE TITLE AND SIGNATURE)</b>		
SIGNATURE 	PRINTED NAME	
TITLE	DATE	
<b>OTHER COMMENTS (COMMENTER MUST INCLUDE TITLE AND SIGNATURE)</b>		
SIGNATURE 	PRINTED NAME	
TITLE	DATE	

Project ID No. 207239

# PROJECT EVALUATION (PEF)

PCA No. 12299

ENVIRONMENTAL COORDINATOR REVIEW			
YES	MAYBE	NO	<b><u>CUMULATIVE IMPACTS</u></b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Will the project be conducted in conjunction with or at the same time as other projects at the park?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Will the project be part of a series of inter-related projects?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Are there any other projects that must be completed for any part of this project to become operational?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Are there any other projects (including deferred maintenance) that have been completed or any probable future projects that could contribute to the cumulative impacts of this project?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Are any of the projects that relate to the proposed work outside the General Plan?
<p><b>COMMENTS:</b></p> <p>Project is considered routine maintenance of critical infrastructure. No potential for significant impacts to the environment is anticipated in compliance with Section 15300.4. If the project is implemented as indicated in the project description, then it is exempt under CEQA 15301-Existing Facilities. The action falls under Departmental List of Exempt maintenance activities according to CEQA 15300.4 as outlined in the Department of Operations Manual, Chapter 0600..</p> <p>× Class 1, Section 15301: "Existing Facilities"</p>			
<p><b>RECOMMENDATION:</b></p> <p><input type="checkbox"/> Not a project for the purposes of CEQA compliance.</p> <p><input type="checkbox"/> Project is covered activity under DOM 0600 (Figure F) that does not require a Notice of Exemption;</p> <p><input type="checkbox"/> Project is covered activity under previously prepared CEQA Document (internal or external); SCH number: _____</p> <p><input checked="" type="checkbox"/> The project is exempt. File a Notice of Exemption.</p> <p><input type="checkbox"/> A Negative Declaration should be prepared.</p> <p><input type="checkbox"/> A Mitigated Negative Declaration should be prepared.</p> <p><input type="checkbox"/> An EIR should be prepared.</p> <p style="text-align: right;"><input type="checkbox"/> AB52 Consultation Initiated. See Tribal Liaison Comment Section above.</p>			
SIGNATURE		PRINTED NAME	
 <small>DocuSigned by: JOSEPH FAYER 155BA0EE458A496...</small>		JOSEPH FAYER	
TITLE		DATE	
Associate State Archaeologist		1/3/2022	

Project ID No. 207239

# PROJECT EVALUATION (PEF)

PCA No. 12299

## DISTRICT SUPERINTENDENT REVIEW

COMMENTS:

***I acknowledge any constraints placed on the project as a result of the specialists' comments above and recommend the project proceed.***

DISTRICT SUPERINTENDENT APPROVAL SIGNATURE

TITLE  
SPS V

DATE  
1/4/2022

 DocuSigned by:  
Todd Lewis



Orange Coast District  
3030 Avenida Del Presidente  
San Clemente, CA 92672

September 22, 2021

Sent via email to [Anthony@prestigecompany.net](mailto:Anthony@prestigecompany.net)

Anthony Trujillo, RMO  
Prestige Striping Services, Inc. DBA Prestige Paving Company  
1054 Railroad Street  
Corona, CA 92882

### NOTICE OF AWARD

In Re: State Parks Orange Coast District – San Clemente Campground Asphalt Repairs–  
C21925014

Dear Mr. Trujillo:

This letter is to notify you that your company has been determined to be the apparent low bidder for the above referenced Project. To qualify as the lowest responsible bidder, you must execute and return all required Contract Documents enclosed and per the checklist below. Please review carefully and return Contract Documents to my attention **on or before October 6, 2021.**

- ✓ Standard Agreement Number **C21925014** – Please review for accuracy and let me know if any changes should be made- this will be sent to you via Docusign.
- ✓ Copy of certificates of insurance as outlined in **Exhibit D, Attachment 2, pages 3 and 4, 1.04 Insurance.**
  - \*\*\*Note: Please forward this section to your insurance company and ask the insurance company to include the State Park Name and agreement number on the certificate: **Orange Coast District C21925014. Insurance may be emailed.**
  - **General Liability Insurance and Motor Vehicle Liability Insurance**
    - **Must include the Additional Insured language** (for both General and Motor Vehicle Liability) – this must appear **word-for-word** as “The State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as operations under this contract are concerned.”
  - **Workers Compensation Insurance**
    - **Must include the Waiver of Subrogation** – “This policy is endorsed with a waiver of subrogation endorsement in favor of the State”.
- ✓ Payment Bond (STD 807) – One (1) **wet ink** signed original, on the **STD 807** attached. Reference Exhibit D Attachment 2, page 3, 1.03 Contract Bonds.
- ✓ Performance Bond – One (1) **wet ink** signed original, provided on **standard bonding company form. See Required Performance Bond Language attached.** Reference Exhibit D Attachment 2, page 3, 1.03 Contract Bonds.

Prestige Striping Services, Inc. DBA Prestige Paving Company  
Notice of Award  
Page 2 of 2

DPR 482A, Public Works Instructions to Bidders, (1.04) (D) states, in part: "the apparent low bidder shall execute the required number of copies of the contract documents and return them within **ten (10) days**, not including Saturdays, Sundays and Legal Holidays, after he/she has received notice that he/she is the apparent low bidder" . . . Failure to provide the required executed contract documents as required may be deemed refusal of an award which shall be cause for forfeiture of bidder's security.

The Contract shall not be binding on either party until approved by the appropriate authorized state agency. When the Contract is approved, you will be notified in writing by the State.

If you have any questions, please contact me at (949) 366-8533 or [Michelle.Humphrey@parks.ca.gov](mailto:Michelle.Humphrey@parks.ca.gov).

Sincerely,

A handwritten signature in black ink that reads "Michelle Humphrey". The signature is written in a cursive style and is positioned above the enclosure information.

Enclosures: **Standard Agreement Number C21925014, Payment Bond (STD 807), Required Performance Bond Language**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C21925014

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTOR NAME

Prestige Striping Services, Inc. DBA Prestige Paving Company

2. The term of this Agreement is:

START DATE

Notice to Proceed (NTP)

THROUGH END DATE

Sixty (60) Calendar Days

3. The maximum amount of this Agreement is:

\$28,608.80

Twenty-Eight Thousand, Six Hundred Eight Dollars and Eighty Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work (DPR 603PW)	1
Exhibit B	Budget Detail and Payment Provisions (DPR 604PWL)	1
Exhibit B, Attachment 1	Bid Form	3
+ - Exhibit C *	General Terms and Conditions (incorporated by reference)	04/2017
+ - Exhibit D	Special Terms and Conditions (DPR 605PW)	1
+ - Exhibit D, Attachment I	Project Manual	24
+ - Exhibit D, Attachment II	Section 00700 General Terms and Conditions	14

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Prestige Striping Services, Inc. DBA Prestige Paving Company

CONTRACTOR BUSINESS ADDRESS

1054 Railroad Street

CITY

Corona

STATE

CA

ZIP

92882

PRINTED NAME OF PERSON SIGNING

Anthony Trujillo

TITLE

Responsible Managing Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C21925014

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTING AGENCY ADDRESS

1 Capitol Mall, STE 410

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Brian K. Dewey

TITLE

Assistant Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Contractor's Name: Prestige Striping Services, Inc. DBA  
Prestige Paving Company

Agreement Number: C21925014

Page: 1 of 1

## EXHIBIT A — Public Works (Standard Agreement)

### SCOPE OF WORK

1. Contractor agrees to furnish all labor, tools, materials and equipment necessary to:  
Furnish all labor, materials, tools and equipment necessary to repair approximately 3,251 square feet of deteriorated asphalt at San Clemente State Beach, Orange County, California. Repairs include removal of approximately 1,552 square feet of asphalt and replacement of the approximately 1,552 square feet with 4 inches of asphalt. Existing subbase below asphalt will remain in place. Approximately 1,378 square feet of asphalt shall be repaired by Grind and Cap. Approximately 321 square feet of asphalt shall be repaired by patching.
2. The work shall be performed at:  
San Clemente State Beach- 225 W. Avenida Calafia St, San Clemente, CA, County of Orange, 92672
3. The work shall be provided during:  
Working hours are 7:00am to 4:00pm Monday through Friday. No work shall be done on weekends or holidays.
4. The project representatives during the term of this agreement will be:

State Agency:	Department of Parks and Recreation	Contractor:	Prestige Striping Services, Inc.
Section/Unit:	Orange Coast District	Section/Unit:	N/A
Attention:	Greg Kania	Attention:	Anthony Trujillo, RMO
Address:	3030 Avenida Del Presidente	Address:	1054 Railroad Street
City/State/Zip Code:	San Clemente, CA 92672	City/State/Zip Code:	Corona, CA 92882
Phone:	949.366.8590/ 949.233.2048	Phone:	714.400.4927/ 451.270.2999
Fax:	949.366.8596	Fax:	951.270.2899
E-mail:	<a href="mailto:greg.kania@parks.ca.gov">greg.kania@parks.ca.gov</a>	E-mail:	<a href="mailto:anthony@prestigecompany.net">anthony@prestigecompany.net</a>



Prestige Striping Services, Inc.  
Contractor's Name: DBA Prestige Paving Company  
Agreement Number: C21925014  
Page:  1  of  1

## **EXHIBIT B — PUBLIC WORKS (For Lump Sum) (Standard Agreement)**

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor in accordance with the lump sum amount specified in the Bid Form, marked Exhibit B, Attachment 1, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted upon completion of all work to:

Department of Parks and Recreation email:  
[OCD.Invoice@parks.ca.gov](mailto:OCD.Invoice@parks.ca.gov)

#### **2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

#### **3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

#### **4. Compensation**

Contractor shall submit to the State an itemized request for payment. All invoices or requests for payment, not on Contractor's preprinted stationery, shall be signed by the Contractor or his authorized representative and submitted to the State's Representative as indicated in paragraph 1B above.

No progress payments will be made by the State. The one and only payment will be the final payment made by the State upon satisfactory completion of all work required under the contract documents.

State of California - The Resources Agency  
 DEPARTMENT OF PARKS AND RECREATION

**Exhibit B, Attachment 1  
 PUBLIC WORKS BID FORM**

BID TIME 2:00 PM	RIN DATE 9/17/2021
PROJECT LOCATION 225 W. Avenida Calafia St, San Clemente, County of Orange, 92672	
PROJECT NAME San Clemente Campground Asphalt Repairs- C21925014	

**Nondiscrimination Compliance Statement:** The prospective contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

**Verification:** By signing this Bid Form, the bidder assures the state that it has not been convicted of violating a state or federal law regarding the employment of undocumented aliens, in the preceding five years.

The prospective contractor's signature affixed hereon and dated shall constitute a certification that the representations made by the prospective contract in the bid are made under penalty of perjury under the laws of the State of California.

**Important:** Pursuant to Title 2, California Code of Regulations, Section 8103 and Business and Professions Code Section 7028.15, no bid will be considered unless it contains the certifications and license information requested on this form. The State reserves the right to waive any irregularity in any bid or to reject any or all bids.

**CERTIFICATION**

*I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed above. This certification is made under the laws of the State of California. I understand that failure to submit the Public Works Bid Form without the appropriate bidder signature will result in rejection of the bid.*

BY (Authorized Signatory)

DATE  
9/15/2021

PRINTED NAME AND TITLE OF PERSON SIGNING

Anthony A. Trujillo, RMO

CONTRACTOR/BIDDER FIRM NAME (Printed) Prestige Striping Services Inc. DBA Prestige Paving Company	PHONE NO. (951)270-2999	FAX NO. (951)270-2899
ADDRESS 1054 Railroad Street	CITY/STATE/ZIP CODE Corona, CA 92882	
LICENSE CLASSIFICATION C12, C32, A, C8	LICENSE NO. & EXPIRATION DATE 827632 & 11/30/2021	DIR REGISTRATION NUMBER 1000015267

STATUS OF BUSINESS (Check appropriate box.)

Individual.

Corporation. State in which incorporated: California

Partnership. Full names of partners:

Listed hereinafter are the names, addresses and contractor's license numbers of all subcontractors who will perform work or labor or render services in an amount in excess of one-half of one percent of the general contractor's total bid if this bid is accepted and the portion of the work that each will perform. Material vendors are not included.

KIND OF WORK	NAME AND ADDRESS	LICENSE NO.
Saw Cutting	victorians R.E.D. 4260 Artesia Ave. unit B Fullerton CA 92833	1028260

### BID FORM

The bidder hereby proposes to furnish all labor, materials, tools and equipment necessary to repair approximately 3,251 square feet of deteriorated asphalt at San Clemente State Beach, Orange County, California. Repairs include removal of approximately 1,552 square feet of asphalt and replacement of the approximately 1,552 square feet with 4 inches of asphalt. Existing subbase below asphalt will remain in place. Approximately 1,378 square feet of asphalt shall be repaired by Grind and Cap. Approximately 321 square feet of asphalt shall be repaired by patching.

The bidder will be compensated at the unit rate submitted on this Bid Form, for the following lump sum which shall include all applicable taxes and other expenses involved in this project:

<u>Item A:</u> <u>Description</u>	Unit Price	X	Estimated	=	<u>Total Item A</u>
	Per Sq. Ft.		Sq. Ft.		
Repair approximately <u>3,251 square feet</u> of deteriorated asphalt	\$ <u>8.80</u>	X	3,251 Sq. Ft.	=	\$ <u>28,608.80</u>

**Total Base Bid (Item A) =**

\$ 28,608.80

The foregoing quantities are approximate only, being given solely as a basis for the preparation and comparison of bids, and the State does not expressly or by implication, agree that the actual amount of work will correspond therewith. The State reserves the right to increase or decrease the amount of any item or eliminate any item or items as may be deemed necessary or advisable by the State's Representative. Such changes shall not affect the unit price of that or any other item.

ADDENDUM ACKNOWLEDGEMENT (Please initial for Addendums received)

Addendum #1 A.T.

Addendum #4 \_\_\_\_\_

Addendum #2 A.T.

Addendum #5 \_\_\_\_\_

Addendum #3 \_\_\_\_\_

Addendum #6 \_\_\_\_\_

The bidder agrees to complete all work within **Sixty (60) calendar days** from the date of written **Notice to Proceed (NTP)**. This time includes ten (10) calendar days allowed for the contractor to begin work.

**Participation in Disabled Veteran Business Enterprise Program (DVBE):** The minimum DVBE participation percentage goal is 6%. Failure to fulfill the DVBE requirement will render your bid non-responsive. DVBE Incentive: For evaluation purposes only, an incentive will be given to bidders who exceed the 6% DVBE participation requirements. Refer to the DVBE forms beginning with DPR 479IP.

