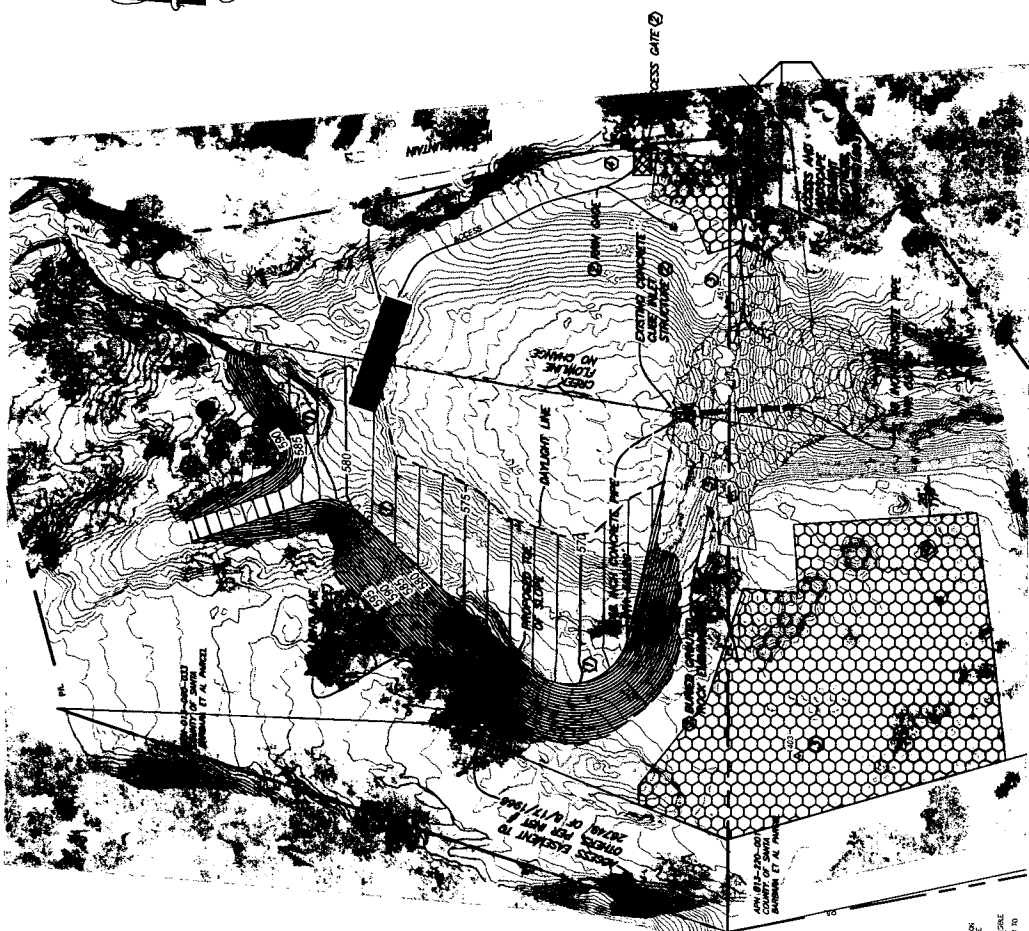
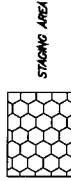


GENERAL NOTES:

- 1) Minimize disturbance to creek flowline to the maximum extent feasible.
- 2) Designate boulder stockpile location with Engineer within nearby staging area.

CONSTRUCTION NOTES:

- ① Concrete Bents per sheets 5-8. Stockpile boulders 3' feet or greater in average dimension as described in the Special Provision.
- ② Protect existing improvements in place.
- ③ Protect existing Survey Control Points and Monuments in place.
- ④ Install temporary construction Entrance/Exit with corrugated steel panels per Caltrans Storm Water Quality BMP 10-1.
- ⑤ Install temporary culvert and Check Valve Diversion to create Equipment and Trucking Creek creating access in accordance with Caltrans Storm Water Quality BMP 10-2.
- ⑥ Protect existing trees. Make localized adjustments to the daylight line and slopes 2:1 side slopes in order to protect existing trees in place, and as directed by the Engineer.



GRAPHIC SCALE



SCALE: 1" = 40'

ALL INFORMATION SHOWN HAS BEEN OBTAINED FROM RECORDS AND SURVEY DATA. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND THE INFORMATION TO BE ACCURATE. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE SITE. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE SITE. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE SITE.



SANTA BARBARA COUNTY
WATER CONSERVATION DISTRICT
130 E. VICTORIA STREET
SANTA BARBARA, CA 93101
(805) 562-3440

DESIGNED BY: *Thane, Pines, & Associates*
PROJECT: FLOOD CONTROL DEBRIS BASIN EXPANSION

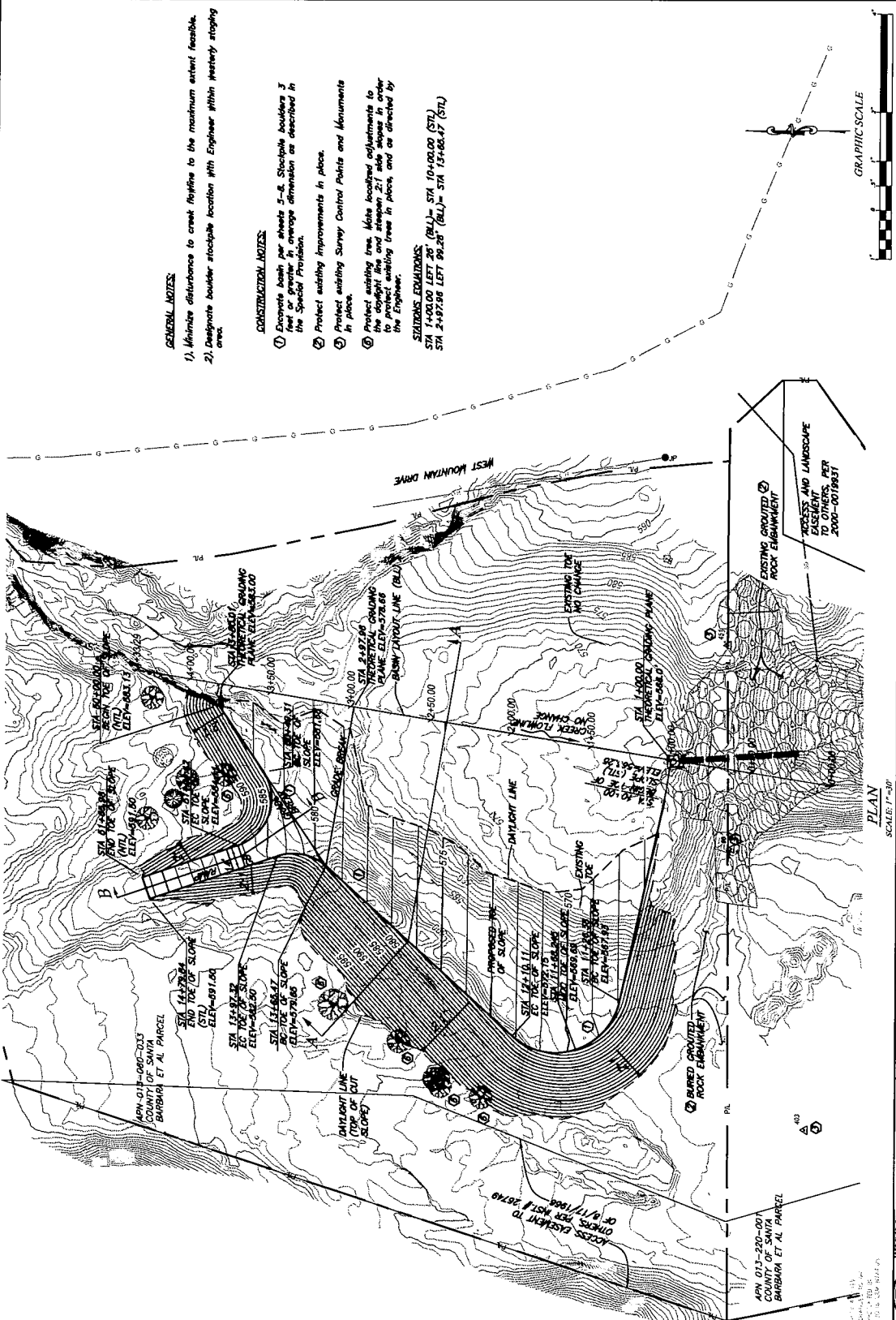


NO.	REVISIONS	DATE	BY

O-1147
SHEET 3 OF 8
Project: CDB expansion plan 11-12-2010

LAYOUT PLAN

COLD SPRINGS DEBRIS BASIN
EXPANSION
AREA OF MONTECITO
SANTA BARBARA COUNTY, CALIFORNIA



GENERAL NOTES

- 1) Minimize disturbance to creek Rightline to the maximum extent feasible.
- 2) Designate boulder stockpile location with Engineer within nearby stopping area.

CONSTRUCTION NOTES

- 1) Excavate basin per sheets 5-8. Stockpile boulders 3 feet or greater in average dimension as described in the Special Provision.
- 2) Protect existing Improvements in place.
- 3) Protect existing Survey Control Points and Monuments in place.
- 4) Protect existing trees. Make localized adjustments to the daylight line and steepen 2:1 side slopes in order to protect existing trees in place, and as directed by the Engineer.

STATIONING EMBANKMENTS

STA 1+00.00 LEFT 20 (BL) STA 10+00.00 (ST)
 STA 2+971.26 LEFT 20.26 (BL) STA 13+00.00 (ST)

GRAPHIC SCALE

DESIGNED BY	MG
DRAWN BY	OR
CHECKED BY	MG

BASIN GRADING PLAN

COLD SPRINGS DEBRIS BASIN
 EXPANSION
 AREA OF MONTECITO
 SANTA BARBARA COUNTY, CALIFORNIA



SANTA BARBARA COUNTY
 FLOOD CONTROL AND
 WATER CONSERVATION DISTRICT
 130 E VICTORIA STREET
 SANTA BARBARA, CALIFORNIA 93101
 (805) 568-3440

SCALE: 1"=30'

DESIGNED BY: *Thayer Engineering*
 CHECKED BY: *Robert J. ...*



NO.	REVISIONS	DATE	BY

ALL SURVEYING UTILITIES SHOWN ARE RIGHTS GRANTED OR ACQUIRED BY THE STATE OF CALIFORNIA AND ARE NOT TO BE INTERFERED WITH. THE ENGINEER HAS CONDUCTED VISUAL SURVEYS AND HAS BEEN ADVISED BY THE PROPERTY OWNERS THAT THERE ARE NO OTHER UTILITIES IN THE AREA. THE ENGINEER HAS CONDUCTED VISUAL SURVEYS AND HAS BEEN ADVISED BY THE PROPERTY OWNERS THAT THERE ARE NO OTHER UTILITIES IN THE AREA.