**SMALL BUSINESS PREFERENCE (DPR 85 form):** To assist the Department in a timely evaluation of bids received, any bidder requesting the small business preference on this project is encouraged to submit along with signed DPR 85, a copy of each Small Business' small business certification approval letter from the Office of Small Business and Disabled Veteran Business Enterprise Certification.

Prestige Striping Services, Inc.  
Contractor's Name: DBA Prestige Paving Company  
Agreement Number: C21925014  
Page:  1  of  1

**EXHIBIT D — PUBLIC WORKS  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**1. Project Manual**

The Project Manual, marked Exhibit D, Attachment I, containing general conditions, plans and specifications, and other pertinent proposal documents related to this project, is hereby attached and incorporated into this agreement.

**2. Section 00700 General Terms and Conditions**

Section 00700, General Terms and Conditions, marked Exhibit D, Attachment II, is hereby attached and incorporated into this agreement.

**3. Public Works - Rules/Regulations**

Contractor shall observe and comply with all federal, state, city, and county laws, rules or regulations affecting the work. Any work done that does not comply with any laws, rules, or regulations will be remedied at the Contractor's expense.



# SAN CLEMENTE STATE BEACH

## SAN CLEMENTE STATE BEACH ASPHALT REPAIRS

### Scope of Work- Exhibit A, Attachment 1

Contractor hereby agrees to furnish all materials, tools, equipment, and labor necessary to remove all sand, weed debris and fine clean asphalt, and repair asphalt in sunken or deteriorated areas. Approximately 3,251 square feet of asphalt repairs are involved in this project at San Clemente State Beach, 225 W. Avenida Calafia St, San Clemente, County of Orange, 92672. There are (29) twenty-nine locations in the Hookup Area and (5) five locations in the Tent Area. Because of the nature of this project all square footages, dimensions and locations of areas are approximant; therefore, a pre-bid walk-through of all bidding contractors is mandatory. **Mandatory pre-bid meeting is scheduled for 9/1/2021 at 10:00 AM at the Orange Coast District Office located at 3030 Avenida Del Presidente, San Clemente, CA 92672.**

Note: During this entire process, the campground will be open to the general public and campers. Working hours are 7:00am to 4:00pm Monday through Friday. Contractor shall divide roadway and install traffic cones or delineators to divert vehicles and pedestrians to a safe area of travel. Traffic monitors are required for all lane or partial lane closures during project. All safety measures to be in place prior to start of work and shall meet State Representative satisfaction. Everything excavated needs to be repaired the same day. No work shall be done on weekends or holidays. The completed work shall be clean, sanitary, safe, presentable, and ready for the use intended purpose.

#### Description of work to be done:

- Contractor shall remove approximately 1,552 square feet of asphalt and replace the approximately 1,552 square feet with 4 inches of asphalt. Existing subbase below asphalt shall remain in place.
- Contractor shall Grind and Cap approximately 1,378 square feet of asphalt.
- Contractor shall Patch approximately 321 square feet of asphalt. Patching shall have cold plane perimeter edges of the sunken areas in preparation of asphalt overlay with 3/8 inch fine mix asphalt. Finished surface shall be flush with surrounding asphalt.



8/13/2021

Google Earth





# SAN CLEMENTE STATE BEACH



(NOTES:)

---

---

---

---

---



## SECTION 00100

## SUMMARY OF WORK

## PART 1 – GENERAL

## 1.01 PROJECT INTENT

- A. The park shall remain open to the public at all times during this contract.
- B. The intent of this project is to perform the work as described in all specifications for this project, as directed by the State's Representative. This completed work shall be clean, sanitary, safe, presentable, and ready for the use intended.

## 1.02 JOB CONDITIONS

- A. It is recommended the contractor visit the job site and examine all drawings and specifications and note all conditions that may affect their work and performance in fulfilling the contract. Non-inspection of the job site will not be grounds for recession from after award of contract has been made to successful bidder. Because of the nature of this project all square footages, dimensions and locations of areas are approximate; therefore, a pre-bid walk-through for all bidding contractors is mandatory.
- B. Where major discrepancies are found between the drawings and the actual field condition, the State's Representative shall be notified and approval shall be obtained before proceeding with the work.
- C. Contractor shall make minor deviations as necessary to conform to the job requirements.
- D. Contractor shall accurately lay out the work in conformance with locations as directed by the State's Representative and establish any other references as required for the work.
- E. Interference with State Park operations shall be kept to a minimum because the area will be open to the public. Contractor shall keep traveled way reasonably clean and free of material and so that normal drainage; pedestrian and vehicular travel may be maintained.
- F. If work is to be performed in an area, where the public might be exposed to a contractor produced hazard (pavement removal, trenching, equipment, etc.) adequate safety marking and barricades must be on the job site at the same time the work is in progress. In the event the hazard remains during the hours from sunset to sunrise, either planned or not, adequate warning lights will also be required to be installed prior to the contractor leaving the job site.
- G. Contractor shall be liable for any damages to State Park property. Existing features not specified to be altered by work of this contract shall be protected from damages. Any such feature damaged shall be repaired or replaced to a

Section 00100  
Page 2

condition equal to that existing before the beginning of the contract, to the satisfaction of the State's Representative at the contractor's expense.

- H. The State will furnish water but the Contractor shall provide its transportation to the work area. All such costs shall be at the Contractor's expense and no additional compensation will be allowed.
- I. Contractor may have use of a predetermined area to use as a storage yard, if required and approved by the State's Representative.
- J. Construction shall progress only when weather conditions will not detrimentally affect the quality of the finished product.
- K. Contractor shall supply all safety items such as signs, barricades, warning lights to keep the public out of the construction area, and all costs shall be at the contractor's expense.
- L. Contractor shall not litter the area with debris and shall leave the area clean and secure at the completion of each workday.
- M. At times during the progress of the herein described work, the contractor shall be responsible for the protection of all vegetation. No cutting, bruising, breaking, tearing or other damage to any vegetation will be permitted, except as directed by the State's Representative.
- N. Campground to remain open during project. Contractor shall install traffic cones or delineators and traffic control (flag-person) to divert traffic to safe area.
- O. All work shall be performed between the hours of 7:00 AM to 4:00 PM, Monday through Friday (no working on Saturday or Sunday or legal holidays).
- P. All contractors and sub-contractors shall be subject to all State Park Rules and Regulations while working on State Park property.
- Q. Contractor shall supply "Material Safety Data Sheets" for all materials on this project prior to start of work date.

## 1.03 QUALITY ASSURANCE

- A. All work performed in this contract shall be performed according to the following:

- 1. Manufacturer's specifications.

2. Latest edition of the Uniform Building Code.
  3. Latest edition of the State of California, Department of Transportation Standard Specifications.
  4. Latest edition of CalDAG (California Disabled Accessibility Guidebook)
  5. All requirements of the Environmental Protection Agency
  6. All requirements of the Air Quality Management District
  7. Satisfaction of the State's Representative
  8. Contractor shall perform all work in accordance with all Cal-OSHA/DOSH (Department of Occupational Safety & Health), EPA (Environmental Protection Agency), DTSC (Department of Toxic Substance Control), State, Federal and Local hazardous material removal, transportation and disposal applicable laws and regulations.
- B. Material and/or equipment will be rejected by the State's Representative if it fails to perform satisfactorily.

#### 1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Product delivery, storage and handling shall be per manufacturer's recommendations and as approved by the State's Representative.
- B. Material and equipment will be stored in a location approved by the State's Representative.

#### 1.05 TIMING

- A. Construction shall occur so as to minimize the inconvenience to the public, as approved by the State's Representative.

#### 1.06 APPLICATION

- A. All discussion in this specification shall apply to all other appropriate specifications included in this contract.

## 1.07 GUARANTEE

- A. All materials and work performed in this contract shall be guaranteed for ONE (1) YEAR from date of contract acceptance.

## 1.08 SUBMITTALS

- A. The contractor shall submit a written schedule, including start and duration, of Contract items, to the State's Representative. This schedule shall be approved by the State's Representative prior to the performance of any work on State Property.

## 1.09 REFERENCES

- A. Refer to Specifications, "San Clemente State Beach Asphalt Repairs" Scope of Work of these specifications.
- B. Refer to Section 00100, "Summary of Work" of these specifications.
- C. Refer to Section 00804, "Disposal of Refuse" of these specifications.
- D. Refer to Section 00806, "Trash Removal", of these specifications.
- E. Refer to Section 02110 "Pavement Removal & Sub-Grade Preparation" of these specifications.
- F. Refer to Section 02233- "Grinding Concrete Pavement" of these specifications.
- G. Refer to Section 02301 "Aggregate Sub-Base" of these specifications.
- H. Refer to Section 02505, "Asphalt Concrete Full Depth Patch", of these specifications.
- I. Refer to Section 02515- "Asphalt Concrete Overlay" of these specifications.
- J. Refer to Section 02608, "Raising Manholes and Valve Boxes" of these specifications.
- K. Refer to Section "Project Related BMP's" of these specifications.

- END OF SECTION -

## SECTION 00804

## DISPOSAL OF REFUSE

## PART 1 – GENERAL

## 1.01 DESCRIPTION

- A. Dispose of all waste, refuse, debris and rubbish resulting from the construction of this project.
- B. If excess excavation spoils can not be suitably disposed of on State property, as directed by the State's Representative, it shall be hauled away at the contractors expense.

## 1.02 PAYMENT

- A. Payment for all work to be done under this Section will be considered as included in the lump sum bid price as shown on Page 2 of the Bid Form. No other compensation will be allowed by the State.

## PART 2 – PRODUCTS (NOT USED)

## PART 3 – EXECUTION

## 3.01 REQUIREMENTS

- A. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off State property.
- B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
  - 1. Do not burn or bury rubbish and waste materials on project site.
  - 2. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.
  - 3. Do not dispose of wastes into streams or waterways.

- END OF SECTION -

## SECTION 00806

## TRASH REMOVAL

## PART 1 - GENERAL

## 1.01 DESCRIPTION

This work consists of removing from State property all man-made waste, refuse and rubbish, hereafter referred to as trash, from those areas shown on the plans and as directed by the State's Representative.

## 1.02 PAYMENT

Payment for all work to be done under this section will be considered as included in the lump sum bid price as shown on Page 2 of the bid form. No other compensation will be allowed by the State.

## 1.03 RELATED WORK SPECIFIED ELSEWHERE (NOT USED)

## 1.04 QUALITY ASSURANCE

Trash shall be removed to the satisfaction of the State's Representative.

## PART 2 – PRODUCTS (NOT USED)

## PART 3 - EXECUTION

## 3.01 REQUIREMENTS

- A. Conduct cleaning and disposal operation to comply with local ordinances and anti-pollution laws.
- B. Remove trash from State property and legally dispose of at dumping areas off State property.
- C. The Contractor may elect to use any mechanical means to remove trash provided any excavation resulting in depressions be graded so as not to entrap standing water.
- D. Trash, as referred to herein, shall include all man-made material that will not easily pass between the teeth of a standard garden rake. Natural materials need not be removed unless so mixed with trash that separation becomes impractical or as directed by the State's Representative.

END OF SECTION

## SECTION 02110

## PAVEMENT REMOVAL &amp; SUB-GRADE PREPARATION

## PART 1 – GENERAL

## 1.01 DESCRIPTION

- A. This Section applies to all “off site” disposal of pavement, concrete debris and excavated material for the “dig out” areas marked in the field including any other areas as determined by the State’s Representative based on field conditions and on all sub-grade preparation of these areas where existing asphalt is removed and prepared for AB or AC prior to final AC replacement, including compaction and finish grading of the basement material. Depths of excavation may vary due to field conditions as determined by the State’s Representative.
- B. Basement material is defined as 4" of sub-grade material underlying the lowest layer of base or pavement material which is to be placed.
- C. The contractor shall be responsible for all work necessary to compact the upper 4" of the sub-grade after “dig out” areas are completed, regardless of the depth of AB and/or AC placed between that level and finish grade. That includes any necessary scarification, drying, re-grading, relaying of the sub-grade materials encountered in the upper 4" of the sub-grade. Time extensions shall be granted based on actual excess time that may be required to dry out and recompact such areas. The State’s Representative may elect to lower the sub-grade elevation during the excavation due to existing unsuitable materials or conditions. The State’s Representative may elect to increase the structural thickness of the area between the sub-grade and the finished surface.

## 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Asphalt Concrete Full Depth Patch: Section 02505

## 1.03 PAYMENT

Payment for all work to be done under this Section will be considered as included in the lump sum bid price as shown on Page 2 of the bid form. No other compensation will be allowed by the State.

## PART 2 – PRODUCTS (NOT USED)

Section 02110  
Page 2

PART 3 – EXECUTION

3.01 EXCAVATION

- A. Remove and legally dispose of existing asphalt concrete paving and miscellaneous debris.
- B. Excavate all materials to lines, grades and slopes as required to accommodate the finished contours or grades as existing. Excavation below depths marked in the field may be directed by the State's Representative in which case the State may elect to replace the over-excavation with AB or AC.
- C. When unsuitable bearing material is encountered 4" below sub-grade, contact the State's Representative prior to proceeding with construction in the unsuitable area. The contractor is responsible for the upper 4" of sub-grade compaction. Sub-surface or latent conditions encountered below this level shall be dealt with as described in Section 00700, 1.25 B. titled "Differing Site Conditions" of the General Conditions.

3.02 GRADE TOLERANCE

- A. The finished surface of the asphalt concrete pavement shall be free from ruts, bumps, depressions and irregularities.
- B. The finished surface shall be sloped so water will not collect on the patch.

3.03 COMPACTION

Any suitable excavated material within the upper 4" of sub-grade shall be considered as included in the bid item for sub-grade preparation and compaction. Compact the sub-grade and all newly placed aggregate base to 90% minimum relative per California Test Method 216 or 231.

- END OF SECTION -



## SECTION 02233

### GRINDING CONCRETE PAVEMENT

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

A. This work shall consist of grinding existing portland cement concrete and asphalt concrete as described in the worklists, as specified in Section 42-2, "Grinding," of the Standard Specifications and these special provisions, and as directed by the State Representative.

##### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 00804 DISPOSAL OF REFUSE

#### PART 2 - PRODUCTS (not used)

#### PART 3 - EXECUTION

3.01 This work shall consist of grinding existing portland cement concrete and asphalt concrete as described in the worklists, as specified in Section 42-2, "Grinding," of the Standard Specifications and these special provisions, and as directed by the State Representative.