Earthwork Volume Table (Average End Area)

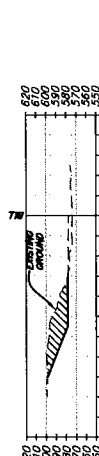
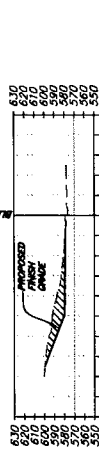
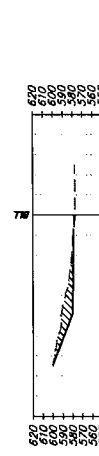
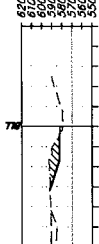
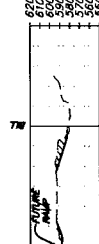
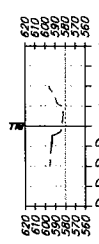
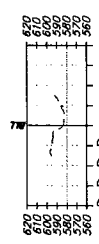
STA. (ft)	LENGTH (ft)	AREA (ft ²)	VOLUME (ft ³)	VOLUME (yd ³)
0+00.00	0.00	0.00	0.00	0.00
0+20.00	20.00	0.00	0.00	0.00
0+40.00	40.00	0.00	0.00	0.00
0+60.00	60.00	0.00	0.00	0.00
0+80.00	80.00	15,921.30	1,273,704.00	588,668
1+00.00	100.00	1,440.56	144,056.00	939.99
1+20.00	120.00	28,853.00	3,462,360.00	1,068.63
1+40.00	140.00	29,708.20	4,159,148.00	1,100.30
1+60.00	160.00	1,535.08	245,613.00	122.59
1+80.00	180.00	1,495.92	269,467.00	122.59
2+00.00	200.00	1,442.65	288,530.00	108.36
2+20.00	220.00	1,343.33	295,533.00	108.18
2+40.00	240.00	1,268.71	304,230.00	108.79
2+60.00	260.00	1,099.25	285,806.00	87.73
2+80.00	280.00	946.44	266,883.00	75.66
2+97.96	17.96	701.15	14,793.34	547.98
3+00.00	2.04	642.71	1,370.74	50.77
3+20.00	20.00	421.77	8,435.40	304.23
3+40.00	20.00	656.88	13,137.60	477.44
3+60.00	20.00	315.77	6,315.40	229.14
3+80.00	20.00	252.14	5,042.80	183.13
4+00.00	20.00	4.71	9.42	0.37
4+10.00	10.00	0.00	0.00	0.00
Total			284,235.49	11,593.32

Cut/Fill Report (AutoCAD)

Name	Type	Cut Factor	Fill Factor	2d Area (Sq Ft)	Cut (Cu Yd)	Fill (Cu Yd)	Net (Cu Yd)
Surface comparison for volume	fill	1.000	1.000	54426.39	11742.06	14741.08	10667.97
Totals							
				2d Area (Sq Ft)	Cut (Cu Yd)	Fill (Cu Yd)	Net (Cu Yd)
				54426.39	11742.06	14741.08	10667.97

* Value adjusted by cut or fill factor other than 1.0
**** Area of Cut only = 39,471 sq/ft**

Basin Excavation Final Pay Quantity = 11,750 cy



NOTES:
 1) Cross Sections are looking upstream, perpendicular to RL.



RECORDS DATE DESCRIPTION DATE DESCRIPTION	DATE DESCRIPTION	DRAWN BY CHECKED BY DATE	PROJECT NO. SHEET NO. OF	O-1147 SHEET 8 OF 8
SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 1000 W. STATE STREET SANTA BARBARA, CA 93101 (805) 568-3440			COLD SPRINGS DEBRIS BASIN EXPANSION AREA OF MONTECITO SANTA BARBARA COUNTY, CALIFORNIA	

ALL UNDESIGNED STATES SHOWN ARE BASED ON AN ASSUMED
 2% SLOPE UNLESS OTHERWISE NOTED. DESIGNER'S SOLE RESPONSIBILITY
 IS TO VERIFY THESE ARE APPROPRIATE. QUANTITIES ARE APPROXIMATE.
 CONSTRUCTION OF THIS PROJECT IS THE RESPONSIBILITY OF THE CONTRACTOR.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY
 PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY
 PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY
 PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES.

**SANTA BARBARA COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT**



**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

FOR

Cold Springs Debris Basin Expansion Project

UNDER:

Bid Book dated 04/29/2020

Standard Specifications dated 2018

COUNTY PROJECT NO. SC8375

BID OPENING LOCATIONS:

PlanetBids

<https://www.planetbids.com/portal/portal.cfm?CompanyID=43874>

BID OPENING TIME AND DATE:

2:00 PM on June 2, 2020

Electronic Advertising Contract

**SCOTT D. McGOLPIN
DIRECTOR OF PUBLIC WORKS**

NOTICE TO BIDDERS AND SPECIAL PROVISIONS

Cold Springs Debris Basin Expansion Project COUNTY PROJECT NO. SC8375

The Special Provisions contained herein have been prepared under the direction of the following Registered Persons.

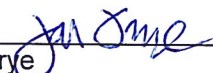

Matthew Griffin
REGISTERED CIVIL ENGINEER

4/29/2020
DATE





Matthew Griffin
PROJECT MANAGER

4/29/2020
DATE


Jon .. Frye
ENGINEERING MANAGER (APPROVAL RECOMMENDED)

4-30-2020
DATE


for Scott D. McGolpin
DIRECTOR OF PUBLIC WORKS (APPROVED)

11-30-2020
DATE


Gregg Hart
BOARD OF DIRECTORS, CHAIR (APPROVED)

7-14-20
DATE

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NOTICE TO BIDDERS

Bids open at **2:00 PM on June 2, 2020** for:

Cold Springs Debris Basin Expansion Project
COUNTY PROJECT NO. **SC8375**

General project work description: The Project generally consists of water pollution control, the establishment of haul routes, clearing and grubbing, grading, excavation and hauling of approximately 11,750 CY of soil, rock and boulders to expand the existing Cold Springs Debris Basin.

Project location description: The WORK occurs in the unincorporated area of Santa Barbara County near Montecito, California, on Flood Control District owned property.

Plans, Specifications, and Bid Book are available at no charge at
<https://www.planetbids.com/portal/portal.cfm?CompanyID=43874>

The County encourages the participation of DBEs as defined in 49 CFR 26. You are encouraged to employ craftsmen and other workers from the local labor market whenever possible to do so. Local labor market is defined as the labor market within the geographical confines of the County of Santa Barbara, State of California.

Submit bids to the web address below. Bids will be opened and available at the web address below immediately following the submittal deadline.

PlanetBids

<https://www.planetbids.com/portal/portal.cfm?CompanyID=43874>

Complete the project work within **Forty (40) Workings Days**.

The estimated cost of the project is **\$1,222,500.00**

A non-mandatory pre-bid job walk is scheduled for **May 26, 2020, at 10:00 AM**. Bidders interested in attending are to meet at the project site located on the westerly side of the 1000 block of East Mountain. Social Distancing mandates will be observed.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

For each bid all forms must be filled out as indicated in the bid documents. The entire Bid Book must be submitted to PlanetBids when you bid.

Prevailing wages are required on this Contract. The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Obtain the wage rates at the DIR website, <https://www.dir.ca.gov/>.

The Bidder shall possess a Class A General Engineering Contractor license or a combination of Class C licenses which constitute the majority of the work in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code at the time that the Bid is submitted. Failure to possess the required license(s) shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications, or estimate must be submitted as a bidder inquiry by **5:00 PM on May 27, 2020**. Submittals after this date will not be addressed.

Questions pertaining to this Project prior to Award of the Contract must be submitted via PlanetBids Q&A tab.

Bidders (Plan Holders of Record) will be notified by electronic mail if addendums are issued. The addendums, if issued, will only be available on PlanetBids, <https://www.planetbids.com/portal/portal.cfm?CompanyID=43874>

The OWNER reserves the right to reject any or all bids, to waive any informalities and/or inconsistencies in a bid, and to make awards to the lowest responsive, responsible bidder as it may best serve the interest of the OWNER.

By order of the Board of Directors of the Santa Barbara County Flood Control & Water Conservation District, this project was authorized to be advertised on February 25, 2020.

Thomas D. Fayram
Deputy Director, Public Works
Water Resources Division

COPY OF BID ITEM LIST

Item No.	F ¹	Item Code	Description	Unit	Quantity	Unit Price	Item Total
1		128651	Portable Changeable Message Sign	EA	2		
2		130100	Job Site Management	LS	1		
3		130710	Temporary Construction Entrance/Exit (TC-1)	LS	1		
4		130750A	Temporary Culvert and Clear Water Diversion (NS-5)	LS	1		
5		130200	Prepare Water Pollution Control Plan	LS	1		
6		170103	Clearing and Grubbing	LS	1		
7	F	190101A	Basin Excavation	CY	11,750		
8		999990	Mobilization	LS	1		
CONTRACTOR'S BID ITEMS SUBTOTAL							
9			Supplemental Work (Additional Water Pollution Control)	LS	1	\$5,000	
10			Supplemental Work (Additional Rock Excavation and Disposal)	LS	1	\$50,000	
SUPPLEMENTAL WORK BID ITEMS SUBTOTAL							
TOTAL BID							

¹ "F" denotes Final Pay Item
 NTB_Specials_CSDB Expansion
 County Project No. SC8375

FLOOD CONTROL DISTRICT PROVISIONS

The work provided herein must be performed in accordance with the *Caltrans Standard Specifications*, 2018 edition (*Standard Specifications*). The *Standard Specifications* are incorporated herein by reference.

MODIFICATIONS TO STANDARD SPECIFICATIONS

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01:

See sections 2 and 3 for contractors' DIR registration requirements.

For local material from (1) a noncommercial source or (2) a source not regulated under California jurisdiction, you must submit a local material plan and analytical test results for pH, lead, and other constituents for each site. See section 6-1.03B(1) for the specifications.

Replace or add the following terms to section 1-1.07B:

Acceptance: The formal written approval by the Agency of a project which has been completed in all respects in accordance with the plans and specifications and any modifications thereof.

Agency: The Santa Barbara County (CA) Flood Control and Water Conservation District.

APWA Standard Plans: Standard Plans for Public Works Construction, promulgated by the American Public Works Association (Southern California Chapter)/Associated General Contractors of California (Southern California Districts) Joint Cooperative Committee, published by Building News Inc., 3055 Overland Avenue, Los Angeles, California 90034, 2009 edition.

Board: The Governing Board of Directors of the Santa Barbara County (CA) Flood Control and Water Conservation District.

Business day: Day on the calendar except Saturday, Sunday, and a holiday.

Caltrans: State of California, Business & Transportation Agency, Department of Transportation

County: The County of Santa Barbara, a political subdivision of the State of California.

County Clerk: The County Clerk of the County of Santa Barbara.

County Standard Details: Standard Details of the County of Santa Barbara Department of Public Works Roads Division, dated September, 2011

Department: The Santa Barbara County Flood Control District acting by and through its Department of Public Works; its authorized representatives.

Department of Transportation: The Santa Barbara County (CA) Flood Control and Water Conservation District

District: The Santa Barbara County (CA) Flood Control and Water Conservation District

District Office: The Santa Barbara County (CA) Flood Control and Water Conservation District Office

Director: Director of Public Works of the County of Santa Barbara, or the Director's duly authorized representative.

Engineer: The Flood Control District Engineer acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

Flood Control: The Santa Barbara County (CA) Flood Control and Water Conservation District

Green Book: Standard Specifications for Public Works Construction, 2015 edition, including supplements published by Building News, Inc., Los Angeles, CA.