#### PART 4 - MEASUREMENT AND PAYMENT

4.01 Payment for all work to be done under this Section will be considered as included in the lump sum bid price as shown on Page 2 of the Bid Form. Payment includes all work associated with grinding, disposal of grindings and other related work associated with the grinding process. No other compensation will be allowed by the State.

#### PART 5 - GRIND EXISTING CONCRETE PAVEMENT

Grinding equipment for grinding concrete pavements shall use diamond blades mounted on a self-propelled machine designed for grinding and texturing concrete pavements. Grinding equipment that causes raveling, aggregate fracturing, or spalling, or that damages the transverse or longitudinal joints shall not be used.

Grinding for transitions shall be performed in the longitudinal direction of the traveled way and shall be done full lane width so that the grinding begins and ends at lines perpendicular to the pavement centerline or parallel to mating edge at bridge abutments.

-END OF SECTION-

## SECTION 02301

## AGGREGATE SUB-BASE

## PART 1 – GENERAL

## 1.01 DESCRIPTION

This work consists of spreading and compacting aggregate sub-base in accordance with Section 25 of the Standard Specifications with the following modifications.

## 1.02 PAYMENT

Payment for all work to be done under this Section will be considered as included in the lump sum bid price as shown on Page 2 of the Bid Form. No other compensation will be allowed by the State.

## PART 2 – PRODUCTS

## 2.01 AGGREGATE SUB-BASE

- A. Class 2,  $\frac{3}{4}$  inch maximum.
- B. Submit certificate of compliance from aggregate sub-base supplier or other approved proof of compliance with contract requirements for aggregate sub-base material to State's Representative.

## PART 3 – EXECUTION

## 3.01 AGGREGATE SUB-BASE AND EXISTING SURFACING

- A. Spread the aggregate sub-base uniformly in conformance with Section 25-1.04 of the Standard Specifications.
- B. Compaction of aggregate sub-base material shall be in accordance with Section 25-1.05 of the Standard Specifications.

- END OF SECTION -

## SECTION 02505

## ASPHALT CONCRETE FULL DEPTH PATCH

## PART 1 - GENERAL

## 1.01 DESCRIPTION

Full depth patching consists of removing unstable asphalt concrete surfacing and base material to a depth as directed by the State Representative, disposing of the excavated material, and backfilling with subbase material and asphalt concrete surfacing.

## 1.02 PAYMENT

Payment for all work to be done under this Section will be considered as included in the lump sum bid price as shown on the Bid Form. No other compensation will be allowed by the State.

## PART 2 - PRODUCTS

## 2.01 TACK COAT

The tack coat shall be SS-1, SS-1h, CSS-1 or CSS-1h asphalt emulsion diluted with an equal part of water.

## 2.02 ASPHALT CONCRETE

- A. Produce the asphalt concrete at a central plant.
- B. Aggregate shall conform to the 1/2 inch maximum, coarse grading, type B specified in Section 39-2.02, Standard Specifications.
- C. Asphalt binder shall be AR-2000 to AR-8000 steam-refined asphalt.
- D. The amount of binder shall be 5 to 7 percent by weight of the dry aggregate as determined by the State's Representative.

## 2.03 EQUIPMENT

Two axle steel tired tandem vibratory roller weighing at least 8 tons.

## PART 3 - EXECUTION

## 3.01 EXCAVATION

- A. Areas to be patched will be shown on the plans or marked in the field by the State.
- B. Remove the surfacing and base to a depth as directed by the State Representative at least one foot outside the perimeter of the failed area.

## Section 02505

## Page 2

- C. Legally dispose of excavated material off of State property.

## 3.02 PREPARATION

- A. Provide a square shoulder in the direction of traffic to pave against.
- B. Apply a tack coat to the exposed edges of the existing surfacing.

## 3.03 BACKFILLING

- A. A uniform mixture of asphalt concrete shall be placed in the area to be patched. The mixture shall be placed with a minimum of segregation and be free from lumps. The asphalt concrete may be spread by means to obtain the specified results.
- B. Place asphalt in 4-inch maximum lifts.
- C. Place enough asphalt to leave 1/8-inch ridge above the existing surface after compaction.

## 3.04 COMPACTING

- A. The initial compaction shall be completed before the temperature of the asphalt concrete drops below 250° F.
- B. Compact perimeter of patch first.
- C. Compaction shall be performed so that cracking, shoving, or displacement will be avoided.
- D. Produce a finished surface free from ruts, bumps, depressions, or irregularities.
- E. Three complete coverage's by the roller. The vibrator shall be off on the final rolling.

- End of Section -

## SECTION 02515

## ASPHALT CONCRETE OVERLAY

## PART 1 - GENERAL

## 1.01 DESCRIPTION

- A. Place an asphalt concrete overlay on existing paved areas. The asphalt blanket shall be laid at a uniform rate over the entire area.
- B. This work shall be performed as specified in Section 39 of the Standard Specifications, and as directed by the State Representative.

## 1.02 PAYMENT

Payment for all work described in this specification and all related work as directed by the State Representative shall be considered as indicated in the contract lump sum bid price as indicated on Page 2 of the bid form, and no additional compensation will be allowed therefor.

## 1.03 RELATED WORK SPECIFIED ELSEWHERE

Testing & Control Of Materials and Work: Section 01000

## 1.04 QUALITY ASSURANCE

- A. The finished surface shall be free from ruts, humps, ridges and indentations, and shall be uniformly compacted to assure good driveability and drainage.
- B. Submit Certificate of Compliance from asphalt emulsion and asphalt concrete supplier, or other approved proof of compliance with contract requirements to the State Representative.
- C. All work shall be accomplished in accordance with Section 39, "Asphalt Concrete" of the Standard Specifications, unless otherwise noted herein.

## PART 2 - PRODUCTS

## 2.01 MATERIALS

- A. Tack coat shall be SS-1, SS-1h, CSS-1 or CSS-1h asphalt emulsion diluted with an equal part of water.
- B. Asphalt concrete shall comply with the following criteria:
  - 1. Asphalt concrete shall be produced in a central mixing plant in conformance with Section 39-3, "Asphalt Concrete," Standard Specifications

## Section 02515

## Page 2

2. Aggregates shall conform to the 1/2-inch maximum, medium grading, Type B, specified in Section 39-2.02, "Asphalt Concrete", Standard Specifications.
3. Asphalt binder shall be AR-2000 or AR-8000 steam-refined asphalt, conforming to Section 92, "Asphalts", Standard Specifications.
4. The amount of asphalt binder to be mixed with the aggregate shall be between 4 and 7 percent by weight of the dry aggregate as determined by the State Representative.

## 2.02 EQUIPMENT

- A. Equipment will be rejected by the State Representative if it does not perform satisfactorily.
- B. TRUCKS
  1. Provide tarpaulins to keep the asphalt within the specified temperature ranges.
  2. Provide enough trucks to keep the paving operation progressing without stopping.
- C. Distributor trucks shall be equipped as follows:
  1. Tachometer to correlate forward speed with spray bar width, to hold rate of application within plus or minus 10%.
  2. A tank gallonage gauge chart for checking the amount of Bitumuls used.
  3. Temperature and pressure gauges so operator is aware of application conditions at all times.
  4. A positive displacement pump which has enough clearance between the rotors to permit easy pumping of Bitumuls.
  5. Quick shut-off valves to give clean, sharp transverse joints.
  6. A full circulating spray-bar to maintain even pressure at each nozzle across the entire length of spray-bar.
  7. Spray-bar adjustable to proper height for best fan overlap.
  8. Hand sprayer for small areas.

Section 02515  
Page 3

D. Pavers shall be equipped as follows:

1. Self propelled.

On projects requiring 150 tons or less, spreader boxes may be used if the desired thickness width and smoothness can be achieved.

2. Screed or strike-off assembly capable of distributing material the full width of a traffic lane in one application.
3. Adjustable screed.
  - a. Thickness.
  - b. Crown.
4. Screed heater.
5. Self dumping receiving hopper.
6. Distributing auger or screws.
7. Vibrators or tamper bars.

E. Rollers shall be self propelled, reversible and meet the following requirements:

1. The initial roller shall be either of the following:
  - a. Three wheeled, steel tired roller weighing at least 10 tons.
  - b. Three-axle, steel tired, tandem roller, weighing at least 10 tons.
2. The second roller shall be a pneumatic tired roller.
  - a. Tires shall be spaced so gaps between tires will be covered by the following tire.
  - b. Tires shall be at least 7.50 x 15 size.
  - c. Tires shall have a minimum pressure of 60 psi cold and a maximum pressure of 90 psi hot.
  - d. The roller must be able to be ballasted to 12 tons.

3. The finish roller shall be a two-axle steel-tired tandem roller weighing at least 8 tons.
4. Provided it is demonstrated to the satisfaction of the State Representative that the one roller can perform the required minimum rolling, equipment specified above may be reduced to one two-axle, steel tired tandem vibrating roller weighing at least 8 tons.

Section 02515  
Page 4

5. All rollers shall be equipped with pads and water systems to prevent sticking of asphalt mixtures to the wheels.

F. Pneumatic tampers shall be used in areas inaccessible to rollers.

## PART 3 - EXECUTION

### 3.01 MAINTAINING TRAFFIC

- A. At locations where public traffic is being routed over a surface upon which paving is to be applied, the paving shall not be applied to more than one-half the width of the traveled way at a time, and the remaining width shall be kept free of obstructions and open for use by public traffic until the road is ready for use by traffic.
- B. Spreading asphalt shall be discontinued sufficiently early in the day to permit the termination of traffic control prior to darkness.
- C. Begin paving operations at the farthest point from the mixing plant unless otherwise allowed by the State Representative.

### 3.02 SURFACE PREPARATION

Immediately before applying the tack coat, clean the surface of all dirt and loose material, rotary power brooms generally are best.

### 3.03 APPLYING TACK COAT

- A. Apply the tack coat between 0.05 and 0.15 gallons per square yard as determined by the State Representative.
- B. Reheat, if necessary, but at no time after loading into a tank car or truck for transportation to the site of work shall the temperature be raised above 160° F. During reheating the emulsion shall be agitated to prevent localized hot spots.
- C. Apply at a temperature between 75° F. and 130° F.



- D. Asphalt emulsion shall not be allowed to cool below 40° F.
- E. Do not apply a tack coat when:
  - 1. The pavement is wet or rain is imminent.
  - 2. The atmospheric temperature is below 50° F. and falling.
  - 3. The pavement temperature is below 50° F. and falling.

Section 02515  
Page 5

### 3.04 SPREADING ASPHALT CONCRETE

- A. Spreading asphalt concrete shall be done so no separating of coarse and fine aggregate occurs.
- B. Asphalt concrete with hard lumps will be rejected.
- C. Hauling over freshly placed pavement is not permissible unless necessary to complete the work and approved by the State Representative.
- D. Spread asphalt concrete deep enough to produce the planned thickness after compaction.
  - 1. Maximum depth of a single course is four inches.
- E. Feather the asphaltic concrete to conform to existing adjacent surfacing.
- F. Areas inaccessible to paver shall be covered with asphalt concrete by any means necessary to achieve the planned thickness.

### 3.05 COMPACTING

- A. Rolling shall be performed so that cracking, shoving, or displacement will be avoided.
- B. Complete initial rolling before the asphalt is below 200 degrees F.
- C. Three complete coverages shall follow the initial rolling.
  - 1. Use the pneumatic-tired roller unless a single steel-tired roller has been approved for use on all compaction.

- D. Final rolling shall be completed before the asphalt concrete temperature is less than 150 degrees F.
  - 1. Turn off the vibrator unit of a vibratory roller for final rolling.
- E. The finished surface shall be free from ruts, humps, ridges and indentations.
- F. Areas inaccessible to rollers shall be compacted with pneumatic tampers.

-END OF SECTION-

## SECTION 02608

### RAISING MANHOLES AND VALVE BOXES

#### Part 1 - GENERAL

##### 1.01 DESCRIPTION

Existing manholes and valve boxes in newly paved areas shall be adjusted to grade.

##### 1.02 PAYMENT

Raising manholes and valve boxes will be paid for on a unit basis including asphalt patch. No other compensation will be allowed by the State.

#### Part 2 - PRODUCTS

##### 2.01 EXISTING MATERIALS

The existing frames and covers may be reused unless damaged.

##### 2.02 RAISING DEVICES

The shape and size of the raising devices shall match the existing frame and be as stable and strong as the existing installation.

#### Part 3 - EXECUTION

##### 3.01 EXCAVATION

A. After paving is completed, remove new surfacing from over and around the installation.

1. Minimum depth - 2 inches.
2. Maximum width - 4 inches beyond existing installation.

##### 3.02 INSTALLATION

The final elevations shall match the new finished surface.

### 3.03 PATCH

Place and compact asphalt concrete, conforming to other sections of the specifications, around the installation.

END OF SECTION

# PROJECT BMP'S

1. Protect storm drain inlets near work and down gradient of the work areas. For example, place straw-wattles down gradient of work areas as appropriate to capture project related materials, run-off, etc.
2. If onsite mixing is planned, then an area must be designed for conducting the mixing. This area should be paved or made impervious (e.g. with plastic or wood sheeting) and be located away from storm drain inlets or watercourses.
3. Minimize overspray of tackifying emulsions or placement of other paving materials beyond the limits of the work area.
4. Use dry methods to clean equipment and conduct cleaning in accordance with approved vehicle and equipment washing practices.
5. Material use and stockpiles to be managed in accordance with BMPs on Material Use and Stockpile Management.
6. Collect and remove all broken materials, recycle when feasible and dispose of materials in accordance with local, state, and federal requirements.
7. Do not apply asphalt, concrete paving, seal coat, tack coat, slurry seal or fog seal if rain is expected during the application or curing period.
8. Avoid if possible, transferring, loading, or unloading materials near storm drain inlets or watercourses.
9. Inspect and maintain equipment and machinery routinely to minimize leaks and drips. Provide hazardous material containment items to contain and leaks, drips or spills of equipment or machinery.

State of California - Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION**SECTION 00700  
GENERAL CONDITIONS****1.01 DEFINITIONS**

- A. Acceptance (or Final Completion)** – Acceptance occurs when all the provisions and requirements of the Contract are complete and is so certified by State’s Representative.
- B. Bulletin** – A Bulletin is a written order directed to Contractor and issued by State’s Representative, directing a minor change or making a clarification in the Work, or requesting information from Contractor about the Work. A Bulletin is to be used for minor changes or clarifications which State’s Representative believes will have no impact on the Contract Sum or Contract Time.
- C. Calendar Day (or Day)** – A Calendar Day is a day of twenty-four (24) hours measured from one midnight to the next midnight, Pacific Time. Unless otherwise indicated, a “day” shall mean a Calendar Day.
- D. Change Order (or Amendment)** – A Change Order is a written modification of the Contract Documents made in accordance with the provisions of Section 1.08 of these General Conditions and which has been signed by State and Contractor.
- E. Contract (or Contract Documents)** – The Contract shall consist of the Notice to Contractors; Instructions to Bidders; Bid Form; Bidders Bond; Standard Agreement – STD. 213; General Conditions; STD. 807, Payment Bond; Performance Bond; Special Provisions; Specifications; Plans; STD. 811, Small Business Preference and Certification; Certificate of Insurance; Addenda; Amendments; Non Collusion Affidavit; Disabled Veteran Business Enterprise Compliance Certification and Documentation; and any other provisions made a part thereto by reference.
- F. Contract Time** – The Contract Time shall be the number of Calendar Days specified in which the Work is to be completed including any adjustments and/or time extensions that may be granted by State in accordance with the terms of the Contract.
- G. Contract Sum** – The Contract Sum is the total amount of money stated in the Contract as payable to Contractor for the performance of the Work under the Contract, including authorized adjustments thereto.
- H. Contractor** – The Contractor is the person, firm, individual, partnership, company, corporation, association, joint venture, or any combination thereof, who has entered into the Contract with State.
- I. Event of Default** – An Event of Default is an action that permits termination of the Contract as described herein.
- J. Field Order** – A Field Order is a written order directed to Contractor and signed by State’s Representative directing a change or making a clarification in the Work, or requesting information from Contractor about the Work. A Field Order signed by Contractor indicates receipt of the Field Order. A Field Order shall be followed by a Change Order.
- K. Legal Holidays** – Legal Holidays are every Sunday; January 1; 3rd Monday in January; February 12; 3rd Monday in February; March 31; the last Monday in May; July 4; 1st Monday in September; 2nd Monday in October; November 11; Thanksgiving Day and the following Friday; December 25; and every day so declared by the President of the United States or the Governor of California. If January 1, February 12, March 31, July 4, November 11, or December 25 falls on a Sunday, the following Monday is a holiday. If November 11 falls on a Saturday, the preceding Friday is a holiday.
- L. Milestone Date** – A Milestone Date is a significant point in the development of the Work that is illustrated on Contractor’s Project Work Schedule.
- M. Not-in-Contract (NIC)** – Not -in-Contract means work not included in the Contract.
- N. Project** – The Project means the erection, construction, alteration, repair, or improvement to be accomplished under the Contract.
- O. Project Work Schedule** – The Project Work Schedule is the schedule furnished by Contractor to State in accordance with Section 1.06A(2) of these General Conditions displaying the anticipated schedule for completing the Work.
- P. Punch List** – The Punch List is the list prepared as a result of a final inspection conducted by State at the completion of the Work indicating items to be completed, corrected, and/or replaced with regard to the Work as specified in the Contract Documents.

- Q. Regular Work Hours** – Eight hours labor constitutes a legal day's work and this Work period shall occur between the hours of 8:00 a.m. and 5:00 p.m. on Working Days unless otherwise agreed by State's Representative.
- R. Schedule of Values** – The Schedule of Values is the statement furnished by Contractor to State in accordance with Section 1.09A of these General Conditions displaying the portions of the Contract Sum allotted for the various parts of the Work and the projected schedule of payment.
- S. State** – The State means the State of California, Department of Parks and Recreation (DPR) and the Director of DPR.
- T. State's Representative** – The State's Representative is the person designated by State to oversee and manage the Contract and completion of the Work on behalf of State and who is the authorized representative of State for this Project. The term State's Representative may be used interchangeably with Project Manager. **CONTRACTOR SHALL ONLY TAKE DIRECTION FROM STATE'S REPRESENTATIVE FOR THE CONTRACT AND MAY NOT RELY ON THE COMMUNICATIONS, REPRESENTATIONS OR OTHER INSTRUCTIONS OF OTHER EMPLOYEES, OFFICERS, MANAGERS, CONTRACTORS, OR AGENTS OR REPRESENTATIVES OF STATE UNLESS CONFIRMED BY STATE'S REPRESENTATIVE IN WRITING OR AS OTHERWISE, FROM TIME TO TIME, MAY BE PERMITTED BY THE PROVISIONS OF THE CONTRACT.**
- U. Subcontractor** – A Subcontractor is anyone having a direct contract with Contractor or another Subcontractor and includes one who furnishes material worked to a special design according to the Plans and/or Specifications, but does not include one who merely furnishes material not so worked.
- V. Substantial Completion** – Substantial Completion is the point at which, in the discretion of State, in accordance with Section 1.09D of these General Conditions, the Project may be used for the purpose for which it is being constructed exclusive of Punch List items which do not interfere with such use and may be completed notwithstanding use of the Project.
- W. Supplier** – A Supplier is anyone who contracts with Contractor or a Subcontractor to furnish materials or equipment for the Project.
- X. Work** – The Work is everything required to complete the Project, including, but not limited to, all labor, suppliers, material, equipment, and tools.
- Y. Working Day** – A Working Day is every day except Saturdays, Sundays, and Legal Holidays and those days not charged as Working Days pursuant to the Contract Documents.

## 1.02 CORRELATION AND INTENT OF CONTRACT DOCUMENTS

- A.** The General Conditions are incorporated into the Contract Documents in their entirety and may not be revised or modified in any way, except by the Supplemental Conditions.
- B.** What is required by one document shall be as binding as if required by all. In the event of conflicts among the Contract Documents, such conflicts shall be resolved by giving the documents the following order of priority: (1) The Contract between State and Contractor, as the same may be amended (Amendments and revisions of later date take precedence over those of earlier date); (2) Special Conditions; (3) General Conditions; and (4) Drawings and Specifications. Drawings govern Specifications for quantity and location, and Specifications govern Drawings for quality and performance. In the event of ambiguity in quantity or quality, the greater quantity and the higher quality shall govern. Dimensions shall be figured rather than determined by scale or rule. Full-size or large-scale details or Drawings shall govern small-scale details or Drawings.
- C.** Where conflict exists between the Contract Documents or between the Contract Documents and applicable standards under codes or ordinances promulgated by governmental bodies having jurisdiction over the Project, **CONTRACTOR SHALL BE DEEMED TO HAVE AGREED TO PERFORM THE MOST STRINGENT OR HIGHEST QUALITY WAY OF PERFORMING THE WORK.**
- D.** Should Contractor discover conflicts, omissions, or errors in the Contract Documents or have any question concerning interpretation or clarification of the Contract Documents, or if it appears to Contractor that the Work to be done or any matters relative thereto are not sufficiently detailed or explained in the Contract Documents, then, before proceeding with the Work affected, Contractor shall immediately notify State's Representative in writing, using an approved Request For Information (RFI) form, and request interpretation, clarification, or furnishing of additional detailed instructions concerning the Work. Such questions shall be resolved and instructions to Contractor issued within fourteen (14) Calendar Days by State, whose decision shall be final and conclusive. Should Contractor proceed with the Work affected before resolution, Contractor shall be responsible for any resultant damage or added cost, and Contractor shall remove, replace, or adjust the Work not in accordance with State's Representative subsequent instructions.
- E.** All costs and time incurred by Contractor to prepare, review, respond to, estimate, or otherwise process RFI's, Bulletins, Field Orders, Amendments, Schedules, Correspondence, or any other paperwork shall be part of Contractor's base contract overhead and no additional compensation will be allowed therefore.

**1.03 CONTRACT BONDS**

- A.** When the Contract Sum exceeds five thousand dollars (\$5,000), Contractor shall furnish, in duplicate, a Payment Bond, to accompany the Contract, in an amount equal to one hundred percent (100%) of the Contract Sum securing payment for laborers, mechanics, and material suppliers used on the Work under the Contract. Payment Bonds shall be prepared on a Payment Bond to Accompany Construction Contract (STD. 807) as furnished by State.
- B.** When the Contract Sum exceeds five thousand dollars (\$5,000), Contractor shall furnish, in duplicate, a Performance Bond, to accompany the Contract, in the amount equal to at least one hundred percent (100%) of the Contract Sum guaranteeing faithful performance of the Work. Performance Bonds may be prepared on standard bonding company forms.
- C.** Payment and Performance Bonds shall be issued by a corporate surety authorized to transact a general surety business in the State of California. Contractor shall deliver its required bonds before the date of execution of the Contract.
- D.** The bonds must remain in full force and effect for the entire length of time Contractor is involved with the Contract and shall include any warranty periods.

**1.04 INSURANCE****A. Insurance Requirements**

- (1) General Liability Insurance: Contractor shall procure commercial general liability insurance covering liability arising out of premises operations, products/completed operations, independent contractors, personal/advertising injury and liability assumed under an insured contract with limits not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to Contractor's limits of liability.
- (2) Builder's Risk/Installation Floater: During the term of this Contract, Contractor shall maintain in force, at its own expense, Builder's Risk/Installation Floater for an amount equal to the full amount of the Contract improvements, upon the project and all materials or items which is or will be the property of State pursuant to the Contract Documents, including, but not limited to, materials and other items at the work site or stored off-site with the consent of State. A copy of any applicable Builder's Risk/Installation Floater will be provided to State, and it shall be the responsibility of Contractor and each Subcontractor to satisfy itself as to the terms of such coverage, and to determine whether or not at its own cost, to carry any supplemental policy of insurance.
- (3) Motor Vehicle Liability Insurance: Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit each accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Contractor, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.
- (4) Workers' Compensation and Employer's Liability Insurance: Contractor shall maintain statutory worker's compensation and employer's liability insurance for all of Contractor's employees who will be engaged in the performance of work on the property, including special coverage extensions where applicable.

- B. Insurance Policies** – Each policy of insurance shall: (1) Be in a form acceptable by State; (2) be written by an insurer acceptable to State; (3) be maintained at Contractor's sole expense; (4) require a minimum of ten(10) days written notice to State prior to any cancellation, non-renewal, or modification of insurance coverage; (5) contain an endorsement naming the State of California, its officers, agents, employees, and servants as additionally insured, but only with respect to Work performed for the State of California under this Contract or permit, at no cost to State; the endorsements are to be provided for the general liability and motor vehicle liability policies; (6) be in full force for the complete term of the Contract including any warranty periods; and (7) be primary, and not in excess, to any insurance carried by State.

Waiver of Subrogation: When work is performed on State-owned or controlled property, the Workers' Compensation and Employers' Liability policy shall be endorsed with a waiver of subrogation endorsement in favor of the State. This endorsement shall also be provided.

**C. Insurance Companies**

- (1) Insurance companies issuing any of the policies required by these provisions shall have a rating classification of "A-" or better and a financial size category rating of "vii" or better according to the latest edition of the A.M. Best Key Rating Guide. Any other rating classification requires State approval.
- (2) All insurance companies issuing any of the policies required by these provisions shall be licensed to do business in the State of California.

**D. Certificate of Insurance**

- (1) Concurrent with the execution of the Agreement, Contractor shall provide to State evidence that the insurance required to be



carried by these provisions, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefore have been paid. Such evidence shall be furnished on the insurance industry's standard ACORD Form (Certificate of Insurance) or a certified copy of the original policy, including all requirements set forth in this section.

- (2) Contractor shall notify the State within 10 days of receipt of a notice of cancellation, expiration, or any reduction in coverage, or if the insurer commences proceedings or has proceedings commenced against it, indicating the insurer is insolvent. Contractor shall provide to State evidence of replacement policy at least ten (10) Working Days prior to the effective date of such cancellation, expiration, or reduction in coverage.

#### **E. Contractor's Additional Responsibilities**

- (1) Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- (2) Contractor shall ensure that all Subcontractors procure insurance meeting the requirements of these provisions.

- F. State's Remedies** – Should Contractor fail to keep the insurance required to be carried by these provisions in full force and effect at all times, State may, in addition to any other remedies State has, terminate this Contract immediately, and all payments due or that become due will be withheld, until notice is received by State that such insurance has been restored or replaced in full force and effect and that the premiums, therefore, have been paid to cover a period of time satisfactory to State.

### **1.05 STATE'S RIGHTS TO STOP PERFORMANCE AND/OR CARRY OUT WORK**

- A. State's Right to Stop the Work** – If Contractor fails to correct the Work which is not in accordance with the requirements of the Contract Documents or fails to carry out the Work in accordance with the Contract Documents; or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the Work within the Contract Time; or disregards the instructions of State's Representative when based on the requirements of the Contract Documents; State may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; provided, however, the right of State to stop the Work shall not give rise to a duty on the part of State to exercise this right for the benefit of Contractor or any other person or entity and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract or the required dates of Substantial or Final Completion.
- B. State's Right to Carry Out the Work** – If Contractor fails to carry out the Work in accordance with the Contract Documents and fails within a five (5) day period after written notice from State to eliminate (or commence to eliminate and thereafter work diligently to eliminate) such failure, State may, regardless of whether an Event of Default has occurred, and without prejudice to other remedies State may have, correct such deficiencies. In such case an offset may be made deducting from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation for State's and State Representative's additional services and expenses made necessary by such default, neglect, or failure. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall promptly pay the difference to State on demand. The correction of such deficiencies by State or by others shall not relieve Contractor of any obligation or liability for the Work and shall not operate to waive any right or claim of State.

### **1.06 CONTRACTOR**

#### **A. Contractor's Construction Schedules**

- (1) Contractor agrees to complete the Work within the number of calendar days stated on the Bid Form from the date of written notice to commence Work. This time includes ten (10) Calendar Days allowed for Contractor to begin Work and ten (10) Calendar Days for issuance and completion of the Punch List. Upon written notice to proceed, Contractor shall begin Work and shall diligently prosecute the Work, with adequate forces, to completion within the Contract Time.
- (2) Within ten (10) Calendar Days of the Notice to Proceed, Contractor shall furnish to State one (1) electronic copy and three (3) paper copies of a Critical Path Method (CPM) Project Work Schedule, in form and content satisfactory to State Representative and utilizing Microsoft Project software, presenting an orderly and realistic plan for completing the Work. The schedule shall include all scheduled Working Days, relevant work activities by trade and critical path dates. No activity on the schedule shall have a duration longer than 15 calendar days, with the exception of fabrication and procurement, unless otherwise approved. Within five (5) Working Days from the date the Project Work Schedule is furnished to State's Representative, State's Representative shall review and comment on the Project Work Schedule and approve or disapprove it, giving reasons for any disapproval. If disapproved, Contractor shall modify the Project Work Schedule and resubmit it for approval following the above stated timeframes. Additionally, Contractor shall submit one (1) electronic copy and three (3) paper copies of the updated

Critical Path Method (CPM) Project Work Schedule with each monthly Request for Payment. The Project Work Schedule shall be maintained at the work site and all revisions, along with the reasons therefore, as well as any affect on the critical path of the Work and the completion date, shall be furnished to State as soon as possible after the date of the revision, but in no event later than five (5) days after its revision.