Holiday: Holidays are shown in the following table:

Holidays	
Holiday	Date observed
Every Sunday	Every Sunday
New Year's Day	January 1st
Birthday of Martin Luther King, Jr.	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th

If January 1st, July 4th, November 11th, or December 25th falls on a Sunday, the Monday following is a holiday. If January 1st, July 4th, November 11th, or December 25th falls on a Saturday, the preceding Friday is a holiday.

Owner: Same meaning as Agency

Prompt: The briefest interval of time required for a considered reply, including time required for approval by governing body

State: The State of California and its political subdivisions, including the Santa Barbara County (CA) Flood Control and Water Conservation District.

State Standard Plans: Standard plans prepared by State of California, Business & Transportation Agency, Department of Transportation (Caltrans)

Supplemental Work: Bid Item Work that is only performed if so directed by the Engineer in writing.

Replace line "2.1" under item "2. working day" in section 1-1.07B with:

2.1. Saturday, Sunday, and a holiday

Add to section 1-1.11:

Websites, Addresses, and Telephone Numbers

Reference or agency or department unit	Website	Address	Telephone number
Department of Industrial Relations Prevailing Wage Rates	https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html		
Caltrans, Office of Construction Contract Standards	http://ppmoe.dot.ca.gov/des/oe/construction-contract-standards.html		
County PlanetBids Portal	https://www.planetbids.com/portal/portal.cfm?CompanyID=43874		(805) 568-3440
County Municipal Code	https://www.municode.com/library/CA/Santa_Barbara_County		
Flood Control Construction Manager		CONSTRUCTION MANAGER TBD	TBD
Flood Control Project Manager		PROJECT MANAGER Matt Griffin	805-884-8074

Delete the row for Office Engineer in the table of section 1-1.11.

Replace section 1-1.12 with:

1-1.12 MISCELLANY

Make checks and bonds payable to the Santa Barbara County Flood Control & Water Conservation District.

2 BIDDING

Add to section 2-1.01:

More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the OWNER has reasonable grounds for believing that any Bidder is interested in more than one Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If the OWNER believes that collusion exists among the Bidders, all Bids will be rejected and collusion participants shall be restricted from submitting further proposals. A party who has quoted prices to a Bidder is not hereby disqualified from quoting prices to other Bidders, or from submitting a Bid directly for the WORK.

Each Bidder (including the Bidder's Superintendent assigned to the Project) shall be skilled, experienced, regularly engaged in and qualified to perform the type of work called for in the Bid documents.

If you are found to be not qualified to bid, your bid will be rejected.

Replace section 2-1.06A with:

2-1.06A General

The *Bid Book* includes bid forms and certifications.

The *Notice to Bidders and Special Provisions, Bid Book*, and project plans are available on the County's PlanetBids Portal.

Caltrans Standard Specifications, Revised Standard Specifications, Standard Plans and Revised Standard plans are available at State of California, Department of Transportation (Caltrans) Office of Construction Contract Standards website.

Replace section 2-1.06B with:

2-1.06B Supplemental Project Information

The Department makes supplemental information available as specified in the special provisions.

If an *Information Handout* or sections are available, you may view them at the County's PlanetBids Portal.

Add to section 2-1.07:

The failure or neglect of the Bidder to receive or examine any of the bid documents shall in no way relieve the Bidder from any obligations required by the bid documents. No claims for additional compensation will be allowed which is based upon lack of knowledge of any bid documents.

Add to section 2-1.09:

The Board of Directors reserves the right to waive technical errors and discrepancies if it determines it is in the public interest to do so.

Add to section 2-1.10:

On the Subcontractor List you may either submit the percentage of each bid item subcontracted with your bid or E-Mail the percentage to: mgriff@cosbpw.net within 2 business days after bid opening. You are solely responsible for correcting any inadvertent errors in the license numbers within 2 business days of bid opening. Failure to correct the license numbers in compliance with instructions and Public Contract Code § 4104 will cause the bid to be nonresponsive.

If you make a clerical error in listing subcontractors, submit a written notice to the Director within 2 business days after the time of the bid opening. Send copies of the notice to the subcontractors involved.

Delete sections 2-1.15 to 2-1.27.

Replace section 2-1.33A with:

2-1.33A General

Complete the forms in the *Bid Book*.

Use the forms provided by the Department except as otherwise specified for a bidder's bond.

Submit *Bid Book* forms and copies of the forms as instructed in the *Notice to Bidders*.

For Federal-Aid projects, submit *Bid Book* DBE forms in accordance to section 2-1.33B.

Failure to submit the forms and information as specified may result in a nonresponsive bid.

Include all applicable federal, state and local taxes in your bid amount.

Unauthorized conditions, limitations, or provisos attached to the Bid shall render it informal and may cause its rejection as being non-responsive. The Bid forms shall be completed without interlineations, alterations, or erasures in the printed text. Alternative Bids will not be considered unless called for.

The Board of Directors reserves the right to waive technical errors and discrepancies if it determines it is in the public interest to do so.

Replace section 2-1.33B(2)(b) of the RSS with:

2-1.33B(2)(b) Contracts with a DBE Goal

For a contract with a DBE goal, as shown on the Notice to Bidders, submit the bid forms according to the schedule shown in the following table:

**Bid Form Submittal Schedule for a
Federal-Aid Contract with a DBE Goal**

Form	Submittal deadline
Bid to the Department	Time of bid except for the public works contractor registration number
Copy of the Bid to the Department as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Subcontractor List	Time of bid except for the public works contractor registration number
Copy of the Subcontractor List as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Opt Out of Payment Adjustments for Price Index Fluctuations ^a	Time of bid
DBE Commitment (Exhibit 15-G)	No later than 4 p.m. on the 5th day after bid opening ^b
DBE Confirmation (Written confirmation of each listed DBE is required)	No later than 4 p.m. on the 5th day after bid opening ^b
DBE Good Faith Efforts Documentation (Exhibit 15-H)	No later than 4 p.m. on the 5th day after bid opening ^b

^a Submit only if you choose the option.

^b If the last day for submitting the bid form falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the day specified.

Replace section 2-1.33B(2)(c) of the RSS with:

2-1.33B(2)(c) Contracts without a DBE Goal

For a contract without a DBE goal, as shown on the Notice to Bidders, submit the bid forms according to the schedule shown in the following table:

**Bid Form Submittal Schedule for a
Federal-Aid Contract without a DBE Goal**

Form	Submittal deadline
Bid to the Department	Time of bid except for the public works contractor registration number
Copy of the Bid to the Department as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Subcontractor List	Time of bid except for the public works contractor registration number
Copy of the Subcontractor List as submitted at the time of bid with the public works contractor registration numbers	10 days after bid opening
Opt Out of Payment Adjustments for Price Index Fluctuations ^a	Time of bid

^a Submit only if you choose the option.

Replace section 2-1.33B(3) of the RSS with:

2-1.33B(3) Non-Federal-Aid Contracts

For a non-federal-aid contract, submit the bid forms according to the schedule shown in the following table:

**Bid Form Submittal Schedule for a
Non-Federal-Aid Contract**

Form	Submittal deadline
Bid to the Department	Time of bid except for the public works contractor registration number
Copy of the Bid to the Department as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Subcontractor List	Time of bid except for the public works contractor registration number
Copy of the Subcontractor List as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Opt Out Payment Adjustment for Price Index Fluctuations ^a	Time of bid

^a Submit only if you choose the option.

Replace section 2-1.34 with:

2-1.34 BIDDER'S SECURITY (PUB CONTRACT CODE § 20129(a))

Submit one of the following forms of bidder's security equal to at least 10 percent of the bid:

1. Cash
2. Cashier's check made payable to the Santa Barbara County Flood Control & Water Conservation District
3. Certified check made payable to the Santa Barbara County Flood Control & Water Conservation District
4. Signed bidder's bond by an admitted surety insurer made payable to the Santa Barbara County Flood Control & Water Conservation District

Submit bidder's security with the *Bid Book* before the bid opening time.

If using a bidder's bond, you may use the form in the *Bid Book*.

If the bid schedule includes alternative or additive items or additive groups, the bid bond must equal at least 10% of the bid plus all alternatives and additives.

Replace the 2nd paragraph of section 2-1.40 with:

A bidder may withdraw or revise a bid after it has been submitted to the office if this is done before the bid opening date and time.

Replace the first paragraph in section 2-1.50 with:

If reasonable cause exists to believe collusion exists among bidders, or that prices bid are unbalanced between bid items, any or all proposals may be rejected.

3 CONTRACT AWARD AND EXECUTION

Replace section 3-1.02B with:

The Department breaks a tied bid with a coin toss.

Replace section 3-1.04 with:

3-1.04 CONTRACT AWARD

Submit any bid protest before 5:00 p.m. of the 10th business day following bid opening to the Department. Include the name, address, and telephone number of your designated representative with a complete statement for grounds of the protest. The protest must refer to the specific portion of the document that forms the basis for the protest.

If the County awards the contract including additive items or additive groups, total bid shall include Total Base Bid plus those additive items or Total Base Bid plus those additive groups used in determining the lowest responsible bidder.

In its discretion, the Santa Barbara County Flood Control District may accept or reject any bids. The decision of the Board of Directors shall be final in accepting or rejecting the bid protest, awarding the bid to the next lowest responsive, responsible bidder, or rejecting any or all bids

If the District awards the contract, the award is made to the lowest responsible bidder within 65 days. If the lowest responsible bidder refuses or fails to execute the contract, the Director may award the contract to the second lowest responsible bidder. Such award, if made, will be made within 80 days after the opening of bids. If the second lowest responsible bidder refuses or fails to execute the contract, the Director may award the contract to the third lowest responsible bidder. Such award, if made, will be made within 95 days after the opening of bids. The periods of time specified above within which the award of contract may be made shall be subject to a time extension as may be agreed upon in writing between the Department and the bidder concerned.

Replace section 3-1.05 with:

3-1.05 CONTRACT BONDS (PUB CONT CODE § 20129(b) AND CIV CODE § 9554)

The successful bidder must furnish 2 bonds:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the total bid. The payment bond must also contain provisions which automatically increase amounts thereof and/or time of completion or both for all change orders, extensions and additions to the work provided pursuant to this Agreement.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the total bid.

You may provide alternative securities for monies withheld to ensure performance per the terms of Public Contract Code § 22300.

The District furnishes the successful bidder with bond forms.

Both the payment and performance bonds must be executed by one and only one surety. That Surety must be admitted and listed in the Insurance Organizations Authorized By The Insurance Commissioner To Transact Business Of Insurance In The State Of California for the current year, and must be further authorized by the commissioner to issue surety insurance.

Delete section 3-1.08.

Delete section 3-1.11.

Replace section 3-1.18 with:

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the District Agreement (Contract) and deliver to the District the following documents:

1. Three (3) copies of the District Agreement (Contract) bearing your original signatures.
2. Two (2) copies of the Performance and Payment Bonds.
3. Insurance Certificates.
4. Executed Taxpayer Identification Number and Certification (IRS Form W-9) and Withholding Exemption Certificate (CA Form 590).
5. A copy of your Injury and Illness Prevention Program.
6. A copy of your policy on drugs and alcohol.

The District must receive these documents by 4:00 pm on the 8th business day after the bidder receives the unexecuted Contract.

The bidder's security may be forfeited, and a successful bidder may be prohibited from participating in future bidding on the project, for failure to execute the contract within the time specified.

Add to section 3-1.19 with:

3-1.19 BIDDERS SECURITIES

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In accordance with Public Contract Code § 20129, upon an award to the lowest bidder(s), the security of an unsuccessful bidder must be returned in a reasonable period of time, but in no event will that security be held by the County beyond sixty (60) days from the time the award is made.

The person to whom the contract is awarded must execute a bond to be approved by the board for the faithful performance of the contract.

4 SCOPE OF WORK

Add to list in the 1st paragraph of section 4-1.06B:

3. Material differing from that represented in the Contract which you believe may be hazardous waste;
4. Subsurface or latent physical conditions at the site differing from those described by and shown in information available to bidders prior to submitting bids;

Add to end of section 4-1.06B:

The local public entity will promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in your cost of, or the time required for performance of any part of the work will issue a change order under the procedures described in the Contract

5 CONTROL OF WORK

Replace last paragraph of section 5-1.01 with:

Contract administration forms are available at the State's website for your use.

Before starting Work, you must contact all jurisdictional agencies and determine from each: 1) scope of work to be inspected and by whom, 2) scope of testing, and 3) advance notice required.

During the course of work, you must be responsible for calling for testing and inspection as required by the jurisdictional agencies. Work not properly tested and inspected will be subject to rejection.

If any work that is to be inspected, tested or approved is covered by you without written concurrence of the Engineer, it must, if requested by the Engineer, be uncovered for observation. Uncovering work will be at your expense unless you have given Engineer timely notice of your intention to cover the same and Engineer has not acted with reasonable promptness to such notice.

Any plan or method of work suggested by the Owner or the Engineer to you but not specified or required, if adopted or followed by you in whole or in part, must be used at the risk and responsibility of you. The Owner and the Engineer must assume no responsibility therefor and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

Replace the 2nd paragraph of section 5-1.02 with:

If a discrepancy exists:

1. The governing ranking of Contract parts in descending order is:
 - 1.1 Permits form other agencies as may be required by law
 - 1.2 Addendums
 - 1.3 Notice to Bidders and Special Provisions (Technical Provisions supersede Flood Control District Provisions)
 - 1.4 Project plans
 - 1.5 Revised standard specifications
 - 1.6 Standard specifications
 - 1.7 Revised standard plans
 - 1.8 Standard plans
 - 1.9 Supplemental project information
2. Written numbers and notes on a drawing govern over graphics

3. A detail drawing governs over a general drawing
4. A detail specification governs over a general specification
5. A specification in a section governs over a specification referenced by that section

Except, when there is a conflict of working hours the more stringent requirement will apply. Change Orders, Supplemental Agreements, and approved revisions to Plans and Specifications will take precedence over Items 2) through 5) above. Detailed plans will have precedence over general plans.

Add to section 5-1.03

If you and the District are unable to reach agreement on disputed work, the District may order you to proceed with the work, and you may submit a claim.

Although not to be construed as proceeding under extra work provisions, you must proceed as provided in Section 9-1.04, Force Account.

Add to section 5-1.09:

Section 5-1.09 applies if there is a bid item for *Partnering*.

Delete section 5-1.13C.

Delete section 5-1.13D.

Add to section 5-1.16:

You must notify the Owner, in writing, when you desire to change the Project Manager and Superintendent, and must provide in writing the name, qualifications, and experience statements of the personnel you propose to use

Add to section 5-1.17:

You must implement a policy on drugs and alcohol conforming to 49 CFR Part 40.

Add to section 5-1.23A:

Materials must not be furnished or fabricated, nor any work done for which shop drawings or submittals are required, before those shop drawings or submittals have been reviewed, as provided herein. Neither review nor approval of shop drawings or submittals by the Engineer will relieve you from responsibility for errors, omissions, or deviations from the Bid Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. You will be responsible for the correctness of the submittals and shop drawings, including shop fits, field connections, and results obtained by use of such drawings.

You must pay Flood Control for review of any submission that varies from what the plans and specifications have called for, and/or for the review of any submission that is redundant (for example, submitting similar portland cement concrete mix designs from more than one supplier).

Failure to submit acceptably completed submittals documents will result in an administrative fee of \$100 per Calendar Day for every day that any of the required documents remain delinquent, starting 5 Calendar Days after receipt of written notification from the Engineer, or receipt of verbal notification during weekly meetings, of a document deficiency.

Add to list under the 4th paragraph of section 5-1.23A:

4. Federal Project Number, if any.

Add section 5-1.23B(2)(a):

5-1.23B(2)(a) Record Drawings

You must maintain a complete and accurate record of all changes of construction from that shown in these plans and specifications for the purpose of providing a basis for construction record drawings. No changes must be made without prior written approval of the Engineer.

Upon completion of the project, you must deliver a reproducible print record of all of the approved construction changes to the Engineer along with a separate letter certifying that other than the noted changes on this record, the project was constructed in conformance with the Bid Documents. Failure to submit the final record drawing may result in final payment request not being processed.

Add to section 5-1.23C:

Where the manufacturer of any material or equipment provides written recommendations or instructions for its use or method in installation (including labels, tags, manuals, or trade literature), such recommendations or instructions must be complied with except where the contract documents specifically require deviations. Copies of such manufacturer's recommendations must be provided by you to the Engineer.

Replace "3" in the second paragraph of section 5-1.27B with "4"

Replace section 5-1.27C with:

Make your records available for inspection, copying, and auditing by d representatives for the same time frame specified under section 5-1.27B. The records of subcontractors and suppliers must be made available for inspection, copying, and auditing by District representatives for the same period. Before Contract acceptance, the District representative notifies the Contractor, subcontractor(s), or supplier(s) five (5) business days before inspection, copying, or auditing.

If an audit is to start more than 30 days after Contract acceptance, the District representative notifies the Contractor, subcontractor(s), or supplier(s) of the date when the audit is to start.

Replace the 2nd through 4th paragraphs of section 5-1.27E with:

Submit change order bills to Engineer.

Add to section 5-1.30

The Agency will not be precluded or stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor from showing the true quantity and character of the work performed and materials furnished by you, nor from showing that any such measurement, estimate, or certificate is untrue or is incorrectly made, nor that the work or materials do not in fact conform to the contract.

The Agency will not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from you, your surety, or both, such damages as it may sustain by reason of your failure to comply with the terms of the contract.

The failure of the Engineer to observe or to notify you of deviations from the approved plans and specifications, whether or not such deviations could have been corrected if such notification had been given, will in no way relieve you of any responsibility or liability for your failure to complete, and you will be required to repair and complete the work covered by this contract in exact accordance with the approved plans and specifications and all applicable laws and regulations; and the Agency will not be estopped or be deemed to have waived its right to insist on exact compliance by you with the plans and specifications and other terms of the contract because of such failure to observe or notify you of such defects or because of any progress or final payments made to you pursuant to the terms of this contract or the issuance of any inspection reports or any certificates of partial or final completion.

Neither the acceptance by the Engineer or by his representative nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Engineer will operate as a waiver of any portion of the contract or of any right to damages.

A waiver of any breach of the contract will not be held to be a waiver of any other or subsequent breach.

Add to section 5-1.32:

Any agreement between you and a third party for use of private property for staging of equipment and storage of materials associated with this project must conform to any and all applicable land use ordinances and laws.

If you use private property for staging and storage of materials associated with this project, you must submit a written agreement from the property owner per Section 5-1.20B(4). Sample property-owner agreements are available on the Caltrans website.

Add to section 5-1.36A:

You must provide the regional notification center "Inquiry Identification" number to the District prior to the commencement of excavation or other work close to any underground facility. You are responsible for keeping the Inquiry Identification number valid throughout the duration of the construction contract.

Replace section 5-1.43 with:

You must follow Pub Cont Code § 9204 to pursue a potential claim.

Add to section 5-1.46

Neither the final certificate of payment nor any provision in the bid documents, nor partial or entire use of the improvements by the owner, will constitute an acceptance of work not done in accordance with the bid documents or relieve you of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

You must attend the Final Job Walkthrough Meeting to be held prior to final payment at a time designated by the Engineer. Your representative must be present at all times during the final job walkthrough.

6 CONTROL OF MATERIALS

Delete the 2nd sentence of the 3rd paragraph of section 6-1.02.

Replace the 2nd paragraph of section 6-1.05 with:

Submit a substitution request no later than the 4th business day following bid opening.

Replace the 7th paragraph of section 6-2.01A with:

For a material specified to comply with a property shown in the following table, the County tests under the corresponding test shown:

Property	Test
Relative compaction	ANSI/ASTM D 1557 or California Tests 2016 or 231
Sand equivalent	California Test 217
Resistance (R-value)	California Test 301
Grading (sieve analysis)	California Test 202
Durability Index	California Test 229
Soil moisture content	ASTM D 3017
In place soil density	ASTM D 2922 or D 1556 or D 2922 or D 2937 or D 3017
Max/min soil index density	ASTM D 4253 and D 4254

Add to section 6-2.03B:

The Engineer will perform compaction tests to ascertain conformance with the specifications. The number of tests and their locations and depths will be determined by the Engineer. You must, as directed by the Engineer, make all excavations and subsequent backfill and compaction, required to perform the compaction tests. No additional compensation will be provided therefor.

You are responsible for any costs for materials testing services if you cancel the request less than 8 hours prior to the scheduled testing.

Replace the 1st paragraph of section 6-2.03C:

No materials must be incorporated into the project without first presenting evidence of testing, and complying with release procedures, or without first submitting a Certificate of Compliance with the delivered materials. The Project Number, Item Number, and Statement of Compliance with the Project Specification must appear on all Certificates of Compliance.

Any attempts to incorporate material without certified release tags, or acceptable Certificates of Compliance, must be just cause for immediate suspension of the construction operation involved. All materials that are untagged or do not have Certificates of Compliance, that are placed or installed in the Project by you or your subcontractor must be

considered as placed or installed at your own expense and the District must not be charged therefor.

Materials incorporated into the Project without the required release tags or Certificates of Compliance must be removed, if directed by the Engineer, at no cost to the District.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace section 7-1.02I(1) with:

7-1.02I(1) Santa Barbara County Code, Chapter 2, Article XIII

Sec. 2-94. - Exceptions.

The provisions of this article shall not apply to contracts or agreements for the acquisition, exchange or disposition of real property or interests therein, nor to contracts or agreements with the State of California, or its political subdivisions, or with the United States of America.

Sec. 2-95. - Prohibition of unlawful discrimination in employment practices.

The County of Santa Barbara reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) respecting real property, goods and/or services entered into by the County of Santa Barbara including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the County finds that the Contractor is discriminating or has discriminated against any person in violation of any applicable state or federal laws, rules or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical or mental disability, Vietnam era veteran/disabled, age, medical condition, marital status, ancestry, sexual orientation, or other legally protected status. This right of termination extends to contracts entered into by the County of Santa Barbara or by its joint powers, agencies or agents so long as the County obtains the consent of those parties.

Such finding may only be made after Contractor has had a full and fair hearing on notice of thirty days before an impartial hearing officer at which hearing Contractor may introduce evidence, produce witnesses and have the opportunity to cross-examine witnesses produced by the County. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, Contractor may move in the appropriate court of law for damages and/or to compel specific performance of a Contractor or agreement if any of the above procedures are not afforded to the Contractor. If Contractor is not found to have engaged in unlawful discriminatory practices, County shall pay all costs and expenses of such hearing, including reasonable attorneys' fees, to Contractor in accordance with current Santa Barbara County Superior Court schedule of attorneys' fees for civil trials. If Contractor is found to have engaged in such unlawful discriminatory employment practices, Contractor shall pay all such costs, expenses and attorneys' fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the Contractor shall forthwith reimburse the County for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid to Contractor under the terms of the contract or agreement.