- (3) If the progress of the Work is behind the Project Work Schedule to such an extent that State reasonably determines that Contractor will be unable to meet any of the critical path dates set forth in the Project Work Schedule, including without limitation any Milestone Date, or Contractor fails to take prompt and adequate corrective action to State's satisfaction to bring the progress of the Work in compliance with the Project Work Schedule, State may, in addition to any other right or remedy provided herein, proceed as provided in Sections 1.05, 1.07, and/or 1.11 of these General Conditions.
- (4) Liquidated Damages:
- a. Failure of Contractor to complete the Work within the Contract Time will result in damages being sustained by State. It is and will be extremely difficult and impracticable to determine the actual damage which State will sustain by reason of such delay. Therefore, Contractor shall pay to State, as liquidated damages, the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) for each and every Calendar Day's delay in finishing the Work under this Contract beyond the stipulated number of days, or any adjustments thereof. State may deduct liquidated damages from funds due or that become due Contractor. Execution of the Contract shall constitute acknowledgment by Contractor that Contractor has ascertained and agrees that State will suffer damages in the amount fixed herein.
- b. Contractor shall not be assessed liquidated damages when the delay is caused by the failure of State or the owner of any utility to provide for removal or relocation of an existing utility, facility, or to perform work as indicated in the Contract Documents.

#### **B. Shop Drawings, Product Data, and Samples**

- (1) Reference in the Contract Documents to any equipment, material, article, or process by specific brand, trade name, make, or catalog number, followed by the term "or approved equal", shall be regarded as establishing a standard of quality. In such cases Contractor may, subject to State's Representative's review and approval, substitute any other brand of equal quality, utility, and availability. State's Representative shall be the sole judge of equality and suitability of substitute materials. Contractor shall bear all costs and expenses, including, but not limited to, costs and expenses related to demonstrating equality or suitability of such substitute equipment, material, article or process, and any costs or expenses of changes or adjustments necessitated by such substitutions, including, but not limited to, those related to other parts of the Work or the Work of other contractors. State's Representative's approval of any substitution shall not relieve Contractor from compliance with all requirements of the Contract Documents. Where the Contract Documents do not specifically permit the use of "approved equals" for any equipment, material, article, or process referred to by specific brand, trade name, make or catalog number, no substitutions shall be permitted except by means of the Change Order procedures as set forth in Section 1.08 of these General Conditions.
- (2) Contractor shall not be relieved of responsibility for any deviations from requirements of the Contract Documents or allowed any additional compensation by reason of State's Representative approval of Shop Drawings, Product Data, Samples or similar submittals unless Contractor has specifically informed State's Representative in writing of such deviation at the time of submittal and fully complied with Section 1.08 of these General Conditions, and State's Representative has given written approval to the specific deviation. If Shop Drawings provide detail not shown in Contract Documents, Contractor shall be deemed to have primary design-build responsibility for such items. Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by State's approval thereof.

- C. Safety and Clean-Up** – Contractor acknowledges that State will continue to occupy and must maintain continuous operations in the Parks in which the Work is located. It is critical that these operations shall not suffer any significant interference, including, without limitation, any interruption in utilities or unreasonable noise, dust, odor, or vibration. Contractor shall perform the Work and limit its use of the Project site in such a manner as to minimize any interference with occupancies and operations in such Parks and in accordance with applicable Park rules and regulations. Contractor shall be liable for all costs for all claims related to dust, mud, noise, odor, vibration, or windblown materials attributed to the Work hereunder.

#### **D. Potential Subcontractors**

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an

independent obligation from State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

## E. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

## 1.07 ADMINISTRATION OF THE CONTRACT

### A. Claims and Disputes

- (1) **Time Limits on Contractor Claims:** Except where a shorter time period is provided herein, claims by Contractor arising during the course of construction, including claims for additional costs, must be made within five (5) days after occurrence of the event giving rise to such claim or within five (5) days after Contractor first recognizes or reasonably should have recognized the condition giving rise to the claim. Claims must be made by written notice to State within five (5) days following such event.
- (2) **Continuing Contract Performance:** Contractor, in the event of any claim or dispute with State over any matter whatsoever, shall not cause any delay or cessation in Contractor's Work and shall proceed with all Work called for in the Contract Documents and/or required to complete the Project.
- (3) **Claims for Additional Cost:** If Contractor wishes to make a claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims, shall differentiate between extra work and base contract work, and shall contain sufficient detail and substantiating data to permit evaluation of same by State's Representative. Any change in the Contract Sum resulting from such approved claim shall only be authorized by a Change Order.
- (4) **Claims for Additional Time:** If Contractor wishes to make claim for an increase in the Contract Time, written notice as provided herein shall be given. Contractor's claim shall include an estimate of cost and the probable effect of delay on progress of the Work and shall document any adverse effect on the Project Work Schedule. In the case of a continuing delay, only one claim is necessary.
- (5) **Claim Certification:** Any claim for additional cost or time must include the following certification, signed by the Contractor's legal representative: "I certify under penalty of perjury, according to the Laws of the State of California, that this claim is made in good faith, that the supporting documentation is accurate and complete, and that the amount requested accurately reflects the contract adjustments for which the Department is responsible."
- (6) **Delays in and Extensions of Time:**
  - a. If (a) Work on the critical path as shown on the Project Work Schedule is delayed at any time by (i) an act or neglect of State, any employee of State, or any separate contractor employed by State, (ii) changes ordered in the Work in accordance with the provisions of Article 7, (iii) unusually severe and/or abnormal weather conditions which preclude the safe performance of the Work, (iv) national conflicts or priorities arising therefrom, (v) fires beyond the reasonable control of Contractor, (vi) floods beyond the reasonable control of Contractor, (vii) earthquakes, (viii) off-site or area-wide labor disputes which are beyond the reasonable control of Contractor, (ix) civil disturbances and for no other cause or causes; (b) Contractor would otherwise have been able timely to perform its obligations under the Contract Documents but for such delay; (c) Contractor has taken reasonable precautions to foresee, prevent and to mitigate the effects of delays to Work on the critical path due to such causes; and (d) Contractor has given written notice as required by Section 1.08 of these General Conditions; then subject to the provisions of Section 1.07 of these General Conditions, the Contract Time shall be appropriately extended by Change Order by the number of Working Days of delay on the critical path of the Work actually and directly caused by such occurrence. Such extension of Contract Time shall be net of any delays caused by or due to the fault or negligence of Contractor or which are otherwise the responsibility of Contractor or its agents or Subcontractors, and shall also be net of any contingency or "float" time allowance included in the Project Work Schedule. State may, at its option, authorize extra Work in order to accelerate the Project Work Schedule and minimize or eliminate the impact of the delay. No extension shall be made or allowed nor shall such extra Work be authorized unless a written request therefor by Contractor is made within five (5) Calendar Days after the first occurrence of the delay. Any claims of Contractor relating

to time shall be made promptly in accordance with the applicable provisions of Section 1.08 of these General Conditions, or shall be deemed waived.

- b. If adverse weather conditions are the basis for a claim for additional Contract Time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had a direct and adverse effect on scheduled critical path activities.
  - c. Adjustments in compensation for delays or time extensions will be allowed only for the causes specified in (i) and (ii) of paragraph 1.07A(6)a above, which extend the overall project duration.
- (7) **Disputes Resolution:** A claim or dispute arising out of or relating to the Contract Documents which is not disposed of by agreement between Contractor and State shall be decided by State's Representative promptly, but not longer than ten (10) Working Days from the date Contractor notifies State's Representative in writing that agreement on a dispute cannot be reached and a written decision from State's Representative is required. The decision of State's Representative shall be final and conclusive on Contractor unless, within fifteen (15) days from the receipt of such decision, Contractor submits to State's Representative a written request for review of the decision made by State's Representative. The Director, or a designee other than State's Representative, shall review all decisions and render a decision in writing on or before thirty (30) days from the date of receipt of written position statements by Contractor and State's Representative as provided for herein. Contractor and State's Representative shall be afforded an opportunity to be heard by way of written submissions and to offer relevant information with respect to the matter in question.
- (8) **Decision of Director is Final:** The decision of the Director or her or his designee shall be final and conclusive on Contractor, unless, within fifteen (15) Working Days from receipt of such decision, Contractor submits to State's Representative a written notice of Contractor's election to reserve its rights to file a claim with the State Board of Control and seek further adjudication of such claim should such claim be rejected by the State Board of Control.
- (9) **Arbitration:** Claims (demands for monetary compensation of damages) arising out of related to the Contract Documents shall be resolved by arbitration unless State and Contractor agree in writing, after the claim has arisen, to waive arbitration and to have the claim litigated in a court of competent jurisdiction. Arbitration shall be pursuant to California Public Contract Code, Section 10240 et seq., and applicable regulations, Title 1, California Code of Regulations, Section 301 et seq. The arbitration decision shall be decided under and in accordance with the laws of the State of California, supported by substantial evidence and, in writing, contain the basis for the decision, findings of fact, and conclusions of law. Arbitration shall be initiated by a Demand for Arbitration made in compliance with the requirements of above referenced regulations. A Demand for Arbitration by Contractor shall be made not later than 180 days after date of service in person or by mail on Contractor of the final written decision by State on the claim. (This Section only applies to Contracts that exceed \$117,000.00.)
- (10) **Exhaust All Administrative Remedies:** Contractor must exhaust all remedies and comply with all disputes resolution procedures set forth in the proceeding section prior to filing any legal action which names the Department of Parks and Recreation, State of California, or any officer, employee, agent or affiliate of any of them. In no event, may Contractor bring any claims or pursue legal action for damages or other remedies for issues or matters not raised and presented in written notifications as provided for in the Contract Documents and as set forth in all written requests for review by State's Representative.

## 1.08 CHANGES IN THE WORK

- A. Change Orders (Amendments)** – When adjustments in the Contract Sum and Contract Time are determined, such determination shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order. A Change Order signed by Contractor indicates Contractor's final and binding agreement therewith, including the adjustment in the Contract Sum or the Contract Time. No Change Order shall authorize an adjustment in the Contract Sum or Contract Time unless such Change Order specifies such adjustment. If no adjustment in either or both the Contract Sum and the Contract Time is specified, Contractor's execution of the Change Order shall constitute Contractor's agreement that no such adjustment shall be made. Contractor agrees that in no event shall it make any subsequent claim relating to the items covered by an executed Change Order, whether direct, indirect, or consequential in nature. All Change Orders are subject to the approval by the Department of General Services, if required.
- B. Bulletins and Field Orders**
- (1) A Bulletin or Field Order shall not be recognized as having any impact upon the Contract Sum or the Contract Time. Contractor shall have no Claim therefor unless, within five (5) days from the date such direction or order was given, Contractor submits a written Change Order Request to the State's Representative with estimates of any adjustment in the Contract Sum or Contract Time to which Contractor believes it is entitled as a result of the change in the Work described in the Bulletin or Field Order, including sufficient detail to allow evaluation by the State's Representative.
  - (2) Upon receipt of a Bulletin or Field Order, Contractor shall promptly proceed with the Work involved, or as otherwise directed by the Bulletin or Field Order.

**C. Pricing Changes**

- (1) When submitting its change proposal, Contractor shall include and set forth in clear and precise detail, breakdowns of labor, materials and allowable costs for all trades involved and the estimated impact on the Project Work Schedule. If requested by State, Contractor shall furnish spread sheets from which the breakdowns were prepared, plus spread sheets, if requested, of any Subcontractors. Allowable costs to be included in Contractor's change proposal shall be strictly limited to those set forth in Section 1.08C(2) of these General Conditions.
- (2) In the event that (a) State approves a Change Order to be priced on a time and material basis, (b) State issues a Field Order to proceed with a change in the Work, Contractor timely notifies State of Contractor's belief that it is entitled to an adjustment in the Contract Sum or the Contract Time as a result of such change, and State and Contractor cannot agree on the amount of such adjustment, (c) Contractor is entitled to compensation as the result of a concealed condition, or (d) the Contract Sum includes allowances, then the amount of Contractor's allowable costs shall be governed by this Subsection. Allowable costs include and shall be strictly limited to the following:
  - a. The actual and reasonable cost of additional materials required as a result of such change, purchased by Contractor (or any Subcontractor) and used in the Work, including sales taxes, freight and delivery charges.
  - b. Construction equipment costs shall be substantiated by vendor's invoices. In no event shall the cost of such items exceed (1) the average current wholesale prices at which the items are locally available in the quantities required, delivered to the site, less applicable cash or trade discounts or (2) the equipment rental rates in the Labor Surcharge and Equipment Rental Rates published by Caltrans; whichever is less. The allowable rate constitutes full compensation to the Contractor including cost of fuel, oil, lubrication, supplies, necessary attachments, repairs, maintenance, depreciation, storage, insurance, labor except for construction equipment operators, and incidentals. No costs will be allowed for time while construction equipment is inoperative, idle or on standby, unless approved by the State.
  - c. Labor costs including welfare and fringe benefits shall be the actual labor cost, required as a result of such change in the Work, including no more than one (1) working foreman, but not including any supervisory or administrative personnel. Labor costs shall not exceed the local prevailing wage, which includes the Straight-Time Total Hourly Rate plus Burden. Burden shall be limited to the actual FICA-OASDI, FUTA, SUI, and Workers' Compensation payment percentages multiplied by the sum of the Basic Hourly Rate and Vacation/Holiday payments. Labor costs shall be substantiated by daily time cards (signed by Contractor's Superintendent) and labor summaries.
  - d. The cost of Work performed by Subcontractors or sub-Subcontractors is based on the actual direct costs of material, labor, and construction equipment and is determined pursuant to the provisions of this Subsection.
  - e. For deleted Work otherwise required to be performed hereunder, the Contract Sum shall be reduced by an amount equal to the net savings to Contractor and all Subcontractors and sub-Subcontractors on account of the deleted work for material, labor, and construction equipment.
- (3) Failure of Contractor and State to agree on an adjustment of the Contract Sum or extension of Contract Time for performance under the Contract Documents shall not excuse Contractor from proceeding with the prosecution and performance of the Work as changed. State shall have the right within its sole discretion to require Contractor to commence performance of changes to the Work. If Contractor and State cannot agree on an appropriate stipulated sum for any change, the adjustment to the Contract Sum, if any, shall, subject to the provisions of Section 1.08 of these General Conditions, be determined by State on the basis of the allowable costs incurred as a result of such change as set forth in Section 1.08C(2) plus a fee as set forth in Section 1.08C(4).
- (4) In addition to the allowable costs incurred for a change, Contractor (and any Subcontractors) is entitled to a fee. Such fee shall be included in any agreed upon stipulated sum for the Change Order and shall be added to the allowable costs for Change Orders priced on a time and material basis or as to which no agreement is reached. The additional fee shall be Contractor's (and Subcontractor's) sole reimbursement for overhead, profit and any other cost (including insurance required in the Contract Documents) not specifically reimbursable under the Contract for Construction. No such fee shall be applied to gross receipts or use tax amounts or bond premiums paid by Contractor. The following fees shall apply to Contractor and all Subcontractors and represent the maximum fees chargeable on each Contract tier, who shall receive mark-ups for all categories on a percentage basis equal to Contractor's Fee stated in the Contract:
  - a. For Work to be performed by Subcontractors, such Subcontractors, cumulative of all tiers, shall be permitted an additional fee of fifteen percent (15%) of the allowable costs incurred by such Subcontractors;
  - b. For Work to be performed by Contractor's own forces, Contractor shall be permitted an additional fee in the amount of fifteen percent (15%) of the allowable costs incurred directly by Contractor;

- c. For Work to be performed by Subcontractors, Contractor shall be permitted an additional fee in the amount of five percent (5%) of the sum of the allowable costs incurred by Subcontractors plus the allowance for Subcontractors' fee provided in Subsection 4(a) above.

## 1.09 PAYMENTS AND COMPLETION

- A. Schedule of Values** – The apparent low bidder, within ten (10) days, not including Saturdays, Sundays, and Legal Holidays, after receiving notice that he/she is the apparent low bidder, shall submit along with the contract documents a complete itemized Schedule of Values that includes, but is not necessarily limited to, the cost of each line item equal to or greater than one and one-half percent of the contractor's total bid and every work item (activity) shown on the Contract Critical Path Method (CPM) Project Work Schedule. The sum of the cost of all activities in the Schedule of Values shall equal the Contract Amount. Contractor's mobilization, profit, fees, taxes, overhead and General Conditions must be itemized separately and not be prorated across other categories. The Schedule of Values, when approved by State's Representative, shall be used to monitor the progress of the Work and as a basis for payment requests. Each item shall show its total Scheduled Value, value of previous applications, value of the application, percentage completed, total value completed and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. Contractor is to add approved Change Orders (Amendments) to the Schedule of Values on a monthly basis.
- B. Request for Payment** – Contractor shall submit to State an itemized request for payment no more than once each 30 day period for operations completed in accordance with the Schedule of Values. Such request shall be supported by such data substantiating Contractor's right to payment as State's Representative may require, such as copies of requisitions from Subcontractors and material suppliers, and reflect retainage. Any allowance included in the request for payment shall be separately itemized with supporting data attached. Progress payments for mobilization shall not exceed that authorized in Section 10264 of the Public Contract Code. Contractor shall furnish with each request for payment:
- (1) Cost data to support the application, including without limitation, copies of Subcontractor's pay requests accurately reflecting current percentage of completion on a line-item basis.
  - (2) One (1) certified copy of all payroll records for the month.
  - (3) One (1) electronic copy and three (3) paper copies of the updated Project Work Schedule reflecting the current status of the project.
  - (4) One (1) originally signed Unconditional Waiver and Release Upon Progress Payment for all Subcontractor work paid to date.
- C. Retention**
- (1) Five percent (5%) shall be retained from each progress payment and held by State. After the Punch List has been issued, retainage remains at five percent (5%) of all amounts billed or two (2) times the value of the Punch List Work, whichever is more, until Final Completion of the Work.
  - (2) Contractor may elect, upon prior notice to State, to retain additional sums, over the five percent (5%) required, from a Subcontractor. If, however, such additional retainage is made, then an equal amount shall be retained by State from Contractor.
  - (3) Section 10263 of the Public Contract Code pertaining to security deposits in lieu of retentions is incorporated, herein, in full by this reference. Pursuant to that Section, Contractor may, for contracts subject to the State Contract Act, request substitution of eligible securities for such retentions prior to issuance of original contract documents. Contractor hereby agrees to execute said securities using a State-furnished standard escrow agreement.
- D. Substantial Completion**
- (1) Substantial Completion is the stage in the progress of the Work when, exclusive of Punch List items, the Work or designated portion thereof (which State agrees to accept and occupy and utilize separately) is sufficiently complete in accordance with the Contract Documents so State can legally and practically occupy and utilize the Work for its intended use, except for Work outside the scope of the Contract Documents.
  - (2) Objections to Certificate of Substantial Completion (DPR 248)/Notice of Completion (DPR 249): Contractor shall have seven (7) Working Days after receipt of the Certificate of Substantial Completion (DPR 248) during which Contractor may make written objection to State as to provisions of the Certificate of Substantial Completion and Punch List. If, after considering such objection, State concludes that the Project is not substantially complete, State shall, within seven (7) days after submission of the objection notify the Contractor thereof in writing stating the reasons. Upon Contractor's completion of the items listed on the Punch List and upon satisfaction of the terms and conditions of the Certificate of Substantial Completion, State shall issue a final

Notice of Completion (DPR 249), which shall fix a date as may be necessary or appropriate. State's determination of the Date of Substantial Completion and other items under this paragraph shall be final and conclusive on Contractor.

#### **E. Partial Occupancy or Beneficial Use**

- (1) State and its lessees and separate Contractors may occupy or use any completed or partially completed portion of the Work at any stage of construction regardless of whether the Contract Time has expired (hereinafter sometimes referred to as "Partial Occupancy"). Such Partial Occupancy may commence whether or not the applicable portion of Work is substantially complete.
- (2) It shall be understood, however, that Partial Occupancy shall not: (a) constitute final acceptance of any Work; (b) relieve Contractor for responsibility for loss or damage because of or arising out of defects in, or malfunctioning of, any Work, material, or equipment, or from any other unfulfilled obligations or responsibilities under the Contract Documents; or (c) commence any warranty period under the Contract Documents, provided that Contractor shall not be liable for ordinary wear and tear resulting from such Partial Occupancy.

#### **F. Testing, Inspection, Final Inspection, and Acceptance**

- (1) Testing, inspection, and approval of portions of the Work required by the Contract Documents shall be made by an independent Testing Laboratory arranged and paid for by the Contractor and approved by the State. Contractor shall promptly furnish two certified copies of test results and inspection records to the State Representative. Material and equipment shall not be incorporated into the project until test results indicate conformance to the Contract Documents.
- (2) Authorized employees of State shall have access to the Work at all times. Contractor shall give State's Representative forty-eight (48) hours advance notice of what Work and when the Work will be ready for inspection. Contractor shall provide proper facilities for such access and inspection. Inspection of the Work shall not relieve Contractor of any obligations to fulfill the Contract as prescribed. Any Work covered or concealed by Contractor before approval by State's Representative, shall, if required to be uncovered for examination and recovered, be at Contractor's sole expense.
- (3) When the Work is completed, Contractor shall notify State's Representative and shall request final inspection. Within five (5) Calendar Days, State's Representative shall make final inspection. Contractor shall be notified in writing of any deficiencies (Punch List). Contractor shall remedy these deficiencies to complete satisfaction of State. After all the Work under this Contract has been completed and is so certified by State's Representative, formal acceptance will be made in writing by State by filing a Notice of Completion (DPR 249) for recording in the county in which the Work was performed.

#### **1.10 UNCOVERING AND CORRECTION OF WORK**

**Correction of Work** – If, within one (1) year after the date of Final Completion of the entire Work, or within such longer period of time as may be prescribed by laws or in equity or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from State to do so unless State has previously given Contractor a written acceptance of such condition. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Final Completion or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty required by the Contract Documents whichever is longer. Any defect in such Work shall be corrected again by Contractor promptly upon written notice of the defect from State. The obligations under Section 1.10 of these General Conditions shall survive acceptance of the Work under the Contract for Construction and termination of the Contract for Construction. If Contractor fails to correct such Work, State may proceed to have the work corrected at Contractor's expense and Contractor shall pay the cost thereof on demand.

#### **1.11 TERMINATION OR SUSPENSION OF THE CONTRACT**

##### **A. Termination by Contractor**

- (1) Contractor may terminate in writing, the Contract in the manner provided in Section 1.11 of these General Conditions if the Work is entirely stopped for a continuous period of thirty (30) days through no act or fault of Contractor or a Subcontractor, sub-Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with Contractor, for any of the following reasons:
  - a. Issuance of an order of a court or other public authority having jurisdiction.
  - b. An act of government, such as a declaration of national emergency, making material unavailable.

- (2) If one of the above reasons exists, Contractor may, upon fourteen (14) days written notice to State's Representative, terminate the Contract, unless this reason is cured prior to the expiration of the notice period, and recover from State payment for Work properly executed in accordance with the Contract Documents, excluding any anticipated profits from uncompleted Work, and payment for costs directly related to Work thereafter performed by Contractor in terminating such Work, including reasonable demobilization charges, provided said Work is authorized in advance by State's Representative and State.

## **B. Termination by State**

- (1) State may terminate the Contract if State deems any of the following conditions to exist:
- a. Contractor refuses or fails to supply enough properly skilled workers or proper materials or equipment.
  - b. Contractor fails to make prompt payment to Subcontractors for materials or equipment or labor in accordance with the respective agreements between Contractor and Subcontractors.
  - c. Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction, including, without limitation, environmental rules and regulations and health and safety codes.
  - d. Contractor disregards the instructions of State's Representative (when such instructions are based on the requirements of the Contract Documents).
  - e. In accordance with applicable law, and if permitted by such law, Contractor is the subject of a voluntary or involuntary petition in bankruptcy, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws.
  - f. Contractor has all or substantially all of its assets, equipment, or materials in any way connected with the work, executed upon or judicially seized, when such attachment or seizure remains undismissed for seven (7) days after levy thereof.
  - g. Contractor has imposed against it a federal or state tax lien.
  - h. Contractor fails to diligently prosecute the Work and/or correct deficiencies.
  - i. Contractor fails to maintain the proper license to perform the Work prescribed by this Contract.
- (2) When any of the above reasons exist, State may, without prejudice to any other rights or remedies of State and after giving Contractor and Contractor's surety, if any, seven (7) days prior written notice (except in cases of emergency, as reasonably determined by State), terminate the Contract and may:
- a. Take possession of the site and Project and of all materials, equipment, tools, and construction equipment and machinery thereon owned, rented, or leased by Contractor; and
  - b. Finish the Work by whatever method State may deem expedient.
  - c. Tender completion of the Work to Contractor's surety, if any, in accordance with terms of the Performance Bond.
- (3) When State terminates the Contract for one of the reasons stated in Subsection 1.11B(1) of these General Conditions, Contractor shall not be entitled to receive further payment until the Work is finished and a final accounting is completed as to the proper sums due Contractor under the terms of the Contract.
- (4) To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs which would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to State. This obligation for payment shall survive termination of the Contract. Such costs incurred by State shall be determined by State.

- C. Suspension by State for Convenience** – State may, at any time, at will and without cause, suspend, delay, or interrupt any part of the Work or all the Work for any reason whatsoever for such period of time as State may determine by giving seven (7) days' prior written notice to Contractor specifying the part of the Work to be suspended, delayed, or interrupted and the effective date of such suspension, delay, or interruption, as the case may be. Contractor shall continue to perform the part of the Work not suspended, delayed, or interrupted and shall properly protect and secure the part of the Work so suspended, delayed, or interrupted, so far as is necessary in State's reasonable opinion. Notwithstanding Subsection 1.11B of these General Conditions, if any part of the Work is so suspended, delayed, or interrupted, Contractor shall be entitled to payment of reasonable standby fees (or at State's option, payment



for demobilization) and costs directly associated with protecting and securing the affected Work, provided said costs are authorized in advance by State's Representative. No payment shall be made by State, however, to the extent that such Work is, was, or could have been suspended, delayed, or interrupted under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract for Construction. In case of such suspension, delay, or interruption, State will issue a Change Order making any required adjustment to the Contract Time and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

#### **1.12 EMPLOYEES**

For each phase and type of Work, Contractor shall employ journey level people skilled in their respective trades and skilled in the use of methods, tools, and appliances developed in order to obtain the highest quality of workmanship throughout the Project. Any person State may deem incompetent or disorderly must be promptly removed by Contractor and not re-employed on the Project.

#### **1.13 PREVAILING WAGE**

- A.** The Notice to Contractors stipulates the prevailing wage rates applicable to the classes of labor to be used on this Project.
- B.** Contractor shall abide by the laws and regulations set forth pursuant to California Labor Code, Sections 1720 et seq., and Title 8, California Code of Regulations, Section 16000 et seq.

#### **1.14 TRAVEL AND SUBSISTENCE PAYMENTS**

Contractor shall make travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

#### **1.15 APPRENTICES**

Special attention is directed to California Labor Code, Sections 1777.5, 1777.6, and 1777.7, and Title 8, California Code of Regulations, Section 200 et seq. Each Contractor and Subcontractor must, prior to commencement of the Public Works Contract, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California, 94102, or one of its branch offices to ensure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor. For further information, the website for the Division of Apprenticeship Standards can be accessed at: [www.dir.ca.gov](http://www.dir.ca.gov).

#### **1.16 SANITARY FACILITIES**

Contractor shall provide potable drinking water, and sanitary toilet facilities for Contractor's workers unless the use of existing facilities is authorized by State's Representative. Contractor shall locate temporary facilities as directed by State's Representative and maintain such facilities in good repair and in a sanitary condition. Contractor shall remove such facilities completely at the conclusion of the Work.

#### **1.17 OBSERVANCE OF PARK RULES AND REGULATIONS**

The Work to be done is within the jurisdiction of the State Park System. All persons entering the premises for whatever reason are subject to the "Rules and Regulations" for the State Park System, as set forth in Title 14, California Code of Regulations, Division 3, Chapters 1 and 2. Any person who fails to observe these "Rules and Regulations" may be barred from further work in the State Park System.

#### **1.18 RESPONSIBILITY FOR INJURY AND DAMAGE**

- A.** Contractor shall be responsible for damage to or loss of property regardless of cause, or for injury or loss of life to persons employed on this Project and to the general public, which arise from operations under this Contract.
- B.** From the formal Start Work Date until formal acceptance of the Work, Contractor is responsible to save from injury and damage by whatever cause all of the Work under this Contract, except as provided in Section 7105 of the Public Contract Code. Contractor shall rebuild, restore, and/or repair any such injury or damage, at Contractor's sole expense, before formal acceptance.
- C.** State is hereby relieved at all times from an indebtedness or claim other than the Contract Sum.

#### **1.19 COOPERATION BETWEEN CONTRACTOR AND STATE**

- A.** When the Contract is approved, Contractor will be notified in writing by State of the formal Start Work Date, the Contract completion date, and the name and location of State's Representative responsible for inspection of the Work. Contractor shall start Work within ten (10) Calendar Days of the formal Start Work Date and diligently pursue the Work to completion.