Nothing in this section 2-95 shall directly or by interpretation give a private cause of action to any third party (not a signatory to the contract or agreement) including employees past or present, or applicants for employment to Contractor, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

With respect to employment discrimination, employment practices shall include, but are not limited to, employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rate of pay, employee benefits and all other forms of compensation or selection for training and apprenticeship and probationary periods.

Contractor shall permit access at all reasonable times and places to all of its records of employment, advertising, application forms, tests and all other pertinent employment data and records, to the County of Santa Barbara, its officers, employees and agents for the purpose of

investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to Contractor reasonably prior to the time Contractor is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees and agents of the County. No records or copies of such records may be removed from the premises of Contractor, and no disclosure, oral or written, of such record may be made to third parties except as provided within the agreement. Provided, however, that in the event of a hearing to determine whether or not Contractor is engaging in unlawful discrimination in employment practices as defined herein, the Board of Supervisors of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available to the hearing.

Failure to fully comply with any of the foregoing provisions shall be deemed to be a material breach of any contract or agreement with the County of Santa Barbara. All persons contracting with or who have contracts for goods or services with the County shall be notified that this chapter applies to their contract or agreement with the County of Santa Barbara.

Sec. 2-95.5. - Exceptions.

Notwithstanding any other provisions in this article, any party contracting with the County of Santa Barbara having an affirmative action program which has been approved within twelve months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the County Affirmative Action Officer. Loss of such approval shall be immediately reported by such party to the County Affirmative Action Officer.

Sec. 2-96. - Purchase orders.

Purchase orders shall contain the following clause as grounds for termination of such purchase order.

"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order."

Sec. 2-97. - Affirmative Action Officer.

At the discretion of the County Affirmative Action Officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the County of Santa Barbara is engaging, or during the term of a contract or agreement with the County of Santa Barbara has engaged, in any unlawful discriminatory employment practices as described in section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall not forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the Affirmative Action Officer, then the Affirmative Action Officer shall cause the matter to be presented for action to the State Fair Employment Practices Commission or the Federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the Affirmative Action Officer, County Counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred or are being carried on, then the Affirmative Action Officer shall forthwith present the entire matter to the Board of Supervisors of the County, together with all damages, costs and expenses related thereto and incurred by County, for appropriate action by the Board of Supervisors in accord with the intent and purposes of this article and of the affirmative action program of the County of Santa Barbara.

Sec. 2-98. - Youth group anti-discrimination.

(a) Neither the County of Santa Barbara, nor any of its agencies, departments, affiliates, or political subdivisions over which it exercises jurisdiction, shall:

(1) Deny any youth group equal access to, or fair opportunity to conduct meetings or other

- events at, or otherwise utilize any public facility;
 - (2) Deny any youth group use permits or licenses regarding, or otherwise withhold from any youth group permission to use, any public facility; or
 - (3) Otherwise discriminate against any youth group; on the basis of the membership or leadership criteria of such youth group.
- (b) For purposes of this section, a public facility shall include any public forum, limited public forum, public property, or public area including any public building, park, beach, campground, or any other area controlled or operated by the County of Santa Barbara.
- (c) For purposes of this section, a youth group means any group or organization intended to serve young people under the age of twenty-one.

Add to section 7-1.02K(1):

7-1.02K(1)(a) Joint Labor Compliance Monitoring Program

The Joint Labor Compliance Monitoring Program monitors labor compliance by conducting interviews with construction workers at the job site. You, and all subcontractors, must cooperate in allowing approved Compliance Group Representatives along with a County employee access to the project employees and work site for the purpose of conducting worker interview to ensure compliance with the requirement to pay prevailing wages on County projects. This will be done in order to comply with the Board of Supervisors July 10, 2012 adoption of a Joint Labor Compliance Monitoring Program.

Each Compliance Group Representative will always be accompanied with a County employee for a joint contractor worker interview. The Compliance Group Representative will be issued an identification card by the County at the job site. Compliance Group Representatives must restrict their actions to interviewing workers employed on the project. A copy of the Joint Labor Compliance Monitoring Program and Board Letter adoption from July 10, 2012 is available on request.

7-1.02K(1)(b) Compliance Monitoring by the Department of Industrial Relations

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (Labor Code § 1771.4).

Replace the 2nd paragraph of section 7-1.02K(2) with:

The general prevailing wage rates and any applicable changes to these wage rates are available on the California Department of Industrial Relations website.

Replace the 6th through 10th paragraphs of section 7-1.02K(3) with:

Submit certified payroll by mail to the Department.

Each submission must:

1. Include a signed Statement of Compliance form with each weekly record.
2. Be received by the Department by close of business on the 15th day of the month for the prior month's work.

Add to section 7-1.02K(5):

Working hours on working days will be between the hours of 7:00 a.m. and 5:00 p.m. No work will be done or noise generated outside these hours except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

If the Contractor desires to work during periods other than above, the Contractor must make a request to the Engineer three (3) working days in advance. If District inspection forces are reasonably available, the Engineer may authorize the Contractor to perform work during periods other than normal working hours/days. However, if District inspectors are required to perform in excess of their normal working hours/days solely for the benefit of the Contractor, the actual cost of inspection at overtime rates will be charged to the Contractor as actual costs deducted from your payment. If certain operations require extended or non-standard working hours, those operations and hours will be specified in the 'Technical Provisions' of the Contract.

Add to section 7-1.02K(6)(a):

Your Injury and Illness Prevention Program must include:

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1. Safety manual
2. Jobsite checklist
3. Equipment safety checklist
4. Tailgate safety meetings
5. Permit application and job notification form (Construction, Demolition, Trenches, Excavation, Building, Structures, Falsework, Scaffolding) Form Cal/OSHA S-691, latest edition

Add to section 7-1.02K(6)(b):

You must obtain a State Division of Industrial Safety Permit for excavations and trenches prior to commencement of any excavation or trench of 5 feet or more in depth per California Code of Regulations, Title 8, Division 1, Chapter 3.2, Subchapter 2, Article 2, Section 341 and Title 8, Division 1, Chapter 4, Subchapter 4 of the California Occupational Safety and Health Regulations (Cal/OSHA). A copy of the permit must be submitted to the Engineer. All excavations must be completed and maintained in a safe and stable condition throughout the total construction phase in order to protect persons, property, trees and improvements. Structure and trench excavations must be completed to the specified elevations and to the length and width required to safely install, adjust, and remove any forms, bracing, or supports necessary for the installation of the work and/or protection of existing features. Excavations outside of the lines and limits shown on the drawings or specified herein required to meet safety requirements must be your responsibility in constructing and maintaining a safe and stable excavation.

Replace section 7-1.02M(4) Reserved with:

7-1.02M(4) American Medical Response, Santa Barbara County

For all temporary road closure activities, contact the nearest emergency medical response company for the area, American Medical Response, and provide the project location(s) and road closure schedule. Please see contact information below:

American Medical Response, Santa Barbara County Contact Information

	Name	Phone	Email
AMR Main Office	Santa Barbara County	(805) 688-6550	amr.santa.barbara@amr.net

Replace section 7-1.02M(5) Reserved with:

7-1.02M(5) Sheriff, Santa Barbara County

For all temporary road closure activities, contact the County of Santa Barbara Sheriff's office at dispatchstaff@sbsheriff.org and the City of Santa Barbara Police Department at dispatchers@sbgpd.com and provide the project location(s) and road closure schedule.

Replace section 7-1.02P with:

7-1.02P County Ordinance

7-1.02P(1) General

Comply with County Ordinances.

County Ordinances are available at the County Municipal Code website and at County offices located at 123 East Anapamu Street, Santa Barbara, CA 93101.

Any references in State Standard Specifications to statutory provisions applicable only to state contracts or which are inconsistent with statutory provisions applicable to County or local agency contracts, will not prevail over, and will be superseded by, any statutory provisions applicable to County or local agency contracts.

7-1.02P(2) Grading

Comply with section 13, 17, and 19.

Santa Barbara County Ordinance No. 4766 and Ordinance No. 691 prohibits the dumping of debris or other materials in a watercourse so as to obstruct or impede normal flow of water therein.

7-1.02P(3) Preservation of Monuments

Comply with Ordinance 1491, Sec. 28-49.

Delete last sentence of Section 7-1.03 paragraph 15

Delete last sentence of Section 7-1.04 paragraph 7

Add to section 7-1.05:

7-1.05 INDEMNIFICATION

7-1.05A General

You must indemnify, defend (with counsel reasonably approved by County and District) and hold harmless County and District and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by County and District on account of any claim except where such indemnification is caused by the active negligence, sole negligence, or willful misconduct of the County and District.

7-1.05B Notification of Accidents and Survival of Indemnification Provisions

You must notify County and District immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions must survive any expiration or termination of this Agreement.

7-1.05C Responsibility to Other Entities

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

Replace section 7-1.06 with:

7-1.06 INSURANCE

7-1.06A General

You must procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of your work, your agents, representatives, employees or subcontractors.

7-1.06B Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If you maintain higher limits than the minimums shown above, the County and the District require and shall be entitled to coverage for the higher limits you maintain. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County and the District.

7-1.06C Other Insurance Provisions

The insurance policies must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by you or on your behalf including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to your insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, your insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or

self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's your insurance and shall not contribute with it.

3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
4. **Waiver of Subrogation Rights** – You agree to waive rights of subrogation which any of your insurer may acquire from you by virtue of the payment of any loss. You agree to obtain any endorsement that may be necessary to effect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the County for all work performed by you, your employees, agents and subcontractors. This provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the County. At County's option, either: cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, agents and volunteers; or provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – You must furnish proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements must be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive your obligation to provide them. You must furnish evidence of renewal of coverage throughout the term of the Agreement. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by County as a material breach of contract.
9. **Subcontractors** – You must require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and you must ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, you must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. You agree to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.

7-1.06D Enforcement

The Department may assure your compliance with your insurance obligations. Ten days before an insurance policy lapses or is canceled during the Contract period you must submit to the Department evidence of renewal or replacement of the policy.

If you fail to maintain any required insurance coverage, the Department may maintain this coverage and withhold or charge the expense to you or terminate your control of the work.

You are not relieved of your duties and responsibilities to indemnify, defend, and hold harmless the County, its officers, agents, and employees by the Department's acceptance of insurance policies and certificates.

The minimum insurance coverage amounts do not relieve you for liability in excess of such coverage, nor do they preclude the County from taking other actions available to it, including the withholding of funds under this Contract.

7-1.06E Self-Insurance

Self-insurance programs and self-insured retentions in insurance policies are subject to separate annual review and approval by the County.

If you use a self-insurance program or self-insured retention, you must provide the County with the same protection from liability and defense of suits as would be afforded by first-dollar insurance. Execution of the Contract is your acknowledgment that you will be bound by all laws as if you were an insurer as defined under Ins Code § 23 and that the self-insurance program or self-insured retention shall operate as insurance as defined under Ins Code § 22.

8 PROSECUTION AND PROGRESS

Replace the 1st and 2nd paragraphs of section 8-1.04B with:

The District will issue you a Notice to Proceed after the Contract has been awarded, and establish the first Contract Working Day with you. The Notice to Proceed will list the first Contract Working Day. Except as noted in Section 8-1.04B of the Technical Provisions, the first Contract Working Day is anticipated to be August 1st, or as soon as feasible thereafter.

Start jobsite activities only after the WPCP or SWPPP is authorized.

Failure to start jobsite activities within 15 calendar days of the First Working Day listed on the Notice to Proceed may be considered as failure by you to supply an adequate workforce.

Replace the 1st paragraph of section 8-1.05 with:

Contract time starts on the day specified as the first Working Day in the Notice to Proceed. Working days will not be postponed if you do not start work on the first Working Day.

Add to section 8-1.06:

When existing conditions are encountered which, in the opinion of the Engineer, require temporary suspension of work for design modifications or for other determinations to be made, you must move to other areas of work until such determinations are made. No additional compensation will be allowed by reason of such temporary suspension of work when you can reasonably reschedule work at a different location.

You must notify the District 24 hours minimum in advance if you decide to suspend work for one day or more. You must notify the District a minimum of 24 hours in advance of recommencing work on the project.

The days during a suspension related to your performance are working days.

Add to section 8-1.10A:

Liquidated damages are listed on the table in this section of the Standard Specifications.

Add to end of section 8-1.13:

Any control exercised by the Surety towards the completion of the Project will be subject to the Bid documents, and review and approval of the District

9 PAYMENT

Add to section 9-1.16A:

Submit support data with application for progress payment. Support data must include:

1. Data required by Engineer
2. Copies of requisitions from Subcontractors and material suppliers

Include the County of Santa Barbara Auditor-Controller contract number as shown on executed Agreement.

Submit the following certification with each application for progress payment:

I, the undersigned, declare under penalty of perjury under the laws of the State of California that this Application for Payment is made in good faith, that the documents substantiating this application are accurate and complete and that the foregoing is true and correct.

BY: _____ Date: _____

(TYPE OR PRINT NAME AND TITLE OF
PERSON SIGNING APPLICATION)

Any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon as part of this Contract.

Add to first paragraph of section 9-1.16B:

Submit a schedule of values for any lump sum bid item requested by the Engineer.

Replace section 9-1.16F with:

9-1.16F Prompt Payment of Funds Withheld to Subcontractors

The District shall hold five (5) percent retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the District, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

Pursuant to Section 22300 of the Public Contract Code, and the project specifications, the Contractor may substitute securities for monies withheld to ensure contract performance.

Upon your request, the District will make payment of funds withheld to ensure performance of the Contract if you deposit in escrow with the Santa Barbara County Treasurer, or with a bank acceptable to the District, securities eligible for investment under Government Code Section 16430, or bank or savings and loan certificates of deposits, upon the following conditions;

1. You must bear the expense of the District and the escrow agent, either the County Treasurer or the bank, in connection with the escrow deposit made.
2. Securities or certificates of deposit to be placed in escrow will be of a value at least equivalent to the quantities of retention to be paid to you pursuant to this Section.
3. You must enter into an escrow agreement satisfactory to the District, which agreement must include provisions governing inter alia:
 - 1.1. The quantity of securities to be deposited.
 - 1.2. The providing of powers of attorney, or other documents necessary for the transfer of the securities to be deposited
 - 1.3. Conversion to cash to provide funds to meet defaults by you, including but not limited to the termination of your control over the work, stop notices filed pursuant to law, assessment of liquidated damages, or other quantities to be kept or retained under the provisions of the contract
 - 1.4. Decrease in value of securities on deposit.
 - 1.5. The termination of the escrow upon completion of the contract.
4. You must obtain the written consent of the surety to such agreement

Add to section 9-1.17C:

Submit all outstanding extra work billing no later than 15 days after acceptance by the Department.

Replace section 9-1.17D(3) with:

9-1.17D(3) Determination of Claims

The Department reviews and resolves claims pursuant to Public Contract Code § 9204, which is summarized within this section.

The Contractor shall furnish reasonable documentation to support the claim.

The Department's costs in reviewing or auditing a claim not supported by the Contractor's accounting or other records are damages incurred by the Department within the meaning of the California False Claims Act.

The Department will review the claim and provide a written statement of findings identifying what portions are disputed and undisputed within 45 days from receipt of claim when action by the Department Board of Directors is not required. This may be extended by mutual agreement.

For claims requiring action by the Department Board of Directors, a written statement will be provided within three days following the next duly publicly noticed meeting of the Board, or 45 days from receipt of claim, whichever is later.

The Contractor may request in writing by registered or certified mail, return receipt requested, a meet and confer conference if the Contractor disputes the Department's written response, or if the Department fails to respond to a claim within the time prescribed. The Department shall schedule a meet and confer conference within 30 days of receipt of the request for settlement of the dispute. Within 10 days following the meet and confer conference, the Department shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed.

Any disputed portion of the claim shall be submitted to nonbinding mediation, with the Department and the Contractor sharing the associated costs equally. The Department and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select and pay the cost for a mediator and those mediators shall select a qualified neutral third party to mediate. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

The Department will make payment of undisputed portion of claim within 60 days of written statement of findings. After 60 days of written statement of findings, the Department pays 7 percent annual interest for unpaid and undisputed portions of claims.

If a subcontractor lacks legal standing to assert a claim due to lack of privity, the Contractor may present a claim on behalf of the subcontractor, and the subcontractor may request in writing that the Contractor present the claim on its behalf, provided that the subcontractor furnishes reasonable document supporting the claim to the Department. Within 45 days of the subcontractor's request, the Contractor shall notify the subcontractor in writing of whether the claim was submitted and state the reasons why it was not submitted if the claim was not submitted.

Delete section 9-1.22.

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Add to section 10-1.04:

A weekly construction meeting may be held at a time and place designated by the Engineer with your representatives and other affected parties.

Add to section 10-6:

Attention is directed to the various sections of the Standard Specifications which require the use of water for the construction of this project.

Attention is also directed to the provisions of Section 7, "Legal Relations and Responsibility to The Public," with regard to the Contractor's responsibilities for public convenience, public safety, preservation of property, and responsibility for damage. Nothing in Section 7 shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project, or as relieving the Contractor from the legal responsibilities defined in said Section 7.

Water required for controlling dust, caused by the Contractor's operations and the passage of traffic through the construction site shall be applied as necessary, at the Contractor's expense. The Contractor shall, whenever possible and not in conflict with these specifications, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order and water leaks shall be repaired promptly.

Water for construction purposes as required by these Specifications must be reclaimed or recycled water. The use of potable water is prohibited unless specifically waived by the District in writing. Reclaimed water may be available from the water service provider in which the project is located. You must contact the local water service provider and obtain reclaimed water from them, at your cost, as your first option. If the local water service provider cannot provide reclaimed water for this project then you must obtain reclaimed water from another documented source.

12 TEMPORARY TRAFFIC CONTROL

Replace section 12-1.04 with:

You must pay for all costs associated with flagging.

13 WATER POLLUTION CONTROL

Add to section 13-1.01A:

Water Pollution Control work including implantation, maintenance, monitoring and repair tasks are included in the various items of work involved, unless the Bid Item List includes additional specific Water Pollution Control payment items, or unless work is specified as change order work.

Add to list in the 1st paragraph of section 13-1.01A:

5. California Stormwater Quality Association (CASQA) Construction BMP Handbook/Portal at <https://www.casqa.org/>

Replace fourth paragraph in section 13-1.01A with the following:

The SWPPP must comply with the California Stormwater Quality Association (CASQA) Construction BMP Handbook/Portal at <http://www.cabmphandbooks.com/>

Revise the following definitions in section 13-1.01B:

qualifying rain event: Storm that produces precipitation of 0.5 inch or more at the time of discharge.

Storm event: Storm that is forecasted to have a 50% or greater probability of producing precipitation.

Replace the 4th paragraph in section 13-1.03A with:

You may be directed to perform additional Water Pollution Control. This only applies in the event that change order work that requires additional Water Pollution Control is ordered by the Engineer. This work is Supplemental Work and will be paid in accordance with section 9-1.04. In no case will additional Water Pollution Control be paid for unless the project scope has changed.

Replace the 1st paragraph in section 13-1.01D(2) with:

14 ENVIRONMENTAL STEWARDSHIP

Add to Section 14-1.01:

You must notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or your records pertaining to water pollution control work. You and the Department must provide copies of correspondence, notices of violation, enforcement actions, or proposed fines by regulatory agencies to the requesting regulatory agency.

15 EXISTING FACILITIES

Delete the last paragraph in Section 15-1.03B

TECHNICAL PROVISIONS

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

DIVISION I GENERAL PROVISIONS

Add prior to section 1:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
999990	MOBILIZATION	9

2 BIDDING

Add between the 1st and 2nd paragraphs of section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the <i>Information Handout</i>	Environmental Permits, Licenses, Agreements, and Certificates (PLACs): <ol style="list-style-type: none"> 1.) California Department of Fish and Wildlife – Streambed alteration agreement (Notification No. 1600-2019-0244-R5) 2.) Central Coast Regional Water Quality Control Board – Water Quality Certification Number 34217WQ07 3.) First Amendment to Central Coast Regional Water Quality Control Board – Water Quality Certification Number 34217WQ07
Included in the <i>Information Handout</i>	Mitigated Negative Declaration (MND) Mitigation Measures
Included in the <i>Information Handout</i>	Design Memorandum – Excavation Test pits Field Investigation
Included in the <i>Information Handout</i>	Standard Details and Plans

Replace section 2-1.04 with:

A non-mandatory pre-bid job walk is scheduled for **May 26, 2020 at 10:00 AM**. Bidders interested in attending are to meet at the project site located on the westerly side of the 1000 block of East Mountain Drive. Social Distancing mandates will be observed.

5 CONTROL OF WORK

Add section 5-1.01A:

5-1.01A WORKING HOURS

Working hours must only occur between 7:00 a.m. and 4:30 p.m., on Working Days.

If you desire to work outside of this time frame, you must receive consent from the District. If consent is given, you will be responsible for payment of construction manager and/or inspector's overtime costs.

You must comply with Section 7-102K(5) regarding Labor Code requirements.

Add to section 5-1.20B(1):

Comply with PLACs and MND Mitigation Measures.

Copies of PLACs and MND Mitigation Measures are located in the Information Handout.

Replace the first paragraph of section 5-1.26 with:

The District places stakes and marks under Chapter 12, "Construction Surveys," of the Department's Surveys Manual. Stakes and marks will only consist of direct point and offset stakes for the Basin Layout Line (BLL), Southerly Toe Line (STL), and Northerly Toe Line (NTL), for alignment Station spacing of not less than 25'. You are responsible for setting and checking slope grading from these lines.

Revise section 5-1.32 to read:

Occupy Santa Barbara County Flood Control District (SBCFCD) property only for purposes to perform the work.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace section 7-1.02M(2) with:

7-1.02M(2) Fire Prevention

Inform nearest fire station of planned schedule of work including:

1. Project schedule
2. Description of work
3. Specific work components with fire risks such as welding, grinding and clearing with gasoline powered machinery.

Cooperate with local fire prevention authorities in eliminating hazardous fire conditions.

Immediately report to the nearest fire suppression agency fires occurring within the project limits.

Prevent project personnel from setting open fires that are not part of the work.