- B. If Work is suspended for more than three (3) Calendar Days “due to Contractor’s actions” or “due to no fault of State,” Contractor shall immediately inform State’s Representative in writing as to the rescheduling of the Work.
- C. Contractor shall be responsible for notifying the surety or sureties, furnishing bonds for the Contract, of all changes to the Contract.
- D. No Work shall be done except on Working Days and during Regular Work Hours unless Contractor has submitted a written request to State’s Representative not less than five (5) Calendar Days in advance of each occurrence and State has given written approval. State may reject, without further reason, any work done in violation of this Subsection.

#### 1.20 PERMITS, LAWS, AND REGULATIONS

- A. State shall obtain and pay for the permits as indicated in the Project Manual. Contractor is responsible for all other permits. Notwithstanding that State obtains any permits required for the Work, Contractor shall not be relieved of any responsibility for compliance with laws and codes, including without limitation, building codes, pertaining to the Work. Contractor shall pay all public utility usage charges, for utilities consumed during the Work, including any applicable connection charges, which apply to the Work.
- B. No building permits from city or county governments are necessary for Work on State projects.
- C. Contractor shall comply with the current edition of Title 24, California Code of Regulations, and the various safety orders and codes of the State of California where applicable.
- D. All records of Contractor, subcontractors, and suppliers that pertain to the performance of the work or are necessary to determine or verify compensation, including, but not limited to, all documents used to prepare the bid shall be retained for a period of three years after final payment for examination or audit by the State. The State may examine and copy all records including, but not limited to, paper, electronic, and photographic documents.

#### 1.21 STORAGE OF EQUIPMENT AND MATERIALS

- A. State’s Representative shall inform Contractor of the availability of suitable areas for the storage of Contractor’s equipment and materials. Contractor shall maintain the storage of equipment and materials within the confines of the area designated by State’s Representative.
- B. Contractor shall store materials intended for use on this Project in such a manner that their quality and fitness for the Work will be preserved. When considered necessary by State, materials shall be stored so as to facilitate inspection. It shall be Contractor’s responsibility to protect those stored items. All stored materials remain the property of the Contractor until such time as they are installed in their final position as intended in the Contract Documents.
- C. Routes of hauling and parking vehicles and equipment beyond the limits of the existing roads shall be only as directed by State’s Representative.

#### 1.22 SITE CONDITIONS

- A. State may furnish reports, surveys, or other information describing physical characteristics, legal limitations and utility locations for the Project site, and a legal description of the site. The furnishing of this information is for the convenience of Contractor only and shall not relieve Contractor from its duties under the Contract Documents in general. In performance of the Work, Contractor shall undertake such further investigations and studies as may be necessary or useful to determine subsurface characteristics and patent and concealed conditions. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utility lines, telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, without limitation, all buried pipelines and buried telephone cables and shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines. Utility points of connection and other site relationships referenced in the contract documents are diagrammatic in nature. The exact location and routing requirements are the responsibility of the Contractor and are subject to the approval of the State’s Representative.
- B. The Contractor shall visit the Project site and verify all existing conditions prior to preparing its bid, in accordance with Parts 1.01 and 1.02 of Section 00100 Public Works, Instructions to Bidders. No additional compensation will be allowed for any conditions described in the Contract Documents or reasonably anticipated from pre-bid examination and observation of the Project site.
- C. **Differing Site Conditions**
  - (1) During the progress of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, are encountered at the site, Contractor shall promptly notify State in writing of the specific differing conditions before they are disturbed and before the affected Work is performed.

- (2) Upon written notification, State's Representative will investigate the conditions, and if State's Representative determines that the conditions materially differ and cause change in the cost or time required for the performance of any Work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. State's Representative will notify Contractor of its determination whether or not an adjustment of the Contract is warranted.

- D. The construction area must be confined to the minimum space needed and be compatible with the ongoing Park Unit operations. The construction area, including all staging and laydown areas, must be approved by the State's Representative.

### 1.23 WARRANTIES

ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND SHALL BE SIGNED BY THE MANUFACTURER OR SUBCONTRACTOR AS THE CASE MAY BE AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO STATE AND DELIVERED TO STATE'S REPRESENTATIVE UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

### 1.24 AS-BUILT PLANS

Prior to acceptance, Contractor shall furnish to State's Representative a set of Contract plans in CAD (computer-aided drafting) format unless otherwise directed by State's Representative, clearly and legibly marked showing the location, as constructed, of all elements, features, components, and utilities. The as-built plans shall provide detailed information and reference dimensions locating all concealed elements, features, components, and utilities. Each sheet must be stamped "AS-BUILT", signed and dated by the Contractor.

### 1.25 PROTECTION OF PERSONS AND PROPERTY

- A. Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes, which apply to any Work performed pursuant to the Contract, including, but not limited to, any air pollution control rules, regulations, ordinances, and statutes, specified in California Government Code, Section 11017.
- B. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. Contractor shall provide all facilities and shall follow all procedures required by the Occupational Safety and Health Act (OSHA) including, but not limited to, providing and posting all required posters and notices and shall otherwise be responsible for all other mandatory safety laws.
- C. Contractor shall not impose or permit loading upon any part of the Work, construction, site or upon or adjacent to the Work site, in excess of safe limits, or permit loading that will result in stress or damage to the structural, architectural, mechanical, electrical, or other components of the Work.
- D. **Hazardous Materials**
- (1) Contractor shall not cause or permit any "Hazardous Materials" [as defined in Section 1.27D(2) of these General Conditions] to be brought upon, kept or used in or about the Project site except to the extent such Hazardous Materials: (a) are necessary for the prosecution of the Work; and (b) are required pursuant to the Contract Documents; and (c) have been approved in writing by State. Any Hazardous Materials allowed to be used on the Project site shall be used, stored, and disposed of in compliance with all applicable laws relating to such Hazardous Materials.
- (2) As used herein, the term "Hazardous Materials" means any hazardous or toxic substances, materials or wastes listed in the United States Department of Transportation Hazardous Materials Table, or listed by the Environmental Protection Agency as a hazardous substance, or as defined in the California Health and Safety Code, Section 25316, or any substances, materials or wastes that are or become regulated, identified, defined or listed under federal, state or local law, and all products containing such Hazardous Materials.
- E. **Spread of Exotic Biological Organisms** – Before entering the park unit and at the conclusion of the Contract, all Contractors shall remove soil and organic materials from all motorized equipment used to transport or process soil or organic matter. Contractors shall clean the hull, motor, pumps, and accessories on all watercraft before entering the park unit and at the conclusion of the Contract.

# SAN CLEMENTE STATE BEACH

## SAN CLEMENTE STATE BEACH ASPHALT REPAIRS

### Scope of Work- Exhibit A, Attachment 1

Contractor hereby agrees to furnish all materials, tools, equipment, and labor necessary to remove all sand, weed debris and fine clean asphalt, and repair asphalt in sunken or deteriorated areas. Approximately 3,251 square feet of asphalt repairs are involved in this project at San Clemente State Beach, 225 W. Avenida Calafia St, San Clemente, County of Orange, 92672. There are (29) twenty-nine locations in the Hookup Area and (5) five locations in the Tent Area. Because of the nature of this project all square footages, dimensions and locations of areas are approximant; therefore, a pre-bid walk-through of all bidding contractors is mandatory. Mandatory pre-bid meeting is scheduled for 9/1/2021 at 10:00 AM at the Orange Coast District Office located at 3030 Avenida Del Presidente, San Clemente, CA 92672.

Note: During this entire process, the campground will be open to the general public and campers. Working hours are 7:00am to 4:00pm Monday through Friday. Contractor shall divide roadway and install traffic cones or delineators to divert vehicles and pedestrians to a safe area of travel. Traffic monitors are required for all lane or partial lane closures during project. All safety measures to be in place prior to start of work and shall meet State Representative satisfaction. Everything excavated needs to be repaired the same day. No work shall be done on weekends or holidays. The completed work shall be clean, sanitary, safe, presentable, and ready for the use intended purpose.

#### Description of work to be done:

- Contractor shall remove approximately 1,552 square feet of asphalt and replace the approximately 1,552 square feet with 4 inches of asphalt. Existing subbase below asphalt shall remain in place.
- Contractor shall Grind and Cap approximately 1,378 square feet of asphalt.
- Contractor shall Patch approximately 321 square feet of asphalt. Patching shall have cold plane perimeter edges of the sunken areas in preparation of asphalt overlay with 3/8 inch fine mix asphalt. Finished surface shall be flush with surrounding asphalt.

# SAN CLEMENTE STATE BEACH



(NOTES:)



CS 57-11x8	RR	Asphalt
Gate CS 72-8x7	RR	Project
CS 27-14x16	RR	
MH CS 1-11x14	RR	San Clemente S.E.
MH CS 14-10x8	RR	
CS 20-4x23	RR	
RR6 MH-13x12	RR	
MH CS 43-9x14	RR	
MH CS 51-18x10	RR	13 R#R's
WV CS 40-10x10	RR	@
CS 96-12x9	RR	
MH CS 92-14x7	RR	1552 sq ft
Drain CS 92-15x6	RR	
Cross Walk-10x22	G#C	
CS 30-14x36	GC	
CS 3-14x5	GC	
CS 17-6x7	GC	11 G#C's
CS 4-9x5	GC	@
CS 7-8x14	GC	
CS 20-10x7	GC	1378 sq ft
WV-RR6-12x8	GC	
Previous Patch-Tent 9x15	G#C	
CS 57-X2-21x4	G#C	

CS 29 - 4x4	P	
CS 8 - 7x7	P	
CS 10 - 7x4	P	7 Patches
CS 24 - 7x4	P	@
CS 24 - 7x4	P	
RR 6 - Elect Box 8x5	P	321 sqft
<u>CS 32 - 6x8</u>	<u>P</u>	

# Sea Level Rise and Extreme Event Worksheet for Project Planning

This worksheet refers to concepts described in the Department's Sea Level Rise and Extreme Events Guidance for Project Planning. Please visit <http://isearch.parks.ca.gov/sea-level-rise> for more information and examples.

Project Title

Date

San Clemente State Beach Asphalt Repairs

12/15/2021

District

Park Unit

Orange Coast

San Clemente State Beach (611)

Project Evaluator

Phone Number

Email

Riley Pratt

(949) 324-9130

riley.pratt@parks.ca.gov

## 1. Define Project

[SLR Guidance page 6]

### a. Describe Project Objectives

Repair (fill) cracks in asphalt parking lot, primarily in RV campground.

### b. What the the expected lifetime of the project?

15 years

### c. Is the primary purpose of the project to mitigate inundation, flooding, or erosion? (e.g., seawalls, dune restoration, relocation, etc.)

Yes  No

*If "Yes", please consider both the project itself as well as any resource the project might be protecting.*

## 2. Assess Vulnerability to Inundation, Flooding, or Erosion

### Exposure

[SLR Guidance page 7]

### a. Based on your observations, is the project located in an area that is already a flood zone or has a history of past damage due to waves, inundation, flooding, or erosion?

Yes  No  Uncertain

### b. According to the CSP web tool (<http://mshqgisweb11/flex/SeaLevelRise/>), does the project location fall within one or more of the areas shaded by the inundation, flood, or erosion projections?

Yes  No

*If "No" to both 2.a and 2.b, and your project lifetime is less than 100 years, no further analysis is required and the worksheet is complete. If you do not meet ALL of these criteria, please continue with the worksheet.*



c. Which projection(s) does your project fall within?

- NOAA SLR
- Pacific Institute 2100 SLR and 100 yr Storm
- Pacific Institute 2100 Bluff and Dune Erosion Hazard
- CoSMoS SLR and 100 yr Storm (only available in some areas)
- Personal observation of damage due to waves, inundation, flooding or erosion

d. Identify any other local factors that may be relevant to your project's capacity for resilience to inundation, flooding, or erosion (e.g., uplift, subsidence, tectonics, nearby seawalls or developments).

**Sensitivity**

[SLR Guidance page 9]

e. Does the project itself have inherent characteristics or materials that make it sensitive to inundation, flooding, or erosion? Describe the sensitivity.

Examples include:

- A rare plant or animal that cannot tolerate flooding, inundation, or a change in salinity
- A cultural resource that will be exposed due to erosion or damaged due to flooding
- A facility that will have its structure or function compromised by seawater
- A site where soil is contaminated and will influence water quality
- A particularly important point for public access.

**Adaptive Capacity**

[SLR Guidance page 10]

f. Can the outcome of the project be easily moved upland to avoid impacts from inundation, flooding, or erosion?

Yes     No

g. Can the outcome of the project be easily raised or reinforced to prevent damage from inundation, flooding, or erosion?

Yes     No

h. Describe how the project can be relocated or modified to tolerate or withstand inundation, flooding, or erosion.

**Overall Vulnerability**

[SLR Guidance page 10]

i. Discuss overall vulnerability considering exposure, sensitivity, and adaptive capacity.

### 3. Identify Project Impacts (Positive and Negative)

a. **Infrastructure.** Will parking, restrooms, campsites, first-aid stations, interpretive elements (centers, kiosks, panels, etc.), or utilities be positively or negatively affected by this project under inundation, flooding, or erosion projections?

- Yes       No Impacts       Unknown

b. **Natural Resources.** Will this project positively or negatively affect the beach/near shore environment and/or biological diversity under inundation, flooding, or erosion projections?

- Yes       No Impacts       Unknown

c. **Cultural Resources.** Will archeological sites, historical structures, or other cultural resources be positively or negatively affected by this project under inundation, flooding, or erosion projections?

- Yes       No Impacts       Unknown

d. **Visitors.** Does this project positively or negatively affect natural or cultural resources that attract visitors, based on inundation, flooding, or erosion projections?

- Yes       No Impacts       Unknown

e. **Recreation Areas.** Will hiking, biking, horseback riding, OHV sites, or other recreation that attracts visitors be positively or negatively affected by this project under inundation, flooding, or erosion projections? Will recreational features like trails or overlooks be impacted?

- Yes       No Impacts       Unknown

f. **Personnel.** Will inundation, flooding, or erosion necessitate additional maintenance to this project? If so, how much effort will be required to maintain the project in a functional state?

- Yes       No Impacts       Unknown

g. **Overall Cost.** Will additional costs be incurred over the project lifetime due to inundation, flooding, or erosion? If project provides structural protection, will the cost to maintain the protection outweigh the cost of the infrastructure or natural/cultural resource being protected?