Prevent the escape of and extinguish fires caused directly or indirectly by job site activities

Except for motor trucks, truck tractors, buses, and passenger vehicles, equip all hydrocarbon-fueled engines, both stationary and mobile including motorcycles, with spark arresters that meet USFS standards as specified in the Forest Service Spark Arrester Guide. Maintain the spark arresters in good operating condition. Spark arresters are not required by Cal Fire, the BLM, or the USFS on equipment powered by properly maintained exhaust-driven turbo-charged engines or equipped with scrubbers with properly maintained water levels. The Forest Service Spark Arrester Guide is available at the district offices.

Each toilet must have a metal ashtray at least 6 inches in diameter by 8 inches deep half-filled with sand and within easy reach of anyone using the facility.

Locate flammable materials at least 50 feet away from equipment service, parking, and gas and oil storage areas. Each small mobile or stationary engine site must be cleared of flammable material for a radius of at least 15 feet from the engine.

Furnish the following fire tools:

1. 1 shovel and 1 fully charged fire extinguisher UL rated at 4 B:C or more on each truck, personnel vehicle, tractor, grader, or other heavy equipment.

2. 1 shovel and 1 backpack 5-gallon water-filled tank with pump for each welder.

3. 1 shovel or 1 chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including chain saws, soil augers, and rock drills. The fire tools must always be within 25 feet from the point of operation of the power tool. Each fire extinguisher must be of the type and size required by the Pub Res Code § 4431 and 14 CA Code of Regs § 1234. Each shovel must be size O or larger and at least 46 inches long.

Furnish a pickup truck and driver that will be available for fire control during working hours.

Add section 7-1.03A:

7-1.03A STANDARD NOTIFICATIONS

You must deliver notices to each residence adjacent to the Work two weeks minimum prior to commencement of project activities. The format and content of each notice must be approved by the Engineer (see example below).

Such notice must at minimum give the name of the Project, the duration of the Contract period, daily work hours for the proposed work, typical parking and access restrictions anticipated for the work the Contractor's representative and phone number, the County representative and phone number, along with any other information requested by the Engineer. All notices shall be approved by the Engineer for content and delivery schedule prior to actual delivery.

All notices must be in the format of door hangers (14 inches by 4 inches, 110 Springhill Index or approved equal) and be hung at the main door of each residence or business affected. Notices may be placed in mail boxes if residence is in accessible.

The following is an example of language required:

**NOTICE
TO AREA RESIDENCES**

The Santa Barbara County Flood Control District hereby informs you that (Contractor) will be constructing the Cold Springs Debris Basin Expansion Project. The contract period is from (date) to (date).

Work on the Project will typically be performed between the hours of 7:00 AM and 4:30 PM.

We appreciate your patience and cooperation during this Project. If you have any questions, or require additional information please contact the following:

Contractor, Contact's Name and Telephone Number

Santa Barbara County Flood Control District, Contact's Name and Telephone Number

Maintain a log of all notifications. The log is to include the following information:

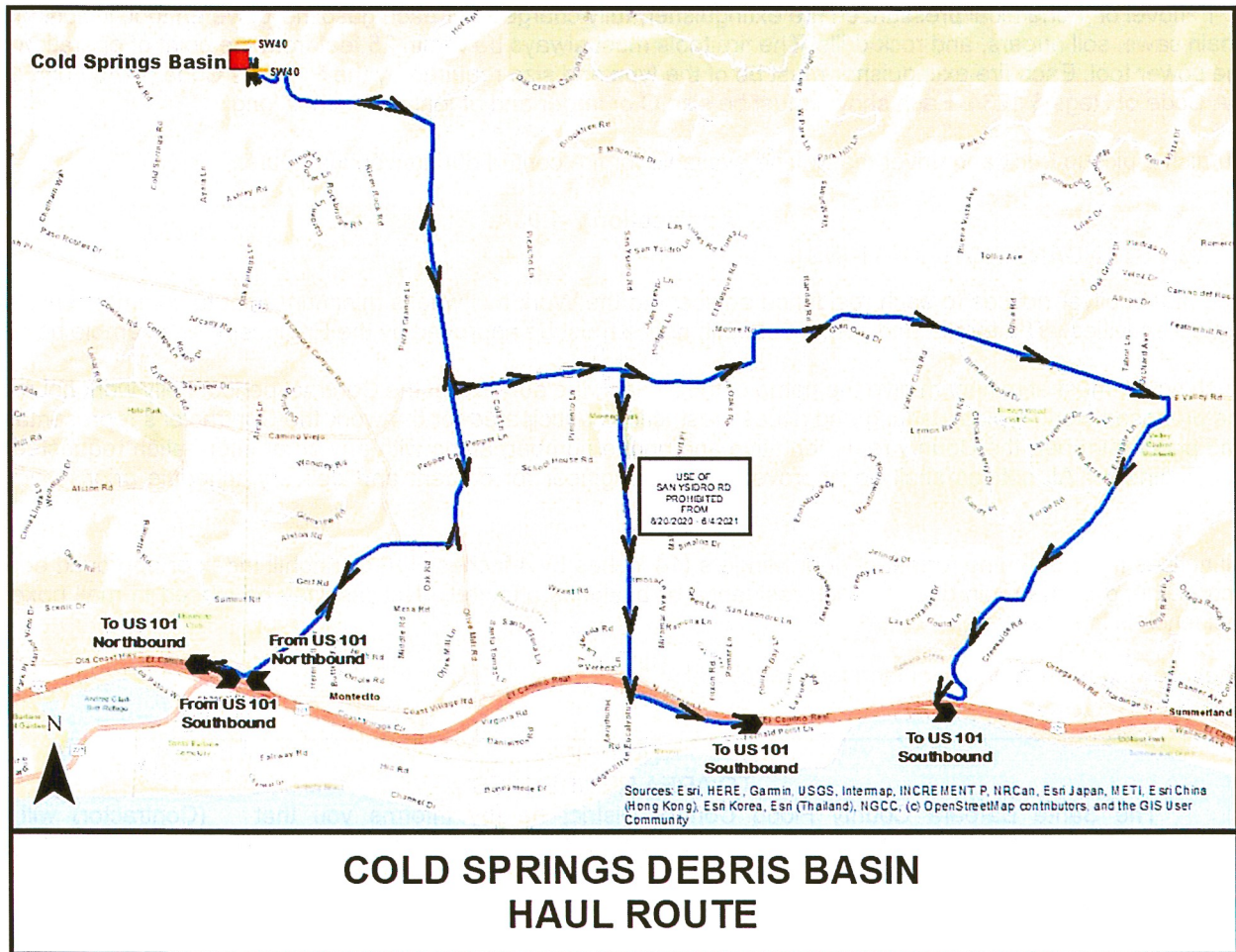
1. Property owner
2. Person of contact (If applicable)
3. Date of notification
4. Time of notification
5. Method of notification.

At a minimum, notifications must be made to all residences on the 1000 block of E. Mountain Drive, 900 Cold Springs Rd, 1000 Cold Springs Road, 1030 Cold Springs Rd, and 1050 Cold Springs Rd.

Add section 7-1.03B:

7-1.03B TRUCKING AND HAUL ROUTE REQUIREMENTS

You must submit your proposed haul routes for review and approval to the County of Santa Barbara – Transportation Division - Traffic Section. Proposed haul routes must be submitted at least 14 days in advance of being used. Haul routes to and from the project site and U.S. 101 must conform with the below Cold Springs Debris Basin Haul Route Exhibit and the requirements described in these special provisions.



COLD SPRINGS DEBRIS BASIN HAUL ROUTE

The use of San Ysidro Road for hauling operations is prohibited from August 20, 2020 – June 04, 2021.

[Note: the Sheffield Dr. on and off ramps to U.S. 101 may be closed by Caltrans during your hauling operations. In this eventually you will be allowed to use San Ysidro Road during the above described prohibited time frame, except that the use of San Ysidro Road between the hours of 7:40 AM – 9:00 AM and 1:45 PM to 3:30 PM shall remain prohibited.]

All loaded trucks must be legal loads as defined by in the California Vehicle Code (CVC). For any “Extralegal Loads” you must apply for and obtain a Transportation Permit from the County of Santa Barbara – Transportation Division – Permits Section (4417 Cathedral Oaks; Santa Barbara, CA 93110; 805-681-4990). You are responsible for permit costs and complying with all permit conditions.

All loaded trucks must be completely tarped to prevent dust.

Place two ‘Truck Crossing’ (SW40) warning signs, in conformance with the California MUTCD, and at the direction of the Engineer, at the entrance to Cold Springs Debris Basin. You may also be directed by the Engineer to place SW40 warning signs at the point of disposal. Remove or cover all warning signs when there are no hauling operations occurring.

All truck drivers must be adequately informed of the trucking and haul route requirements. You must administer trucking and haul route requirement training (half hour minimum), as directed by the Engineer, to all truck drivers failing to comply with these requirements. Repeated failures may result in the permanent barring of offending truck drivers from this project by the Engineer.

Deploy and operate Portable Changeable Message Signs (PCMS) during your hauling operations in conformance
 NTB_Specials_CSDB Expansion
 County Project No. SC8375

with Section 12-3.32 of the Standard Specifications and these special provisions. Program and locate the PCMS as directed by the Engineer. You may be directed to relocate each PCMS twice during the project and each time that your haul route changes.

You must video and/or photo document the pre-project roadway and pavement conditions along the approved haul route (excluding U.S. 101) and submit this documentation to the Engineer prior to use of the haul route. A lack of documentation of any pre-project roadway damage may result in roadway damage being attributed to your hauling operations and require repairs as described in these special provisions.

You are responsible for monitoring the haul route during each day of hauling operations for roadway damage and report any new damage to the Engineer immediately. You are responsible for repairing damages to the roadway pavement, appurtenances and structures caused by your hauling operations. Notwithstanding, if repairs are not performed immediately, work or repairs may be done by the District, or other responsible agencies, with costs to be borne by you.

8 PROSECUTION AND PROGRESS

Add to section 8-1.04B:

When nesting birds are present in, or adjacent to, the jobsite, jobsite activities are restricted as described in Section 10-1.03. To the greatest extent feasible, you must coordinate your jobsite activities (operations, area of operations, and/or sequencing of operations) with the Engineer and the District Biologist that will allow for work to occur between February 1st and September 15th. In the event that jobsite activities cannot be rearranged to allow for work to occur in this time frame, the District will delay the Notice to Proceed date to September 15th. In the event that work underway is delayed due to nesting birds, Working Days will be suspended.

DIVISION II GENERAL CONSTRUCTION

Add prior to section 10:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
128651	PORTABLE CHANGEABLE MESSAGE SIGN	12
130100	JOB SITE MANAGEMENT	13
130710	TEMPORARY CONSTRUCTION ENTRANCE/EXIT	13
130750A	TEMPORARY CULVERT AND CLEAR WATER DIVERSION	13
130200	PREPARE WATER POLLUTION CONTROL PLAN	13

10 GENERAL

Replace *Reserved* in section 10-1.03 with:

Jobsite activities that disturb nesting birds is prohibited between February 1st and September 15th. In order to work within this time period you must coordinate your activities with the Engineer and District Biologist.

13 WATER POLLUTION CONTROL

Add section 13-1.03A(1):

13-1.03A(1) Drainage Control

The proposed project is . Cold Springs Creek is perennial and should be anticipated to have flow year round. You are fully responsible for continually accepting and discharging water from any source, in a manner that causes no

damage to existing or partially completed proposed improvements, and in a manner which poses no potential hazard to persons or property and is conformance with all permits required for this project. Damage to existing or partially completed proposed improvements caused by lack of drainage control shall be repaired, or removed and replaced, at your expense.

It shall be understood and agreed that you must hold the Owner and the Engineer harmless from legal action taken by any third party with respect to construction and operation of temporary drainage control works.

You must submit your proposed methods for storm water and erosion control to the Engineer.

Add to section 13-4.03G:

13-4.03G Dewatering

If dewatering activities are needed by you in order to perform basin excavation, dewatering discharged must conform to the Central Coast RWQCB Basin Plan – 2011 Central Coast, Section II.A.2. 'OBJECTIVES FOR ALL INLAND SURFACE WATERS, ENCLOSED BAYS, AND ESTUARIES.' Below is a link to the Basin Plan:

https://www.waterboards.ca.gov/centralcoast/publications_forms/publications/basin_plan/docs2017/2017_basin_plan_r3_complete.pdf

Comply with Section 5-1.20B(1).

Add to section 13-7.01:

Temporary Tracking Control includes Temporary Construction Entrance/Exit. Install Temporary Construction Entrance/Exit in accordance with Caltrans Construction Site BMP Manual BMP TC-1.

Replace section 13-12 with:

13-12 TEMPORARY CULVERT AND CLEAR WATER DIVERSION

13-12.01 GENERAL

13-12.01A Summary

Section 13-12 includes specifications for constructing, maintaining, reconstructing, and removing temporary culvert and clear water diversion creek diversion, and restoring creek bed to original condition. The temporary diversion system is used to divert upstream water flows to a temporary culvert to allow construction equipment and trucking access across the creek. Install temporary culvert and clear water diversion in accordance with Caltrans Construction Site BMP Manual BMP NS-5 and these special provisions..

13-12.01B Definitions

Not Used

13-12.01C(1) Temporary Creek Diversion System Plan

Proposed Temporary Creek Diversion System Plan (TCDSP) must be submitted at least 14 days in advance of being used. The TCDSP may be required to include:

1. Installation and removal process, including equipment, platforms for equipment, and access locations.
2. Anticipated flow rates.
3. Calculations supporting the sizing of piping, channels, pumps, or other conveyance by using FHWA HY-8 or other equivalent method. Calculate the discharge water flow rate and velocity anticipated where it discharges on any erodible surface, so its conveyance does not cause erosion within the project or at the discharge to the water body. Temporary culverts attached to banks, walls, or other locations must be designed to hold the full weight of the culvert at capacity and restrain the culvert for any expected hydraulic forces.
4. Plans showing locations of diversion, including layouts, cross sections, and elevations.
5. Materials proposed for use, including MSDS if applicable.
6. Operation and maintenance procedures for the TCDS.
7. Restoration plans showing before and after conditions, including photos of existing conditions for areas disturbed during the installation, operation, and removal of the TCDS.
- 8.-10. omitted
11. The TCDS design must demonstrate how it will comply with section 13-12.03A, water tightness, and prevent seepage.

If revisions are required, the Engineer notifies you of the date when the review stopped and provides comments. Submit a revised TCDSP within 5 days of receiving the comments. The Department's review resumes when a complete TCDSP has been resubmitted.

13-12.01D Quality Assurance

Not Used

13-12.02 MATERIALS

13-12.02A Gravel

Gravel must:

1. Be river run gravel obtained from a river or creek bed with gradation of 100 percent passing a 3/4 inch sieve and 0% passing a 3/8 inch sieve
2. Be clean, hard, sound, durable, uniform in quality, and free of any detrimental quantity of soft, thin, elongated or laminated pieces, disintegrated material, organic matter, or other deleterious substances
3. Be composed entirely of particles that have no more than 1 fractured face
4. Have a cleanliness value of at least 85, as determined by California Test 227

13-12.02B Impermeable Plastic Membrane

Impermeable plastic membrane must be:

1. Single ply, commercial quality, polyethylene with a minimum thickness of 10 mils complying with ASTM D2103. You must use stronger plastic membrane if required as part of design to resist hydraulic forces.
2. Free of holes, punctures, tears or other defects that compromise the impermeability of the material.
3. Suitable for use as an impermeable membrane.
4. Resistant to UV light, retaining a minimum grab breaking load of 70 percent after 500 hours under ASTM D4355.

13-12.02C Gravel-Filled Bags

Gravel-filled bags must comply with section 13-5.02G.

The 2nd paragraph of section 13-5.02G does not apply.

13-12.02D Plastic Pipes

Plastic pipe must comply with section 61-3.01 and must:

1. Be clean, uncoated, in good condition free of rust, paint oil dirt or other residues that could potentially contribute to water pollution
2. Be adequately supported for planned loads
3. Use watertight joints under section 61-2.01.
4. Be made of a material or combination of materials that are suitable for clean water and which do not contain banned, hazardous or unlawful substances
5. For temporary pipes not reused on the project you may use the following materials:
 - 5.1. PVC closed-profile wall pipe must comply with ASTM F1803
 - 5.2. PVC solid wall pipe must comply with ASTM D3034, ASTM F679, AWWA C900, AWWA C905, or ASTM D2241 and cell class 12454 defined by ASTM D1784
 - 5.3. HDPE solid wall pipe must comply with AASHTO M 326 and ASTM F714
 - 5.4. Polyethylene large-diameter-profile wall sewer and drain pipe must comply with ASTM F894

13-12.03 CONSTRUCTION

13-12.03A General

Construction, use and removal of the TCDS is restricted to the time period from August 1st to October 31st. If the work cannot be completed during the initial restricted time period, remove TCDS, restore the creek to original flow condition.

Place temporary or permanent fill as allowed by PLACs.

Place rock at outlet of diversion pipe under section 72-4.03.

Do not construct or reconstruct TCDS if the 72-hour forecasts predict a 50 percent or greater chance of rain in the project area.

Stop all work and remove all material and equipment from the creek between upstream and downstream cofferdams if the 72-hour forecasts predict a 50 percent or greater chance of rain in the project area and the predicted rainfall is estimated to produce a flow rate exceeding the design capacity of the TCDS.

If the required freeboard cannot be maintained and overtopping may occur, implement contingency plan to remove all workers, equipment, and potential sources of pollution from the dry working area of the creek bed. The TCDS must be constructed within the temporary impact footprint as described in the environmental commitments.

When no longer required, remove all components of TCDS. Return the creek bed and banks to the original

condition.

13-12.04 PAYMENT

Not Used

14 ENVIRONMENTAL STEWARDSHIP

Replace section 14-6.01C with:

14-6.01C CONSTRUCTION

The District will provide a biologist for this project as needed to comply with Section 5-1.20B(1). You must coordinate and accommodate the work of the biologist. The District biologist is Andrew Raaf, (805) 568-3445.

DIVISION III EARTHWORK AND LANDSCAPE

Add prior to section 16:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
170103	CLEARING AND GRUBBING	17
190101A	BASIN EXCAVATION	19

17 GENERAL

Add to section 17-2.01:

Clearing and Grubbing consists of removing all vegetation, trees, and tree stumps from within the limits of grading and excavation, as shown on the plans. All vegetation and tree removals require prior approval by the Engineer.

Some trees shown on the plans to be within the limits of grading and excavation may have been removed by others prior to the start of work. You are responsible for removing remaining stumps or downed vegetation from the jobsite that conflicts with the proposed work.

Vegetation and trees located beyond the limits of grading and excavation must be protected in place. You must coordinate your activities with the Engineer when working near trees specifically designated on the plans as 'Protect in Place.' You may be directed to modify grading slopes in these locations.

In addition to the work outlined in Section 16 of the Standard Specifications, the following items of work are included under Clearing and Grubbing unless otherwise covered by a specific bid item.

- (1) Maintain dust control at all times by watering; including developing a water supply and furnishing and placing all water required for work done in the Contract, including water used for extra work.
- (2) Protection of utilities, trees, fences, gates, walls, and other facilities within the construction zone, except those shown on the plans and those specifically directed by the Engineer to be removed or relocated.

19 EARTHWORK

Add to section 19-1.01A:

Basin Excavation must comply with the requirements of Section 19-2, ROADWAY EXCAVATION, and these special provisions.

The District excavated two test pits at the Cold Springs Debris Basin to investigate the existing ground conditions that may be encountered during this project. A Design Memorandum regarding this field investigation ('Excavation Test pits Field Investigation') is included in the Information Handout for your use. Excavated material is anticipated to consist of silt, sand, cobbles, boulders and a nominal amount of manmade rubbish.

Dewater as necessary to perform earthwork. Dewatering must comply with Section 13-4.03G.

Add to section 19-2.03:

Excavated materials, except as noted in these special provisions, shall become the property of the Contractor and must be disposed of off-site. The Flood Control District has not arranged a disposal site for excavated material.

Boulders with an average dimension of 3 feet or greater must be sorted and stockpiled within the designated staging area. Boulder dimensions must be reviewed and approved by the Engineer prior to stockpiling. Coordinate the designation of the stockpile area with the Engineer. Stockpiled boulders are the property of the Flood Control District. Sorting and stockpiling boulders shall be considered as included in the unit price paid for Basin Excavation and no additional compensation will be allowed therefore.

You are responsible for removing boulders from within the limits of excavation that are 6 feet in average dimension or less. In the event that boulders with an average dimension of 6 feet or greater, which are not visible at the time of the pre-bid job walk, are found to be too large to remove, you may be directed to break these boulders into smaller boulders. This work is Supplemental Work (Additional Rock Excavation and Disposal) and will be paid in accordance with section 9-1.04. Boulders with an average dimension of 6 feet or greater that are visible during the pre-bid job walk are your responsibility to relocate to the designated boulder stockpile area, including any necessary breaking of these boulders to facilitate handling.

Remove boulders found within the Finish Grade grading plane. At the discretion of the Engineer, boulders with an average dimension of 6 feet or greater found within the Finish Grade grading plane may be left in place. Backfill voids in the Finish Grade grading plane with excavated material. Backfilling of voids must comply with section 19-6, Embankment Construction. Backfilling of voids is considered as included in the unit price paid for Basin Excavation and no additional compensation will be allowed therefore.

You may be directed to remove and dispose of boulders with an average dimension of 3 feet or greater off-site. This work is Supplemental Work (Additional Rock Excavation and Disposal) and will be paid in accordance with section 9-1.04.

Add to section 19-2.04:

The quantity for Basin Excavation has been determined based on average end areas between the existing ground condition (in accordance with the topographic survey described on the plans) and the proposed finished grades and the distances between them. Basin Excavation is a final pay item quantity in accordance with Section 9-1.02C.

STANDARD DETAILS AND PLANS LIST

Description _____ Standard Number _____

STATE DEPARTMENT OF TRANSPORTATION

The Standard Plan sheets (dated 2018) applicable to this contract include, but are not limited to those indicated below.

Abbreviations	A3A – A3C
Symbols	A10A - A10E

CALTRANS STORM WATER QUALITY HANDBOOKS – CONSTRUCTION SITE BMP MANUAL

The BMPs (dated 2017) applicable to this contract include, but are not limited to those indicated below.

Temporary Construction Entrance/Exit	TC-1
Clear water Diversion	NS-5