- Yes       No Impacts       Unknown

h. Please explain any "Yes" response on 3.a-3.g:

#### 4. Make Recommendation

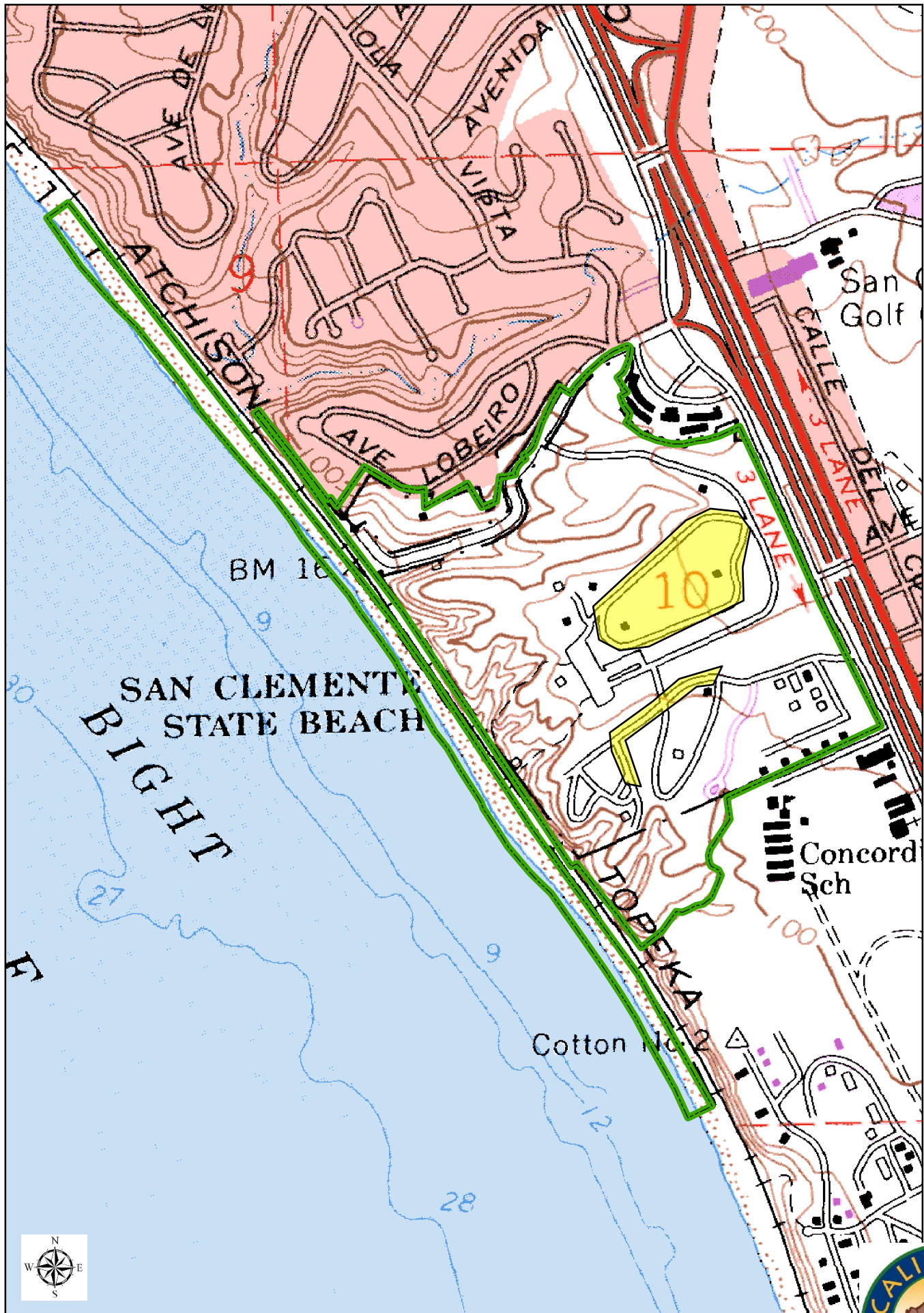
[SLR Guidance page 12]

Make a recommendation for this project. Include any justifications for recommending a project that may be impacted by inundation, flooding, or erosion under future projections. Include suggestions for monitoring and addressing potential impacts. Attach photos and maps if appropriate.

A large, empty rectangular box with a thin black border, intended for the user to provide a recommendation and supporting information as described in the text above.

# San Clemente State Beach Asphalt Repairs

 = Approximate Area of Asphalt Work



0 0.05 0.1 0.2 Miles





# San Clemente State Beach Asphalt Repairs Project

Orange Coast District 2021

Project Aerials

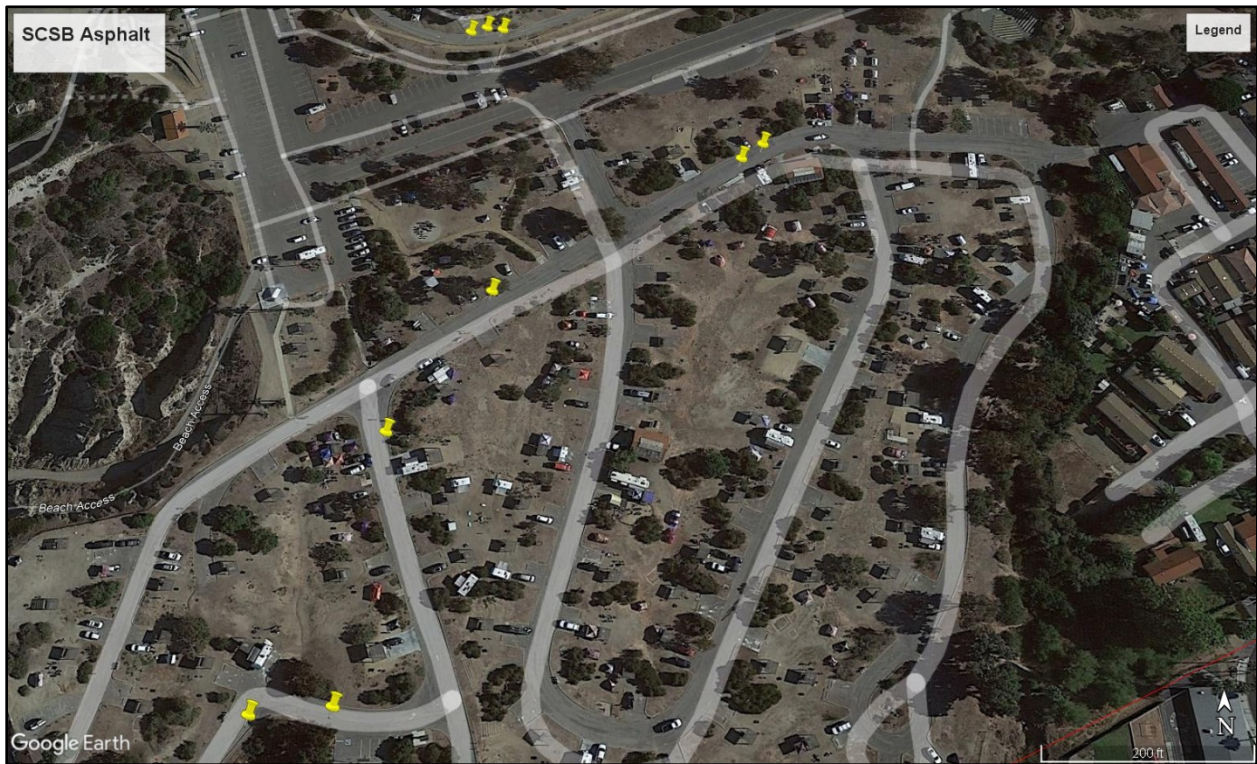


Project Overview





Work locations, northern detail



Work locations, southern detail

**Certificate Of Completion**

Envelope Id: F535B354858F41A393AD0B08384E8741	Status: Completed
Subject: Please DocuSign: DPR183 #San Clemente State Beach Asphalt Repairs	
Template Code: Orange Coast District DPR183 (PEF)	
Source Envelope:	
Document Pages: 71	Signatures: 8
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Riley Pratt
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1416 9th Street, Room 950
	Sacramento, CA 95814
	Riley.Pratt@parks.ca.gov
	IP Address: 68.5.140.115

**Record Tracking**

Status: Original	Holder: Riley Pratt	Location: DocuSign
12/17/2021 10:03:40 AM	Riley.Pratt@parks.ca.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: California State Department of Parks and Recreation	Location: DocuSign

**Signer Events**

Signer Events	Signature	Timestamp
Greg Kania greg.kania@parks.ca.gov PMC I Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 32.132.216.86	Sent: 12/17/2021 1:17:44 PM Viewed: 12/17/2021 1:22:51 PM Signed: 12/17/2021 1:52:06 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 12/17/2021 1:22:51 PM ID: 24c5cb7a-fbc1-4898-8f08-e1e6885b820c		

Joe Fayer Joe.Fayer@parks.ca.gov Associate State Archaeologist Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 107.197.171.82	Sent: 12/17/2021 1:52:19 PM Viewed: 12/17/2021 2:28:25 PM Signed: 12/17/2021 2:36:24 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Todd Lewis Todd.Lewis@parks.ca.gov SPSV Security Level: Email, Account Authentication (None)	 09FB4C1FC801473...	Sent: 12/17/2021 2:36:36 PM Viewed: 12/20/2021 10:13:45 AM Signed: 12/20/2021 10:14:29 AM
	Signature Adoption: Pre-selected Style Using IP Address: 32.132.216.86	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

JOSEPH FAYER Joe.Fayer@parks.ca.gov Associate State Archaeologist Security Level: Email, Account Authentication (None)	 195BA0EE458A496...	Sent: 12/20/2021 10:14:41 AM Viewed: 12/20/2021 12:26:38 PM Signed: 12/20/2021 12:51:55 PM
	Signature Adoption: Pre-selected Style Using IP Address: 32.132.216.86	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign



## Signer Events

JOSEPH FAYER  
Joe.Fayer@parks.ca.gov  
Associate State Archaeologist  
Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
  
195BA0EE458A496...  
Signature Adoption: Pre-selected Style  
Using IP Address: 32.132.216.86

## Timestamp

Sent: 12/20/2021 12:52:07 PM  
Viewed: 12/20/2021 12:52:54 PM  
Signed: 12/20/2021 12:57:39 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign


Michael Yengling  
Michael.Yengling@parks.ca.gov  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
F0DDB344DF674FF...  
Signature Adoption: Pre-selected Style  
Using IP Address: 13.88.65.97

Sent: 12/20/2021 12:52:08 PM  
Viewed: 12/20/2021 2:20:49 PM  
Signed: 12/20/2021 3:13:15 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Riley Pratt  
riley.pratt@parks.ca.gov  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
AF81744086F549E...  
Signature Adoption: Pre-selected Style  
Using IP Address: 68.5.140.115

Sent: 12/20/2021 12:52:09 PM  
Viewed: 12/31/2021 9:37:52 AM  
Signed: 12/31/2021 9:42:22 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 10/19/2020 9:40:30 AM  
ID: fc0b563a-f212-4b2f-b04e-6c3773693dcb

Steven L Scott  
steve.scott@parks.ca.gov  
PMC III  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
0E0AC79FFDA64B9...  
Signature Adoption: Pre-selected Style  
Using IP Address: 32.132.216.86

Sent: 12/20/2021 12:52:09 PM  
Viewed: 12/20/2021 1:01:48 PM  
Signed: 12/20/2021 1:03:09 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 9/15/2020 11:15:39 AM  
ID: 7a488ca3-de50-4077-b42c-f68d65a35d6e


Riley T Pratt  
riley.pratt@parks.ca.gov  
Security Level: Email, Account Authentication  
(None)

**Completed**  
Using IP Address: 68.5.140.115

Sent: 12/31/2021 11:12:19 AM  
Viewed: 12/31/2021 11:12:45 AM  
Signed: 1/3/2022 3:25:12 PM

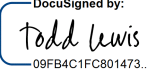
**Electronic Record and Signature Disclosure:**  
Accepted: 10/19/2020 9:40:30 AM  
ID: fc0b563a-f212-4b2f-b04e-6c3773693dcb

JOSEPH FAYER  
Joe.Fayer@parks.ca.gov  
Associate State Archaeologist  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
195BA0EE458A496...  
Signature Adoption: Pre-selected Style  
Using IP Address: 32.132.216.86

Sent: 12/31/2021 9:42:35 AM  
Resent: 12/31/2021 9:56:53 AM  
Viewed: 1/3/2022 9:33:31 AM  
Signed: 1/3/2022 9:39:24 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Joe Fayer  Joe.Fayer@parks.ca.gov  Associate State Archaeologist  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><b>Completed</b></p> <p>Using IP Address: 32.132.216.86</p>	<p>Sent: 1/4/2022 10:30:37 AM  Viewed: 1/4/2022 10:31:27 AM  Signed: 1/4/2022 11:15:02 AM</p>
<p>Todd Lewis  Todd.Lewis@parks.ca.gov  SPSV  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p>DocuSigned by:    09FB4C1FC801473...</p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 32.132.216.86</p>	<p>Sent: 1/3/2022 3:25:29 PM  Resent: 1/4/2022 11:15:18 AM  Viewed: 1/4/2022 11:16:25 AM  Signed: 1/4/2022 11:18:05 AM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
<p>Riley T Pratt  riley.pratt@parks.ca.gov  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 10/19/2020 9:40:30 AM  ID: fc0b563a-f212-4b2f-b04e-6c3773693dcb</p>	<p><b>VIEWED</b></p> <p>Using IP Address: 68.5.140.115</p>	<p>Sent: 12/31/2021 9:56:49 AM  Viewed: 12/31/2021 9:57:23 AM  Completed: 12/31/2021 9:56:47 AM  Freeform Signing</p>
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Lucas Serna  Lucas.Serna@parks.ca.gov  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><b>COPIED</b></p>	<p>Sent: 12/20/2021 12:52:10 PM</p>
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
<p>Envelope Sent  Certified Delivered  Signing Complete  Completed</p>	<p>Hashed/Encrypted  Security Checked  Security Checked  Security Checked</p>	<p>12/17/2021 1:17:44 PM  1/4/2022 11:16:25 AM  1/4/2022 11:18:05 AM  1/4/2022 11:18:05 AM</p>
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, California State Department of Parks and Recreation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact California State Department of Parks and Recreation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [marlene.sheufelt@parks.ca.gov](mailto:marlene.sheufelt@parks.ca.gov)

**To advise California State Department of Parks and Recreation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [marlene.sheufelt@parks.ca.gov](mailto:marlene.sheufelt@parks.ca.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from California State Department of Parks and Recreation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [marlene.sheufelt@parks.ca.gov](mailto:marlene.sheufelt@parks.ca.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with California State Department of Parks and Recreation**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [marlene.sheufelt@parks.ca.gov](mailto:marlene.sheufelt@parks.ca.gov) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify California State Department of Parks and Recreation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by California State Department of Parks and Recreation during the course of my relationship with you.